

**Transnet Rail Infrastructure Manager [TRIM]**

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

[Registration No. 1990/000900/30]

REQUEST FOR PROPOSAL [RFP] [FOR SERVICES]

**FOR THE PROVISION OF VARIOUS PLANT / EARTHMOVING EQUIPMENT TO THE NORTH
CORRIDOR DEPOTS FOR ON AN AS AND WHEN REQUIRED BASIS**

PERIOD: TWENTY-FOUR [24] MONTHS

RFP NUMBER: HOAC-VAR-57823-EQ-299

ISSUE DATE: 19 June 2026

CLOSING DATE: 26 June 2026

CLOSING TIME: 12H00

**BID VALIDITY PERIOD: 180 BUSINESS DAYS FROM CLOSING DATE
(10 March 2027)**

**SUBMISSION TO: TRANSNET E-TENDER SUBMISSION PORTAL – SEE SBD 1
FOR DETAILS**

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RFP FOR THE PROVISION OF: VARIOUS PLANT / EARTHMOVING EQUIPMENT TO THE NORTH CORRIDOR, ON AN "AS & WHEN" REQUIRED BASIS, FOR A TWENTY-FOUR [24] MONTH PERIOD.

SECTION 1: SBD1 FORM

PART A - INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRIM, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	HOAC-VAR-57823-EQ-299	ISSUE DATE:	19 June 2026	CLOSING DATE:	26 June 2026	CLOSING TIME:	12:00
DESCRIPTION	THE PROVISION OF VARIOUS PLANT / EARTHMOVING EQUIPMENT TO THE NORTH CORRIDOR DEPOTS ON AN AS AND WHEN REQUIRED BASIS FOR A TWENTY-FOUR [24]-MONTH PERIOD						
BID RESPONSE DOCUMENTS SUBMISSION INSTRUCTIONS							
<i>(Please refer to section 2, paragraph 3 for a detailed process on how to upload submissions):</i>							
https://transnetetenders.azurewebsites.net							
BIDDING PROCEDURE / TECHNICAL ENQUIRIES MAY BE DIRECTED TO:							
CONTACT PERSON	Eddie Quinn						
TELEPHONE NUMBER	035-906 7347						
FACSIMILE NUMBER	Not applicable						
E-MAIL ADDRESS	Eddie.quinn@transnet.net						
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE		NUMBER				
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE		NUMBER				
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
IT IS A CONDITION OF THIS BID THAT THE TAX MATTERS OF THE SUCCESSFUL RESPONDENTS BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH SOUTH AFRICAN REVENUE SERVICE (SARS) TO MEET THE RESPONDENTS TAX OBLIGATIONS.							
TCP PIN		OR	CSD NO				
SUPPLIER COMPLIANCE STATUS	<input type="checkbox"/> Yes	<input type="checkbox"/> No	OR	BBEE STATUS LEVEL SWORN AFFIDAVIT			
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?							
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)					
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)					
	<input type="checkbox"/>	A REGISTERED AUDITOR					
	NAME:						
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]							
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	[IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	[IF YES, ANSWER QUESTIONNAIRE BELOW]
SIGNATURE OF THE BIDDER:				DATE:			

Respondent's Signature

Date & Company Stamp

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- DOES THE BIDDER HAVE A BRANCH IN THE RSA? YES NO
- DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

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

PART B - TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS

- 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 1.7 RESPONDENTS ARE REQUIRED TO SELF-REGISTER ON NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE (CSD) WHICH HAS BEEN ESTABLISHED TO CENTRALLY ADMINISTER SUPPLIER INFORMATION FOR ALL ORGANS OF STATE AND FACILITATE THE VERIFICATION OF CERTAIN KEY SUPPLIER INFORMATION. ONLY FOREIGN SUPPLIERS WITH NO LOCAL REGISTERED ENTITY NEED NOT REGISTER ON THE CSD. THE CSD CAN BE ACCESSED AT [HTTPS://SECURE.CSD.GOV.ZA/](https://secure.csd.gov.za/).

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

SIGNATURE OF BIDDER: _____ PRINT NAME & SURNAME: _____

CAPACITY UNDER WHICH THIS BID IS SIGNED: _____

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

DATE SIGNED: _____

SECTION 2 : NOTICE TO BIDDERS

1 INVITATION TO BID

Responses to this RFP [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity, Respondent** or **Bidder**].

DESCRIPTION	Provision of various plant / earthmoving equipment to the North Corridor depots on an as and when required basis for a twenty-four [24]-month period. [the Services]
TENDER ADVERT	All Transnet tenders are advertised on the National Treasury’s e-Tender Publication Portal and the Transnet website. Should one of these media (i.e. National Treasury’s e-Tender Publication Portal or Transnet website) not be available, bidders are advised to check on the other media for advertised tenders.
RFP DOWNLOADING	<p>This RFP may be downloaded directly from National Treasury’s e-Tender Publication Portal at www.etenders.gov.za free of charge.</p> <p>To download RFP and Annexures:</p> <ul style="list-style-type: none"> • Click on “Tender Opportunities”; • Select “Advertised Tenders”; • In the “Department” box, select Transnet SOC Ltd. <p>Once the tender has been in the list, click on the “Tender documents” tab and process to download all uploaded documents.</p> <p>The RFP may also be downloaded from the Transnet Portal at https://transnetetenders.azurewebsites.net (</p>
COMMUNICATION	<p>Transnet will publish the outcome of this RFP on the National Treasury e-tender portal and Transnet website with 10 days after the award has been finalised. All unsuccessful bidders have a right to request for reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form</p> <p>Any addenda to the RFP or clarifications will be published on the e-tender portal and Transnet website. Bidders are required to check the e-tender portal or Transnet website prior to finalising their bid submissions for any changes or clarifications to the RFP.</p> <p>Transnet will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>
CLOSING DATE	<p>12:00 on Friday, 26 June 2026</p> <p>Bidders must ensure that bids are uploaded timeously onto the system. Generally, if a bid is late, it will not be accepted for consideration.</p> <p>Respondents are to submit bid documents by uploading them onto the Transnet system against each tender selected. A Bidder can upload 30mb per upload and multiple uploads are permitted.</p> <p>Bidders should ensure that electronic bid submissions are submitted at least a day before the closing date and bidders should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by bidders as a result of their own technical challenges.</p>

Returnable document

VALIDITY PERIOD	<p>180 Business Days from the Closing Date above. (Validity date: 10 March 2027.) Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.</p> <p>Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process.</p> <p>With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraphs 10.10.</p>
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Any additional information or clarification will be published on the e-Tender portal and Transnet website, if necessary.

2 FORMAL BRIEFING

- 2.1 A formal briefing session will not be held but should Respondents have specific queries they should email these to the Transnet employee(s) indicated in paragraph 6 [Communication] below.

3 PROPOSAL SUBMISSION

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

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

- a) Log on to the Transnet eTenders management platform website/ Portal (transnetetenders.azurewebsites.net)
- b) Click on "ADVERTISED TENDERS" to view advertised tenders;
- c) Click on "SIGN IN/REGISTER –to register new bidder information and ensure that all mandatory information is completed) OR;
- d) to sign in if already registered;
- e) Toggle (click to switch) the "Log an Intent" button to submit a bid;
- f) Submit bid documents by uploading them into the system against each tender selected.
- g) Respondents are to submit bid documents by uploading them onto the Transnet system against each tender selected. A Bidder can upload 30mb per upload and multiple uploads are permitted.
- h) Bidders should ensure that electronic bid submissions are submitted at least a day before the closing date and bidders should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by bidders as a result of their own technical challenges.
- i) No late submissions will be accepted. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net
- j) Each company must register its own profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.
- k) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.

Returnable document

- l) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.
- m) A detailed bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net

3 CONDITIONS OF CONTRACT

3.1 Where Transnet has identified opportunities of economic transformation and empowerment, Transnet will incorporate a contractual obligation for the winning bidder to execute the identified transformation objective as a condition of contract.

3.2 Each bidder interested in participating in this tender should be cognisant that it is a condition of contract the winning bidder will be required to contract with Transnet on one or more of the following transformation initiatives:

3.2.1 Job creation and preservation

The proposal must show the total value and number of jobs to be created/preserved for the duration of the contract. These should cover the following designated groups:

- Black Youth, Black women, People living with disabilities, People living in rural or underdeveloped areas or townships

3.2.2 Local Economic Development (local to site development)

Bidder to submit a plan on how they will promote local businesses as a result of the contract

3.2.3 Sub-contracting

Bidder will be contractually required to sub-contract a minimum of 30% of the contract to any entity to an EME and or QSE which is:

- At least 51% owned by black people
- At least 51% owned by black people who are women
- At least 51% owned by black people who are youth
- At least 51% owned by black people living with disabilities
- At least 51% owned by black people living in rural or underdeveloped areas or townships
- A co-operative which is at least 51% owned by black people

Subcontracting opportunities might be amongst others; Accommodation for equipment operators, Food and beverages for equipment operators, hiring of earthmoving equipment or provision of fuel.

Refer to Annexure H - List of Suburbs / Areas Where Plant Will Be Operating

4 RFP INSTRUCTIONS

4.1 Please sign documents [sign, stamp and date the bottom of each page] before uploading them on the system. The person or persons signing the submission must be legally authorised by the respondent to do so.

4.2 **All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.**

4.3 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.

4.4 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, paragraph 12 below

Returnable document

(Legal Review) and Section 6 of the RFP, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

5 JOINT VENTURES OR CONSORTIUMS

Respondents who would wish to respond to this RFP as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If at the time of the bid submission such a JV or consortium agreement has not been concluded, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

- Respondents are to note that for the purpose of Evaluation, a JV will be evaluated based on one consolidated B-BBEE score card (a consolidated B-BBEE Status Level verification certificate) Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in Table 3.2 of the specific goals Claim Form.

6 COMMUNICATION (Clarifications and Complaints)

- 6.1 For specific clarification relating to this RFP, an RFP Clarification Request Form should be submitted to Eddie Quinn **before 12:00 on 23 June 2026**, substantially in the form set out in Section 8 hereto.
- 6.2 In the interest of fairness and transparency, Transnet's response to such a query will be published on the e-tender portal and Transnet website
- 6.3 Specific complaints relating to this RFP before or after the closing date should be formally submitted by emailing to groupscmcomplaints@transnet.net. Once the complaint has been submitted, the Transnet SCM Complaints office will acknowledge your complaint and send you a complaint form for completion.
- 6.4 After the closing date of the RFP, a Respondent may only communicate with the Prudence Nkabinde, at telephone number 011-584 0821, email prudence.nkabinde@transnet.net on any matter relating to its RFP Proposal.
- 6.5 Respondents are to note that changes to its submission will not be considered after the closing date.
- 6.6 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.
- 6.7 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.
- 6.8 Transnet will publish the outcome of this RFP in the National Treasury e-tender portal and Transnet website with 10 days after the award has been finalised. Respondents are required to check the National Treasury e-tender Portal and Transnet website for the results of the tender process. All unsuccessful bidders have a right to request Transnet to furnish reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form

7 CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidence. In this regard Respondents are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information related to this RFP or the subsequent contract, written approval must be obtained from Transnet.

8 COMPLIANCE

The successful Respondent [hereinafter referred to as the **Service provider** shall be in full and complete compliance with any and all applicable laws and regulations.

9 EMPLOYMENT EQUITY ACT

Respondents must comply with the requirements of the Employment Equity Act 55 of 1998 applicable to it including (but not limited to) Section 53 of the Employment Equity Act.

10 DISCLAIMERS

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

- 10.1 modify the RFP's Goods/Services;
- 10.2 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 10.3 award a contract for only a portion of the proposed Goods/Services which are reflected in the scope of this RFP;
- 10.4 split the award of the contract between more than one Supplier/Service provider, as may be explicitly articulated in the conditions to this RFP; (Appoint a Service provider per area.)
- 10.5 cancel the bid process;
- 10.6 validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- 10.7 request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 10.8 not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it;
- 10.9 to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- 10.10 to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the outcome of the tender has been published the outcome of the bid process on the National Treasury e-tender Portal and Transnet website. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods at their quoted price.

Returnable document

10.11 A bidder may be requested to furnish further information relating to its Environmental, Social and Governance (ESG) standing at any stage of the procurement or contracting process. This information may not be used for purposes of evaluation and/or disqualify bidder but may be use for purpose of record and analysis of ESG compliance.

Note that Transnet will not reimburse any Respondent for any preparatory costs or other work performed in connection with its Proposal, whether or not the Respondent is awarded a contract.

11 LEGAL REVIEW

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business. A material deviation from the Standard terms or conditions could result in disqualification.

12 SECURITY CLEARANCE

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the Goods/Services and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of **CONFIDENTIAL/ SECRET/TOP SECRET**. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

IF YOU DON'T REPORT IT, YOU SUPPORT IT!



Email: Transnet.Reportit@outlook.com

Toll free: 0800 003 056

SMS:0637867403

Please Call Me number: *120*0637867403

Website: <https://whistleblowersoftware.com/secure/Transnet>

SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND

The Perway and Technical Support Infrastructure comprises the embankments, cuttings, tunnels & bridges, and formation which support the sleepers, ballast and rails (track). Earthmoving plant contribute significantly to the availability of this infrastructure, as they assist in the construction and rehabilitation of the railway formation.

One of the Rail Network strategies is to ensure the continuous availability of the railway infrastructure. The demand for modern railway infrastructure has grown exponentially over time. The railway formation structure needs to be constructed and rehabilitated periodically, mainly due to increased volume tonnage. A consistent supply of reliable earthmoving plant is therefore required to achieve Rail Network Strategy.

The supply and operation of earthmoving equipment plays a critical role in the maintenance of the Rail Network, from activities such as formation works, rehabilitations to various ad-hoc works, yellow equipment are a major a requirement in the execution of Transnet's maintenance works.

2 EXECUTIVE OVERVIEW

Whereas Transnet is seeking a partner(s) to provide solutions for its Earthmoving plant regionally, it also seeks to improve its current processes for providing these Goods/Services to its end user community throughout its locations.

The selected Supplier/Service provider(s) must share in the mission and business objectives of Transnet. These mutual goals will be met by meeting contractual requirements and new challenges in an environment of teamwork, joint participation, flexibility, innovation and open communications. In this spirit of partnership, Transnet and its Supplier/Service provider(s) will study the current ways they do business to enhance current practices and support processes and systems. Such a partnership will allow Transnet to reach higher levels of quality, service and profitability.

Specifically, Transnet seeks to benefit from this partnership in the following ways:

- 2.1 Transnet must receive reduced cost of acquisition and improved service benefits resulting from the Supplier/Service provider's economies of scale and streamlined service processes.
- 2.2 Transnet must achieve appropriate availability that meets user needs while reducing costs for both Transnet and the chosen Supplier/Service provider(s).
- 2.3 Transnet must receive proactive improvements from the Supplier/Service provider with respect to supply/provision of Goods/Services and related processes.
- 2.4 Transnet's overall competitive advantage must be strengthened by the chosen Supplier/Service provider's leading edge technology and service delivery systems.
- 2.5 Transnet end users must be able to rely on the chosen Supplier/Service provider's personnel for service enquiries, recommendations and substitutions.
- 2.6 Transnet must reduce costs by streamlining its acquisition of Goods/Services, including managed service processes on a Group basis.

3 SCOPE OF REQUIREMENTS

- 3.1 Provision of various Plant / Earthmoving Equipment, to the North Corridor, for a period of two [2] years.
- 3.2 Refer to **Annexure C** for the work specification for earth moving plant.
- 3.3 Refer to **Annexure H** for a list of the areas where the plant will be operating in.

4 GREEN ECONOMY / CARBON FOOTPRINT

Transnet wishes to have an understanding of your company’s position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity’s policies in this regard.*

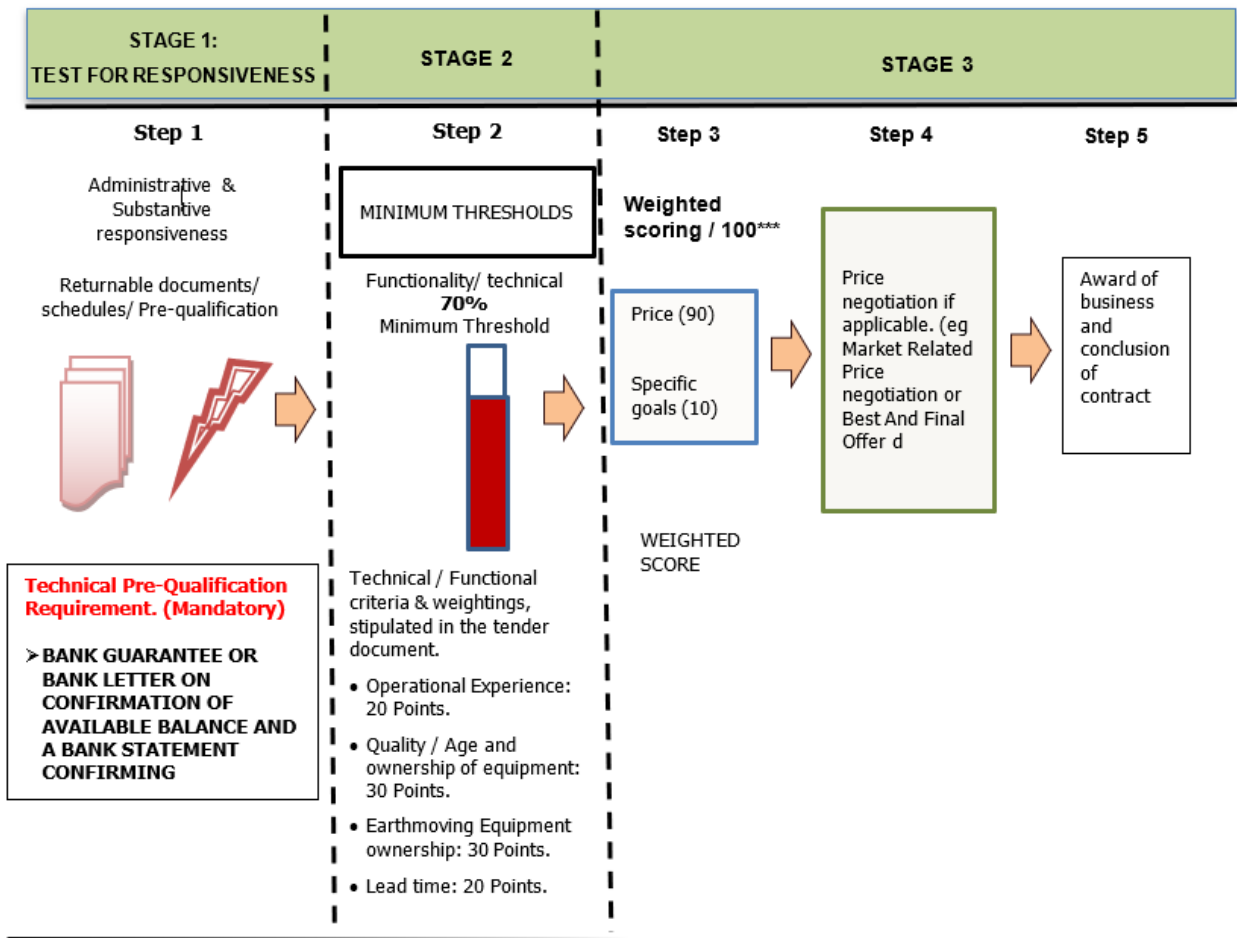
5 GENERAL SERVICE PROVIDER OBLIGATIONS

5.1 The Service provider(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.

5.2 The Service provider(s) must comply with the requirements stated in this RFP.

6 EVALUATION METHODOLOGY

Transnet will utilise the following methodology and criteria in selecting a preferred Service provider:



NB: Evaluation of the various stages will normally take place in a sequential manner. However, in order to expedite the process, Transnet reserves the right to conduct the different steps of the evaluation process in parallel. In such instances the evaluation of bidders at any given stage must not be interpreted to mean that bidders have necessarily passed any previous stage(s).

6.1 STEP ONE: Test for Administrative and Substantive Responsiveness

The test for administrative responsiveness will include the following:

Administrative & Substantive responsiveness check	RFP Reference
<ul style="list-style-type: none"> Whether the Bid has been lodged on time 	<i>Section 1 paragraph 3</i>
<ul style="list-style-type: none"> Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time 	<i>Section 5</i>
<ul style="list-style-type: none"> Verify the validity of all returnable documents 	<i>Section 5</i>
<ul style="list-style-type: none"> Verify if the Bid document has been duly signed by the authorised respondent 	<i>All sections</i>
<ul style="list-style-type: none"> Whether any general and legislation qualification criteria set by Transnet, have been met 	<i>All sections</i>
<ul style="list-style-type: none"> Whether the Bid contains a priced offer 	<i>Section 4 - Quotation Form</i>
<ul style="list-style-type: none"> Whether the Bid materially complies with the scope and/or specification given 	<i>All Sections</i>
<ul style="list-style-type: none"> Whether any Technical Pre-qualification Criteria have been met as follows: <ul style="list-style-type: none"> - Bank guarantee or bank letter on confirmation of available balance and a bank statement confirming transactions and balance. 	<i>Annexure A</i>

The test for administrative responsiveness [Step One] must be passed for a Respondent's Proposal to progress to Step Two for further pre-qualification

6.2 STEP TWO: Minimum Threshold 70% for Technical Criteria

The test for the Technical and Functional threshold will include the following:

Quality Criteria	Weightings Points	Scoring guideline
<p>1. Operational experience</p> <p>Tenderers must submit a minimum of three [3] signed contactable reference letters, or completion certificates, both to be accompanied by a purchase order of completed projects, or copies of purchase orders and all references submitted must not be older than five [5] years, where earthmoving equipment was provided for equivalent or bigger size projects.</p> <p>Reference letters and completion certificates must be on the referral company's official letterhead that include their physical address, and each referral must contain the following:</p> <ul style="list-style-type: none"> ➤ Phone number ➤ E-mail address ➤ Value of work ➤ Number off and description of each earthmoving equipment used on that specific referral ➤ Name of contact person <p>Failure to submit any of the above will result in a negative score</p> <p>NOTE: The evaluation will be done per area.</p> <ul style="list-style-type: none"> ➤ Richards Bay ➤ Empangeni ➤ Vryheid ➤ Ermelo ➤ Koedoespoort 	<p>20</p>	<p>20 - Points</p> <p>Tenderer submitted qualifying proof of experience for three [3] or more completed projects where they provided earthmoving equipment for equivalent or bigger size projects.</p> <p>10 - Points</p> <p>Tenderer submitted qualifying proof of experience for less than three [3] completed projects where they provided earthmoving equipment for equivalent or bigger size projects</p> <p>0 - Points</p> <p>Tenderer submitted proof older than 5 years or did not submit any qualifying proof of their experience for three [3] or more completed Projects and/or submitted incomplete letters / certificates and/or their size of the work done is not equivalent or more than this RFPs price schedules per area for the provision of their earthmoving equipment.</p>

Quality Criteria	Weightings Points	Scoring guideline
<p>2. Number and Quality / Age and ownership of equipment</p> <p><u>2.1 Number and Age of Equipment</u></p> <p>Tenderers to submit the availability of equipment required to execute the work. Availability to be confirmed in declaration in Annexure B.</p> <p>The age of all the earthmoving equipment to be deployed, must not be older than 15 years.</p> <p>Tenderers must submit valid certificates of registration or invoices or purchase documents or leasing agreements or subcontracting for all earthmoving equipment types quoted for, per price schedule in each area.</p> <p>Where earthmoving equipment does not require a certificate of registration, a copy of the invoice or purchase document will be required.</p> <p>Where equipment will be rented / leased / subcontracted, the certificate of registration or invoice or purchase documents or leasing agreements must be obtained from the rental / subcontracted company and an MOU (Memorandum of Understanding) with the rental company, to lease each equipment, must be submitted with your bid offer for each equipment rented / leased / subcontracted, if not owned by the Bidder.</p> <p>Memorandum of Understanding and plant lease/rental/subcontracting agreements or agreements of intent must comply with the following:</p> <ul style="list-style-type: none"> ➤ The MOU/Lease agreement shall be on the Company's official letterhead. ➤ It shall state the bidder's company name. ➤ It shall quote the RFP number and area. ➤ It shall be dated. ➤ It shall be signed by both parties. (Bidder and Leaser.) ➤ It shall list all plant items with number of equipment which will be provided to the Bidder. <p><u>Note:</u> The age of the equipment will be determined by the date of liability of first licensing of the machine on the certificate of registration or invoice or purchase documents date for machines that don't have to be registered. The same documents cannot be used for multiple pricing areas. (Meaning, supporting documents submitted for one area cannot be submitted for any other area. If the same documents are submitted for more than one area, those documents will only qualify to be evaluated for one area.)</p> <p>NOTE: The evaluation will be done per area.</p> <ul style="list-style-type: none"> ➤ Richards Bay ➤ Empangeni ➤ Vryheid ➤ Ermelo ➤ Koedoespoort <p>All supporting documents must be marked with the relevant area to indicate the support to that specific area, and the same supporting documents cannot be used for multiple areas.</p>	<p>30</p>	<p>30 - Points 100% of equipment available via subcontracting, leasing, renting, MOU or ownership and are not older than 15 years</p> <p>20 – Points 90% up to 99% of equipment available via subcontracting, leasing, renting, MOU or ownership and are not older than 15 years</p> <p>10 - Points ≥50% up to <90% of equipment available via subcontracting, leasing, renting, MOU or ownership and are not older than 15 years</p> <p>0 - Points <50% of equipment available or the tenderer has submitted no information or inadequate information to determine a score</p>

Quality Criteria	Weightings Points	Scoring guideline
<p><u>2.2 Earthmoving Equipment ownership</u></p> <p>The tenderer must indicate the equipment available via ownership.</p> <p>Note: Bidders are expected to have 100% of all equipment types available, with a minimum of 50% of these types owned by the bidder, and the balance of the remaining equipment types, not owned by the Bidder, must be clearly listed in a lease agreement / subcontracting agreement specific to this RFP / Project Requirement.</p> <p>Proof to be submitted in form of valid certificate of registration or invoice or purchase documents or leasing agreements or rental agreements or subcontracting agreements for all earthmoving equipment types quoted for, per price schedule in each area.</p> <p>Should equipment be leased, rented or subcontracted, the number and type of equipment must be listed on the letter. Failure to do so will result in a negative score.</p> <p>There must be a certificate of registration for each equipment type per area that is owned.</p> <p>Where equipment will be rented / leased / subcontracted, the certificate of registration or invoice or purchase documents or leasing agreements must be obtained from the rental / subcontracted company and an MOU (Memorandum of Understanding) with the rental company, to lease each equipment, must be submitted with your bid offer for each equipment rented / leased / subcontracted, if not owned by the Bidder.</p> <p>The same documents cannot be used for multiple pricing areas. (Meaning, supporting documents submitted for one area cannot be submitted for any other area. If the same documents are submitted for more than one area, those documents will only qualify to be evaluated for one area.)</p> <p>NOTE: The evaluation will be done per area.</p> <ul style="list-style-type: none"> ➤ Richards Bay ➤ Empangeni ➤ Vryheid ➤ Ermelo ➤ Koedoespoort <p>All supporting documents must be marked with the relevant area to indicate the support to that specific area, and the same supporting documents cannot be used for multiple areas.</p>	<p>30</p>	<p>30 – Points 100% of all equipment types available, with a minimum of 50% of these types owned by the bidder, and the balance of the remaining equipment types, not owned by the Bidder, must be clearly listed in a lease agreement / subcontracting agreement specific to this RFP / Project Requirement.</p> <p>15 – Points 100% of all equipment types available, but a minimum of 50% of these types are not owned by the bidder, and the balance of the remaining equipment types are clearly listed in a lease agreement / subcontracting agreement specific to this RFP / Project Requirement.</p> <p>0 – Points Insufficient number of equipment per area are available and or less than 50 % of the equipment types are owned by the bidder.</p>

Quality Criteria	Weightings Points	Scoring guideline
<p>3. Lead time</p> <p>Lead time to deliver all equipment per area, Indicate the number of days for delivery of all the equipment to site from the date of instruction from the depot to deliver.</p> <p>Bidder to complete Annexure A the declaration for the commitment of lead times per equipment per area. If the bidder has an intent to subcontract, lease or rent equipment a supporting letter is required from the leasing/rental/subcontracting company confirming the lead-time</p> <p>NOTE: The evaluation will be done per area.</p> <ul style="list-style-type: none"> ➤ Richards Bay ➤ Empangeni ➤ Vryheid ➤ Ermelo ➤ Koedoespoort 	20	<p>20 Points</p> <p>All Equipment per area to be delivered to site within 1-2 days from date of instruction from the depot as indicated for lead time in the RFP</p> <p>10 Points</p> <p>All Equipment per area to be delivered to site within 3-5 days from date of instruction from the depot as indicated for lead time in the RFP</p> <p>0 – Points</p> <p>All Equipment per area to be delivered to site in more than 5 Days from date of instruction from the depot as indicated for lead time in the RFP</p>
Total Weighting:	100%	
Minimum qualifying score required:	70%	

Respondents must complete and submit **Annexure: B** which include a **Technical Questionnaire**. A Respondent's compliance with the minimum functionality/technical threshold will be measured by their responses to Annexure: A.

Respondents are to note that Transnet will round off final technical scores to the nearest 2 (two) decimal places for the purposes of determining whether the technical threshold has been met.

The minimum threshold for technical/functionality [Step Two] must be met or exceeded for a Respondent's Proposal to progress to Step Four for final evaluation

6.3 STEP THREE: Evaluation and Final Weighted Scoring

a) **Price Criteria** [Weighted score 80 or 90 points]:

Evaluation Criteria	RFP Reference
• Commercial offer	<i>Section 4</i>

A maximum of 80 or 90 points is allocated for price on the following basis.

80/20 or 90/10

$$PS = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ OR } PS = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where:

- Ps* = Score for the Bid under consideration
- Pt* = Price of Bid under consideration
- Pmin* = Price of lowest acceptable Bid

Refer to Section 4 to see the table the Respondents will be required to complete

Price conditions

- Respondents will be required to complete all pricing schedules per area, for each area that they are interested to quote for in the RFP. The RFP has been split into 5 different areas.
 - Refer to the five areas (Richards Bay, Empangeni, Vryheid, Ermelo and Koedoespoort.) and their Price Schedules in the RFP Document.
 - Final Price scores will be rounded off to the nearest 2 (two) decimal places.
 - **Respondents do not have to price all areas, but they are required to price all items per Price Schedule for each area quoted. Failure to price all items per Price Schedule for each area will result in the Respondents’ disqualification.**
 - Transnet will evaluate all Price Schedule per area separately. The award will be made per area for all Price Schedule in that specific area, to the highest scoring bidder for each area.
- b) **Specific Goals** [Weighted score 20 or 10 point]
- Specific goals preference points claim form
 - Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in Section 3.2 of the specific goals Claim Form.

6.4 SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Thresholds	Minimum Threshold
Technical / functionality	70%

Evaluation Criteria	Final Weighted Scores
Price and Total Cost of Ownership	80/90
Specific goals - Scorecard	20/10
TOTAL SCORE:	100

Note: Either the 80/20 or 90/10 preference point system will apply. The lowest acceptable bid will determine the preference point system per area. Refer to the five areas (Richards Bay, Empangeni, Vryheid, Ermelo and Koedoespoort.)

6.5 STEP FOUR : Price Negotiations (if applicable)

- Respondents are to note that Transnet may not award a contract if the price offered is not market-related. In this regard, Transnet reserves the right to engage in PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:
 - first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,
 - negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.
- In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.

- Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

6.6 STEP FIVE: Award of business and conclusion of contract

- 6.6.1 Immediately after approval to award the contract has been received, the successful bidder(s) will be informed of the acceptance of his/their Bid by way of a Letter of Award. Thereafter the final contract will be concluded with the successful Respondent(s). where applicable.
- 6.6.2 Alternatively, acceptance of a letter of award by the Successful Respondent. will constitute the final contract read together with their RFQ response and the Standard Terms and Conditions. This will be stated in the letter of award.

SECTION 4: PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the table below:

Respondents do not have to price all areas but, all items per area quoted must be complete.

Failure to submit fully completed price schedules for each area quoted (AREAS: Richards Bay, Empangeni, Vryheid, Ermelo and Koedoespoort.), will result in the Respondent's disqualification.

1. Price Schedules for the Richards Bay and +/- 60 Km Surrounding areas. (King Cetshwayo Municipal district.)

TRIM, Richards Bay - Plant/Earth Moving Equipment.						
Item No:	Description / Type of Equipment	Estimated Nr of Plant	Estimated Qty / Hires / Service	Unit of Measure	Unit / Hourly Rate	Total Line-Item Value
1.1	Hire, Truck; Tipper 10m3 (Normal Hours)	18	18748	Hours		
1.2	Hire, Truck; Tipper 10m3 (Overtime Hours)		13437	Hours		
1.3	Hire, Truck; Tipper 10m3 (Standby Hours)		1296	Hours		
1.4	Tipper 10m3, Establishments		240	Each		
1.5	Tipper 10m3, De-Establishments		240	Each		
Tipper Total:						
1.6	Hire, Bulldozer, TLB, 4 X 4 (Normal Hours)	6	7536	Hours		
1.7	Hire, Bulldozer, TLB, 4 X 4 (Overtime Hours)		4816	Hours		
1.8	Hire, Bulldozer, TLB, 4 X 4 (Standby Hours)		216	Hours		
1.9	TLB, 4 X 4 Establishments		74	Each		
1.10	TLB, 4 X 4 De-Establishments		74	Each		
T.L.B. Total:						
1.11	Hire, 950, Front-End-Loader (Normal Hours)	6	10402	Hours		
1.12	Hire, 950, Front-End-Loader (Overtime Hours)		6644	Hours		
1.13	Hire, 950, Front-End-Loader (Standby Hours)		288	Hours		
1.14	950, Front-End-Loader (F.E.L.), Establishment		74	Each		
1.15	950, Front-End-Loader (F.E.L.), De-Establishment		74	Each		
950 F.E.L. Total:						
1.16	Hire, Bulldozer, 30 Ton Excavator (Normal Hours)	4	1296	Hours		
1.17	Hire, Bulldozer, 30 Ton Excavator (Overtime Hours)		1296	Hours		
1.18	Hire, Bulldozer, 30 Ton Excavator (Standby Hours)		540	Hours		
1.19	30 Ton Excavator, Establishment		65	Each		
1.20	30 Ton Excavator, De-Establishment		65	Each		
30 Ton Excavator Total:						

Respondent's Signature

Date & Company Stamp

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Item No:	Description / Type of Equipment	Estimated Nr of Plant	Estimated Qty / Hires / Service	Unit of Measure	Unit / Hourly Rate	Total Line-Item Value
1.21	Hire, Vibrating Roller, 10 Ton, Smooth Drum (Normal Hours)	5	4876	Hours		
1.22	Hire, Vibrating Roller, 10 Ton, Smooth Drum (Overtime Hours)		6992	Hours		
1.23	Hire, Vibrating Roller, 10 Ton, Smooth Drum (Standby Hours)		144	Hours		
1.24	Vibrating Roller, 10 Ton, Establishment		75	Each		
1.25	Vibrating Roller, 10 Ton, De-Establishment		75	Each		
10T Roller Total:						
1.26	Hire, Truck; Water Tanker, 10 000 Lt (Normal Hours)	7	11536	Hours		
1.27	Hire, Truck; Water Tanker, 10 000 Lt (Overtime Hours)		8192	Hours		
1.28	Hire, Truck; Water Tanker, 10 000 Lt (Standby Hours)		144	Hours		
1.29	Water Tanker, 10 000 Lt Establishments		100	Each		
1.30	Water Tanker, 10 000 Lt De-Establishments		100	Each		
Water Tanker Total:						
1.36	Hire, Machine Grader, 140 (Normal Hours)	5	6036	Hours		
1.37	Hire, Machine Grader, 140 (Overtime Hours)		5992	Hours		
1.38	Hire, Machine Grader, 140 (Standby Hours)		144	Hours		
1.39	Machine Grader, 140, Establishment		75	Each		
1.40	Machine Grader, 140, De-Establishment		75	Each		
140 Grader Total:						
1.41	Hire, Bulldozer, D4/D6 Dozer (Normal Hours)	4	4536	Hours		
1.42	Hire, Bulldozer, D4/D6 Dozer (Overtime Hours)		5192	Hours		
1.43	Hire, Bulldozer, D4/D6 Dozer (Standby Hours)		144	Hours		
1.44	D6 Dozer, Establishments		40	Each		
1.45	D6 Dozer, De-Establishments		40	Each		
D6 Dozer Total						
1.46	Hire, Bulldozer, 30 Ton Excavator, with Breaker (Normal Hours)	2	500	Hours		
1.47	Hire, Bulldozer, 30 Ton Excavator, with Breaker (Overtime Hours)		150	Hours		
1.48	Hire, Bulldozer, 30 Ton Excavator, with Breaker (Standby Hours)		24	Hours		
1.49	30 Ton Excavator, with Breaker, Establishment		15	Each		
1.50	30 Ton Excavator, with Breaker, De-Establishment		15	Each		
30 T Excavator Total:						

Respondent's Signature

Date & Company Stamp

Returnable document

Item No:	Description / Type of Equipment	Estimated Nr of Plant	Estimated Qty / Hires / Service	Unit of Measure	Unit / Hourly Rate	Total Line-Item Value
1.51	Hire, 8 Ton Truck; Crane Tanker, with 5 Ton Crane (Normal Hours)	3	864	Hours		
1.52	Hire, 8 Ton Truck; Crane Tanker, with 5 Ton Crane (Overtime Hours)		300	Hours		
1.53	Hire, 8 Ton Truck; Crane Tanker, with 5 Ton Crane (Standby Hours)		72	Hours		
1.54	8 Ton Truck; Crane Tanker, with 5 Ton Crane Establishments		15	Each		
1.55	8 Ton Truck; Crane Tanker, with 5 Ton Crane, De-Establishments		15	Each		
Crane Truck Total:						
GRAND TOTAL, for the Richards Bay Area, Exclusive of VAT:						
VAT 15% (if applicable)						
GRAND TOTAL, for the Richards Bay Area, Inclusive of VAT:						

2. Price Schedules for the Empangeni and +/- 60 Km Surrounding areas. (King Cetshwayo Municipal district.)

TRIM, Empangeni - Plant/Earth Moving Equipment.						
Item No:	Description / Type of Equipment	Estimated Nr of Plant	Estimated Qty / Hires / Service	Unit of Measure	Unit / Hourly Rate	Total Line-Item Value
2.1	Hire, Truck; Tipper 10m3 (Normal Hours)	31	7798	Hours		
2.2	Hire, Truck; Tipper 10m3 (Overtime Hours)		2338	Hours		
2.3	Hire, Truck; Tipper 10m3 (Standby Hours)		200	Hours		
2.4	Tipper 10m3, Establishments		72	Each		
2.5	Tipper 10m3, De-Establishments		72	Each		
Tipper Total:						
2.6	Hire, Bulldozer, TLB, 4 X 4 (Normal Hours)	50	5464	Hours		
2.7	Hire, Bulldozer, TLB, 4 X 4 (Overtime Hours)		1500	Hours		
2.8	Hire, Bulldozer, TLB, 4 X 4 (Standby Hours)		200	Hours		
2.9	TLB, 4 X 4, Establishments		63	Each		
2.10	TLB, 4 X 4, De-Establishments		63	Each		
T.L.B. Total:						
2.11	Hire, Bulldozer, Front-End-Loader (Normal Hours)	6	864	Hours		
2.12	Hire, Bulldozer, Front-End-Loader (Overtime Hours)		318	Hours		
2.13	Front-End-Loader (F.E.L.), Establishment		8	Each		
2.14	Front-End-Loader (F.E.L.), De-Establishment		8	Each		
F.E.L. Total						

Respondent's Signature

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Item No:	Description / Type of Equipment	Estimated Nr of Plant	Estimated Qty / Hires / Service	Unit of Measure	Unit / Hourly Rate	Total Line-Item Value
2.15	Hire, Bulldozer, 30 Ton Excavator (Normal Hours)	25	2787	Hours		
2.16	Hire, Bulldozer, 30 Ton Excavator (Overtime Hours)		558	Hours		
2.17	30 Ton Excavator, Establishment		25	Each		
2.18	30 Ton Excavator, De-Establishment		25	Each		
			30 Ton Excavator Total:			
2.19	Hire, Vibrating Roller, 10 Ton, Smooth Drum (Normal Hours)	9	1044	Hours		
2.20	Hire, Vibrating Roller, 10 Ton, Smooth Drum (Overtime Hours)		1470	Hours		
2.21	Hire, Vibrating Roller, 10 Ton, Smooth Drum (Standby Hours)		58	Hours		
2.22	Vibrating Roller, 10 Ton, Establishment		18	Each		
2.23	Vibrating Roller, 10 Ton, De-Establishment		18	Each		
			10T Roller Total:			
2.24	Hire, Truck; Water Tanker, 10 000 Lt, (Normal Hours)	12	1788	Hours		
2.25	Hire, Truck; Water Tanker, 10 000 Lt, (Overtime Hours)		498	Hours		
2.26	Hire, Truck; Water Tanker, 10 000 Lt, (Standby Hours)		58	Hours		
2.27	Water Tanker, 10 000 Lt, Establishments		18	Each		
2.28	Water Tanker, 10 000 Lt, De-Establishments		18	Each		
			Water Tanker Total:			
2.29	Hire, Machine Grader, 140 (Normal Hours)	25	2685	Hours		
2.30	Hire, Machine Grader, 140 (Overtime Hours)		552	Hours		
2.31	Hire, Machine Grader, 140 (Standby Hours)		58	Hours		
2.32	Machine Grader, 140, Establishment		32	Each		
2.33	Machine Grader, 140, De-Establishment		32	Each		
			140 Grader Total:			
2.34	Hire, Bulldozer, D4 Dozer (Normal Hours)	1	288	Hours		
2.35	Hire, Bulldozer, D4 Dozer (Overtime Hours)		36	Hours		
2.36	D4 Dozer, Establishments		1	Each		
2.37	D4 Dozer, De-Establishments		1	Each		
			D4 Dozer Total:			

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Item No:	Description / Type of Equipment	Estimated Nr of Plant	Estimated Qty / Hires / Service	Unit of Measure	Unit / Hourly Rate	Total Line-Item Value
2.38	Hire, Bulldozer, 30 Ton Excavator, with Breaker (Normal Hours)	2	576	Hours		
2.39	Hire, Bulldozer, 30 Ton Excavator, with Breaker (Overtime Hours)		72	Hours		
2.40	30 Ton Excavator, with Breaker, Establishment		2	Each		
2.41	30 Ton Excavator, with Breaker, De-Establishment		2	Each		
			30 T Excavator Total:			
2.42	Hire, 8 Ton Truck; Crane Tanker, with 5 Ton Crane (Normal Hours)	2	1320	Hours		
2.43	Hire, 8 Ton Truck; Crane Tanker, with 5 Ton Crane (Overtime Hours)		156	Hours		
2.44	Hire, 8 Ton Truck; Crane Tanker, with 5 Ton Crane (Standby Hours)		58	Hours		
2.45	8 Ton Truck; Crane Tanker, with 5 Ton Crane Establishments		4	Each		
2.46	8 Ton Truck; Crane Tanker, with 5 Ton Crane, De-Establishments		4	Each		
			Crane Truck Total:			
GRAND TOTAL, for the Empangeni Area, Exclusive of VAT:						
VAT 15% (if applicable)						
GRAND TOTAL, for the Empangeni Area, Inclusive of VAT:						

3. Price Schedules for the Vryheid and +/- 60Km Surrounding area. (Abaqulusi Municipal district.)

TRIM, Vryheid - Plant/Earth Moving Equipment.						
Item No:	Description / Type of Equipment	Estimated Nr of Plant	Estimated Qty / Hires / Service	Unit of Measure	Unit / Hourly Rate	Total Line-Item Value
3.1	Hire, Truck; Tipper 10m3 (Normal Hours)	22	23080	Hours		
3.2	Hire, Truck; Tipper 10m3 (Overtime Hours)		15600	Hours		
3.3	Hire, Truck; Tipper 10m3 (Standby Hours)		100	Hours		
3.4	Tipper 10m3, Establishments		88	Each		
3.5	Tipper 10m3, De-Establishments		88	Each		
			Tipper Total:			
3.6	Hire, Bulldozer, TLB, 4 X 4, (Normal Hours.)	12	18924	Hours		
3.7	Hire, Bulldozer, TLB, 4 X 4, (Overtime Hours.)		5334	Hours		
3.8	Hire, Bulldozer, TLB, 4 X 4, (Standby Hours.)		144	Hours		
3.9	TLB, 4 X 4, Establishments		42	Each		
3.10	TLB, 4 X 4, De-Establishments		42	Each		
			TLB Total:			

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Item No:	Description / Type of Equipment	Estimated Nr of Plant	Estimated Qty / Hires / Service	Unit of Measure	Unit / Hourly Rate	Total Line-Item Value
3.15	Hire, Bulldozer, Front-End-Loader (Normal Hours)	6	3368	Hours		
3.16	Hire, Bulldozer, Front-End-Loader (Overtime Hours)		3832	Hours		
3.17	Hire, Bulldozer, Front-End-Loader (Standby Hours)		24	Hours		
3.18	Front-End-Loader (F.E.L.), Establishment		20	Each		
3.19	Front-End-Loader (F.E.L.), De-Establishment		20	Each		
					F.E.L. Total	
3.20	Hire, Bulldozer, 30 Ton Excavator (Normal Hours)	6	1908			
3.21	Hire, Bulldozer, 30 Ton Excavator (Overtime Hours)		4812			
3.22	30 Ton Excavator, Establishment		24			
3.23	30 Ton Excavator, De-Establishment		24			
					30 Ton Excavator Total:	
3.24	Hire, Loader, Bobcat Loader; Skidsteer (Normal Hours)	1	540	Hours		
3.25	Hire, Loader, Bobcat Loader; Skidsteer (Overtime Hours)		300	Hours		
3.26	Hire, Loader, Bobcat Loader; Skidsteer (Standbay Hours)		24	Hours		
3.27	Bobcat Loader; Skidsteer, Establishment		4	Each		
3.28	Bobcat Loader; Skidsteer, Establishment		4	Each		
					Bobcat Loader Total:	
3.29	Hire, Vibrating Roller, 15 Ton, Smooth Drum (Normal Hours)	2	9000	Hours		
3.30	Hire, Vibrating Roller, 15 Ton, Smooth Drum (Normal Hours)		750	Hours		
3.31	Hire, Vibrating Roller, 15 Ton, Smooth Drum (Normal Hours)		48	Hours		
3.32	Vibrating Roller, 15 Ton, Establishment		8	Each		
3.33	Vibrating Roller, 15 Ton, De-Establishment		8	Each		
					15T Roller Total:	
3.34	Hire, Vibrating Roller, 10 Ton, Smooth Drum (Normal Hours)	4	1368	Hours		
3.35	Hire, Vibrating Roller, 10 Ton, Smooth Drum (Normal Hours)		3432	Hours		
3.36	Vibrating Roller, 10 Ton, Establishment		16	Each		
3.37	Vibrating Roller, 10 Ton, De-Establishment		16	Each		
					10T Roller Total:	

Respondent's Signature

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Item No:	Description / Type of Equipment	Estimated Nr of Plant	Estimated Qty / Hires / Service	Unit of Measure	Unit / Hourly Rate	Total Line-Item Value
3.38	Hire, Truck; Water Tanker, 10 000 Lt, (Normal Hours)	6	10368			
3.39	Hire, Truck; Water Tanker, 10 000 Lt, (Overtime Hours)		4182			
3.40	Hire, Truck; Water Tanker, 10 000 Lt, (Standby Hours)		48			
3.41	Water Tanker, 10 000 Lt, Establishments		24			
3.42	Water Tanker, 10 000 Lt, De-Establishments		24			
			Water Tanker Total:			
3.43	Hire, Machine Grader, 140 (Normal Hours)	6	10368	Hours		
3.44	Hire, Machine Grader, 140 (Overtime Hours)		4182	Hours		
3.45	Hire, Machine Grader, 140 (Standby Hours)		48	Hours		
3.46	Machine Grader, 140, Establishment		24	Each		
3.47	Machine Grader, 140, De-Establishment		24	Each		
			140 Grader Total:			
3.48	Hire, Bulldozer, D4/D6 Dozer (Normal Hours)	2	684	Hours		
3.49	Hire, Bulldozer, D4/D6 Dozer (Overtime Hours)		1716	Hours		
3.50	D6 Dozer, Establishments		8	Each		
3.51	D6 Dozer, De-Establishments		8	Each		
			D4/D6 Dozer Total:			
3.52	Hire, Bulldozer, 30 Ton Excavator, with Breaker (Normal Hours)	2	684	Hours		
3.53	Hire, Bulldozer, 30 Ton Excavator, with Breaker (Overtime Hours)		1716	Hours		
3.54	30 Ton Excavator, with Breaker, Establishment		8	Each		
3.55	30 Ton Excavator, with Breaker, De-Establishment		8	Each		
3.56	Hire, 8 Ton Truck; Crane Tanker, with 5 Ton Crane (Normal Hours)	4	1684	Hours		
3.57	Hire, 8 Ton Truck; Crane Tanker, with 5 Ton Crane (Overtime Hours)		2316	Hours		
3.58	Hire, 8 Ton Truck; Crane Tanker, with 5 Ton Crane (Standby Hours)		48	Hours		
3.59	8 Ton Truck; Crane Tanker, with 5 Ton Crane Establishments		16	Each		
3.60	8 Ton Truck; Crane Tanker, with 5 Ton Crane, De-Establishments		16	Each		
			Crane Truck Total:			
GRAND TOTAL, for the Vryheid Area, Exclusive of VAT:						
VAT 15% (if applicable)						
GRAND TOTAL, for the Vryheid Area, Inclusive of VAT:						

Respondent's Signature

Date & Company Stamp

4. Price Schedules for the Ermelo and +/- 60Km Surrounding area. (Mkhondo Municipal district.)

TRIM, Ermelo - Plant/Earth Moving Equipment.						
Item No:	Description / Type of Equipment	Estimated Nr of Plant	Estimated Qty / Hires / Service	Unit of Measure	Unit / Hourly Rate	Total Line-Item Value
4.1	Hire, Truck; Tipper 10m3 (Normal Hours)	34	19170	Hours		
4.2	Hire, Truck; Tipper 10m3 (Overtime Hours)		20493	Hours		
4.3	Tipper 10m3, Establishments		34	Each		
4.4	Tipper 10m3, De-Establishments		34	Each		
			Tipper Total:			
4.5	Hire, Bulldozer, TLB, 4 X 4, (Normal Hours)	8	5690	Hours		
4.6	Hire, Bulldozer, TLB, 4 X 4, (Overtime Hours)		4870	Hours		
4.7	TLB, 4 X 4, Establishments		8	Each		
4.8	TLB, 4 X 4, De-Establishments		8	Each		
			T.L.B. Total:			
4.9	Hire, Bulldozer, Front-End-Loader (Normal Hours)	6	945	Hours		
4.10	Hire, Bulldozer, Front-End-Loader (Overtime Hours)		4192	Hours		
4.11	Front-End-Loader (F.E.L.), Establishment		6	Each		
4.12	Front-End-Loader (F.E.L.), De-Establishment		6	Each		
			F.E.L. Total			
4.13	Hire, Bulldozer, 30 Ton Excavator (Normal Hours)	10	5190	Hours		
4.14	Hire, Bulldozer, 30 Ton Excavator (Overtime Hours)		4717	Hours		
4.15	30 Ton Excavator, Establishment		10	Each		
4.16	30 Ton Excavator, De-Establishment		10	Each		
			30 Ton Excavator Total:			
4.17	Hire, Vibrating Roller, 10 Ton, Smooth Drum (Normal Hours)	7	3930	Hours		
4.18	Hire, Vibrating Roller, 10 Ton, Smooth Drum (Overtime Hours)		4718	Hours		
4.19	Vibrating Roller, 10 Ton, Establishment		7	Each		
4.20	Vibrating Roller, 10 Ton, De-Establishment		7	Each		
			10 Ton Roller Total:			

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Item No:	Description / Type of Equipment	Estimated Nr of Plant	Estimated Qty / Hires / Service	Unit of Measure	Unit / Hourly Rate	Total Line-Item Value
4.21	Hire, Truck; Water Tanker, 10 000 Lt (Normal Hours)	9	4515	Hours		
4.22	Hire, Truck; Water Tanker, 10 000 Lt (Overtime Hours)		4892	Hours		
4.23	Water Tanker, 10 000 Lt Establishments		9	Each		
4.24	Water Tanker, 10 000 Lt De-Establishments		9	Each		
Water Tanker Total:						
4.25	Hire, Machine Grader, 140 (Normal Hours)	9		Hours		
4.26	Hire, Machine Grader, 140 (Overtime Hours)		2012	Hours		
4.27	Machine Grader, 140, Establishment		9	Each		
4.28	Machine Grader, 140, De-Establishment		9	Each		
140 Grader Total:						
4.29	Hire, Bulldozer, D4/D6 Dozer (Normal Hours)	6	1620	Hours		
4.30	Hire, Bulldozer, D4/D6 Dozer (Overtime Hours)		1328	Hours		
4.31	D4/D6 Dozer, Establishments		6	Each		
4.32	D4/D6 Dozer, De-Establishments		6	Each		
D6 Dozer Total						
GRAND TOTAL, for the TRIM, Ermelo Area, Exclusive of VAT:						
VAT 15% (if applicable)						
GRAND TOTAL, for the TRIM, Ermelo Area, Inclusive of VAT:						

5. Price Schedules for Koedoespoort and +/- 60Km Surrounding area. (Tshwane Municipal district.)

TRIM, Koedoespoort - Plant/Earth Moving Equipment.						
Item No:	Description / Type of Equipment	Estimated Nr of Plant	Estimated Qty / Hires / Service	Unit of Measure	Unit / Hourly Rate	Total Line-Item Value
5.1	Hire, Truck; Tipper 10m3 (Normal Hours)	24	18000	Hours		
5.2	Hire, Truck; Tipper 10m3 (Overtime Hours)		4020	Hours		
5.3	Tipper 10m3, Establishments		105	Each		
5.4	Tipper 10m3, De-Establishments		105	Each		
Tipper Total:						

Respondent's Signature

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Item No:	Description / Type of Equipment	Estimated Nr of Plant	Estimated Qty / Hires / Service	Unit of Measure	Unit / Hourly Rate	Total Line-Item Value
5.5	Hire, Bulldozer, TLB, 4 X 4, (Normal Hours)	9	10000	Hours		
5.6	Hire, Bulldozer, TLB, 4 X 4, (Overtime Hours)		1476	Hours		
5.7	TLB, 4 X 4, Establishments		41	Each		
5.8	TLB, 4 X 4, De-Establishments		41	Each		
T.L.B. Total:						
5.9	Hire, Bulldozer, 30 Ton Excavator (Normal Hours)	6	3402	Hours		
5.10	Hire, Bulldozer, 30 Ton Excavator (Overtime Hours)		660	Hours		
5.11	30 Ton Excavator, Establishment		16	Each		
5.12	30 Ton Excavator, De-Establish		16	Each		
30 Ton Excavator Total:						
5.13	Hire, Loader, Bobcat Loader; Skidsteer (Normal Hours)	2	576	Hours		
5.14	Hire, Loader, Bobcat Loader; Skidsteer (Overtime Hours)		10	Hours		
5.15	Bobcat, Skidsteer, Establishment		4	Each		
5.16	Bobcat, Skidsteer, De-Establish		4	Each		
Bobcat Loader Total:						
5.17	Hire, Vibrating Roller, 10 Ton, Smooth Drum (Normal Hours)	6	2520	Hours		
5.18	Hire, Vibrating Roller, 10 Ton, Smooth Drum (Overtime Hours)		644	Hours		
5.19	Vibrating Roller, 10 Ton, Establishment		25	Each		
5.20	Vibrating Roller, 10 Ton, De-Establishment		25	Each		
10 Ton Roller Total:						
5.21	Hire, Truck; Water Tanker, 10 000 Lt, (Normal Hours)	9	5024	Hours		
5.22	Hire, Truck; Water Tanker, 10 000 Lt, (Overtime Hours)		1272	Hours		
5.23	Water Tanker, 10 000 Lt, Establishments		81	Each		
5.24	Water Tanker, 10 000 Lt, De-Establishments		81	Each		
Water T anker Total:						
5.25	Hire, Machine Grader, 140 (Normal Hours)	6	3186	Hours		
5.26	Hire, Machine Grader, 140 (Overtime Hours)		1080	Hours		
5.27	Machine Grader, 140, Establishment		33	Each		
5.28	Machine Grader, 140, De-Establish		33	Each		
140 Grader Total:						

Respondent's Signature

Date & Company Stamp

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Item No:	Description / Type of Equipment	Estimated Nr of Plant	Estimated Qty / Hires / Service	Unit of Measure	Unit / Hourly Rate	Total Line-Item Value
5.29	Hire, 950, Front-End-Loader (Normal Hours)	6	4500	Hours		
5.30	Hire, 950, Front-End-Loader (Overtime Hours)		936	Hours		
5.31	950, Front-End-Loader (F.E.L.), Establishment		65	Each		
5.32	950, Front-End-Loader (F.E.L.), De-Establishment		65	Each		
950 F.E.L. Total:						
5.33	Hire, Scoop Type, 40 Ton Excavator (Normal Hours)	1	60	Hours		
5.34	Hire, Scoop Type, 40 Ton Excavator (Overtime Hours)		180	Hours		
5.35	40 Ton Excavator, Establishment		4	Each		
5.36	40 Ton Excavator, De-Establishment		4	Each		
40T Excavator Total:						
5.37	Hire, Bulldozer, D4/D6 Dozer (Normal Hours)	2	900	Hours		
5.38	Hire, Bulldozer, D4/D6 Dozer (Overtime Hours)		200	Hours		
5.39	D4/D6 Dozer, Establishments		6	Each		
5.40	D4/D6 Dozer, De-Establishments		6	Each		
D4 / D6 Dozer Total						
5.41	Hire, Bulldozer, 30 Ton Excavator, with Breaker (Normal Hours)	2	432	Hours		
5.42	Hire, Bulldozer, 30 Ton Excavator, with Breaker (Overtime Hours)		192	Hours		
5.43	30 Ton Excavator, with Breaker, Establishment		4	Each		
5.44	30 Ton Excavator, with Breaker, De-Establishment		4	Each		
30 Ton Excavator Total:						
GRAND TOTAL, for the Koedoespoort Area, Exclusive of VAT:						
VAT 15% (if applicable)						
GRAND TOTAL, for the Koedoespoort Area, Inclusive of VAT:						

Respondent's Signature

Date & Company Stamp

6. SUMMARY / TOTAL VALUE OF YOUR SUBMISSION FOR ALL FIVE AREAS.

(The Five Areas are: Richards Bay, Empangeni, Vryheid, Ermelo and Koedoespoort.)

GRAND TOTAL, for RICHARDS BAY Price Schedules, Exclusive of VAT:	
GRAND TOTAL, for EMPANGENI Price Schedules, Exclusive of VAT:	
GRAND TOTAL, for VRYHEID Price Schedules, Exclusive of VAT:	
GRAND TOTAL, for ERMELO Price Schedules, Exclusive of VAT:	
GRAND TOTAL, for KOEDOESPOORT Price Schedules, Exclusive of VAT:	
GRAND TOTAL, for all five AREAS, Exclusive of VAT:	
VAT 15% (if applicable)	
GRAND TOTAL, for all five AREAS, Inclusive of VAT:	

Respondents are to note that Transnet will round off final pricing scores to the nearest 2 (two) decimal places.

Notes to Pricing:

- a) Respondents are to note that if the price offered by the highest scoring bidder is not market-related, Transnet may not award the contract to that Respondent. Transnet may-
 - (i) negotiate a market-related price with the Respondent scoring the highest points or cancel the RFP;
 - (ii) if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFP;
 - (iii) if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFP.

If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet must cancel the RFP.
- b) Prices must be quoted in South African Rand inclusive of VAT.
- c) **Respondents do not have to price for all areas but, all Price Schedules for each Area quoted must be fully priced. Failure to price all line items per area, will result in the Respondent's disqualification.** (Transnet's intention is to award, to the highest ranked Bidder, per area for all the Price Schedules in that specific area.) (Appoint a Service Provider per area.)
- d) Respondents will be required to complete all pricing schedules per area, for each area that they are interested to quote for in the RFP. The RFP has been split into 5 different areas.
- e) Refer to the five areas (Richards Bay, Empangeni, Vryheid, Ermelo and Koedoespoort.) and their Price Schedules in the RFP Document.
- f) Final Price scores will be rounded off to the nearest 2 (two) decimal places.
- g) Transnet will evaluate all Price Schedule per area separately. The award will be made per area for all Price Schedule in that specific area, to the highest scoring bidder for each area.
- h) All supporting documents must be marked with the relative area to indicate the support to that specific area, and the same supporting documents cannot be used for multiple pricing areas.
- i) Any disbursement not specifically priced for will not be considered/accepted by Transnet.

Respondent's Signature

Date & Company Stamp

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- j) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- k) Bidders are advised that they take responsibility for submitting quotations that are correct and without any arithmetical errors. All line items must reflect the correct unit price and total price, after taking into account all pricing factors. The sum of all line items must correctly reflect the total of all line items, without VAT and including VAT. Transnet reserves the right to disqualify bidders that submit bid offers with arithmetical errors.
- l) Quantities given are estimates only. Any orders resulting from this RFP will be on an "as and when required" basis.
- m) Prices are to be quoted on a delivered basis to the various areas listed in each Price Schedule.
- n) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- o) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed a period of 12 months, subject thereafter to adjustment (i.e. after the initial period of 12 months), the Respondent may apply for a price adjustment, if needed. (Utilizing a price index/indices/adjustment formula.) [Not to be confused with bid validity period Section 2, clause 1]

YES	
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1. DISCLOSURE OF CONTRACT INFORMATION

PRICES TENDERED

Respondents are to note that, on award of business, Transnet is required to publish the outcome of the RFQ and information of the successful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za), as required per National Treasury Instruction Note 09 of 2022/2023.

JOHANNESBURG STOCK EXCHANGE DEBT LISTING REQUIREMENTS

Transnet may also be required to disclose information relating to the subsequent contract i.e. the name of the company, goods/services provided by the company, the value and duration of the contract, etc. in compliance with the Johannesburg Stock Exchange (JSE) Debt Listing Requirements.

DOMESTIC PROMINENT INFLUENTIAL PERSONS (DPIP) OR FOREIGN PROMINENT PUBLIC OFFICIALS (FPPO)

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

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

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

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

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

2. "AS AND WHEN REQUIRED" CONTRACTS

- 2.1 Purchase orders will be placed on the Service provider(s) from time to time as and when Goods/Services are required.
- 2.2 Transnet reserves the right to place purchase orders until the last day of the contract for deliveries to be effected, within the delivery period / lead time specified, beyond the expiry date of the contract under the same terms and conditions as agreed upon.
- 2.3 Delivery requirements may be stipulated in purchase orders and scheduled deliveries may be called for. However, delivery periods and maximum monthly rates of delivery offered by the Respondents will be used as guidelines in establishing lead times and monthly delivery requirements with the Supplier.
- 2.4 The Respondent must state hereunder its annual holiday closedown period [if applicable] and whether this period has been included in the delivery lead time offered:

- 2.5 Respondents are required to indicate below the action that the Respondent proposes to take to ensure continuity of supply during non-working days or holidays.

3. NATIONAL RAILWAY SAFETY REGULATOR ACT

In compliance with the National Railway Safety Regulator Act, 16 of 2002, the successful Respondent [**the Supplier**] shall ensure that the Goods to be supplied to Transnet, under the terms and conditions of a contract between the parties, comply fully with the specifications as set out in Annexure B Scope of requirement of this RFP, and shall also adhere to railway safety requirements and/or regulations [as applicable]. Permission for the engagement of a subcontractor by the Supplier, as applicable, both initially and during the course of

Returnable document

a contract, shall be subject to a review of the capability of the proposed subcontractor to comply with the specified railway safety requirements and/or regulations. The Supplier and/or its subcontractor shall grant Transnet access, during the term of the contract, to review any safety-related activities, including the coordination of such activities across all parts of the organisation.

Accepted:

YES	
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NO	
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4. SERVICE LEVELS

- 4.1 An experienced national account representative(s) is required to work with Transnet’s procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 4.2 Transnet will have quarterly reviews with the Service provider’s account representative on an on-going basis.
- 4.3 Transnet reserves the right to request that any member of the Service provider’s team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 4.4 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:
 - a) Random checks on compliance with quality/quantity/specifications
 - b) On-time delivery

If the Service provider does not achieve this level as an average over each quarter, Transnet will receive a 1.5% [one and a half per cent] rebate on quarterly sales payable in the next quarter

- 4.5 The Service provider must provide a telephone number for customer service calls.
- 4.6 Failure of the Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days’ notice to the Service provider of its intention to do so.

Acceptance of Service Levels:

YES	
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NO	
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5. RISK

Respondents must elaborate on the control measures put in place by their entity, which would mitigate the risk to Transnet pertaining to potential non-performance by the Respondent, in relation to:

5.1 Quality and specification of Goods/Services delivered:

5.2 Continuity of supply:

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5.3 Compliance with the Occupational Health and Safety Act, 85 of 1993:

5.4 Compliance with the National Railway Safety Regulator Act, 16 of 2002:

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date & Company Stamp

SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS

I/We _____
[name of entity, company, close corporation or partnership] of [full address]

_____ carrying on business trading/operating as

represented by _____

in my capacity as _____

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, dated _____ to enter into, sign execute and complete any documents relating to this proposal and any subsequent Agreement. The following list of persons are hereby authorised to negotiate on behalf of the abovementioned entity, should Transnet decide to enter into Post Tender Negotiations with highest ranked bidder(s).

FULL NAME(S)	CAPACITY	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I/We hereby offer to supply/provide the abovementioned Goods/Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.

I/We agree to be bound by those conditions in Transnet's:

- (i) Master Agreement (which may be subject to amendment at Transnet's discretion if applicable);
- (ii) General Bid Conditions; and
- (iii) any other standard or special conditions mentioned and/or embodied in this Request for Proposal.

I/We accept that unless Transnet should otherwise decide and so inform me/us in the letter of award, this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us.

Should Transnet decide that a formal contract should be signed and so inform me/us in a letter of award [the **Letter of Award**], this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence] together with Transnet's Letter of Award, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply/provision of Goods/Services within 7 [seven] days thereafter, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

Respondent's Signature

Date & Company Stamp

Returnable document

Furthermore, I/we agree to a penalty clause/s which will allow Transnet to invoke a penalty against us for non-compliance with material terms of this RFP including the delayed delivery of the Goods/Services due to non-performance by ourselves, , etc.

I/we agree that non-compliance with any of the material terms of this RFP, including those mentioned above, will constitute a material breach of contract and provide Transnet with cause for cancellation.

ADDRESS FOR NOTICES

The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFP. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder the name of their authorised representative in the Republic of South Africa who has the power of attorney to sign any contract which may have to be entered into in the event of their Proposal being accepted and to act on their behalf in all matters relating to such contract.

Respondent to indicate the details of its *domicilium citandi et executandi* hereunder:

Name of Entity:

Facsimile: _____

Address: _____

NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract(s), the successful Respondent [**the Supplier/Service provider**] will be informed of the acceptance of its Proposal. Transnet will also publish the outcome of the tender, including successful and unsuccessful bidders, in the National Treasury e-tender portal. Any unsuccessful bidder has a right to request reasons for the bid not to be successful and Transnet has a duty to provide those reasons on receipt of the request from the bidder.

VALIDITY PERIOD

Transnet requires a validity period of 180 Business Days [from closing date] against this RFP, excluding the first day and including the last day. (Validity date: 10 March 2027.)

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

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

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

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

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

RETURNABLE DOCUMENTS

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below. There are three types of returnable documents as indicated below and Respondents are urged to ensure that these documents are returned with their bids based on the consequences of non-submission as indicated below:

Mandatory Returnable Documents	<i>Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFP <u>will</u> result in a Respondent's disqualification.</i>
Returnable Documents Used for Scoring	<i>Failure to provide all Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion.</i>
Essential Returnable Documents	<i>Failure to provide essential Returnable Documents <u>will</u> result in Transnet affording Respondents a further opportunity to submit by a set deadline. Should a Respondent thereafter fail to submit the requested documents, this may result in a Respondent's disqualification.</i>

All Returnable Sections, as indicated in the header and footer of the relevant pages, must be signed, stamped and dated by the Respondent.

a) Mandatory Returnable Documents

Respondents are required to submit with their bid submissions the following **Mandatory Returnable Documents**, and also to confirm submission of these documents by so indicating [Yes or No] in the tables below:

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
SECTION 4: Pricing and Delivery Schedule	
Bank guarantee or bank letter on confirmation of available balance and a bank statement confirming transactions and balance.	

b) Returnable Documents Used for Scoring

In addition to the requirements of section (a) above, Respondents are further required to submit with their Proposals the following **Returnable Documents Used for Scoring** and also to confirm submission of these documents by so indicating [Yes or No] in the table below:

RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]
Respondent's valid proof of evidence to claim points for compliance with Specific Goals' requirements as stipulated in Section 9 of this RFP	
B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline	
B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate	
Proof of Registered address of entity, as a Municipal Water & Lights Bill of the entity.	
Annexure B: Technical Submission/Questionnaire must be duly and correctly completed. <u>Documented Proof to be submitted by Bidders for evaluation purposes.</u>	
1. Operational experience Reference letters and/or completion certificates and both to be accompanied by a purchase order, for equivalent or bigger size projects, not older than 5 years.	

Returnable document

RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]
<p>2. Number, Quality / Age and Ownership of equipment</p> <p>2.1 Number and Age of Equipment available to Transnet - Complete Point: 2.1 in Annexure B and declare the number of Plant/Earthmoving Equipment available to Transnet during this twenty-four [24]-month period and declare the average age of each plant/earthmoving equipment quoted for. Bidders to submit valid certificate of registration or invoice or purchase documents or leasing agreements or agreements of intent for all earthmoving equipment numbers and types of equipment quoted for, per area. All supporting documents must be numbered with the relative Price Schedule and Line-Item Number to indicate the support to that specific Line Item, and the same supporting documents cannot be used for multiple pricing areas.</p>	
<p>2.2 Earthmoving Equipment ownership - Complete Point: 2.2 in Annexure B and declare the number of Plant/Earthmoving Equipment available to Transnet during this twenty-four [24]-month period and declare the average age of each plant/earthmoving equipment quoted for. (Proof to be submitted in form of certificates of registration and or a letter of intent to indicate the lease or subcontracting of every equipment quoted for. All supporting documents must be numbered with the relative Price Schedule and Line-Item Number to indicate the support to that specific Line Item, and the same supporting documents cannot be used for multiple pricing areas.)</p>	
<p>3. Equipment Lead Time</p> <p>Complete Point: 3 in Annexure B, TRIM require all plant/equipment within two [2] day after each PO has been received by the Bidder.) Lead times that are more than two [2] days will negatively influence the Bidder's score/rating.</p>	

c) Essential Returnable Documents:

Respondents are further required to submit the following **Essential Returnable Documents** with their RFP and to confirm submission of these documents by so indicating [Yes or No] in the table below:

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
SECTION 1: SBD1 FORM	
SECTION 5: Proposal Form and List of Returnable documents	
SECTION 6: RFP Declaration Certificate of Acquaintance & Breach of Law Form with RFP	
SECTION 7: RFP clarification request form	
SECTION 8: Specific goals points claim form	
SECTION 9: For Condition of Contract-Subcontracting Form	
SECTION 10: Protection of Personal Information	
CSD Registration report	
Annexure C: Scope Of Work for Earth Moving Plant	
Annexure H: List of suburbs / areas where plant will be operating	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, for the duration of any contract emanating from this RFP. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement immediately without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____
Name _____

2 _____
Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 6: RFP DECLARATION CERTIFICATE OF ACQUAINTANCE & BREACH OF LAW FORM WITH RFP

By signing this certificate, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFP. This includes those terms and conditions contained in any printed form stated to form part hereof, including but not limited to the documents stated below. As such, Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such term or condition or failed properly to take it into account for the purpose of calculating tendered prices or any other purpose:

1	Transnet's General Bid Conditions
2	Master Agreement and SLA attached
3	Transnet's Supplier Integrity Pact
4	Non-disclosure Agreement
5	Specifications and drawings attached to this RFP

Note: Should a Respondent be successful and awarded the bid, they will be required to complete a Supplier Declaration Form for registration as a vendor onto the Transnet vendor master database.

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFP unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be. A material deviation from any term or condition may result in disqualification.

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

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

We hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFP Clarification purposes;
2. We have received all information we deemed necessary for the completion of this Request for Proposal [**RFP**];
3. We have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Goods/Services as well as Transnet information and Employees, and have had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.

Returnable document

4. At no stage have we received additional information relating to the subject matter of this RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents;
5. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements requested from Bidders in responding to this RFP have been conducted in a fair and transparent manner;
6. We have complied with all obligations of the Bidder/Supplier as indicated in the Transnet Supplier Integrity which includes but are not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with Transnet;
7. we declare that an owner / member / director / partner / shareholder/employee of our entity **has / has not been** [delete as applicable] a former employee or board member of Transnet in the past 10 years. I further declare that if they were a former employee or board member of Transnet in the past 10 years that they **were/were not** involved in the bid preparation or had access to the information related to this RFP; and
8. If such a relationship as indicated in paragraph 7, exists, the Respondent is to complete the following section:

FULL NAME OF OWNER/MEMBER/DIRECTOR/
PARTNER/SHAREHOLDER/EMPLOYEE:

ADDRESS:

Indicate nature of relationship with Transnet:

[Failure to furnish complete and accurate information in this regard will lead to the disqualification of a response and may preclude a Respondent from doing future business with Transnet. Information provided in the declarations may be used by Transnet and/or its affiliates to verify the correctness of the information provided]

9. 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 entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

BIDDER'S DISCLOSURE (SBD4)

12 PURPOSE OF THE FORM

12.1 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.

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

13 Bidder’s declaration

13.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

13.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

13.2.1. If so, furnish particulars:

.....

13.3 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

13.3.1. If so, furnish particulars:

.....

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

14 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:

- 14.1 I have read and I understand the contents of this disclosure;
- 14.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 14.3 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 consortium² will not be construed as collusive bidding.
- 14.4 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.
- 14.5 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.
- 14.6 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.
- 14.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 12, 13 and 14 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.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

BREACH OF LAW

We further hereby certify that *I/we* (the bidding entity and/or any of its directors, members or partners) **have/have not been** [delete as applicable] 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 Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

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 Respondent from the bidding process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

SIGNED at _____ on this ____ day of _____ 20__

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC
Place:	Registration Name of Company/CC

SECTION 8 : SPECIFIC GOALS 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 of as per the table below.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000.

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 Transnet preferential procurement policy.

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

	POINTS
PRICE	80/90
B-BBEE STATUS LEVEL OF CONTRIBUTION (Total of 10 points.)	20/10
<ul style="list-style-type: none"> • B-BBEE Level of contributor – Level 1 or 2 • Entities that are at least 30% Black Women Owned • Entities that are at least 51% Black Owned • The Promotion of Enterprises located in a specific municipal area, including rural areas, for work to be done or services to be rendered in that specific municipal area. (See Annexure: H, for the list of the areas where the plant will be required to operate.) • Non-Compliant and/or B-BBEE Level 3-8 contributors 	<p>4/2</p> <p>4/2</p> <p>4/2</p> <p>8/4</p> <p>0</p>
Total points for Price and Specific Goals must not exceed	100

1.5 Failure on the part of a bidder to submit proof of evidence for any of the specific goals together with the bid will be interpreted to mean that preference points 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;

Returnable document

- (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) **"Ownership"** means 51% black ownership
- (e) **"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;
- (f) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"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);
- (h) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (i) **"Price"** includes all applicable taxes less all unconditional discounts.
- (j) **"Proof of B-BBEE Status Level of Contributor"**
 - i) the B-BBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (k) **"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);
- (l) **"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.
- (m) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$PS = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ OR } PS = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

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

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

3.2

Selected Specific Goal	Number of points allocated (10)
B-BBEE Level of contributor (1 or 2)	2
Entities that are at least 51% Black Owned	2
Entities that are at least 30% Black Women owned	2
The promotion of enterprises located in the following specific municipal area for work to be done <ul style="list-style-type: none"> • Richards Bay / Empangeni and 60 Km Surrounding areas. (King Cetshwayo Municipal district.) • Vryheid and 60Km Surrounding areas. (Abaqulusi Municipal district.) • Ermelo and 60Km Surrounding areas. (Mkhondo Municipal district.) • Koedoespoort and 60Km Surrounding areas. (Tshwane Municipal district.) 	4
Non-Compliant and/or B-BBEE Level 3-8 contributors.	0

Or

Selected Specific Goal	Number of points allocated (20)
B-BBEE Level of contributor (1 or 2)	4
Entities that are at least 51% Black Owned	4
Entities that are at least 30% Black Woman Owned	4
The promotion of enterprises located in the following specific municipal area for work to be done <ul style="list-style-type: none"> • Richards Bay / Empangeni and 60 Km Surrounding areas. (King Cetshwayo Municipal district.) • Vryheid and 60Km Surrounding areas. (Abaqulusi Municipal district.) • Ermelo and 60Km Surrounding areas. (Mkhondo Municipal district.) • Koedoespoort and 60Km Surrounding areas. (Tshwane Municipal district.) 	8
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

Note: Either the 80/20 or 90/10 preference point system will apply. The lowest acceptable bid will determine the preference point system per area. Refer to the five areas (Richards Bay, Empangeni, Vryheid, Ermelo and Koedoespoort.)

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:

Returnable document

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
30% Black Women Owned Entities	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
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
The promotion of enterprises located in a specific province/region/municipal area for work to be done or services to be rendered in that province / region / municipal area (See Annexure: H Point: 2.5.3, for a list of the areas.)	CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines and Proof Registered address of entity (Municipal Water & Lights Bill / Statement)

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 .]
EME³	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.

4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

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

6.1 B-BBEE Status Level of Contribution: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

7.1.1 If yes, indicate:

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

(*Tick applicable box*)

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

v) Specify, by ticking the appropriate box, if subcontracting with any of the following enterprises:

: An EME or QSE which is at last 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

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 [TICK APPLICABLE BOX]

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

- Manufacturer
- Supplier
- Professional Service provider
- Other Service providers, e.g. transporter, etc.

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

Returnable document

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 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 or any other matter required in terms of the Preferential Procurement Regulations, 2022 which will affect or has affected the evaluation of a bid the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (f) forward the matter for criminal prosecution.

WITNESSES
1.
2.

..... SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS

SECTION 9: FOR CONDITION OF CONTRACT-SUBCONTRACTING FORM

Bidder will be contractually required to sub-contract a minimum of 30% of the contract to any entity to an EME and or QSE which is:

- At least 51% owned by black people
- At least 51% owned by black people who are women
- At least 51% owned by black people who are youth
- At least 51% owned by black people living with disabilities
- At least 51% owned by black people living in rural or underdeveloped areas or townships
- A co-operative which is at least 51% owned by black people

Subcontracting opportunities might be amongst others; Accommodation for equipment operators, Food and beverages for equipment operators, hiring of earthmoving equipment or provision of fuel.

Refer to Annexure H - List of Suburbs / Areas Where Plant Will Be Operating

The Respondent is to ensure that the following is completed and attached to this form:

a) Subcontractor’s valid proof of B-BBEE status;

b) Name of subcontractor/s and Company Registration number:

	Subcontractor Legal Name	Company Registration Number	EME/QSE	B-BBEE Level	CSD Number
1					
2					
3					
4					
5					

c) Work to be subcontracted:

Subcontractor	Work to be performed by subcontractor (Please specify)	Percentage of contract that will be subcontracted	Firm Experience (No. of Years)	Current Clients (Provide signed reference letters for each client listed)
1				
2				
3				
4				
5				

SECTION 10: PROTECTION OF PERSONAL INFORMATION

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

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

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

Returnable document

accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.

10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this RFP, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFP and further confirming that they are aware of their rights in terms of Section 5 of POPIA

Respondents are required to provide consent below:

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

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

Signature of Respondent's authorised representative: _____

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

ANNEXURE A: TECHNICAL PRE-QUALIFICATION CRITERIA BANK GUARANTEE

PREQUALIFICATION

Bank Guarantee or Bank letter on confirmation of available balance and a bank statement confirming transactions and balance..

Bank Guarantee

A bank guarantee must be issued by registered bank in South Africa in terms Bank Act.

The Guarantee shall be deemed to have been released to the bidder upon award of the contract.

Or

Confirmation of available balance

A bank letter and bank statement must be issued by a registered bank in South Africa in terms Bank Act.

Bank letter on confirmation of available balance and a bank statement (not older than 15 days) confirming transactions and balance..

MANDATORY REQUIREMENTS

A bank guarantee or Bank letter on confirmation of available balance and a bank statement confirming transactions and balance for each area/pricing schedule(s) submitted.

(No bank guarantee or Bank letter on confirmation of available balance and a bank statement (older than 15 days) confirming transactions and balance for the value outlined under financial viability requirement will result in your bid to be non-responsive) (See point a in the Scope of Requirements below.)

SCOPE OF REQUIREMENTS

Transnet is calling for proposals from Suppliers who are eligible to submit proposals for the **Provision of various Plant – Earthmoving Equipment to the North Corridor on an as and when required basis for 24 months – RFP No: HOAC-VAR-57823-EQ-299**), as required in this tender.

Supplier/s will be required to provide Plant – Earthmoving Equipment to the below-mentioned depots.

Objective: This approach is designed to ensure the security of rendering the service during Transnet upcoming annual shutdown, where planned maintenance and infrastructure upgrades depend on the timely and uninterrupted delivery of plant – earthmoving equipment.

Financial Viability Requirement

To ensure that bidders possess the necessary financial capacity to successfully execute the contract, the following documentation must be submitted as part of the bid:

- a) Bidders are required to provide a **bank guarantee or Bank letter on confirmation of available balance and a bank statement (not older than 15 days) confirming transactions and balance, from a Registered South African Bank.**

The bank guarantee and the bank letter on confirmation of available balances must demonstrate that the bidder has sufficient financial resources to execute the contract requirements, this financial capacity must meet or exceed the minimum thresholds applicable to each area for which the bidder is submitting a quotation.

Area/pricing schedule	Financial Viability Requirement: Minimum Bank Guarantee	Bank Guarantee is attached: [Yes/No]
Richards Bay	R 6 723 338,45	
Empangeni	R 1 808 364,41	
Vryheid	R 5 819 532,31	
Ermelo	R 4 501 242,73	
Koedoespoort	R 2 153 131,82	
Total	R 21 005 609,72	

ANNEXURE B: TECHNICAL SUBMISSION/QUESTIONNAIRE

This Annexure will be evaluated under Step Three -Technical/Functionality Criteria

1. Operational experience (20%)

Tenderers to submit the number of projects awarded & completed where earthmoving equipment was provided, for successful completion of equivalent or bigger size projects with contactable references. Proof to be submitted in the form of reference letters and/or completion certificates, both to be accompanied by a purchase order as a supporting document.

Reference letters and completion certificates must be on the referral company’s official letterhead, that includes their physical address, and each referral must contain the following:

Phone number, E-mail address, Value of work, Number off and description of each equipment used on that specific referral and name of contact person.

Note: Respondents will be evaluated on the above reference documents submitted and not on the contents of the table below. The table will be used for easy reference only.

Respondents to complete the below table to support the proof of experience mentioned above:

Number	Company name	Contact person	Contact number	Date work done	Project description as per proof submitted	Equipment used on the project
1						
2						
3						
4						

Respondent’s Signature

Date & Company Stamp

Number	Company name	Contact person	Contact number	Date work done	Project description as per proof submitted	Equipment used on the project
5						
6						

The scoring of the Operational experience requirements will be as follows:

Points Available	Scoring criteria
20 Points	Tenderer submitted qualifying proof of experience for three [3] or more completed projects where they provided earthmoving equipment for equivalent or bigger size projects.
10 Points	Tenderer submitted qualifying proof of experience for less than three [3] completed projects where they provided earthmoving equipment for equivalent or bigger size projects.
0 Points	Tenderer submitted proof older than 5 years or did not submit any qualifying proof of their experience for three [3] or more completed Projects and/or submitted incomplete letters / certificates and/or their size of the work done is not equivalent or more than this RFPs price schedules per area for the provision of their earthmoving equipment.

* All percentages shown in the scoring guidelines in the adjacent table has been rounded off.

NOTE: The evaluation will be done per area.

- **Richards Bay**
- **Empangeni**
- **Vryheid**
- **Ermelo**
- **Koedoespoort**

Respondent's Signature

Date & Company Stamp

2. Number, Quality / Age and ownership of equipment (Total of 60%.)

2.1 The Number and Age of Equipment available to Transnet (30%)

Tenderers to submit the availability of equipment required to execute the work. Availability to be confirmed in declaration in ANNEXURE B.

The age of all the earthmoving equipment to be deployed, must not be older than 15 years.

Tenderers must submit individual and valid Certificates of Registration / Invoice or Purchase documents / leasing agreement or subcontracting or agreements of intent for all the equipment types quoted for, per price schedule in each area.

N.B. The same (Duplicated.) Certificates of Registration / Invoice or Purchase documents / Lease Agreement, cannot be submitted for every area as the **Suppliers might be required to provide all the plant per area at the same time**, as Transnet's projects are running concurrently with overlapping periods.

Where earthmoving equipment does not require a certificate of registration, a copy of the invoice or purchase document will be required.

Where equipment will be rented / leased / subcontracted, the certificate of registration or invoice or purchase documents or leasing agreements must be obtained from the rental / subcontracted company and an MOU (Memorandum of Understanding) with the rental company, to lease each equipment, must be submitted with your bid offer for each equipment rented / leased / subcontracted, if not owned by the Bidder.

Memorandum of Understanding and plant lease agreements or agreements of intent must comply with the following:

- The MOU/Lease agreement shall be on the Company's official letterhead.
- It shall state the bidder's company name.
- It shall quote the RFP number and area.
- It shall be dated.
- It shall be signed by both parties. (Bidder and Leaser.)
- It shall list all plant items with number of equipment which will be provided to the Bidder.

Note: The age of the equipment will be determined by the date of liability of first licensing of the machine on the certificate of registration or invoice date for machines that don't have to be registered

Where machines will be rented or sub-hired, to be supplied to Transnet for these Price Schedules, the certificate of registration must be obtained from the rental company and submitted with your bid offer for each equipment rented or not owned by the Bidder. The same documents cannot be used for multiple pricing schedules/area's

NOTE: The evaluation will be done per area.

- **Richards Bay**
- **Empangeni**
- **Vryheid**
- **Ermelo**
- **Koedoespoort**

All supporting documents must be marked with the relevant area to indicate the support to that specific area, and the same supporting documents cannot be used for multiple areas.

Price Schedule 1 – All Project Location in the Richards Bay and +/- 60Km Surrounding area.	Declare the number of plant available for this project/RFP	Declare the average age of the equipment. Indicate in the table below the number of equipment ≤ 15 years and the number > 15 years		Certificates of registration / invoice or purchase documents / letter of intent to lease the equipment and Copy of Leas Agreement Submitted? Yes or No
		≤15 years	>15 years	
18 x Hire, Truck; Tipper 10m3				
6 x Hire, Bulldozer, Earth Moving; 4x4 TLB				
4 x Hire, Loader, Scoop Type; 30 Ton Excavators				
5 x Hire, 10 Ton S/Drum Vibrating Rollers				
7 x Hire, Truck, Tanker; Water 10 000 Lt				
5 x Hire, Machine; Grader 140				
6 x Hire, Bulldozer, 950 Front-End Loader				
4 x Hire, Bulldozer, Dozer D4/D6				
2 x Hire, 30 Ton Excavators with Breaker.				
3 x Hire, 8 Ton Truck; Crane Tanker, with 5 Ton Crane				

Price Schedule 2 – Project Location in the Empangeni and +/- 60Km Surrounding area.	Declare the number of plant available for this project/RFP	Declare the average age of the equipment. Indicate in the table below the number of equipment ≤ 15 years and the number > 15 years		Certificates of registration / invoice or purchase documents / letter of intent to lease the equipment and Copy of Leas Agreement Submitted? Yes or No
		≤15 years	>15 years	
31 x Hire, Truck; Tipper 10m3				
50 x Hire, Bulldozer, Earth Moving; 4x4 TLB				
6 x Hire, Loader; Front End Loader				
25 x Hire, Loader, Scoop Type; 30 Ton Excavators				
9 x Hire, Roller; Smooth drum, Vibrating, 10T				
12 x Hire, Truck, Tanker; Water 10 000 Lt				
25 x Hire, Machine; Grader 140				
1 x Hire, Bulldozer, Earth Moving; D4 Dozer				
2 x Hire, Loader, 30 Ton Excavators with Breaker				
2 x Hire, 8 Ton Truck; Crane Tanker, with 5 Ton Crane				

Price Schedule 3 – Project Location in the Vryheid and +/- 60Km Surrounding area.	Declare the number of plant available for this project/RFP	Declare the average age of the equipment. Indicate in the table below the number of equipment ≤ 15 years and the number > 15 years		Certificates of registration / invoice or purchase documents / letter of intent to lease the equipment and Copy of Leas Agreement Submitted? Yes or No
		≤15 years	>15 years	
22 x Hire, Truck; Tipper 10m3				
12 x Hire, Bulldozer, Earth Moving; 4x4 TLB				
1 x Hire, Loader; Front End Loader				
6 x Hire, Bulldozer, Earth Moving; Scoop 30 Ton Excavator				
1 x Hire, Bobcat Loader, Skidsteer				
2 x Hire, Roller; Vibrating 15T, Smooth Drum				
4 x Hire, Roller; Vibrating 10T, Smooth Drum				
6 x Hire, Truck, Tanker; Water 10 000 Lt				
6 x Hire, Machine; Grader 140				
2 x Hire, Bulldozer, Earth Moving; D4 / D6 Dozers				
2 x Hire, Bulldozer, Earth Moving; 30 Ton Excavator with Pecker				
4 x Hire, 8 Ton Truck; Crane Tanker, with 5 Ton Crane				

Price Schedule 4 – Project Location in the Ermelo and +/- 60Km Surrounding area.	Declare the number of plant available for this project/RFP	Declare the average age of the equipment. Indicate in the table below the number of equipment ≤ 15 years and the number > 15 years		Certificates of registration / invoice or purchase documents / letter of intent to lease the equipment and Copy of Leas Agreement Submitted? Yes or No
		≤15 years	>15 years	
34 x Hire, Truck; Tipper 10m3				
8 x Hire, Bulldozer, Earth Moving; 4x4 TLB				
6 x Hire, Bulldozer, Front-End Loader				
10 x Hire, Loader, Scoop Excavators 30T				
7 x Hire, Roller; Vibrating 10T, Smooth Drum				
9 x Hire, Truck, Tanker; Water 10 000 Lt				
9 x Hire, Machine; Grader 140				
6 x Hire, Bulldozer, Earth Moving; D4/D6 Dozer				

Respondent's Signature

Date & Company Stamp

Price Schedule 5 – Project Location in the Koedoespoort and +/- 60Km Surrounding area.	Declare the number of plant available for this project/RFP	Declare the average age of the equipment. Indicate in the table below the number of equipment ≤ 15 years and the number > 15 years		Certificates of registration / invoice or purchase documents / letter of intent to lease the equipment and Copy of Leas Agreement Submitted? Yes or No
		≤15 years	>15 years	
24 x Hire, Truck; Tipper 10m3				
9 x Hire, Bulldozer, Earth Moving; 4x4 TLB				
6 x Hire, Loader, Scoop Excavators 30T				
2 x Hire, Bobcat Loader, Skidsteer				
6 x Hire, Roller; Vibrating 10T, Smooth Drum				
9 x Hire, Truck, Tanker; Water 10 000 Lt				
6 x Hire, Machine; Grader 140				
6 x Hire, Bulldozer, 950 Front-End Loader				
1 x Hire, Loader, Scoop Type; Excavators 40T				
2 x Hire, Bulldozer, Earth Moving; D4/D6 Dozer				
2 x Hire, Loader, 30 Ton Excavators with Breaker				

The scoring of the Equipment availability requirements will be as follows:

Scoring if bidding for per Price schedule/area:

Points Available	Scoring criteria
30 Points	100% of equipment available via subcontracting, leasing or ownership and are not older than 15 years
20 Point	90% up to 99% of equipment available via subcontracting, leasing, renting, MOU or ownership and are not older than 15 years
10 Points	>50% up to <90% of equipment available via subcontracting, leasing, renting, MOU or ownership and are not older than 15 years
0 points	<50% of equipment available or the tenderer has submitted no information or inadequate information to determine a score

*** All percentages shown in the scoring guidelines in the above-mentioned tables has been rounded off.**

(Note: All supporting documents must be marked with the relevant area to indicate the support to that specific area, and the same supporting documents cannot be used for multiple areas.)

2.2. Earthmoving Equipment ownership (30%)

The tenderer must indicate the equipment available via ownership.

Note: Bidders are expected to have 100% of all equipment types available, with equal or more than 50% of these equipment types owned by the bidder, and the balance of the remaining equipment types, not

owned by the Bidder, must be clearly listed in a lease agreement / subcontracting agreement specific to this RFP / Project Requirement.

Proof to be submitted in form of valid certificate of registration or invoice or purchase documents or leasing agreements or rental agreements or subcontracting agreements for all earthmoving equipment types quoted for, per price schedule in each area.

Should equipment be leased, rented or subcontracted, the number and type of equipment must be listed on the letter. Failure to do so will result in a negative score.

There must be a certificate of registration for each equipment type per area that are owned.

Where equipment will be rented / leased / subcontracted, the certificate of registration or invoice or purchase documents or leasing agreements must be obtained from the rental / subcontracted company and an MOU (Memorandum of Understanding) with the rental company, to lease each equipment, must be submitted with your bid offer for each equipment rented / leased / subcontracted, if not owned by the Bidder.

The same documents cannot be used for multiple pricing areas. (Meaning, supporting documents submitted for one area cannot be submitted for any other area. If the same documents are submitted for more than one area, those documents will only qualify to be evaluated for one area.)

NOTE: The evaluation will be done per area.

- **Richards Bay**
- **Empangeni**
- **Vryheid**
- **Ermelo**
- **Koedoespoort**

All supporting documents must be numbered with the relative Price Schedule and Line-Item Number to indicate the support to that specific Line Item, and the same supporting documents cannot be used for multiple pricing areas.

Price Schedule 1 – All Project Location in the Richards Bay and +/- 60Km Surrounding area. (Ten [10] Equipment Types.)	Declare your plant owned or leased for this project/RFP		Did you submit all Certificates of registration / invoice or purchase documents / letter of intent to lease the equipment for each unit / equipment? Yes or No
	plant owned Yes/No	plant lease Yes/No	
Hire, Truck; Tipper 10m3			
Hire, Bulldozer, Earth Moving; 4x4 TLB			
Hire, Loader, Scoop Type; 30 Ton Excavators			
Hire, 10 Ton S/Drum Vibrating Rollers			
Hire, Truck, Tanker; Water 10 000 Lt			
Hire, Machine; Grader 140			
Hire, Bulldozer, 950 Front-End Loader			
Hire, Bulldozer, Dozer D4/D6			
Hire, 30 Ton Excavators with Breaker.			
Hire, 8 Ton Truck; Crane Tanker, with 5 Ton Crane			

Price Schedule 2 – Project Location in the Empangeni and +/- 60Km Surrounding area. (Ten [10] Equipment Types.)	Declare your plant owned or leased for this project/RFP		Did you submit all Certificates of registration / invoice or purchase documents / letter of intent to lease the equipment for each unit / equipment ?
	plant owned Yes/No	plant lease Yes/No	
Hire, Truck; Tipper 10m3			
Hire, Bulldozer, Earth Moving; 4x4 TLB			
Hire, Loader; Front End Loader			
Hire, Loader, Scoop Type; 30 Ton Excavators			
Hire, Roller; Smooth drum, Vibrating, 10T			
Hire, Truck, Tanker; Water 10 000 Lt			
Hire, Machine; Grader 140			
Hire, Bulldozer, Earth Moving; D4 Dozer			
Hire, Loader, 30 Ton Excavators with Breaker			
Hire, 8 Ton Truck; Crane Tanker, with 5 Ton Crane			

Price Schedule 3 – Project Location in the Vryheid and +/- 60Km Surrounding area. (Twelve [12] Equipment Types.)	Declare your plant owned or leased for this project/RFP		Did you submit all Certificates of registration / invoice or purchase documents / letter of intent to lease the equipment for each unit / equipment ?
	plant owned Yes/No	plant lease Yes/No	
Hire, Truck; Tipper 10m3			
Hire, Bulldozer, Earth Moving; 4x4 TLB			
Hire, Loader; Front End Loader			
Hire, Bulldozer, Earth Moving; Scoop 30 Ton Excavator			
Hire, Bobcat Loader, Skidsteer			
Hire, Roller; Vibrating 15T, Smooth Drum			
Hire, Roller; Vibrating 10T, Smooth Drum			
Hire, Truck, Tanker; Water 10 000 Lt			
Hire, Machine; Grader 140			
Hire, Bulldozer, Earth Moving; D4 / D6 Dozers			
Hire, Bulldozer, Earth Moving; 30 Ton Excavator with Pecker			
Hire, 8 Ton Truck; Crane Tanker, with 5 Ton Crane			

Respondent's Signature

Date & Company Stamp

Price Schedule 4 – Project Location in the Ermelo and +/- 60Km Surrounding area. (Eight [8] Equipment Types.)	Declare your plant owned or leased for this project/RFP		Did you submit all Certificates of registration / invoice or purchase documents / letter of intent to lease the equipment for each unit / equipment ?
	plant owned Yes/No	plant lease Yes/No	
Hire, Truck; Tipper 10m3			
Hire, Bulldozer, Earth Moving; 4x4 TLB			
Hire, Bulldozer, Front-End Loader			
Hire, Loader, Scoop Excavators 30T			
Hire, Roller; Vibrating 10T, Smooth Drum			
Hire, Truck, Tanker; Water 10 000 Lt			
Hire, Machine; Grader 140			
Hire, Bulldozer, Earth Moving; D4/D6 Dozer			

Price Schedule 5 – Project Location in the Koedoespoort and +/- 60Km Surrounding area. (Eleven [11] Equipment Types.)	Declare your plant owned or leased for this project/RFP		Did you submit all Certificates of registration / invoice or purchase documents / letter of intent to lease the equipment for each unit / equipment ?
	plant owned Yes/No	plant lease Yes/No	
Hire, Truck; Tipper 10m3			
Hire, Bulldozer, Earth Moving; 4x4 TLB			
Hire, Loader, Scoop Excavators 30T			
Hire, Bobcat Loader, Skidsteer			
Hire, Roller; Vibrating 10T, Smooth Drum			
Hire, Truck, Tanker; Water 10 000 Lt			
Hire, Machine; Grader 140			
Hire, Bulldozer, 950 Front-End Loader			
Hire, Loader, Scoop Type; Excavators 40T			
Hire, Bulldozer, Earth Moving; D4/D6 Dozer			
Hire, Loader, 30 Ton Excavators with Breaker			

The scoring of the Equipment ownership requirements will be as follows:

Scoring if bidding for per Price schedule/area:

Points Available	Scoring criteria
30 Points	100% of all equipment types available, with a minimum of 50% of these types owned by the bidder, and the balance of the remaining equipment types, not owned by the Bidder, must be clearly listed in a lease agreement / subcontracting agreement specific to this RFP / Project Requirement.
15 Point	100% of all equipment types available, but a minimum of 50% of the equipment types are not owned by the bidder, and the balance of the remaining equipment types are clearly listed in a lease agreement / subcontracting agreement specific to this RFP / Project Requirement.
0 points	Insufficient number of equipment per area are available and or less than 50 % of the equipment types are owned by the bidder.

*** All percentages shown in the scoring guidelines in the above-mentioned tables has been rounded off.**

(Note: The evaluation will be done per area. All supporting documents must be numbered with the area to indicate the support to that specific area, and the same supporting documents cannot be used for multiple pricing areas.)

3. Equipment lead time (20%)

Tenderers to submit accurate lead times for each Equipment type that are quoted for and proposed to be use during execution of the work for this project/RFP:

Lead time: Indicate the number of days to establish every equipment type to site, in each area quoted for, from the date of receiving instructions from the depots to deliver.

Price Schedule 1 – All Project Location in the Richards Bay and +/- 60Km Surrounding area.	Declare your effective days to delivery all equipment to each site listed in this area
18 x Hire, Truck; Tipper 10m3	
6 x Hire, Bulldozer, Earth Moving; 4x4 TLB	
4 x Hire, Loader, Scoop Type; 30 Ton Excavators	
5 x Hire, 10 Ton S/Drum Vibrating Rollers	
7 x Hire, Truck, Tanker; Water 10 000 Lt	
5 x Hire, Machine; Grader 140	
6 x Hire, Bulldozer, 950 Front-End Loader	
4 x Hire, Bulldozer, Dozer D4 / D6	
2 x Hire, 30 Ton Excavators with Breaker.	
3 x Hire, 8 Ton Truck; Crane Tanker, with 5 Ton Crane	

Price Schedule 2 – Project Location in the Empangeni and +/- 60Km Surrounding area.	Declare your effective days to delivery all equipment to each site listed in this area
31 x Hire, Truck; Tipper 10m3	
50 x Hire, Bulldozer, Earth Moving; 4x4 TLB	
6 x Hire, Loader; Front End Loader	
25 x Hire, Loader, Scoop Type; 30 Ton Excavators	
9 x Hire, Roller; Smooth drum, Vibrating, 10T	
12 x Hire, Truck, Tanker; Water 10 000 Lt	
25 x Hire, Machine; Grader 140	
1 x Hire, Bulldozer, Earth Moving; D4 Dozer	
2 x Hire, Loader, 30 Ton Excavators with Breaker	
2 x Hire, 8 Ton Truck; Crane Tanker, with 5 Ton Crane	

Price Schedule 3 – Project Location in the Vryheid and +/- 60Km Surrounding area.	Declare your effective days to delivery all equipment to each site listed in this area
22 x Hire, Truck; Tipper 10m3	
12 x Hire, Bulldozer, Earth Moving; 4x4 TLB	
6 x Hire, Loader; Front End Loader	
6 x Hire, Bulldozer, Earth Moving; 30 T Scoop Excavators	
1 x Hire, Bobcat Loader, Skidsteer	
2 x Hire, Roller; Vibrating 15 T, Smooth Drum	
4 x Hire, Roller; Vibrating 10 T, Smooth Drum	
6 x Hire, Truck, Tanker; Water 10 000 Lt	
6 x Hire, Machine; Grader 140	
2 x Hire, Bulldozer, Earth Moving; D4 / D6 Dozers	
2 x Hire, Bulldozer, Earth Moving; 30 Ton Excavators with Peckers	
4 x Hire, 8 Ton Truck; Crane Tanker, with 5 Ton Crane	

Price Schedule 4 – Project Location in the Ermelo and +/- 60Km Surrounding area.	Declare your effective days to delivery all equipment to each site listed in this area
34 x Hire, Truck; Tipper 10m3	
8 x Hire, Bulldozer, Earth Moving; 4x4 TLB	
6 x Hire, Bulldozer, Front-End Loader	
10 x Hire, Loader, Scoop Excavators 30T	
7 x Hire, Roller; Vibrating 10T, Smooth Drum	
9 x Hire, Truck, Tanker; Water 10 000 Lt	
9 x Hire, Machine; Grader 140	
6 x Hire, Bulldozer, Earth Moving; D4/D6 Dozer	

Price Schedule 5 – Project Location in the Koedoespoort and +/- 60Km Surrounding area.	Declare your effective days to delivery all equipment to each site listed in this area
24 x Hire, Truck; Tipper 10m3	
9 x Hire, Bulldozer, Earth Moving; 4x4 TLB	
6 x Hire, Loader, Scoop Excavators 30T	
2 x Hire, Bobcat Loader, Skidsteer	
6 x Hire, Roller; Vibrating 10 Ton, Smooth Drum	
9 x Hire, Truck, Tanker; Water 10 000 Lt	
6 x Hire, Machine; Grader 140	
6 x Hire, Bulldozer, 950 Front-End Loader	
1 x Hire, Loader, Scoop Type; Excavators 40T	
2 x Hire, Bulldozer, Earth Moving; D4 / D6 Dozer	
2 x Hire, Loader, 30 Ton Excavators with Breaker	

The scoring of the Equipment lead time requirements will be as follows:

Scoring if bidding per Price schedule/area:

Points Available	Scoring criteria
20 Points	All Equipment per area to be delivered to site within 1-2 days from date of instruction from the depot as indicated for lead time in the RFP
10 Points	All Equipment per area to be delivered to site in 3-5 days from date of instruction from the depot as indicated for lead time in the RFP
0 Points	All Equipment per area to be delivered to site in more than 5 days from date of instruction from the depot as indicated for lead time in the RFP

*** All percentages shown in the scoring guidelines in the above-mentioned tables has been rounded off.**

NOTE: The evaluation will be done per area.

- **Richards Bay**
- **Empangeni**
- **Vryheid**
- **Ermelo**
- **Koedoespoort**

ANNEXURE C: SCOPE OF WORK FOR EARTH MOVING PLANT

CONTENTS

- 1. DEFINITION**
- 2. DESCRIPTION OF THE WORKS**
- 3. MANAGEMENT AND START UP**
- 4. TRAINING**
- 5. SAFETY**
- 6. CONSTRUCTION**
- 7. PLANT AND EQUIPMENT**
- 8. PENALTIES**

1. DEFINITION

The following definitions shall apply in addition to those of the specification attached.

1.1 Employer

In this contract employer means Transnet Rail Infrastructure Manager.

1.2 Availability(A)

Means when required to do work, the Earthmoving Plant can produce work to the standards/output specified or required.

1.3 Breakdown Time (Tb)

Means all periods during which the earth moving plant is non-available.

1.4 Machine

Means the machine or plant provided complete with all fittings, accessories, and ancillary equipment including all associated support services such as transportation of the earth moving plant from location to location as well as from depot to depot as part of site establishment and spare parts, as may be required to comply with the requirements of the specifications.

1.5 Non-availability

Means when required to do work, the machine or the operation thereof is unsafe, or the machine is not able to produce work as per the scope, due to any reason other than a stoppage of work caused by *Employer*.

1.6 Supervisor's Deputy

Means the person appointed by *Employer* under the control of the Technical Officer from time to time to supervise the operation for the contract, and to supervise the execution of the workload and ensure safe and quality work being done by the *Contractor* and the machine/plant.

1.7 Track

Means and includes plain track, restricted track, sets, splice joints and all joint assemblies.

1.8 Works

Means the *work* to be carried out in terms of the Contract.

1.9 E7/1 - Specification For General Work And Works On, Over, Under Or Adjacent To Railway Lines and Near High Voltage Equipment

1.10 OEM refers to the Original Equipment Manufacturer of the machinery.

1.11 Standing Time:

Means the loss of Working Time (Tw) incurred by Transnet due to reasons attributed by Transnet Rail Infrastructure Manager.

2. DESCRIPTION OF THE WORKS

- 2.1 The contract covers the supply, operation and maintenance of Earth Moving Plant at all North Corridor Depots (Richards Bay Depot, Empangeni Depot, Vryheid Depot, Ermelo Depot and Koedoespoort Depot) to construct and rehabilitate the track formation structure, cutting, embankments, service roads and any other works as instructed by the *Employer*. This contract will be on an “**As and When Basis**”, meaning that there is no obligation on an *Employer* to offer work to a *Contractor*
- 2.2 This contract shall include the supply of the following: the operation, maintenance and supply of all consumables and the support services and equipment necessary for the execution of the work to full meaning and intent of the contract.
- 2.3 The *Contractor* will carry out work to meet the production needs as requested by *Employer* as per the relevant specification. The *Contractor* must have certified operators.
- 2.4 The contract period shall be 2 Years to accommodate pre, post shut, maintenance and other Perway and Technical Support activities.
- 2.5 Location of work.
- 2.5.1 Contract area will be all track owned, or maintained, by North Corridor Depots (Richards Bay Depot, Vryheid Depot, Ermelo Depot, Empangeni and Koedoespoort Depot.)
- 2.5.2 The Contractor may be required to work in areas where varying degrees and types of security situations are prevailing such as may occur in remote rural areas through to densely populated metropolitan areas.)
- 2.5.2.1 Location, Empangeni to Koedoespoort Depots.
- Stanger – Golela (Empangeni)
 - CTL – Tintus Drift (Richards Bay)
 - Vryheid B – Maviristard (Vryheid)
 - Maviristard – Ogies (Ermelo)
 - Hammelfotein – Trichardt (Ermelo)
 - Ermelo – Machadodorp (Ermelo)
 - Geluksplaas – Wonderfotein (Ermelo)
 - Ogies – Blackhill (Ermelo)
 - Ermelo – Maviristard (Ermelo)
 - Lephalale – Thabazimbi (Koedoespoort)
 - Thabazimbi – Rustenburg (Koedoespoort)
 - Rustenburg – Brits (Koedoespoort)
 - Brits – LUD (Preoria) (Koedoespoort)
- 2.6 Commencement of Contract

- 2.6.1 The commencement date will only be finalised after acceptance of tenders. The Contract will therefore commence on the date stipulated in the acceptance letter. The Contractor shall be able to commence with the service immediately after contract award.

2.7 Key dates during the contract

- 2.7.1 June 2026 North East Corridor, Empangeni Depot annual shutdown
2.7.2 July 2026 North Corridor annual shutdown
2.7.3 January 2027 North Corridor annual shutdown
2.7.4 June 2027 North East Corridor, Empangeni Depot annual shutdown
2.7.5 July 2027 North Corridor annual shutdown
2.7.6 Other Perway and Technical support maintenance projects will be communicated on an as and when required basis.

3 MANAGEMENT AND START UP

3.5 Management meetings

- 3.5.1 Project management meeting will be conducted as and when required by the *Service Manager* and *Contractor*. Project progress and programme (revision) must be discussed in these meeting. This meeting shall be for the purpose of discussing Earth Moving Plant performance, actual progress versus construction programme, delays, service information, etc.
- 3.5.2 Planning meetings must be done every scheduled day and on Site. The *Contractor*, *Employer* representative (typically the technical Officer) and all other supporting staff of both *Contractor* and *Employer* must be part of these meetings. Safety, risk and environmental matters need to be addressed in these meeting.
- 3.5.3 The Contractor is required to do inspection of each work site prior to the project and starting and when task orders are issued to execute appropriate preparation for the work focused on ensuring maximum production during occupation time by minimizing delays. Any issues requiring the Employer's inputs to avoid delays during the occupation time shall be brought timeously to the attention of the Supervisor.
- 3.5.4 The *Service Manager* may call ad-hoc meetings any time during the contract period.

3.6 Documentation

- 3.6.1 A complete maintenance manual and spare parts list must be available on the machine during execution of the work.
- 3.6.2 The *Contractor* shall supply the *Service Manager* with maintenance plans.
- 3.6.3 A complete operator's instruction manual must be available on the machine.
- 3.6.4 A complete machine safety and risk file must be available on the machine.
- 3.6.5 A visitor registration book must be available on the machine.
- 3.6.6 A Site diary must be available on the machine.

3.7 To be provided by the *Contractor*

3.7.1 The *Contractor* shall in addition to what is stipulated in this Service Information, provide the following facilities and support for the following:

3.7.1.1.1 Support labour and tools:

The *Contractor* or his sub-contractor shall provide all equipment, tools and support required to support the Earth Moving Plant activity, including the control measurements to control quality.

3.7.1.1.2 Accommodation

Due to the extent of the site locations, the successful contractor must supply their own; Accommodation, Security of their Earth Moving Plant, water for their Water Cart, Fuel/Oil for their Earth Moving Plan, Toilets and Refreshments for their personnel.

4 TRAINING

4.1. Training of *Contractor's* staff and compliance with safety requirements.

4.2. The *Contractor* shall ensure that all staff working on or with the contract are adequately qualified and trained, so as to comply with any relevant safety and quality requirements. This applies for both the *Contractors* own staff or any staff of a *Subcontractor* employed by the *Contractor*.

4.3. This responsibility of the *Contractor's* to ensure that his staff is qualified and trained implies that:

- a) Specific graded staff shall be qualified and sufficiently experienced and in possession of a qualified certificate for the required position or responsibility.
- b) All staff shall also possess any other relevant induction or safety qualifications.
- c) The *Contractor* shall ensure that a complete up to date record is kept of safety qualifications or training and certification of all staff for all the relevant qualifications and safety requirements
- d) The record of the qualifications and or training kept by the Contractor shall also be available on site.
- e) All relevant requirements for refresher training shall be adhered to and the Contractor shall ensure that the refresher training and certification required is provided for the relevant staff.

4.4. The *Contractor* shall ensure that all qualifications, training, and certification for different grades are in place, valid and that record is kept of such qualifications. This implies that the *Contractor* shall ensure that proof of qualifications is kept and provided on request.

4.5. For critical work outputs as well as specific activities, the Contractor shall ensure that he has a core group of workers with sufficient previous experience to take the lead in undertaking maintenance tasks to ensure experience of safe and productive working.

4.6. During the course of the contract any required alternative or follow up or refresher training for new recruits or replacement staff, shall be undertaken by the *Contractor* as part of the contract responsibility and at the cost of the *Contractor*.

5 SAFETY

- 5.1. The Contractor shall comply with all applicable legislation as well as Transnet Safety requirements. The cost for such compliance shall be borne by the Contractor and shall be deemed to have been allowed for in the rates and prices of the Contract. Below are some of applicable Acts and legislation:
- TFR Safety Guidelines for Infrastructure (Latest Edition).
 - The Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993).
 - The Occupational Health and Safety Act (Act 85 of 1993).
 - TFR Specification E.4E, SHE Specification for Contractors
 - Basic Conditions of Employment Act as well as all other relevant labour legislation.
 - TFR Specification for Work on, under or adjacent to Railway Lines and near high Voltage Equipment – E7/1.
- 5.2. During the work activity, the regulation of occupational health and safety Act No. 83 of 1993 and Machinery and occupational Safety Act 6 of 1983 will apply. By submission of the bid the contractor acknowledge and agrees that, should the bid be accepted, the contractor, is an employer on his own right with duties as prescribed in the Occupational Health and Safety Act 85 of 1993 and amendments thereto and the corresponding Construction Regulation 2003 will ensure that all work to be performed or machinery and plant to be used in the works will be in accordance with the provision of such regulations.
- 5.3. All equipment, machinery, and tools used on site are to be in safe operating condition and are to be used in a safe and considerate manner by suitably trained and experienced workers. The contractor is responsible for all such monitoring and control of site operations and equipment throughout the works for the entire contract duration.
- 5.4. The Contractor shall conduct his own formal risk assessment on the machine offered by him and add any additional risks identified by him, to this list
- 5.5. The Contractor is required to prepare and submit with his tender a comprehensive safety case in accordance with the requirements of Act 85 and the Construction Regulations.
- 5.6. The Contractor shall prepare and implement a comprehensive health and safety plan covering all relevant legal safety aspects for their work teams. It shall include details of the Site management structures, all safety legal appointments as well as the written safe working procedures for all equipment used on Site considering the above risk assessments.
- 5.7. The Contractor shall ensure that all workers are appropriately equipped and wearing Personal Protective Equipment (PPE) and that Safety Talks are conducted and noted in the Site Diary before the start of every shift.
- 5.8. A first aid box is to be provided and available at all times on site during the hours and is to comply with the requirements of occupational Health and Safety Act.

6 CONSTRUCTION

6.1 All Plant / Earthmoving Equipment, per site / price schedule, must be available and in good working condition and not older than 15 years.

6.1.1 All Plant / Earthmoving Equipment shall be 100% operational (Wet Rate) for the full duration of each requirement, as per the various Price Schedules, 24 Hour operation during shut period.

- (Tw) Day Shifts, 9 hours per day, available for normal working hours.
- (To) Night Shift, 15 Hours per day, available for overtime where 24 Hours operations, if project requires that.
- (To) Overtime, Saturdays, Sundays and public holidays, available for 24 Hours operations, if project requires that.
- (Tb), Breakdown of Plant / Earthmoving Equipment

6.1.2 Availability per Earth Moving Plant will be calculated as:

$$\text{Availability} = (T_o - T_b) / T_o$$

6.1.3 Monitoring of machine utilization will be calculated as:

$$\text{Utilization (U)} = T_w / T_o$$

6.2 The contractor is required to have at least 2 sets of qualified operators per earthmoving equipment because some of the sites will be operating for 24 hours. This means that the first set of operators will work for 12 hours from 06:00 – 18:00 and the second set will start from 18:00 – 06:00 (12 hours) throughout the project as and when required by the Service Manager.

6.3 Breakdown time (Tb)

All Tb per Earth Moving Plant shall be recorded at all times.

6.4 Where an Earth Moving Plant becomes unreliable and continues breaking down and results in insufficient production, the *Service Manager* may decide on placing the Earth Moving Plant on breakdown until such time that the *Contractor* can prove that the Earthmoving Plant can be consistently available. The Earth Moving Plant will always be required to produce the required standard of work required at full production rate.

6.5 Where an Earth Moving Plant becomes unreliable and continues breaking down and results in insufficient production, the *Service Manager* may instruct the contractor to replace the Earthmoving plant immediately. The contractor must then replace the Earthmoving plant within 6 hours of receiving instruction.

6.6 The *Contractor* shall provide the *Employer* with the daily production statistics of the work. The production report must be e-mailed to the *Service Manager* at 08:00am on the subsequent day containing statistics prescribed in excel format by the *Service Manager*, in order to evaluate the performance of the previous day of work.

The production report shall be in an agreed-on format providing the following basic type of information:

- a) Tw, To, Tb, of each Earth Moving Plant applicable.
- b) Planned vs Actual
- c) Reasons / comments on production shortfall including minutes per reason.
- d) Graphical presentation of data as and were agreed on.

The report shall be e-mailed daily to the *Service Manager, Supervisor* and nominated *Employer's* representative. Where problems exist of transmitting the data, the *Contractor* shall state what measures shall be taken to ensure transmission of data as soon as possible.

- 6.7 The contractor to ensure that all the Earthmoving plant are always inspected and maintained, so that maximum availability may be achieved
- 6.8 The contractor to submit the detailed maintenance plan of all the Earthmoving Plant.

7 PLANT AND EQUIPMENT

- 7.1 Refer to Section: 4 – The Price Schedules per area for detailed information regarding all the Plant and the number of equipment per site that are required for this contract.
- 7.2 No plant or equipment will be brought to site until specifically instructed in writing by the Service Manager.
- 7.3 It is a requirement that only suitably experienced and competent operators and personnel must brought to site.
- 7.4 The contractor is required to give preference to local labour when appointing unskilled labour
- 7.5 All Machinery, tools/equipment, and vehicles of every description necessary for the execution of the works shall be supplied by the Contractor at his cost, complete with fuel, spares, maintenance, and competent operators and legally compliant with all applicable safety legislation. All ancillary and associated equipment together with all transport, accommodations, fuel, lubricants, spare parts for maintenance and repairs and consumables and any other resources necessary for the complete and effective and safe functioning of all Machinery shall be included in this contract to consistently and sustainable operate the machine safely in line with tendered production rates and within available occupation times.
- 7.6 Suitable, adequate, and functional firefighting equipment shall be always available for the duration of the contract, provided by the Contractor at his cost. Competent and trained people shall be appointed and be available to operate such equipment in case of fire.
- 7.7 The Contractor shall take note of all OHTE equipment, red and other electrical bonds on the work Site and shall not interfere, damage, or work on them unless under direct supervision of a designated and competent Transnet Freight Rail (TFR) Electrical Officer.
- 7.8 Before doing excavation work anywhere on a work site the Contractor shall be sure to consult on the presence of existing electrical/signal/telecom cables, water pipes or other services with the Service Manager. Only on his specific and written authorization shall any excavation work be carried out.
- 7.9 In the event of contact or damage to any overhead or underground cable on the work site, work shall be stopped, and the work Site evacuated. The Electrical Officer Contracts shall be notified immediately. Only subject to him or other competent Transnet Freight Rail (TFR) Electrical Officer certifying the work Site safe, shall work be allowed to proceed again.

7.10 All Contractor’s personnel shall be inducted before any works commence. Site access certificates will only be issued after all inductions have taken place. Site access will be denied to the Contractor should the site access certificate not be issued.

8 PENALTIES

8.1 The contractor will be penalised whenever the required plant is brought on site late. The contractor will be given 48 hours (2 Days) notice to establish any plant as per the Service Manager’s instruction. If the contractor fails to establish the plant within 48 hours’ notice, the penalties in the table below will apply.

Late Delivery (Establishment) of Equipment to Site	Applicable Penalty
1-24 Hour late delivery	2% of Purchase Order Value
24-48 Hour late delivery	4% of Purchase Order Value
48-72 Hours late delivery	6% of Purchase Order Value
72-96 Hours late delivery	8% of Purchase Order Value
96-120 Hours late delivery	10% of Purchase Order Value
>120 Hours late delivery	Cancellation of Purchase Order

8.2 Over and above the late delivery penalty, the contractor will also be penalised for breakdowns of each plant/equipment. The availability of each plant will be calculated in percentage as clause 6.1.2 above. The availability percentage will be used to determine the contractor’s penalty as per table below.

Performance level	% performance achieved for each plant/Equipment	Penalties
Rate of Availability in % (Availability formula as stated in clause 6.1.2)	99-100% performance achieved	R0 (nil)
	95 - 98% performance achieved	2,5% of the total cost claimed for the plant/equipment.
	90 – 94% performance achieved	5% of the total cost claimed for the plant/equipment.
	89-85% performance achieved	7,5% of the total cost claimed for the plant/equipment.
	84-80% performance achieved	10% of the total cost claimed for the plant/equipment.
	79-75% performance achieved	12,5% of the total cost claimed for the plant/equipment.
	<75% performance achieved	15% of the total cost claimed for the plant/equipment.

RFP Annexure: D

COPY OF TRANSNET'S MASTER AGREEMENT.

RFP No: HOAC-VAR-57823-EQ-299

**DESCRIPTION OF GOODS: THE PROVISION OF VARIOUS PLANT /
EARTHMOVING EQUIPMENT TO THE NORTH CORRIDOR DEPOTS,
FOR A PERIOD OF TWENTY-FOUR [24] MONTHS.**

RFP Annexure: E

COPY OF TRANSNET'S GENERAL BID CONDITIONS.

RFP No: HOAC-VAR-57823-EQ-299

**DESCRIPTION OF GOODS: THE PROVISION OF VARIOUS PLANT /
EARTHMOVING EQUIPMENT TO THE NORTH CORRIDOR DEPOTS,
FOR A PERIOD OF TWENTY-FOUR [24] MONTHS.**



GENERAL BID CONDITIONS

[June 2022]

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1 DEFINITIONS

Where the following words or phrases are used in this Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

- 1.1 **Bid** shall mean a Respondent's tendered response / proposal to a Transnet RFP or RFQ;
- 1.2 **Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;
- 1.3 **Business Day** shall mean any day other than a Saturday, Sunday or public holiday;
- 1.4 **Goods** shall mean the goods required by Transnet as specified in its Bid Document;
- 1.5 **Parties** shall mean Transnet and the Respondents to a Bid Document;
- 1.6 **Respondent(s)** shall mean a respondent/bidder to a Bid Document;
- 1.7 **RFP** shall mean Request for Proposal;
- 1.8 **RFQ** shall mean Request for Quotation;
- 1.9 **RFX** shall mean RFP or RFQ, as the case may be;
- 1.10 **Services** shall mean the services required by Transnet as specified in its Bid Document;
- 1.11 **Supplier** shall mean the successful Respondent;
- 1.12 **Tax Invoice** shall mean the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;
- 1.13 **Transnet** shall mean Transnet SOC Ltd, a State Owned Company; and
- 1.14 **VAT** shall mean Value-Added Tax in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time.

2 GENERAL

All Bid Documents and subsequent contracts and orders shall be subject to the following general conditions as laid down by Transnet and are to be strictly adhered to by any Respondent to this RFX.

3 SUBMITTING OF BID DOCUMENTS

- 3.1 A Bid, which shall hereinafter include reference to an RFP or RFQ, shall be submitted to Transnet no later than the closing date and time specified in accordance with the directions issued in the Bid Documents. Late Bids will not be considered.
- 3.2 The Bid Documents must be completed in their entirety and Respondents are required to complete and submit their Bid submissions by uploading them into the system against each tender selected. The bidder guide can be found on the Transnet Portal transnettenders.azurewebsites.net.

4 USE OF BID FORMS

- 4.1 Where special forms and/or formats are issued by Transnet for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and/or formats and not in other forms and/or formats or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.
- 4.2 Respondents must note that the original Bid forms and/or formats must be completed for submission.
- 4.3 Only if insufficient space has been allocated to a particular response may a Respondent submit additional information under separate cover using the Company's letterhead. This must be duly cross-referenced in the RFX.

5 BID FEES

A bid fee is not applicable. The Bid Documents may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za and may also be downloaded from the Transnet website at www.transnet.net free of charge.

6 VALIDITY PERIOD

6.1 The Respondents must hold their Bid valid for acceptance by Transnet at any time within the requested validity period after the closing date of the bid.

6.2 Respondents may be requested to extend their validity period for a specified additional period. In such instances, Respondents will not be allowed to change any aspect of their Bid, unless they are able to demonstrate that the proposed change/s is as a direct and unavoidable consequence of Transnet's extension of the validity period.

7 SITE VISITS / BRIEFING SESSIONS

Respondents may be requested to attend a site visit or briefing session where it is necessary to view the site in order to prepare their Bids, or where Transnet deems it necessary to provide Respondents with further information to allow them to complete their Bids properly. Where such visits or sessions are indicated as compulsory in the RFX Document, Respondents are obliged to attend these meetings as failure to do so will result in their disqualification.

8 CLARIFICATION BEFORE THE CLOSING DATE

Should clarification be required on any aspect of the Bid before the closing date, the Respondent must upload questions onto the Transnet e-Tender Submission Portal or direct such queries to the contact person listed in the RFX Document in the stipulated manner.

9 COMMUNICATION AFTER THE CLOSING DATE

After the closing date of a Bid (i.e. during the evaluation period) the Respondent may only communicate with the contact person listed in the RFX Document.

10 UNAUTHORISED COMMUNICATION ABOUT BIDS

Respondents may at any time communicate with the contact person listed in the RFX Document on any matter relating to its Bid but, in the absence of written authority from the delegated individual (BEC chairperson), no communication on a question affecting the subject of a Bid shall take place between Respondents or other potential Supplier or any member of the Bid Adjudication Committee or official of Transnet during the period between the closing date for the receipt of the Bid and the date of the notification of the successful Respondent(s). A Bid, in respect of which any such unauthorised communication has occurred, may be disqualified.

11 RETURNABLE DOCUMENTS

All returnable documents listed in the RFX Documents must be submitted with Respondent's Bid. Failure to submit mandatory returnable schedules / documents will result in disqualification. Failure to submit other schedules / documents may result in disqualification.

12 DEFAULTS BY RESPONDENTS

If the Respondent, after it has been notified of the acceptance of its Bid fails to:

- 12.1 enter into a formal contract when called upon to do so within such period as Transnet may specify; or
- 12.2 accept an order in terms of the Bid;
- 12.3 furnish satisfactory security when called upon to do so for the fulfilment of the contract; or
- 12.4 comply with any condition imposed by Transnet,

Transnet may, in any such case, without prejudice to any other legal remedy which it may have, proceed to accept any other Bid or, if it is necessary to do so, call for Bids afresh, and may recover from the defaulting Respondent any additional expense incurred by Transnet in calling for new offers or in accepting a less favourable offer.

13 CURRENCY

All monetary amounts referred to in a Bid response must be in Rand, the currency of the Republic of South Africa [ZAR], save to the extent specifically permitted in the RFP.

14 PRICES SUBJECT TO CONFIRMATION

Prices which are quoted subject to confirmation will not be considered.

15 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES

All alterations made by the Respondent to its Bid price(s) prior to the submission of its Bid Documents must be done by deleting the incorrect figures and words where required and by inserting the correct figures and words against the items concerned. All such alterations must be initialled by the person who signs the Bid Documents. Failure to observe this requirement may result in the particular item(s) concerned being excluded in the matter of the award of the business.

16 EXCHANGE AND REMITTANCE

- 16.1 The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Supplier, effect payment overseas directly to the foreign principal or manufacturer of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.
- 16.2 It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.
- 16.3 The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the Exchange and Remittance section of the Bid Documents and also furnish full details of the principals or manufacturer to whom payment is to be made.
- 16.4 The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.
- 16.5 Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which the Goods were to be delivered, as set out in the order and/or contract, or any subsequent agreement between the parties.
- 16.6 Transnet reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 of 1991 [VAT Act].

17 ACCEPTANCE OF BID

- 17.1 Upon the acceptance of a Bid by Transnet, the parties shall be bound by these General Bid Conditions and any contractual terms and/or any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 17.2 Where the Respondent has been informed by Transnet of the acceptance of its Bid, an email communication that has been successfully sent to the Respondent shall be regarded as proof of delivery to the Respondent 1 day after the date of submission.

18 NOTICE TO UNSUCCESSFUL RESPONDENTS

- 18.1 Unsuccessful Respondents shall be advised in writing that their Bids have not been accepted as soon as possible after the closing date of the Bid. On award of business to the successful Respondent all unsuccessful Respondents must be informed of the name of the successful Respondent and of the reason as to why their Bids had been unsuccessful.

19 TERMS AND CONDITIONS OF CONTRACT

- 19.1 The Supplier shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 19.2 Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments/ alternatives by written submission on a company letterhead. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed amendments /alternative(s) are acceptable or otherwise, as the case may be. Respondents will be afforded an opportunity to withdraw an unacceptable deviation, failing which the respondent will be disqualified.

20 CONTRACT DOCUMENTS

- 20.1 The contract documents will comprise these General Bid Conditions, the Terms and Conditions of Contract and any schedule of "Special Conditions" which form part of the Bid Documents.
- 20.2 The abovementioned documents together with the Respondent's Bid response will constitute the contract between the parties upon receipt by the Respondent of Transnet's letter of acceptance, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.
- 20.3 Should Transnet inform the Respondent that a formal contract will be signed, the abovementioned documents together with the Respondent's Bid response [and, if any, its covering letter and any subsequent exchange of correspondence] as well as Transnet's Letter of Acceptance, shall constitute a binding contract until the final contract is signed.

21 LAW GOVERNING CONTRACT

The law of the Republic of South Africa shall govern the contract created by the acceptance of a Bid. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent in its Bid at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. A foreign Respondent shall, therefore, state in its Bid the name of its authorised representative in the Republic of South Africa who is empowered to sign any contract which may be entered into in the event of its Bid being accepted and to act on its behalf in all matters relating to the contract.

22 IDENTIFICATION

If the Respondent is a company, the full names of the directors shall be stated in the Bid. If the Respondent is a close corporation, the full names of the members shall be stated in the Bid. If the Respondent is a partnership or an individual trading under a trade name, the full names of the partners or of such individual, as the case may be, shall be furnished.

23 RESPONDENT'S SAMPLES

- 23.1 If samples are required from Respondents, such samples shall be suitably marked with the Respondent's name and address, the Bid number and the Bid item number and must be despatched in time to reach the addressee as stipulated in the Bid Documents on or before the closing date of the Bid. Failure to submit samples by the due date may result in the rejection of a Bid.
- 23.2 Transnet reserves the right to retain samples furnished by Respondents in compliance with Bid conditions.
- 23.3 Payment will not be made for a successful Respondent's samples that may be retained by Transnet for the purpose of checking the quality and workmanship of Goods delivered in execution of a contract.
- 23.4 If Transnet does not wish to retain unsuccessful Respondents' samples and the Respondents require their return, such samples may be collected by the Respondents at their own risk and cost.

24 SECURITIES

- 24.1 The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of a Deed of Suretyship [Deed of Suretyship] furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- 24.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.
- 24.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- 24.4 For the purpose of clause 24.124.1 above, Transnet will supply a Deed of Suretyship form to the successful Respondent for completion and no guarantee in any other form will be accepted. A copy of such form will be supplied to Respondents on request. For this purpose a Deed of Suretyship form will be provided which shall be completed and returned to Transnet or a designated official by the successful Respondent within 30 [thirty] calendar days from the date of the letter of acceptance. No payment will be made until the form, duly completed, is delivered to Transnet. Failure to return the Deed of Suretyship within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Supplier to cancel the contract with immediate effect.
- 24.5 Additional costs incurred by Transnet necessitated by reason of default on the part of the Supplier in relation to the conditions of this clause 244 will be for the account of the Supplier.

25 PRICE AND DELIVERY BASIS FOR GOODS

- 25.1 Unless otherwise specified in the Bid Documents, the prices quoted for Goods must be on a Delivered Duty Paid [latest ICC Incoterms] price basis in accordance with the terms and at the delivery point or points specified in Transnet's Bid Documents. Bids for supply on any other basis of delivery are liable to disqualification. The lead time for delivery stated by the Respondent must be inclusive of all non-

working days or holidays, and of periods occupied in stocktaking or in effecting repairs to or overhauling plant, which would ordinarily occur within the delivery period given by the Respondent.

25.2 Respondents must furnish their Bid prices in the Price Schedule of the Bid Documents on the following basis:

- a) Local Supplies - Prices for Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held in South Africa, to be quoted on a Delivered RSA named destination basis.
- b) Imported Supplies - Prices for Goods to be imported from all sources to be quoted on a Delivered Duty Paid [latest ICC Incoterms] basis, to end destination in South Africa, unless otherwise specified in the Bid Price Schedule.

26 EXPORT LICENCE

The award of a Bid for Goods to be imported may be subject to the issue of an export licence in the country of origin or supply. If required, the Supplier's manufacturer or forwarding agent shall be required to apply for such licence.

27 QUALITY OF MATERIAL

Unless otherwise stipulated, the Goods offered shall be NEW i.e. in unused condition, neither second-hand nor reconditioned.

28 VALUE-ADDED TAX

28.1 In respect of local supplies, i.e. Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held or already in transit to South Africa, the prices quoted by the Respondent are to be inclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.

28.2 In respect of foreign Services rendered:

- a) the invoicing by a South African supplier on behalf of its foreign principal rendering such Service represents a Service rendered by the principal; and
- b) the Supplier's Tax Invoice(s) for the local portion only [i.e. the "commission" for the Services rendered locally] must show the VAT separately.

29 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT

29.1 Method of Payment

- a) The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.
- b) However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.
- c) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.
- d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 29.1 (a) above. Failure to comply with clause 29.1 (a) above may preclude a Bid from further consideration.

NOTE: The successful Respondent [the **Supplier**] shall, where applicable, be required to furnish a guarantee covering any advance payments.

29.2 Conditional Discount

Respondents offering prices which are subject to a conditional discount applicable for payment within a specific period are to note that the conditional period will be calculated as from the date of receipt by Transnet of the Supplier's month-end statement reflecting the relevant Tax Invoice(s) for payment purposes, provided the conditions of the order or contract have been fulfilled and the Tax Invoice is correct in all respects as referred to in the contract or order. Incomplete and/or incorrect Tax Invoices shall be returned and the conditional period will be recalculated from the date of receipt of the correct documentation.

30 CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS

30.1 Contract Quantities

- a) It must be clearly understood that although Transnet does not bind itself to purchase a definitive quantity under any contract which may be entered into pursuant to this Bid, the successful Respondent nevertheless undertakes to supply against the contract such quantities as may be ordered against the contract, which orders are posted or delivered by hand or transmitted electronically on or before the expiry date of such contract.
- b) It is furthermore a condition that Transnet will not accept liability for any material/stocks specially ordered or carried by the Respondent with a view to meeting the requirements under any such contract.
- c) The estimated planned quantities likely to be ordered by Transnet per annum are furnished in relevant section of the Bid Documents. For avoidance of doubt the estimated quantities are estimates and Transnet reserves the right to order only those quantities sufficient for its operational requirements.

30.2 Delivery Period

a) Period Contracts and Fixed Quantity Requirements

It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of the Terms and Conditions of Contract.

b) Progress Reports

The Supplier may be required to submit periodical progress reports with regard to the delivery of the Goods

c) Emergency Demands as and when required

If, due to unforeseen circumstances, supplies of the Goods covered by the Bid are required at short notice for immediate delivery, the Supplier will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period, Transnet reserves the right to purchase such supplies as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source. The *Total or Partial Failure to Perform the Scope of Supply* section in the Terms and Conditions of Contract will not be applicable in these circumstances.

31 PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS

31.1 Copyright

Copyright in plans, drawings, diagrams, specifications and documents compiled by the Supplier for the purpose of contract work shall be governed by the Intellectual Property Rights section in the Terms and Conditions of Contract.

31.2 Drawings and specifications

In addition to what may be stated in any Bid Document, the Respondent should note that, unless notified to the contrary by Transnet or a designated official by means of an official amendment to the Bid Documents, it is required to tender for Goods strictly in accordance with the drawings and/or specifications supplied by Transnet, notwithstanding that it may be aware that alterations or amendments to such drawings or specifications are contemplated by Transnet.

31.3 Respondent's drawings

Drawings required to be submitted by the Respondent must be furnished before the closing time and date of the Bid. The non-receipt of such drawings by the appointed time may disqualify the Bid.

31.4 Foreign specifications

The Respondent quoting for Goods in accordance with foreign specifications, other than British and American standards, is to submit translated copies of such specifications with the Bid. In the event of any departures or variations between the foreign specification(s) quoted in the Bid Documents, full details regarding such departures or variations must be furnished by the Respondent in a covering letter attached to the Bid. Non-compliance with this condition may result in disqualification.

32 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS

32.1 Bids submitted by foreign principals may be forwarded directly by the principals or by its South African representative or agent to the designated official of Transnet according to whichever officer is specified in the Bid Documents.

32.2 In the case of a representative or agent, written proof must be submitted to the effect that such representative or agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative or agent shall disqualify the Bid.

32.3 When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.

32.4 South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of the latter. In every such case a legal Power of Attorney from their principals must be furnished to Transnet by the South African representative or agents authorising them to enter into and sign such contract.

- a) Such Power of Attorney must comply with Rule 63 (Authentication of documents executed outside the Republic for use within the Republic) of the Uniform Rules of Court: Rules regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.
- b) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.
- c) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.

- d) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi*.
- 32.5 If payment is to be made in South Africa, the foreign Supplier [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [EFT]:
- a) funds are to be transferred to the credit of the foreign Supplier's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
 - b) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.
- 32.6 The attention of the Respondent is directed to clause 24 above [Securities] regarding the provision of security for the fulfilment of contracts and orders and the manner and form in which such security is to be furnished.

33 DATABASE OF RESTRICTED SUPPLIERS

The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Bid shall be awarded to a Bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.

34 CONFLICT WITH ISSUED RFX DOCUMENT

- 34.1 Should a conflict arise between these General Bid Conditions and the issued RFX document, the conditions stated in the RFX document shall prevail.

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RFP Annexure: F

COPY OF TRANSNET'S SUPPLIER INTEGRITY PACT.

RFP No: HOAC-VAR-57823-EQ-299

**DESCRIPTION OF GOODS: THE PROVISION OF VARIOUS PLANT /
EARTHMOVING EQUIPMENT TO THE NORTH CORRIDOR DEPOTS,
FOR A PERIOD OF TWENTY-FOUR [24] MONTHS.**



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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

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

PREAMBLE

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

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

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

All Bidders / Suppliers will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Transnet vendor.

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to any contract.
- 2.2 Transnet will, during the registration and bidding process treat all Bidders / Suppliers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Bidders / Suppliers the same information and will not provide to any Bidders / Suppliers confidential / additional information through which the Bidders / Suppliers could obtain an advantage in relation to any bidding process.
- 2.3 Transnet further confirms that its employees will not favour any prospective bidder in any form that could afford an undue advantage to a particular bidder during the tendering stage, and will further treat all Bidders / Supplier participating in the bidding process in a fair manner.
- 2.4 Transnet will exclude from the bidding process such employees who have any personal interest in the Bidders / Suppliers participating in the bidding process.

3 OBLIGATIONS OF THE BIDDER / SUPPLIER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
- a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
 - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
 - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
 - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.
- 3.2 The Bidder / Supplier commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Bidder / Supplier commits to the following:
- a) The Bidder / Supplier will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the bidding process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the bidding process; and
 - b) The Bidder / Supplier will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.3 The Bidder / Supplier will not collude with other parties interested in the contract to preclude a competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The Bidder / Supplier further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Bidder / Supplier will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Bidders / Suppliers. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the bidding process.
- 3.5 The Bidder / Supplier will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Bidder /Supplier will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Bidder / Supplier of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or bidding process. Similarly, the Bidder / Supplier of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or bidding process.
- 3.7 The Bidder / Supplier will not misrepresent facts or furnish false or forged documents or information in order to influence the bidding process to the advantage of the Bidder / Supplier or detriment of Transnet or other competitors.

- 3.8 Transnet may require the Bidder / Supplier to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Bidder / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Bidder/Supplier confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
- a) Human Rights
 - Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
 - Principle 2: make sure that they are not complicit in human rights abuses.
 - b) Labour
 - Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
 - Principle 4: the elimination of all forms of forced and compulsory labour;
 - Principle 5: the effective abolition of child labour; and
 - Principle 6: the elimination of discrimination in respect of employment and occupation.
 - c) Environment
 - Principle 7: Businesses should support a precautionary approach to environmental challenges;
 - Principle 8: undertake initiatives to promote greater environmental responsibility; and
 - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
 - d) Anti-Corruption
 - Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

4 INDEPENDENT BIDDING

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

- e) the submission of a Bid which does not meet the specifications and conditions of the RFP; or
 - f) bidding with the intention of not winning the Bid.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her Bid relates.
- 4.5 The terms of the Bid as submitted have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.
- 4.6 Bidders are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

5 DISQUALIFICATION FROM BIDDING PROCESS

- 5.1 If the Bidder / Supplier has committed a transgression through a violation of paragraph 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Bidder / Supplier into question, Transnet may reject the Bidder's / Supplier's application from the registration or bidding process and remove the Bidder / Supplier from its database, if already registered.
- 5.2 If the Bidder / Supplier has committed a transgression through a violation of paragraph 3, or any material violation, such as to put its reliability or credibility into question, Transnet may after following due procedures and at its own discretion also exclude the Bidder / Supplier from future bidding processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder / Supplier and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.
- 5.3 If the Bidder / Supplier can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

6 DATABASE OF RESTRICTED SUPPLIERS

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Bid shall be awarded to a Bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National

Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.

- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A supplier or contractor to Transnet may not subcontract any portion of the contract to a restricted company.
- 6.7 Grounds for restriction include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:
- a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
 - b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
 - c) has carried out any contract resulting from such bid in an unsatisfactory manner or has breached any condition of the contract;
 - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
 - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
 - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
 - g) has submitted false information regarding any other matter required in terms of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act which will affect the evaluation of a Bid or where a Bidder has failed to declare any subcontracting arrangements;
 - h) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - i) has litigated against Transnet in bad faith.

7 PREVIOUS TRANSGRESSIONS

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

8 SANCTIONS FOR VIOLATIONS

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

9 CONFLICTS OF INTEREST

- 9.1 A conflict of interest includes, *inter alia*, a situation in which:
- a) A Transnet employee has a personal financial interest in a bidding / supplying entity; and
 - b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.
- 9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- a) Private gain or advancement; or
 - b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.
- Thus, conflicts of interest of any bid committee member or any person involved in the sourcing process must be declared in a prescribed form.
- 9.3 If a Bidder / Supplier has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s) / member(s) / director(s) / partner(s) / shareholder(s) and a Transnet employee / member of Transnet's Board of Directors in respect of a bid which will be considered for the bid process, the Bidder / Supplier:
- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
 - b) must notify Transnet immediately in writing once the circumstances has arisen.
- 9.4 The Bidder / Supplier shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Bidder / Supplier.

10 DISPUTE RESOLUTION

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

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

11 GENERAL

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

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

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

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

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

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

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RFP Annexure: G

COPY OF TRANSNET'S NON- DISCLOSURE AGREEMENT.

RFP No: HOAC-VAR-57823-EQ-299

**DESCRIPTION OF GOODS: THE PROVISION OF VARIOUS PLANT /
EARTHMOVING EQUIPMENT TO THE NORTH CORRIDOR DEPOTS,
FOR A PERIOD OF TWENTY-FOUR [24] MONTHS.**



NON DISCLOSURE AGREEMENT

[April 2020]

THIS AGREEMENT is made between

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

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

and

the Company as indicated in the RFP bid response hereto

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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

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

2. CONFIDENTIAL INFORMATION

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

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

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

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RFP Annexure: H

LIST OF SUBURBS / AREAS WHERE PLANT WILL BE OPERATING, AND PROPOSED OPERATING HOURS PER AREA AND PER PERIOD

RFP No: HOAC-VAR-57823-EQ-299

**DESCRIPTION OF GOODS: THE PROVISION OF VARIOUS PLANT /
EARTHMOVING EQUIPMENT TO THE NORTH CORRIDOR DEPOTS,
FOR A PERIOD OF TWENTY-FOUR [24] MONTHS.**

LIST OF SUBURBS / AREAS WHERE PLANT WILL BE OPERATING

REQUEST FOR PROPOSAL [RFP], OPEN TENDER PROCESS

FOR THE PROVISION OF VARIOUS PLANT / EARTHMOVING EQUIPMENT TO THE NORTH CORRIDOR DEPOTS FOR ON AN AS AND WHEN REQUIRED BASIS, FOR A PERIOD OF TWENTY-FOUR [24] MONTHS.

RFP NUMBER: HOAC-VAR-57341-EQ-288

1. Location of work.

- 1.1 Contract area will be all track owned, or maintained, by North Corridor Depots (Richards Bay, Empangeni, Vryheid & Vryheid Signal, Ermelo and Koedoespoort Depots.)
- 1.2 The Contractor may be required to work in areas where varying degrees and types of security situations are prevailing such as may occur in remote rural areas through to densely populated metropolitan areas.)

2. Location, Empangeni to Koedoespoort Depots.

- Stanger – Golela (Empangeni)
- CTL – Tintus Drift (Richards Bay)
- Vryheid B – Maviristard (Vryheid)
- Maviristard – Ogies (Ermelo)
- Hammelfotein – Trichardt (Ermelo)
- Ermelo – Machadodorp (Ermelo)
- Geluksplaas – Wonderfotein (Ermelo)
- Ogies – Blackhill (Ermelo)
- Ermelo – Maviristard (Ermelo)
- Lephalale – Thabazimbi (Koedoespoort)
- Thabazimbi – Rustenburg (Koedoespoort)
- Rustenburg – Brits (Koedoespoort)
- Brits – LUD (Preoria) (Koedoespoort)

2.1 Key dates for higher demands during the contract period

- 2.1.1 June 2026 North East Corridor, Empangeni Depot annual shutdown
- 2.1.2 July 2026 North Corridor annual shutdown
- 2.1.3 January 2027 North Corridor annual shutdown
- 2.1.4 June 2027 North East Corridor, Empangeni Depot annual shutdown
- 2.1.5 July 2027 North Corridor annual shutdown
- 2.1.6 Other Perway and Technical support maintenance projects will be communicated on an as and when required basis.

Richards Bay Area

Description of Plant	TRIM Quantity of Plant Required	Plant Required for July 2026 Shut	Plant Required for Aug -Dec 2026	Plant Required for Jan 2027 Shut	Plant Required for Feb-June 2027	Plant Required for July 2027 Shut	Plant Required for Aug 2027 - Mar 2028	TRIM Normal Working Hours	Hours Required for July 2026 Shut	Hours Required for Aug -Dec 2026	Hours Required for Jan 2027 Shut	Hours Required for Feb-June 2027	Hours Required for July 2027 Shut	Hours Required for Aug 2027 - Mar 2028	TRIM Overtime hours	Overtime Required for July 2026 Shut	Overtime Required for Aug -Dec 2026	Overtime Required for Jan 2027 Shut	Overtime Required for Feb-June 2027	Overtime Required for July 2027 Shut	Overtime Required for Aug 2027 - Mar 2028
Hire, Truck; Tipper 10m3	18	18	12	18	18	18	18	18748	3240	3009	3240	3009	3240	3010	13437	3240	1239	3240	1239	3240	1239
Hire, Bulldozer, Earth Moving; 4x4 TLB	6	6	3	6	3	6	3	7536	1080	1432	1080	1432	1080	1432	4816	675	930	675	930	675	931
Hire, Bulldozer, Earth Moving; Front-End-Loader	6	6	6	6	6	6	6	10402	1620	1847	1620	1847	1620	1848	6644	1800	414	1800	414	1800	415
Hire, Bulldozer, Earth Moving; 25T Excavator	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hire, Bulldozer, Earth Moving; 30T Excavator	4	4	0	4	0	4	0	1296	432	0	432	0	432	0	1296	432	0	432	0	432	0
Hire, Loader; Bobcat Loader; Skidsteer	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hire, Loader, Scoop Type ; Excavators Packer	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hire, Roller; Vibrating 15T	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hire, Roller; Vibrating 10T	5	5	5	5	5	5	5	4876	540	1085	540	1085	540	1086	6992	900	1430	900	1431	900	1431
Hire, Truck, Tanker; Water 10000L	7	7	7	7	7	7	7	11536	1260	2586	1260	2585	1260	2585	8192	1260	1470	1260	1471	1260	1471
Hire, Machine; Grader 140	5	2	3	2	3	2	3	6036	360	1652	360	1652	360	1652	5992	360	1637	360	1637	361	1637
Hire, Loader; 950 Front End	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hire, Loader, Scoop Type ; Excavators 25T	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hire, Loader, Scoop Type ; Excavators 40T	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hire, Bulldozer, Earth Moving; D4 Dozer	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hire, Bulldozer, Earth Moving; D8 Dozer	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hire, Bulldozer, Earth Moving; D4/D6 Dozer	4	4	4	4	4	4	4	4536	1512	0	1512	0	1512	0	5192	1730	0	1731	0	1731	0
Hire, Bulldozer, Earth Moving; 30T Excavator with hydraulic rock breaker/ pecker extension	2	2	2	2	2	2	2	500	200	0	100	0	200	0	150	50	0	50	0	50	0
Crane Trucks	3	3	3	3	3	3	3	864	288	0	288	0	288	0	300	100	0	100	0	100	0
	60																				

	TRIM Standing Time	Standing Time Required for July 2026 Shut	Standing Time Required for Aug -Dec 2026	Standing Time Required for Jan 2027 Shut	Standing Time Required for Feb-June 2027	Standing Time Required for July 2027 Shut	Standing Time Required for Aug 2027 - Mar 2028	TRIM Establishment & Distabishment	Est and Dis-Est Required for July 2026 Shut	Est and Dis-Est Required for Aug -Dec 2026	Est and Dis-Est Required for Jan 2027 Shut	Est and Dis-Est Required for Feb-June 2027	Est and Dis-Est Required for July 2027 Shut	Est and Dis-Est Required for Aug 2027 - Mar 2028
Hire, Truck; Tipper 10m3	1296	216	216	216	216	216	216	480	80	80	80	80	80	80
Hire, Bulldozer, Earth Moving; 4x4 TLB	216	36	36	36	36	36	36	148	24	24	24	24	25	25
Hire, Bulldozer, Earth Moving; Front-End-Loader	288	48	48	48	48	48	48	148	24	24	24	24	25	25
Hire, Bulldozer, Earth Moving; 25T Excavator	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hire, Bulldozer, Earth Moving; 30T Excavator	540	90	90	90	90	90	90	130	44	0	44	0	42	0
Hire, Loader; Bobcat Loader; Skidsteer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hire, Loader, Scoop Type ; Excavators Packer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hire, Roller; Vibrating 15T	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hire, Roller; Vibrating 10T	144	24	24	24	24	24	24	150	25	25	25	25	25	25
Hire, Truck, Tanker; Water 10000L	144	24	24	24	24	24	24	200	34	33	33	33	33	33
Hire, Machine; Grader 140	144	24	24	24	24	24	24	150	25	25	25	25	25	25
Hire, Loader; 950 Front End	0	0	0	0	0	0	0	150	25	25	25	25	25	25
Hire, Loader, Scoop Type ; Excavators 25T	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hire, Loader, Scoop Type ; Excavators 40T	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hire, Bulldozer, Earth Moving; D4 Dozer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hire, Bulldozer, Earth Moving; D8 Dozer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hire, Bulldozer, Earth Moving; D4/D6 Dozer	144	24	24	24	24	24	24	80	13	13	13	13	14	14
Hire, Bulldozer, Earth Moving; 30T Excavator with hydraulic rock breaker/ pecker extension	24	4	4	4	4	4	4	30	5	5	5	5	5	5
Crane Trucks	72	12	12	12	12	12	12	30	5	5	5	5	5	5

Empangeni Area

Description of Plant	TRIM Quantity of Plant Required	Plant Required for July 2026 Shut	Plant Required for Aug -Dec 2026	Plant Required for Jan 2027 Shut	Plant Required for Feb-June 2027	Plant Required for July 2027 Shut	Plant Required for Aug 2027 - Mar 2028	TRIM Normal Working Hours	Hours Required for July 2026 Shut	Hours Required for Aug -Dec 2026	Hours Required for Jan 2027 Shut	Hours Required for Feb-June 2027	Hours Required for July 2027 Shut	Hours Required for Aug 2027 - Mar 2028	TRIM Overtime hours	Overtime Required for July 2026 Shut	Overtime Required for Aug -Dec 2026	Overtime Required for Jan 2027 Shut	Overtime Required for Feb-June 2027	Overtime Required for July 2027 Shut	Overtime Required for Aug 2027 - Mar 2028
Hire, Truck; Tipper 10m3	31	8	5	5	20	8	5	7798	1348	700	700	3000	1350	700	2338	240	50	68	1500	240	240
Hire, Bulldozer, Earth Moving; 4x4 TLB	50	8	5	5	30	8	5	5464	764	300	1000	1200	1200	1000	1500	120	50	50	800	240	240
Hire, Bulldozer, Earth Moving; Front-End-Loader	6	2	2	2	6	2	2	864	48	48	48	624	48	48	318	50	30	50	88	50	50
Hire, Bulldozer, Earth Moving; 25T Excavator																					
Hire, Bulldozer, Earth Moving; 30T Excavator	25	4	5	5	10	4	5	2787	350	220	220	1250	387	360	558	48	48	48	318	48	48
Hire, Loader; Bobcat Loader; Skidsteer																					
Hire, Loader, Scoop Type ; Excavators Packer																					
Hire, Roller; Vibrating 15T																					
Hire, Roller; Vibrating 10T	9	2	1	1	6	2	1	1044	100	100	100	544	100	100	1470	120	50	50	770	240	240
Hire, Truck, Tanker; Water 10000L	12	2	5	5	6	2	5	1788	100	100	100	1288	100	100	498	48	48	48	258	48	48
Hire, Machine; Grader 140	25	6	5	5	10	6	5	2685	150	220	220	1348	387	360	552	48	48	48	312	48	48
Hire, Loader; 950 Front End					1																
Hire, Loader, Scoop Type ; Excavators 25T																					
Hire, Loader, Scoop Type ; Excavators 40T																					
Hire, Bulldozer, Earth Moving; D4 Dozer	1							288				288			36				36		
Hire, Bulldozer, Earth Moving; D8 Dozer																					
Hire, Bulldozer, Earth Moving; D4/D6 Dozer																					
Hire, Bulldozer, Earth Moving; 30T Excavator with hydraulic rock breaker/ pecker extension	2	1			2	1		576	100	50	50	226	100	50	72				72		
Crane Trucks	2	1			2	1		1320	100	100	100	720	200	100	156	48	12		48	48	
	163																				

	TRIM Standing Time	Standing Time Required for July 2026 Shut	Standing Time Required for Aug -Dec 2026	Standing Time Required for Jan 2027 Shut	Standing Time Required for Feb-June 2027	Standing Time Required for July 2027 Shut	Standing Time Required for Aug 2027 -Mar 2028	TRIM Establishment & Distabishment	Est and Dis-Est Required for July 2026 Shut	Est and Dis-Est Required for Aug -Dec 2026	Est and Dis-Est Required for Jan 2027 Shut	Est and Dis-Est Required for Feb-June 2027	Est and Dis-Est Required for July 2027 Shut	Est and Dis-Est Required for Aug 2027 -Mar 2028
Hire, Truck; Tipper 10m3	200	20	20	20	100	20	20	144	14	12	12	80	12	14
Hire, Bulldozer, Earth Moving; 4x4 TLB	200	20	20	20	100	20	20	126	12	12	12	66	12	12
Hire, Bulldozer, Earth Moving; Front-End-Loader								16	2	1	1	10	1	1
Hire, Bulldozer, Earth Moving; 25T Excavator														
Hire, Bulldozer, Earth Moving; 30T Excavator								50	2	2	2	40	2	2
Hire, Loader; Bobcat Loader; Skidsteer														
Hire, Loader, Scoop Type ; Excavators Packer														
Hire, Roller; Vibrating 15T														
Hire, Roller; Vibrating 10T	58				58			36	6	4	4	14	4	4
Hire, Truck, Tanker; Water 10000L	58				58			36	6	4	4	14	4	4
Hire, Machine; Grader 140	58				58			64	8	8	8	24	8	8
Hire, Loader; 950 Front End														
Hire, Loader, Scoop Type ; Excavators 25T														
Hire, Loader, Scoop Type ; Excavators 40T														
Hire, Bulldozer, Earth Moving; D4 Dozer								2				2		
Hire, Bulldozer, Earth Moving; D8 Dozer														
Hire, Bulldozer, Earth Moving; D4/D6 Dozer														
Hire, Bulldozer, Earth Moving; 30T Excavator with hydraulic rock breaker/ pecker extension								4				4		
Crane Trucks	58				58			8	2	2		2	2	
								R 478,00						

Koedoespoort Area

Description of Plant	TRIM Quantity of Plant Required	Plant Required for July 2026 Shut	Plant Required for Aug -Dec 2026	Plant Required for Jan 2027 Shut	Plant Required for Feb-June 2027	Plant Required for July 2027 Shut	Plant Required for Aug 2027 - Mar 2028	TRIM Normal Working Hours	Hours Required for July 2026 Shut	Hours Required for Aug -Dec 2026	HoursRequired for Jan 2027 Shut	Hours Required for Feb-June 2027	Hours Required for July 2027 Shut	Hours Required for Aug 2027 - Mar 2028
Hire, Truck; Tipper 10m3	24	24	24	16	11	24	21	18 000	6 338	1 188	522	3 886	5 418	648
Hire, Bulldozer, Earth Moving; 4x4 TLB	9	9	9	8	6	9	8	10 000	2 954	1 048	552	2 484	1 974	988
Hire, Bulldozer, Earth Moving; Front-End-Lo	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hire, Bulldozer, Earth Moving; 25T Excavator	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hire, Bulldozer, Earth Moving; 30T Excavator	6	6	6	6	4	6	6	3402	888	324	171	941	970	108
Hire, Loader; Bobcat Loader; Skidsteer	2	2	0	0	0	2	0	576	288	0	0	0	288	0
Hire, Loader, Scoop Type ; Excavators Packe	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hire, Roller; Vibrating 15T	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hire, Roller; Vibrating 10T	6	6	4	5	4	6	3	2520	868	108	72	500	972	0
Hire, Truck, Tanker; Water 10000L	9	9	6	8	5	9	5	5024	1352	416	263	1433	1352	208
Hire, Machine; Grader 140	6	6	5	6	5	6	5	3186	1138	108	92	780	1068	0
Hire, Loader; 950 Front End	6	6	5	6	5	6	5	4500	1644	200	188	1172	1104	192
Hire, Loader, Scoop Type ; Excavators 25T	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hire, Loader, Scoop Type ; Excavators 40T	1	1	0	0	0	1	0	60	30	0	0	0	30	0
Hire, Bulldozer, Earth Moving; D4 Dozer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hire, Bulldozer, Earth Moving; D8 Dozer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hire, Bulldozer, Earth Moving; D4/D6 Dozer	2	2	1	2	2	2	0	900	270	0	0	0	630	0
Hire, Bulldozer, Earth Moving; 30T Excavator	2	1	0	2	0	2	0	432	270	0	0	0	162	0
Crane Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	73													
	TRIM Overtime hours	Overtime Required for July 2026 Shut	Overtime Required for Aug -Dec 2026	Overtime Required for Jan 2027 Shut	Overtime Required for Feb-June 2027	Overtime Required for July 2027 Shut	Overtime Required for Aug 2027 -Mar 2028	TRIM Establishment & Distabishment	Est and Dis-Est Required for July 2026 Shut	Est and Dis-Est Required for Aug -Dec 2026	Est and Dis-Est Required for Jan 2027 Shut	Est and Dis-Est Required for Feb-June 2027	Est and Dis-Est Required for July 2027 Shut	Est and Dis-Est Required for Aug 2027 -Mar 2028
Hire, Truck; Tipper 10m3	4020	1415	265	117	868	1210	145	210	74	14	6	44	64	8
Hire, Bulldozer, Earth Moving; 4x4 TLB	1476	436	155	81	367	291	146	82	24	10	4	20	16	8
Hire, Bulldozer, Earth Moving; Front-End-Lo	0	0	0	0	0	0	0	0						
Hire, Bulldozer, Earth Moving; 25T Excavator	0	0	0	0	0	0	0	0						
Hire, Bulldozer, Earth Moving; 30T Excavator	660	172	63	33	183	188	21	32	8	4	2	8	8	2
Hire, Loader; Bobcat Loader; Skidsteer	10	5	0	0	0	5	0	8	4	0	0	0	4	0
Hire, Loader, Scoop Type ; Excavators Packe	0	0	0	0	0	0	0	0						
Hire, Roller; Vibrating 15T	0	0	0	0	0	0	0	0						
Hire, Roller; Vibrating 10T	644	222	28	18	128	248	0	50	18	2	2	10	18	0
Hire, Truck, Tanker; Water 10000L	1272	342	105	67	363	342	53	162	44	14	8	46	44	6
Hire, Machine; Grader 140	1080	386	37	31	264	362	0	66	24	2	2	16	22	0
Hire, Loader; 950 Front End	936	342	42	39	244	230	40	130	46	6	6	34	32	6
Hire, Loader, Scoop Type ; Excavators 25T	0	0	0	0	0	0	0	0						
Hire, Loader, Scoop Type ; Excavators 40T	180	90	0	0	0	90	0	8	4	0	0	0	4	0
Hire, Bulldozer, Earth Moving; D4 Dozer	0	0	0	0	0	0	0	0						
Hire, Bulldozer, Earth Moving; D8 Dozer	0	0	0	0	0	0	0	0						
Hire, Bulldozer, Earth Moving; D4/D6 Dozer	200	60	0	0	0	140	0	12	4	0	0	0	8	0
Hire, Bulldozer, Earth Moving; 30T Excavator	192	120	0	0	0	72	0	8	4	0	0	0	4	0
Crane Trucks	0	0	0	0	0	0	0	0						