

Transnet Pipelinesan Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)**SUPPLY AND DELIVERY OF ONE (1) BRAND-NEW TRACTOR LOADER BACKHOE (TLB), THREE (3) BRAND-NEW MINI TLBs WITH THEIR TRAILERS, AND TWO (2) BRAND-NEW TLB TRAILERS, ON A ONCE-OFF PURCHASE BASIS**

RFP NUMBER	: TPL/2026/05/0301/5169/RFP
ISSUE DATE	: 10 September 2026
NON-COMPULSORY BRIEFING	: 16 September 2026
CLOSING DATE	: 12 October 2026
CLOSING TIME	: 16h00
TENDER VALIDITY PERIOD	: 180 Days from closing date

Note to the Tenderers:

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 Tenderers as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.

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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	SUPPLY AND DELIVERY OF ONE (1) BRAND-NEW TRACTOR LOADER BACKHOE (TLB), THREE (3) BRAND-NEW MINI TLBs WITH THEIR TRAILERS, AND TWO (2) BRAND-NEW TLB TRAILERS, ON A ONCE-OFF PURCHASE BASIS
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://esupplierportal.transnet.net/portal/ (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 Via Team, Teams Link: https://teams.microsoft.com/meet/393014494594591?p=qDb9Upwiryx1mTOM3I on the 16th of September 2026 at 10:00am [10 O'clock] for a period of ± 2 (two) hours. The Non-Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.
CLOSING DATE	12 October 2026 at 16:00 Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.

2. TENDER SUBMISSION

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

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

Log on to the Transnet eTenders management platform website

(<https://esupplierportal.transnet.net/portal/>);

- 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.
- d) Each company must register its profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.
- e) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.
- f) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.

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 T2.2-10, [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
- *unduly high or unduly low tendered rates or amounts in the tender offer;*
 - *contract data of contract provided by the tenderer; or*
 - *the contents of the tender returnables which are to be included in the contract.*

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.....

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 Price List

Part C3: Goods Information

C3.1 *Purchaser's* Goods Information

C.1.4	The Employer's agent is:	Procurement Manager
	Name:	Tholakele Mzolo
	Address:	202 Anton Lembede Street, Durban
	Tel No.	031 308 8230
	E – mail	Tholakele.mzolo@transnet.net

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

1. Step Two - Test for Responsiveness (Prequalification Criteria):

- Provide proof of registration with the Motor Industry Ombudsman of South Africa (MIOSA) C2.7
- Complete and submit the All-Critical Evaluation Datasheets for the Tractor Loader Backhoe (Tlb), Three (3) Brand-New Mini Tlbs With Their Trailers, And Two (2) Brand-New Tlb Trailers, The Tenderer must demonstrate the full compliance with each specified critical requirement C2.7

As part of the responsiveness assessment, tenderers shall submit valid proof of registration with the Motor Industry Ombudsman of South Africa (MIOSA).

The Employer reserves the right to verify the authenticity and validity of the registration submitted.

Tenderers who fail to submit proof of registration with MIOSA, submit expired registration, or whose registration cannot be verified by the Employer, shall be deemed non-responsive and shall not proceed to the functionality evaluation stage.

The prequalification requirement is mandatory and will be evaluated on a pass/fail basis.

Only tenderers who satisfy this requirement will be considered for further evaluation in terms of functionality, price and specific goals.

Complete Full compliance with the Critical Evaluation Datasheets for Tractor Loader Backhoe (Tlb), Three (3) Brand-New Mini Tlbs with Their Trailers, And Two (2) Brand-New Tlb Trailers.

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

2. Step Three - Functionality:

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is 80 points.

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

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

C.2.12 No alternative tender offers will be considered.

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

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

C2.15.1

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and 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: **16:00pm on 12 October 2026**

Location: The Transnet e-Tender Submission Portal:

(<https://esupplierportal.transnet.net/portal/>); **NO LATE TENDERS WILL BE ACCEPTED**

C.2.16 The tender offer validity period is **180 working Days** 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 have not been finalised within the validity period.

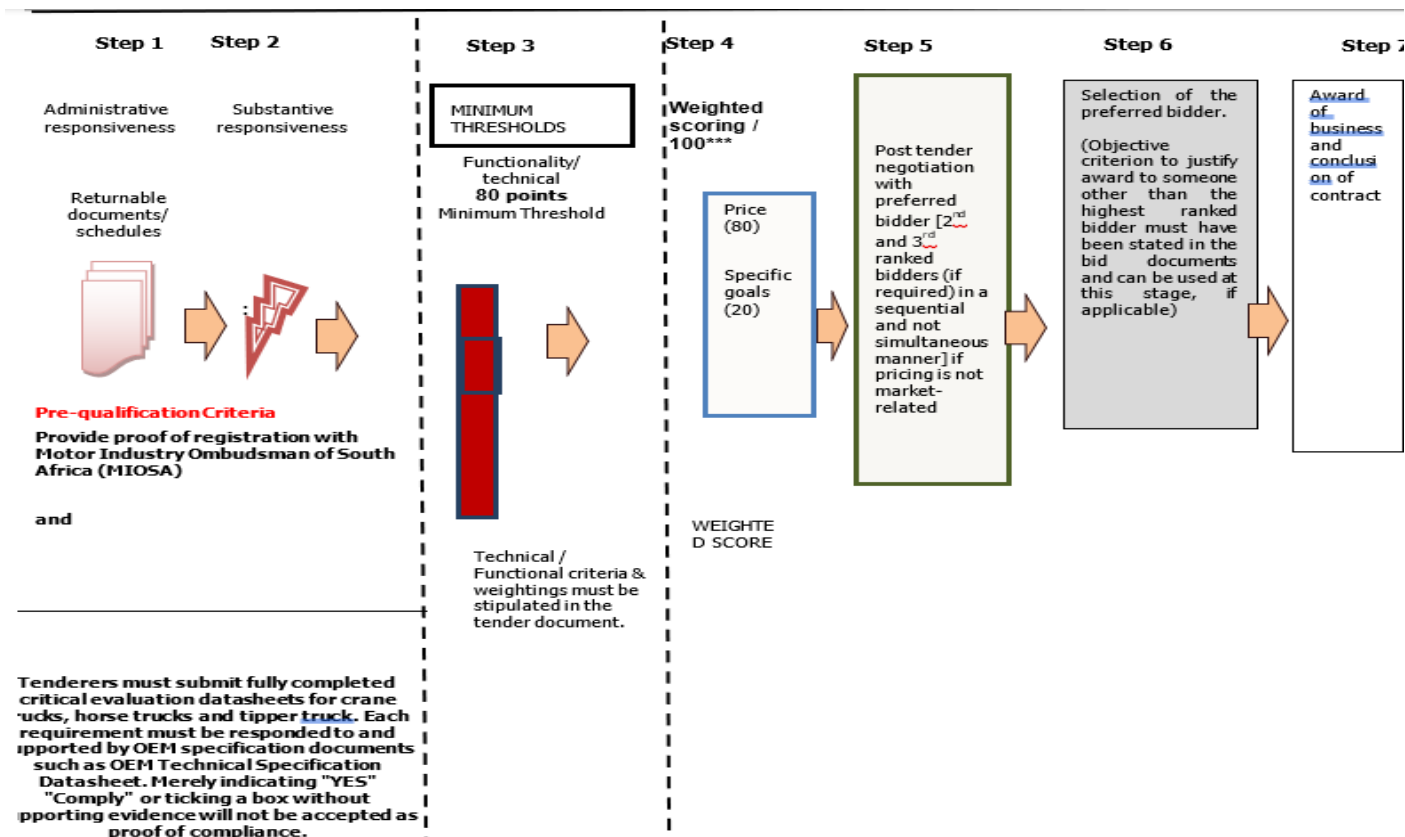
C.2.23 The tenderer is required to submit with his tender:

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.
Tenderers also provide Transnet with a TCS PIN to verify Tenderers compliance status.
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership, in line with the code of good practice, together with the tender;
3. Proof of registration on the Central Supplier Database;
4. A Valid Letter of Good Standing (COIDA)
5. Pricing Schedule /list (Part C2) (Hard copy of the RFP) **and populated digitally on the Transnet Digital Procurement System.**

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

C3.11.1 Evaluation Methodology

Transnet will utilize the following methodology and criteria in selecting a preferred Bidder



C3.11.2 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.

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

Technical Review Bidder of Submission					
Technical Criteria		Weightings	Judgement Prompts	Service Provider	Comments
Number projects Completed			c		
Tenderers are required to demonstrate the supply and delivery of either TLB, TLB with a Trailer or Mini TLB with it's Trailer by providing completed projects in the last 10 years.	Company experience or list of projects for supply and delivery of either TLB, TLB with a Trailer or Mini TLB with it's Trailer in the last 10 years NB: List/table number of completed projects to be submitted clearly indicating name of client, year of delivery, contact details and signed reference letter from the clients	0%	The tenderer has submitted inadequate information to determine a score.		
		20%	The Tenderer has submitted one (1) completed project for supply and delivery of either TLB, TLB with a Trailer or Mini TLB with it's Trailer in the last 10 years indicating the name of client, year of delivery, contact details and signed reference letter from the clients.		
		40%	The Tenderer has submitted two (2) completed project for supply and delivery of either TLB, TLB with a Trailer or Mini TLB with it's Trailer in the last 10 years indicating the name of client, year of delivery, contact details and signed reference letter from the clients.		
		60%	The Tenderer has submitted three (3) completed project for supply and delivery of either TLB, TLB with a Trailer or Mini TLB with it's Trailer in the last 10 years indicating the name of client, year of delivery, contact details and signed reference letter from the clients.		
		80%	The Tenderer has submitted four (4) completed project for supply and delivery of either TLB, TLB with a Trailer or Mini TLB with it's Trailer in the last 10 years indicating the name of client, year of delivery, contact details and signed reference letter from the clients.		
		100%	The Tenderer has submitted five (5) completed project for supply and delivery of either TLB, TLB with a Trailer or Mini TLB with it's Trailer in the last 10 years indicating the name of client, year of delivery, contact details and signed reference letter from the clients.		
Supply and delivery Lead time					
The Tenderer must submit a holistic Programme for the supply and delivery of TLB, TLB Trailers & Mini TLB with it's Trailer to Listed Locations on the Goods Information Document, showing the duration and location of each major related activity e.g. supply and delivery of TLB, TLB Trailers & Mini TLB with it's Trailer, commissioning, training and endurance test. The Programme must be in the form of a Gantt or Bar chart, clearly indicating key dates for progress measurements. Programme to clearly indicate staggered delivery (if applicable). Further to the Programme, the Tenderer must indicate the delivery period as stipulated on this document.		0%	The Tenderer has a lead time of more than 10 months for the delivery of TLB, TLB Trailers & Mini TLB with it's Trailer.		
		20%	The Tenderer has a lead time of 9 months for the delivery of TLB, TLB Trailers & Mini TLB with it's Trailer.		
		40%	The Tenderer has a lead time of 8 months for the delivery of TLB, TLB Trailers & Mini TLB with it's Trailer.		
		60%	The Tenderer has a lead time of 7 months for the delivery of TLB, TLB Trailers & Mini TLB with it's Trailer.		
		80%	The Tenderer has a lead time of 6 months for the delivery of TLB, TLB Trailers & Mini TLB with it's Trailer.		
		100%	The Tenderer has a lead time for less than 6 months for the delivery of TLB, TLB Trailers & Mini TLB with it's Trailer.		

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

- T2.2-02 Company Experience in the Supply and Delivery of Tractor Loader Backhoe (TLb), Three (3) Brand-New Mini TLbs with Their Trailers, And Two (2) Brand-New TLb Trailers.
- T2.2-03 Evaluation Schedule – Supply and Delivery Lead Time for Tractor Loader Backhoe (TLb), Three (3) Brand-New Mini TLbs with Their Trailers, And Two (2) Brand-New TLb Trailers.

Each functionality criterion shall be assessed using the following scoring scale:

- 0 points
- 20 points
- 40 points
- 60 points
- 80 points
- 100 points

The score awarded for each criterion shall be multiplied by the applicable weighting. The weighted scores for all functionality criteria shall then be added together to determine the Tenderer's final functionality score.

The minimum qualifying score for functionality is eighty (80) points out of one hundred (100). A Tenderer that fails to achieve the minimum qualifying score shall not proceed to the Price and Specific Goals evaluation stage.

The functionality criteria and weightings are as follows:

T2.2-02 Company Experience in the Supply and Delivery of Tractor Loader Backhoe (TLB), Brand-New Mini TLBs with Their Trailers, And Brand-New TLB Trailers -Weighting: 60%.

Tenderers are required to demonstrate relevant company experience in the supply and delivery of Tractor Loader Backhoe (TLB), Brand-New Mini TLBs with Their Trailers, And Brand-New TLB Trailers by submitting a detailed list of successfully completed projects undertaken within the last ten (10) years.

The submitted project information shall clearly indicate:

- Name of the client;
- Project Title;
- Scope of Supply or Equipment Supplied;
- Year of delivery;
- Client contact person and contact details; and
- A signed reference letter from the client.

No score shall be allocated for a project where the required signed client reference letter has not been submitted.

For purposes of this evaluation, a "project" means one successfully completed contract, purchase order or formal supply assignment under which the Tenderer supplied and delivered at least one Tractor Loader Backhoe (Tlb), Brand-New Mini Tlbs with Their Trailers, And Brand-New Tlb Trailers. Multiple trucks supplied under one contract or purchase order shall be regarded as one project.

The scoring methodology for Company Experience shall be as follows:

0 Points – The Tenderer has submitted no information or inadequate information to determine a score.

20 Points – The Tenderer has submitted evidence of one (1) successfully completed project for the supply and delivery of a Tractor Loader Backhoe (Tlb), Brand-New Mini Tlbs with Their Trailers, And Brand-New Tlb Trailers within the last ten (10) years.

40 Points – The Tenderer has submitted evidence of two (2) successfully completed projects for the supply and delivery of Tractor Loader Backhoe (Tlb), Brand-New Mini Tlbs with Their Trailers, And Brand-New Tlb Trailers within the last ten (10) years.

60 Points – The Tenderer has submitted evidence of three (3) successfully completed projects for the supply and delivery of Tractor Loader Backhoe (Tlb), Brand-New Mini Tlbs with Their Trailers, And Brand-New Tlb Trailers within the last ten (10) years.

80 Points – The Tenderer has submitted evidence of four (4) successfully completed projects for the supply and delivery of Tractor Loader Backhoe (Tlb), Brand-New Mini Tlbs with Their Trailers, And Brand-New Tlb Trailers within the last ten (10) years.

100 Points – The Tenderer has submitted evidence of five (5) or more successfully completed projects for the supply and delivery of Tractor Loader Backhoe (Tlb), Brand-New Mini Tlbs with Their Trailers, And Brand-New Tlb Trailers within the last ten (10) years.

T2.2-03: Supply and Delivery Lead Time for Tractor Loader Backhoe (Tlb), Brand-New Mini Tlbs with Their Trailers, And Brand-New Tlb Trailers – Weighting: 40%

The Tenderer shall submit a comprehensive supply and delivery programme indicating the proposed lead time for the manufacture, supply and delivery of all the required vehicles.

The programme shall clearly indicate the proposed delivery period, key milestones and the anticipated delivery date for:

- One (1) Brand-New Tractor Loader Backhoe (TLb)
- Three (3) Brand-New Mini TLbs with Their Trailers
- Two (2) Brand-New TLb Trailers

The scoring methodology for Supply and Delivery Lead Time shall be as follows:

0 Points – Proposed lead time is more than Ten (10) months, or the Tenderer has failed to submit an adequate supply and delivery programme.

20 Points – Proposed lead time is Nine (9) months.

40 Points – Proposed lead time is Eight (8) months.

60 Points – Proposed lead time is Seven (7) months.

80 Points – Proposed lead time is Six (6) months.

100 Points – Proposed lead time is less than Six (6) months

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.

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

Thresholds	Minimum Threshold
Technical / functionality	80

Evaluation Criteria	Final Weighted Scores
Price and Total Cost of Ownership	80
Specific goals - Scorecard	20
TOTAL SCORE:	100

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 evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".**

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a bidder who provides the relevant required evidence for claiming points

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Level of contributor (1 or 2)	10
30% Black women Owned entities	10

The following Table represents the evidence to be submitted for claiming preference points for applicable specific goals in a particular tender:

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
30% Black Women Owned Entities	B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines

The maximum points for this bid are allocated as follows:

DISCRIPTION	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	10
30% Black women Owned entities	10
Total points for Price and Specific Goals must not exceed	100

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) is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
 - c) 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, other than what has been evaluated under any prequalification, functionality or price and specific goals criteria.
 - d) has the legal capacity to enter into the contract,
 - e) 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,
 - f) complies with the legal requirements, if any, stated in the tender data and
 - g) is able, in the option of the employer to perform the contract free of conflicts of interest
 - h) is an unacceptable commercial risk to the employer due to unduly high or unduly low tendered rates or amounts in the tender offer.

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

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

T2.2-01 **Stage One: Test for Responsiveness (Prequalification Criteria):**

Provide proof of registration with the Motor Industry Ombudsman of South Africa.

and

Submit completed Critical Evaluation Datasheets for the Tractor Loader Backhoe (TLB), TLB Trailer and Mini TLB with its Trailer, demonstrating compliance with the required technical specifications.

Stage Two: these schedules will be utilised for Functionality evaluation purposes:

T2.2-02 **Evaluation Schedule:** Company Experience in the Supply and Delivery of TLBs, Mini TLBs with their Trailers and TLB Trailers

T2.2-03 **Evaluation Schedule:** Supply and delivery lead time

General Returnable Schedules:

T2.2-04 Authority to submit tender

T2.2-05 Record of addenda to tender documents

T2.2-06 Letter of Good Standing

Agreement and Commitment by Tenderer:

T2.2-07 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

T2.2-08 Non-Disclosure Agreement

T2.2-09 RFP Declaration Form

T2.2-10 RFP – Breach of Law

T2.2-11 Certificate of Acquaintance with Tender Document

T2.2-12 Service Provider Integrity Pact

T2.2-13 Supplier Code of Conduct

T2.2-14 Technical Back-up and Support

T2.2-15 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

T2.2-16 Domestic Prominent Influential Persons (DPIP) of Foreign Prominent Public Officials (FPPO)

C1.1 - FORM OF OFFER AND ACCEPTANCE

C1.2 - CONTRACT DATA (PART1&2)

C2 - PRICING DATA

C2.1 -Pricing Instructions

C2.2 - Price List

C3 - GOODS INFORMATION

C3.1 Purchasers Goods Information

T2.2 RETURNABLE DOCUMENTS

T2.2-01: Stage One: Test for Responsiveness (Pre-qualification Criteria)

→ Criterion 1: **MIOSA Registration**

→ Criterion 2: **Full Compliance with Critical Evaluation Datasheets**

No.	Pre-qualification Criterion	Evidence/ Returnable Document Required	Compliance Requirement
1	Registration with the Motor Industry Ombudsman of South Africa (MIOSA)	Tenderer must provide valid proof of registration with the Motor Industry Ombudsman of South Africa (MIOSA).	Compliant / Non-Compliant
2	Full compliance with the Critical Evaluation Datasheets for the Tractor Loader Backhoe (TLB), Mini TLBs with their Trailers and Two-Axle TLB Drawbar Trailer.	Tenderer must submit the completed Critical Evaluation Datasheets for the Tractor Loader Backhoe (TLB), Mini TLBs with their Trailers and Two-Axle TLB Drawbar Trailers and must fully comply with all minimum technical specification requirements stipulated therein. Each requirement must be responded to YES or NO and must be supported by the relevant OEM technical specification documentation , such as OEM Technical Specification Datasheets, brochures or equivalent OEM-issued technical documentation. Merely indicating "YES", "COMPLY" or ticking a box without supporting OEM evidence will not be accepted as proof of compliance.	Compliant / Non-Compliant

**Test for Responsiveness (Prequalification Criteria 1) This is to certify that:
PROOF OF REGISTRATION WITH THE MOTOR INDUSTRY OMBUDSMAN OF SOUTH
AFRICA (MIOSA)**

1) Tenderer Name:

2) Name and Surname of Authorised Representative:

3) Capacity / Designation:

4) MIOSA Membership / Registration Number:

5) MIOSA Membership Status:

6) Expiry Date, if applicable:

7) Contact Person:

8) Contact Number:

9) Email Address:

10) Supporting proof of MIOSA registration attached:

11) Yes: _____ No: _____

12) Signature of Authorised Representative:

13) Date:

14) Company Stamp:

NOTE: *For Pre-qualification Criterion No. 2, the Tenderer must fully comply with all minimum technical specification requirements contained in the applicable Critical Evaluation Datasheets for the Tractor Loader Backhoe (TLB), Mini TLBs with their Trailers and Two-Axle TLB Drawbar Trailers. The Tenderer must indicate "YES" or "NO" against each minimum technical requirement and provide the relevant supporting OEM technical documentation to substantiate each response. A Tenderer that indicates "NO" against any minimum technical requirement, fails to respond to any applicable minimum requirement, or fails to provide adequate OEM technical documentation substantiating compliance shall be regarded as Non-Compliant and shall not proceed to the Functionality Evaluation Stage.*

CRITICAL EVALUATION DATASHEET– TRACTOR LOADER

BACKHOE (TLB)

The application of the TLB will be used for excavation, backfilling and loading soil, concrete and sand for maintenance and repairs of the infrastructure.

The TLB must meet the following minimum specifications:

CRITICAL EVALUATION	SUPPLIER CONFIRMATION OF SPECIFICATION	
	YES	NO
Engine power must range from minimum of 64 kW to a minimum of 86hp.		
Minimum of 4-cylinder in-line and water-cooled diesel engine configurations.		
Must be a 4X4 with hydraulic torque converter for smooth power transfer.		
Must have multiple forward and reverse speeds, sometimes with high/low ranges.		
Hydraulic system flow rate must range from minimum of 80 L/min.		
Working pressure must be around 22.5 MPa.		
Must have adjustable outrigger width.		
Fuel tank capacity must range from minimum to 125 liters.		
Air-conditioner and radio must be installed		
Minimum of 36-month/5 000 hours warranty.		
Service plan must be part of the equipment price.		
The main body, arm and boom of the machine must be painted in a bright yellow		
The buckets, tracks, and seating area must be black in color		
The Front loader bucket minimum capacity of 1.1m3 and the width of 2.27meters		
Rear backhoe Bucket Capacity must be minimum of 0.3 m3.		

CRITICAL EVALUATION DATASHEET– MINI TLB WITH THEIR TRAILERS

The application of the Mini TLB with their trailers will be excavation and backfilling for maintenance and repairs of the infrastructure.

The Mini TLB must meet the following specifications:

CRITICAL EVALUATION	SUPPLIER CONFIRMATION OF SPECIFICATION	
	YES	NO
Operating weights ranging from 1500kg and above.		
Engine power minimum rating of 8.6 Kw and above.		
Dig depths must range from 2.19 meters (7ft 2in) and above.		
Maximum reach must be at least 4 meters and above.		
Lifting capacity must be between 1 000 to 10 000 pounds or more.		
Travel speed and digging forces must be between 1.6 mph and above		
Minimum of 3 - 4 years or 4 000 hours warranty.		
Hydraulic system with a 3-pump system feature or more.		
The Mini TLB must be fully enclosed		
Air-conditioner and radio must be installed		
Must have adjustable track width.		
Critical components must be easily accessible for routine maintenance.		
Service plan must be part of the equipment price.		
Mini TLB trailer must be towable by standard bakkie complying with South Africa Road Traffic laws		
The main body, arm and boom of the machine must be painted in a bright yellow		
The bucket, tracks, blade and seating area must be black in color		

CRITICAL EVALUATION DATASHEET– TWO-AXLE TLB DRAWBAR TRAILERS

The application of the two-axle TLB draw bar trailer will be for the conveying of a TLB or Excavator from one location to another for the maintenance and repairs of the infrastructure.

The Two-Axle TLB draw bar trailer must meet the following minimum specifications:

CRITICAL EVALUATION	SUPPLIER CONFIRMATION OF SPECIFICATION	
	YES	NO
Gross Trailer Weight of 18 000 kg.		
Draw bar length must be within the range to ensure stability and clearance during turns		
The trailer dimensions are as below: 1. Length – 7200 mm 2. Height – 1213 mm 3. Width – 2385 mm 4. Ramps length – 2650 mm 5. Draw bar length - 1850 mm		
Two axles' configurations.		
Suspension systems must be leaf's springs, air suspension, or independent suspension systems to provide optimal ride quality and load-bearing capacity.		
Braking system must be a two-line air brake system with ABS (Anti-lock braking System).		
They must have a minimum warranty and guarantee of 12 months.		
The draw bar eye must have an external diameter of 100 mm and an internal diameter of 50 mm and be fitted with a standard bush to connect the trailer to the truck's Pin coupling.		
The trailer must be fitted with heavy duty tyres, and the spare wheel must be fitted on the trailer.		
24-volt electrical system with a 7-Pin connection.		
Robust steel platform design with features like side boards, tail boards, and lashing equipment for securing loads.		
The trailer body must be white in colour, and the frame must be finished with black colour.		

T2.2-02: Evaluation Schedule: Company Experience in the Supply and Delivery of TLBs, Mini TLBs with their Trailers and TLB Trailers

Trailers

Tenderers are required to demonstrate their company's relevant experience in the supply and delivery of the equipment specified in the Scope of Requirements, namely:

- Tractor Loader Backhoe (TLB);
- Mini TLBs with their trailers; and
- TLB Trailers.

Tenderers shall provide a sufficiently detailed list of successfully completed projects undertaken within the last ten (10) years, where similar equipment was supplied and delivered.

The submitted experience must clearly indicate the type of equipment supplied for each project, including whether the project relates to TLBs, Mini TLBs with trailers, and/or TLB Trailers

Client Name	Project Title	Scope of Supply/ Equipment Supplied	Year of Delivery	Client Contact Person and Contact Details	Signed Reference Letter from the Client.
1.					
2.					
3.					
4.					
5.					

Note: Proof of each project listed above must be submitted in the form of a signed reference letter from the client, a completed contract, or a purchase order confirming successful completion of the supply. The supporting documentation must clearly identify the equipment supplied, namely TLBs, Mini TLBs with their Trailers and/or TLB Trailers. Failure to provide adequate

[illegible]

Scoring of the Company's Previous Experience:

The scoring of the Tenderer's experience in the supply and delivery of TLBs, Mini TLBs with their Trailers and/or TLB Trailers shall be as follows: Number of relevant successfully completed projects within the last ten (10) years	0	The Tenderer has submitted inadequate information to determine a score.
	20	The Tenderer has submitted evidence of one (1) successfully completed project for the supply and delivery of TLBs, Mini TLBs with their Trailers and/or TLB Trailers within the last ten (10) years, supported by the required client information and supporting documentary evidence.
	40	The Tenderer has submitted evidence of two (2) successfully completed projects meeting the above requirements.
	60	The Tenderer has submitted evidence of three (3) successfully completed projects meeting the above requirements.
	80	The Tenderer has submitted evidence of four (4) successfully completed projects meeting the above requirements.
	100	The Tenderer has submitted evidence of five (5) or more successfully completed projects meeting the above requirements.

Signed

Date

Name

Position

T2.2-03: Evaluation Schedule: Supply and Delivery Lead Time

The *Supplier* must submit a detailed Supply and Delivery Programme in the form of a Gantt or Bar Chart covering the complete scope of supply, namely one (1) Tractor Loader Backhoe (TLB), three (3) Mini TLBs with their Trailers and two (2) TLB Trailers. The Programme must clearly indicate the proposed overall delivery period, key manufacturing/procurement and delivery milestones, proposed delivery dates, commissioning, training, endurance testing and staggered delivery, where applicable.

Where different delivery periods are proposed for the individual equipment items, the longest proposed delivery period shall be used for scoring purposes. Failure to provide sufficient information to determine the proposed delivery lead time shall result in a score of zero (0).

Index of documentation attached to this schedule:

Equipment Description	Quantity	Proposed Delivery Period
1. Tractor Loader Backhoe (TLB)	1	
2. Mini TLB with Trailer	3	
3. TLB Trailer	2	

The scoring of the *Supplier's* Supply and Delivery Lead Time shall be as follows:

Proposed Supply and Delivery Lead Time	Score
The Tenderer has submitted inadequate information to determine a score, and The Tenderer has a proposed lead time of more than ten (10) months for the complete supply and delivery of the required equipment.	0%
The Tenderer has a proposed lead time of nine (9) months for the complete supply and delivery of the required equipment.	20%
The Tenderer has a proposed lead time of eight (8) months for the complete supply and delivery of the required equipment.	40%
The Tenderer has a proposed lead time of seven (7) months for the complete supply and delivery of the required equipment.	60%
The Tenderer has a proposed lead time of six (6) months for the complete supply and delivery of the required equipment.	80%
The Tenderer has a proposed lead time of less than six (6) months for the complete supply and delivery of the required equipment	100%

Signed

Date

Name

Position

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		

T2.2-07 : 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.

1. SECTION 1: NAME OF ENTERPRISE: _____

2. SECTION 2: VAT REGISTRATION NUMBER, IF ANY: _____

3. SECTION 3: CIDB REGISTRATION NUMBER, IF ANY: _____

4. SECTION 4: CSD NUMBER: _____

5. 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

6. 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.

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

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

Signed

Date

Name

Position

Enterprise
name

SBD 6.1**PREFERENCE POINTS CLAIM FORM**

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for 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

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) B-BBEE Status Level of Contribution; and
- (c) Any other specific goal determined in the Transnet preferential procurement policy

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	10
30% Black women Owned entities	10
Total points for Price and B-BBEE 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-BBBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small 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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

4. 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
30% Black Women Owned Entities	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 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF

¹ In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a sworn affidavit as the generic codes are not applicable to them.

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:

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

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

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

iv) Whether the sub-contractor is an EME or QSE.

(***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 propriety☐ Close corporation☐ Company☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION☐ Manufacturer☐ Supplier☐ Professional Service provider☐ Other 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:

ADDRESS

.....

.....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest² in the enterprise,

employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

2.2

Do
you, or

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

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process 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.

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.

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder



T2.2-08 NON-DISCLOSURE AGREEMENT

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

T2.2-09: 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 T2.2-15 "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.

T2.2-10: 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

T2.2-11 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

T2.2-12 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.

OBJECTIVES

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.

COMMITMENTS OF TRANSNET

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

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.

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.

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.

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.

OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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.

INDEPENDENT TENDERING

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.

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.

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.

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.

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.

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.

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.

DISQUALIFICATION FROM TENDERING PROCESS

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.

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.

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.

TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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.

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.

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.

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.

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.

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

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.

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.

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.

PREVIOUS TRANSGRESSIONS

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.

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.)

SANCTIONS FOR VIOLATIONS

Transnet shall also take all or any one of the following actions, wherever required to:

- a) Immediately exclude the Tenderer/Service Provider/Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation the Tenderer/Service Provider/Contractor. However, the proceedings with the other Tenderer/ Service Provider/Contractor may continue;
- b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer/Service Provider/Contractor;
- c) Recover all sums already paid by Transnet;
- d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Tenderer/Service Provider/Contractor, in order to recover the payments, already made by Transnet, along with interest;
- e) Cancel all or any other contracts with the Tenderer/Service Provider/Contractor; and
- f) Exclude the Tenderer/ Service Provider/Contractor from entering into any Tender with Transnet in future.

CONFLICTS OF INTEREST

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.

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

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

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

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

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

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.

DISPUTE RESOLUTION

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 0 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

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

GENERAL

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

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.

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.

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

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

T2.2-13: 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

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

Note to tenderers:

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

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

T2.2-15 Agreement in terms of Protection of Personal

Information Act, 4 of 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.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.

- 2.2. 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.

- 2.3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFP the Responsible party is "Transnet" and the Data subject is the "Tenderer". Transnet will process personal information only with the knowledge and authorisation of the Tenderer 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.

- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFP and the Tenderer is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.

- 2.5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Tenderer. Transnet agrees that it shall only process the information disclosed by Tenderer in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.

- 2.6. Transnet further agrees that in submitting any information or documentation requested in this RFP, the Tenderer 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.

- 2.7 Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Tenderer or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Tenderer. Similarly, Transnet requires the Tenderer to process any personal information disclosed by Transnet in the bidding process in the same manner.
- 2.8 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 RFP (physically, through a computer or any other form of electronic communication).
- 2.9 Transnet shall notify the Tenderer 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 Tenderer 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.
- 2.10 The Tenderer may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Tenderer and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Tenderer 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 Tenderer in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
- 2.11 In submitting any information or documentation requested in this RFP, the Tenderer is hereby consenting to the processing of their personal information for the purpose of this RFP and further confirming that they are aware of their rights in terms of Section 5 of POPIA.

Tenderer s are required to provide consent below:

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

- 2.10 Further, the Tenderer 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 Tenderer submitted.

2.13. Further, the Tenderer acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Tenderer will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

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

3. SOLE AGREEMENT

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

Signed on this _____ day of _____ 20 _____

Name: _____

Title: _____

Signature: _____

(Tenderer)

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-16 Domestic Prominent Influential Persons (DPIP) or Foreign Prominent Public Officials (FPPO)

Transnet is free to procure the services of any person within or outside the Republic of South Africa in accordance with applicable legislation. Transnet shall not conduct or conclude business transactions, with any Respondents without having:

- a) Considered relevant governance protocols;
- b) Determined the DPIP or FPPO status of that counterparty; and
- c) Conducted a risk assessment and due diligence to assess the potential risks that may be posed by the business relationship.

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website <https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP>, Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.						
Is the Respondent (Complete with a "Yes" or "No")						
A DPIP/ FPPO		Closely Related to a DPIP/FPPO		Closely Associated to a DPIP/FPPO		
List all known business interest in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.						
No	Name of Entity / Business	Entity /Business (Nature of interest/ Participatio n)	Sharehold ing %	Registrati on Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						
3						

4						
---	--	--	--	--	--	--

Respondents declaring a commercial relationship with a DPIIP or FPPO are to note that Transnet is required to annually publish on its website a list of all business contracts entered into with DPIIP or FPPO. This list will include successful Respondents, if applicable.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

The Contract

Part C1 Agreement and Contract Data

C1.1 Form of Offer & Acceptance

Offer

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

SUPPLY AND DELIVERY OF ONE (1) BRAND-NEW TRACTOR LOADER BACKHOE (TLB), THREE (3) BRAND-NEW MINI TLBs WITH THEIR TRAILERS, AND TWO (2) BRAND-NEW TLB TRAILERS, ON ONCE-OFF PURCHASE BASIS

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

The offered total of the Prices exclusive of VAT is	R
Value Added Tax @ 15% is	R
The offered total of the amount due inclusive of VAT is ⁴	R
(in words)	

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

Signature(s)

Name(s)

Capacity

**For the
Supplier:**

(Supplier Name & Address)

(Supplier Name & Address)

Name &
signature of
witness

Date

Acceptance

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

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part C2 Pricing Data

Part C3 Scope of Work: Goods Information including Supply Requirements

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the *starting date* as set out in Clause 30.1 of the Contract Data by *Purchaser*.

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

Signature(s)

Name(s)

Capacity

for the

Transnet Pipelines

Transnet Pipelines

Purchaser

202 Anton Lembede Street
Durban
4001

202 Anton Lembede Street
Durban
4001

Name &
signature of
witness

Date

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

No.	Subject	Details

By the duly authorised representatives signing this Schedule of Deviations below, the *Purchaser* and the *Supplier* 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 *Supplier* and the *Purchaser* during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the *Supplier* 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 <i>Supplier</i>:	For the <i>Purchaser</i>	For the <i>Purchaser</i>
Signature			
Name			
Capacity			
On behalf of	(Supplier Name & Address)	Transnet Pipelines 202 Anton Lembede Street Durban 4001	Transnet Pipelines 202 Anton Lembede Street Durban 4001
Name & signature of witness			
Date			

C1.2 SC Contract Data

Part one - Data provided by the *Purchaser*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X7: Delay damages
		Z: Additional conditions of contract
		Z1: Additional clauses relating to Joint Venture
		Z2: Additional obligations in respect of Termination
		Z3: Additional Clause Relating to Collusion and/or Tender Rigging
		Z4: Protection of Personal information Act
		Z5 Right Reserved by the Purchaser to conduct screening through SSA
	of the NEC3 Supply Contract (December 2009 and amended April 2013)	
10.1	The <i>Purchaser</i> is (name):	Transnet SOC Ltd (Reg no. 1990/000900/30)
	Address	Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg

		2000
10.1	The <i>Supply Manager</i> is (name):	TBA
	Address	202 Anton Lembede Street Durban 4001
	Tel	TBA
11.2(1 3)	The <i>goods</i> are	SUPPLY AND DELIVERY OF ONE (1) BRAND-NEW TRACTOR LOADER BACKHOE (TLB), THREE (3) BRAND-NEW MINI TLBs WITH THEIR TRAILERS, AND TWO (2) BRAND-NEW TLB TRAILERS, ON A ONCE-OFF PURCHASE BASIS
11.2(1 4)	The following matters will be included in the Risk Register	All matters notified in accordance with Clause 16
11.2(1 5)	The Goods Information is in	Part C3
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 weeks
2	The <i>Supplier's</i> main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.
3	Time	
30.1	The <i>starting date</i> is.	TBA

30.1	The <i>delivery date</i> of the <i>goods and services</i> is:	<i>goods and services</i>	<i>delivery date</i>
		1 1x TLB at Alrode	TBA
		2 1x Mini TLB with trailer at Ladysmith	TBA
		3 1x Mini TLB with its trailer 1x TLB Trailer at Jameson Park	TBA
		4 1x Mini TLB with its trailer 1x TLB Trailer at Pinetown	TBA
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.	
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	2 weeks.	
4	Testing and defects		
42	The <i>defects date</i> is	52 weeks after Delivery.	
43.2	The <i>defect correction period</i> is	2 weeks	
5	Payment		
50.1	The <i>assessment interval</i> is monthly	On the 15th of each successive month.	
51.1	The <i>currency of this contract</i> is the	South African Rand	
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the	

		month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	The prime lending rate of the Rand Merchant Bank of South Africa.
6	Compensation events	No additional data is required for this section of the <i>conditions of contract</i>.
7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional <i>Purchaser's</i> risks	No additional risks are accepted by the <i>Purchaser</i> other than those which are provided in the Contract
80.3	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 R10 000 000.	
84.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Supplier</i> arising out of and in the course of their employment in connection with this contract for any one event is	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Suppliers</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R 5 000 000.00 Rands
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>goods</i> , plant and materials and equipment) and liability for	Whatever the <i>Supplier</i> deems necessary in addition to that provided by the <i>Purchaser</i>.

bodily injury to or death of a person (not an employee of the *Supplier*) caused by activity in connection with this contract for any one event is:

-
- 88.1 The *Supplier's* liability to the *Purchaser* for indirect or consequential loss, including **R0.0 (zero Rand)** loss of profit, revenue and goodwill is limited to
- 88.2 For any one event, the *Supplier's* liability to the *Purchaser* for loss of or damage to the *Purchaser's* property is limited to **Total of the Prices**
- 88.3 The *Supplier's* liability for Defects due to his design which are not notified before the last *defects date* is limited to: **The cost of correcting the defect (The Total of the Prices)**
- 88.4 The *Supplier's* total liability to the *Purchaser*, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to **Total of the Prices**
- 88.5 The *end of liability date* is **3 years after Delivery of the whole of the goods and services.**
-

9 Termination and dispute resolution

- 94.1 The *Adjudicator* is (Name) **Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the *Adjudicator*, the chairman of Association of Arbitrators will appoint an *Adjudicator*.**
- Address **Durban**
- Tel No. **TBA**
- Fax No. **TBA**

e-mail	TBA
94.2(3) The <i>Adjudicator nominating body</i> is:	the Chairman of The Association of Arbitrators (Southern Africa)
94.4(2) The <i>tribunal</i> is:	Arbitration
94.4(5) The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa).
94.4(5) The place where arbitration is to be held is	Durban, South Africa
The person or organisation who will choose an arbitrator	
- if the Parties cannot agree a choice or	the Chairman for the time being or his
- if the arbitration procedure does not state who selects an arbitrator, is	nominee of the Association of Arbitrators (Southern Africa).
10 Data for Option clauses	
X7 Delay Damages	
X7.1 Delay damages for late delivery are:	R 5000.00 per calendar day for late delivery of the <i>Goods</i> and <i>Services</i> capped at 10% of the contract value.
Z The <i>additional conditions of contract</i> are	
Z1 Additional clauses relating to Joint Venture	
Z1.1	Insert the additional core clause 27.5
	27.5. In the instance that the <i>Supplier</i> is a joint venture, the <i>Supplier</i> shall provide the <i>Purchaser</i> with a certified copy of its

signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date.

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

A brief description of the Contract and the Deliverables;

The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;

The constituent's interests;

A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;

Details of an internal dispute resolution procedure;

Written confirmation by all of the constituents:

of their joint and several liabilities to the *Purchaser* to Provide the *Goods*;

identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the Supplier's representative;

Z1.2

Insert additional core clause 27.6

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

Z2 Additional obligations in respect of Termination

Z2.1

The following will be included under core clause 91.1:

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

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

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

Z2.2 Termination Table

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

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

Z2.3

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

Z3 Additional Clause Relating to Collusion and/or Tender Rigging

Z3.1		The contract award is made without prejudice to any rights the <i>Purchaser</i> may have to take appropriate action later with regard to any collusion and/or tender rigging including blacklisting.
Z4	Protection of Personal Information Act	
Z4.1		The <i>Purchaser</i> and the <i>Supplier</i> 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.
Z5		Right Reserved by the Purchaser to conduct screening through SSA
Z5.1		The Purchaser reserves the right to conduct screening through State Security Agency (SSA) for security clearances of any <i>Supplier</i> who has access to National Key Points for the following without limitations: The following documents are needed from the company:- 1. Company registration number. 2. CIPC registration. 3. Company TAX clearance TCS Pin. 4. Copies of ID of directors. 5. Fingerprints of directors (Use SAP 91) to be found at local SAPS. Original fingerprints must be submitted. 6. Copies of ID of employees who will be working on site.



7. Fingerprint of employees who will be working on site (Use SAP 91) to be found at

local SAPS. Original fingerprints must be submitted.

8. The contractor must make a copy of the extra Departmental documents and take it to SAPS which prevents them from paying.

9. In the event the *Supplier* is not cleared by SSA, the *Purchaser* will terminate the contract forthwith.

Note: Please take note that SSA takes four (4) weeks for screening to take place once all required documentation has been submitted.

C1.2 Contract Data

Part two - Data provided by the *Supplier*

Clause	Statement	Data	
10.1	The <i>Supplier</i> is (Name): Address Tel No. Fax No.		
11.2(8)	The Goods Information for the <i>Supplier's</i> design is in:	Part C4	
11.2(11)	The tendered total of the Prices is	excl. VAT	
11.2(12)	The <i>price schedule</i> is in:	Part C2	
11.2(14)	The following matters will be included in the Risk Register	All matters notified in accordance with Clause 16	
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are	None	
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<i>goods and services</i>	<i>delivery date</i>
		1 SUPPLY AND DELIVERY OF ONE (1) BRAND-NEW TRACTOR LOADER BACKHOE (TLB), THREE (3) BRAND-NEW MINI TLBs WITH THEIR TRAILERS, AND TWO (2) BRAND-NEW TLB TRAILERS, ON A ONCE-OFF PURCHASE BASIS)	
31.1	The programme identified in the Contract Data is contained in:	Contract Data	
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	%	

PART 3: GOODS INFORMATION

Document reference	Title	No of pages
C3.1	This cover page <i>Purchaser's</i> Goods Information for the Supply, and Delivery of One (1) TLB, Three (3) Mini TLB's with their trailers and Two (2) TLB Trailers.	1
	Total number of pages	10

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Abbreviations

The following abbreviations are used in this document:

Table 1: Abbreviation

Abbreviation	Meaning given to the abbreviation
PPE	Personal Protective Equipment
SANS	South African National Standard
TPL	Transnet Pipelines
LED	Light-emitting diode
OEM	Original Equipment Manufacturer
TBC	To be confirmed
VAC	Voltage Alternating Current
ERT	Emergency Repair Team
V	Voltage
EA	Each
m/mm	Meter/milli-meter
ton	Tonnage
kg	Kilogram
PVC	Polyvinyl chloride
lb	Pounds
NB	Nota Bene (Important Note)
NRTA	National Road traffic act 93 to 1996
NATIS	National Traffic Information System
VIN	Vehicle Identification Number

Transnet Pipelines Background

Transnet Pipelines stands as the largest multi-product pipeline operator in Southern Africa, efficiently transporting hydrocarbons and methane-rich gas through an extensive network spanning 3,114 kilometers of petroleum and gas pipeline infrastructure. This pipeline network traverses five provinces in South Africa—KwaZulu-Natal, Free State, Gauteng, Northwest, and Mpumalanga—ensuring a secure supply to the inland market. Along the route, strategically placed pump stations, block valve chambers, and culverts enhance operational efficiency and reliability.

Transnet Pipelines currently utilises Tractor Loader Backhoes (TLBs) and Mini TLBs for technical emergency repairs, maintenance activities, product theft response, replacement of damaged cathodic protection test points and project support activities.

Description of Scope

Transnet Pipelines requires the supply and delivery of:

VEHICULAR EQUIPMENT	QUANTITY
TLB	1
Mini TLB with Trailers	3
TLB trailers	2

The TLB, Mini TLB and all trailers shall be brand new and comply with all applicable South African legislation, OEM specifications, SANS requirements and road traffic regulations

Requirements

General Requirements.

Provide all statutory compliance documentation, homologation certificates, licensing and registration documentation, roadworthy certificates, operating manuals, guarantee and warranty documentation upon delivery.

The *Supplier* is required to ensure that all the TLB, Mini TLB and all trailers are roadworthy, and all associated fees are paid with relevant registering authorities in Provinces where TLB, Mini TLB and all trailers will be allocated.

The *Supplier* shall be fully responsible for the supply, delivery, inspection and handover of the vehicles in accordance with the requirements of the approved technical specifications.

The *Supplier* is required to install registration number plates, and the installation must adhere to all relevant regulations and standards to ensure visibility and compliance. The number plates should be securely affixed to the designated TLB, Mini TLB and all trailers, ensuring they are easily readable and positioned according to the National Road traffic act 93 to 1996 (NRTA).

The *Supplier* is required to ensure that all the TLB, Mini TLB and all trailers are roadworthy, and all associated fees are paid with relevant registering authorities in Provinces where TLB, Mini TLB and all trailers will be allocated.

Ensure that all vehicles are new, unused, fully assembled, roadworthy and compliant with all applicable South African legislation, regulations and OEM standards.

Ensure that all fitted components, lifting equipment, hydraulic systems and associated accessories comply with applicable health, safety and regulatory requirements.

The *Supplier* shall include all tests and inspections required in terms of the respective specifications and other tests and inspections deemed necessary by the Supplier to prove to Transnet Pipelines' satisfaction that the equipment complies with the Works Information

The *Supplier* must ensure that the TLB, Mini TLB and all trailers are insured until they are delivered at Transnet Pipeline premises where they should be delivered

Mini TLB trailer must be towable by standard bakkie complying with South Africa Road Traffic laws

Endurance Testing

During delivery, the equipment shall be subjected to Endurance Testing and conduct a structured commissioning run. This will involve a comprehensive prestart inspection, no-load hydraulic and transmission cycle test, 2hrs working load test (digging, lifting and travelling, and a final post-operation thermal and fluid check.

The Endurance Test will constitute a minimum of 2hrs. The *Transnet Pipelines Operators* conduct test of the TLB & Mini TLB for the 2hrs endurance test and commissioning which will be done with working load, and the TLB & Mini TLB will be operated by the *Transnet Pipelines Operators* under guidance of the *Supplier*. The *Transnet Pipelines* will Take-Over the TLB & Mini TLB on successful completion of the 2hrs endurance test and commissioning. If any of the TLB, Mini TLB and all trailers fail during the execution of the 2hrs endurance test and commissioning. The actual rectification of defect/fault takes longer than 48 Hrs to repair, the endurance test and commissioning shall commence afresh on the TLB, Mini TLB and all trailers.

The *Supplier* shall provide at his own cost, enough suitably qualified personnel and all equipment necessary, to rectify all faults and malfunctions occurring during Endurance Testing and commissioning.

TLB, Mini TLB and all trailers that will be ready for delivery while others are still in process can be delivered.

The *Supplier* must attend a once off Transnet Pipeline induction training at workshop before delivery.

Data Pack

During the purchasing of the TLB, Mini TLB and all trailers, a compiled data pack that will consist of, among others, the following details.:

- Operational and maintenance manual
- Logbook
- Data plate details
- Proof of licencing and Roadworthy certificates
- Bumper to Bumper handover
- Service book
- Warranty and guarantee documentation

Homologation

The completed work shall be homologated, and TLB, Mini TLB & all trailers shall be issued the necessary NATIS number.

Labels, Data Plates, Instructions & Tyre Pressure

The following labels and data plates shall be provided and affixed to the TLB, Mini TLB and all trailers at the necessary points.

- Tyre pressure labels above each set of tyres indicate the operating pressure of the tyre.

- Trailer data plate detailing the necessary trailer information.

- Instruction plates where required.

- Identification labels for all switches and controls.

- Safety/ Caution detail where necessary

Specifications

The application of the TLB will be used for excavation, backfilling and loading soil, concrete and sand for maintenance and repairs of the infrastructure.

The TLB must meet the following minimum specifications:

TLB Specifications

- Engine power must range from minimum of 64 kW to a minimum of 86hp.

- Minimum of 4-cylinder in-line and water-cooled diesel engine configurations.

- Must be a 4X4 with hydraulic torque converter for smooth power transfer.

- Must have multiple forward and reverse speeds, sometimes with high/low ranges.

- Hydraulic system flow rate must range from minimum of 80 L/min.

- Working pressure must be around 22.5 MPa.

- Must have adjustable outrigger width.

Fuel tank capacity must range from minimum to 125 liters.

Air-conditioner and radio must be installed

Minimum of 36-month/5 000 hours warranty.

Service plan must be part of the equipment price.

The main body, arm and boom of the machine must be painted in a bright yellow

The buckets, tracks, and seating area must be black in color.

The Front loader bucket minimum capacity of 1.1m³ and the width of 2.27meters

8.1.15 Rear backhoe Bucket Capacity must be minimum of 0.3 m³.



Mini TLB Specifications

The application of the Mini TLB will be excavation and backfilling for maintenance and repairs of the infrastructure.

The Mini TLB must meet the following specifications:

Operating weights ranging from 1500kg and above.

Engine power minimum rating of 8.6 Kw and above.

Dig depths must range from 2.19 meters (7ft 2in) and above.

Maximum reach must be at least 4 meters and above.

Lifting capacity must be between 1 000 to 10 000 pounds or more.

Travel speed and digging forces must be between 1.6 mph and above

Minimum of 3 - 4 years or 4 000 hours warranty.

Hydraulic system with a 3-pump system feature or more.

The Mini TLB must be fully enclosed

Air-conditioner and radio must be installed

Must have adjustable track width.

Critical components must be easily accessible for routine maintenance.

Service plan must be part of the equipment price.

The main body, arm and boom of the machine must be painted in a bright yellow

The bucket, tracks, blade and seating area must be black in color



TLB Trailer Specifications

The application of the two-axle TLB draw bar trailer will be for the conveying of a TLB or Excavator from one location to another for the maintenance and repairs of the infrastructure.

The Two-Axle TLB draw bar trailer must meet the following minimum specifications:

The Gross Trailer Weight of 18 000 kg.

Draw bar length must be within the range to ensure stability and clearance during turns.

Minimum trailer dimensions are as below:

Length – 7200 mm

Height – 1213 mm

Width – 2385 mm

Ramps length – 2650 mm

Draw bar length - 1850 mm.

Two axles' configurations.

Suspension systems must be leaf's springs, air suspension, or independent suspension systems to provide optimal ride quality and load-bearing capacity.

Braking system must be a two-line air brake system with ABS (Anti-lock braking System).

They must have a minimum warranty and guarantee of 12 months.

The draw bar eye must have an external diameter of 100 mm and an internal diameter of 50 mm and be fitted with a standard bush to connect the trailer to the truck's Pin coupling.

The trailer must be fitted with heavy duty tyres, and the spare wheel must be fitted on the trailer.

24-volt electrical system with a 7-Pin connection.

Robust steel platform design with features like side boards, tail boards, and lashing equipment for securing loads.

The trailer body must be white in colour, and the frame must be finished with black colour.



Delivery Addresses of the vehicular equipment to Transnet Pipelines workshops.

Transnet Workshops	Vehicles to be Distributed	Addresses
Alrode	1x TLB	3 Akasia road, General Alberts Park, Alberton. 1449.
Ladysmith	1xMini TLB with its trailer	7 Hamilton Road, Ladysmith. 3770.
Jameson Park	1x Mini TLB with its trailer 1x TLB Trailer	Cnr R42 Nigel Road and Poortjie road, Jameson Park.
Pinetown	1x Mini TLB with its trailer 1x TLB Trailer	10 Kirk Road, Pinetown CBD, Pinetown, 3620.