

Transnet Pipelinesan Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)**FOR THE: MANUFACTURE AND SUPPLY OF 4 OFF HEAT EXCHANGER TUBES
BUNDLES FOR THE REFRACTIONATOR PLANT AT THE TRANSNET PIPELINES
TARLTON DEPOT**

RFP NUMBER	: TPL/2023/12/0006/52119/RFP
ISSUE DATE	: 13 DECEMBER 2023
NON-COMPULSORY BRIEFING	: 10 JANUARY 2024
CLOSING DATE	: 17 JANUARY 2024
CLOSING TIME	: 14h00
TENDER VALIDITY PERIOD	: 12 weeks from closing date

T2.2-01 Technical Pre – qualification: Company's Certification:

must have International Institute of Welding (IIW) or South African Institute of Welding (SAIW) certification according to ISO 3834 to manufacture pressure vessels

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The Tender

Part T1: Tendering Procedures

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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	MANUFACTURE AND SUPPLY OF 4 OFF HEAT EXCHANGER TUBES BUNDLES FOR THE REFRACTIONATOR PLANT AT THE TRANSNET PIPELINES TARTON DEPOT
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.

NON-COMPULSORY TENDER CLARIFICATION MEETING	A Non-Compulsory Tender Clarification Meeting will be conducted online on MS Teams on the 10th January 2024, at 10:00am [10 O'clock] for a period of ± 1 (one) hour. The Non-Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.
CLOSING DATE	14:00pm on (2024/01/17) 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.

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

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

- Click on "ADVERTISED TENDERS" to view advertised tenders;



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

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

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

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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



- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on T2.2-11], **[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*



TRANSNET PIPELINES

TENDER NUMBER: TPL/2023/12/0006/52119/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE AND SUPPLY OF 4 OFF HEAT EXCHANGER TUBES BUNDLES FOR THE REFRACTIONATOR PLANT AT THE TRANSNET PIPELINES TARTON DEPOT

- *the contents of the tender returnables which are to be included in the contract.*

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

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

Transnet urges its clients, suppliers and the general public

to report any fraud or corruption to

TIP-OFFS ANONYMOUS: 0800 003 056 OR Transnet@tip-offs.com

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 <i>Employer's</i> agent is:	Strategic Sourcing Specialist
	Name:	Mbalenlle maBhengu Petersen
	Address:	202 Anton Lembede Street, Durban, 4001
	Tel No.	TBA
	E – mail	Mbalenlle.bhengu@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	<p>1. Stage One - Eligibility with regards to company certification: International Institute of Welding (IIW) or South African Institute of Welding (SAIW) certification according to ISO 3834 to manufacture pressure vessels Refer to T2.2-01 Technical Pre – qualification: Company's Certification</p> <p><i>Any tenderer that fails to meet the stipulated eligibility criteria will be regarded as an unacceptable tender.</i></p> <p>2. Stage Two - Functionality: Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying score for functionality is 80 points.</p> <p>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 below.</p> <p><i>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.</i></p>
C.2.7	The arrangements for a non-compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.	
C.2.12	No alternative tender offers will be considered.	
C.2.13.3	Each tender offer shall be in the English Language.	
C.2.13.5	The <i>Employer's</i> details and identification details that are to be shown on each tender offer are as follows:	<p>Identification details: The tender documents must be uploaded with:</p> <ul style="list-style-type: none"> ▪ Name of Tenderer: (insert company name) ▪ Contact person and details: (insert details) ▪ The Tender Number:

- The Tender Description

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

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

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

Time: **14:00pm on the 17th January 2024**

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. **Tenderers to provide Transnet with a Tax Clearance PIN issued by South African Revenue Services 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: **80**

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	Maximum number of points
T2.2-02 Company's Project Related Experience	Company's relevant experience with regards to the provision of supply and manufacture of heat exchangers or heat exchangers tube bundles	50
T2.2-03 Programme	Programme / Project Schedule (Ability to execute the scope of services as per the <i>Employer's</i> requirements)	50
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:

- T2.2-02 Project related Previous experience
- T2.2-03 Programme

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

The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively.

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



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

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

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

C.3.13 Tender offers will only be accepted if:

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

the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the *employer's* procurement,
- b) 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 **Technical Pre – qualification:** Company's Certification

2.1.2 These schedules will be utilised for evaluation purposes:

T2.2-02 **Evaluation Schedule:** Project related Previous experience

T2.2-03 **Evaluation Schedule:** Programme

2.1.3 Returnable Schedules:

General:

T2.2-04 Authority to submit tender

T2.2-05 Record of addenda to tender documents

T2.2-06 Letter of Good Standing

T2.2-07 Risk Elements

Agreement and Commitment by Tenderer:

T2.2-08 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

T2.2-09 Non-Disclosure Agreement

T2.2-10 RFP Declaration Form

T2.2-11 RFP – Breach of Law

T2.2-12 Certificate of Acquaintance with Tender Document

T2.2-13 Service Provider Integrity Pact

T2.2-14 Supplier Code of Conduct

1.3.2 Bonds/Guarantees/Financial/Insurance:

T2.2-15 Insurance provided by the *Contractor*

1.3.3 Transnet Vendor Registration Form:

T2.2-16 Transnet Vendor Registration Form

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

2.3 C1.2 Contract Data

2.4 C2.1 Pricing Instructions (Activity Schedule)



2.5 C2.2 Activity Schedule

ANNEXURES:

Tube bundle drawings and General arrangement drawings

T2.2-01 Technical Pre – qualification: Company's Certification

1. The *Contractor* that performs this work must have International Institute of Welding (IIW) or South African Institute of Welding (SAIW) certification meaning it has satisfied the requirements of the IIW or SAIW Manufacturer Certification Scheme according to ISO 3834 to manufacture pressure vessels.
2. The Bidder will be automatically disqualified if does not submit the accreditation certificate.

Index of documentation attached to this schedule:

.....
.....

Key for scoring proof of accreditation

Criteria/ Minimum Score	Sub - Criteria	Score
Proof of company IIW or SAIW Certification ISO 3834	The Tenderer has submitted a valid proof of accreditation (IIW or SAIW Certification) ISO 3834	Yes/No

Signed

Date

Name

Position

Tenderer

T2.2-02 Company's Project Related Experience

1. Tenderers are required to demonstrate their company's relevant experience with regards to the provision of manufacture and supply of heat exchangers or heat exchangers tube bundles, in relation to the scope of work required. They shall supply a sufficiently detailed list of projects where the Tenderer manufactured and supply heat exchangers or heat exchangers tube bundles in the last 10 years, indicating the following (refer to the table below):
2. Contactable references should be provided, and due diligence may be conducted by TPL.

NOTE: Service provider to include contactable references as TPL will be doing due diligence as part of evaluation

No.	Project Name & Scope	Start Date (MM/YY)	End Date (MM/YY)	Name and phone details of the client	Email address of the client
1					
2					
3					
4					
5					

Index of documentation attached to this schedule:

.....

Number of relevant successfully completed project of this nature

Criteria/ Minimum Score	% Weighting	Sub - Criteria	Score
Number of relevant successfully completed projects as per the scope of work in the last 10 years. Maximum 50 points	0%	Information insufficient to determine score	0
	20%	The Tenderer has demonstrated 1 service contracts, where the Tenderer manufactured and supplied heat exchangers or heat exchangers tube bundles in the last 10 years.	10
	40%	The Tenderer has demonstrated 2 service contracts, where the Tenderer manufactured and supplied heat exchangers or heat exchangers tube bundles in the last 10 years.	20
	60%	The Tenderer has demonstrated 3 service contracts, where the Tenderer manufactured and supplied heat exchangers or heat exchangers tube bundles in the last 10 years.	30
	80%	The Tenderer has demonstrated 4 service contracts, where the Tenderer manufactured and supplied heat exchangers or heat exchangers tube bundles in the last 10 years.	40
	100%	The Tenderer has demonstrated 5 or more service contracts, where the Tenderer manufactured and supplied heat exchangers or heat exchangers tube bundles in the last 10 years.	50

Signed

Date

Name

Position

Tenderer

T2.2-03: Programme

Tenderer to provide a level 4 detailed programme, duration 16 weeks or less showing the following 5 information in accordance with the scope of work:

1. Completion date for Project Quality Plan and approval by TPL before initiation of work.
2. Project Lead times items.
3. Critical path and Project milestone.
4. Completion date for manufacturing and signed Factory Acceptance test.
5. Completion date for assembly of shells and new tube bundles, pressure testing and signed Certificate of conformity.

Key for Scoring Programme

Programme / Project Schedule Maximum Points 50	0%	Submitted no information or inadequate information to determine scoring or programme is more than 16 weeks.	0
	20%	The tenderer submitted a level 4 programme, duration 16 weeks or less and 1 of the above required information.	10
	40%	The tenderer submitted a level 4 programme, duration 16 weeks or less and 2 of the above required information.	20
	60%	The tenderer submitted a level 4 programme, duration 16 weeks or less and 3 of the above required information.	30
	80%	The tenderer submitted a level 4 programme, duration 16 weeks or less and 4 of the above required information.	40
	100%	The tenderer submitted a level 4 programme, duration 16 weeks or less and 5 of the above required information.	50

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

Signed

Date

Name

Position

Tenderer



T2.2-04: 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



T2.2-05: Record of Addenda to Tender Documents

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

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



T2.2-06 Letter/s of Good Standing with the Workmen's Compensation Fund

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

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

Name of Company/Members of Joint Venture:

T2.2-07: Risk Elements

Tenderers to identify and evaluate the potential risk elements associated with the Works and possible mitigation thereof. The risk elements and the mitigation as identified thereof by the Tenderer are to be submitted.

If No Risks are identified "No Risks" must be stated on this schedule.

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

Tenders to note: Notwithstanding this information, all costs related to risk elements which are at the Contractor's risk are deemed to be included in the tenderer's offered total of the Prices.

T2.2-08: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

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

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

Signed

Date

Name

Position

Enterprise
name

SBD 6.1**PREFERENCE POINTS CLAIM FORM**

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of 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;
- (b) Preference: B-BBEE Status Level of Contribution

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

	POINTS
PRICE	80
PREFERENCE: B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Level 1 or 2	
Total points for Price and Preference must not exceed	100

1.5 Failure on the part of a bidder to submit proof of evidence required for any of the specific goals together with the bid will be interpreted to mean that preference points for that specific goal are not claimed.

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

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section

1 of the Broad-Based Black Economic Empowerment Act;

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for comparative price of bid under consideration
 Pt = Comparative price of bid under consideration
 Pmin = Comparative price of lowest acceptable bid

Selected Specific Goal	Number of points allocated (20)
B-BBEE Level of contributor – Level 1 or 2	20
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE Status contributor	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the 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 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 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	
-----	--	----	--

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- 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:

SBD 4: 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

2.2 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:

.....
.....

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.

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 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

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.

T2.2-09 NON-DISCLOSURE AGREEMENT

[AUGUST 2023]

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

**T2.2-10: 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 T2.2-16 "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.



T2.2-11: 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



T2.2-12 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

- b) geographical area where Services will be rendered [market allocation]
- c) methods, factors or formulas used to calculate prices;
- d) the intention or decision to submit or not to submit, a Tender;
- e) the submission of a tender which does not meet the specifications and conditions of the tender; or
- f) Tendering with the intention not winning the tender.

7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this tender relates.

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

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-13 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 to 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:

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

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

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

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

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

10 DISPUTE RESOLUTION

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

- Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
- Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;



- 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



T2.2-14 : 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

T2.2-15: 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	Name of Insurance Company	Cover	Premium
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 R5 000 000. (See clause 84.1 of the ECC)			
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 <i>Contractor</i> shall satisfy the <i>Employer</i> 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. (See clause 84.1 of the ECC)			
Should the <i>Employer</i> have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the <i>Contractor</i> 's policies of insurance as well as those of any sub-contractor. (See clause 84.1 of the ECC)			
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 (See clause 84.2 of the ECC)			



T2.2-16 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 issued 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 xxxxxxx):	
----------------------------	--

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
	Education al Institution	Specialise d 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
	Education al Institution	Specialise d 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	



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DESCRIPTION OF THE WORKS: MANUFACTURE AND SUPPLY OF 4 OFF HEAT EXCHANGER TUBES BUNDLES FOR THE REFRACTIONATOR PLANT AT THE TRANSNET PIPELINES TARTON DEPOT

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

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
% 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

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).

YES NO

*If Yes- Attach supporting documents

ENTERPRISE DEVELOPMENT BENEFICIARY

YES NO



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A supplier that is not as yet in our value chain that we are assisting in their developmental area.				
SUPPLIER DEVELOPMENT BENEFICIARY	YES <input type="radio"/> NO <input type="radio"/>			
A supplier that we are already doing business with or transacting with and we are also assisting them assisting them in their developmental area e.g. (They might require training or financial assistance etc.)				
GRADUATION FROM ED TO SD BENEFICIARY	YES <input type="radio"/> NO <input type="radio"/>			
When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.				
ENTERPRISE DEVELOPMENT RECIPIENT	YES <input type="radio"/> NO <input type="radio"/>			
A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention				

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"	<p>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 –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(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;"</p>

Definition of "Black Designated Groups"	<p>Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(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;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>
--	---

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



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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 – <ul style="list-style-type: none"> (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- <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> (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 % = _____ %
- 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



Transnet Pipelines

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DESCRIPTION OF THE WORKS: MANUFACTURE AND SUPPLY OF 4 OFF HEAT EXCHANGER TUBES BUNDLES FOR THE
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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.		
10. Central Supplier Database (CSD) Summary Registration Report.		



Transnet Pipelines

Contract Number: TPL/2023/12/0006/52119/RFP

Description of Works: Manufacture and Supply of Four (4) Heat Exchanger Tube Bundles for the Refractionator Plant (IRP) at the Transnet Pipelines (TPL) Tarlton Depot

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:

Manufacture and Supply of Four (4) Heat Exchanger Tube Bundles for the Refractionator Plant (IRP) at the Transnet Pipelines (TPL) Tarlton Depot

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

The offered total of the Prices exclusive of VAT is	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:

--



Transnet Pipelines

Contract Number: TPL/2023/12/0006/52119/RFP

Description of Works: Manufacture and Supply of Four (4) Heat Exchanger Tube Bundles for the Refractionator Plant (IRP) at the Transnet Pipelines (TPL) Tarlton Depot

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date



Transnet Pipelines

Contract Number: TPL/2023/12/0006/52119/RFP

Description of Works: Manufacture and Supply of Four (4) Heat Exchanger Tube Bundles for the Refractionator Plant (IRP) at the Transnet Pipelines (TPL) Tarlton Depot

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

For the tenderer:

Signature _____

Name _____

Capacity _____

On behalf of _____ (Insert name and address of organisation)

For the *Employer*

Signature _____

Name _____

Capacity _____

(Insert name and address of organisation)

Name & signature of witness _____

Date _____



Transnet Pipelines

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Description of the Works: MANUFACTURE AND SUPPLY OF 4 OFF HEAT EXCHANGER TUBES BUNDLES FOR THE
REFRACTIONATOR PLANT AT THE TRANSNET PIPELINES TARTON DEPOT

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	<p>The <i>conditions of contract</i> are the A: Priced contract with activity schedule core clauses and the clauses for main Option</p>
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	<p>X2 Changes in the law X7: Delay damages X18: Limitation of liability Z: Additional conditions of contract</p>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	<p>Z1 - Additional clauses relating to Joint Venture Z2 - Additional obligations in respect of Termination Z3 - Additional Clause Relating to Collusion in the Construction Industry Z4 - Protection of Personal Information Act</p>
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)



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Description of the Works: MANUFACTURE AND SUPPLY OF 4 OFF HEAT EXCHANGER TUBES BUNDLES FOR THE REFRACTIONATOR PLANT AT THE TRANSNET PIPELINES TARLTON DEPOT

Address	Registered address:
	Transnet Corporate Centre
	138 Eloff Street
	Braamfontein
	Johannesburg
	2000
Having elected its Contractual	
Address for the purposes of this	Transnet Pipelines
contract as:	202 Anton Lembede Street
	Durban
	4001

10.1	The <i>Project Manager</i> is: (Name)	TBA
	Address	Transnet Pipelines 202 Anton Lembede Street Durban 4001
	Tel	TBA
	e-mail	TBA
10.1	The <i>Supervisor</i> is: (Name)	TBA
	Address	Transnet Pipelines 202 Anton Lembede Street Durban 4001
	Tel No.	TBA
	e-mail	TBA
11.2(13)	The <i>works</i> are	Manufacture and Supply of Four (4) Heat Exchanger Tube Bundles for the Intermixture Refractionator Plant (IRP) at the Transnet Pipelines (TPL) Tarlton Depot
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	<i>Contractor's Manufacturing Workshop</i>
11.2(19)	The Works Information is in	Part C3



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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 Contractor's main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.
3	Time	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	23 May 2024
11.2(9)	The <i>key dates</i> and the <i>conditions</i> Condition to be met to be met are:	key date
		1. Manufacture of 4 New Tube Bundles & Signed Factory Acceptance Test (FAT). 23 May 2024 Fitting of New Tube Bundles inside shells, Pressure Testing & Signed Certificate of Conformity (COC) by TPL Approved Inspection Authority (AIA) Delivery of Shells & New Tube Bundles at Tarlton Depot
30.1	The <i>access dates</i> are	Part of the Site
		1 Access to IRP for Delivery
		Date
		23 May 2024
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	To be submitted with the tender
31.2	The <i>starting date</i> is	01 February 2024



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REFRACTIONATOR PLANT AT THE TRANSNET PIPELINES TARTON DEPOT

32.2 The *Contractor* submits revised programmes at intervals no **1 week** longer than

4 Testing and Defects

42.2 The *defects date* is **52 (fifty-two) weeks after Completion of the whole of the works.**

43.2 The *defect correction period* is **2 (two) weeks**

5 Payment

50.1 The *assessment interval* is **18th (eighteenth) day of each successive month.** monthly on the

51.1 The *currency of this contract* is **South African Rand.** the

51.2 The period within which **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.** payments are made is

51.4 The *interest rate* is **the prime lending rate of Rand Merchant Bank of South Africa.**

6 Compensation events **No additional data is required for this section of the *conditions of contract.***

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

8 Risks and insurance

80.1 These are additional *Employer's* **None** risks

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

1 Insurance against: **Loss of or damage to the works, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.**



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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 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.

2 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 subcontractor

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



Transnet Pipelines

Contract Number TPL/2023/12/0006/52119/RFP

Description of the Works: MANUFACTURE AND SUPPLY OF 4 OFF HEAT EXCHANGER TUBES BUNDLES FOR THE
REFRACTIONATOR PLANT AT THE TRANSNET PIPELINES TARTON DEPOT

4 The insurance coverage referred to in 1, 2 and 3, 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

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:

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

Principal Controlled Insurance policy for Contract

9 Termination **There is no additional Contract Data required for this section of the conditions of 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



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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:	The Chairman of the Association of Arbitrators (Southern Africa)
	If no <i>Adjudicator nominating body</i> is entered, it is:	the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The 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	
	<ul style="list-style-type: none"> - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is 	The Chairman of the Association of Arbitrators (Southern Africa)

X2	Changes in the law	No additional data is required for this Option
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X7.	Delay damages	
X7.1	Delay damages for completion of the whole of the works are:	R30 000.00 per day
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:	Total of the Prices



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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 deductible of the relevant insurance policy
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 cost of correcting the Defect
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:	The Total of the Prices
X18.5	The <i>end of liability date</i> is	3 years after Completion of the whole of the works

Z *Additional conditions of contract are:*

Z1 *Additional clauses relating to Joint Venture*

Z1.1 *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;**



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

**Z1.2****Insert additional core clause 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*.

Z2 Additional obligations in respect of Termination**Z2.1**

The following will be included under core clause 91.1:

In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and

Under the second main bullet, insert the following additional bullets after the last sub-bullet:

- **commenced business rescue proceedings (R22)**
- repudiated this Contract (R23)**

Z2.2 Termination Table

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

Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"

Z2.3

Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."

Z3 Additional Clause Relating to Collusion in the Construction Industry**Z3.1**

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



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Z4 Protection of Personal Information Act

Z4.1

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.



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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	C2.2		
11.2(30)	The tendered total of the Prices is	(in figures) (in words), excluding VAT		
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



PART 2: PRICING DATA

Document reference	MANUFACTURE, AND SUPPLY OF 4 OFF TUBES BUNDLES FOR IRP HEAT EXCHANGERS	No of pages
C2.1	Pricing instructions: Option A	1
C2.2	Activity Schedule	2



C2.1 Pricing Instructions: Option A

1. The *conditions of contract*

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

Clause 11 in NEC3 Engineering and Construction Contract, June 2005, (with amendments June 2006 and April 2013) (ECC) Option A states:

**Identified 11
and
defined 11.2
terms**

- (20) The Activity Schedule is the *activity schedule* unless later changed in accordance with this contract.
- (22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.
- (27) The Price for Work Done to Date is the total of the Prices for
 - each group of completed activities and
 - each completed activity which is not in a group
 A completed activity is one which is without Defects which would either delay or be covered by immediately following work.
- (30) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

1.2. Measurement and Payment

- 1.2.1 The Activity Schedule provides the basis of all valuations of the Price for Work Done to Date, payments in multiple currencies, price adjustments for inflation and general progress monitoring.
- 1.2.2 The amount due at each assessment date is based on **completed activities and/or milestones** as indicated on the Activity Schedule.
- 1.2.3 The Activity Schedule work breakdown structure provided by the *Contractor* is based on the Activity Schedule provided by the *Employer*. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The activity schedule work breakdown structure is compiled to the satisfaction of the *Project Manager* with any additions and/or amendments deemed necessary.
- 1.2.4 The *Contractor's* detailed Activity Schedule summates back to the Activity Schedule provided by the *Employer* and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.



- 1.2.5 The short descriptions in the Activity Schedule are for identification purposes only. All work described in the Works Information is deemed included in the activities.
- 1.2.6 The Activity Schedule is integrated with the Prices, Accepted Programme and where required the forecast rate of payment schedule.
- 1.2.7 Activities in multiple currencies are separately identified on both the Activity Schedule and the Accepted Programme for each currency.
- 1.2.8 The tendered total of the prices as stated in the Contract Data is obtained from the Activity Schedule summary. The tendered total of the prices includes for all direct and indirect costs, overheads, profits, risks, liabilities and obligations relative to the Contract.



C2.2 Activity Schedule

The Tenderer details his Activity Schedule as per below.

Activity No	Activity Description	Unit	Price of activity
A1	<p>Manufacture of 4 x Tube Bundles and Factory Acceptance Test.</p> <p>Fitting of 4 x new Tube bundles inside shells (TPL to free issue the shells).</p> <p>Pressure Testing of 4 x shell and new tube bundles (TPL AIA to sign COC).</p> <p>Delivery of 4 x shell and new tube bundles to Tarlton Depot.</p>	Sum	R
Total price excluding VAT			R

PART C3: SCOPE OF WORK

Document reference	MANUFACTURE, AND SUPPLY OF 4 OFF TUBES BUNDLES FOR IRP HEAT EXCHANGERS	No of page
C3.1	<i>Employer's Works Information</i>	9
	Total number of pages	9

C3.1 EMPLOYER'S WORKS INFORMATION

Contents

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1.3. Scope and Deliverables.....	3
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SECTION 1

3 Description of the works

Project background

The Intermixture Refractionator Plant (IRP) consists of various Distillation accessory equipment; amongst them are the four (4) Heat Exchangers; EX-002A, EX-002B, EX-002C and EX-002D to transfer heat between products.

The equipment requires major maintenance every three (3) years to ensure that it does not impact on the efficiency of the plant. The last statutory maintenance was completed in May 2020. During this period, the heat exchanger tube bundles were found in poor condition with many repairs. Due to the extent of repairs, the tube bundles require replacement at the next shutdown.

1.2. *Employer's objectives*

The *Employer's* objectives are:

- Supply the new tube bundles for the four (4) Heat Exchangers as per the attached design drawings and specifications (like for like).
- To increase efficiency and reliability of the Refractionator Plant operation.

1.3. **Scope and Deliverables**

The works that the *Contractor* is to perform involves the manufacture, and supply (4) off tube bundles for the heat exchangers :

- **Manufacture and Supply of new Tube bundles:**

- Manufacture and supply new tube bundles for the four (4) heat exchangers at the IRP—as per the attached as-built design drawings for “feed/bottoms exchanger forging and Mach” and “feed/bottom exchanger bundles details” and General arrangements drawings for heat exchangers are attached for reference (**Refer to Annexure: Drawings**).
- Details specifications, parameters, part list, materials are included on the as-built drawings.
- The *Contractor* to provide Factory Acceptance Test and signed by the *Employer* representative.
- The *Contractor* to fit new tube bundles inside the shells, provide all consumables required (e.g., bolts, nut, gaskets etc), pressure test the shell and new tubes, the *Employer* Approved Inspection Authority AIA to witness the pressure test and sign Certificate of Conformity (COC). The *Employer* will free issue the 4 x shells. The *Contractor* to issue one week prior notice to the *Employer* for AIA to witness the pressure testing of the shells and new tube bundles.
- Contractor to deliver the shell and new tube bundles at Tarlton depot.
- TPL will do the installation of the shell and new tube bundles at Tarlton Depot.
- The works need be completed within 16 weeks shutdown period of the IRP, to avoid delays to handover the IRP to operations.

- **Inclusion in the scope:**

- Compilation and submission of a Quality Control Plan.
- New tubing to comply to **SA179-19,05mm x 2,11 mm x 6,096 mm- 170 per bundle.**
- New spacer tubes as per **SABS 62.**
- New Tube Sheets as per **SA266 Gr 2 / Forging.**
- New Baffles as per **SABS 1431 – Gr 300WA.**
- New Tie Rods as per **SABS 1431 – Gr 300WA.**
- New Impingement Plate as per **SABS 1431 – Gr 300WA.**
- New Lifting Lug as per **SA516 Gr 60.**
- New Pulling Lug as per **SA516 Gr 70.**
- New Partition Plate as per **SA516 Gr 60.**
- New Studs and Bolts as per **SA193 – B7.**
- New Gaskets **304L SS, 4mm 475 x 450mm 304/GRP**
- Procure New Sealing Strips as per **SA516 Gr 60.**
- New Dowel Pins as per **Gr 4,6.**
- Assemble Tubes Sheets
- Load tubes into Unit
- Assemble Baffles + Tie Rods
- Assemble all Plates – Impingement + Partition
- Assemble all gaskets
- Weld Tubes to tube sheet
- NDE's on all tube sheet welds
- Procure new name plate
- Draught New Manufacture Drawings
- Pressure Test Unit
- Deliver Units to Transnet Pipeline
- Provide Code Data Book
- Installation of Tube Bundles on site.
- Mechanical Design Calculations
- Floating Head Dome
- Backing Rings

The *Contractor* will be required to provide the following deliverables on completion of works:

- To provide Mechanical Design Calculations, As-built drawings, Data sheets and New Name Plate.
- Factory Acceptance Test (FAT) – Hydrostatic Testing of the Tubebundle.
- An integrity report of the Tube bundles, and craftsmanship guarantees and any other relevant end of job documents as proof that the components are within the applicable requirements (NDE, Weld maps, QCP, Databook's etc.).

- **Exclusion in the Scope**

- Appointment of the AIA.
- Installation on site.
- Offloading of shell and tube bundles at Tarlton. TPL to provide a mobile crane to offload.
- Field hydrostatic test.
- Any insulation on site.

- **Applicable Standards**

Order of precedence shall be given to the following applicable documents in descending order:

- Legislation/ Codes (OHS Act/ PER / SANS 347 / ASME).
- Data sheets / Drawings.
- TPL Standards and Specifications.

Note that where the requirements of this requisition, data sheets and drawings are more stringent than those of local Legislation or Design Codes, then the more stringent requirements shall apply.

- **Legislation, Standards, Specifications, Design Codes and Code Practices**

Note: The list in the below table is **not exhaustive**

NUMBER	TITLE
OHS Act 85	Occupational Health and Safety Act of RSA, 1993
SANS 347	Categorization and Conformity Assessment Criteria for all Pressure Equipment
SANS 31 (EN 10204: 2004)	Metallic Products – types of Inspection Documents
PER No. 734	Pressure Equipment Regulation
ISO 9001 to 9004	Quality Assurance Systems
ASME VIII Div 1	Rules for Construction of Pressure Vessels (and applicable Code Cases)
ASME II	Material Properties
ASME V	Non-destructive Examination
ASME IX	Welding and Brazing Qualifications
ASME B16.5	Pipe flanges and flanged fittings NPS 1/2 through NPS 24
ASME B46.1	Surface Texture (Surface Roughness, Waviness, and Lay)
ASME B16.20	Metallic gaskets for pipe flanges – Ring Joint, Spiral Wound and Jacketed
TEMA	Standards of the Tubular Exchanger Manufacturers Association
ISO 16812	Petroleum and Natural Gas Industries – Shell-and-Tube Heat Exchangers

- **Pre & Post-dispatch**

- Prior to dispatch, the Tubebundle shall be thoroughly cleaned inside and outside and shall be free from grease, weld spatter, scale, slag, rust, and any other foreign matter.
- The equipment shall be packed and braced to prevent any damage or deformation during transportation.

- **Missing specifications, drawings, data sheets**

- If there are any TPL related documents listed in Annexures or SOW that are not included in the package received by the *Contractor*, TPL shall be advised so that the missing documents can be forwarded to the *Contractor*. The *Contractor* is assumed to have copies of the latest codes and specifications listed in this document.

SECTION 2

2. TPL Tarlton depot access control

2.1. Employer's depot entry and security control, permits, and site regulation.

2.1.1. The *Contractor* complies with the following requirements of the *Employer*:

All individual entering or exiting the site will have to sign in and out in the primary and secondary access points on site and undergo a Breathalyzer test. All vehicles entering or exiting the site will be subject to searches. All equipment (i.e., laptops) needs to be declared when entering and exiting the site.

2.1.2. Restrictions to access at depot, roads, walkways, and barricades.

- Certain areas (site, roads, walkways, and barricades) require minimum personal protective equipment, which is communicated through signage throughout the site, all contractor personnel must adhere to these rules. It is also imperative that the *Contractor* personnel wear fully visible identification tags.

2.1.3. The Contractor delivery transportation need to comply to roadworthy requirements, have valid licence disk, drive have a valid driver's licence, no leaking oil etc.

2.1.4. The *Contractor* complies with the following requirements of the *Employer*:

- All *Contractor* personnel must wear the minimum required personal protective equipment (flame proof overalls, safety boots and safety hat) within the depot, and adhere to all relevant signage within their working area. TPL as well as open a permit before conducting any work.

SECTION 3

3. Contract Management

3.1 Planned management meetings and general meetings

The *Employer* will hold a Pre-work commencement meeting to clarify what is required of the *Contractor* aligned to the scope of work. During the contracts, management meeting will be held as and when required to ascertain the progress of the work.

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

separately by the person identified in the conditions of contract to carry out such actions or instructions.

3.2. Invoicing

- When the *Employer* certifies payment following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.
- The invoice must correspond to the *Employer's* assessment of the amount due to the *Contractor* as stated in the payment certificate.
- Invoices must be submitted by the end of the month.
- The invoice states the following:
 - The amount paid to date,
 - Amount for payment (excluding VAT),
 - VAT amount,
 - VAT number for Transnet and *Contractor*
 - Amount for payment (including VAT),
 - Any interest payable,
 - A statement is to accompany each invoice.
- The invoice contains the supporting detail.
- Proof of invoice is to be hand delivered at the end of the assessment month.
Statements must accompany invoices.
- The invoice can be emailed.
- Invoices submitted by hand are presented to:
 - Invoices TRANSNET PIPELINES
202 ANTON LEMBEDE STREET
Durban
4001
 - For the attention of The *Contract Manager*
 - The invoice is presented as original.
- The *Contractor* ensures that the *Employer* has his correct banking information to make the electronic payment transfer.
- All payments are provisional and subject to audit. The *Contractor* preserves his records for such a period as legislation requires, but in any event not less than five (5) years.
- The *Employer* deducts any amount owed by the *Contractor* to the *Employer* from any amount payable by the *Employer* to the *Contractor*.
- Invoices are payable at the end of the following month of submission provided that all backup has been provided and queries being addressed by the *Contractor* by the 10th of the following month of submission.

SECTION 4

4.1. Quality assurance requirements

The *Contractor* will have to submit all necessary quality documentation to the *Employer* prior to the commencement of works.

4.1.1. Quality Plan

- The *Contractor* is required to submit the Project Quality Plan (PQP) which entail standards and procedures which ensure the requirements of the *Employer* are met. The *Contractor* PQP to include the following:
 - Quality Policy: The *contractor* to submit a quality policy signed by the Chief Executive Officer, applicable to their services rendered.
 - Document control – The contractor to provide a description of how documents provided by TPL will be managed. management tools and databases, internal and external distribution of documents to TPL, third parties, internal review and approval routes and authorities, receipts, registration and maintained, codes, standards, and specifications.
 - Quality planning and assurance - The contractor to provide a description of how quality planning and assurance will be conducted during the overall manufacturing of the Tube bundles. The contractor quality assurance to include demonstration of excellent knowledge of TEMA (Tubular Exchangers Manufacturers Association), Excellent knowledge of API 660 - Shell-and-Tube Heat Exchangers, Excellent knowledge of ASME codes (American Society of Mechanical Engineers), Materials (ASME II-A, B, C, D), Design (ASME VIII Div I & Div II) AND Testing & Inspection (ASME V).
 - Quality Control – The contractor to provide quality control procedure during manufacturing of heat exchangers clearly describing inspection points.
 - Procedure and testing of Tube bundle assembly.

TRANSNET PIPELINES

CONTRACT NUMBER: TPL/2023/12/0006/52119/RFP

DESCRIPTION OF THE WORKS: MANUFACTURE AND SUPPLY OF 4 OFF HEAT EXCHANGER TUBES

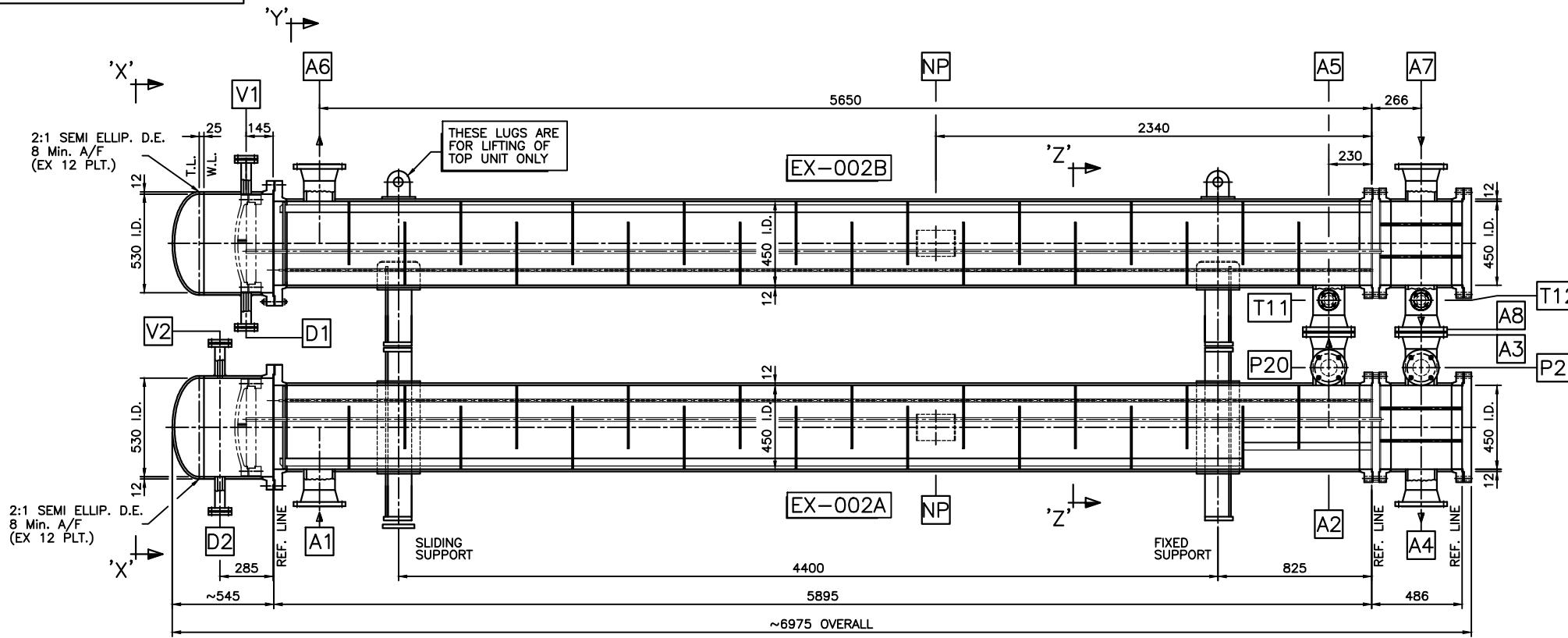
BUNDLES FOR THE INTERMIXTURE REFRACTIONATOR PLANT AT THE TRANSNET PIPELINES (TPL)

TARLTON DEPOT

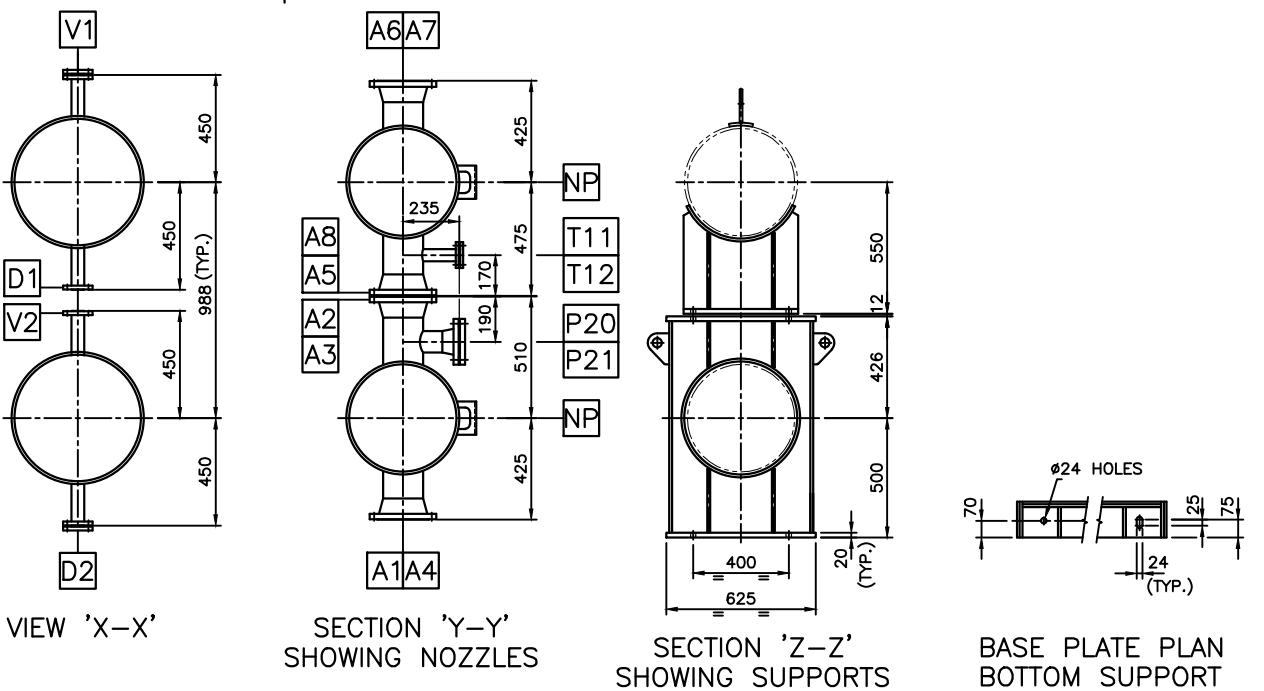


Annexure: Drawings

IF IN DOUBT, ASK.



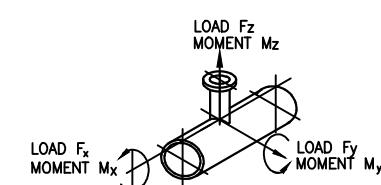
ELEVATION



GENERAL NOTES:

1. ALL FLANGE BOLT HOLES TO STRADDLE THE NATURAL CENTRE LINES.
2. JACKSCREW HOLES TO BE EQUALLY SPACED AND BETWEEN BOLT HOLES.
3. PRIOR TO DESPATCH & TRANSPORT ALL FLANGES TO BE PROTECTED WITH WOODEN BLANKS, NON ASB, FIBRE GASKET & 4 BOLTS.
4. ALL DOUBLER PLATES TO HAVE A 1/4" NPT. TELL TALE HOLE AT LOWEST POINT & FILLED WITH GREASE AFTER LEAK TEST, PRIOR TO SHIPMENT OF HEAT EXCHANGER.
5. INSIDE CORNERS OF ALL NOZZLES TO BE RADIUSED R.3
6. SURFACE PREPARATION: CARBON STEEL TO BE SANDBLASTED TO SA 2½ & PAINTED IN ACCORDANCE WITH ENG. STANDARD 25913-83A1 & GEA PROCEDURE QAW 09-08-1
7. THE VESSEL ITEM No. IS TO BE STAMPED ON THE OUTER PERIPHERY OF ALL REMOVABLE FLANGES & THE TUBESHEETS
8. ALL WELDS OR OTHER ROUGH SPOTS ON THE INSIDE OF THE SHELL TO BE GROUND SMOOTH & FLUSH WITH THE INSIDE SURFACE - SHELL SIDE ONLY.
9. THE CARBON CONTENT OF CARBON STEEL SHALL NOT EXCEED 0,23% & THE CARBON EQUIVALENT SHALL NOT EXCEED 0,4% WHERE $CE = C + Mn/6$
10. COMP PADS SHALL CONFORM TO THE SHAPE OF THE PRESSURE COMPONENT TO WITHIN 2mm. THE GAP AT THE PERIPHERY OF THE PAD SHALL BE BETWEEN 0,5-1mm.
11. FLAME CUTTING OF BOLT HOLES IS NOT PERMITTED.
12. THE MINIMUM TOE TO TOE DISTANCE OF ANY WELD IS NOT TO BE LESS THAN 25mm OR 2t WHICHEVER IS THE GREATER.
13. ALL NDE REQUIREMENTS ARE SHOWN ON WELD MAP DRG. No's. C-711/606A/2A&2B AND C-711/606B/2A&B

NOZZLE LOADS



FOSTER WHEELER ENGINEERING STANDARDS

25913-1900A	01	GENERAL NOTES REQUISITION
25913-1900A	Att.2	GENERAL REQUIREMENTS FOR HEAT EXCHANGERS
25913-10C1	A1	FABRICATION DIMENSIONAL TOLERANCES
25913-21A1	A1	H.E. NOZZLE LOADS & MOMENTS
25913-10B126	A1	NOZZLE DETAILS
25913-10B14.11	A1	HORIZONTAL VESSEL INSULATION SUPPORTS
25913-21A1	A1	GENERAL REQUIREMENTS FOR SHELL & TUBE HEAT EXCH
25913-21B3	A1	NAMEPLATE FOR SHELL & TUBE HEAT EXCHANGERS
25913-83A1	A1	PROTECTIVE PAINT & COATINGS
25913-88C1	A1	GENERAL REQUIREMENTS FOR WELDED FABRICATION

BOLT LOCATION.	No. OFF BOLTS.	SIZE OF BOLTS.	Min TORQUE Nm	Max. TORQUE Nm
CHANNEL/COVER	20	3/4"	250	300
CHANNEL/TSH/TSH/SHELL	20	3/4"	250	300
SHELL/SHELL COVER	20	3/4"	250	300
FLOAT HD/BACK RING	20	3/4"	250	300

NOZZLE SCHEDULE					
MK	NB	SCH	CLASS	TYPE/FACING	SERVICE
A1	6"	120	150	WNRF	SHELL SIDE INLET
A2	6"	120	150	WNRF	SHELL SIDE OUTLET
A3	6"	80	150	WNRF	TUBE SIDE INLET
A4	6"	80	150	WNRF	TUBE SIDE OUTLET
A5	6"	120	150	WNRF	SHELL SIDE INLET
A6	6"	120	150	WNRF	SHELL SIDE OUTLET
A7	6"	80	150	WNRF	TUBE SIDE INLET
A8	6"	80	150	WNRF	TUBE SIDE OUTLET
T11	1"	—	150	LWNRF	TEMPERATURE NOZZLE c/w BLIND FLANGE
T12	1"	—	150	LWNRF	TEMPERATURE NOZZLE c/w BLIND FLANGE
P20	3"	80	150	WNRF	PRESSURE NOZZLE c/w BLIND FLANGE
P21	3"	80	150	WNRF	PRESSURE NOZZLE c/w BLIND FLANGE
D1	1"	—	300	LWNRF	DRAIN c/w BLIND
D2	1"	—	300	LWNRF	DRAIN c/w BLIND
V1	1"	—	300	LWNRF	VENT c/w BLIND
V2	1"	—	300	LWNRF	VENT c/w BLIND

INSPECTION AUTHORITY : SAIBA ENGINEERING
FLANGE FACE FINISH : 3.2-6.3 μm Ra MAX.
FLANGES TO ANSI B16.5

DESIGN DATA

DESIGN CODE : ASME VIII DIV.1 2004 W & TEMA 'R' 8th. EDITION 99

ITEM TYPE: AES	SHELL		TUBE
DESIGN PRESSURE	kPa(g)	880	880
EXTERNAL PRESSURE	kPa(g)	FV	FV
MAX. ALLOW. WORKING PRESS / LIMITING COMPONENT	kPa(g)	880/TUBESHEET	880/TUBESHEET
DESIGN TEMPERATURE	°C	235	320
OPERATING PRESSURE (IN/OUT)[UNIT EX-002A]	kPa(g)	685/676	566/523
OPERATING PRESSURE (IN/OUT)[UNIT EX-002B]	kPa(g)	676/668	607/566
OPERATING TEMP. (IN/OUT)[UNIT EX-002A]	°C	25/56,4	102,5/62,4
OPERATING TEMP. (IN/OUT)[UNIT EX-002B]	°C	56,4/95,8	152,1/102,5
SHOP HYDRO TEST PRESSURE (HORIZ-TOP)	kPa(g)	1680	1200
FIELD HYDRO TEST PRESSURE (BTM)	kPa(g)	1110	1160
RADIOGRAPHY		FULL	FULL
JOINT EFFICIENCY (SHELL/HEAD)		1/1	1/-
STRESS RELIEF		NO	NO
MIN. DESIGN METAL TEMPERATURE	°C	0	0
CORROSION ALLOWANCE	mm	3	0 (3 T/SHT.)
PROCESS FLUID		FEED SLOP	DIESEL
INSULATION (TYPE/THK.)	/mm	PERSONNEL PROTECTION	PERSONNEL PROTECTION
CAPACITY	m ³	0,735	0,262
MASS (PER UNIT)	EMPTY	kg	2560
	FULL OF WATER	kg	3557
	OPERATING	kg	.

 SAIBA ENGINEERING CC
STATUS A B C I/O SIGN / DATE / STAMP

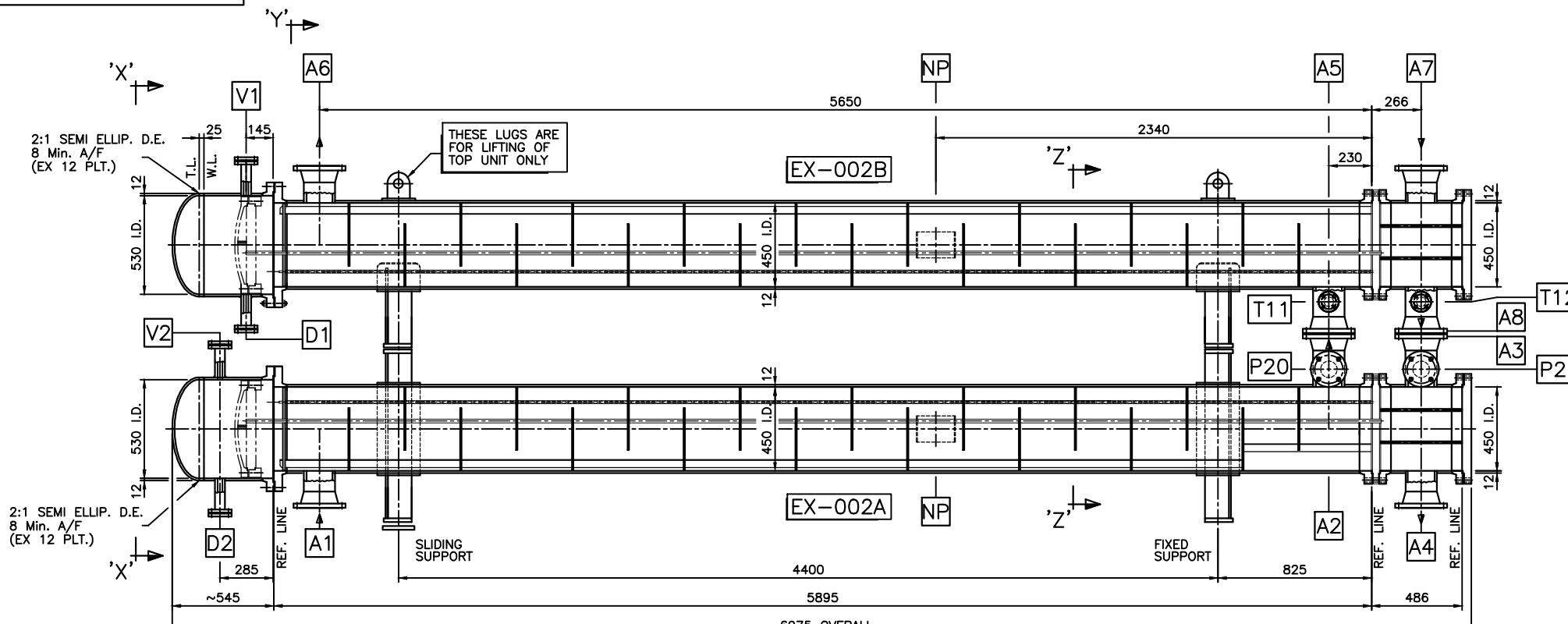
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1. Rejected. 2. Comments As Noted. 3. Minor Comments (Acceptable) 4. No Comments. 5. Information Only.		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
BY:	DEPT:	DATE:		
Compliance with comments does not relieve Supplier of responsibility for the Correctness of his work or of any damage or expense incurred.				
A - PROCEED B - PROCEED; CHANGE AS NOTED & RESUBMIT C - DO NOT PROCEED; CHANGE AS NOTED & RESUBMIT I/O - INFORMATION ONLY; NOT REVIEWED. Approval of this document does not relieve contractor/vendor of his responsibility or liability under the contract purchase order.				
Foster Wheeler South Africa Contract No. : 25913 Foster Wheeler South Africa Order No. : 25913/PPY 579/02 Foster Wheeler South Africa Requisition No.: 25913-1211AA Item No. : EX-002A/B Client's Name : Petronet Project Title : Intermixture Refractionator Project Project Location : Tarlton, Gauteng, South Africa C/o: P. D. Smith, N. S. S. (Pty) Ltd.				

Statement of Work, Scope of Work, or General Description of Work to be performed, or guaranteed stated or implied in the order.				Client Drawing No.	: GZ1-140	
4						
3	29.11.05	J.W	"AS BUILT"			
2	6.9.05	A.B.	DIM TO 'A1&A6' WAS 5660, CORRECTED IN LINE WITH SHELL DRG	6.09.05	A.B	M.G.
1	30.6.05	B.B.	EXCHANGER C/C DIMENSION INCREASED TO ACCOMMODATE ADDED NOZZLES T10/11 & T20/21. NOZZLE DESIGNATION CHANGED AND DESIGN DATA REVISED	7.7.05	R.T.	M.G.
A	6.6.05	B.B.	ISSUED FOR APPROVAL	6.6.05	A.B.	
REV.	DATE	NAME	REMARKS		DATE	CHCKD

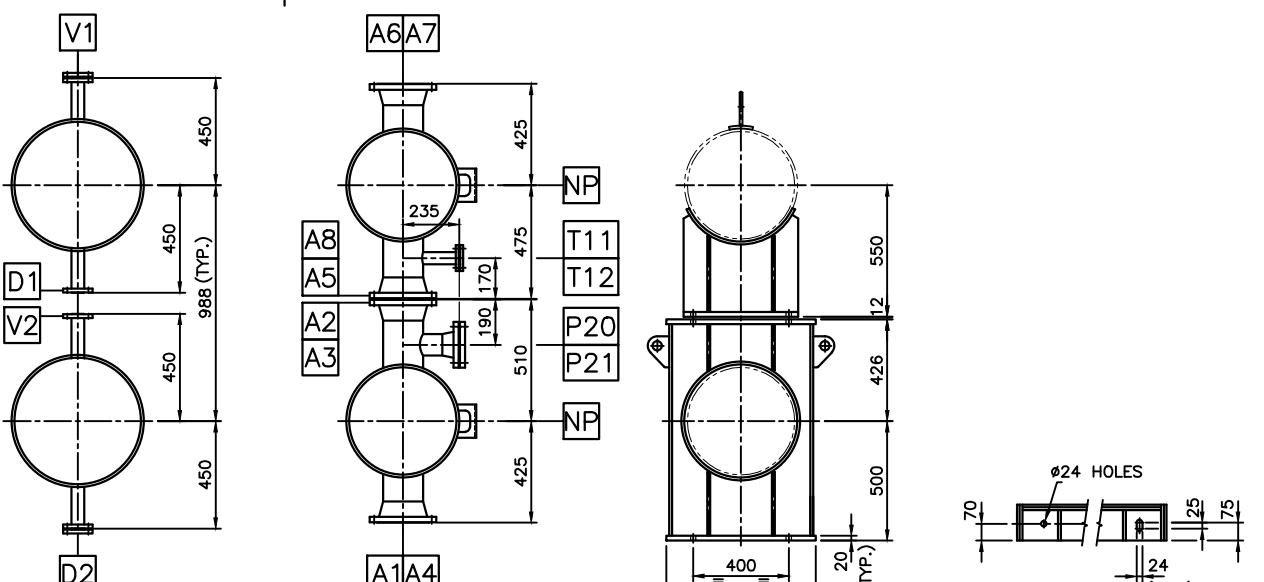
DATE	NAME	GEA ORDER No. C-711/606	Manufacturer:	AIRCOOLED SYSTEMS (Pty.) LTD. R.S.A.
DRWN.	18.5.05	B.B.	GEA	Energy Technology Division
CHK.	6.6.05	A.B.		(Reg. No.: 75/00303/07)
APP.	6.6.05	M.C.		

TITLE		EX-002A	SCALE	GEA No.	REV.
FEED/BOTTOMS EXCHANGER		1:15	C-711/606A/1		3
GENERAL ARRANGEMENT			DOC. No.	1077; G-0D-4-0012	
		A1	CLIENT No.		

IF IN DOUBT, ASK.



ELEVATION



VIEW 'X-X'

SECTION 'Y-Y'
SHOWING NOZZLES

SECTION 'Z-Z'
SHOWING SUPPORTS

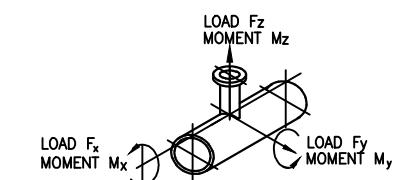
BASE PLATE PLAN
BOTTOM SUPPORT

GENERAL NOTES:

- ALL FLANGE BOLT HOLES TO STRADDLE THE NATURAL CENTRE LINES.
- JACKSCREW HOLES TO BE EQUALLY SPACED AND BETWEEN BOLT HOLES.
- PRIOR TO DESPATCH & TRANSPORT ALL FLANGES TO BE PROTECTED WITH WOODEN BLANKS, NON ASB, FIBRE GASKET & 4 BOLTS.
- ALL DOUBLER PLATES TO HAVE A 1/4" NPT. TELL TALE HOLE AT LOWEST POINT & FILLED WITH GREASE AFTER LEAK TEST, PRIOR TO SHIPMENT OF HEAT EXCHANGER.
- INSIDE CORNERS OF ALL NOZZLES TO BE RADIUSED R.3
- SURFACE PREPARATION: CARBON STEEL TO BE SANDBLASTED TO SA 2 1/2 & PAINTED IN ACCORDANCE WITH ENG. STANDARD 25913-83A1 & GEA PROCEDURE QAW 09-08-1
- THE VESSEL ITEM NO. IS TO BE STAMPED ON THE OUTER PERIPHERY OF ALL REMOVABLE FLANGES & THE TUBESHEETS
- ALL WELDS OR OTHER ROUGH SPOTS ON THE INSIDE OF THE SHELL TO BE GROUND SMOOTH & FLUSH WITH THE INSIDE SURFACE - SHELL SIDE ONLY.
- THE CARBON CONTENT OF CARBON STEEL SHALL NOT EXCEED 0.23% & THE CARBON EQUIVALENT SHALL NOT EXCEED 0.4% WHERE CE=C+Mn/6
- COMP PADS SHALL CONFORM TO THE SHAPE OF THE PRESSURE COMPONENT TO WITHIN 2mm. THE GAP AT THE PERIPHERY OF THE PAD SHALL BE BETWEEN 0.5-1mm.
- FLAME CUTTING OF BOLT HOLES IS NOT PERMITTED.
- THE MINIMUM TOE TO TOE DISTANCE OF ANY WELD IS NOT TO BE LESS THAN 25mm OR 25mm WHICHEVER IS THE GREATER.
- ALL NDE REQUIREMENTS ARE SHOWN ON WELD MAP DRG. No's. C-711/606A/2A&2B AND C-711/606B/2A&B

MK.	NB	MOMENTS			FORCES	
		M _x	M _y	M _z	F _x	F _y
A1-8	6"	2500	2500	2500	5000	5000
					Nm	N

NOZZLE LOADS



FOSTER WHEELER ENGINEERING STANDARDS

25913-1900A	01	GENERAL NOTES REQUISITION
25913-1900A Att.2	01	GENERAL REQUIREMENTS FOR HEAT EXCHANGERS
25913-10C1	A1	FABRICATION DIMENSIONAL TOLERANCES
25913-21A1	A1	H.E. NOZZLE LOADS & MOMENTS
25913-10B126	A1	NOZZLE DETAILS
25913-10B14.11	A1	HORIZONTAL VESSEL INSULATION SUPPORTS
25913-21A1	A1	GENERAL REQUIREMENTS FOR SHELL & TUBE HEAT EXCH.
25913-21B3	A1	NAMEPLATE FOR SHELL & TUBE HEAT EXCHANGERS
25913-83A1	A1	PROTECTIVE PAINT & COATINGS
25913-88C1	A1	GENERAL REQUIREMENTS FOR WELDED FABRICATION

BOLT LOCATION	No. OFF BOLTS.	SIZE OF BOLTS.	Min TORQUE Nm	Max. TORQUE Nm.
CHANNEL/COVER	20	3/4"	250	300
CHANNEL/TSH/SHLL	20	3/4"	250	300
SHELL/SHELL COVER	20	3/4"	250	300
FLOAT HD/BACK RING	20	3/4"	250	300

NOZZLE SCHEDULE

MK	NB	SCH	CLASS	TYPE/FACING	SERVICE
A1	6"	120	150	WNRF	SHELL SIDE INLET
A2	6"	120	150	WNRF	SHELL SIDE OUTLET
A3	6"	80	150	WNRF	TUBE SIDE INLET
A4	6"	80	150	WNRF	TUBE SIDE OUTLET
A5	6"	120	150	WNRF	SHELL SIDE INLET
A6	6"	120	150	WNRF	SHELL SIDE OUTLET
A7	6"	80	150	WNRF	TUBE SIDE INLET
A8	6"	80	150	WNRF	TUBE SIDE OUTLET
T11	1"	—	150	LWNRF	TEMPERATURE NOZZLE c/w BLIND FLANGE
T12	1"	—	150	LWNRF	TEMPERATURE NOZZLE c/w BLIND FLANGE
P20	3"	80	150	WNRF	PRESSURE NOZZLE c/w BLIND FLANGE
P21	3"	80	150	WNRF	PRESSURE NOZZLE c/w BLIND FLANGE
D1	1"	—	300	LWNRF	DRAIN c/w BLIND
D2	1"	—	300	LWNRF	DRAIN c/w BLIND
V1	1"	—	300	LWNRF	VENT c/w BLIND
V2	1"	—	300	LWNRF	VENT c/w BLIND

INSPECTION AUTHORITY : SAIBA ENGINEERING
FLANGE FACE FINISH : 3.2-6.3 μ m Ra MAX.
FLANGES TO ANSI B16.5

DESIGN DATA

DESIGN CODE : ASME VIII DIV.1 2004 W & TEMA 'R' 8th. EDITION 99	SHELL	TUBE
TEMA TYPE: AES		
DESIGN PRESSURE	kPa(g)	880
EXTERNAL PRESSURE	kPa(g)	FV
MAX. ALLOW. WORKING PRESS / LIMITING COMPONENT	kPa(g)	880/TUBESHEET
DESIGN TEMPERATURE	°C	235
OPERATING PRESSURE (IN/OUT)[UNIT EX-002A]	kPa(g)	685/676
OPERATING PRESSURE (IN/OUT)[UNIT EX-002B]	kPa(g)	676/668
OPERATING TEMP. (IN/OUT)[UNIT EX-002A]	°C	25/56,4
OPERATING TEMP. (IN/OUT)[UNIT EX-002B]	°C	56,4/95,8
SHOP HYDRO TEST PRESSURE (HORIZ-TOP)	kPa(g)	1680
FIELD HYDRO TEST PRESSURE (BTM)	kPa(g)	1110
RADIOGRAPHY		FULL
JOINT EFFICIENCY (SHELL/HEAD)		1/1
STRESS RELIEF		1/-
MIN. DESIGN METAL TEMPERATURE	°C	0
CORROSION ALLOWANCE	mm	3
PROCESS FLUID		FEED SLOP
INSULATION (TYPE/THK.)	/mm	PERSONNEL PROTECTION
CAPACITY	m ³	PERSONNEL PROTECTION
MASS (PER UNIT)	kg	0,735
EMPTY	kg	2560
FULL OF WATER	kg	3557
OPERATING	kg	.

SAIBA ENGINEERING CC
STATUS A B C IO SIGN / DATE / STAMP

DESIGN

QA

WELDING

A - APPROVED

B - PROCESS CHANGE AS NOTED & RESUBMIT

C - DO NOT PROCEED: CHANGE AS NOTED & RESUBMIT

IO - INFORMATION ONLY: NOT REVIEWED.

Authorization to proceed does not relieve the contractor of his responsibility or liability under the contract purchase order.

Foster Wheeler South Africa (Pty) Ltd.

- Rejected.
- Comments As Noted.
- Minor Comments (Acceptable)
- No Comments.
- Information Only.

em depd dated

Compliance with comments does not relieve Supplier/Contractor of Responsibility for the Correctness of His Work or of any Representations, Warranties or Guarantees Stated or Implied in the Order.

Foster Wheeler South Africa Contract No : 25913

Foster Wheeler South Africa Order No. : 25913/PYP 579/02

Foster Wheeler South Africa Requisition No: 25913-1211AA

Item No. : EX-002A/B

Client's Name : Petronet

Project Title : Intermixure Refractorator Project

Project Location : Tarlton, Gauteng, South Africa

Client Drawing No. : G21-140

4

3 29.11.05 J.W "AS BUILT"

2 6.9.05 A.B. DIM TO 'A1&A6' WAS 5660, CORRECTED IN LINE WITH SHELL DRG 6.09.05 A.B. M.G.C.

1 30.6.05 B.B. EXCHANGER C/D DIMENSION INCREASED TO ACCOMMODATE ADDED NOZZLES T10/11 & 7.7.05 R.T. M.G.C.

A 6.6.05 B.B. ISSUED FOR APPROVAL 6.6.05 A.B.

REV. DATE NAME GEA ORDER No. C-711/606

DRWN. 18.5.05 B.B. CLIENT: FWSA FOR PETRONET

CHCK. 6.6.05 A.B. DATE CHCK. APP'D.

APP. 6.6.05 M.C.

SCALE GEA No. 1:15 C-711/606B/1 REV. 3

DOC. No. 1077; G-00-4-0012

A1

CLIENT No.

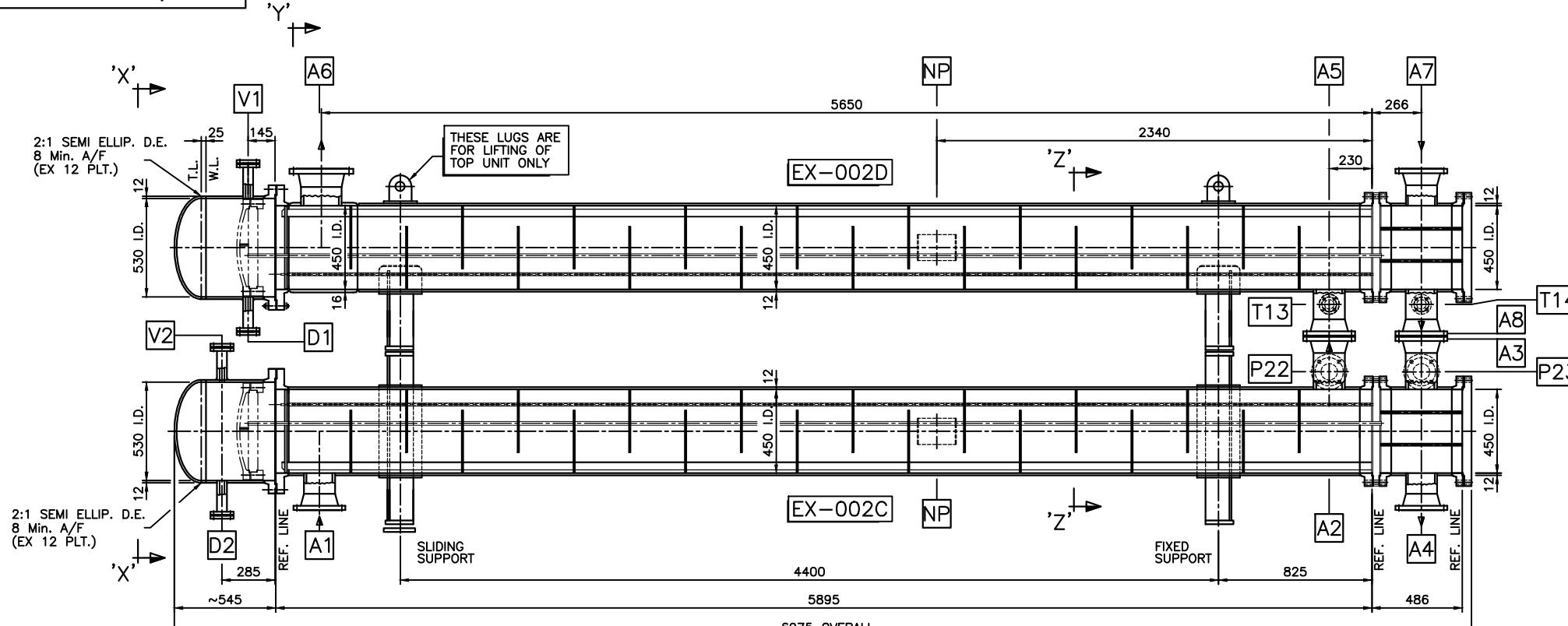
The subject matter of this document is confidential and comprises original works in which copyright subsists. All rights in respect of such subject matter are reserved. Any unauthorised reproduction or adaptation of any such work (in two dimensional or three dimensional form in the case of drawings and other artistic works) constitutes infringement of copyright and is unlawful. Such conduct could give rise to a claim of damage and/or criminal prosecution.

Manufacturer: GEA AIRCOOLED SYSTEMS (Pty) LTD. R.S.A.

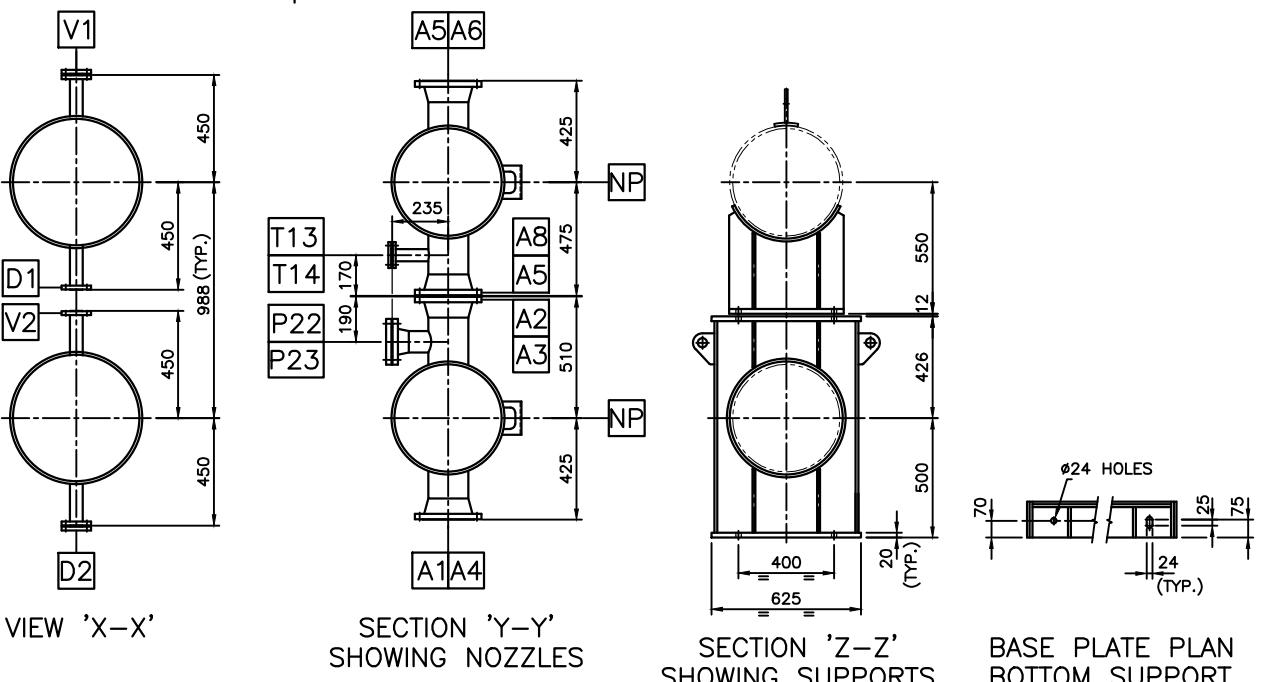
Energy Technology Division (Reg. No.: 75/00303/07)

TITLE EX-002B
FEED/BOTTOMS EXCHANGER
GENERAL ARRANGEMENT

IF IN DOUBT, ASK.



ELEVATION

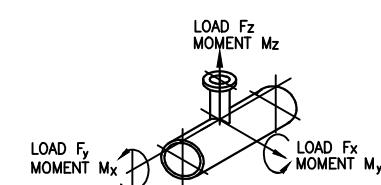


GENERAL NOTES:

1. ALL FLANGE BOLT HOLES TO STRADDLE THE NATURAL CENTRE LINES.
2. JACKSCREW HOLES TO BE EQUALLY SPACED AND BETWEEN BOLT HOLES.
3. PRIOR TO DESPATCH & TRANSPORT ALL FLANGES TO BE PROTECTED WITH WOODEN BLANKS, NON ASB, FIBRE GASKET & 4 BOLTS.
4. ALL DOUBLER PLATES TO HAVE A 1/4" NPT. TELL TALE HOLE AT LOWEST POINT & FILLED WITH GREASE AFTER LEAK TEST, PRIOR TO SHIPMENT OF HEAT EXCHANGER.
5. INSIDE CORNERS OF ALL NOZZLES TO BE RADIUSED R.3
6. SURFACE PREPARATION: CARBON STEEL TO BE SANDBLASTED TO SA 2½ & PAINTED IN ACCORDANCE WITH ENG. STANDARD 25913-83A1 & GEA PROCEDURE QAW 09-08-1
7. THE VESSEL ITEM No. IS TO BE STAMPED ON THE OUTER PERIPHERY OF ALL REMOVABLE FLANGES & THE TUBESHEETS
8. ALL WELDS OR OTHER ROUGH SPOTS ON THE INSIDE OF THE SHELL TO BE GROUND SMOOTH & FLUSH WITH THE INSIDE SURFACE - SHELL SIDE ONLY.
9. THE CARBON CONTENT OF CARBON STEEL SHALL NOT EXCEED 0,23% & THE CARBON EQUIVALENT SHALL NOT EXCEED 0,4% WHERE $CE = C + Mn/6$
10. COMP PADS SHALL CONFORM TO THE SHAPE OF THE PRESSURE COMPONENT TO WITHIN 2mm. THE GAP AT THE PERIPHERY OF THE PAD SHALL BE BETWEEN 0,5-1mm.
11. FLAME CUTTING OF BOLT HOLES IS NOT PERMITTED.
12. THE MINIMUM TOE TO TOE DISTANCE OF ANY WELD IS NOT TO BE LESS THAN 25mm OR 2t WHICHEVER IS THE GREATER.
13. ALL NDE REQUIREMENTS ARE SHOWN ON WELD MAP DRG. No's. C-711/606C/2A&2B AND C-711/606D/2A&B

MK.	NB	MOMENTS			FORCES		
		M _x	M _y	M _z	F _x	F _y	F _z
A1-5	6"	2500	2500	2500	5000	5000	5000
A6	8"	5000	5000	5000	8000	8000	8000
A7/8	6"	2500	2500	2500	5000	5000	5000
		Nm			N		

NOZZLE LOADS



BOLT LOCATION.	No. OFF BOLTS.	SIZE OF BOLTS.	Min TORQUE Nm	Max. TORQUE Nm
CHANNEL/COVER	20	3/4"	250	300
CHANNEL/TSHT/SHELL	20	3/4"	250	300
SHELL/SHELL COVER	20	3/4"	250	300
FLOAT HD/BACK RING	20	3/4"	250	300

FOSTER WHEELER ENGINEERING STANDARDS

25913-1900A	01	GENERAL NOTES REQUISITION
25913-1900A	Att.2	GENERAL REQUIREMENTS FOR HEAT EXCHANGERS
25913-10C1	A1	FABRICATION DIMENSIONAL TOLERANCES
25913-21A1	A1	H.E. NOZZLE LOADS & MOMENTS
25913-10B126	A1	NOZZLE DETAILS
25913-10B14.11	A1	HORIZONTAL VESSEL INSULATION SUPPORTS
25913-21A1	A1	GENERAL REQUIREMENTS FOR SHELL & TUBE HEAT EXCH
25913-21B3	A1	NAMEPLATE FOR SHELL & TUBE HEAT EXCHANGERS
25913-83A1	A1	PROTECTIVE PAINT & COATINGS
25913-88C1	A1	GENERAL REQUIREMENTS FOR WELDED FABRICATION

NOZZLE SCHEDULE

MK	NB	SCH	CLASS	TYPE/FACING	SERVICE
A1	6"	120	150	WNRF	SHELL SIDE INLET
A2	6"	120	150	WNRF	SHELL SIDE OUTLET
A3	6"	80	150	WNRF	TUBE SIDE INLET
A4	6"	80	150	WNRF	TUBE SIDE OUTLET
A5	6"	120	150	WNRF	SHELL SIDE INLET
A6	8"	100	150	WNRF	SHELL SIDE OUTLET
A7	6"	80	150	WNRF	TUBE SIDE INLET
A8	6"	80	150	WNRF	TUBE SIDE OUTLET
T13	1"	—	150	LWNRF	TEMPERATURE NOZZLE c/w BLIND FLANGE
T14	1"	—	150	LWNRF	TEMPERATURE NOZZLE c/w BLIND FLANGE
P22	3"	80	150	WNRF	PRESSURE NOZZLE c/w BLIND FLANGE
P23	3"	80	150	WNRF	PRESSURE NOZZLE c/w BLIND FLANGE
D1	1"	—	300	LWNRF	DRAIN c/w BLIND
D2	1"	—	300	LWNRF	DRAIN c/w BLIND
V1	1"	—	300	LWNRF	VENT c/w BLIND
V2	1"	—	300	LWNRF	VENT c/w BLIND

INSPECTION AUTHORITY : SAIBA ENGINEERING
FLANGE FACE FINISH : 3,2-6,3 μm Ra MAX.
FLANGES TO ANSI B16.5

DESIGN DATA

DESIGN CODE : ASME VIII DIV.1 2004 W & TEMA 'R' 8th. EDITION 99		
TEMA TYPE: AES	SHELL	TUBE
DESIGN PRESSURE	kPa(g) 880	880
EXTERNAL PRESSURE	kPa(g) FV	FV
MAX. ALLOW. WORKING PRESS / LIMITING COMPONENT	kPa(g) 880/TUBESHEET	880/TUBESHEET
DESIGN TEMPERATURE	°C 235	320
OPERATING PRESSURE (IN/OUT)[UNIT EX-002C]	kPa(g) 668/659	646/607
OPERATING PRESSURE (IN/OUT)[UNIT EX-002D]	kPa(g) 659/651	685/646
OPERATING TEMP. (IN/OUT)[UNIT EX-002C]	°C 95,8/143,5	211,5/152,1
OPERATING TEMP. (IN/OUT)[UNIT EX-002D]	°C 143,5/207,7	293,7/211,5
SHOP HYDRO TEST PRESSURE (HORIZ-TOP)	kPa(g) 1680	1200
FIELD HYDRO TEST PRESSURE (BTM)	kPa(g) 1110	1160
RADIOGRAPHY	FULL	FULL
JOINT EFFICIENCY (SHELL/HEAD)	1/1	1/-
STRESS RELIEF	NO	NO
MIN. DESIGN METAL TEMPERATURE	°C 0	0
CORROSION ALLOWANCE	mm 3	0 (3 T/SHT.)
PROCESS FLUID	FEED SLOP	DIESEL
INSULATION (TYPE/THK.)	/mm	PERSONNEL PROTECTION
CAPACITY	m ³ 0,735	PERSONNEL PROTECTION 0,262
MASS (PER UNIT)	EMPTY kg 2560	
	FULL OF WATER kg 3557	
	OPERATING kg .	

SAIBA ENGINEERING CC
A B C H SIGN / DATE / STAMP

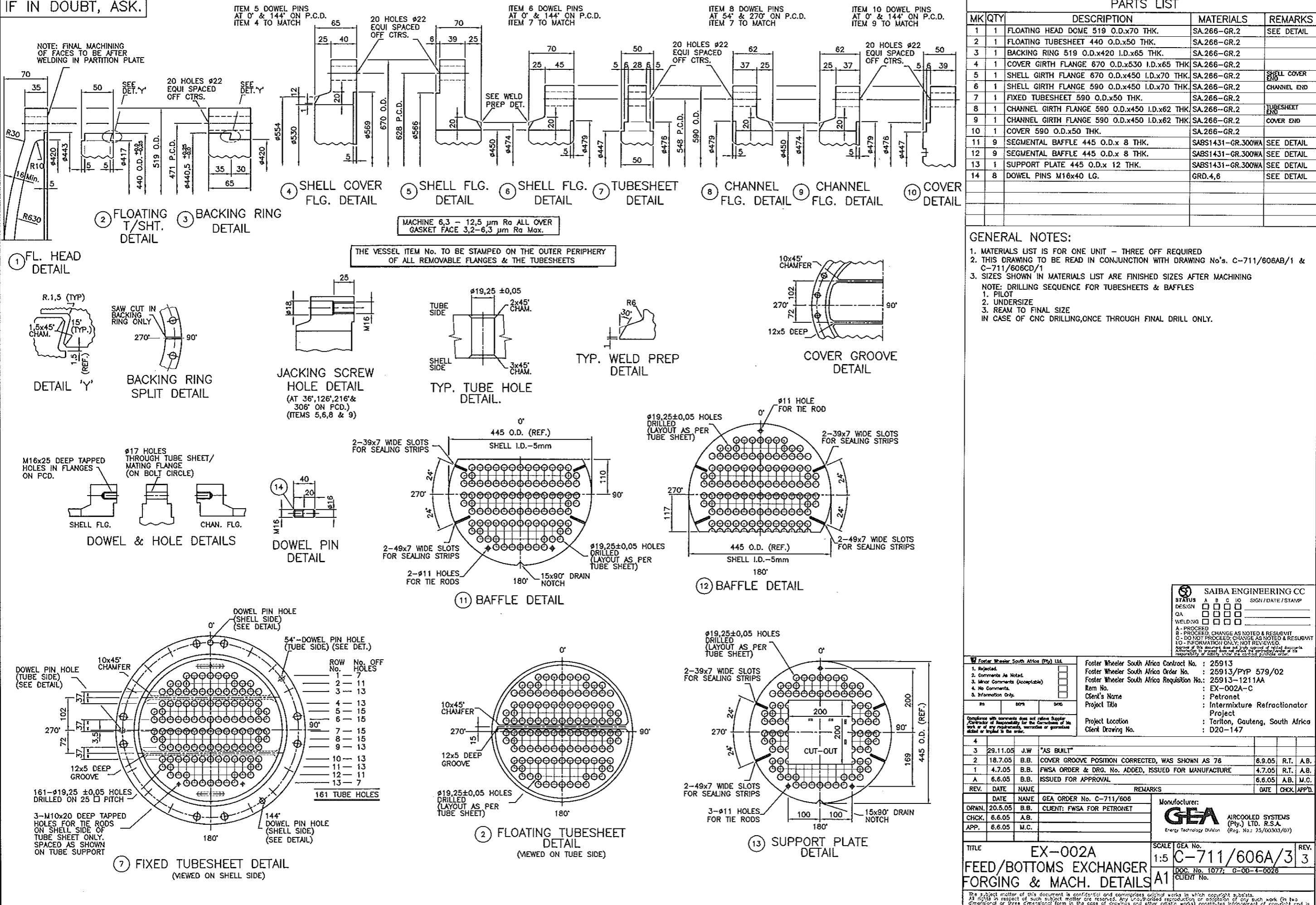
		STATUS	A	B	C	IIO	SIGN / DATE / STAMP
DESIGN		<input type="checkbox"/>					
QA		<input type="checkbox"/>					
WELDING		<input type="checkbox"/>					
A - PROCESSED B - PROCESSED; CHANGE AS NOTED & RESUBMIT C - DO NOT PROCEED; CHANGE AS NOTED & RESUBMIT I/O - INFORMATION ONLY; NOT REVIEWED. Legend: A = Approved, B = Change required, C = Do not proceed. Authorization to proceed does not release the contractor/vendor of his responsibility or liability under the contract purchase order.							
Foster Wheeler South Africa (Pty) Ltd.							
1. Rejected.		<input type="checkbox"/>					
2. Comments As Noted.		<input type="checkbox"/>					
3. Minor Comments (Acceptable)		<input type="checkbox"/>					
4. No Comments.		<input type="checkbox"/>					
5. Information Only.		<input type="checkbox"/>					
BY	DEPT	DATE:					
Compliance with comments does not relieve Supplier /Contractor of Responsibility for the Correctness of his work or of any requirements, warranties or guarantees made by him in respect of the work.							
Foster Wheeler South Africa Contract No. : 25913 Foster Wheeler South Africa Order No. : 25913/PYP 579/02 Foster Wheeler South Africa Requisition No. : 25913-1211AA Item No. : EX-002C/D Client's Name : Petronet Project Title : Intermixture Refractionator Project Project Location : Tarlton, Gauteng, South Africa Client Drawing No. : G21-139							

stated or implied in the order.		CHART DRAWING NO.	: C21 155		
4					
3	29.11.05	J.W	"AS BUILT"		
2	6.9.05	A.B.	DIM TO "A1&A6" WAS 5660, CORRECTED IN LINE WITH SHELL DRG	6.09.05	A.B. M.G.
1	30.6.05	B.B.	EXCHANGER C/C DIMENSION INCREASED TO ACCOMMODATE ADDED NOZZLES T13/14 & P22/23. NOZZLE DESIGNATION CHANGED AND DESIGN DATA REVISED	7.7.05	R.T. M.G.
A	6.6.05	B.B.	ISSUED FOR APPROVAL	6.6.05	A.B.
REV.	DATE	NAME	REMARKS	DATE	CHCK.

	DATE	NAME	GEA ORDER No. C-711/606
DRWN.	18.5.05	B.B.	CLIENT: FWSA FOR PETRONET
CHCK.	6.6.05	A.B.	
APP.	6.6.05	M.C.	
TITLE		EX-002C FEED/BOTTOMS EXCHANGER GENERAL ARRANGEMENT	
SCALE		GEA No.	REV.
1:15		C-711/606C/1	3
DOC. No.		1077; G-0D-4-0013	
CLIENT No.		A1	

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IF IN DOUBT, ASK.



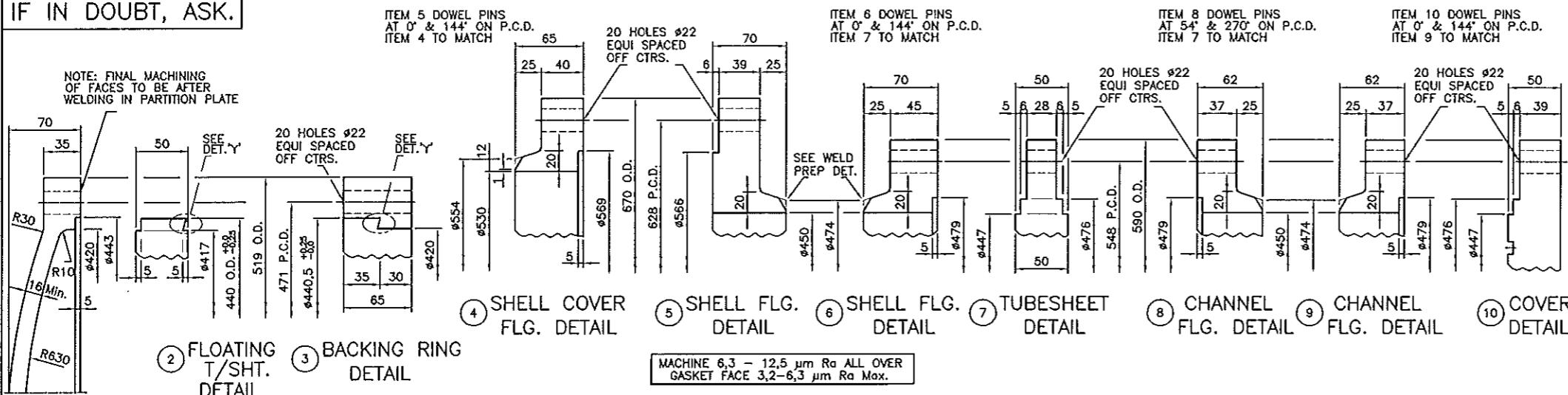
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WELDING	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
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B - PROCEED, CHANGE AS NOTED & RESUBMIT	
C - PROCEED, CHANGE AS NOTED & RESUBMIT	
D - INFORMATION ONLY, NOT RESUBMIT	
E - INFORMATION ONLY, NOT RESUBMIT	
F - INFORMATION ONLY, NOT RESUBMIT	
G - INFORMATION ONLY, NOT RESUBMIT	
H - INFORMATION ONLY, NOT RESUBMIT	
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W - INFORMATION ONLY, NOT RESUBMIT	
X - INFORMATION ONLY, NOT RESUBMIT	
Y - INFORMATION ONLY, NOT RESUBMIT	
Z - INFORMATION ONLY, NOT RESUBMIT	

Foster Wheeler South Africa (Pty) Ltd. Foster Wheeler South Africa Contract No. : 25913
 Foster Wheeler South Africa Order No. : 25913/PYP 579/02
 Foster Wheeler South Africa Requisition No. : 25913-1211AA
 Item No. : EX-002A-C
 Client's Name : Petronet
 Project Title : Intermixture Refractionator Project
 Project Location : Tzitzon, Gauteng, South Africa
 Client Drawing No. : D20-147

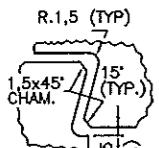
REV.	DATE	NAME	REMARKS
4	3 29.11.05	J.W. "AS BUILT"	
2	18.7.05	B.B. COVER GROOVE POSITION CORRECTED, WAS SHOWN AS 76	8.9.05 R.T. A.B.
1	4.7.05	B.B. FWSA ORDER & DRG. No. ADDED, ISSUED FOR MANUFACTURE	4.7.05 R.T. A.B.
A	6.6.05	B.B. ISSUED FOR APPROVAL	6.6.05 R.T. A.C.
REV. DATE	NAME	REMARKS	
DATE	NAME	GEA ORDER No. C-711/606	Manufacturer:
DRW. 20.6.05	B.B.	CLIENT: FWSA FOR PETRONET	GEA
CHCK. 6.6.05	A.B.		AIRCooled SYSTEMS (Pty) LTD. R.S.A.
APP. 6.6.05	H.C.		Energy Technology Division (Reg. No. 75/00303/07)
TITLE EX-002A		SCALE 1:5	GEA No. C-711/606A/3
FEED/BOTTOMS EXCHANGER		REV. 3	DOC. No. 1077; G-00-4-0026
FORGING & MACH. DETAILS		A1	CLIENT No.

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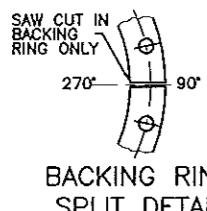
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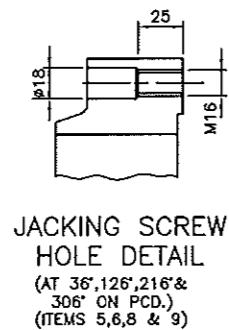
① FL. HEAD DETAIL



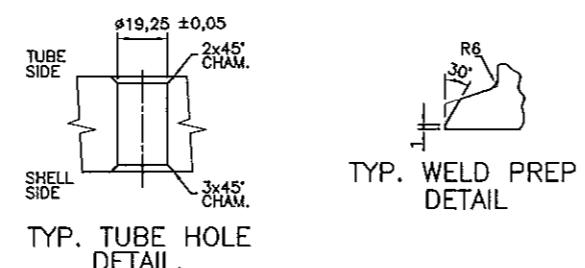
DETAIL 'Y'



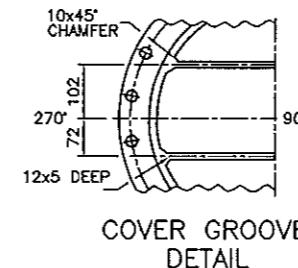
BACKING RING SPLIT DETAIL



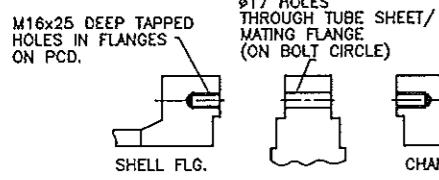
JACKING SCREW HOLE DETAIL
(AT 36°, 126°, 216° & 306° ON P.C.D.)
(ITEMS 5, 6, 8 & 9)



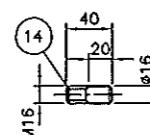
TYP. TUBE HOLE DETAIL



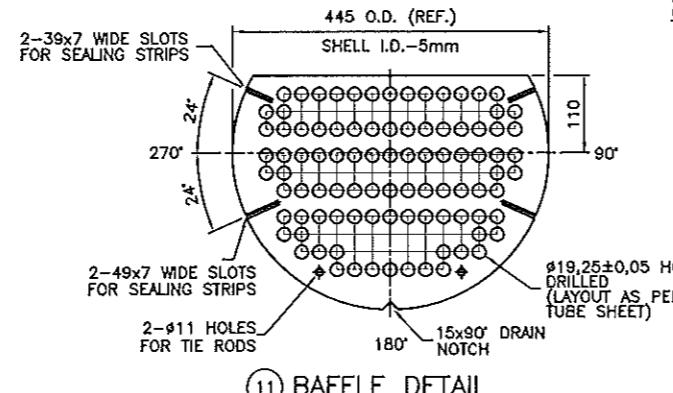
COVER GROOVE DETAIL



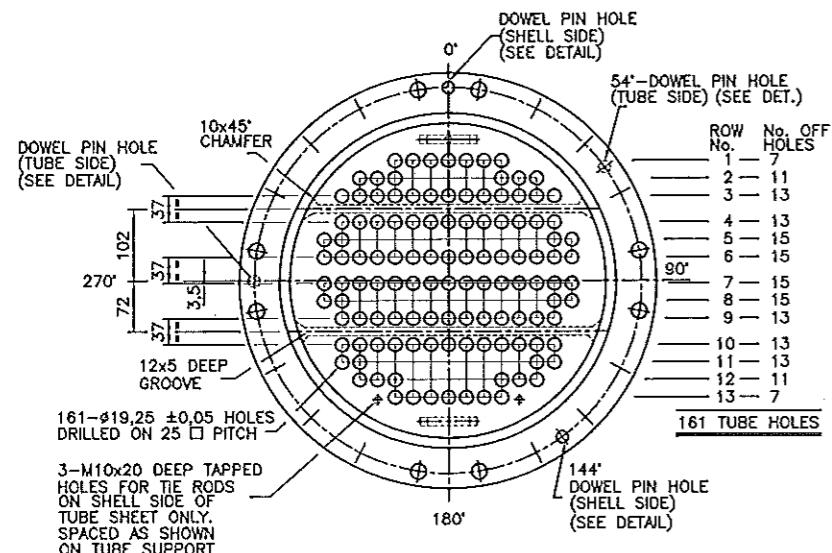
DOWEL & HOLE DETAILS



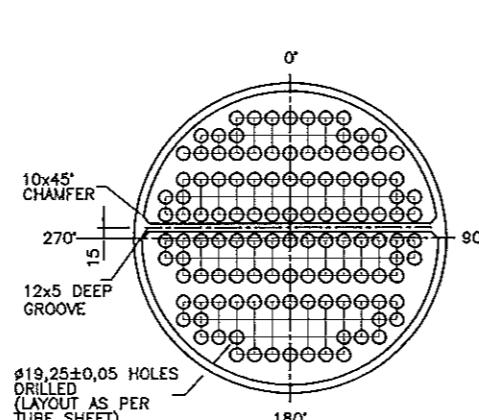
DOWEL PIN DETAIL



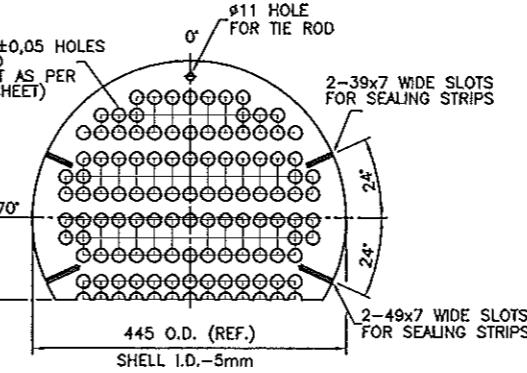
⑪ BAFFLE DETAIL



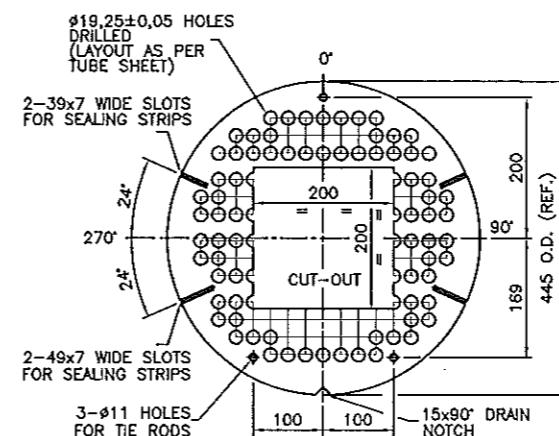
⑦ FIXED TUBESHEET DETAIL
(VIEWED ON SHELL SIDE)



② FLOATING TUBESHEET DETAIL
(VIEWED ON TUBE SIDE)



⑫ BAFFLE DETAIL



⑬ SUPPORT PLATE DETAIL

PARTS LIST			
MK	QTY	DESCRIPTION	MATERIALS
1	1	FLOATING HEAD DOME 519 O.D.x70 THK.	SA.266-GR.2 SEE DETAIL
2	1	FLOATING TUBESHEET 440 O.D.x50 THK.	SA.266-GR.2
3	1	BACKING RING 519 O.D.x420 I.D.x65 THK.	SA.266-GR.2
4	1	COVER GIRTH FLANGE 670 O.D.x530 I.D.x65 THK.	SA.266-GR.2
5	1	SHELL GIRTH FLANGE 670 O.D.x450 I.D.x70 THK.	SA.266-GR.2 SHELL COVER END
6	1	SHELL GIRTH FLANGE 590 O.D.x450 I.D.x70 THK.	SA.266-GR.2 CHANNEL END
7	1	FIXED TUBESHEET 590 O.D.x50 THK.	SA.266-GR.2
8	1	CHANNEL GIRTH FLANGE 590 O.D.x450 I.D.x62 THK.	SA.266-GR.2 TUBESHEET END
9	1	CHANNEL GIRTH FLANGE 590 O.D.x450 I.D.x62 THK.	SA.266-GR.2 COVER END
10	1	COVER 590 O.D.x50 THK.	SA.266-GR.2
11	9	SEGMENTAL BAFFLE 445 O.D.x 8 THK.	SABS1431-GR.300WA SEE DETAIL
12	9	SEGMENTAL BAFFLE 445 O.D.x 8 THK.	SABS1431-GR.300WA SEE DETAIL
13	1	SUPPORT PLATE 445 O.D.x 12 THK.	SABS1431-GR.300WA SEE DETAIL
14	8	DOWEL PINS M16x40 LG.	GRD.4,6 SEE DETAIL

GENERAL NOTES:

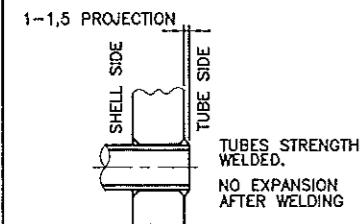
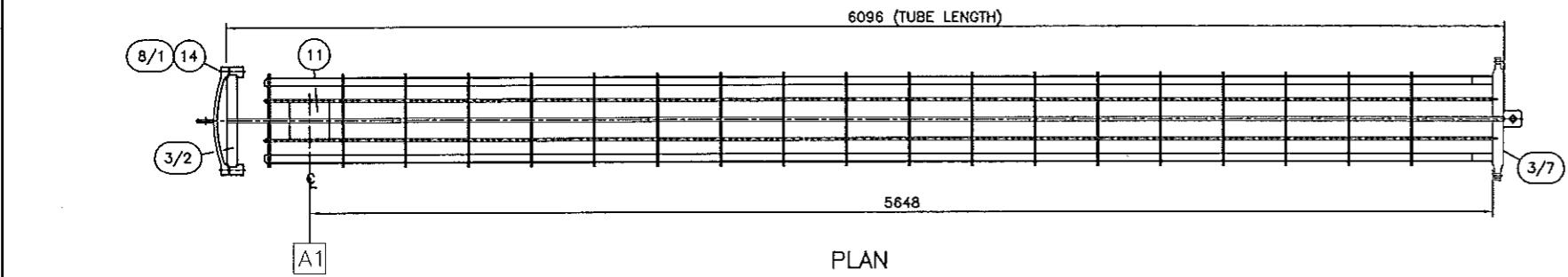
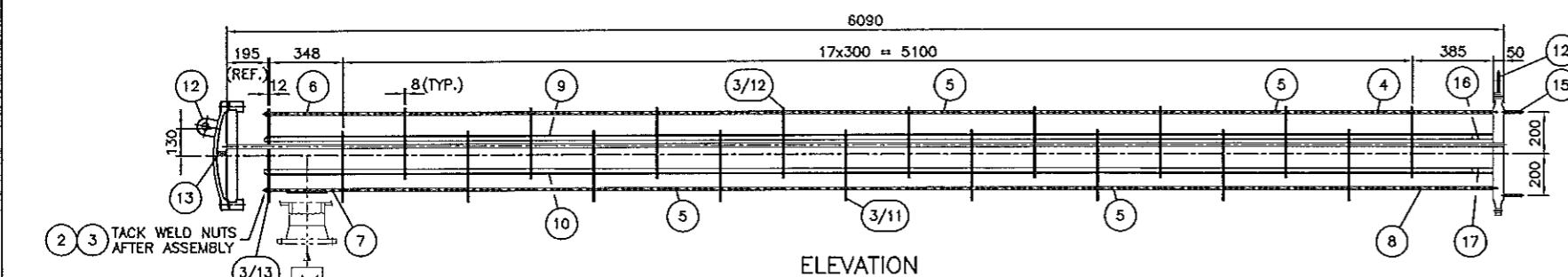
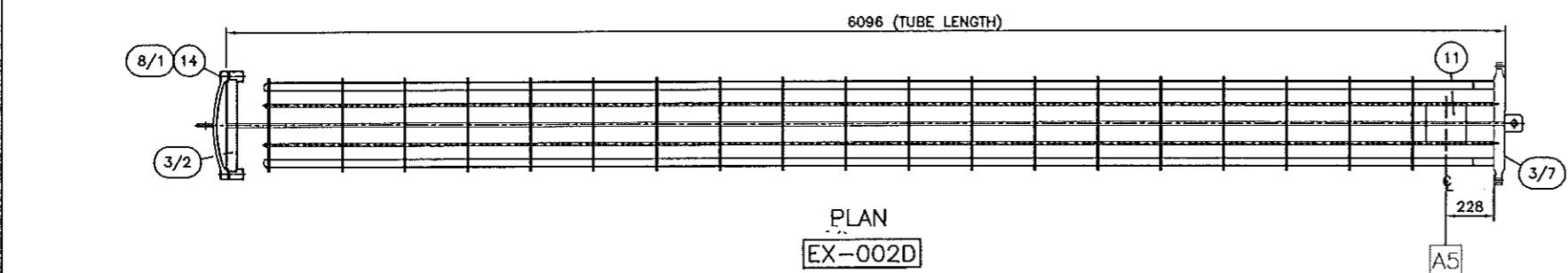
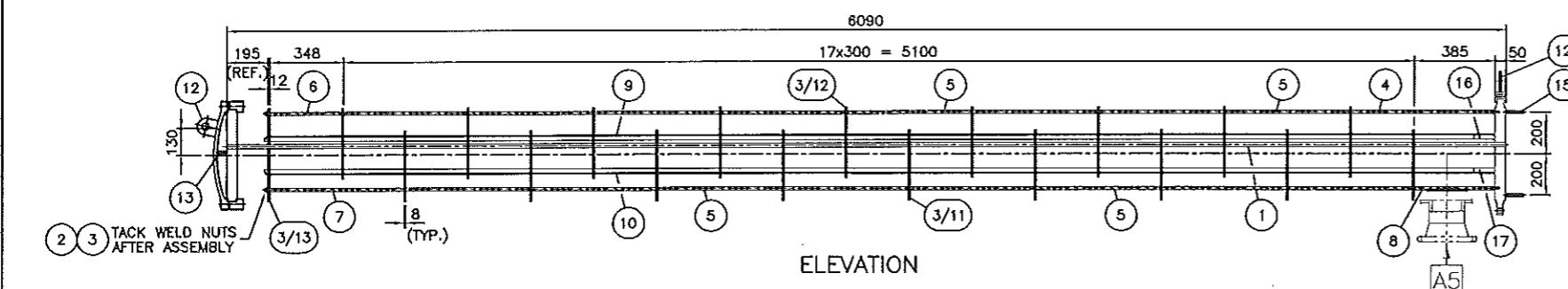
1. MATERIALS LIST IS FOR ONE UNIT - THREE OFF REQUIRED
2. THIS DRAWING TO BE READ IN CONJUNCTION WITH DRAWING No's. C-711/606AB/1 & C-711/606CD/1
3. SIZES SHOWN IN MATERIALS LIST ARE FINISHED SIZES AFTER MACHINING
NOTE: DRILLING SEQUENCE FOR TUBESHEETS & BAFFLES
1. PILOT
2. UNDERSIZE
3. REAM TO FINAL SIZE
IN CASE OF CNC DRILLING, ONLY THROUGH FINAL DRILL ONLY.

SAIBA ENGINEERING CC	
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QA	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
WELDING	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
A-PROCEED	
B-DO NOT CHANGE AS NOTED & RESUBMIT	
C-DO NOT PROCEED, CHANGE AS NOTED & RESUBMIT	
D- INFORMATION ONLY, NOT REVIEWED	
Approval of this document does not imply approval of the design. Responsibility for the correctness of the design lies with the designer.	

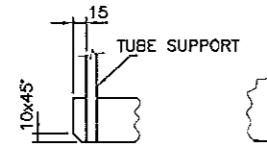
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3. Minor Comments (Acceptable)	<input type="checkbox"/>			
4. No Comments.	<input type="checkbox"/>			
5. Information Only.	<input type="checkbox"/>			
6. 29.11.05	20.05.05	18.7.05	18.7.05	
7. J.W.	B.B.	B.B.	B.B.	
Foster Wheeler South Africa Contract No. : 25913				
Foster Wheeler South Africa Order No. : 25913/PYP 579/02				
Foster Wheeler South Africa Requisition No. : 25913-1211AA				
Item No. : EX-002A-C				
Client's Name : Petronet				
Project Title : Intermixure Refractionator Project				
Project Location : Terton, Gauteng, South Africa				
Client Drawing No. : D20-147				
4	3	29.11.05	J.W.	"AS BUILT"
5	2	18.7.05	B.B.	COVER GROOVE POSITION CORRECTED, WAS SHOWN AS 76
6	1	4.7.05	B.B.	FWSA ORDER & DRG. NO. ADDED, ISSUED FOR MANUFACTURE
7	4	6.6.05	B.B.	ISSUED FOR APPROVAL
8	2	20.05.05	B.B.	GEA ORDER NO. C-711/606
9	1	6.6.05	A.B.	CLIENT: FWSA FOR PETRONET
10	3	6.6.05	M.C.	DATE CHKD APPD.
TITLE EX-002C				Manufacturer: GEA
FEED/BOTTOMS EXCHANGER FORGING & MACH. DETAILS				AIRCOOLED SYSTEMS (Pty) LTD. R.S.A.
SCALE 1:5				Reg. No. 75/00303/07
DOC. No. 1077 G-00-4-0026				REV. 3
CLIENT NO. A1				

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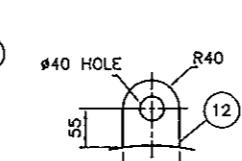
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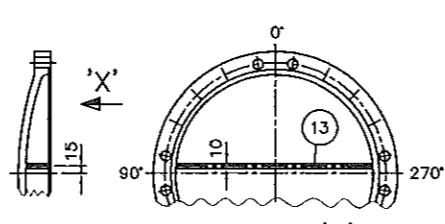
TUBE TO TUBESHEET
DETAIL



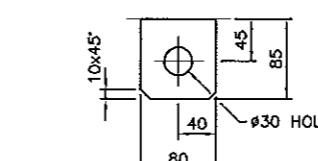
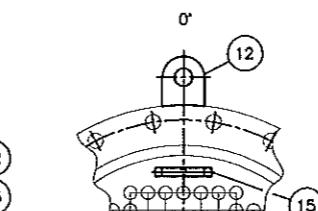
TYPICAL SEALING STRIP
WELD DETAIL



LIFTING LUG DETAIL

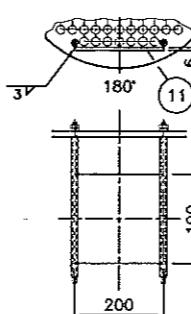


VIEW ON 'X'
FLOATING HEAD PARTITION
PLATE DETAIL



15 PULLING LUG
DETAIL

POSITIONED AT 0° & 180°



IMPINGEMENT PLATE
DETAIL

PARTS LIST			
MK	QTY	DESCRIPTION	MATERIALS
1	161	TUBE 19,05 O.D.x2,11 WT.x6096 LG.	SA.179
2	3	TIE ROD #10 ROUND BAR x 5890 LG	SA.1431-GR.300WA
3	6	HEX NUT M10	MS.
4	1	SPACER TUBE 10NBxMED. CLASSx685 LG	SABS 62
5	24	SPACER TUBE 10NBxMED. CLASSx592 LG	SABS 62
6	1	SPACER TUBE 10NBxMED. CLASSx340 LG	SABS 62
7	2	SPACER TUBE 10NBxMED. CLASSx640 LG	SABS 62
8	2	SPACER TUBE 10NBxMED. CLASSx385 LG	SABS 62
9	2	SEALING STRIP 40x6 FLAT BARx5760 LG	SA.1431-GR.300WA
10	2	SEALING STRIP 50x6 FLAT BARx5760 LG	SA.1431-GR.300WA
11	1	IMPINGEMENT PLATE 200x190x6 THK	SA.1431-GR.300WA
12	2	LIFTING LUG 95x80x12 THK	SA.516-GR.60N
13	1	PARTITION PLATE 418x65x10 THK	SA.516-GR.60N
14	20+2	STUD BOLTS 3/4"UNCx145 Lg. c/w 2 NUTS EACH	SA.193-B7/194-2H
15	2	PULING LUG 85x80x12 THK	SA.516-GR.60N
16	1	SEALING STRIP STUB 40x6 FLAT BARx100 LG	SA.516-GR.60N
17	1	SEALING STRIP STUB 50x6 FLAT BARx100 LG	SA.516-GR.60N
8/1	14	TUBESHEET	
3/2	1	TUBESHEET	
3/7	1	BAFFLE	C-711/606ABC/3
3/11	1	BAFFLE	C-711/606D/3
3/12	1	SUPPORT PLATE	
3/13	1	SUPPORT PLATE	
8/1	1	GASKET	C-711/606/8

GENERAL NOTES:

1. MATERIALS LIST IS FOR ONE BUNDLE - TWO BUNDLES REQUIRED
2. THIS DRAWING TO BE READ IN CONJUNCTION WITH DRAWING NO's. C-711/606CD/1, C-711/606C/2A&2B & C-711/606D/2A&2B
3. LEGEND: ITEM NUMBERS SHOWN THUS: (3/7) REFERS TO DRG. C-711/606ABC/3 ITEM 7 AND DRG. C-711/606D/3 ITEM 7

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QA	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
WELDING	<input type="checkbox"/> <input type="checkbox"/>
A-PROCEED	
B-DO NOT PROCEED, CHANGE AS NOTED & RESUBMIT	
C-DO NOT PROCEED, CHANGE AS NOTED & RESUBMIT	
D- INFORMATION ONLY, NOT REVIEWED	
Area of responsibility due to the nature of the contract, the customer is responsible for safety under the contract purchase order.	

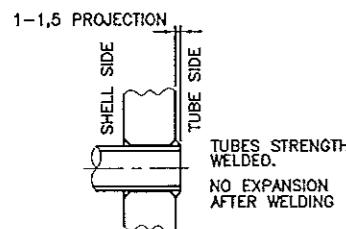
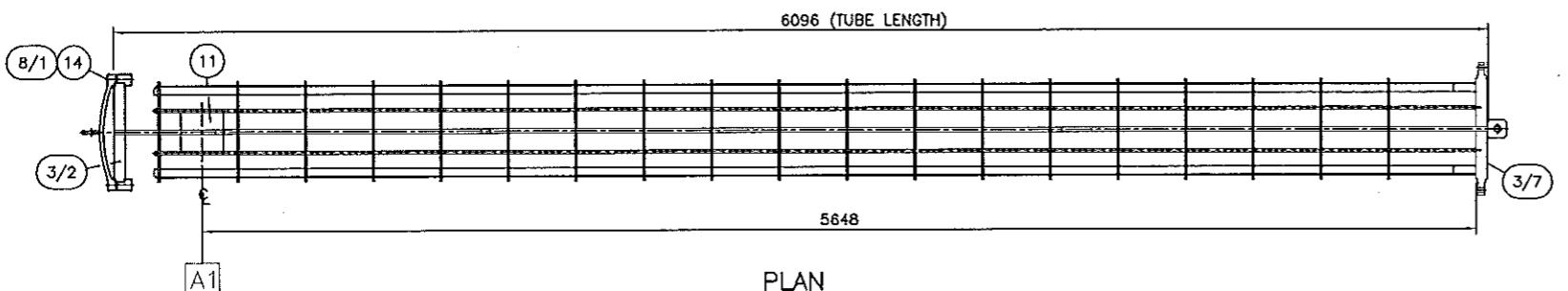
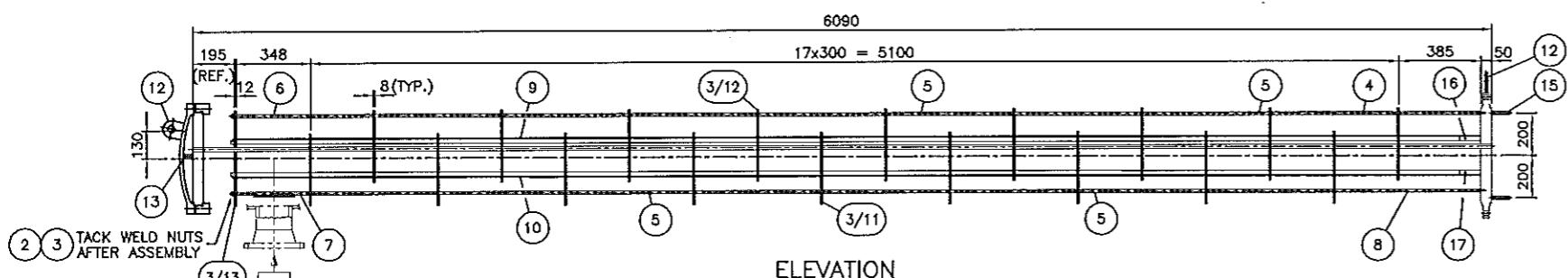
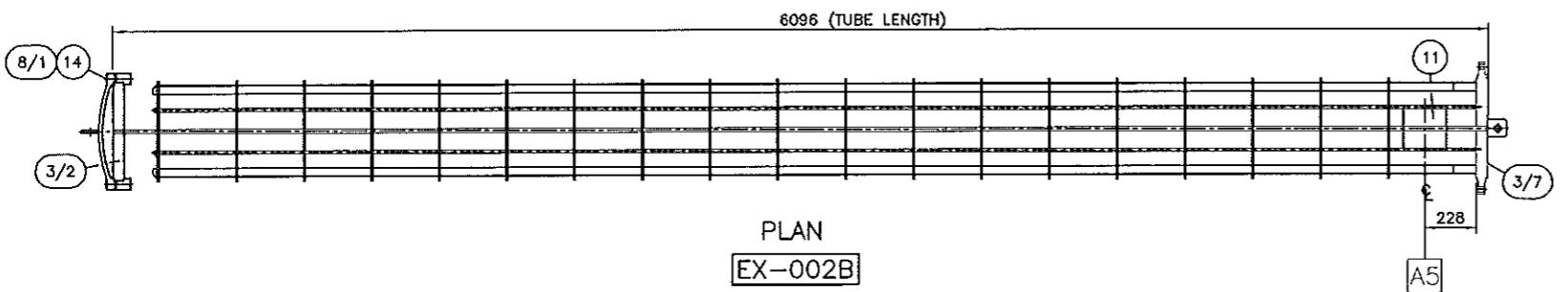
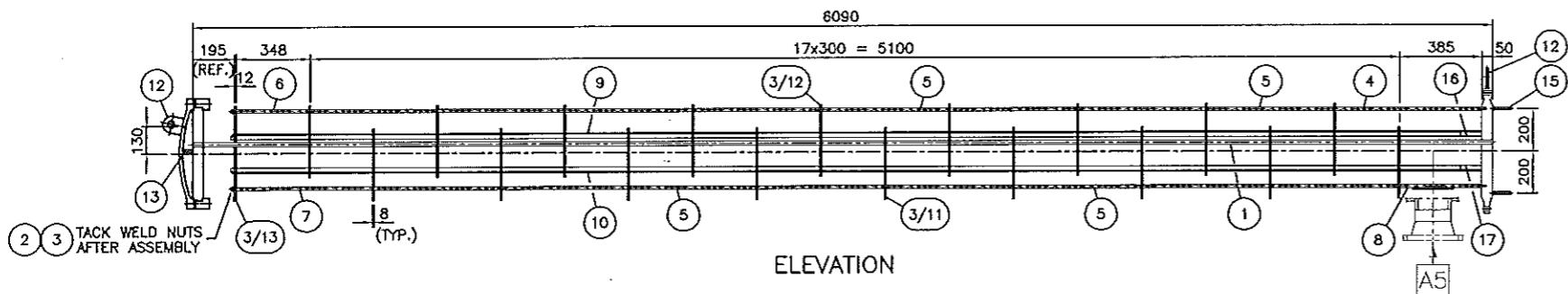
Foster Wheeler South Africa (Pty) Ltd		Foster Wheeler South Africa Contract No. : 25913
		Foster Wheeler South Africa Order No. : 25913/PYP 579/02
		Foster Wheeler South Africa Requisition No. : 25913-1211AA
		EX-002C/D
		Item No. : Petronet
		Project Title : Intermixture Refractionator Project
		Project Location : Tarieton, Gauteng, South Africa
		Cient Drawing No. : D20-154

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2	4.7.05	B.B. FWSA ORDER & DRG. NO. ADDED, ISSUED FOR MANUFACTURE
A	6.6.05	B.B. ISSUED FOR APPROVAL
3		
4		
5		
REMARKS		
DATE	NAME	GEA ORDER No. C-711/606
DRGN.	CHCK.	CLIENT: FWSA FOR PETRONET
5.6.05	6.6.05	
APP.		
6.6.05	M.C.	

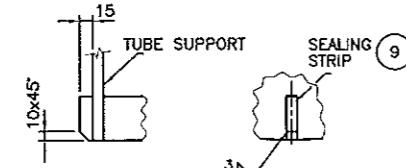
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FEED/BOTTOMS EXCHANGER				
BUNDLE DETAILS				
A1		DOC. No. 1077; G-00-4-0038		
		CLIENT:		

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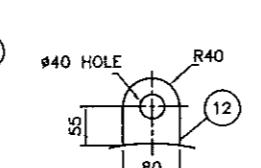
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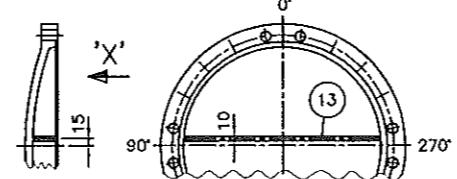
TUBE TO TUBESHEET DETAIL



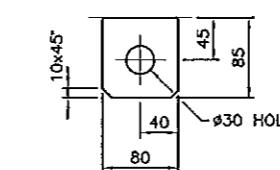
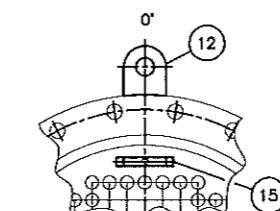
TYPICAL SEALING STRIP
WELD DETAIL



LIFTING LUG DETAIL

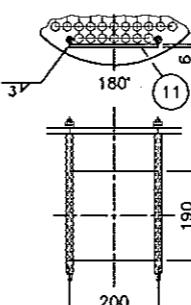


FLOATING HEAD PARTITION
PLATE DETAIL



15 PULLING LUG
DETAIL

POSITIONED AT 0° & 180°



IMPINGEMENT PLATE
DETAIL

PARTS LIST						
MK	QTY	DESCRIPTION	MATERIALS	REMARKS		
1	161	TUBE 19,05 O.D.x2,11 WT.x6096 LG.	SA.179			
2	3	TIE ROD #10 ROUND BAR x 5890 LG	SA.1431-GR.300WA	THREAD M10x30 LO BOTH ENDS		
3	6	HEX NUT M10	MS.			
4	1	SPACER TUBE 10NBxMED. CLASSx685 LG	SABS 62			
5	24	SPACER TUBE 10NBxMED. CLASSx592 LG	SABS 62			
6	1	SPACER TUBE 10NBxMED. CLASSx340 LG	SABS 62			
7	2	SPACER TUBE 10NBxMED. CLASSx640 LG	SABS 62			
8	2	SPACER TUBE 10NBxMED. CLASSx385 LG	SABS 62			
9	2	SEALING STRIP 40x6 FLAT BARx5760 LG	SA.1431-GR.300WA			
10	2	SEALING STRIP 50x6 FLAT BARx5760 LG	SA.1431-GR.300WA			
11	1	IMPINGEMENT PLATE 200x190x6 THK	SA.1431-GR.300WA			
12	2	LIFTING LUG 95x80x12 THK	SA.516-GR.60N			
13	1	PARTITION PLATE 418x65x10 THK	SA.516-GR.60N	INCLUDES 10mm TRIM. ALLOW		
14	20+2	STUD BOLTS 3/4"UNCx145 Lg. c/w 2 NUTS EACH	SA.193-87/194-2H			
15	2	PULLING LUG 85x80x12 THK.	SA.516-GR.60N			
16	1	SEALING STRIP STUB 40x6 FLAT BARx100 LG	SA.516-GR.60N			
17	1	SEALING STRIP STUB 50x6 FLAT BARx100 LG	SA.516-GR.60N			
3/2	TUBESHEET		C-711/606ABC/3			
3/7	TUBESHEET					
3/11	BAFFLE					
3/12	BAFFLE					
3/13	SUPPORT PLATE					
8/1	GASKET		C-711/606/8			

GENERAL NOTES:

1. MATERIALS LIST IS FOR ONE BUNDLE - TWO BUNDLES REQUIRED
2. THIS DRAWING TO BE READ IN CONJUNCTION WITH DRAWING NO.'S. C-711/606AB/1, C-711/606A/2A&2B & C-711/606B/2A&2B
3. LEGEND: ITEM NUMBERS SHOWN THUS: (3/7) REFERS TO DRG. C-711/606ABC/3 ITEM 7

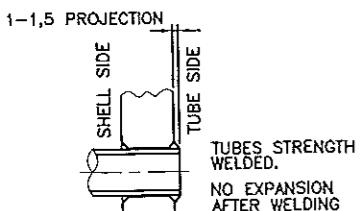
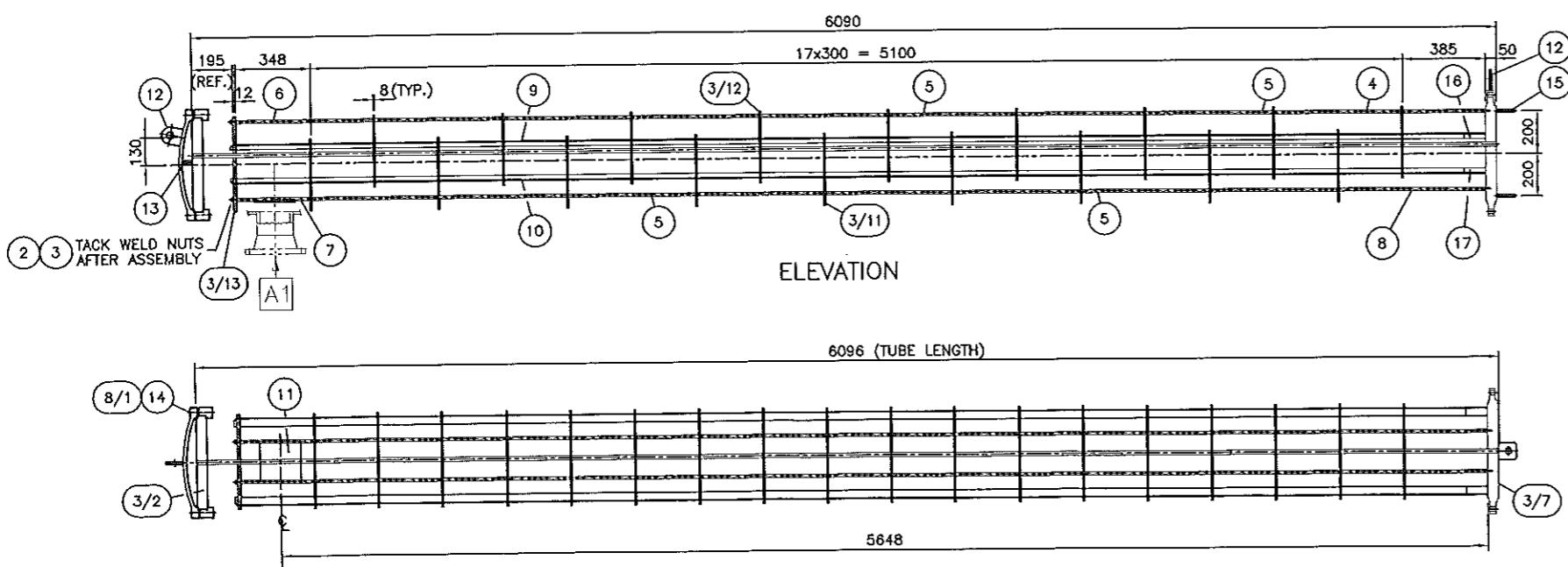
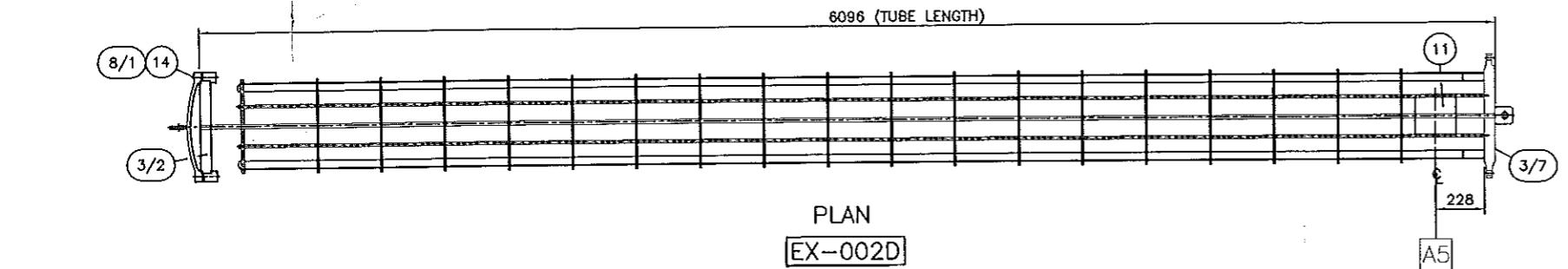
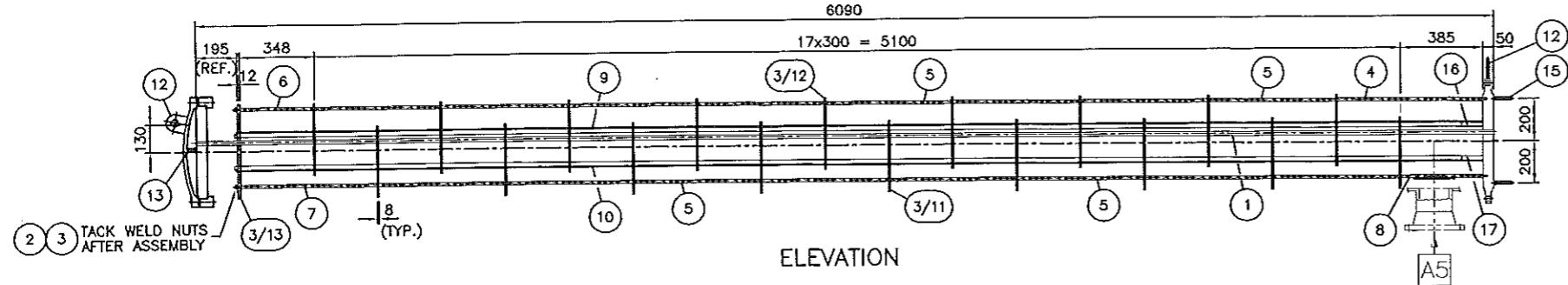
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QA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WELDING	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A - PROCEED B - PROCEED, CHANGES AS NOTED, RESERVE IT C - PROCEED, CHANGES AS NOTED, RESERVE IT JO - INFORMATION ONLY, NOT REVIEWED				
Approval of the document does not imply acceptance of related documents. Responsibility for quality of work lies with the customer/purchaser of order.				

4				
3				
2 29.11.05 J.W "AS BUILT"				
1	4.7.05	B.B. FHSA ORDER & DRG. NO. ADDED, ISSUED FOR MANUFACTURE	7.7.05	A.B. M.C.
A	6.6.05	B.B. ISSUED FOR APPROVAL	6.6.05	A.B. M.C.
REV.	DATE	NAME	REMARKS	DATE CHECK APPD.

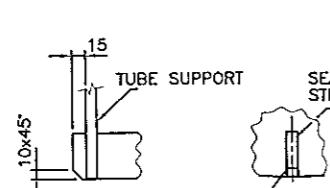
DATE	NAME	GEA ORDER No. C-711/606
DRAWN.	25.5.05	B.B.
CHKD.	6.6.05	CLIENT: FWSA FOR PETRONET
APP.	6.6.05	M.C.
TITLE		EX-002B
SCALE		GEA No. 1:150 C-711/606B/6
Manufacturer:		AIRCOOLED SYSTEMS (Pty) LTD. R.S.A. Energy Technology Division (Reg. No.: 75/00303/07)

FEED/BOTTOMS EXCHANGER		11:15C 11/1/0000/012
BUNDLE DETAILS		DOC. No. 1077; G-OD-4-0036
A1		CLIENT NO.

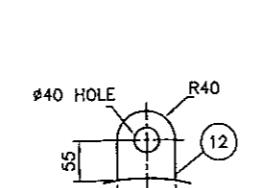
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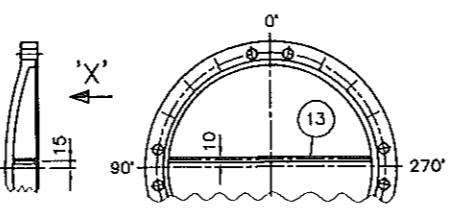
TUBE TO TUBESHEET DETAIL



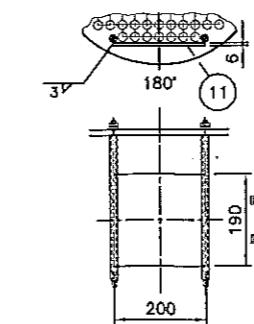
**TYPICAL SEALING STRIP
WELD DETAIL**



LIFTING LUG DETAIL



FLOATING HEAD PARTITION
PLATE DETAIL

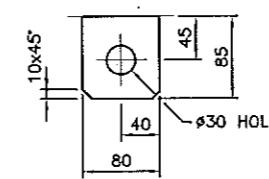
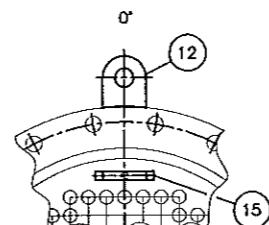


IMPINGEMENT PLATE
DETAIL

PARTS LIST				
MK	QTY	DESCRIPTION	MATERIALS	REMARKS
1	161	TUBE 19,05 O.D.x2,11 WT.x6096 LG.	SA.179	
2	3	TIE ROD #10 ROUND BAR x 5890 LG	SA.1431-GR.300WA	THREAD M10x30 LG BOTH ENDS
3	6	HEX NUT M10	MS.	
4	1	SPACER TUBE 10NBxMED. CLASSx685 LG	SABS 62	
5	24	SPACER TUBE 10NBxMED. CLASSx592 LG	SABS 62	
6	1	SPACER TUBE 10NBxMED. CLASSx340 LG	SABS 62	
7	2	SPACER TUBE 10NBxMED. CLASSx640 LG	SABS 62	
8	2	SPACER TUBE 10NBxMED. CLASSx385 LG	SABS 62	
9	2	SEALING STRIP 40x6 FLAT BARx5760 LG	SA.1431-GR.300WA	
10	2	SEALING STRIP 50x6 FLAT BARx5760 LG	SA.1431-GR.300WA	
11	1	IMPINGEMENT PLATE 200x190x6 THK	SA.1431-GR.300WA	
12	2	LIFTING LUG 95x80x12 THK	SA.516-GR.60N	
13	1	PARTITION PLATE 418x65x10 THK	SA.516-GR.60N	INCLUDES 10mm TRIM, ALLOY.
14	20+2	STUD BOLTS 3/4"UNCx145 Lg. c/w 2 NUTS EACH	SA.193-B7/194-2H	
15	2	PULLING LUG 85x80x12 THK.	SA.516-GR.60N	
16	1	SEALING STRIP STUB 40x6 FLAT BARx100 LG	SA.516-GR.60N	
17	1	SEALING STRIP STUB 50x6 FLAT BARx100 LG	SA.516-GR.60N	
3/2		TUBESHEET		
3/7		TUBESHEET		
3/11		BAFFLE	C-711/606ABC/3	
3/12		BAFFLE	C-711/606D/3	
3/13		SUPPORT PLATE		
8/1		GASKET	C-711/606/8	

GENERAL NOTES:

1. MATERIALS LIST IS FOR ONE BUNDLE - TWO BUNDLES REQUIRED
2. THIS DRAWING TO BE READ IN CONJUNCTION WITH DRAWING No's. C-711/606CD/1,
C-711/606C/2A&2B & C-711/606D/2A&2B
3. LEGEND: ITEM NUMBERS SHOWN THUS: (3/7) REFERS TO DRG. C-711/606ABC/3 ITEM 7
AND DRG. C-711/606D/3 ITEM 7

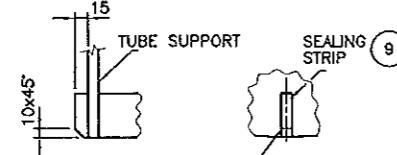
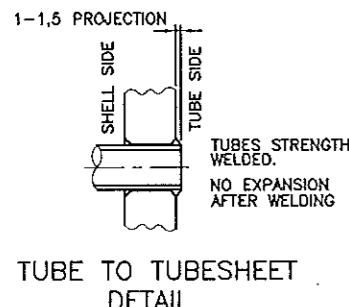
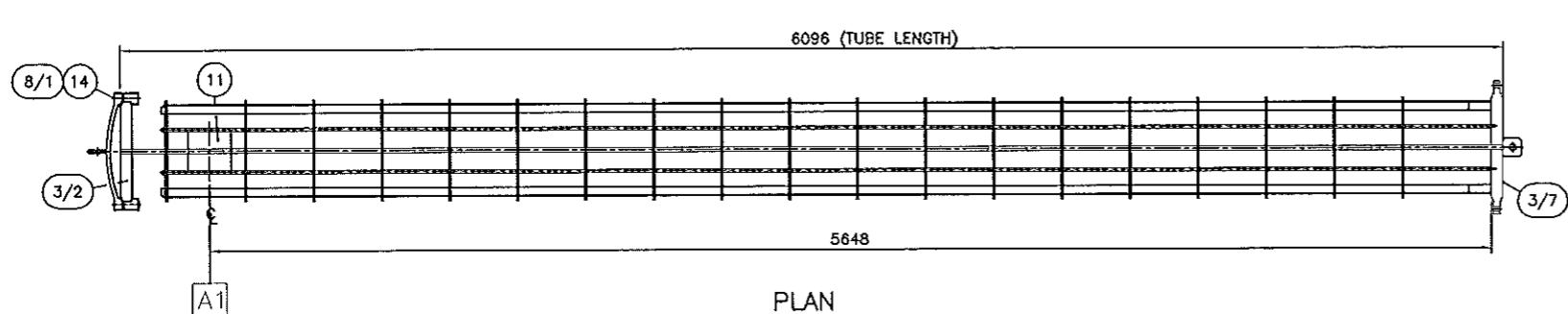
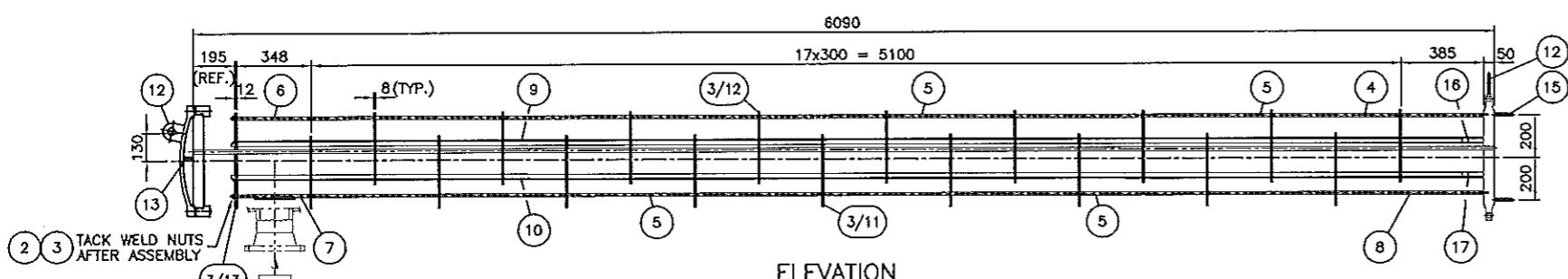
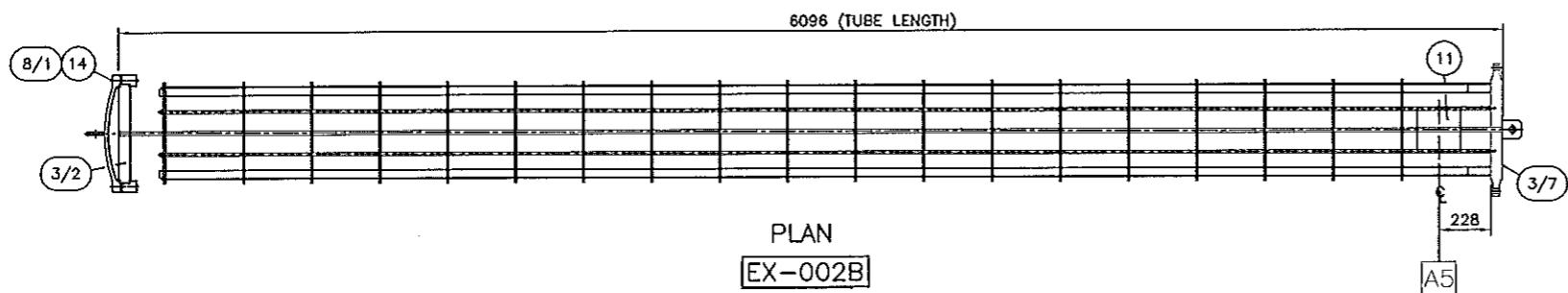
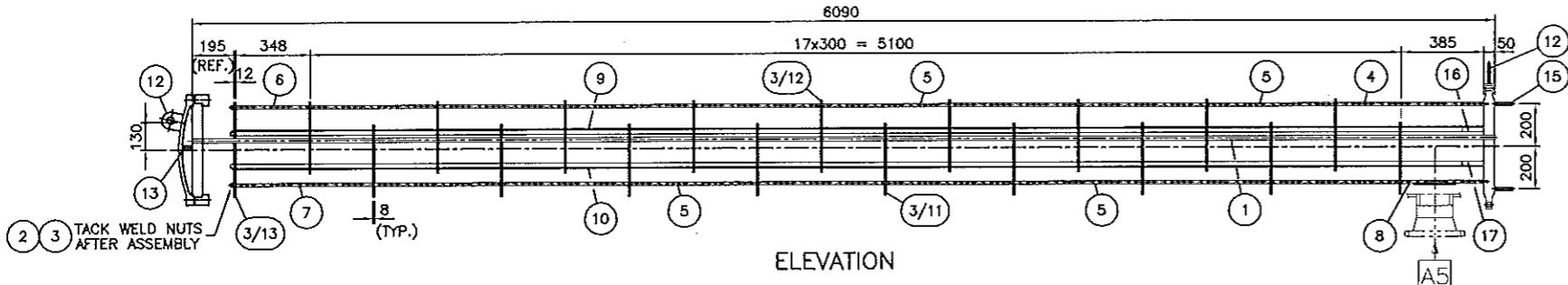


15 PULLING LUG
DETAIL

POSITIONED AT 0° & 180°

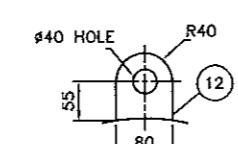
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IF IN DOUBT, ASK.

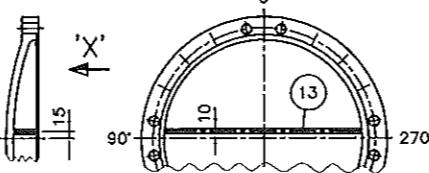


TUBE TO TUBESHEET DETAIL

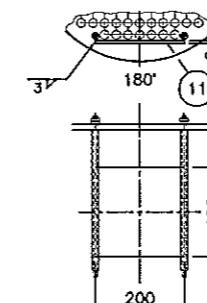
**TYPICAL SEALING STRIP
WELD DETAIL**



LIFTING LUG DETAIL



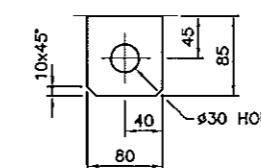
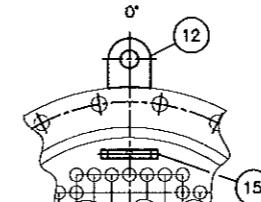
FLOATING HEAD PARTITION
PLATE DETAIL



IMPINGEMENT PLATE
DETAIL

GENERAL NOTES:

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2. THIS DRAWING TO BE READ IN CONJUNCTION WITH DRAWING No's. C-711/606AB/1, C-711/606A/2A&2B & C-711/606B/2A&2B
3. LEGEND: ITEM NUMBERS SHOWN THUS: (3/7) REFERS TO DRG. C-711/606ABC/3 ITEM 7



⑯ PULLING LUG
DETAIL

POSITIONED AT 0° & 180°

SAIBA ENGINEERING CC				
STATUS	A	B	C	'0
DESIGN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
QA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WELDING	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A-PROCESSED				
B- PROCESSED, CHANGE AS NOTED & RESUBMIT				
C- DO NOT PROCESS, CHANGES AS NOTED & RESUBMIT				
D- DO NOT PROCESS, NO CHANGES				
NOTES: <i>Initials of the person who has made changes or signed off on the document.</i>				

Foster Wheeler South Africa (Pty) Ltd.		Responsibility of Quality under the contract purchase order.	
1. Rejected.		<input type="checkbox"/>	
2. Comments As Noted.		<input type="checkbox"/>	
3. Minor Comments (Acceptable).		<input type="checkbox"/>	
4. No Comments.		<input type="checkbox"/>	
5. Information Only.		<input type="checkbox"/>	
PS	DMR	DRC	
Confidentiality of contracts does not relieve Supplier/Contractor of Responsibility for the Correctness of the work or of any requirements, warranties or guarantees given by the Client.			
Foster Wheeler South Africa Contract No. : 25913			
Foster Wheeler South Africa Order No. : 25913/PYP 579/02			
Foster Wheeler South Africa Requisition No. : 25913-1211AA			
Item No. : EX-002A/B			
Client's Name : Petronet			
Project Title : Intermixture Refractonator Project			
Project Location : Tariot, Gauteng, South Africa			
Client Drawing No. : D20-153			

4				
3				
2	29.11.05	J.W	"AS BUILT"	
1	4.7.05	B.B.	FWSA ORDER & DRG. NO. ADDED, ISSUED FOR MANUFACTURE	7.7.05 A.B. M.C.
A	6.6.05	B.B.	ISSUED FOR APPROVAL	6.6.05 A.B. M.C.
REV.	DATE	NAME	REMARKS	DATE CHECK APPD.

DATE	NAME	GEA ORDER No. C-711/608	Manufacturer:
DRWN.	25.6.05	B.B.	GEA AIRCOOLED SYSTEMS (Pty) LTD. R.S.A.
CHKD.	6.6.05	A.B.	Energy Technology Division (Reg. No: 75/00303/07)
APP.	6.6.05	M.C.	
TITLE		EX-200A	SCALE
			GEA No.
			REV.

EX-002A FEED/BOTTOMS EXCHANGER BUNDLE DETAILS	1:15	C-711/606A/6	2
		DOC. No. 1077; G-00-4-0036	
	A1	CLIENT No.	

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