

**TRANSNET NATIONAL PORTS AUTHORITY**

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

[Registration No. 1990/000900/30]

REQUEST FOR INFORMATION [RFI]

Information is required to enable Transnet to understand the availability of the goods required and its market

THEREAFTER**THROUGH A SEPARATE "REQUEST FOR PROPOSAL" [RFP] PROCESS**

to appoint a Supplier to undertake the supply and delivery of ≥ 15 Ton Forklift with Fork Extension Accessory for the Port of Ngqura on a once-off period

RFI NUMBER : **TNPA/2025/03/0003/91766/RFI**
ISSUE DATE : **19 MARCH 2025**
CLOSING DATE : **02 APRIL 2025**
CLOSING TIME : **16H00**

Note to potential bidders:

Potential bidders are required to ensure that electronic RFI 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 potential bidders as a result of technical challenges. Please do not wait for the last hour to submit. A potential bidder can upload 30mb per upload and multiple uploads are permitted.

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RFI for Supply and Delivery of ≥15 Ton Forklift with Fork Extension Accessory for the Port of Ngqura on a once-off period

for Transnet SOC Ltd operating as Transnet National Ports Authority

SECTION 1: SBD1 FORM

PART A

INVITATION FOR REQUEST FOR INFORMATION

YOU ARE HEREBY REQUESTED FOR INFORMATION FOR REQUIREMENTS OF TRANSNET NATIONAL PORTS AUTHORITY, A DIVISION TRANSNET SOC LTD

RFI NUMBER:	TNPA/2025/03/0003/91766/RFI	ISSUE DATE:	19 March 2025	CLOSING DATE:	02 April 2025	CLOSING TIME:	16h00
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DESCRIPTION	Supply and Delivery of ≥15 Ton Forklift with Fork Extension Accessory for the Port of Ngqura on a once-off period
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RFI RESPONSE DOCUMENTS SUBMISSION

RESPONDENTS ARE TO UPLOAD THEIR RFI RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH RFI SELECTED (please refer to section 2, paragraph 4 for a detailed process on how to upload submissions):
<https://transnetenders.azurewebsites.net>

RFI PROCEDURE ENQUIRIES MAY BE DIRECTED TO **TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**

CONTACT PERSON	Kwanele Mtembu
TELEPHONE NUMBER	None
FACSIMILE NUMBER	None
E-MAIL ADDRESS	TNPAPOELABOVE@transnet.net

SUPPLIER INFORMATION

NAME OF POTENTIAL SUPPLIER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	

Respondent's Signature

Date and Company Stamp

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

1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|---|--|
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | <input type="checkbox"/> YES <input type="checkbox"/> NO |

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

PART B

TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF POTENTIAL BIDDER :

CAPACITY UNDER WHICH THIS RFI IS SIGNED :

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

DATE: _____

 Respondent's Signature Date and Company Stamp

SECTION 2 : NOTICE TO RESPONDENTS

1 INFORMATION REQUEST

Information is requested from interested persons, companies, close corporations or enterprises [hereinafter referred to as the **Respondent(s)**] to supply the aforementioned information to Transnet. Respondents are to note that the subsequent Request for Proposal [**RFP**] when is issued by Transnet will be to the open market where anyone can respond.

DESCRIPTION	Supply and Delivery of ≥ 15 Ton Forklift with Fork Extension Accessory for the Port of Ngqura on a once-off period
TENDER ADVERT	All Transnet tenders are advertised on the National Treasury’s e-Tender Publication Portal and the Transnet website. Should one of these media (i.e. National Treasury’s e-Tender Publication Portal or Transnet website) not be available, potential bidders are advised to check on the other media for advertised tenders.
RFI DOWNLOADING	<p>This RFI may be downloaded directly from National Treasury’s e-Tender Publication Portal at www.etenders.gov.za free of charge.</p> <p>To download RFI and Annexures:</p> <ul style="list-style-type: none"> • Click on “Tender Opportunities”; • Select “Advertised Tenders”; • In the “Department” box, select Transnet SOC Ltd; <p>Once the tender has been located in the list, click on the “Tender documents” tab and process to download all uploaded documents.</p> <p>The RFI may also be downloaded from the Transnet Portal at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) free of charge (<i>refer to section 2, paragraph 4 below for detailed steps</i>)</p>
COMMUNICATION	<p>Any addenda to the RFI or clarifications will be published on the e-tender portal and Transnet website. Potential bidders are required to check the e-tender portal and Transnet website prior to finalising their bid submissions for any changes or clarifications to the RFI.</p> <p>Transnet will not be held liable if potential bidders do not receive the latest information regarding this RFI.</p>
BRIEFING SESSION	There will be no briefing session applicable for this RFI. The technical specification and RFI objectives to be responded to is attached as Annexure A . Any queries can be issued to TNPAPOELABOVE@transnet.net
CLOSING DATE	<p>16h00 on Wednesday 02 April 2025</p> <p>Potential bidders must ensure that RFI responses are uploaded timeously onto the</p>

Respondent’s Signature

Date and Company Stamp

	<p>system.</p> <p>As a general rule, if an RFI is late, it will not be accepted for consideration.</p> <p><i>Potential bidders are required to ensure that electronic RFI 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 potential bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A potential bidder can upload 30mb per upload and multiple uploads are permitted.</i></p>
VALIDITY PERIOD	<p>180 Business Days from Closing Date</p> <p>Potential bidders are to note that they may be requested to extend the validity period of their RFI, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process, the validity of the potential bidder(s)' RFI will be deemed to remain valid until the RFI process has been concluded.</p>

Any additional information or clarification will be published on the e-Tender portal and Transnet website, if necessary.

2 FORMAL BRIEFING

No formal briefing is applicable to this RFI. Potential bidders may issue any questions to the email address provided TNPAPOELABOVE@transnet.net for the attention of the dedicated Employer's representative.

3 RESPONSE 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.

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

- 3.1.1. Log on to the Transnet eTenders management platform website/ Portal ([\(\(transnetetenders.azurewebsites.net\)\)](https://transnetetenders.azurewebsites.net) Please use **Google Chrome** to access Transnet link/site)
- 3.1.2. Click on "ADVERTISED TENDERS" to view advertised tenders;
- 3.1.3. Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- 3.1.4. Click on "SIGN IN/REGISTER" - to sign in if already registered;
- 3.1.5. Toggle (click to switch) the "Log an Intent" button to submit a bid;
- 3.1.6. Submit bid documents by uploading them into the system against each tender selected;
- 3.1.7. No late submissions will be accepted. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net

4 RFI INSTRUCTIONS

- 4.1 All returnable documents listed in the in this RFI must be returned with your submission.
- 4.2 The person or persons signing the submission must be legally authorised by the respondent to do so.

5 B-BBEE JOINT VENTURES OR CONSORTIUMS

Potential bidders may choose during the subsequent RFP process to enter into a Joint Venture with B-BBEE companies. RFP Bidders will also be required to submit a signed JV agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If at the time of the bid submission such a JV or consortium agreement has not been concluded, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through the RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

6 COMMUNICATION

- 6.1 For specific queries relating to this RFI a Clarification Request Form should be submitted onto the system and/or an email to Kwanele Mtembu at TNPAPOELABOVE@transnet.net before **15h45 on 02 April 2025** substantially in the form set out in Section 7. In the interest of fairness and transparency Transnet's response to such a query will be published on the e-tender portal and Transnet website.
- 6.2 After the closing date of the RFI a Respondent may only communicate with Kwanele Mtembu (BEC chairperson) on email TNPAPOELABOVE@transnet.net on any matter relating to its RFI Proposal.
- 6.3 Respondents are to note that changes to its submission will not be considered after the closing date.
- 6.4 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFI.
- 6.5 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.

7 CONFIDENTIALITY

All information related to this RFI is to be treated with strict confidence. In this regard Respondents 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 related to this RFI or the subsequent RFP process, written approval to divulge such information must be obtained from Transnet.

8 STATUS OF THIS RFI AND SUBSEQUENT PROCESS

- 8.1 It is envisaged that a Supplier will be appointed, through a separate RFP process, to supply and deliver the ≥15 Ton Forklift with Fork Extension Accessory for the Port of Ngqura on a once-off period.

- 8.2 This RFI is not an offer to purchase, and Transnet is under no obligation to accept any proposals in this process and/or the subsequent RFP which may be issued hereafter.
- 8.3 As this time, it is a Request for Information only, no business will be awarded through this process.

9 DISCLAIMERS

- 9.1 Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFI and/or its receipt of submissions in response to it. In particular, please note that Transnet reserves the right and at its sole and full discretion to:
- 9.1.1. utilise any information provided to it in response to this RFI to draft the scope of requirements for inclusion in an RFP;
 - 9.1.2. take no further action whatsoever, if it so decides;
 - 9.1.3. withdraw from this process and the provisions of this project at any time;
 - 9.1.4. select the RFI and RFP participants based on Transnet's criteria;
 - 9.1.5. change the dates of adjudication and submission;
 - 9.1.6. not invite RFI respondents for further participation in the RFP process;
 - 9.1.7. not bind itself to accept any or all of the RFIs;
 - 9.1.8. increase or decrease the quantities/scope as indicated in the RFI;
 - 9.1.9. validate any information submitted by Respondents in response to this RFI. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting the RFI, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
 - 9.1.10. request audited financial statements or other documentation for the purposes of a due diligence exercise;
 - 9.1.11. not accept any changes or purported changes by the Respondent to the RFI rates after the closing date;
- 9.2 Note that Transnet will not reimburse any Respondent for any preparatory costs or other work performed in connection with this submission.

10 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Respondents must register on the CSD prior to submitting their bids. Business may not be awarded to a Respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD.

For this purpose, the attached SBD 1 Form must be completed and submitted as a returnable document by the closing date and time of the RFI.

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

TIP-OFFS ANONYMOUS:



You can choose to be Anonymous or Non-Anonymous on ANY of the platforms
PLEASE RETAIN YOUR REFERENCE NUMBER



AI Voice Bot "Jack"
Speak to our AI Voice Chat Bot "JACK", you converse with him like chatting to a human, with the option to record a message and speak to an agent at anytime.

What's App
Speak to an Agent via What's App.

Speak to an Agent
Speak to an Agent via the platform with no call or data charge

Telegram
Speak to an Agent via Telegram



0800 003 056



086 551 4153



reportit@ethicshelpdesk.com



***120*0785980808#**

SECTION 3 : RFI SCOPE OF REQUIREMENTS

1 INTRODUCTION

The Transnet National Ports Authority (TNPA) has a duty to ensure that vessels which call into the port can be secured alongside safely and be worked on the various terminal operators at minimal to no risk to users, employees and assets.

The Port of Ngqura is one of the deepest Ports in South Africa. The core business of the port is currently containers supplemented by break bulk cargo handled at the multi-purpose terminal. The Ngqura Container Terminal (NCT) is critical to the business of the port and the growth of the economy of the Eastern Cape province. The terminal comprises 4 berths, namely D100 to D103.

NCT experiences productivity challenges with heavy winds which cause surge and longwave action that destabilises the vessels resulting in vessel movement that leads to poor productivity for offloading and or loading of the vessels. The vessel movements might result in vessel parting all lines and could eventually run aground and, in the process, potentially cause damage to both TNPA and third-party assets.

The Shore Tension hydraulic units are deployed as a mitigation measure for the negative effects of surge and longwave experienced at the berth. The port deploys the hydraulic units in configurations of either 2 or 4 units per vessel and this is done across 4 berths, namely berths D100 to D103 mitigating against the following:

- Slower turnaround of vessels being offloaded and loaded at the Ngqura Container Terminal.
- Vessels departing later than planned, delays the incoming of new vessels and as a result increases the number of vessels at anchorage.
- Vessels not calling into Port because of lack of mooring assistance. Port of Ngqura has received communications to indicate that some vessel operators consider the Port to be unsafe.
- Vessel parting lines when in Port due to heavy winds. This will result in vessels running aground and will result in negative environmental impact. Not ignoring possible damage to infrastructure and the vessel.
- Challenges with wind starting to be noticed at the Multi-Purpose Terminal (MPT) berths. The vessels at MPT according to the office of the harbour master will soon be needing the support of the shore tensions to stay safe along the quayside.

The units are kept in a container within the port and are required to be deployed to the berths as required. Due to the set-up of the container terminal a ≥ 15 -ton forklift with Fork Extension Accessory is required to safely transport and deploy the unit in position.

In addition, the port is renting a 12-ton forklift to assist with the deployment of units to site in combination with its own 7-ton forklift. This is not ideal as the unit needs to be deconstructed into 2 parts. The time

taken for this operation is 2 to 3 hours per unit and the use of the 7-ton plant is heavily impacted by wind. A larger plant can decrease this deployment time to around 30 minutes which will be vital when there is a need to deploy multiple units at once.

2 BACKGROUND

Following a subsequent RFP process, Transnet's intention is to appoint a Supplier for the Supply and Delivery of the ≥ 15 Ton Forklift with Fork Extension Accessory for the Port of Ngqura on a once-off period.

Your submission should include in detail your proposed methodology, and preliminary program of expected activities as outlined on **Annexure A**. From the RFI and response and/or submissions thereto, Transnet will compile an RFP document which will include an indicative schedule of activities and timelines.

3 KEY OBJECTIVES OF THIS RFI PROCESS

The following list of deliverables captures the minimum intent and objectives of the RFI process. Transnet requests all Respondents to assist with the achievement of these objectives by submitting the requested information as indicated below. This will be finalised in the RFP documents following the RFI process:

- 3.1. Identify available Forklift models and Suppliers
- 3.2. Assess equipment specifications and capabilities
- 3.3. Understand safety features and compliance
- 3.4. Evaluate durability and suitability for Port conditions
- 3.5. Cost and budget considerations
- 3.6. Assess availability and lead time
- 3.7. Maintenance, support, and service network
- 3.8. Assess environmental impact and sustainability
- 3.9. Customization options
- 3.10. Evaluate vendor experience and reputation
- 3.11. Explore financing and leasing options

4 GENERAL RESPONDENT OBLIGATIONS

- 4.1 The Respondent(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.
- 4.2 The Respondent (s) must comply with the requirements stated in this RFI.

5 CONFIDENTIALITY AND COMPLIANCE

This RFI and information contained herein or provided for purposes thereof, remain the property of Transnet and may not be reproduced, sold or otherwise disposed of. All recipients of this document (whether a RFI is submitted or not) shall treat the details of this document as strictly private and confidential.

Information disclosed in this RFI is given in good faith and only for the purposes of providing sufficient information to the Respondent to enable submission of a well-informed and realistic RFI.

6 UNDERTAKINGS BY RESPONDENT

It will be accepted that the Respondent, on submitting the RFI response, has read, understood and accepted all the terms and conditions of the document. The submission of an RFI by any Respondent shall presume complete acceptance of the terms and conditions of the document. All qualifications and or exceptions should be noted in the RFI Response document.

7 COSTS TO RESPOND TO THE RFI

- 7.1 All Respondents wishing to submit a RFI response must be in possession of this document, the RFI. Transnet will not be responsible for or pay any expense or losses which may be incurred by any Respondent in the preparation and submission of the RFI and the costs of the RFI at all stages of the RFI process. Costs, if any, will be for each Respondent's own account.
- 7.2 Transnet reserves the right to invite certain Respondents to present or otherwise demonstrate their proposed solution as per their RFI, at the Respondent's own cost.

8 AUTHORITY OF SIGNATORY

- 8.1 If the RFI Respondent is a company, a certified copy of the resolution of the Board of Directors (i.e. personally signed by the Chairman or Secretary of the Board) authorising the person who signs this RFI to do so and any other documents and correspondence in connection with this RFI and/or agreement on behalf of the company, must be submitted with their RFI.
- 8.2 If the RFI Respondent is a partnership, a certified copy of the resolution of the partners (personally signed by all the partners) authorising the person who signs this RFI to do so and any other documents and correspondence in connection with this RFI and/or agreement on behalf of the partnership, must be submitted with this RFI.
- 8.3 If the RFI Respondent constitutes a "one-man business", certified proof must be submitted that the person signing this RFI and any other documents and correspondence in connection with this RFI and/or agreement is the sole owner of the one-man business.
- 8.4 Failure to comply with this clause may result in rejection of the RFI response.

9 OFFERING OF COMMISSION OR GRATUITY

If a Respondent, or any person employed by him, is found to have either directly or indirectly offered, promised or given to any person in the employ of Transnet, any commission, gratuity, gift or other consideration, Transnet shall have the right and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to disqualify the RFI Respondent from further participation in this process and any other subsequent processes in this regard. The RFI Respondent will be responsible for all and any loss that Transnet may suffer as a result thereof. In addition, Transnet reserves the right to exclude such a Respondent from future business with Transnet.

10 UNDERTAKING BY TRANSNET

In responding to this RFI, Transnet encourages all RFI Respondents to put their best effort into the construction and development of the proposal. The RFI process will include due governance and the results of the adjudication process will be available to Respondents.

SECTION 4 : TRANSNET'S RFI INFORMATION

1 STATISTICS [The Goods]

1.1 Forklift Equipment - ≥ 15 Ton Forklift Model, Attachments and Forks

Please note that the aforementioned information is provided merely as an indication of the size and nature of Transnet's current requirements and consequently does not necessarily reflect the extent of the Goods to be supplied by appointed Suppliers through an award of business at any future date.

2 REQUIREMENTS FOR RFI

Respondents expressing an interest to participate in this RFI stage must provide the full range of Products/ Services, as set out below in **Annexure A: Technical Specification and RFI Objectives** and also provide a Company Profile that details about the Respondent.

3 TECHNICAL CAPABILITY

Respondents are required to indicate their existing technical capability by completing **Annexure A: Technical Specification and RFI Objectives**.

Note: The extent to which a potential bidder is able to provide all or any of the Technical Criteria indicated on **Annexure A** will not necessarily penalise the potential bidder from further participation in an RFP process. Responses to this RFI will permit Transnet to consider and formulate various options in terms of the proposed allocation of its supply requirements and/or allied Services.

4 FINANCIAL REQUIREMENTS FOR FUTURE AWARD OF BUSINESS

In the event of a RFP following this RFI process, it will be a condition precedent prior to the award of business in terms of that RFP that the successful Respondent demonstrates its ability to fund Transnet's requirements.

5 TEST FOR ADMINISTRATIVE RESPONSIVENESS

The test for administrative responsiveness will include the following:

Administrative responsiveness check
<ul style="list-style-type: none">Whether the RFI has been lodged on time
<ul style="list-style-type: none">Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time
<ul style="list-style-type: none">Verify the validity of all returnable documents
<ul style="list-style-type: none">Verify if the RFI document has been duly signed by the authorised respondent

SECTION 5 : REQUEST FOR INFORMATION

I/We _____

[name of company, close corporation or partnership]

of [full address] _____

carrying on business under style or title of [trading as]

represented by _____

in my capacity as _____

being duly authorised, hereby lodge a **Request for Information** in the supply and delivery of ≥ 15 Ton Forklift with Fork Extension Accessory for the Port of Ngqura on a once-off period as follows:

ADDRESS FOR NOTICES

Respondent to indicate its *domicilium citandi et executandi* hereunder:

Name of entity: _____

Facsimile: _____

Address: _____

NAME(s) AND ADDRESS / ADDRESSES OF DIRECTOR(s) OR MEMBER(s)

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation [C.C.] on whose behalf the RFI is submitted.

(i) Registration number of company / C.C.

(ii) Registered name of company / C.C.

(iii) Full name(s) of director/member(s): Address/Addresses: ID Number/s:

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

Respondent's Signature

Date and Company Stamp

RETURNABLE DOCUMENTS

Respondents must submit with their responses to this RFI, **as a minimum requirement**, all the returnable documents indicated below with a [✓]. All Sections must be signed and dated by the Respondent.

Minimum Requirements - Returnable Documents	Submitted [✓]
SECTION 1: SBD1 FORM	
SECTION 5: Request for Information	
SECTION 6: Certificate Of Acquaintance with RFI, Terms & Conditions & Applicable Documents	
SECTION 8: SBD 4 - Bidder’s Disclosure	
SECTION 9: Protection of Personal Information	
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
Annexure A: Technical Specification and RFI Objectives - Brochure (Document 1) - Technical Datasheet / Product Specification Sheet (Document 2) - Manufacturer’s Declaration of Conformity (Document 3) - Pricing Structure (Document 4) - Company Profile (Document 5)	
Company Resolution of person signing RFI	
B-BBEE Certificate or Sworn Affidavit or DTIC Affidavit	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The Respondent will be required to ensure the validity of all returnable documents, including but not limited to its valid proof of B-BBEE status, for the duration of this RFI process.

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____
 Name _____

2 _____
 Name _____

SIGNATURE OF RESPONDENT’S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

 Respondent’s Signature

 Date and Company Stamp

**SECTION 6 : CERTIFICATE OF ACQUAINTANCE WITH RFI, TERMS & CONDITIONS &
APPLICABLE DOCUMENTS**

By signing these RFI documents, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with all the conditions governing this RFI, including those contained in any printed form stated to form part hereof including but not limited to the documents stated below. Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such term or condition.

1	Transnet's General Bid Conditions
2	Transnet's Supplier Integrity Pact
3	Non-disclosure Agreement
4	Technical Specifications and Questionnaire

Should the potential bidder find any terms or conditions stipulated in any of the relevant documents quoted in this RFI unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted RFI. 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. A material deviation from any term or condition may result in disqualification.

Potential bidders accept that an obligation rests on them to clarify any uncertainties regarding any RFI to which they intend to respond on, before submitting the bid. The potential bidder agrees that he/she will have no claim or cause of action based on an allegation that any aspect of this RFI was unclear but in respect of which he/she failed to obtain clarity.

The potential bidder understands that his/her RFI will be disqualified if the Certificate of Acquaintance with RFI documents included in the RFI as a returnable document, is found not to be true and complete in every respect.

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date and Company Stamp

SECTION 7 : RFI CLARIFICATION REQUEST FORM

RFI No: TNPA/2025/03/0003/91766/RFI

Deadline for RFI clarification submissions: Before **15h45** on **02 April 2025**

TO: Transnet SOC Ltd
ATTENTION: Kwanele Mtembu
EMAIL: TNPAPOELABOVE@transnet.net
DATE:
FROM:

RFI Clarification No

REQUEST FOR RFI CLARIFICATION:

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

Respondent's Signature

Date and Company Stamp

SECTION 8 : SBD 4 - BIDDER'S DISCLOSURE

1 PURPOSE OF THE FORM

- 1.1 Any person (natural or juristic) may make an offer or offers in terms of this Request for Information. 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 potential bidder to make this declaration in respect of the details required hereunder.
- 1.2 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 RFI process.

2 Potential Bidder's declaration

- 2.1 Is the potential bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ 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 potential bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1. If so, furnish particulars:

¹ 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.

Respondent's Signature

Date and Company Stamp

.....
.....

2.3 Does the potential 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 responding to this RFI?

YES/NO

2.3.1. If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying RFI will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The potential bidder has arrived at the accompanying RFI independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² 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 RFI, responding with the intention not to submit the RFI and conditions or delivery particulars of the products or services to which this RFI invitation relates.
- 3.5 The terms of the accompanying RFI have not been, and will not be, disclosed by the potential bidder, directly or indirectly, to any competitor, prior to the date and time of the official RFI opening or of the subsequent RFP.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the potential bidder with any official of the procuring institution in relation to this procurement process prior to and during the RFI process except to provide clarification on the RFI submitted where so required by the institution; and the potential bidder was not involved in the drafting of the specifications or terms of reference for this RFI.

² 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.

Respondent's Signature

Date and Company Stamp

- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to RFI and RFP, RFI 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 RFI 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.

Respondent's Signature

Date and Company Stamp

SECTION 9 : PROTECTION OF PERSONAL INFORMATION

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013.(“POPIA”):

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFI, the Responsible party is “Transnet” and the Data subject is the “Respondent”. Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFI and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this RFI, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.
8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFI (physically, through a computer or any other form of electronic communication).

Respondent’s Signature

Date and Company Stamp

9. Transnet shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.
10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet’s possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this RFI, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFI and further confirming that they are aware of their rights in terms of Section 5 of POPIA

Respondents are required to provide consent below:

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

12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject’s personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this RFI is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent’s authorised representative: _____

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



ANNEXURE A

Technical Specification and RFI Objectives



ANNEXURE A:

TECHNICAL SPECIFICATION AND RFI OBJECTIVES

SUPPLY AND DELIVERY OF \geq 15 TON FORKLIFT FOR THE PORT
OF NGQURA ON A ONCE-OFF PERIOD

COMPANY NAME: _____

1. REQUEST FOR INFORMATION

Potential bidders are hereby requested to submit information for the supply and delivery of a ≥ 15 Ton Forklift with Fork Extension Accessory for the Port of Ngqura on a once-off period. The Request for Information (RFI) requires proposals of information in response to the below RFI objectives. Any additional information to the RFI objectives may be submitted and clearly marked as additional.

2. RFI OBJECTIVES

The minimum intent of the RFI seeks to achieve the following objectives:

2.1. Identify available Forklift models, Attachment, Forks and Suppliers,

2.1.1. **Objective:** To gather a list of suppliers who offer ≥ 15 -ton forklifts, forks, lifting hooks, and any special attachments (e.g., for container handling, shore tension units, or heavy cargo) should be included based on port needs suitable for port operations, including those with relevant experience and product offerings. Attach **brochure (document 1)** of forklifts available.

2.1.2. **Outcome:** A comprehensive list of potential suppliers who can provide forklifts with the necessary lifting capacities and specifications.

2.2. Assess equipment specifications and capabilities,

2.2.1. **Objective:** To evaluate the technical specifications of various forklift models and assess their suitability for port operations, including factors such as:

2.2.1.1. Lift capacity (15 tons or more).

2.2.1.2. Lift height and reach.

2.2.1.3. Fuel type (diesel, electric, or hybrid).

2.2.1.4. Tire type (pneumatic or solid for rough terrain).

2.2.1.5. Engine specification, power and efficiency.

2.2.1.6. Battery (if electric).

2.2.1.7. Hydraulic System and Lifting Mechanism.

2.2.1.8. Environmental compliance (e.g., emissions standards). See required minimum technical specification on section 3 and submit **Technical Datasheet / Product Specification Sheet (Document 2)**

2.2.2. **Outcome:** A clear understanding of the forklift models available and their performance capabilities, allowing for better comparison and selection.

2.3. Understand safety features and compliance,

2.3.1. **Objective:** To ensure that forklifts meet safety standards and regulatory compliance specific to port operations. This includes:

- 2.3.1.1. Operator safety features (e.g., overhead guards, seat belts, and alarms).
- 2.3.1.2. Load capacity and stability under heavy loads.
- 2.3.1.3. Visibility for the operator in a busy, potentially hazardous environment.
- 2.3.1.4. Compliance with local and international safety regulations.
- 2.3.1.5. **Manufacturer's Declaration of Conformity (Document 3)** a statement from the manufacturer confirming that the forklift model meets all applicable laws, industry standards, and technical requirements.

2.4. **Outcome:** An understanding of the safety features and compliance measures of forklifts, ensuring that the equipment aligns with port safety standards.

2.5. Evaluate durability and suitability for Port conditions,

2.5.1. **Objective:** To assess the durability and performance of forklifts in harsh port environments, including exposure to saltwater, high humidity, and heavy lifting conditions.

2.5.2. **Outcome:** Identification of forklifts that are designed for rugged outdoor use with corrosion-resistant materials and suitable tires for rough terrain.

2.6. Cost and budget considerations,

2.6.1. **Objective:** To gather information on the cost of acquiring, maintaining, and operating forklifts, as well as the overall lifecycle cost.

- 2.6.1.1. Purchase price.
- 2.6.1.2. Maintenance and service costs.
- 2.6.1.3. Fuel or energy consumption.
- 2.6.1.4. Warranty and service agreements.

2.6.2. **Outcome:** A clearer understanding of the overall cost implications of each forklift model and supplier. Attach **pricing structure for the overall lifecycle cost** of the forklift **(Document 4)**

2.7. Assess availability and lead time,

- 2.7.1. **Objective:** To determine the availability of the forklift models and their lead time for delivery to the Port of Ngqura in Port Elizabeth (Gqeberha in South Africa), ensuring that the equipment can be deployed on time for the port's operational needs.
- 2.7.2. The forklift must be fully assembled, commissioned and certified as safe for use including a performance test done in the presence of a Transnet National Ports Authority representative and load test certificates including truck roadworthy certificate shall be produced for record purposes and compliance.
- 2.7.3. **Outcome:** Clear insight into how quickly forklifts can be delivered and put into service.

2.8. Maintenance, support, and service network

- 2.8.1. **Objective:** To understand the service and maintenance options available, including:
- 2.8.1.1. Local service centers for repair and maintenance.
 - 2.8.1.2. Availability of spare parts.
 - 2.8.1.3. Scheduled maintenance programs.
 - 2.8.1.4. Warranty.
 - 2.8.1.5. Service Plan.
 - 2.8.1.6. Train TNPA staff to perform routine maintenance inspections on the ≥ 15 -ton Forklift.
- 2.8.2. **Outcome:** A reliable support network to ensure minimum downtime and maximize the operational efficiency of the forklifts.

2.9. Customization options,

- 2.10.1. **Objective:** To explore customization options that may be necessary for specific port needs, such as specialized attachments (e.g., for handling shore tension units or container handling).
- 2.10.2. **Outcome:** Identification of suppliers who can provide forklifts with necessary attachments or modifications for specific tasks.

2.10. Evaluate supplier experience and reputation, and

- 2.11.1. **Objective:** To evaluate the reputation and experience of suppliers in providing heavy-duty forklifts for port operations. This includes their track record for delivering high-quality, reliable equipment and after-sales support,
- 2.11.2. **Outcome:** Selection of reputable and experienced forklift suppliers who can meet the

port's requirements, a **company profile (Document 5)** to be submitted.

2.14. **Operator Training and Certification**

2.14.1. **Operator Training:** Provide proper training for forklift operators, ensuring they are knowledgeable about the machine's capabilities, safety features, and operational procedures.

2.14.2. **Safety Certification:** Ensure operators are certified to operate a ≥15-ton forklift, complying with local safety standards and regulations.

2.14.3. **Accredited training** for 20 employees of TNPA personnel by a relevant SETA.

3. **TECHNICAL SPECIFICATION**

The required ≥15 Ton Forklift with Fork Extension Accessory should as a minimum meet the following technical specification. Potential bidders are welcome to propose similar technical specification for the size/s of the Forklift required.

≥15 Ton Forklift with fork extension accessory

Category	Specifications	Can you offer a similar technical specification?		Comment
		Yes	No	
Loading	<p>Capacity: minimum of 15tons lifting capacity</p> <p>Lift Height: up to 3m on top of Fork.</p> <p>Load Centre: minimum 500 mm for stability in lifting</p>			
Performance	<p>Engine Type: Diesel engine (for heavy duty work)</p> <p>Power: Around 140 to 200 horsepower (105 to 150 kW),</p> <p>Fuel Capacity: Sufficient fuel tank capacity to support extended operation periods, typically 150-200 litres for diesel forklifts.</p> <p>Transmission: Hydrostatic or manual transmission with a torque converter to provide better control over heavy lifting.</p> <p>Hydraulic Pump Type: Load-sensing or gear-type hydraulic pumps for better efficiency and precision.</p>			

Category	Specifications	Can you offer a similar technical specification?		Comment
		Yes	No	
	<p>Hydraulic Pressure: Should be designed for high-pressure operation, typically around 200-250 bar</p> <p>Max Speed: 20 to 25 km/h for efficient deployment and movement</p> <p>Battery: 12V or higher. Indicate if Battery master switch is available.</p>			
Forklift Dimensions	<p>Overall Length: Approximately 5-8 meters, depending on the configuration and fork dimensions.</p> <p>Fork Size: Typically, 200 mm x 80 mm or custom sizes. Extra length forks up to 2m. Supplier to indicate available length for his Forklift. A fork teeth extension accessory must be included.</p> <p>Overall Width: Typically, around 2.5 to 3 meters for stability, with wide tires for additional support.</p> <p>Height: Depending on lifting height, but not less than 2.5m</p> <p>Tire Size: 12.00-20 or 14.00-24 tires, designed for uneven surfaces and coastal environments. 6-wheel forklift, with wide tires for stability.</p>			
Operation	<p>Forklift Mast: Duplex or triplex mast to provide the necessary lifting height and fork reach.</p> <p>Tilt Angle: Forward and backward tilt for optimal load placement and stability during deployment.</p> <p>Counterweight: A large counterweight to stabilize the forklift during lifting of heavy loads.</p> <p>Overhead Guard: A protective overhead guard to shield the operator.</p> <p>Stability Mechanism: Load-sensing technology and anti-rollover features for safety on uneven or sloped surfaces.</p>			

Category	Specifications	Can you offer a similar technical specification?		Comment
		Yes	No	
	<p>Braking System: Hydraulically assisted, oil-immersed braking system for maximum safety, especially when carrying heavy loads.</p> <p>Service Brake: Front, oil-immersed (wet) disc brakes, with large oil cooler and a separate 10-micron brake oil filter. The brake system is fully hydraulic and charged by an accumulator (no air system).</p> <p>Parking Brake: Spring actuated and hydraulically released, on the driveline, automatically applied when pressure falls below 50 bar. The transmission is disengaged when the parking brake is applied.</p> <p>Corrosion-resistant Materials: Forklifts deployed in coastal environments need to be made of corrosion-resistant materials, including stainless steel components and special coatings.</p>			
Safety	<p>Operator Cab: Ergonomically designed cab with visibility, climate control, and safety features like seatbelts and alarms. Full-suspension fully adjustable driver's seat with a high backrest, seat belt, "park brake off" warning buzzer. Air-conditioning is integrated into the heating and ventilation system, with manual temperature control</p> <p>Operator Cab Windows: Large windows, fitted with lightly tinted safety glass all around. Include fresh air inlet and windows to have wipers in front and back windows.</p> <p>Mast lift cylinders: to be rear-mounted (behind the mast channels) for optimum visibility.</p> <p>A complete light kit, comprising of: 2 front work lights mounted on the mast, 2 front drive lights on the front fenders, 2 rear work/drive lights on the cab, 2 combination tail- & stop- & rear driving lights on the rear fenders, 4 direction indicators with warning switch. Orange flashing beacon, on the cab roof.</p>			



ANNEXURE B

Non-Disclosure Agreement



NON-DISCLOSURE AGREEMENT

[March 2025]

THIS AGREEMENT is made between

Transnet SOC Ltd [Transnet] [Registration No. 1990/000900/30]

whose registered office is at 49th Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001,

and

the Company as indicated in the RFI response hereto

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
 - 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
 - 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or

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

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Bid or for the subsequent performance of any contract between the parties in relation to the Bid.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

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

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ANNEXURE C

Transnet Supplier Integrity Pact



Important Note: All potential bidders must read this document and certify in the RFI Declaration Form that they have acquainted themselves with, and agree with the content. The contract with the successful bidder will automatically incorporate this Integrity Pact as part of the final concluded contract.

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

And The Potential Bidder / Supplier/ Service Provider / Contractor (hereinafter referred to as the "Potential Bidder / Supplier")

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 Bidders / Suppliers.

In order to achieve these goals, Transnet and the Bidder / Supplier hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Bidder's / Supplier'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 Bidders / Suppliers 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 Bidder / Supplier 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 Bidders / Suppliers 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 Bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to any contract.
- 2.2 Transnet will, during the registration and bidding process treat all Bidders / Suppliers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Bidders / Suppliers the same information and will not provide to any Bidders / Suppliers confidential / additional information through which the Bidders / Suppliers could obtain an advantage in relation to any bidding process.
- 2.3 Transnet further confirms that its employees will not favour any prospective bidder in any form that could afford an undue advantage to a particular bidder during the tendering stage, and will further treat all Bidders / Supplier participating in the bidding process in a fair manner.
- 2.4 Transnet will exclude from the bidding process such employees who have any personal interest in the Bidders / Suppliers participating in the bidding process.

3 OBLIGATIONS OF THE BIDDER / SUPPLIER

- 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 Bidder / Supplier commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Bidder / Supplier commits to the following:
- a) The Bidder / Supplier 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 bidding process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the bidding process; and
 - b) The Bidder / Supplier 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 bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.3 The Bidder / Supplier will not collude with other parties interested in the contract to preclude a competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The Bidder / Supplier further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Bidder / Supplier will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Bidders / Suppliers. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the bidding process.
- 3.5 The Bidder / Supplier will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Bidder /Supplier 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 Bidder / Supplier 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 bidding process. Similarly, the Bidder / Supplier of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or bidding process.
- 3.7 The Bidder / Supplier will not misrepresent facts or furnish false or forged documents or information in order to influence the bidding process to the advantage of the Bidder / Supplier or detriment of Transnet or other competitors.

- 3.8 Transnet may require the Bidder / Supplier 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 Bidder / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Bidder/Supplier 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 BIDDING

- 4.1 For the purposes of this undertaking in relation to any submitted Bid, the Bidder declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
- a) has been requested to submit a Bid in response to this Bid invitation;
 - b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Goods and Services as the Bidder and/or is in the same line of business as the Bidder.
- 4.2 The Bidder has arrived at his submitted Bid 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 bidding.
- 4.3 In particular, without limiting the generality of paragraph 4.2 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 Bid;
 - e) the submission of a Bid which does not meet the specifications and conditions of the RFP; or
 - f) bidding with the intention of not winning the Bid.
- 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 Bid relates.
- 4.5 The terms of the Bid as submitted 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.
- 4.6 Bidders are 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 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

5 DISQUALIFICATION FROM BIDDING PROCESS

- 5.1 If the Bidder / Supplier has committed a transgression through a violation of paragraph 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Bidder / Supplier into question, Transnet may reject the Bidder's / Supplier's application from the registration or bidding process and remove the Bidder / Supplier from its database, if already registered.
- 5.2 If the Bidder / Supplier has committed a transgression through a violation of paragraph 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 Bidder / Supplier from future bidding 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 Bidder / Supplier 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 Bidder / Supplier 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 DATABASE OF RESTRICTED SUPPLIERS

- 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 Bid shall be awarded to a Bidder 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 Bidder should it be established, at any time, that a bidder 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 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 supplier or contractor to Transnet may not subcontract any portion of the contract to a restricted company.
- 6.7 Grounds for restriction include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:
- a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
 - b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
 - c) has carried out any contract resulting from such bid 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) has submitted false information regarding any other matter required in terms of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act which will affect the evaluation of a Bid or where a Bidder has failed to declare any subcontracting arrangements;
 - h) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - i) has litigated against Transnet in bad faith.

7 PREVIOUS TRANSGRESSIONS

- 7.1 The Bidder / Supplier 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 Bidder's / Supplier's database or any bidding process.
- 7.2 If it is found to be that the Bidder / Supplier made an incorrect statement on this subject, the Bidder / Supplier can be rejected from the registration process or removed from the Bidder / Supplier database, if already registered, for such reason (refer to the Breach of Law Form contained in the applicable RFX document.)

8 SANCTIONS FOR VIOLATIONS

- 8.1 Transnet shall also take all or any one of the following actions, wherever required to:
- a) Immediately exclude the Bidder / Supplier from the bidding process or call off the pre-contract negotiations without giving any compensation to the Bidder / Supplier. However, the proceedings with the other Bidders / Suppliers may continue;
 - b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Bidder / Supplier;
 - c) Recover all sums already paid by Transnet;
 - d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Bidder / Supplier, in order to recover the payments, already made by Transnet, along with interest;
 - e) Cancel all or any other contracts with the Bidder / Supplier;
 - f) Exclude the Bidder / Supplier from entering into any bid with Transnet and other organs of state in future for a specified period; and
 - g) If the Supplier subcontracted a portion of the bid to another person without declaring it to Transnet, Transnet must penalise the Supplier up to 10% of the value of the contract.

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 bidding / supplying entity; and
 - b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.
- 9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- a) Private gain or advancement; or
 - b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

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

- 9.3 If a Bidder / Supplier 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 bid which will be considered for the bid process, the Bidder / Supplier:
- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
 - b) must notify Transnet immediately in writing once the circumstances has arisen.
- 9.4 The Bidder / Supplier 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 Bidder / Supplier.

10 DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Bidders / Suppliers. When a dispute arises between Transnet and its Bidder / Supplier, 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 restriction process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
- b) **Perjury:** where a supplier make a false statement either in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a supplier makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** when a supplier abuses the court process in order to gain a competitive advantage during a bid 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 bidding 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 Bidder / Supplier be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Bidders / Suppliers 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.

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