

Transnet Port Terminals

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE: MANUFACTURE, DELIVERY, SUPPLY, COMMISSIONING OF SIXTEEN (16) X 18-TON AND FOUR (4) X 8-TON FORKLIFTS FOR TRANSNET PORT TERMINALS IN RICHARDS BAY MULTI-PURPOSE TERMINAL INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

RFP NUMBER	: ICLM RB 990/TPT- TPT/2025/04/0027/94388/RFP
ISSUE DATE	: 29 JULY 2025
COMPULSORY BRIEFING	: 15 AUGUST 2025 AT 10:30AM
CLOSING DATE	: 29 AUGUST 2025
CLOSING TIME	: 12H00PM
TENDER VALIDITY PERIOD	: 12 WEEKS FROM CLOSING DATE

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TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM RB 990/TPT-TPT/2025/04/0027/94388/RFP

DESCRIPTION OF SUPPLY: MANUFACTURE, DELIVERY, SUPPLY, COMMISSIONING OF SIXTEEN (16) X 18-TON AND FOUR (4) X 8-TON FORKLIFTS FOR TRANSNET PORT TERMINALS IN RICHARDS BAY MULTI-PURPOSE TERMINAL INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	Manufacture, delivery, supply, commissioning of sixteen (16) x 18-ton and four (4) x 8-ton forklifts for Transnet Port Terminals in Richards Bay Multi-purpose Terminal including training for operations and maintenance personnel
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.

COMPULSORY TENDER CLARIFICATION MEETING	A Compulsory Tender Clarification Meeting will be conducted at TPT RCB Umhlathuze Commercial Boardroom, Transnet Port Terminals, Gordon Road, Umhlathuze Building, Port of Richards Bay on the 15 August 2025, at 10:30am for a period of ± 2 (two) hours. [Tenderers to provide own transportation and accommodation]. The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late. Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing. Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative. Tenderers failing to attend the compulsory tender briefing will be disqualified. NB: Bidders are required to confirm their attendance and to send their contact details including the number of representatives (where applicable) to the following address: samkele.bhengu@transnet.net, supported by a copy of the Identity Document (ID) of their
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	representative/s to arrange Permits to gain entry to the Port. All e-mails must be sent no later than 11 August 2025 at 16:00 to allow sufficient time for the Permit Office to prepare the e-Permits This is to ensure that Transnet may make the necessary arrangements for the briefing session.
CLOSING DATE	12:00pm on 29 August 2025 Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.

2. TENDER SUBMISSION

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

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

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

- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- **Tenderers are required to ensure that electronic bid submissions are done 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.**

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

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

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

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- 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 T2.2-19 [**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.

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6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

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

T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1 The <i>Employer</i> is	Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2 The tender documents issued by the <i>Employer</i> comprise:	
Part T: The Tender	
Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2 : Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
Part C: The contract	
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities
Part C2: Pricing data	C2.1 Pricing instructions

C2.2 Price Schedule

Part C3: Scope of work

C3.1 Goods Information

C.1.4	The Employer's agent is:	Sourcing Specialist
	Name:	Samkele Bhengu
	Address:	Mhlathuze Building TPT Richards Bay 3900
	Tel No.	035 905 3249
	E – mail	Samkele.Bhengu@transnet.net

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

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

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

2. Stage Two – Technical Pre-qualification and Technical (Functionality) criteria:

CRITERIA	DESCRIPTION	WEIGHT (Points) %	SCORE BREAKDOWN AND DESCRIPTION	Scoring Criteria
1. ELIGIBILITY/PRE-QUALIFICATION				
Authorisation letter on the OEM's company letterhead/OEM certificate confirming that the supplier is an OEM or approved agent of the OEM for Forklifts. Authorisation letter/ Certificate.	Authorisation letter on the OEM's company letterhead/OEM certificate confirming that the supplier is an OEM or approved agent of the OEM for Forklifts. Authorisation letter submitted must be valid. Transnet will verify the submitted proof from OEM or agent.	N/A	Failing to submit proof will lead to disqualification.	Y/N

2. TECHNICAL / FUNCTIONALITY EVALUATION MINIMUM TECHNICAL THRESHOLD IS 80%				
CRITERIA	DESCRIPTION	WEIGHT (Points) %	SCORE BREAKDOWN AND DESCRIPTION	Scoring Criteria
Technical	Compliance to Employer's Technical Specification (TPT_TS_F rev 5). Tenderers are to provide brochures or specifications with company logo to substantiate their compliance to the clauses in the Technical Specifications.	10	Equal to 161 compliance clauses for 18 Ton Forklifts with a brochure or specification including company logo.	10 points
			Less than 161 compliance clauses for 18 Ton Forklifts with a brochure or specification including company logo.	0
		10	Equal to 161 compliance clauses for 8 Ton Forklifts with a brochure or specification including company logo.	10 points
			Less than 161 compliance clauses for 8 Ton Forklifts with a brochure or specification including company logo	0
	Guarantees and Warrantees	10	Guarantee equal to 12 months or greater.	10 Points
			Guarantee less than 12 months.	0
	Corrosion protection compliant with EEAM-Q-008	10	Guarantee for Corrosion protection compliance with EEAM-Q-008 is greater or equal 10 years	10 points
			Guarantee for Corrosion protection compliance with EEAM-Q-008 is less than 10 years but greater or equal to 5 years	5 points
			Guarantee for Corrosion protection compliance	0

			with EEAM-Q-008 is less than 5 years	
	Service provider to provide certificates and CVs for a crew that will conduct training and skills transfer to transnet employees as mentioned below: a) Trade test certificate for Diesel mechanics or earthmoving mechanics plus CV indicating five years post trade test experience from a year of receiving certification. b) Trade test certificate of an Auto electrician plus CV indicating five years post trade test experience from a year of receiving certification. c) Training certificate for an 18 and 8 Ton forklift operator, plus CV indicating five years post training from a year of receiving certification. The provided certificates will be verified for legitimacy.	20	All three certificates with CVs for crew provided and five years post trade test experience	20 points
			Provided certificates with CVs for crew with less than five years post trade test experience Note: CV's with experience provided without certificates attached and Certificates submitted without CV attached	0
Lead Time	The service provider must submit letter written on a company letterhead indicating how many months it will take to finish delivering sixteen (16) x 18-Ton as well as Four (4) x 8-Ton Forklifts. Lead time to start from contract award to commissioning & handover of forklifts. Service provider to provide confirmation of timely delivery from previous references in the form of a letter. Letter from previous reference must have reference company letterhead. Letters from references will be verified.	20	9 Months or less for sixteen (16) x 18 Ton Forklifts with three reference letters	10 points
			10 to 12 Months for sixteen (16) x 18 Ton Forklifts with three reference letters	5 points
			13 and above for sixteen (16) x 18 Ton Forklifts with three reference letters	0
			5 Months or less for four (4) x 8 Ton Forklifts with three reference letters	10 points

			6 to 7 Months for Four (4) x 8 Ton Forklifts with three reference letters	5 points
			8 Months and above for Four (4) x 8 Ton Forklifts with three reference letters.	0
Track Record	Tenderers are required to demonstrate their experience in the supply of Forklifts. Reference letters submitted must have forklifts supplied with a rated lifting capacity equal to eighteen (18) ton and eight (8) ton respectively over the last 5 years from closing date of this RFP. Tenderers must also include contact details of the previous clients. References must be in the form of a letter.	10	Submitted proofs of four (4) references for eighteen (18) Ton Forklifts	10 points
			Submitted proofs of three (3) references for eighteen (18) Ton Forklifts	5 points
			Submitted proofs of two (2) references and below for eighteen (18) Ton Forklifts	0
		10	Submitted proofs of four (4) references for eight (8) Ton Forklift	10 points
			Submitted proofs of three (3) references for eight (8) Ton Forklifts	5 points
			Submitted proofs of two (2) references and below for eight (8) Ton Forklifts.	0

C.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. **Tenderers must complete and sign the attendance register.** Addenda will be issued to and tenders will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register.

Tenderers are also **required to bring their RFP document to the briefing session and have their returnable document T2.2-01 certificate of attendance** signed off by the Employer's authorised representative.

C.2.12 No alternative tender offers will be considered.

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

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

- | | |
|-------------------------|---|
| Identification details: | <p>The tender documents must be uploaded with:</p> <ul style="list-style-type: none"> ▪ 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: **12:00pm** on the **29 August 2025**
Location: The Transnet e-Tender Submission Portal:
(<https://transnetetenders.azurewebsites.net>);

NO LATE TENDERS WILL BE ACCEPTED

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

- C.2.23 The tenderer is required to submit with his tender:
1. A valid Tax Clearance Certificate issued by the South African Revenue Services.
Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.
 2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership, in line with the code of good practice, together with the tender;
 3. Proof of registration on the Central Supplier Database;

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

- C.3.11. Only tenders that are administratively and substantively responsive will be evaluated further in accordance with the 90/10 preference points systems:

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

Thresholds	Minimum Threshold
Technical / functionality	80

Evaluation Criteria	Final Weighted Scores
Price	90
Specific goals - Scorecard	10
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 (90/10)
B-BBEE Level of contributor 1 or 2	5
Black Owned Entities (51% BO)	5
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

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 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
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC

The maximum points for this bid are allocated as follows:

DISCRIPTION	POINTS
PRICE	90
B-BBEE STATUS LEVEL 1 OR 2 OF CONTRIBUTION	5
BLACK OWNED ENTITIES (51% BO)	5
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,
- 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.

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

T2.1 List of Returnable Documents

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

- T2.2-01 **Eligibility Criteria Schedule:** Certificate of attendance at Compulsory Tender Clarification Meeting
- T2.2-02 **Compliance to Technical Eligibility Criteria:** Authorisation letter on the OEM's Company letterhead/OEM certificate confirming that the supplier is an OEM or approved agent of the OEM for Forklifts. Authorisation letter submitted must be valid.

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

- T2.2-03 **Evaluation Schedule:** Compliance to Employer's Technical Specification - 18 Ton
- T2.2-04 **Evaluation Schedule:** Compliance to Employer's Technical Specification - 8 Ton
- T2.2-05 **Evaluation Schedule:** Guarantees & Warranties and Corrosion protection compliant with EEAM-Q-008
- T2.2-06 **Evaluation Schedule:** Certificates and CV
- T2.2-07 **Evaluation Schedule:** Lead Time
- T2.2-08 **Evaluation Schedule:** Track Record – 18 Ton
- T2.2-09 **Evaluation Schedule:** Track Record – 8 Ton

2.1.3 Returnable Schedules:

General:

- T2.2-10 Authority to submit tender
- T2.2-11 Record of addenda to tender documents
- T2.2-12 Letter of Good Standing
- T2.2-13 Supplier's Specification
- T2.2-14 Site establishment
- T2.2-15 Schedule of proposed Subcontractors

Agreement and Commitment by Tenderer:

- T2.2-16 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-17 Non-Disclosure Agreement
- T2.2-18 RFP Declaration Form
- T2.2-19 RFP – Breach of Law
- T2.2-20 Certificate of Acquaintance with Tender Document

T2.2-21 Service Provider Integrity Pact

T2.2-22 Supplier Code of Conduct

1.3.2 Insurance:

T2.2-23 Insurance provided by the Contractor

1.3.3 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

T2.2-24 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities - Performance Guarantee

2.5 C2.1 Pricing Instructions

2.6 C2.2 Price Schedule

2.7 C3.1 Purchaser's Goods Information & Transnet Technical Specification

T2.2-01: Eligibility Criteria Schedule: Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name or
member of a Joint
Venture)

Represented
By:

(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:	TPT RCB Umhlathuze Commercial Boardroom, Transnet Port Terminals, Gordon Road, Umhlathuze Building, Port of Richards Bay	
On (date)	15 August 2025	Starting time: 10:30am

Attendance of the above company/joint venture at the meeting was confirmed:

Name

Signature

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

Date

Tender Schedule: T2.2-02 - Compliance to Eligibility Criteria

Tenderers are to attach in this schedule compliance to the Eligibility Criteria of the Forklift

Parameter for Forklift	Comply (Yes/No)
Authorisation letter on the OEM's company letterhead/OEM certificate confirming that the supplier is an OEM or approved agent of the OEM for Forklifts. Authorisation letter submitted must be valid. Transnet will verify the submitted proof from OEM or agent.	

Measuring Criteria

CRITERIA		DESCRIPTION	SCORE BREAKDOWN AND DESCRIPTION	SCORING CRITERIA
Eligibility	Authorisation letter on the OEM's company letterhead/OEM certificate confirming that the supplier is an OEM or approved agent of the OEM for Forklifts.	Authorisation letter on the OEM's company letterhead/OEM certificate confirming that the supplier is an OEM or approved agent of the OEM for Forklifts. Authorisation letter submitted must be valid. Transnet will verify the submitted proof from OEM or agent.	Failing to submit proof will lead to disqualification.	Y/N

Signed _____ Date _____

Name _____ Position _____

Tenderer _____



Tender schedule: T2.2-03 - Compliance to Technical Specification Forklifts Package A – 18-ton Forklifts

Note that this schedule, for the 18 Ton forklifts, is cross-referenced and must be read in conjunction with the Technical Specification TPT_TS_F rev 5. Elements of this document not completed will be deemed as non-compliant to that particular clause. The Tenderer's sign-off at the bottom is deemed as confirmation that this document has been read in conjunction with the Technical Specification.

Technical evaluation for Forklifts			
	<u>Technical Spec. Clause</u>	<u>Comply (Y/N)</u>	<u>Comment (mandatory if non-compliant) and reference to returnable schedule</u>
	1. SCOPE		
1	1		
	2. OPERATIONAL REQUIREMENTS		
	2.1 Equipment Functionality		
2	2.1.1		
3	2.1.2		
4	2.1.3		
	2.2 Ergonomics		
	2.2.1 Operator's Cabin		
5	2.2.1.1		
6	2.2.1.2		
7	2.2.1.3		
8	2.2.1.4		
9	2.2.1.5		
10	2.2.1.6		
11	2.2.1.7		
12	2.2.1.8		
13	2.2.1.9		
14	2.2.1.10		
15	2.2.1.11		
16	2.2.1.12		
17	2.2.1.13		
18	2.2.1.14		

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM RB 990/TPT-TPT/2025/04/0027/94388/RFP

DESCRIPTION OF SUPPLY: MANUFACTURE, DELIVERY, SUPPLY, COMMISSIONING OF SIXTEEN (16) X 18-TON AND FOUR (4) X 8-TON FORKLIFTS FOR TRANSNET PORT TERMINALS IN RICHARDS BAY MULTI-PURPOSE TERMINAL INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL



19	2.2.1.15		
20	2.2.1.16		
21	2.2.1.17		
22	2.2.1.18		
2.3 Terminal Specific Requirements			
23	2.3.1		
3. Technical Requirements.			
3.1 Chassis.			
24	3.1.1		
25	3.1.2		
26	3.1.3		
3.2 Diesel Engine			
27	3.2.1		
28	3.2.2		
29	3.2.3		
30	3.2.4		
31	3.2.5		
32	3.2.6		
33	3.2.7		
34	3.2.8		
35	3.2.9		
36	3.2.10		
37	3.2.11		
38	3.2.12		
39	3.2.13		
40	3.2.14		
41	3.2.15		
42	3.2.16		
43	3.2.17		
44	3.2.18		
45	3.2.19		
46	3.2.20		
47	3.2.21		
48	3.2.22		
3.3 Transmission			
49	3.3.1		
50	3.3.2		
51	3.3.3		
52	3.3.4		

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM RB 990/TPT-TPT/2025/04/0027/94388/RFP

DESCRIPTION OF SUPPLY: MANUFACTURE, DELIVERY, SUPPLY, COMMISSIONING OF SIXTEEN (16) X 18-TON AND FOUR (4) X 8-TON FORKLIFTS FOR TRANSNET PORT TERMINALS IN RICHARDS BAY MULTI-PURPOSE TERMINAL INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL



53	3.3.5		
54	3.3.6		
55	3.3.7		
3.4 Drive Axle			
56	3.4.1		
57	3.4.2		
3.5 Rear Axle			
58	3.5.1		
59	3.5.2		
60	3.5.3		
61	3.5.4		
62	3.5.5		
63	3.5.6		
3.6 Road Wheels			
64	3.6.1		
65	3.6.2		
66	3.6.3		
67	3.6.4		
68	3.6.5		
69	3.6.6		
3.7 Mast			
70	3.7.1		
71	3.7.2		
72	3.7.3		
73	3.7.4		
74	3.7.5		
75	3.7.6		
76	3.7.7		
77	3.7.8		
3.8 Hydraulic System			
78	3.8.1		
79	3.8.2		
80	3.8.3		
81	3.8.4		
82	3.8.5		
83	3.8.6		
84	3.8.7		
85	3.8.8		
86	3.8.9		
87	3.8.10		
88	3.8.11		
89	3.8.12		

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM RB 990/TPT-TPT/2025/04/0027/94388/RFP

DESCRIPTION OF SUPPLY: MANUFACTURE, DELIVERY, SUPPLY, COMMISSIONING OF SIXTEEN (16) X 18-TON AND FOUR (4) X 8-TON FORKLIFTS FOR TRANSNET PORT TERMINALS IN RICHARDS BAY MULTI-PURPOSE TERMINAL INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL



	3.9 Fuel tank		
90	3.9.1		
91	3.9.2		
92	3.9.3		
93	3.9.4		
94	3.9.5		
95	3.9.6		
96	3.9.7		
97	3.9.8		
	3.10 Brakes		
98	3.10.1		
99	3.10.2		
100	3.10.3		
101	3.10.4		
102	3.10.5		
	3.11 Draw Gear		
103	3.11.1		
104	3.11.2		
	3.12 Electrical		
105	3.12.1		
106	3.12.2		
107	3.12.3		
108	3.12.4		
109	3.12.5		
110	3.12.6		
111	3.12.7		
112	3.12.8		
113	3.12.9		
114	3.12.10		
115	3.12.11		
116	3.12.12		
117	3.12.13		
118	3.12.14		
119	3.12.15		
120	3.12.16		
121	3.12.17		
122	3.12.18		
123	3.12.19		
	3.1.13 Instrumentation		
124	3.13.1		
125	3.13.2		
	3.14 Painting		
126	3.14.1		

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM RB 990/TPT-TPT/2025/04/0027/94388/RFP

DESCRIPTION OF SUPPLY: MANUFACTURE, DELIVERY, SUPPLY, COMMISSIONING OF SIXTEEN (16) X 18-TON AND FOUR (4) X 8-TON FORKLIFTS FOR TRANSNET PORT TERMINALS IN RICHARDS BAY MULTI-PURPOSE TERMINAL INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL



127	3.14.2		
128	3.14.3		
129	3.14.4		
130	3.14.5		
131	3.14.6		
132	3.14.7		
133	3.14.8		
134	3.14.9		
3.15 Signage and Markings			
135	3.15.1		
136	3.15.2		
137	3.15.3		
138	3.15.4		
139	3.15.5		
140	3.15.6		
4. Safety and Environment			
4.1 Safety Requirements			
141	4.1.1		
142	4.1.2		
143	4.1.3		
144	4.1.4		
4.2 Environmental Requirements			
145	4.2.1		
5. Maintenance			
5.1 Lubrication			
146	5.1.1		
147	5.1.2		
148	5.1.3		
5.2 Accessibility			
149	5.2.1		
5.3 Manuals			
150	5.3.1		
6. General			
151	6.1		
152	6.2		
153	6.3		
154	6.4		
155	6.5		
156	6.6		
157	6.7		
158	6.8		
159	6.9		
7. Referenced Specifications			



7.1 Standard Specifications			
160	7.1		
7.2 Employer Specifications			
161	7.2		

Measuring Criteria

CRITERIA	DESCRIPTION	WEIGHT (Points) %	SCORE BREAKDOWN AND DESCRIPTION	Scoring Criteria
Technical	Compliance to Employer's Technical Specification (TPT_TS_F rev 5). Tenderers are to provide brochures or specifications with company logo to substantiate their compliance to the clauses in the Technical Specifications	10	Equal to 161 compliance clauses for 18 Ton Forklifts with a brochure or specification including company logo.	10 points
			Less than 161 compliance clauses for 18 Ton Forklifts with a brochure or specification including company logo	0

Signed

Name

Tenderer

Date

Position

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM RB 990/TPT-TPT/2025/04/0027/94388/RFP

DESCRIPTION OF SUPPLY: MANUFACTURE, DELIVERY, SUPPLY, COMMISSIONING OF SIXTEEN (16) X 18-TON AND FOUR (4) X 8-TON FORKLIFTS FOR TRANSNET PORT TERMINALS IN RICHARDS BAY MULTI-PURPOSE TERMINAL INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

Tender schedule: T2.2-04 - Compliance to Technical Specification Forklifts Package B – 8-ton Forklift

Note that this schedule, for the 8 Ton forklift, is cross-referenced and must be read in conjunction with the Technical Specification TPT_TS_F rev 5. Elements of this document not completed will be deemed as non-compliant to that particular clause. The Tenderer's sign-off at the bottom is deemed as confirmation that this document has been read in conjunction with the Technical Specification.

Technical evaluation for Forklifts

	<u>Technical Spec. Clause</u>	<u>Comply (Y/N)</u>	<u>Comment (mandatory if non-compliant) and reference to returnable schedule</u>
	1. SCOPE		
1	1		
	2. OPERATIONAL REQUIREMENTS		
	2.1 Equipment Functionality		
2	2.1.1		
3	2.1.2		
4	2.1.3		
	2.2 Ergonomics		
	2.2.1 Operator's Cabin		
5	2.2.1.1		
6	2.2.1.2		
7	2.2.1.3		
8	2.2.1.4		
9	2.2.1.5		
10	2.2.1.6		
11	2.2.1.7		
12	2.2.1.8		
13	2.2.1.9		
14	2.2.1.10		
15	2.2.1.11		

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM RB 990/TPT-TPT/2025/04/0027/94388/RFP

DESCRIPTION OF SUPPLY: MANUFACTURE, DELIVERY, SUPPLY, COMMISSIONING OF SIXTEEN (16) X 18-TON AND FOUR (4) X 8-TON FORKLIFTS FOR TRANSNET PORT TERMINALS IN RICHARDS BAY MULTI-PURPOSE TERMINAL INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

16	2.2.1.12		
17	2.2.1.13		
18	2.2.1.14		
19	2.2.1.15		
20	2.2.1.16		
21	2.2.1.17		
22	2.2.1.18		
2.3 Terminal Specific Requirements			
23	2.3.1		
3. Technical Requirements.			
3.1 Chassis.			
24	3.1.1		
25	3.1.2		
26	3.1.3		
3.2 Diesel Engine			
27	3.2.1		
28	3.2.2		
29	3.2.3		
30	3.2.4		
31	3.2.5		
32	3.2.6		
33	3.2.7		
34	3.2.8		
35	3.2.9		
36	3.2.10		
37	3.2.11		
38	3.2.12		
39	3.2.13		
40	3.2.14		
41	3.2.15		
42	3.2.16		
43	3.2.17		
44	3.2.18		
45	3.2.19		
46	3.2.20		

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM RB 990/TPT-TPT/2025/04/0027/94388/RFP

DESCRIPTION OF SUPPLY: MANUFACTURE, DELIVERY, SUPPLY, COMMISSIONING OF SIXTEEN (16) X 18-TON AND FOUR (4) X 8-TON FORKLIFTS FOR TRANSNET PORT TERMINALS IN RICHARDS BAY MULTI-PURPOSE TERMINAL INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

47	3.2.21		
48	3.2.22		
3.3 Transmission			
49	3.3.1		
50	3.3.2		
51	3.3.3		
52	3.3.4		
53	3.3.5		
54	3.3.6		
55	3.3.7		
3.4 Drive Axle			
56	3.4.1		
57	3.4.2		
3.5 Rear Axle			
58	3.5.1		
59	3.5.2		
60	3.5.3		
61	3.5.4		
62	3.5.5		
63	3.5.6		
3.6 Road Wheels			
64	3.6.1		
65	3.6.2		
66	3.6.3		
67	3.6.4		
68	3.6.5		
69	3.6.6		
3.7 Mast			
70	3.7.1		
71	3.7.2		
72	3.7.3		
73	3.7.4		
74	3.7.5		
75	3.7.6		
76	3.7.7		
77	3.7.8		
3.8 Hydraulic System			
78	3.8.1		

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM RB 990/TPT-TPT/2025/04/0027/94388/RFP

DESCRIPTION OF SUPPLY: MANUFACTURE, DELIVERY, SUPPLY, COMMISSIONING OF SIXTEEN (16) X 18-TON AND FOUR (4) X 8-TON FORKLIFTS FOR TRANSNET PORT TERMINALS IN RICHARDS BAY MULTI-PURPOSE TERMINAL INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

79	3.8.2		
80	3.8.3		
81	3.8.4		
82	3.8.5		
83	3.8.6		
84	3.8.7		
85	3.8.8		
86	3.8.9		
87	3.8.10		
88	3.8.11		
89	3.8.12		
3.9 Fuel tank			
90	3.9.1		
91	3.9.2		
92	3.9.3		
93	3.9.4		
94	3.9.5		
95	3.9.6		
96	3.9.7		
97	3.9.8		
3.10 Brakes			
98	3.10.1		
99	3.10.2		
100	3.10.3		
101	3.10.4		
102	3.10.5		
3.11 Draw Gear			
103	3.11.1		
104	3.11.2		
3.12 Electrical			
105	3.12.1		
106	3.12.2		
107	3.12.3		
108	3.12.4		
109	3.12.5		
110	3.12.6		
111	3.12.7		
112	3.12.8		
113	3.12.9		

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM RB 990/TPT-TPT/2025/04/0027/94388/RFP

DESCRIPTION OF SUPPLY: MANUFACTURE, DELIVERY, SUPPLY, COMMISSIONING OF SIXTEEN (16) X 18-TON AND FOUR (4) X 8-TON FORKLIFTS FOR TRANSNET PORT TERMINALS IN RICHARDS BAY MULTI-PURPOSE TERMINAL INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

114	3.12.10		
115	3.12.11		
116	3.12.12		
117	3.12.13		
118	3.12.14		
119	3.12.15		
120	3.12.16		
121	3.12.17		
122	3.12.18		
123	3.12.19		
3.1.13 Instrumentation			
124	3.13.1		
125	3.13.2		
3.14 Painting			
126	3.14.1		
127	3.14.2		
128	3.14.3		
129	3.14.4		
130	3.14.5		
131	3.14.6		
132	3.14.7		
133	3.14.8		
134	3.14.9		
3.15 Signage and Markings			
135	3.15.1		
136	3.15.2		
137	3.15.3		
138	3.15.4		
139	3.15.5		
140	3.15.6		
4. Safety and Environment			
4.1 Safety Requirements			
141	4.1.1		
142	4.1.2		
143	4.1.3		
144	4.1.4		
4.2 Environmental Requirements			
145	4.2.1		
5. Maintenance			

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM RB 990/TPT-TPT/2025/04/0027/94388/RFP

DESCRIPTION OF SUPPLY: MANUFACTURE, DELIVERY, SUPPLY, COMMISSIONING OF SIXTEEN (16) X 18-TON AND FOUR (4) X 8-TON FORKLIFTS FOR TRANSNET PORT TERMINALS IN RICHARDS BAY MULTI-PURPOSE TERMINAL INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

	5.1 Lubrication		
146	5.1.1		
147	5.1.2		
148	5.1.3		
	5.2 Accessibility		
149	5.2.1		
	5.3 Manuals		
150	5.3.1		
	6. General		
151	6.1		
152	6.2		
153	6.3		
154	6.4		
155	6.5		
156	6.6		
157	6.7		
158	6.8		
159	6.9		
	7. Referenced Specifications		
	7.1 Standard Specifications		
160	7.1		
	7.2 Employer Specifications		
161	7.2		

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM RB 990/TPT-TPT/2025/04/0027/94388/RFP

DESCRIPTION OF SUPPLY: MANUFACTURE, DELIVERY, SUPPLY, COMMISSIONING OF SIXTEEN (16) X 18-TON AND FOUR (4) X 8-TON FORKLIFTS FOR TRANSNET PORT TERMINALS IN RICHARDS BAY MULTI-PURPOSE TERMINAL INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL

Measuring Criteria

CRITERIA	DESCRIPTION	WEIGHT (Points) %	SCORE BREAKDOWN AND DESCRIPTION	Scoring Criteria
Technical	Compliance to Employer's Technical Specification (TPT_TS_F rev 5). Tenderers are to provide brochures or specifications with company logo to substantiate their compliance to the clauses in the Technical Specifications	10	Equal to 161 compliance clauses for 8 Ton Forklifts with a brochure or specification including company logo	10 points
			Less than 161 compliance clauses for 8 Ton Forklifts with a brochure or specification including company logo	0

Signed

Name

Tenderer

Date

Position

Tender Schedule: T2.2-05 Guarantees & Warranties and Corrosion protection compliant with EEAM-Q-008

The extent of guarantees and warranties in **excess of the standard 12 months** that can be offered by the Tenderer will play an important role in the evaluation of the tenders.

The Tenderer is required to indicate on the schedule what warrantee period is offered for package A and B respectively for each of the items listed, and as much detail as possible on the extent of the guarantee.

The Tenderer must also clearly indicate what technical support would be available from them after Completion of the Works.

The Tenderer is encouraged to offer any other value-added element related to guarantees, warrantees and technical back-up, like preferential customer status that the Employer will be afforded, preferential pricing and/or delivery that would be applied for purchasing of spares by the Employer, etc.

Item	Guarantees and Warranties (months)	Description of Guarantee
16 x 18 Ton Forklift (Package A)		
4 x 8 Ton Forklift (Package B)		
Critical Spares list for 16 x 18 Ton Forklift (Package A)		
Critical Spares list for 4 x 8 Ton Forklift (Package B)		
Corrosion Protection of the 18 Ton Forklift Structure (compliance to EEAM-Q-008)		
Corrosion Protection of the 8 Ton Forklift Structure (compliance to EEAM-Q-008)		

Details of Technical Support after completion:

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

Measuring Criteria

CRITERIA	DESCRIPTION	WEIGHT (Points) %	SCORE BREAKDOWN AND DESCRIPTION	Scoring Criteria
Technical	Guarantees and Warrantees	10	Guarantee equals to 12 months or greater.	10 points
			Guarantee less than 12 months.	0 points
	Corrosion protection compliant with EEAM-Q-008	10	Guarantee for Corrosion protection compliant with EEAM-Q-008 is greater or equal 10 years	10 points
			Guarantee for Corrosion protection compliance with EEAM-Q-008 is less than 10 years but greater or equal to 5 years	5 points
			Guarantee for Corrosion protection compliant with EEAM-Q-008 is less than 5 years	0 points

Signed

Date

Name

Position

Tenderer

Tender Schedule: T2.2-06: Certificates and CV's for Staff and Resources

Submit the following documents as a minimum with your tender document:

1. Staff Qualifications and CV's. (CV's to be not more than 2 pages)
2. Specific experience of individual key staff who will be assigned to conduct training and skills transfer to operations and maintenance personnel i.e.
 - a) Trade test certificate for Diesel mechanics or earthmoving mechanics plus CV indicating 5 years post trade test experience.
 - b) Trade test certificate of an Auto electrician plus CV indicating 5 years post trade test experience.
 - c) Training certificate for 8 Ton and 18 Ton forklifts (if not same) operator. plus CV indicating 5 years post training experience.

Attached submissions to this schedule:

Scoring Criteria

CRITERIA	DESCRIPTION	WEIGHT (Points) %	SCORE BREAKDOWN AND DESCRIPTION	Scoring Criteria
Technical	Service provider to provide certificates and CVs for a crew that will conduct training and skills transfer to transnet employees as mentioned below:	20	All three certificates with CVs for crew provided and five years post trade test experience	20 points
	a) Trade test certificate for Diesel mechanics or earthmoving mechanics plus CV indicating five years post trade test experience from a year of receiving certification. b) Trade test certificate of an Auto electrician plus CV indicating five years post trade test experience from a year of receiving certification. c) Training certificate for an 18 and 8 Ton forklift operator, plus CV indicating five years post training from a year of receiving certification. The provided certificates will be verified for legitimacy.		Provided certificates with CVs for crew with less than five years post trade test experience Note: CV's with experience provided without certificates attached and Certificates submitted without CV attached	0 points

Signed

Date

Name

Position

Tenderer

Tender Schedule: T2.2-07 Delivery Lead Time

The Tenderer must submit two separate holistic programmes for the delivery of the Sixteen (16) x 18 Ton Forklift as well as the Four (4) x 8 Ton Forklifts, in each showing the duration and location of each major related activity e.g. manufacture / assembly of modules and/or the complete Forklift, testing of each module and/or the complete Forklift, cold commissioning, disassembly (if applicable), shipping of parts / modules or complete Forklift, site erection stages (if applicable), final testing, commissioning, training and endurance test.

The programmes must be in the form of a Gantt Char (MSP), clearly indicating key dates for progress measurements and/or payments due.

Further to the programmes, the Tenderer must complete the required information below.

Activity	Duration (months)
1. Order placement to shipping date for sixteen (18 Ton Forklifts)	_____
2. Order placement to site delivery for sixteen (18 Ton Forklifts)	_____
3. Order placement to hand over for sixteen (18 Ton Forklifts)	_____
4. Order placement to shipping date for Four (8 Ton Forklifts)	_____
5. Order placement to site delivery for Four (8 Ton Forklifts)	_____
6. Order placement to hand over for Four (8 Ton Forklifts)	_____

The service provider must submit letter written on a company letterhead committing/indicating how many days it will take to finish delivering all sixteen (16) x 18 Ton and four (4) x 8 ton forklifts. Lead time from contract award to commissioning & handover (end of endurance testing) of forklift.

Scoring Criteria

CRITERIA	DESCRIPTION	WEIGHT (Points) %	SCORE BREAKDOWN AND DESCRIPTION	SCORING CRITERIA
Lead Time	The service provider must submit letter written on a company letterhead indicating how many months it will take to finish delivering sixteen (16) x 18-Ton as well as Four (4) x 8-Ton Forklifts . Lead time to start from contract award to commissioning & handover of forklifts. Service provider to provide confirmation of timely delivery from previous references in the form of a letter. Letter from previous reference must have reference company letterhead. Letters from references will be verified.	20	9 Months or less for sixteen (16) x 18 Ton Forklifts with three reference letters	10 points
			10 to 12 Months for sixteen (16) x 18 Ton Forklifts with three reference letters	5 points
			13 and above for sixteen (16) x 18 Ton Forklifts with three reference letters	0 points
			5 Months or less for four (4) x 8 Ton Forklifts with three reference letters	10 points
			6 to 7 Months for Four (4) x 8 Ton Forklifts with three reference letters	5 points
			8 Months and above for Four (4) x 8 Ton Forklifts with three reference letters	0 points

Signed

Date

Name

Position

Tenderer:

Tender Schedule: T2.2-08: Track Record for eighteen (18) ton forklift

Tenderers are required to demonstrate their experience in the supply of Forklifts. Reference letter submitted must have forklifts supplied with a rated lifting capacity equal to eighteen (18) ton over the last 5 years. Tenderers must also include contact details of the previous clients. References must be in a form of a letter.

#	Name of Previous Customer	Contact Details	Lifting Capacity (ton)	Lifting Height (m)	No. of Units	Year
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Add additional page/s to supply a **comprehensive** list / details of units supplied over the last 5 years.

Scoring Criteria

CRITERIA	DESCRIPTION	WEIGHT (Points) %	SCORE BREAKDOWN AND DESCRIPTION	Scoring Criteria
Track Record	Tenderers are required to demonstrate their experience in the supply of Forklifts. Reference letters submitted must have forklifts supplied with a rated lifting capacity equal to eighteen (18) ton respectively over the last 5 years from closing date of this RFP. Tenderers must	10	Submitted proof of four (4) references for eighteen (18) Ton Forklifts	10 points

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM RB 990/TPT-TPT/2025/04/0027/94388/RFP

DESCRIPTION OF SUPPLY: MANUFACTURE, DELIVERY, SUPPLY, COMMISSIONING OF SIXTEEN (16) X 18-TON AND FOUR (4) X 8-TON FORKLIFTS FOR TRANSNET PORT TERMINALS IN RICHARDS BAY MULTI-PURPOSE TERMINAL INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL



	also include contact details of the previous clients. References must be in the form of a letter.		Submitted proof of three (3) references for eighteen (18) Ton Forklifts	5 points
			Submitted proof of two (2) references and below for eighteen (18) Ton Forklifts.	0 points

Signed

Date

Name

Position

Tenderer _____

Tender Schedule: T2.2-09: Track Record for 8 Ton Forklift

Tenderers are required to demonstrate their experience in the supply of Forklifts. Reference letter submitted must have forklifts supplied with a rated lifting capacity equal to eight (8) ton over the last 5 years. Tenderers must also include contact details of the previous clients. References must be in a form of a letter.

#	Name of Previous Customer	Contact Details	Lifting Capacity (ton)	Lifting Height (m)	No. of Units	Year
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Add additional page/s to supply a **comprehensive** list / details of units supplied over the last 5 years.

Scoring Criteria

CRITERIA	DESCRIPTION	WEIGHT (Points) %	SCORE BREAKDOWN AND DESCRIPTION	Scoring Criteria
Track Record	Tenderers are required to demonstrate their experience in the supply of Forklifts. Reference letters submitted must have forklifts supplied with a rated lifting capacity equal to eight (8) ton respectively over the last 5 years from closing date of this RFP. Tenderers must also include contact details of the previous clients. References must be in the form of a letter.	10	Submitted proof of four (4) references for eight (8) Ton Forklift	10 points
			Submitted proof of three (3) references for eight (8) Ton Forklifts	5 points
			Submitted proof of two (2) references and below for eight (8) Ton Forklifts.	0 points

Signed

Date

Name

Position

Tenderer _____

T2.2-10: 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

T2.2-11: Record of Addenda to Tender Documents

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

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



T2.2-12 Letter/s of Good Standing with the Workmen’s Compensation Fund

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

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

Name of Company/Members of Joint Venture:

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

T2.2-13: SUPPLIER'S SPECIFICATION

Tenderers are to list in this schedule [or attach to it](#) all other specifications offered which are additional to the Employers Technical specification.

Parameter for Forklift	Value / Detail	Comments

T2.2-13: SUPPLIER'S SPECIFICATION

1.		
2.		
3.		
4.		
5.		

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

T2.2-14: Site Establishment Requirements

Tenderers are to indicate their site establishment requirements for the supply / assembly of the Forklift, including the following:

- Erection site area required (m²).
- Site lay-down area required (m²) and preferred proximity to the erection site.
- Estimated electricity usage per week including average usage and peak demand.
- Estimated water consumption per week including average usage and peak demand.
- Special requirements on site e.g. hard standing or concrete beams, access etc.

Signed

Date

Name

Position

Tenderer _____

T2.2-15: Schedule of Proposed Subcontractors

The tenderer is required to provide details of all the sub-contractors that will be utilised in the execution of the *works*.

Note to tenderers:

- In terms of PPPFA Regulation 6 (5), A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
- In terms of PPPFA Regulation 12 (3), A person awarded a contract may not subcontract 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 of contributor that the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the contract.

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

Provide information of the Sub-contractors below:

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships		Military Veterans
	☐	☐	☐	☐	☐	☐		☐

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work

% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans
	☐	☐	☐	☐	☐	☐	☐
Name of Proposed Subcontractor			Address		Nature of work	Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans
	☐	☐	☐	☐	☐	☐	☐

Name of Proposed Subcontractor			Address		Nature of work	Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans
	☐	☐	☐	☐	☐	☐	☐

T2.2-16 : ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		

SBD 6.1**PREFERENCE POINTS CLAIM FORM**

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 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	90
B-BBEE STATUS LEVEL OF CONTRIBUTION LEVEL 1 OR 2	5
BLACK OWNED ENTITIES (51% BO)	5
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 90/10 PREFERENCE POINT SYSTEMS

A maximum of 90 points is allocated for price on the following basis:
90/10

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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
Entities that are 51 % Black Owned	CI 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

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.



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

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contribution: . =(maximum of 10 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 Supplier
- ☐ Other Suppliers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

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

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of institution	State

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 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.

.....

- 2.3 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

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.

suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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



T2.2-17 NON-DISCLOSURE

AGREEMENT

[July 2025]

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

T2.2-18: 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 T2.2-21 "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.

T2.2-19: 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

T2.2-20: 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

T2.2-21: 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

T2.2-21: Service Provider Integrity Pact

Important Note: All potential tenderers must read this document and certify in the RFP Declaration Form that that have acquainted themselves with, and agree with the content.

The contract with the successful tenderer will automatically incorporate this Integrity Pact and shall be deemed as part of the final concluded contract.

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

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

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

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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

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

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

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

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

4 INDEPENDENT TENDERING

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

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

5 DISQUALIFICATION FROM TENDERING PROCESS

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

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

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

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

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

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

a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;

b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;

c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;

d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;

e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;

f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:

(i) he made the statement in good faith honestly believing it to be correct; and

(ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;

g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;

h) has litigated against Transnet in bad faith.

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

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

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

7 PREVIOUS TRANSGRESSIONS

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

8 SANCTIONS FOR VIOLATIONS

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

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

9 CONFLICTS OF INTEREST

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

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

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

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

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

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

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

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

10 DISPUTE RESOLUTION

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

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

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

11 GENERAL

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

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

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

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

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

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

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

Signature

Date

T2.2-22: 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

T2.2-23 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

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



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

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

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

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

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

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

3. SOLE AGREEMENT

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

Signed at _____ on this _____ day of _____ 2025

Name: _____

Title: _____

Signature: _____

_____**Pty) Ltd**

(Operator)

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

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:

Title of the Contract

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

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

	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 ¹	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 tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Supplier* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

¹ This total is required by the *Purchaser* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.

Acceptance

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

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Goods Information including Supply Requirements

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Purchaser**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

For the tenderer:

For the Purchaser

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

Transnet SOC Ltd

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	X2 Changes in the law X7: Delay damages X13: Performance bond Z: <i>Additional conditions of contract</i>
	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	Transnet Port Terminals Richards Bay 3910
	Tel	TBA
11.2(13)	The <i>goods</i> are	Manufacture, Delivery, Supply and commissioning of Sixteen (16) X 18-Ton and four (4) X 8-Ton forklifts
11.2(13)	The <i>services</i> are	Training for Operations and maintenance personnel
11.2(14)	The following matters will be included in the Risk Register	No additional data is required for this section of the conditions of contract.
11.2(15)	The Goods Information is in	Part 3: Scope of Supply and all documents and drawings to which it makes reference.



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	Two (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</i> and <i>services</i> is:	<i>goods and services</i>	<i>delivery date</i>
		1	TBA
30.2	The <i>Supplier</i> does not bring the <i>goods</i> to the Delivery Place more than one week before the Delivery Date.	[no data required]	
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	provide schedule within two weeks.	
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	Monthly unless otherwise requested by the Employer	
4	Testing and defects		
42	The <i>defects date</i> is	Fifty-two [52] weeks after the completion date of the scope of works.	
43.2	The <i>defect correction period</i> is	Two [2] weeks	
	except that the <i>defect correction period</i> for	A defect which renders the machine unusable or unsafe is five [5] days.	
	and the <i>defect correction period</i> for	A defect which constrains the machines safe operating or operating capacity to Fifty percent [50%] or less is 5 days.	
5	Payment		
50.1	The <i>assessment interval</i> is monthly	On the 25th 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 Standard Bank of South Africa.	



6	Compensation events	No additional data is required for this section of the <i>conditions of contract</i>. The weather measurements to be recorded for each calendar month are, the cumulative rainfall (mm) the number of days with rainfall more than 10 mm and these measurements: The place where weather is to be recorded (on the Site) is: Richards Bay Terminal The weather data are the records of past weather measurements for each calendar month which were recorded at: Richards Bay Terminal and which are available from: South African Weather Service 012 367 6023 or info3@weathersa.co.za.
7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional <i>Purchaser's</i> risks	1. No additional data is required for this section of the conditions of contract.
84.1	The <i>Purchaser</i> provides these insurances from the Insurance Table	
	1. Insurance against	Loss of or damage to the works, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.
	Cover / indemnity is	to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are	as stated in the insurance policy for Contract Works / Public Liability
	2. Insurance against	Loss of or damage to property (except the works, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability

	Cover / indemnity is	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are	as stated in the insurance policy for Contract Works / Public Liability
84.1	The <i>Purchaser</i> provides these additional insurances	
	1. Insurance against	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability
	Cover / indemnity is	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are	As stated in the insurance policy for Contract Works / Public Liability
84.2	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>Supplier's</i> common law liability for people falling outside the scope of the Act.
88.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	Total of the Prices
88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	Total of the Prices
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	The cost of correcting the defect (The Total of the Prices)
88.4	The <i>Supplier's</i> total liability to the <i>Purchaser</i> , 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 <i>end of liability date</i> is	One (1) years after Delivery of the whole of the <i>goods</i> and <i>services</i>.
9	Termination and dispute resolution	
94.1	The <i>Adjudicator</i> is (Name)	Chairman of The Association of Arbitrators (Southern Africa)
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	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	
X2	Changes in the law	
X2.1	A change in the law of	is a compensation event if it occurs after the Contract Date
X7	Delay damages	
X7.1	Delay damages for Delivery are	Delay damages for Completion of the whole of the works are 0.1% of the contract value per day
X13	Performance bond	
X13.1	The amount of the performance bond is	(20% of the total of the Prices at the Contract Date).
Z	The <i>additional conditions of contract</i> are	
Z3	Additional clause relating to Performance Bonds and/or Guarantees	
Z3.1	The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the <i>Purchaser</i> by a financial institution reasonably acceptable to the <i>Purchaser</i> .	



Z4 Additional clauses relating to Joint Venture

Z4.1

Insert the additional core clause 27.5

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

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

A brief description of the Contract and the Deliverables;

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

The 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;

Identification of the roles and responsibilities of the constituents to provide the *Goods*.

Financial requirements for the Joint Venture:

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

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



Z4.2		Insert additional core clause 27.6 27.6. The <i>Supplier</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Purchaser</i>.
Z5	Additional obligations in respect of Termination	
Z5.1		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)
Z5.2	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"
Z5.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
Z6	Right Reserved by the <i>Purchaser</i> to Conduct Vetting through SSA	
Z6.1		The <i>Purchaser</i> reserves the right to conduct vetting 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: Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.



Secret – this clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.

Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.

Z7 Additional Clause Relating to Collusion and/or Tender Rigging

Z7.1 The contract award is made without prejudice to any rights the *Purchaser* may have to take appropriate action later with regard to any collusion and/or tender rigging including blacklisting.

Z8 Protection of Personal Information Act

Z8.1 The *Purchaser* and the *Supplier* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.

C1.2 Contract Data

Part two - Data provided by the *Supplier*

Notes to a tendering supplier:

1. Please read both the NEC3 Supply Contract (December 2009 with amendments dated April 2013) and the relevant parts of its Guidance Notes (SC3-GN) in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data
3. Data is required relevant to the option selected. Complete by hand and in ink.

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

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:							
11.2(11)	The tendered total of the Prices is	R, (in words)						
11.2(12)	The <i>price schedule</i> is in:							
11.2(14)	The following matters will be included in the Risk Register							
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are							
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<table><tr><th><i>goods and services</i></th><th><i>delivery date</i></th></tr><tr><td>1</td><td></td></tr><tr><td>2</td><td></td></tr></table>	<i>goods and services</i>	<i>delivery date</i>	1		2	
<i>goods and services</i>	<i>delivery date</i>							
1								
2								
31.1	The programme identified in the Contract Data is contained in:							
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is							

C1.3 Forms of Securities

Pro formas for Guarantees

For use with the NEC3 Supply Contract (December 2009 with amendments April 2013)

The *conditions of contract* stated in the Contract Data Part 1 will include the following Option:

Option X13: Performance guarantee

This Option requires guarantee "in the form set out in the Goods Information".

Pro forma documents for these guarantees are provided here for convenience but are to be treated as part of the Goods Information.

The organisation providing the guarantee does so by copying the pro forma document onto its letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Purchaser* within the time stated in the contract.

Pro forma Performance Guarantee – Demand Guarantee (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Guarantee / Guarantee)

[Insert **Purchaser's** name and registered address]

Bank reference No.

Date:

Dear Sirs,

Performance Guarantee – Demand Guarantee for [insert name of *Supplier*] required in terms of contract [insert *Supplier's* contract reference number or title]

1. In this Guarantee the following words and expressions shall have the following meanings:-

1.1	"Bank" means	Insert name of Bank: Branch, Registration No.
1.2	"Bank's Address" means	Insert physical address of Bank:
1.3	"Contract" means	the written agreement relating to providing the <i>goods</i> and <i>services</i> , entered into between the <i>Purchaser</i> and the <i>Supplier</i> , on or about the _____ day of _____ 20____ (Contract Reference No.: _____) as amended, varied, restated, novated or substituted from time to time;
1.4	" <i>Supplier</i> " means	_____ a company registered in accordance with the laws of _____ under Registration No _____.
1.5	" <i>Purchaser</i> " means	TRANSNET SOC LTD a company registered in accordance with the laws of the Republic of South Africa under Registration Number: 1990/000900/30
1.6	"Expiry Date" means	the earlier of - the date that the Bank receives a notice from the <i>Purchaser</i> stating that all amounts due from the <i>Supplier</i> as certified in terms of the contract have been received by the <i>Purchaser</i> and that the <i>Supplier</i> has fulfilled all his obligations under the Contract, or - the date that the Bank issues a replacement Guarantee for such lesser or higher amount as may be required by the <i>Purchaser</i>.
1.7	"Guaranteed Sum" means	the sum of R_____, ([in words] _____ Rand)



- | | | |
|-----|-----------------------------------|--|
| 1.8 | <i>"goods and services"</i> means | Manufacture, delivery, supply, commissioning of sixteen (16) x 18-ton and four (4) x 8-ton forklifts for Transnet Port Terminals in Richards Bay Multipurpose Terminal including training for operations and maintenance personnel
[insert details from Contract Data part 1] |
|-----|-----------------------------------|--|
2. At the instance of the *Supplier*, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the *Purchaser* as security for the proper performance by the *Supplier* of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to the *Purchaser*, on written demand from the *Purchaser* received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.
 3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:
 - be signed on behalf of the *Purchaser* by a director of the *Purchaser*;
 - state the amount claimed ("the Demand Amount");
 - state that the Demand Amount is payable to the *Purchaser* in the circumstances contemplated in the Contract.
 4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
 - is and shall be absolute provided demand is made in terms of this guarantee in all circumstances; and
 - is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
 5. The Bank's obligations in terms of this Guarantee:
 - shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
 - shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the *Purchaser* and the *Supplier*.
 6. The *Purchaser* shall be entitled to arrange its affairs with the *Supplier* in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the *Supplier* or any variation under or to the Contract.
 7. Should the *Purchaser* cede its rights against the *Supplier* to a third party where such cession is permitted under the Contract, then the *Purchaser* shall be entitled to cede to such third party the rights of the *Purchaser* under this Guarantee on written notification to the Bank of such cession.
 8. This Guarantee:
 - shall expire on the Expiry Date until which time it is irrevocable;
 - is, save as provided for in 7 above, personal to the *Purchaser* and is neither negotiable nor transferable;
 - shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
 - shall be regarded as a liquid document for the purpose of obtaining a court order; and
 - shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.



- will be invalid and unenforceable if any claim which arises or demand for payment is received after the Expiry Date.

9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____ on this _____ day of _____ 20__

For and on behalf of the Bank

Bank Signatories(s)

Name(s) (printed)

Witness(s)

Bank's seal or stamp

PART C2: PRICING DATA

NEC3 Supply Contract

Document reference	Title	No of pages
C2.1	Pricing assumptions	2
C2.2	The <i>price schedule</i>	2

C2.1 Pricing assumptions

1. The *conditions of contract*

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

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

Identified and defined terms	11	
	11.2	(11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate.
		(12) The Price Schedule is the <i>price schedule</i> unless later changed in accordance with this contract.
Assessing the amount due	50.2	The amount due is
		- the Price for each lump sum item in the Price Schedule which the <i>Supplier</i> has completed, - where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the <i>Supplier</i> has completed by the rate, - plus other amounts to be paid to the <i>Supplier</i>, - less amounts to be paid by or retained from the <i>Supplier</i>.
		Any tax which the law requires the <i>Purchaser</i> to pay to the <i>Supplier</i> is included in the amount due.

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

1.2. Function of the Price Schedule

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

1.3. Preparing the *price schedule*

It will be assumed that the tendering supplier has read Pages 11 and 12 and Appendix 5 of the SC Guidance Notes before preparing the *price schedule*. Items in the *price schedule* may have been inserted by the *Purchaser* and the tendering supplier should insert any additional items which he considers necessary. Whichever party provides the items in the *price schedule* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Goods and Services as described at the time of entering into this contract.

1 As the *Supplier* has an obligation to correct Defects (core clause 43.1) and there is no compensation event for this unless the Defect was due to a *Supplier's* risk, the lump sum Prices and rates must also include for the correction of Defects.

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

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

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

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

1.4. Format of the *price schedule*

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

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

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

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

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

C2.2 the *price schedule*

Item no	Description	Unit	Quantity	Rate	Price
1.	MAIN OFFER				
1.1	The manufacture, supply, delivery and commissioning of sixteen (16) x 18-ton forklifts at the Richards Bay Multi-Purpose Terminal which have a diesel engine with hydraulically actuating lifting.	Each	16		
1.2	The familiarization training of operational and maintenance personnel at the Richards Bay Multi-Purpose Terminal.		446		
1.3	The manufacture, supply, delivery and commissioning of Four (4) x 8-ton forklifts at the Richards Bay Multi-Purpose Terminal which have a diesel engine with hydraulically actuating lifting.	Each	4		
1.4	The familiarization training of operational and maintenance personnel at the Richards Bay Multi-Purpose Terminal.		446		
The total of the Prices (vat excl.)					
Vat					
The total of the Prices (vat incl.)					
2.	PRICED OPTION				
2.1	Provide a priced recommended critical spares list for the sixteen (16) x 18-ton Forklifts for the Richards Bay Multi-Purpose Terminal for the first thirty-six (36) months of operation, as and when required				
2.2	Provide a priced recommended critical spares list for the four (4) x 8-ton Forklifts for the first of thirty-six (36) months of operation.				
2.3	Provide a recommended price for the full on-site maintenance of the		16		

	sixteen (16) x 18-Ton Forklifts for a period of twenty-four (24) months				
2.4	Provide a recommended price for the full on-site maintenance of the four (4) x 8-Ton Forklifts for a period of twenty-four (24) months		4		
The total of the Prices (vat excl.)					
Vat					
The total of the Prices (vat incl.)					
**Transnet reserves the right not to award the priced option (Item No.2) and go back to the market should the business determine that the prices are not market related (the options may be exercised at award of the business)					

PART 3: SCOPE OF GOODS

Document reference	Title	No of pages
C3.1	This cover page	1
	<i>Purchaser's Goods Information</i>	16
Total number of pages		17

C3.1 PURCHASER'S *GOODS* INFORMATION FOR THE MANUFACTURE, DELIVERY, SUPPLY, COMMISSIONING OF SIXTEEN (16) x 18-TON AND FOUR (4) x 8-TON FORKLIFTS FOR THE RICHARDS BAY MULTI-PURPOSE TERMINAL INCLUDING TRAINING FOR OPERATIONS AND MAINTENANCE PERSONNEL.

1. Description of the *Goods*

1.1. Background

The Richards Bay MPT Terminal utilises forklifts for numerous tasks including the uplifting and transporting of cargo to the quayside, movement of separation blocks as well as for general housekeeping. As such a need for the procurement of replacement forklifts has arisen.

1.2. The scope of *Goods*

1.2.1. Main Offer

- 1.2.1.1. The manufacture, supply, delivery and commissioning of Sixteen (16) x 18-ton forklifts for the Richards Bay Multi-Purpose Terminal which have a diesel engine with hydraulically actuating lifting.
- 1.2.1.2. The familiarization training of operational and maintenance personnel at the Richards Bay Multi-Purpose Terminal.
- 1.2.1.3. The manufacture, supply, delivery and commissioning of Four (4) x 8-ton forklifts for the Richards Bay Multi-Purpose Terminal which have a diesel engine with hydraulically actuating lifting.
- 1.2.1.4. The familiarization training of operational and maintenance personnel at the Richards Bay Multi-Purpose Terminal.

1.2.1. Priced Options

- 1.2.1.1. Provide a priced recommended critical spares list for the sixteen (16) x 18-ton Forklifts for the Richards Bay Multi-Purpose Terminal for the first thirty-six (36) months of operation.
- 1.2.1.2. Provide a recommended priced critical spares list for the four (4) x 8-ton Forklifts for the Richards Bay Multi-Purpose Terminal for for the first thirty-six (36) months of operation.

- 1.2.1.3. Provide a recommended price for the full on-site maintenance of the equipment for a period of twenty-four (24) months, to ensure that the (16) x 18-ton forklifts are regularly maintained by the designated service provider, minimizing the risk of unexpected breakdowns, maximizing operational efficiency, and ultimately reducing the cost of repairs by proactively addressing potential issues through scheduled preventative maintenance (outside of the service plan).
- 1.2.1.4. Provide a recommended price for the full on-site maintenance of the equipment for a period of twenty-four (24) months, to ensure that the four (4) 8-ton forklifts are regularly maintained by the designated service provider, minimizing the risk of unexpected breakdowns, maximizing operational efficiency, and ultimately reducing the cost of repairs by proactively addressing potential issues through scheduled preventative maintenance (outside of the service plan).
- 1.2.1.5. Prices for the above are to be valid for 12 months and some of the options may be exercised at award of the business.

2. Definitions

- 2.1. SPECIFICATION means the document/s forming part of the contract in which are described the methods of executing the various items of work to be done, and the nature and quality of the materials to be supplied and includes technical schedules and drawings attached thereto as well as all samples and patterns.
- 2.2. Reference in the *Goods* Information and standard specifications to "equipment" means the forklift as defined in the scope of *Goods*.
- 2.3. Where "tonne", "ton" or the abbreviation "t" is used, it means "metric ton" which is equivalent to 1 000kg or approximately 2 204.62-pound mass.
- 2.4. DELIVERY OF GOODS is defined as when the forklift has completed its **8-hour** endurance test to the satisfaction of the *Purchaser*.
- 2.5. *Purchaser* is defined as 'Transnet Port Terminals' (TPT) in the context of owner, occupier or user of the new asset; insurer of the *goods*; paymaster (i.e., Transnet Port Terminals shall pay); a party to the contract.

3 Management and start up.

3.1 Management meetings

The *Supplier* shall attend all management meetings as called by the *Supply Manager*. It is envisaged that at least **monthly** contract management meetings, plus **weekly** site meetings during the erection/delivery phase and **daily** meetings during the commissioning phase, will be held. The *Supplier* must present all relevant information including quality plans, schedules, (including progress) subcontractor management, and health, environmental and safety issues at such meetings.

The *Supply Manager* shall arrange for regular inspections during the manufacturing phase in accordance with agreed hold and witness points and shall also be used as a manufacturing progress report evaluation.

The *Supplier* shall attend risk reduction meetings as and when called by the *Supply Manager*.

3.2 Documentation control

The *Supplier* shall submit all documentation (including correspondence and drawings) to Transnet (*Purchaser*) standards and to the *Supply Manager's* requirements in accordance with the *Supply Manager's* document control procedure.

The *Purchaser* shall use his own suitable document control system for the control, maintenance and handling of all relevant documentation and drawings issued to him.

3.3 Safety risk management

All aspects of on-site works must comply with the Health and Safety requirement OHS act No 85 of 1993.

3.4 Environmental constraints and management

All aspects of the *works* must comply with the *Purchaser's* environmental management plan, statutory requirements and regulations made by relevant authorities and the *Supplier* must ensure compliance of Site activities as well as the design of the equipment supplied.

3.5 Quality assurance requirements

Refer to EEAM-Q-009 for the *Purchaser's* Quality Management

Special attention must be paid to the following:

- Quality management objectives.
- Documentation and change control procedures.
- Quality control procedures that will apply to purchased materials.
- Quality control plan for all components manufactured or supplied to ensure conformance.
- The identification of suitable hold points to ensure proper quality assurance throughout manufacturing.
- Quality control of all welding and corrosion protection activities.
- The quality control procedure that will apply to erection and painting on site.

The services of an independent third party may be engaged by the *Purchaser* to assist in meeting the quality assurance objectives and the *Supplier* must give the necessary co-operation and supply all the necessary quality management documentation as required. The cost of the QA work by the third party will be borne by the *Purchaser*.

The *Supplier* shall ensure that the quality assurance requirements placed on him under this Contract are transferred into any subcontracts.

Quality system requirements shall be applied on all subcontracts to the point where the acceptability of supplies can be demonstrated solely by the conduct of inspection and/or examination of goods upon receipt at the designated point of delivery.

The *Supplier's* quality plan shall include or reference the quality plans of subcontractors.

3.6 Programming constraints

3.6.1 General

The Contract programme, progress reports, subsequent updates, revisions and supplementary programmes as detailed in this section are an essential part of the project control system used by the *Purchaser* for managing the *works* and in monitoring the progress of the work under the Contract. The information and data provided by the *Supplier* pursuant to this procedure must therefore be reliable, accurate and timely in presentation.

3.6.2 Programme submission

A copy of the *Supplier's* First Programme shall be submitted with the Tender Document Returnable Schedules that shall comply with the requirements as indicated in the Goods Information. The *Supplier's* Detailed Programme shall be submitted in both hard and soft copy forms within two weeks of award using a computer software package approved by the *Supply Manager*.

The preferred software package is Microsoft Projects or similar approved.

3.6.3 Contract programme (baseline)

The *Supplier's* First Programme, agreeing with the tender submission, shall become the "Contract Programme" or "baseline" against which actual time performance will be compared. Once the baseline has been established, all subsequent programmes will have baseline (target) bars shown against each activity. This programme will be used as the basis on which all variations, extensions of time and changes to methods of delivery shall be assessed.

Identified deviations from the baseline shall be addressed by the *Supplier* by either demonstrating that the deviation does not constitute a problem to the overall *Supplier's* Programme or providing a course of action to remedy the deviation.

3.6.4 Revisions to contract schedule

The *Supply Manager's* written approval of any revised contract programme shall be given prior to the revised contract programme becoming the new contract programme.

Additional detail may be inserted into the Contract Programme at the request of either the *Supplier* or the *Supply Manager*. In such cases, the overall start and finish dates of the detail activities shall not vary from the original summary activity(s) that were replaced.

All revisions to the contract programme shall be prepared by, and at the cost of the *Supplier*.

3.6.5 Supplementary programmes

The *Supply Manager* may at any time, and at the cost and expense of the *Supplier*, direct the *Supplier* to produce supplementary programmes to highlight a particular aspect of the work under the Contract. The *Supply Manager* shall not unreasonably request supplementary programmes.

3.6.6 Cash flow

The *Supplier* shall submit to the *Supply Manager* a detailed cash flow chart based on the contract programme showing the anticipated cash flow as represented by expected payment claim submissions, not only payments received.

3.6.7 Progress reporting

To demonstrate the actual progress of the work under the Contract the *Supplier* shall, on a monthly basis, update and submit the contract programme and the progress to the *Supply Manager*.

The contract programme shall be in the form of a three week look ahead schedule, and shall show the following two separate bars for each activity so as to enable comparison of the actual progress to the contract programme:

- The contract programme "baseline" activity bar
- The current schedule activity bar identifying the currently forecast start and finish dates of the activity, and the status (% completion of each activity).

3.6.8 Progress monitoring and review

Monitoring and review of the progress of work under the Contract shall consist of an assessment of all activities currently in progress. The following shall be determined:

- percentage complete;
- forecast completion date;
- deviations from the baseline programme; and
- actions required to remedy any deviations.

3.6.9 Monthly status report

The *Supplier* shall provide a written status report by the 20th of each month or such other reporting period as may be required by the *Supply Manager* from time-to-time. The report shall summarise progress and problems encountered during that month in respect of all parts of the work under the Contract.

As a minimum the report shall include:

- progress against the current approved contract programme;
- summary of progress achieved during the period;
- list of milestones achieved during the period;
- status of design, procurement, and off-site works;
- status of on-site works;
- deviations from the contract programme "baseline", and in particular, the forecast completion dates of activities which have or should have commenced;
- status of approvals;
- actual or anticipated problems with corresponding action plans to minimise the impact;
- summary of works planned for the following period, and
- cash flow status versus the original forecast.

The progress report shall form the basis of a monthly progress meeting between the *Supply Manager* and the *Supplier*.

3.7 *Supplier's* management, supervision and key people

The *Supplier* shall make an adequate, experienced and stable project team available for the duration of the contract. Every effort must be exercised by the *Supplier* to minimize replacement of individual project team members in order to ensure optimum contract management continuity.

It is a requirement of this contract that the *Supplier* employs a full-time, fully qualified and experienced Site manager who has been delegated sufficient authority to manage the contract efficiently on-Site during erection and commissioning. The site manager is required to be fluent in English, both in writing and orally.

3.8 Training workshops and technology transfer

The following *Purchaser's* personnel will be made available for training by the *Supplier* in their various functions at the Port concerned:

Terminal	RCB MPT (FORKLIFTS)
Supervisor	5
Mechanical/Artisans	35
Auto-electricians	6
Drivers / Driver Trainers	400 / (100x 4 shifts)

These numbers are indicative only and may vary due to additional requirements of the *Purchaser* for the operation and maintenance of the equipment.

4. Engineering and the *Supplier's* design

4.1 *Purchaser's* design requirements

The equipment shall be designed to comply with the *Purchaser's* Technical Specification for Forklifts, document number: TPT_TS_F Rev 5.

4.1.1 Terminal Specific Requirements

The following are the terminal specific requirements for the Sixteen forklifts required:

- In terms of terminal specific technical requirements.
- Lift height (if different from 2.1.2)
- Enclosed cabin and air conditioner (if different from 2.1.2)
- Draw bar pull with load (if different from 2.1.2)
- Forklift truck dimensions and clearances
- Forklift truck turning angles
- Environmental conditions including altitude, ambient temperature, relative humidity and air pollution concerns

For forklifts with a lifting capacity below 16 tons the provision of a tyre pressure monitoring system shall be included as an option, for machines above 16 tons this shall be required.

4.1.2 General Requirements

The equipment as made and supplied shall be complete in every respect, of modern design using most advanced technology extensively supported by reputable local companies and be designed and built to applicable recognised standards and good engineering practices. All electrical and mechanical Plant to be fitted shall have been type tested for reliability and extended lifetime in the conditions to be expected.

The equipment shall be designed and constructed such that as many common components as possible are used on the equipment to enable the minimization of spares types and numbers.

This must specifically be applied to drives, brakes, ropes, sheaves, electrical plant and components, bearings and wheels. All drives must be such that the same drive can be used in both left-hand and right-hand applications.

Additional Requirements

- a) The *Supplier* must ensure that all sixteen (16) x 18 Ton diesel forklifts to be delivered to Transnet are load tested and properly inspected prior delivery. Service provider must submit valid load test certificate for all machines.
- b) The *Supplier* must ensure that all four (4) x 8 Ton diesel forklifts to be delivered to Transnet are load tested and properly inspected prior delivery. Service provider must submit valid load test certificate for all machines.
- c) Forklifts shall come with warranty of 12 months OR 2 000 hours or more.
- d) Machine failures prior to the above stipulated period/hours will be attended to at no additional costs.
- e) *Supplier* to ensure Company representative is always available to reach on a phone 24 hours, 7 days a week.

4.1.3 Environmental Conditions

The equipment offered must be able to operate in a marine environment subject to the following conditions:

- | | |
|-----------------------|---|
| ○ Altitude | Sea Level |
| ○ Ambient temperature | 5 – 45°C |
| ○ Relative humidity | Frequently 100% |
| ○ Air Pollution | Heavily saline, dust laden and industrial fumes |

All electrical, hydraulic and pneumatic components shall be suitable and treated for use in tropical climate where rapid changes in weather conditions produce severe moisture condensation problems. The equipment shall be capable of withstanding the highly corrosive effects of the moist, saline atmosphere. All electrical components not installed in controlled environments (machine and electrical house or operator's cabin) must have a minimum enclosure protection of IP55.

4.1.4 Operating and maintenance manual

The *Supplier* shall provide 3 hardcopies and 2 electronic copies of all the operating and maintenance manuals in English.

5. Procurement

5.1.1 *Supplier's* procurement of Plant and Materials

The *Supplier* must take all necessary steps to ensure that all Plants and Materials are adequately protected against damage during shipping, transport and storage.

If any equipment is transported by sea, the *Supplier* shall take extra precaution to protect all mechanical and electrical Plant from the corrosive effect of wave splashes, rain and salt spray. Waxoyl or similar, shall be applied to the inside of handrails and other small, sealed sections before being sealed.

5.1.2 Spares and consumables (Where applicable)

The *Supplier* shall supply to the Delivery Place all the spares and consumables as identified by the *Supply Manager* from the *Supplier's* recommended spares list. Packaging of the spares and consumables shall be suitable to protect its contents from environmental damage when stored in warehouses in close proximity to the coast. Packaging of sensitive spares and consumables shall be suitable to protect its contents from mechanical damage due to handling.

5.1.3 Tests and inspections before delivery

Where the Goods Information requires inspections or tests to be performed, the *Supplier* shall provide such assistance, labour, materials, electricity, fuel, stores, apparatus and instruments as may be a requisite and as may be reasonable demanded to carry out such tests efficiently. The *Supplier* shall ensure that all gauges, templates, tools and other equipment required to check the accuracy of the work are calibrated at regular intervals by a laboratory approved by the National Calibration Services of the Council for Scientific and Industrial Research of South Africa, or by the respective authority in the country of origin of the equipment.

6. Delivery Place and Delivery of the Goods

6.1 Delivery Place and Working Areas

6.1.1 Working Areas

When required in terms of the delivery methodology, the *Supplier* will indicate his space requirements at the Delivery Place on a suitable drawing submitted with the tender.

The Delivery Place is located at the MHA Workshop at RCBMPT, South Africa. The area of operation for the forklift is within the premises of RCB MPT.

The *Supplier* shall take all necessary steps for his works not to interfere with port operations and to ensure that normal traffic flow of the operational terminal is not obstructed.

Establishment, fencing and other work required to make the *Delivery Place* fit for use is entirely the *Supplier's* responsibility.

The *Supplier* is responsible for the security of the *Delivery Place* until completion and hand-over and must make his own arrangements for security and the safekeeping of his property. The *Supplier's* watchmen are allowed on site for this purpose.

The *Supplier* must maintain the *Delivery Place* in a neat and tidy condition to the satisfaction of the *Supply Manager*.

6.1.2 Clearing of Delivery Place

The *Supplier*, within fourteen days after completion, must completely remove from the Delivery Place all his plant, materials, Equipment, stores and temporary accommodation or any other asset belonging to him and leaves the Delivery Place in a tidy condition to the satisfaction of the *Supply Manager*.

6.1.3 Customs and port regulations

The *Delivery Place* is situated within a Customs controlled area and the *Supplier* and his people shall observe all Customs regulations within the port area.

The *Delivery Place* is also within a promulgated port area and the *Supplier*, and his people shall observe all ISPS and Port Regulations within the port area. Copies of the Harbor Regulations are obtainable from the Port admin offices.

The fullest collaboration between the *Supplier*, the Port and the *Supply Manager* is essential in regard to the working of the port.

6.1.4 Health and safety facilities at the Delivery Place

At all times during the delivery and testing of the equipment the *Supplier* is responsible for the safety of all persons on the Delivery Place and on the equipment and shall have the necessary systems and procedures in place to effectively manage this.

The *Supplier's* workforce must attend an induction relating to the safety and operational aspects of the terminal for about 45 minutes before they can work at the terminal. The *Supplier* is responsible to supply all the necessary PPE to his employees.

6.2 Completion, testing, commissioning, and correction of Defects

6.2.1 Work to be done by the Completion Date

On or before the Completion Date the *Supplier* shall have done everything required to *Provide the Goods*. The *Supply Manager* cannot certify Completion until all the work has been done, and is also free of Defects which would have, in his opinion, prevented the *Purchaser* from using the *Goods* and Others from doing their work.

6.2.2 Testing and commissioning

6.2.2.1.1 Prerequisites for commissioning

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 the *Purchaser's* satisfaction that the equipment complies with the Goods Information and must include the following where applicable:

- Pre-commissioning tests to be performed by the *Supplier*

- Performance test recording the speeds of all motions under various load conditions
- Overload tests
- Stability tests
- Tests to prove the integrity of the safety devices, limit systems and emergency systems
- Tests to prove the integrity of all service brakes and emergency brakes
- Functional tests
- Operational tests under simulated conditions
- General inspection for final quality, including paint quality

The *Supplier* will be required to show practically and analytically that the equipment can repeat the duty cycle continuously at rated capacity and rated speeds and accelerations, without over heating or unduly breaking down.

6.2.2.1.2 Testing and commissioning

Before commissioning starts, the *Supplier* shall satisfy himself that the equipment is complete in all respects and shall carry out the necessary pre-commissioning tests of the equipment. During this period the *Supply Manager* will carry out visual inspections on the equipment.

After approval of the test and inspection protocol by the *Supply Manager*, the *Supplier* shall fully test the equipment in the presence of the *Supply Manager* and according to the approved protocol. As far as practical the equipment shall be fully tested prior to it being moved into the operational area.

Load testing on the equipment, where applicable, shall be performed at the Delivery Place in accordance with the South African Occupational Health & Safety Act (110% overload tests). The *Supplier* shall be responsible for the supply of all load testing masses and measuring instruments. The load test shall be carried out by a registered Lifting Machinery Inspector, appointed by the Supplier. Load shall be defined as the safe working load when the equipment is working at maximum capacity, and including dynamic factors such as wind loads, shock loads due to acceleration and deceleration, etc.

All motions of the equipment shall be tested under load to simulate actual conditions, where applicable, to prove correct operation and to enable position indicators and limit switches to be set, and other operational adjustments made.

Before the commencement of any tests the *Supplier* shall provide the initial fill of oil for all gearboxes and grease for components which require grease lubrication.

On completion of Commissioning, the *Supplier* shall issue a Commissioning Certificate with all prescribed statutory documents; test certificates; documentation certifying the class and safe working loads of the equipment (and specific components e.g., twist-locks, ropes hoists etc.) for approval by the *Supply Manager*, prior to the commencement of the Endurance Testing. Where required by law, relevant certificates shall be issued by local authorities.

6.2.2.1.3 Endurance Testing

After successful completion of commissioning (approved Commissioning Certificate), the equipment shall be subjected to Endurance Testing, i.e., actual operation of the equipment in the handling of cargo in the operational area of the port.

The Endurance Test will constitute a minimum of 8 hours. The *Purchaser* will operate the forklift for the 8-hour endurance test which will be done with cargo and the forklift will be operated by the *purchaser* under guidance of the *supplier*. The *Purchaser* will Take-Over the forklift on successful completion of the 8hr endurance test.

If the forklift fails the 8-hour endurance test and the actual rectification of defect/fault takes longer than 30 minutes, the endurance test shall commence afresh on the forklift.

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

6.2.3 Technical support after Completion

The *Supplier* shall undertake that spares for all mechanical and electrical components of the equipment shall be readily available for at least 10 years from date of *Delivery*. Should spares be

required during this period but not be readily available, the *Supplier* shall make modifications to the equipment to use readily available spares at that time, and at no cost to the *Purchaser*

After the maintenance contract has elapsed with the *Supplier*, then the *Supplier* shall have a branch or local agent at or near the particular port with full time personnel available for defect repairs up until the defects date. Spare parts and components must also be available from the branch or agent.

Should the equipment become substantially inoperable, inefficient or unsafe during the period between take over and the *defects date* due to defects, the *defects date* will be extended by the same amount of time that it takes to return the equipment to satisfactory operating state.

7 Plant and Materials standards and workmanship

7.1 Referenced standard specifications

The tests prescribed in the relevant standard specifications shall be carried out at the manufacturer's works before delivery of the Plant and Materials ordered by the *Supplier*. The test results shall be submitted to the *Supply Manager*.

Plant and Materials made and tested to alternative standard specifications will be considered at the discretion of the *Supply Manager*, provided that such specifications are not less stringent than those laid down.

7.2 General

All Plant and Materials shall be new.

All Plant shall be installed according to the manufacturer's recommendations.

All Plant must be securely mounted on the equipment such that vibration and movement will not dislodge any components.

All rotating components shall be statically balanced before fitting. High speed rotating components shall also be dynamically balanced.

All fatigue sensitive welds on manufactured components shall be post weld treated by local burr grinding and shot preening afterwards.

TECHNICAL SPECIFICATION

SUBJECT : Forklift
DOCUMENT NO : TPT_TS_F
REV NO. : 5
DATE OF ISSUE : 27 January 2023

AMENDMENT RECORD		
Rev	Section	Description of Change
2	2.3.1.5	Add "...seat in accordance with EN 13059, complete with"
	2.3.1.16	Add clause for aircon "....locally supported with spares available locally."
	2.3.1.17	Add clause "When door/s left open the air-conditioner shall switch off...."
	2.3.1.18	Add clause for cabin air filtration requirements refer to Goods Information.
	3.2.20	Add clause "The engine management system shall allow for shutting the engine down when seat is not occupied for a predetermined time lapse ..."
	3.2.21	Move clause 4.2.1 re Euromot III to 3.2.21, and change to "Euromot IV"
	3.8.12	Add clause "Load sensing hydraulic system ... variable displacement pump..."
	3.13.2	Add clause "Fault finding hardware and software, with laptop and training"
3	4.2.1	Add clause "The forklift shall be recyclable."
	2.2	Remove clause 2.2: "Constraints None". Clause 2.3 then becomes 2.2.
	2.2.1.16	Change: Temp range changes from "-5° C to +40° C" to "0° C to +45° C"
	3.2.20	Add to clause: "...facility must be available to allow Purchaser to adjust time")
	3.2.22	Change "EUROMOT IV" to "EUROMOT III"
	3.6.5	Add clause: A tyre pressure monitoring system shall be provided for forklifts with capacity greater than 16 ton.
	3.6.6	Add clause: Wheel nut position indicators shall be provided for all wheel nuts.
	3.8.12	Add to clause: ...load sensing hydraulics "for forklifts greater than 16 ton".
	3.12.9	Remove from clause .."operated from an oil pressure switch"...
	3.12.10	Remove clause: "Strobe light shall function whether or not the engine is running.
	3.12.11 (now 3.12.10)	Add 'numbered' to clause:wiring colour coded," numbered", grommited, sleeved...
	3.12.19	Add to clause: "... reverse busser fitted, "and shall be in the range of 80 - 85 dB."
	3.13.1	Add 'over heating' to clause: Temp indication for engine coolant "and overheating"
4	3.15.7	Add 'white' to clause : Transnet Logo", in white," to be provided on each side ...
	5.3.1	Clause for manuals expanded to include more detail.
4	2.3.1	Add to clause: "For forklifts with a lifting capacity below 16 tons the provision of a tyre pressure monitoring system shall be included as an option."
	3.12.10	Add to clause: "Wire numbers to be carried through into the schematic diagrams and detailed drawings."
5	2.2.1.1	Added "centre mounted". Changed "provides" to "providing". Changed "shall be supplied" to "is required".
	2.2.1.4	Replaced "80" with "65".
	2.2.1.7	Removed "convoy".
	2.2.1.16	Removed clause 2.2.1.16 and replaced with "Locally serviceable heavy duty, marine air-conditioning unit that is available in South Africa, with spares available locally, is to be provided with due consideration to the high ambient temperature, solar, operator and equipment heat loads and humidity levels. It must be capable of maintaining the temperature in the cabin at 20°C at roughly 50% relative humidity for outside temperatures and humidity encountered."
	2.2.1.17	Clause 2.2.1.17 is moved to 2.2.1.22 and a new clause is added to 2.2.1.17: "Ambient temperatures encountered may range from -5° C to +45° C dry bulb, with relative humidities varying from 15% to 100%."
	2.2.1.18	Clause 2.2.1.18 removed and replaced with new clause: "The air must be distributed environmentally and not directly onto the driver, and must regulate the temperature between 18° C and 24° C (dry bulb)."
	2.2.1.19	New clause added: "The refrigerant must preferably be R410 a."
	2.2.1.20	New clause added: "The unit must have an integral heating facility."
	2.2.1.21	New clause added: "A demister/heater, in addition to an air conditioner, with a minimum two speed blower shall be supplied."
	2.2.1.23	New clause added: "The air-conditioner shall have a heavy duty air filter."
	2.2.1.24	New clause added: "The cab shall be equipped with a monitor which is connected to a camera which will provide the driver with a view of the area behind the machine. This shall be required for all FL's 8 ton and above."
	2.3.1	Removed ", the Supplier shall refer to the Works Information for the following

	items, where applicable, but not limited to:" and "lifting capacity". Added "for machines above 16 tons this shall be required" at the last bullet point.
3.1	Clause 3.1.2.moved to clause 3.1.3 and a new clause was added at 3.1.2: "Access stairways with adequate hand rails for 32 tons and above to be provided."
3.3	The numbering of clauses 3.3.6 and 3.3.7 changed to clauses 3.3.8 and 3.3.9 because of new clauses that were added.
3.3.6	New clause added: "The transmission shall be fitted with a transmission oil pressure monitoring system, that will automatically cut out the FL should the transmission oil pressure drop below the operating pressure parameter. Oil pressure monitoring system shall be linked to an alarm in the operator's cabin."
3.3.7	New clause added: "The transmission shall be fitted with a transmission oil temperature monitoring system, that will automatically cut out the FL should the transmission oil temperature increase beyond the maximum allowed operating temperature parameter. The monitoring system shall be linked to an alarm in the operator's cabin."
3.4.3	New clause added: "The axle shall incorporate oil submerged wet disc brakes all machines above 32 tons above. This must be a priced option for machines below 32 tons and above and including 18 tons."
3.6.4	Added "Priced option for solid tyres to be included."
3.7	Added "and Forks".
3.9.1	Removed clause 3.9.1. Please note that the numbering of this section changed because of the deleted clause. The new numbering will be used from now on. The new and revised clause at 3.9.1 is now: "The tank capacity must allow for enough fuel for an twelve (12) hour shift."
3.9.2	Replaced "shall" with "must" and "fuel filter" with "strainer".
3.9.3	Clause removed and new clause added: "A water trap and in-line fuel filter shall be fitted after the pump."
3.9.4	Clause 3.9.5 of the previous version moves to 3.9.4 in the new version. Added "with an attachment (e.g. chain) to the body of the forklifts." Replace "automatic water drain off system and an anti-fuel theft device" with "manual drain valve".
3.9.5	New clause added: "Anti-syphoning system to be fitted to the fuel tank."
3.9.6	Clause 3.9.4 in the previous version moves to clause 3.9.6 in the new version.
3.9.8	Clause 3.9.8 from the previous version was removed and replaced with a new clause: "The tank must be manufactured from 316L stainless steel or durable high density plastic and fitted with a lockable manual drain valve."
3.12.1	Added "/24-".
3.12.3	Replaced "two" with "one". Removed "/16". Replaced "shall" with "must". Removed "and dust". Added "with a suitable drip tray. Details of battery carrier to be supplied."
3.12.6	Added "(Headlights shall be of the halogen type, where it proves of superior technology and is cost effective LED lights may be used. Transnet will make the final decision with regards the technology. Headlamps should be able to withstand water at operating temperature)."
3.12.12	Added "The fuse box shall be provided with a schematic diagram showing the fuse rating as well as where it is fitted in the electrical circuit."
3.12.13	Clause removed and replaced with a new clause: "An electrical power take off point for boost charging the batteries shall be supplied and fitted with a two pin female receptor rated for 600V 175A."
3.13.1	Removed the last bullet point and replaced with "Transmission oil pressure fault indication".
3.13.2	Clause moved to 3.13.4. New clause added at 3.13.2: "The machine shall be equipped with a 'Load Moment' indicator system for machines above 16 tons. Full details of system shall be furnished."
3.13.3	New clause added: "All additional instruments and gauges that will be fitted shall be listed separately."
3.13.4	Added "be". Removed "Supplier shall be inclusive of the laptop and the training related to the fault finding system." Added "Supplier shall load software onto client's laptop, and provide the manuals and training related to the fault finding

	system. Supplier to specify laptop requirements Fault finding hardware and software, with output connection to a laptop computer, shall be supplied. Supplier shall load software onto client's laptop, and provide the training related to the fault finding system."
3.13.5	New clause added: "An override system shall be available to allow for a 110% statutory load test to be conducted."
3.14	Replaced "Painting" with "Corrosion Protection".
3.14.8	Added "(10)".
3.15.5	Removed clause 3.15.5.
4.1.2	Added "/stairways".
5.3.1	Added "laminated".

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1. Scope

This specification is for a diesel engine driven fork lift truck with hydraulically actuating lifting.

The fork lift shall be supplied complete and fully assembled in all respects, including standard equipment supplied by the manufacturer and shall comply with the South African Occupational Health and Safety Act, Act 85 of 1993/as amended or equivalent international standard for mobile lifting equipment such as ISO, DIN, etc.

2. Operational Requirements

2.1 Equipment Functionality

2.1.1 The fork lift truck shall be utilised for general lifting activities within the Port environment such as lifting of steel coils, beams, plates, bags, etc.

2.1.2 The fork lift truck shall comply with the following requirements' unless otherwise stated in the Works Information:
(Refer to Works Information for rated capacity of units required.)

Rated Capacity Range (ton)	1 - 2 ton	2.5 - 4 ton	5 - 16 ton	17 - 27 ton	28 - 45 ton
Load centre for rated capacity (mm)	500	600	600	1200	1200
Nominal fork length (mm)	1200	1200	1800	2400	2400
Minimum Lift height with rated load (top of forks) in mm	4000	3500	3500	5000	5000
Free lift (mm) - (minimum)	100	100	100	100	100
Maximum mast height with forks lowered (mm)	2100	4500	4500	5000	5500
Number of lifting stages	3	2	2	2	2
Minimum mast tilt forward (degrees)	5	5	5	5	5
Minimum mast tilt backwards (degrees)	10	10	10	10	10
Gradeability with max load at 1.6 km/h (%)	25	25	25	25	25
Drawbar pull with load (kN) - minimum	15	50	50	100	150
Minimum side shift - (mm to either side from centre)	+/- 200	+/- 200	+/- 300	+/- 300	+/- 400
Independent auto fork opening / closing required	No	No	Yes	Yes	Yes
Minimum travel speed with rated load (km/h)	15	17	20	20	20
Minimum travel speed empty (km/h)	15	17	20	20	20
Lift speed with rated load (m/s)	0.4	0.3	0.3	0.25	0.25
Lift speed empty (m/s)	0.4	0.3	0.3	0.25	0.25
Tyre type (solid [S] or pneumatic [P])	P	P	P	P	P
Cabin enclosed	No	Yes	Yes	Yes	Yes
Cabin fitted with air conditioner, heater	No	Yes	Yes	Yes	Yes

2.1.3 The fork lift trucks (from 8 ton upwards) shall be designed to enable quick and efficient changing from forks to rhino horns.

2.2 Ergonomics

2.2.1 Operator's Cab

- 2.2.1.1 A fully enclosed centre mounted cab with a sky view window, which is ergonomically designed, well insulated and weather proof, and providing maximum drivers visibility and comfort is required.
- 2.2.1.2 The cab shall be of sturdy construction, waterproof and dustproof and the cab body shall be corrosion resistant.
- 2.2.1.3 The driver's cabin shall be ROPS/FOPS certified in terms of SANS 3471 and SANS 3449.
- 2.2.1.4 The noise level inside the cab shall not exceed 65 dB with windows closed.
- 2.2.1.5 The cabin shall be fitted with a comfortable, full suspension, fully adjustable, sprung type seat, in accordance with EN 13059, complete with arm rests and seat belt, upholstered with a good quality hard wearing material, and ensuring easy reach of controls and instrumentation.
- 2.2.1.6 The cab doors, one on each side, must be hinged type, locked in the closed position, and equipped with a stay to hold it in the open position.
- 2.2.1.7 Bolt on wide view mirrors which enable the driver to have an unobstructed view behind both sides of the fork lift shall be fitted.
- 2.2.1.8 Sliding side windows are required, lockable in open and closed positions.
- 2.2.1.9 All glass shall be tinted and heat-treated toughened safety or toughened laminated glass.
- 2.2.1.10 Electric windscreen washers and wipers shall be provided on the front, rear and sky view windows.
- 2.2.1.11 A demister/heater with a three speed blower shall be supplied.
- 2.2.1.12 An interior light shall be fitted.
- 2.2.1.13 An automotive pedal control layout is required.
- 2.2.1.14 All controls shall be ergonomically designed for ease of operation from a seated position.
- 2.2.1.15 Separate joysticks shall be supplied to control the tilt and the lift mast functions.
- 2.2.1.16 Locally serviceable heavy duty, marine air-conditioning unit that is available in South Africa, with spares available locally, is to be provided with due consideration to the high ambient temperature, solar, operator and equipment heat loads and humidity levels. It must be capable of maintaining the temperature in the cabin at 20°C at roughly 50% relative humidity for outside temperatures and humidity encountered.
- 2.2.1.17 Ambient temperatures encountered may range from -5° C to +45° C dry bulb, with relative humidities varying from 15% to 100%.
- 2.2.1.18 The air must be distributed environmentally and not directly onto the driver, and must regulate the temperature between 18° C and 24° C (dry bulb).
- 2.2.1.19 The refrigerant must preferably be R410 a.

- 2.2.1.20 The unit must have an integral heating facility.
- 2.2.1.21 A demister/heater, in addition to an air conditioner, with a minimum two speed blower shall be supplied.
- 2.2.1.22 When operator's cabin door/s is left open the air-conditioner shall switch off after a predetermined time lapse. (Supplier to indicate the time period.)
- 2.2.1.23 The air-conditioner shall have a heavy duty air filter.
- 2.2.1.24 The cab shall be equipped with a monitor which is connected to a camera which will provide the driver with a view of the area behind the machine. This shall be required for all FL's 8 ton and above.

2.3 Terminal Specific Requirements

- 2.3.1 In terms of terminal specific technical requirements.
 - Lift height (if different from 2.1.2)
 - Enclosed cabin and air conditioner (if different from 2.1.2)
 - Draw bar pull with load (if different from 2.1.2)
 - Fork lift truck dimensions and clearances
 - Forklift truck turning angles
 - Environmental conditions including altitude, ambient temperature, relative humidity and air pollution concerns

For forklifts with a lifting capacity below 16 tons the provision of a tyre pressure monitoring system shall be included as an option, for machines above 16 tons this shall be required.

3. Technical Requirements

3.1 Chassis

- 3.1.1 An all welded steel chassis is required.
- 3.1.2 Access stairways with adequate hand rails for 32 tons and above to be provided.
- 3.1.3 A removable pin type trailer coupling situated approximately 450mm above ground level is required. The pin should be approximately 40mm diameter.

3.2 Diesel Engine

- 3.2.1 The engine shall be robust; four stroke water cooled and have sufficient power for the duty required (shall be able to provide full power @ 1,800 rpm or less).
- 3.2.2 The engine shall be designed to operate at sea level with spare power (10% minimum) and shall be capable of satisfying a 20 hour duty cycle.
- 3.2.3 All components shall be easily accessible for maintenance purposes.
- 3.2.4 The engine shall be housed in a fire proof, noise dampering enclosed compartment. Noise level outside the compartment shall not exceed 80 dB.

- 3.2.5 The engine shall be protected against entry of dust and grit. All openings such as breathers, oil filter, dipstick, etc. shall be provided with effective sealing devices.
- 3.2.6 The engine shall be fitted with drip trays to prevent oil spillage during operation.
- 3.2.7 An efficient three-stage dry type air cleaner (stage 1 – spinner, stage 2 – centrifugal, stage 3 – dry element) shall be fitted.
- 3.2.8 The air intake shall not be positioned near any of the wheels.
- 3.2.9 The exhaust shall be sufficiently silenced in such a manner as not to adversely affect the engine performance to any great extent and shall be reasonably positioned.
- 3.2.10 A full length stainless steel exhaust shall be fitted.
- 3.2.11 The exhaust outlet shall be reasonably positioned as high as practical and shall be of the 'goose neck' type to prevent the ingress of water under any operational or non-operational conditions.
- 3.2.12 The exhaust pipe must be protected by a stainless steel heat shield if it is exposed and could cause injury to the driver or any other person.
- 3.2.13 The outlet manifold must be protected by a heat shield if exposed when the engine compartment is opened.
- 3.2.14 An efficient pressure fed engine lubrication system is required and shall incorporate an external oil filter of the full flow type, utilising elements of the replaceable cartridge type.
- 3.2.15 The cooling system shall be filled with a coolant mixture which complies to the engine manufacturer's specifications.
- 3.2.16 An engine monitor and cut-out system shall be fitted to protect the engine from over heating, low oil pressure and over revving under no load conditions.
- 3.2.17 The engine shall be fitted with a reliable governor system.
- 3.2.18 The following functions shall be monitored: water temperature, water level and oil pressure.
- 3.2.19 The engine shall be equipped with a proven and reliable Electronic Management System (EMS). Full back up service inclusive of spares shall be readily available locally.
- 3.2.20 The engine management system shall allow for shutting the engine down when the seat is not occupied for a predetermined time lapse. (Supplier to indicate the time period. However, facility must be available to allow Purchaser to adjust the time period.)
- 3.2.21 Engines with turbos shall have a forced lubrication system feeding the turbo bearing at all times, including for critical periods when the engine oil pressure is low.
- 3.2.22 The engine shall comply with 'EUROMOT III' with regard to emission standards.

3.3 Transmission

- 3.3.1 A hydrodynamic drive system driving through the front wheels is required.
- 3.3.2 A fully automatic transmission is required.
- 3.3.3 The ratios must be ideally suited for the application.

- 3.3.4 An external screw on type filter must be fitted on the oil cooling system of the transmission.
- 3.3.5 The transmission must be fitted with a tamperproof mechanical or electronic forward/reverse protection device. It must prevent the driver from engaging reverse whilst the machine is still moving forward and vice versa.
- 3.3.6 The transmission shall be fitted with a transmission oil pressure monitoring system, that will automatically cut out the FL should the transmission oil pressure drop below the operating pressure parameter. Oil pressure monitoring system shall be linked to an alarm in the operator's cabin.
- 3.3.7 The transmission shall be fitted with a transmission oil temperature monitoring system, that will automatically cut out the FL should the transmission oil temperature increase beyond the maximum allowed operating temperature parameter. The monitoring system shall be linked to an alarm in the operator's cabin.
- 3.3.8 The transmission shall provide excellent inching control.
- 3.3.9 A heavy duty industrial torque convertor is required for transmission of engine power to the drive train.

3.4 Drive Axle

- 3.4.1 A double reduction, heavy duty front axle is required.
- 3.4.2 The brake oil shall be in separate circuit and reservoir.
- 3.4.3 The axle shall incorporate oil submerged wet disc brakes all machines above 32 tons above. This must be a priced option for machines below 32 tons and above and including 18 tons.

3.5 Rear Axle

- 3.5.1 The fork lift truck shall be equipped with a hydrostatic power steering system.
- 3.5.2 A double acting steering cylinder mounted between the rear wheels must be fitted.
- 3.5.3 The fork lift truck shall be required to negotiate rough terrain and oscillation of the rear axle is required to allow for working on uneven surfaces.
- 3.5.4 The power steering system must be effective at engine idling speed.
- 3.5.5 Rear wheel nut protection shall be provided to prevent damage of wheel nuts.
- 3.5.6 The wheels / tyres shall not foul or touch the chassis at maximum oscillation.

3.6 Road Wheels

- 3.6.1 Tyres manufactured in the Republic of South Africa or tyres which are readily available in South Africa shall be fitted.
- 3.6.2 Tyres and rims must conform to the standards as laid down in ERT0 or S.A.N.S. ARP 007 and ARP 008, and shall be of an approved brand.
- 3.6.3 Rims shall be interchangeable.

3.6.4 Tyres shall be pneumatic, unless otherwise indicated. Priced option for solid tyres to be included.

3.6.5 A tyre pressure monitoring system shall be provided for all forklifts with a capacity greater than 16 tons.

3.6.6 Wheel nut position indicators shall be provided for all wheel nuts.

3.7 Mast and Forks

3.7.1 An extra heavy duty and robust two stage wide view mast designed for strength, twist resistance and stability at all heights shall be supplied.

3.7.2 The mast shall be hydraulically operated and the cylinders shall be on the side of the mast.

3.7.3 The hoist cylinders shall not stand proud of the carriage when raised.

3.7.4 Lift Cylinders shall be robust construction with replaceable seals and “rods”.

3.7.5 The forks shall be manufactured from forged or rolled material and shall be easily removable.

3.7.6 The forks shall be removable by moving / adjusting the carriage.

3.7.7 The fork positioning equipment / adjustment mechanisms fitted shall be suitably protected against damage during operation or caused by cargo.

3.7.8 The seated Operator / Driver's view “through” the Mast must not be obstructed and “open” between the Mast Columns during all lifting and handling operations.

3.8 Hydraulic system

3.8.1 A low pressure hydraulic system shall be supplied.

3.8.2 The hydraulic system shall be fitted with features to prevent the over pressurisation of the various systems.

3.8.3 The oil reservoir shall be fitted with a sight glass suitable for visual inspection of the fluid level. Where no sight glass is fitted, a dipstick is to be provided.

3.8.4 An efficient filter shall be incorporated into the suction line of the hydraulic pump.

3.8.5 The hydraulic valves shall be grouped together for ease of maintenance.

3.8.6 Test points for testing hydraulic pressures shall be fitted and grouped together.

3.8.7 Where possible steel tubing, which shall be treated with suitable corrosion protection, in lieu of rubber hosing shall be used for hydraulic lines.

3.8.8 The controls shall be placed in a position affording maximum comfort and ease of operation.

3.8.9 High pressure filters are required between the outlet side of the hydraulic pump and valve banks, cylinders, etc. This is to safeguard against the operating parts against damage from any metal particles leaving the hydraulic pump.

- 3.8.10 Test points are required on the high pressure side.
- 3.8.11 All hydraulic fittings shall be wrapped with a petrolatum impregnated tape or sprayed with a petrolatum primer to prevent corrosion.
- 3.8.12 A load sensing hydraulic system featuring variable displacement pump technology shall be provided for forklifts with a capacity greater than 16 ton.

3.9 Fuel Tank

- 3.9.1 The tank capacity must allow for enough fuel for an twelve (12) hour shift.
- 3.9.2 The fuel line between the tank and the fuel pump must be fitted with an in-line strainer.
- 3.9.3 A water trap and in-line fuel filter shall be fitted after the pump.
- 3.9.4 The fuel cap(s) must be lockable with an attachment (e.g. chain) to the body of the forklifts. The tank must be fitted with a lockable manual drain valve.
- 3.9.5 Anti-syphoning system to be fitted to the fuel tank.
- 3.9.6 The tank shall be protected from accidental damage from all sides.
- 3.9.7 The fuel tank shall be lined or coated internally to prevent corrosion and microbiological activity.
- 3.9.8 The tank must be manufactured from 316L stainless steel or durable high density plastic and fitted with a lockable manual drain valve.

3.10 Brakes

- 3.10.1 An independent foot brake system that may be hydraulically or air operated shall be supplied.
- 3.10.2 The brake system shall enable the vehicle to comply with the latest specifications SANS 1027 and SANS SV1051, as well as the South African Road Traffic Act.
- 3.10.3 The latest technology low maintenance brake system shall be fitted.
- 3.10.4 An independent hand / park brake system shall be supplied.
- 3.10.5 Both foot and park brake systems shall be capable of stopping and / or holding the full load on a 1:8 gradient.

3.11 Draw Gear

- 3.11.1 A removable pin type trailer coupling is required.
- 3.11.2 The pin diameter should be sufficient to match the drawbar force with a minimum built in factor of safety of 3.

3.12 Electrical

- 3.12.1 A 12 / 24-volt negative earth system is required.

- 3.12.2 An alternator in lieu of a generator is required.
- 3.12.3 One heavy duty maintenance free 12-volt batteries must be supplied and fitted in a suitable lockable corrosion proof battery compartment with a suitable drip tray. Details of battery carrier to be supplied. The batteries shall have extra capacity, especially for cold starting.
- 3.12.4 The batteries shall be accessible from the top for easy maintenance.
- 3.12.5 A battery isolating switch in an accessible position shall be fitted.
- 3.12.6 The machine shall be fitted with the following minimum lighting system:
- 2 x headlamps (Headlights shall be of the halogen type, where it proves of superior technology and is cost effective LED lights may be used. Transnet will make the final decision with regards the technology. Headlamps should be able to withstand water at operating temperature).
 - 2 x LED tail lights
 - 2 x LED stop lights
 - 2 x LED front and 2 x LED rear direction indicator lights
 - 2 x LED reverse lights coupled to an automatic reverse warning sound mechanism
- 3.12.7 In addition to the above, the machine shall be fitted with working lights located in the following positions:
- One on each side of the mast
 - One on each side of the counterweight, to illuminate to the rear of the machine
- 3.12.8 An audible hooter shall be fitted with a minimum sound level of 93dB as per SANS 10169:2004.
- 3.12.9 An amber strobe light shall be fitted in such a manner as to not hinder the operator.
- 3.12.10 All electric wiring shall be colour coded, numbered, grommited, sleeved, trunked and securely clamped. Wire numbers to be carried through into the schematic diagrams and detailed drawings.
- 3.12.11 Fuse panel/trip switches shall be easily accessible.
- 3.12.12 A fuse box with a locking device shall be fitted inside the cab. The fuse box shall be provided with a schematic diagram showing the fuse rating as well as where it is fitted in the electrical circuit.
- 3.12.13 An electrical power take off point for boost charging the batteries shall be supplied and fitted with a two pin female receptor rated for 600V 175A.
- 3.12.14 Electronic components must be protected from the surge in power whilst jump starting.
- 3.12.15 A heavy duty starter motor shall be fitted.
- 3.12.16 The ignition switch shall not permit the starter motor to be operated while the engine is running.
- 3.12.17 A facility shall be provided to prevent the starter motor from being energised whilst the engine is running.
- 3.12.18 Starter spares shall be readily available locally in South Africa.

- 3.12.19 The machine shall be fitted with an audible reverse buzzer. and shall be in the range of 80 - 85 dB

3.13 Instrumentation

- 3.13.1 The following instruments or gauges, amongst others, shall be fitted and these must be clearly visible to the operator at all times:

- Speedometer with odometer
- Rev counter
- Temperature indication for engine coolant and over heating
- Temperature indication for transmission fluid
- Electric fuel level indication
- Engine oil pressure indication and/or oil pressure warning light
- Engine hour meter
- Brake air pressure indication and air pressure warning light
- Gauge indicating the condition of the dry filter element
- A back lit instrument panel is required
- Transmission oil pressure fault indication

- 3.13.2 The machine shall be equipped with a 'Load Moment' indicator system for machines above 16 tons. Full details of system shall be furnished.

- 3.13.3 All additional instruments and gauges that will be fitted shall be listed separately.

- 3.13.4 Fault finding hardware and software, with output connection to a laptop computer, shall be supplied. Supplier shall load software onto client's laptop, and provide the manuals and training related to the fault finding system. Supplier to specify laptop requirements
- Fault finding hardware and software, with output connection to a laptop computer, shall be supplied. Supplier shall load software onto client's laptop, and provide the training related to the fault finding system.

- 3.13.5 An override system shall be available to allow for a 110% statutory load test to be conducted.

3.14 Corrosion Protection

- 3.14.1 The fork lift truck shall be painted in accordance with Specification EEAM-Q-008 (Corrosion Protection).

- 3.14.2 The manufacturer's standard painting procedure can be used if it is equivalent or better than that called for above, and approved by the Supply Manager.

- 3.14.3 The total paint dry film thickness (dft) shall not be less than 250µm.

- 3.14.4 The colour scheme of the fork lift truck shall be as follows:
- Body, chassis and rims painted red to colour spec. RAL 3020
 - Mast painted grey to colour spec. RAL 7024

- 3.14.5 No other colours shall be accepted.

- 3.14.6 All joints shall be thoroughly sealed with an approved sealer to prevent rusting between mating surfaces.

- 3.14.7 Drain holes shall be provided in areas where water can accumulate
- 3.14.8 The paintwork shall be covered by a ten (10) year corrosion guarantee.
- 3.14.9 All aluminium components shall be suitably protected with an approved corrosion repellent.

3.15 Signage and Markings

- 3.15.1 The SWL (Safe Working Load) and Load Centre shall be painted on both sides of the Mast.
- 3.15.2 A machine data plate and a load chart shall be fitted on the instrument panel.
- 3.15.3 Durable, ultraviolet resistant and weather resistant warning signs shall be provided at all locations that impose a danger.
- 3.15.4 Durable, ultraviolet resistant and weather resistant information signs shall be provided in specific locations to assist the driver / maintenance staff with operation / maintenance.
- 3.15.5 Retro-reflective tape shall be fitted to both sides and the rear of the fork lift truck.
- 3.15.6 The Transnet Logo, in white, is to be provided on each side of the machine. (Position and size to be agreed.)

4. Safety and Environment

4.1 Safety Requirements

- 4.1.1 The fork lift truck shall comply with the South African Occupational Health and Safety Act, Act 85 of 1993/as amended.
- 4.1.2 Access steps/stairways and safety handrails must be provided on both sides of the fork lift truck.
- 4.1.3 All surfaces where operating or maintenance personnel shall tread must be laid out with non-slip material.
- 4.1.4 Suitable fire extinguishers shall be provided.

4.2 Environmental Requirements

- 4.2.1 The forklift shall be recyclable.

5. Maintenance

5.1 Lubrication

- 5.1.1 All lubrication points must be easily accessible for lubrication.
- 5.1.2 The grease points must be clearly marked by means of a yellow circle of approximately 2,5 cm in diameter.

- 5.1.3 Inaccessible grease points shall be provided with extended “grease piping” connected to the grease nipple mounted in an accessible position.

5.2 Accessibility

- 5.2.1 All replaceable items including (but not limited to) critical components shall be designed for easy access, removal and replacement.

5.3 Manuals

- 5.3.1 The machine must be supplied with detailed maintenance, operating, training and spares manuals (in English), including technical data for each spare, as well as general arrangement drawings and a bill of materials. Maintenance manuals to have sufficient information to allow terminal to capture maintenance schedules in terms of inspections, servicing and replacement of parts. Three laminated hardcopies and two electronic copies of the operating, maintenance, training and spare parts manuals shall be provided, as well as a training manual for each trainee.

6. General

- 6.1 The machine will only travel within the boundary of the port; however, it shall comply with the requirements of the South African Road Traffic Act where applicable.
- 6.2 All components fitted and supplied shall be new.
- 6.3 All components shall be installed and fitted according to the manufacturer’s recommendations.
- 6.4 The machine shall be to I.S.O. Metric Standards, and instrumentation gauges, dials, etc. shall be graduated in Systeme International (S.I.) units.
- 6.5 The machine shall be delivered ready for use.
- 6.6 All hydraulic fittings shall be wrapped with a petrolatum impregnated tape or sprayed with a petrolatum primer to prevent corrosion.
- 6.7 Vee-belts and pulleys shall be to an established standard.
- 6.8 Bearings shall be rated for a L10 service life under the stated maximum loads and conditions encountered in a Port working environment.
- 6.9 Should an operator station be required (i.e. no operator’s cabin), an overhead guard conforming to ISO 6055 / latest shall be fitted. Bolt on wide view mirrors shall be fitted on both sides of the overhead guard.

7. Referenced Specifications

7.1 Standard specifications

The following, not necessarily comprehensive, list of standard specifications are relevant:

ANSI/AWS D1.1	Structural Welding Code - Steel
BS-EN 287 Part 1	Approval testing of welders/fusion welding
BS-EN 288 Part 3	Specification and approval of welding procedures for metallic materials
BS 5135	Metal arc welding of carbon and carbon manganese steels

BS 3923	Methods for ultrasonic examination of welds
BS 2600	Radiographic examination of fusion welded butt joints in steel
BS 5493	Code of practice for protective coating of iron and steel structures against corrosion
DIN 1026	Metric channels
ISO R657	Angles
SANS 135	ISO metric bolts, screws and nuts (hexagon and square) (coarse thread, free fit series)
SANS 136	ISO metric precision hexagon-head bolts and screws, and hexagon nuts (coarse thread medium fit series)
SANS 064	Preparation of steel surfaces for coating
SANS 763	Hot-dip (galvanized) zinc coatings
SANS 1091	National colour standards for paint
SANS 1431	Weldable structural steels

Regardless of which specifications are actually worked to when manufacturing Plant and Materials, such Plant and Materials shall be capable of satisfactorily passing all tests laid down in the standard specifications called for.

7.2 Employer specifications

The following Employer specifications are relevant:

EEAM-Q-006	Structural steelwork
EEAM-Q-008	Corrosion protection
EEAM-Q-009	Quality Management

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