

TRANSNET PORT TERMINALS

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

[Registration No. 1990/000900/30]

REQUEST FOR PROPOSAL [RFP]

RFP NUMBER:	TPT/2025/11/0020/110658/RFP
RFP DESCRIPTION:	BACK OF PORT COAL HANDLING SOLUTION FOR TRANSNET PORT TERMINALS RCB FOR TRANSNET SOC (REG. NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS RICHARDS BAY (HEREINAFTER REFERRED TO AS "TPT RCB")
ISSUE DATE:	07 NOVEMBER 2025
COMPLUSORY BRIEFING:	20 NOVEMBER 2025
CLOSING DATE:	23 JANUARY 2026
CLOSING TIME:	14:00 PM

Note to the bidders:

Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.

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TRANSNET PORT TERMINALS

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BACK OF PORT COAL HANDLING SOLUTION FOR TRANSNET PORT TERMINALS RCB FOR TRANSNET SOC (REG. NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS RICHARDS BAY (HEREINAFTER REFERRED TO AS

“TPT RCB”)

SECTION 1: SBD1 FORM**PART A****INVITATION TO**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET PORT TERMINALS, A DIVISION TRANSNET SOC LTD

BID NUMBER:	TPT/2025/11/0020/110658/RFP	ISSUE DATE:	07 NOVEMBER 2025	CLOSING DATE:	23 January 2026	CLOSING TIME:	14:00
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DESCRIPTION	BACK OF PORT COAL HANDLING SOLUTION FOR TRANSNET PORT TERMINALS RCB FOR TRANSNET SOC (REG. NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS RICHARDS BAY (HEREINAFTER REFERRED TO AS "TPT RCB")
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BID RESPONSE DOCUMENTS SUBMISSION

RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH BID/RFP SELECTED
(*please refer to section 2, paragraph 4 for a detailed process on how to upload submissions*):

<https://transnetetenders.azurewebsites.net>

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Sandisiwe Shembe	CONTACT PERSON	Sandisiwe Shembe
TELEPHONE NUMBER	0313088104	TELEPHONE NUMBER	0313088104
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	Sandisiwe.Shembe@transnet.net	E-MAIL ADDRESS	Sandisiwe.Shembe@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					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER:
	☐	☐			MAAA ☐
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]
	Yes No				Yes No

Respondent's Signature

Date and Company Stamp

TRANSNET PORT TERMINALS

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

1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☒ Yes ☐ No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No o [IF YES, ANSWER QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ 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.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE: _____

Respondent's Signature

Date and Company Stamp

SECTION 2: NOTICE TO RESPONDENTS

1 REQUEST FOR PROPOSAL [RFP]

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	BACK OF PORT COAL HANDLING SOLUTION FOR TRANSNET SOC (REG. NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS RICHARDS BAY (HEREINAFTER REFERRED TO AS "TPT RCB")
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	This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge. To download RFP and Annexures: - Click on "Tender Opportunities"; - Select "Advertised Tenders"; - In the "Department" box, select Transnet SOC Ltd; Once the tender has been located in the list, click on the 'Tender documents' tab and process to download all uploaded documents. The RFP may also be downloaded from the Transnet Portal at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) free of charge (<i>refer to section 2, paragraph 3 below for detailed steps</i>)
COMMUNICATION	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 and Transnet website prior to finalising their bid submissions for any changes or clarifications to the RFP. Transnet will not be held liable if Bidders do not receive the latest information regarding this RFP.
BRIEFING SESSION	Yes – Compulsory Bidders are required to confirm their attendance and to send their contact details including the number of representatives (where applicable) to the following address: Sandisiwe.Shembe@transnet.net This is to ensure that Transnet may make the necessary arrangements for the briefing session. Refer to paragraph 2 for details.
CLOSING DATE	14:00 pm on Friday, 23 January 2026 Bidders must ensure that bids are uploaded timeously onto the system. As a general rule, if a bid is late, it will not be accepted for consideration. <i>Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical</i>

	<i>challenges. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.</i>
VALIDITY PERIOD	Not applicable.

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

2 FORMAL BRIEFING

A compulsory site meeting and RFP briefing will be conducted at **Transnet Port Terminals, Richards Bay Harbour Newark Road, Umhlathuze Building Octopus Road, Executive Boardroom** on the **20 November 2025**, at **10H00** for a period of $\pm$ six (6) hours. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.

A Site visit/walk will take place after the RFP briefing meeting. tenderers are to note the following:

- Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.
- Tenderers without the recommended PPE will not be allowed on the site walk.
- Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.
- All forms of firearms are prohibited on Transnet properties and premises.
- The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licenses are on them for inspection at the access control gates.

3 RESPONSE SUBMISSION

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

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

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

4 RFP INSTRUCTIONS

4.1 All returnable documents listed in the REQUEST FOR PROPOSAL [section 5] in this RFP must be returned with your submission.

- 4.2 The person or persons signing the submission must be legally authorised by the respondent to do so.

5 COMMUNICATION

- 5.1 For specific queries relating to this RFP a Clarification Request Form should be submitted to Sandisiwe Shembe before **15:00 pm on 05 December 2025** substantially in the form set out in Section 7 hereto. 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.
- 5.2 After the closing date of the RFP a Respondent may only communicate with **Sandisiwe Shembe** at telephone number 0313088104, email Sandisiwe.Shembe@transnet.net on any matter relating to its RFP Proposal.

6 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, written approval must be obtained from Transnet.

7 STATUS OF THIS RFP AND SUBSEQUENT PROCESS

- 7.1 Through this REQUEST FOR PROPOSAL, the most suitable solution will be identified and a commercial agreement will be entered into with the successful service provider. The successful service provider will fund this project, and get their return on investment through commercial agreements.

8 CONDITIONS OF CONTRACT

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.

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:

- a. Subcontracting
- b. Industrialisation
- c. Local capability and capacity building
- d. Job creation and preservation
- e. Technology transfer
- f. Sustainability (green principles)
- g. Skills development
- h. Enterprise and Supplier Development
- i. Local Economic Development (Local to site development)

The bidder will be required to sub-contract a minimum of 30% / Create Job opportunities of the total value of the contract.

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

10.1 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 submissions in response to it. In particular, please note that Transnet reserves the right and at its sole and full discretion to:

- a) take no further action whatsoever, if it so decides
- b) withdraw from this process and the provisions of this project at any time;
- c) select the RFP participants based on Transnet's criteria;
- d) not bind itself to accept any or all of the RFPs;
- e) increase or decrease the quantities/scope as indicated in the RFP; and/or
- f) 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.

10.2 Kindly note that Transnet will not reimburse any Respondent for any preparatory costs or other work performed in connection with this submission.

11 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

12 TAX COMPLIANCE

Respondents must be compliant when submitting a proposal to Transnet with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

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 bidder's tax obligations.

The Tax Compliance status requirements are also applicable to foreign Respondents / individuals who wish to submit bids.

Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

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

TIP-OFFS ANONYMOUS:



Ethics Helpdesk (Pty) LTD.
Ethics Management System™

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

				
	AI Voice Bot "Jack" Speak to our AI Voice Chat Bot "JACK", you converse with him like chatting to a human, with the option to record a message and speak to an agent at anytime.	What's App Speak to an Agent via What's App.	Speak to an Agent Speak to an Agent via the platform with no call or data charge	Telegram Speak to an Agent via Telegram
				

SECTION 3: RFP SCOPE OF REQUIREMENTS

1 INTRODUCTION

Transnet Port Terminals is a division of Transnet SOC Limited whose core business is to provide cargo handling to a wide spectrum of customers, including shipping lines, freight forwarders and cargo owners. Operations are divided into five major business segments, namely containers, bulk, break bulk, automotive and national port authority. All divisions operating under one umbrella, Richards Bay is one of Transnet Bulk and Break Bulk handling terminal divided into two namely, DBT and MPT.

The Richards Bay Port Terminal has experienced a significant increase in coal volumes over the last three years. This surge, primarily driven by the Russia-Ukraine conflict and subsequent sanctions on Russia, has led to increased demand for South African coal. Consequently, we are seeking innovative solutions from external providers to address the challenges brought about by this growth. This document provides an overview of the current situation and invites interested parties to express their interest and provide information on potential solutions.

2 BACKGROUND

Current auxiliary services, while keeping authorities at bay, are not sustainable. A re-imagination of the port terminal is needed, introducing systemic and proactive solutions to ensure business continuity. A high volume of coal currently in terminal stockpiles needs to be relocated to a back of port (BOP) site to follow a convenient, environment and cost-effective route into the port terminal for export operations, similar to existing conveyor solutions from external parties.

Refer to the Annexure A: REQUEST FOR PROPOSAL Scope of Requirements for detailed information.

3 KEY OBJECTIVES OF THIS RFP PROCESS

Transnet Port Terminals Richards Bay requests for proposals from the industry regarding how a world-class, technologically advanced BOP/Conveyor solution for coal can be achieved. This is a commercial event where we intend to enter into a commercial agreement with the winning BOP facility. Transnet, at its discretion (in relation to the valuation criteria) intends to award the successful bidder and enter into a commercial agreement with them. The successful bidder will be granted access to our infrastructure through a transparent and fair process. TPT Port Terminals will engage with interested parties and its customer base to ensure a fair, painless, and considerate transition.

4 GENERAL RESPONDENT OBLIGATIONS

4.1 The Respondent(s) shall be fully responsible to Transnet for the acts and omissions of people directly or indirectly employed by them.

4.2 The Respondent (s) must comply with the requirements stated in this RFP.

5 CONFIDENTIALITY AND COMPLIANCE

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

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

6 UNDERTAKINGS BY RESPONDENT

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

7 COSTS TO RESPOND TO THE RFP

All Respondents wishing to submit an RFP response must be in possession of this document, the RFP. Transnet will not be responsible for or pay any expense or losses which may be incurred by any Respondent in the preparation and submission of the RFP and the costs of the RFP at all stages of the RFP process. Costs, if any, will be for each Respondent's own account.

Transnet reserves the right to invite certain Respondents to present or otherwise demonstrate their proposed solution as per their RFP, at the Respondent's own cost.

8 AUTHORITY OF SIGNATORY

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

9 OFFERING OF COMMISSION OR GRATUITY.

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

10 UNDERTAKING BY TRANSNET

In responding to this RFP, Transnet encourages all RFP Respondents to put their best effort into the construction and development of the proposal.

SECTION 4: TRANSNET’S REQUEST FOR PROPOSAL

- 1

STATISTICS [The Goods/Services]

1.1 Refer to Annexure: Request for Proposal Scope of Requirements for detailed information.

Please note that the aforementioned information is provided merely as an indication of the size and nature of Transnet’s current requirements and consequently does not necessarily reflect the extent of the Goods/Services provided by appointed Service Provider(s) through an award of business at any future date.
- 2

REQUIREMENTS FOR RFP

Respondents expressing an interest to participate in this RFP stage must provide the full range of Products/ Services, as set out in the Request for Proposal Scope of Requirements.

Refer to **Annexure A**: Request for Proposal Scope of Requirements for detailed information.
- 3

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.
- 4

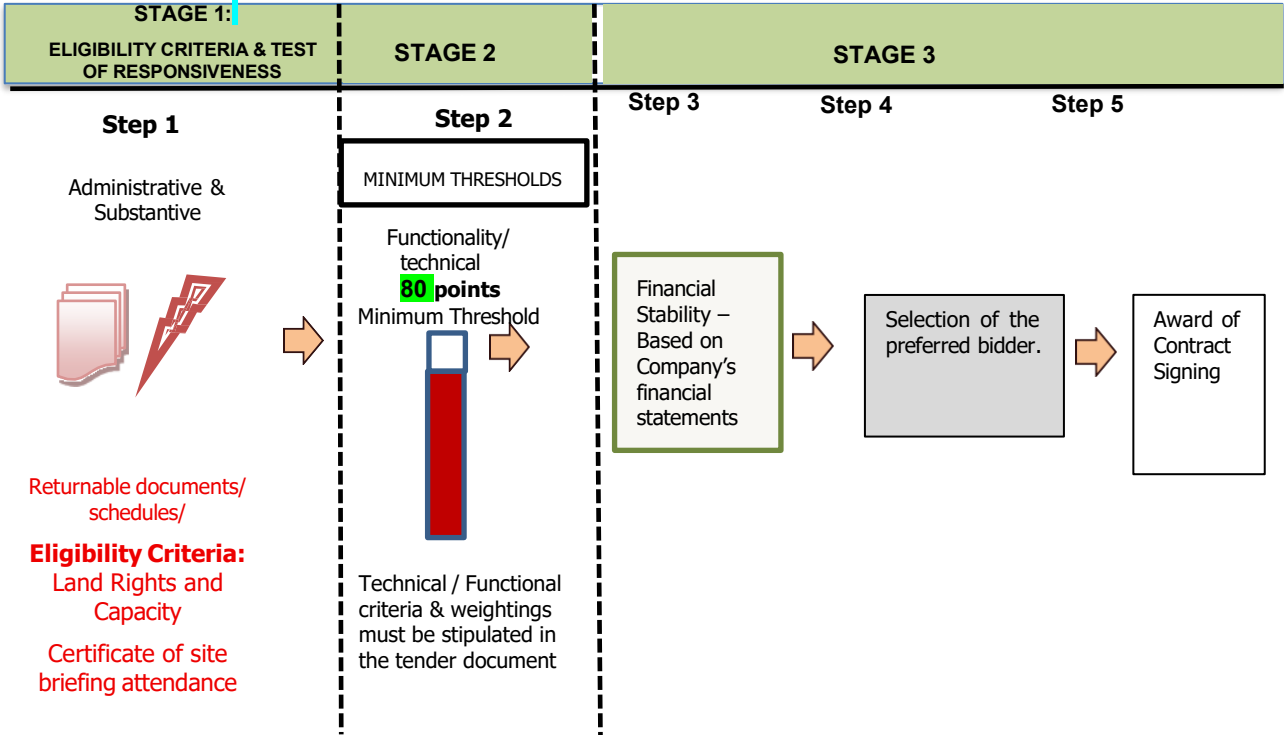
GENERAL SUPPLIER/SERVICE PROVIDER OBLIGATIONS

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

The Supplier/Service provider(s) must comply with the requirements stated in this RFP.
- 5

EVALUATION METHODOLOGY

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



Respondent’s Signature

Date and Company Stamp

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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).

5.1 Step 1: ADMINISTRATIVE, ELIGIBILITY and SUBSTANTIVE CRITERIA

CRITERIA	Description	Yes	No
Administrative	All required documents and schedules must be submitted – refer Annexure B for document checklist, Including: CIPC registration documents, BBBEE certificate; Tax Clearance; SD		
Eligibility	Land Rights and Capacity: Proof of land ownership or intent to lease agreement to land of at least 50 000 operational SQM to accommodate dry bulk material		
Eligibility	The bidder must attend Mandatory Site Briefing		
Substantive	Financial Statement and or Proof of funding must be submitted – Refer to Schedule 6		

5.2 Step 2: TECHNICAL SCORING CRITERIA

Respondents are required to indicate their existing technical capability by ticking the applicable box in the table below:

Description	Yes	No
Returnable Schedule 1: Land Rights and Capacity		
Returnable Schedule 2: Experience and Capacity		
Returnable Schedule 3: Proposed Technical Solution		
Returnable Schedule 4: Security, Risk and Business Continuity Management Requirements		
Returnable Schedule 5: Environment, Empowerment & Sustainability: Plan		

5.3 Step 3: FINANCIAL STABILITY

5.4 Step 4: Selection of Bidder

5.5 Step 5: Contract Award

Respondent's Signature

Date and Company Stamp

SECTION 5: REQUEST FOR PROPOSAL

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

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

represented by _____ in my
capacity as _____

being duly authorised, hereby lodge an **REQUEST FOR PROPOSAL** in the Consolidation of all or part of
RCB Coal Stockpiles to a BOP Conveyor Solution, as follows:

ADDRESS FOR NOTICES

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

Name of entity: _____ Facsimile: _____

Address: _____

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

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

.....

.....

.....

.....

.....

.....

Respondent's Signature

Date and Company Stamp

TRANSNET PORT TERMINALS

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ANNEXURE B: RETURNABLE DOCUMENTS CHECKLIST

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

Minimum Requirements - Returnable Documents	Submitted [✓]
SECTION 1: SBD1 FORM	
SECTION 2: Notice to Respondents	
SECTION 3: RFP Scope of Requirements	
SECTION 4: Transnet's RFP Information	
SECTION 5: REQUEST FOR PROPOSAL	
PROOF OF ELIGIBILITY:	
a) Proof of land ownership and / or intent to lease land agreement	
b) Certificate of attendance of compulsory Site Meeting / RFP Briefing	
c) Completed and submission compliance information and returnable schedules	
TECHNICAL SUBMISSION (Schedule 1 – 5)	
Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years (Schedule 5)	
SECTION 6: Certificate Of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
SECTION 7: RFP Clarification Request Form	
SECTION 8: SBD 4 - Bidder's Disclosure	
SECTION 10: Protection of Personal Information	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

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

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

1 _____

Name _____

2 _____

Name _____

ADDRESS OF WITNESSES

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature_____
Date and Company Stamp

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

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

1	Transnet's General Bid Conditions
2	Transnet's Supplier Integrity Pact

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in this RFP unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid.

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/RFP was unclear but in respect of which he/she failed to obtain clarity.

SIGNED at _____ on this _____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date and Company Stamp

Enquiry Number: TPT/2025/11/0020/110658/RFP

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RFP No: TPT/2025/11/0020/110658/RFP

Deadline for RFP clarification submissions: Before 15:00 pm on 05 December 2025

TO: Transnet SOC Ltd

ATTENTION: Sandisiwe Shembe

EMAIL: Sandisiwe.Shembe@transnet.net

DATE:

FROM:

RFP Clarification No *[to be inserted by Transnet]*

.....

REQUEST FOR PROPOSAL CLARIFICATION:

[illegible]

Respondent's Signature

Date and Company Stamp

SECTION 8: SBD 4 - BIDDER'S DISCLOSURE**1 PURPOSE OF THE FORM**

- 1.1 Any person (natural or juristic) may make an offer or offers in terms of this 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.
- 1.2 Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2 Bidder's declaration

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

YES/NO

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

Full Name	Identity Number	Name of State institution

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

YES/NO

- 2.2.1. If so, furnish particulars:

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

.....
.....

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

YES/NO

- 2.3.1. If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 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.
- 3.6 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.
- 3.7 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

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.

TRANSNET PORT TERMINALS

Enquiry Number: TPT/2025/11/0020/110658/RFP

REQUEST FOR PROPOSAL BACK OF PORT COAL HANDLING SOLUTION FOR TRANSNET PORT TERMINALS RCB

Page 20 of 21

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

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

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

Respondent's Signature

Date and Company Stamp

SECTION 9: CERTIFICATE OF ATTENDANCE OF COMPULSORY RFP BRIEFING

It is hereby certified that –

1. _____

2. _____

Representative(s) of _____ *[name of entity]*

attended the RFP briefing in respect of the proposed Goods / Services to be rendered in terms of this RFP

on _____ 20____

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____

EMAIL _____

NOTE:

This certificate of attendance must be filled in duplicate, one copy to be kept by Transnet and the other copy to be kept by the Respondent.

Respondent's Signature

Date and Company Stamp

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

Respondent's Signature

Date and Company Stamp

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

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

TITLE: REQUEST FOR PROPOSAL

Document reference	Title	No of pages
	This cover page	1
	<i>Request for Proposal</i>	10
	Total number of pages	11

INTERPRETATION AND TERMINOLOGY

Abbreviation	Meaning given to the abbreviation
AIA	Authorised Inspection Authority
BBBEE	Broad Based Black Economic Empowerment
QA	Quality Assurance
SES	Standard Environmental Specification
SHE	Safety, Health and Environment
SHEC	Safety, Health and Environment Co-ordinator
SIP	Site Induction Programme
SMP	Safety Management Plan
SSRC	Site Safety Review Committee
TPT	Transnet Port Terminal
KZN	Kwa-Zulu Natal
ECSA	Engineering Council of South Africa
RCB	Richards Bay
PPE	Personal Protective Equipment
OEM	Original Equipment Manufacturer
COF	Certificates of Fitness
TNPA	Transnet National Port Authority
TRCB	Transnet Richards Bay (TPT & TNPA)
Sqm	Square meter
DBT	Dry Bulk Terminal
MPT	Multi-Purpose Terminal
SOC	State Owned Company

Abbreviation	Meaning given to the abbreviation
EO	Environmental Officer
HAZOP	Hazard and Operability Study
HSSP	Health and Safety Surveillance Plan
HVAC	Heating Ventilation and Air Conditioning
IR	Industrial Relations
IRCC	Industrial Relations Co-ordinating Committee
JSA	Job Safety Analysis
CIRP	Contractor's Industrial Relations Practitioner
Native	Original electronic file format of documentation
NHBRC	National Home Builder Registration Council
PES	Project Environmental Specifications
PIRM	Project Industrial Relations Manager
PIRPMP	Project Industrial Relations Policy and Management Plan
PLA	Project Labour Agreements
PSIRM	Project Site Industrial Relations Manager

TRANSNET PORT TERMINALS

Enquiry Number: TPT/2025/11/0020/110658/RFP

REQUEST FOR PROPOSAL Back of Port Coal Handling Solution for Transnet Port Terminals RCB



PSPM	Project Safety Program Manager
PSSM	Project Site Safety Manager
PrEng	Professional Engineer
ProgEM	Programme Environmental Manager
ProjEM	Project Environmental Manager
QA	Quality Assurance
Reefer	Refrigerated unit
SANS	South African National Standards
SES	Standard Environmental Specification
SHE	Safety, Health and Environment
SHEC	Safety, Health and Environment Co-ordinator
SIP	Site Induction Programme
SMP	Safety Management Plan
SSRC	Site Safety Review Committee
CIDB	Construction Industry Development Board

1 REQUEST FOR PROPOSAL (RFP) OVERVIEW

1.1 Executive Overview

Transnet Port Terminals is a division of Transnet SOC Limited whose core business is to provide cargo handling to a wide spectrum of customers, including shipping lines, freight forwarders and cargo owners. Operations are divided into five major business segments, namely containers, bulk, break bulk, automotive and national port authority. All divisions operate under one umbrella, Richards Bay is one of Transnet Bulk and Break Bulk handling terminal divided into two namely, DBT and MPT.

The Richards Bay Port Terminal has experienced a significant increase in coal volumes over the last three years. This surge, primarily driven by the Russia-Ukraine conflict and subsequent sanctions on Russia, has led to increased demand for South African coal. Consequently, we are seeking innovative solutions from external providers to address the challenges brought about by this growth. This document provides an overview of the current situation and invites interested parties to express their interest and provide information on potential solutions.

1.2 Background

Over the past three years, the Richard's Bay Port Terminal has seen a sharp increase in coal volumes handled annually. The international price of coal rose from a low of USD 38.45 per ton in April 2020 to a high of USD 439 per ton in September 2022, reflecting an average growth of 456%. The terminal's coal volume throughput increased from a design capacity of 4 million tons to 11 million tons per annum (MPT and DBT combined).

1.3 Negative Impact of Coal Volume Growth

1.3.1 Increased Number of Trucks

The increased coal volume has resulted in a high number of trucks transacting with the terminal. The terminal's road infrastructure and stormwater system, including sedimentation ponds, were not designed to handle this volume. Recent challenges include:

- Non-functional stormwater drainage systems.
- Contamination of soil from waste and cargo stored in unpaved and undesignated areas.
- Air pollution affecting employees and surrounding communities.
- Marine pollution, risking the TNPA's dredging license.

1.3.2 Shift from Design

Originally, the RCB Terminal, comprising two terminals in one, was designed for distinct purposes:

- The Dry Bulk Terminal (DBT) handled export bulk commodities (coal, chrome, magnetite, mineral sands, woodchips) and import bulk commodities (sulphur, alumina, Petcoke, etc.), with coal handled via a conveyor servitude from a Grindrod BOP established.
- The Multi-Purpose Terminal (MPT) handled non-bulk commodities (containers, granite, steel piles, etc.).

The terminal now primarily appears as a coal bulk terminal, deviating from its original design.

1.3.3 Unplanned Auxiliary Expenditure

While the terminal has generated significant revenue, it has also faced unplanned expenditure on interventions to address regulatory contraventions, including:

- Customized PPE (dust masks and rompers).
- Dust suppression equipment (dust nets and water tankers).
- Stormwater jetting equipment.
- Industrial cleaning equipment (sweepers and graders).
- Dust monitoring services.
- General cleaning contracts (additional 200 port workers dedicated to clearing).

2 DISCUSSION

2.1 Current Status

Current auxiliary services, while keeping authorities at bay, are not sustainable. A re-imagination of the port terminal is needed, introducing systemic and proactive solutions to ensure business continuity. A high volume of coal currently in terminal stockpiles needs to be relocated to a back of port (BOP) site to follow a convenient, environment and cost-effective route into the port terminal for export operations, similar to existing conveyor solutions, linked to external parties

3 REQUEST OF PROPOSAL

Transnet Port Terminals Richards Bay requests proposals from the industry regarding how a world-class, technologically advanced BOP/Conveyor solution for coal can be achieved. This is a procurement event where Transnet, at its discretion, intends to award the successful bidder and enter into a commercial agreement with them. The successful bidder will be granted access to our infrastructure through a transparent and fair process.

Transnet will make available specific conveyor routes and berths. The business partner may reconfigure or enhance existing infrastructure. Clear demarcation of ownership, access rights, and responsibilities will be established. The conditions of the interface are as follows:

- The back-of-port facility must be outside the terminal boundaries.
- It must be preferably within at 5km radius from the Port of Richards Bay.
- The premises must have access to rail or be in a position to invest in rail siding that can handle at least 50 wagon trains.
- Sufficient stockpile and handling facility that is at least 50 000 sqm for staking, and capable of achieving a minimum of two (2) million tons per annum export operation.
- The interface must be able to connect to H02 and, or H03 conveyor belts.
- Available berths for export operations are 701 & 702.
- The operation may need to utilise a multi-shiploader at these berths.
- The partner will be responsible for energy supply for the proposed solution.

Transnet Port Terminals Richards Bay requests anyone in the industry with a sound and innovative proposal. TPT Port Terminals will engage with interested parties and its customer base to ensure a fair, painless, and considerate transition.

4 SUBMISSION REQUIREMENTS

Interested parties are expected to have at least a comprehensive position of the following:

4.1 Company Profile

- 4.1.1** Provide a company profile reflecting similar operations, company organogram.
- 4.1.2** Qualifications and skills in the form of CVs for the company staff.
- 4.1.3** Company Registration Documents in the form of CSD, generated at least three (3) days before tender submission deadline date.
- 4.1.4** Tax Compliance, BB B EE certificate or sworn affidavit, and Joint venture agreement where applicable.

4.2 Land Rights and Capacity

- 4.2.1** Interested parties must be in position of land ownership and / or intent to lease land from a land owner with valid ownership right to at least 50 000 SQM of operational land to accommodate dry bulk material in line with return of investment. The land must preferably be within 5km radius of the port and have access to railway line and or be in a position to invest in rail siding and adequate road access for the convenience of the main objective.
- 4.2.2** The Back of Port terminal should indicate how they intend to move at least 2 million tons per annum through their facility.
- 4.2.3** Please refer **Schedule 1** for a returnable schedule

4.3 Business Case - Operational Model

- 4.3.1** The operational model used in the back of ports to deliver on the throughput volume should align to the investment proposed, design layout, equipment deployed and operational methodology. The bidder has to provide a high-level simulation of the operational model. The purpose of this is to articulate/confirm how the volume throughput will be achieved.
- 4.3.2** The winning bidder needs to have plans to access rail and have a rail siding that will enable the facility to offload at least 50 wagon trains.
- 4.3.3** Operational Readiness: The successful bidder must ensure that the siding has all required environmental approvals (i.e. authorisations, permits and licences) before commencing with operations.
- 4.3.4** The Back of Port must be managed in accordance with section 28 of the National Environmental Management Act, 1998, as amended and related provisions in other applicable legislations.
- 4.3.5** Environmental Incidents must be reported in accordance with section 30 of the National Environmental Management Act, 1998, as amended and related provisions in other applicable legislations.
- 4.3.6** TPT reserves the right to review the operational plan times submitted by the bidder, and should they prove not to be feasible, adjust these times accordingly.

4.4 Report of the Proposed Solution

4.4.1 Interested party is expected to submit their proposed solution in accordance with guidance in 3 above. Provide a comprehensive report of a proposed solution in response to our Request For Proposal. An interested party is expected to submit their proposed solution. The technical proposed solution should include at least:

- Conveyor Throughput Capacity
- Integration with Transnet Infrastructure
- Innovation and scalability
- Readiness of infrastructure - Timelines of implementation
- The proposed solution should include timelines of implementation, case studies, and examples of similar projects completed successfully in the past.

Please complete and return **Schedule 3**

4.5 Commercial & Financial Viability

4.5.1 The bidder is required to provide a detailed financial model including:

- a. Proposed rate per ton for handling, storage, and export, up to the connecting point.
 - b. Conveyor & Facility Volume throughput at least two (2) million tons per annum of new volumes
 - c. Financial viability and preliminary investment costs feasibility.
- Bidders have to provide a minimum of 2 years audited and signed Financial Statements or Proof of Funding or Provisional Funding from a recognised Financial Institution or proof of self-funding.
 - In instances where investment is self-funded, bidders are to provide company financials and a letter from the bank that supports financials.
 - TPT will calculate the averaged Key Financial Ratios which will be used to assess the Bidder's liquidity and solvency.
 - The Bidder is responsible for ensuring the following data is provided:
 - Current Ratio = Current Assets / Current Liabilities (Norm 2:1) b. Solvency Ratio = Total Assets / Total Liabilities (Norm 1:1)
- Please refer **Schedule 6** for a returnable schedule

4.6 Experience and Capability

- 4.6.1** Experience in Bulk Cargo Handling Conveyor systems construction.
- 4.6.2** Experience in Bulk Cargo Handling Conveyor systems operations.
- 4.6.3** Experience in Bulk Cargo Handling Conveyor systems maintenance.
- 4.6.4** Please refer to **Schedule 2** for a returnable schedule

4.7 Security, Risk and Business Continuity Management Requirements

4.7.1 Risk Management Plan

Bidders are required to submit a Detailed Risk Management Plan to enable TPT comply with PFMA Section 51 and Section 54 and Transnet Integrated Risk Management Policy based on bidders' submissions of their respective Risk Management Policy Framework aligned with relevant standard covering all detailed Risk Management elements amongst others business and project risk assessment, risk register, applied business and project risk assessment methodology, risk mitigation strategies and actions together with application.

A detailed guideline is attached hereto as **Schedule 4**

4.7.2 Business Continuity Management

Bidders are required to submit a detailed and overall BCM Plan to comply with Disaster Management Act covering Bidder's BCM Policy Framework aligned with relevant standard; Business Continuity Plan (BCP); Business Impact Assessment (BIA) and Business Continuity Management Risk Assessment Methodology together with application. A guideline is attached hereto as **Schedule 4**.

4.7.3 Security & Emergency Management Plan

Bidders are responsible for providing a Security and Emergency plan to ensure safety of the customer's cargo:

- a. Security Management Plan and the Security Response Plan that details the:
 - i. Legal compliance (PSIRA, PAPA, Firearms)
 - ii. Technology deployment plan
 - iii. Target hardening measures in line with Minimum Physical Security Standards (MPSS)
 - iv. Security Emergency Response Plan, including:
 - v. Incident management system (Smart technology)
 - vi. Deter, deny, delay, detect, defend threat functions
 - vii. Please refer to **Schedule 4** for a returnable schedule

4.8 Empowerment, Environment and Sustainability Management Plans

The bidder is expected to demonstrate their compliance plans and strategy for Environmental, Social and sustainability in the context of the city bi laws and relevant legislations.

The plans to adhere to localization partnerships and employment and comprehensive stakeholder management plans.

Please refer to **Schedule 5** for returnable schedule

4.9 Compliance with relevant Industry Laws and regulations and protection of information Requirements (bidder to comment)

Overall Compliance with requirements to conform with reform policy framework and related industry rail related laws and regulations Bidders are required to submit their respective legal compliance universe and commit to comply with relevant industry specific Laws and Regulations and any other newly promulgated related Laws post signing Lease agreement.

4.10 Mandatory Site Briefing Attendance

- 4.10.1** Interested parties must submit their proof of mandatory site briefing document signed by Transnet SCM specialist who will be facilitating the process.

5 SUBMISSION DEADLINE

All submissions must adhere to the terms and conditions of submission and deadlines.

RFP documents will contain therein the deadline and date for site briefing with the platform or location. Alternatively.

All submissions should be sent in accordance with the portal procedure in the TPT SCM tender portal.

6 EVALUATION CRITERIA

Submissions will be evaluated based on:

- Relevance and effectiveness of the proposed solution.
- Experience and track record of the solution provider.
- Feasibility and cost-effectiveness of the proposed approach.
- Alignment with our port terminal's goals and requirements.

7 PARTIES GENERAL RESPONSIBILITIES DURING SITE MEETING

7.1 Contractor's Responsibilities

7.1.1 Affected Property entry and security control, permits, and Affected Property regulations

7.1.1.1 The *interested parties must* comply with the Employer's Affected Property entry and security control, permits and Affected Property regulations.

7.1.1.2 The interested parties must ensure that any of his staff, labour and Equipment moving outside of his allocated Affected Property and Service Areas does not obstruct the operations of the Terminal. To this end, access routes are allocated and coordinated by the specialist in charge or the presiding officer.

7.1.1.3 All parties' staff and labour within port during site briefing must comply with Transnet Port Terminals operational safety requirements and are equipped with all necessary personnel protective equipment (PPE).

8 ACCESS TO THE AFFECTED PROPERTY (ACCESS AND SITE INFORMATION)

8.1 Site access

Access to affected property shall be arranged by the project owner or SCM specialist as indicated at the point of intent. The site is at the Bulk Terminal in the Port of Richards Bay. Access to the site will be from the existing public and maintenance road networks whilst access to the Port of Richards Bay will be through the East or West Access Gates. For parties who are visiting the Port for the first time, East gate must be used for security check pre-processing and induction purposes. Access to the Port of Richards Bay will be subject to the TPT security requirements and regulations.

8.2 Site Information

Site Conditions: The groundwater table has been recorded at between 0.8 m and 1.5 m below ground level across the site during winter.

Altitude – sea level

Ambient temperature – 5 to 45 °C

Relative humidity – frequently 100%

Air Pollution – heavily saline and dust laden; industrial and locomotive fumes; ignitable dusts

General wind velocities – up to 60km/ h

Storm wind velocities – up to 180 km /

Climate data for Richards Bay based on monthly averages for the 30-year period: 1961- 1990 (SAW, 2005) 2

9 HEALTH AND SAFETY INFORMATION

All health and safety Acts, rules and regulations must be practiced with accordance to the latest revisions and editions for complete compliance.

9.1 Safety Requirements

TRANSNET PORT TERMINALS

Enquiry Number: TPT/2025/11/0020/110658/RFP

REQUEST FOR PROPOSAL Back of Port Coal Handling Solution for Transnet Port Terminals RCB

- 9.1.1** Interested parties to comply with Health and Safety Acts and its regulations.
- 9.1.2** Refer to Occupational Health & Safety Act 85 of 1993 (“OHSA”) for guidance.
- 9.1.3** Where applicable, service provider must have a safety file submitted to the safety department for assessment.
- 9.1.4** All parties’ staff must be medically fit to be in Transnet premises for site briefing, as exposure to robust environment is possible.
- 9.1.5** Interested party to adhere to all environmental rules and regulations as contemplated in the health and Safety Act.

10 LIST OF REFERENCE SPECIFICATIONS

The list of references below are for the interested parties used in mechanizing and solution mining process.

Drawing/Document number	Revision	Title
6100P002	0	DBT Plant Layout
20/04/2011	10	Commodity Process Flow

Returnable Schedule 1: Land Rights and Capacity

Provide proof of land ownership or Lease Agreement and / or intention to lease land agreement from land owner with ownership rights to a land at least 50 000 SQM handle at least 2 million tons per annum of dry bulk material in line with return of investment.

The land must preferably be within 5 km of the Port of Richards Bay

Failure to comply with the eligibility criteria requirement or no response provided will lead to disqualification.

Attached submissions to this schedule:

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Returnable Schedule 2: Experience and Capacity

Provide proof of experience in Bulk Cargo Handling Conveyor systems construction in the form of traceable reference letters from previous clients, Examples of similar projects completed successfully by the bidder in the past or reflected in the business profile as company business operation.

The submission must include the ff:

- 10.1.1** Track record in bulk logistics (Company Profile) traceable completed projects
- 2.1.2 Team expertise (Technical, SHEQ and Operations) at least 3 years' experience
- 2.1.3 Client references (bulk operation), traceable two (2) references, not older than one year.

Attached submissions to this schedule:

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Returnable Schedule 3: Proposed Technical Solution

Provide a comprehensive report of a proposed solution and our Request For Proposal. An interested party is expected to submit their proposed solution. The technical proposed solution should include at least:

- a) Conveyor Throughput Capacity
- b) Integration with Transnet Infrastructure
- c) Innovation and scalability
- d) Readiness of infrastructure - Timelines of implementation
- e) Financial model and viability AND preliminary costs estimate,

Attached submissions to this schedule:

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Returnable Schedule 4: Security, Risk and Business Continuity Management Requirements

Bidders submit their respective Risk Management Policy Framework aligned with relevant standard covering all detailed Risk Management elements amongst others Security, business continuity and emergency plans. Including but not limited to project risk assessment, risk register, applied business and project risk assessment methodology, risk mitigation strategies and actions together with application to all areas. As laid out in section 4.7 of this document.

Attached submissions to this schedule:

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Returnable Schedule 5: Environment, Empowerment & Sustainability: Plan

The bidder is expected to demonstrate their compliance plans for Environmental, Social and sustainability in the context of the city bi laws and relevant legislations.

The plans to adhere to localization partnerships and employment and comprehensive stakeholder management plans.

Attached submissions to this schedule:

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Returnable Schedule 6: Commercial & Financial Viability

The bidder is required to provide a detailed financial model including:

- Proposed rate per ton for handling, storage, and export, up to the connecting point.
- Conveyor & Facility Volume throughput at least two (2) million tons per annum of new volumes
- Financial viability and preliminary investment costs feasibility.

Bidders have to provide a minimum of 2 years audited and signed Financial Statements or Proof of Funding or Provisional Funding from a recognised Financial Institution or proof of self-funding.

In instances where investment is self-funded, bidders are to provide company financials and a letter from the bank that supports financials.

TPT will calculate the averaged Key Financial Ratios which will be used to assess the Bidder's liquidity and solvency.

The Bidder is responsible for ensuring the following data is provided:

Current Ratio = Current Assets / Current Liabilities (Norm 2:1) b. Solvency Ratio = Total Assets / Total Liabilities (Norm 1:1)

Attached submissions to this schedule:

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TRANSNET PORT TERMINALS

Enquiry Number: TPT/2025/11/0020/110658/RFP

REQUEST FOR PROPOSAL Back of Port Coal Handling Solution for Transnet Port Terminals RCB



NON-DISCLOSURE AGREEMENT

[2025]

THIS AGREEMENT is made between

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

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

and

the Company as indicated in the 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 PROPOSAL [**RFP**] 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.
- 1.1 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.
- 1.2 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.
- 1.3 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.

GENERAL BID CONDITIONS

[2023]

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 **Service Provider or 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 transnetetenders.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 service providers 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 initialed 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/Service Provider, 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/Services 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/Service Provider 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/Services 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/Service Provider 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/Service Provider in relation to the conditions of this clause 244 will be for the account of the Supplier/Service Provider.

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/Service Provider'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 Service Provider on behalf of its foreign principal rendering such Service represents a Service rendered by the principal; and
- b) the Service Provider'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/Service Provider**] 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/Service Provider'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/Service Provider may be required to submit periodical progress reports with regard to the delivery of the Goods/Services.
- c) **Emergency Demands as and when required**
If, due to unforeseen circumstances, supplies of the Goods/Services covered by the Bid are required at short notice for immediate delivery, the Supplier/Service Provider 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/Service Provider 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/Services 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/Services 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/Service Provider [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/Service Provider'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.



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.