

TRANSNET PORT TERMINAL (TPT)an Operating Division of **TRANSNET SOC LTD**[hereinafter referred to as **Transnet**]

[Registration No. 1990/000900/30]

REQUEST FOR PROPOSAL [RFP] [SERVICES]

FOR THE PROVISION OF TYRE MANAGEMENT SERVICES, TYRE MAINTENANCE SERVICES, SUPPLY OF NEW INDUSTRIAL TYRES AND RE-TREADING OF INDUSTRIAL TYRES FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORTS OF RICHARDS BAY, DURBAN, EAST LONDON, NGQURA, PORT ELIZABETH, CAPE TOWN AND SALDANHA TERMINALS ON AN "AS-AND-WHEN-REQUIRED" BASIS FOR A PERIOD OF FIVE (5) YEARS.

FOR A PERIOD OF FIVE (5) YEARS.

RFP NUMBER	ICLM HQ 685/TPT - TPT/2022/11/0032/16987/RFP
ISSUE DATE:	29 NOVEMBER 2022
CLOSING DATE:	20 JANUARY 2023
CLOSING TIME:	12:00 PM
BID VALIDITY PERIOD:	180 BUSINESS DAYS FROM CLOSING DATE

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.

PREFERENTIAL PROCUREMENT PREQUALIFICATION CRITERIA - ONLY THE FOLLOWING RESPONDENTS MAY RESPOND TO THIS RFP:**a) A RESPONDENT SUBCONTRACTING A MINIMUM OF 30% TO THE FOLLOWING DESIGNATED GROUPS**

- EME or QSE which is at least 51% owned by black people or
- EME or QSE which is at least 51% owned by black who are Youth or
- EME or QSE which is at least 51% owned by black people who Women or
- EME or QSE which is at least 51% owned by black people who are disabilities
- EME or QSE which is at least 51% owned by black people who living in Townships or Rural Areas or
- EME or QSE which is at least 51% owned by black people who military veterans

b) TECHNICAL PRE-QUALIFICATION CRITERIA:

- Written confirmation from the bidder that all the tyres that will be supplied to TPT will be from the original manufacturer that is registered with the South African Tyre Manufacturers council (SATMC) and/or European Rubber & Tyre Association (ETRMA).
- Written confirmation that it is able to provide tyre retreading services in accordance to the specifications (SANS 20108:1998 or ECER108:1998; SANS 20109_2017_Ed2 or ECER109:2010; R054r3e; VC8059).
- The bidder to provide proof of registration with the Waste Bureau in accordance with the National Environmental Management Waste Act, 2008 (Act No. 59 of 2008) Waste Tyre Regulations 2017,
- Bidder is able to provide the standby Breakdowns Team onsite support services 24 hours per day and 7 days a week as per SOW. The Bidder to attach the CV's of the employees with proof of qualifications (certified copy of certificates) to support Transnet
- Bidder is able to provide the standby Breakdowns vehicles onsite support services 24 hours per day and 7 days a week. The Bidder to attach proof of ownership logbooks or lease agreement
- Stock level availability, 20% of fast-moving items. The bidder to submit a letter from the OEM confirming they will meet stock availability of 20% for fast moving items and Three (3) References letters from their clients to indicate that they have meet stock availability, in line with their previous or current clients requirements

BIDDERS MUST INDICATE BELOW THE REGION(S) THEY ARE BIDDING FOR, BIDDERS CAN BID FOR MORE THAN ONE REGION.

BIDDER MAY NOT BID FOR PARTS OF THE TERMINALS WITHIN A REGION. BIDDERS MUST BID FOR ALL TERMINALS WITHIN THEIR REGION (S) OF INTEREST.

Region	Terminals	Tick
KZN Region	Durban Container Terminal – Pier 1	
	Durban Container Terminal – Pier 2	
	Maydon Wharf	
	Roro (Point)	
	Richard Bay MPT	
Eastern Cape Region	Port Elizabeth	
	East London	
	Ngqura	
Cape Town Region	Cape Town Container Terminal	
	Cape Town MPT	
	Saldanha MPT	

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RFP FOR THE PROVISION OF TYRE MANAGEMENT SERVICES, TYRE MAINTENANCE SERVICES, SUPPLY OF NEW INDUSTRIAL TYRES AND RE-TREADING OF INDUSTRIAL TYRES FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORTS OF RICHARDS BAY, DURBAN, EAST LONDON, NGQURA, PORT ELIZABETH, CAPE TOWN AND SALDANHA TERMINALS ON AN "AS-AND-WHEN-REQUIRED" BASIS FOR A PERIOD OF FIVE (5) YEARS.

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET PORT TERMINALS, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	ICLM HQ 685/TPT - TPT/2022/11/0032/16987/RFP	ISSUE DATE:	29 NOVEMBER 2022	CLOSING DATE:	20 JANUARY 2023	CLOSING TIME:	12:00PM
DESCRIPTION	PROVISION OF TYRE MANAGEMENT SERVICES, TYRE MAINTENANCE SERVICES, SUPPLY OF NEW INDUSTRIAL TYRES AND RE-TREADING OF INDUSTRIAL TYRES FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORTS OF RICHARDS BAY, DURBAN, EAST LONDON, NGQURA, PORT ELIZABETH, CAPE TOWN AND SALDANHA TERMINALS ON AN "AS-AND-WHEN-REQUIRED" BASIS FOR A PERIOD OF FIVE (5) YEARS.						
BID RESPONSE DOCUMENTS SUBMISSION							
RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER SELECTED (please refer to section 2, paragraph 3 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	Thulane Msibi			CONTACT PERSON			
TELEPHONE NUMBER	066 101 2636			TELEPHONE NUMBER			
FACSIMILE NUMBER	N/A			FACSIMILE NUMBER			
E-MAIL ADDRESS	Thulane.msibi@transnet.net			E-MAIL ADDRESS			
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] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]							
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW]		

Respondent's Signature

Date & Company Stamp

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: _____

SECTION 2 : NOTICE TO BIDDERS**1 INVITATION TO BID**

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

DESCRIPTION	For the provision of tyre management services, tyre maintenance services, supply of new industrial tyres and re-treading of industrial tyres for Transnet SOC Ltd (reg.no 1990/000900/30) Operating as Transnet Port Terminals (hereinafter referred to as "TPT"), for the ports of Richards Bay, Durban, East London, Ngqura, Port Elizabeth, Cape Town And Saldanha terminals on an "as-and-when-required" basis for a period of five (5) years.
TENDER ADVERT	All Transnet tenders are advertised on the National Treasury's e-Tender Publication Portal and the Transnet website. Should one of these media (i.e. National Treasury's e-Tender Publication Portal or Transnet website) not be available, bidders are advised to check on the other media for advertised tenders.
RFP DOWNLOADING	<p>This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge.</p> <p>To download RFP and Annexures:</p> <ul style="list-style-type: none"> • Click on "Tender Opportunities"; • Select "Advertised Tenders"; • In the "Department" box, select Transnet SOC Ltd. <p>Once the tender has been located in the list, click on the "Tender documents" tab and process to download all uploaded documents.</p> <p>The RFP may also be downloaded from the Transnet Portal at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link/site) free of charge (<i>refer to section 2, paragraph 3 below for detailed steps</i>)</p>
COMMUNICATION	<p>Any addenda to the RFP or clarifications will be published on the e-tender portal and Transnet website. Bidders are required to check the e-tender portal or Transnet website prior to finalising their bid submissions for any changes or clarifications to the RFP.</p> <p>Transnet will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>
BRIEFING SESSION	<p>Yes – Non-compulsory</p> <p>Bidders are required to confirm their attendance and to send their contact details including the number of representatives (where applicable) to the following address: Thulane.msibi@transnet.net</p> <p>This is to ensure that Transnet may make the necessary arrangements for the briefing session.</p> <p>Refer to paragraph 2 for details.</p>
CLOSING DATE	<p>12:00 pm on Friday 20 JANUARY 2023</p> <p>Bidders must ensure that bids are uploaded timeously onto the system.</p> <p>As a general rule, if a bid is late, it will not be accepted for consideration.</p> <p><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 challenges. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.</i></p>

VALIDITY PERIOD	<p>180 Business Days from Closing Date</p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.</p>
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Any additional information or clarification will be published on the e-Tender portal and Transnet website, if necessary.

2 FORMAL BRIEFING

A non-compulsory pre-proposal site meeting and/or RFP briefing will be conducted via Teams on the **12 DECEMBER 2022, at 10:00 am** for a period of ± 2 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.

- 2.1 Despite the briefing session being non-compulsory, Transnet nevertheless encourages all Respondents to attend. Transnet will not be held responsible if any Respondent who did not attend the **non-compulsory** session subsequently feels disadvantaged as a result thereof.
- 2.2 Respondents are encouraged to bring a copy of the RFP to the site meeting and/or RFP briefing.

3 PROPOSAL SUBMISSION

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

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 Please sign documents [sign, stamp and date the bottom of each page] before uploading them on the system. The person or persons signing the submission must be legally authorised by the respondent to do so.
- 4.2 **All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.**
- 4.3 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.

- 4.4 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, paragraph 12 below (Legal Review) and Section 6 of the RFP, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

5 JOINT VENTURES OR CONSORTIUMS

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

Respondents are to note that for the purpose of Evaluation, a JV will be evaluated based on one consolidated B-BBEE score card (a consolidated B-BBEE Status Level verification certificate) as per the B-BBEE Preferential Procurement Regulations, 2017 preference point scoring.

6 PREFERENTIAL PROCUREMENT PREQUALIFICATION CRITERIA

6.1. Subcontracting

As prequalification criteria to participate in this RFP, Respondents are required to subcontract a minimum of 30 % [30 percent] of the value of the contract to one or more of the following designated groups:

- an EME or QSE;
- an EME or QSE which is at least 51% owned by Black People;
- an EME or QSE which is at least 51% owned by black people who are youth;
- an EME or QSE which is at least 51% owned by black people who are women;
- an EME or QSE which is at least 51% owned by black people with disabilities;
- an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
- an EME or QSE which is at least 51% owned by black people who are military veterans; or
- a cooperative which is at least 51% owned by black people.

Bidder must submit letter of intent or subcontractor agreement that is signed by the main bidder and the subcontractor accompanied by the CSD, valid BBBEE certificate and tax clearance.

A bid that fails to meet this pre-qualifying criteria will be regarded as an unacceptable bid. Refer to Section 11 to complete the required Subcontracting Pre-Qualification Criteria Form

7 COMMUNICATION

- 7.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted onto the system and to Thulane Msibi before **12:00 pm on the 14th DECEMBER 2022**, substantially in the

form set out in Section 8 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.

- 7.2 After the closing date of the RFP, a Respondent may only communicate with **Thulane Msibi**, at email thulane.msibi@transnet.net on any matter relating to its RFP Proposal.
- 7.3 Respondents are to note that changes to its submission will not be considered after the closing date.
- 7.4 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.
- 7.5 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.

8 CONFIDENTIALITY

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

9 COMPLIANCE

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

10 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.

11 DISCLAIMERS

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

- 11.1 modify the RFP's Goods/Services and request Respondents to re-bid on any such changes;
- 11.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 11.3 disqualify Proposals submitted after the stated submission deadline [closing date];
- 11.4 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 11.5 award a contract for only a portion of the proposed Goods/Services which are reflected in the scope of this RFP;
- 11.6 split the award of the contract between more than one Supplier/Service provider, should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- 11.7 cancel the bid process;
- 11.8 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;
- 11.9 request audited financial statements or other documentation for the purposes of a due diligence exercise;

- 11.10 not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it;
- 11.11 to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- 11.12 to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price, even after they have been issued with a Letter of Regret.
- 11.13 Award one service provider per region but in a case where a contract is supposed to be awarded and there is no service provider that is found to be technically compliant, TPT reserves the right to award more than one (1) region to a bidder that is technically compliant, provided they have presence in that region.
- 11.14 Note that Transnet will not reimburse any Respondent for any preparatory costs or other work performed in connection with its Proposal, whether or not the Respondent is awarded a contract.
- 11.15 **Disqualify bidders that bid for part of the terminals within a region. Bidders must bid for all terminals within their region (s) of interest. Transnet will not consider a bidder that does not comply with this requirement.**

12 LEGAL REVIEW

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

13 SECURITY CLEARANCE

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

14 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

15 TAX COMPLIANCE


Respondents must be compliant when submitting a proposal to Transnet and remain compliant for the entire contract term 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 Respondents 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 individual 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 Systems™


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

				
	<p>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.</p>	<p>What's App Speak to an Agent via What's App.</p>	<p>Speak to an Agent Speak to an Agent via the platform with no call or data charge</p>	<p>Telegram Speak to an Agent via Telegram</p>

 **0800 003 056**

 **086 551 4153**

 **reportit@ethicshelpdesk.com**

 ***120*0785980808#**

SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND

Industrial tyres is considered a high spend commodity in the opex sourcing environment at Transnet Port Terminals (TPT). TPT has approximately twenty (20) variations of operating equipment used in both the Breakbulk and the Container sectors, across various terminals, and the Industrial tyres are an essential component of these equipment.

The tyres comprise of rubber tyres and radial tyres which contains metal for re-reinforcing. The key functions of the tyre are :

- Transferring traction and braking forces to the road surface;
- Changing and maintaining direction of travel;
- Support the load of the vehicle and its content; and
- Absorbing road shocks.

2 EXECUTIVE OVERVIEW

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

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

Specifically, Transnet seeks to benefit in the following ways:

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

3 SCOPE OF REQUIREMENTS

- 3.1 Please refer to **Annexure A** for the full scope of works.

4 GREEN ECONOMY / CARBON FOOTPRINT

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

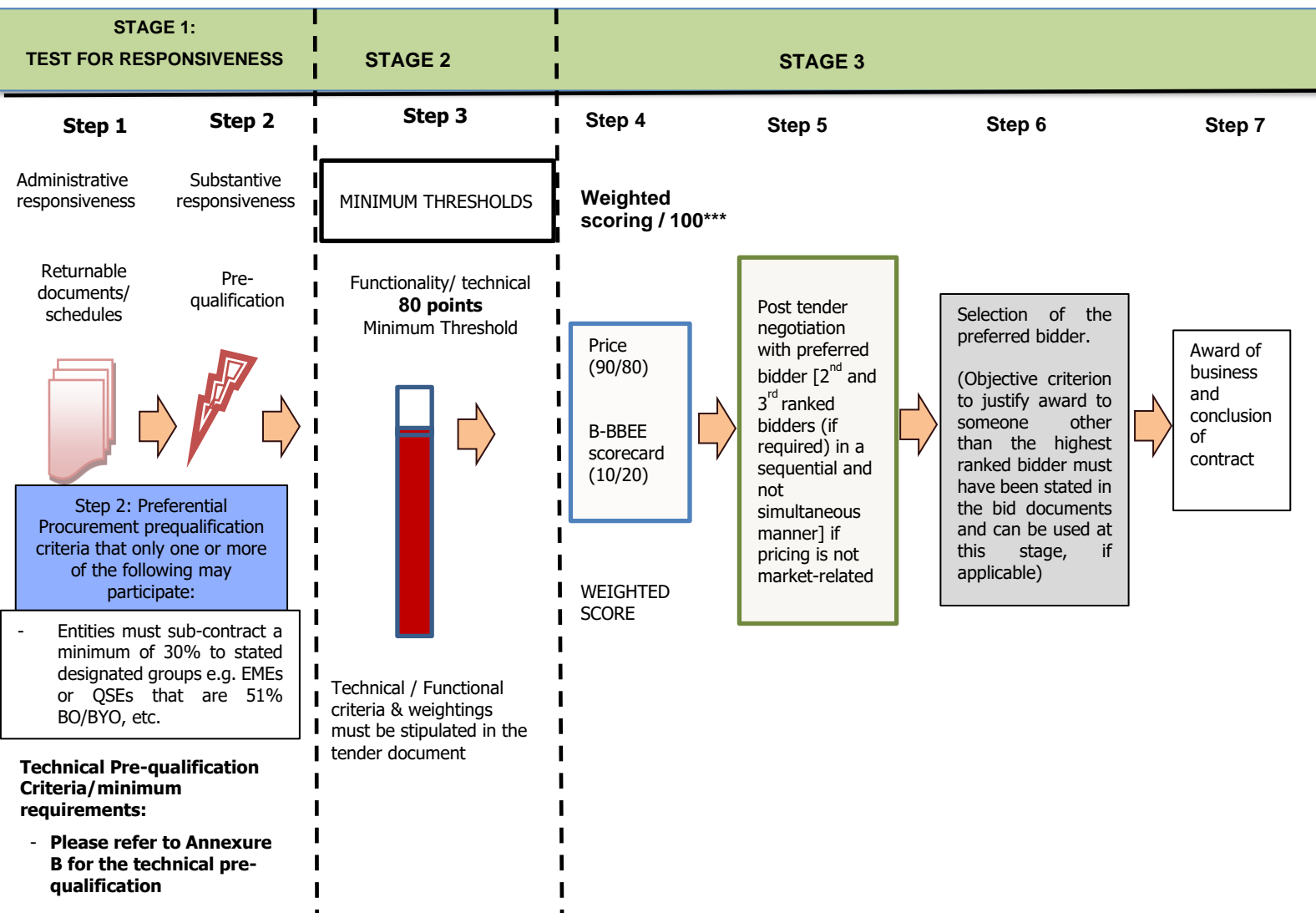
5 GENERAL SERVICE PROVIDER OBLIGATIONS

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

5.2 The Service provider(s) must comply with the requirements stated in this RFP, as well as any legislation applicable to the industry for the supply and waste disposal of industrial tyres.

6 EVALUATION METHODOLOGY

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



NB: Evaluation of the various stages will normally take place in a sequential manner. However, in order to expedite the process, Transnet reserves the right to conduct the different steps of the evaluation process in parallel. In such instances

the evaluation of bidders at any given stage must not be interpreted to mean that bidders have necessarily passed any previous stage(s).

6.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
<ul style="list-style-type: none"> Whether the Bid has been lodged on time 	<i>Section 1 paragraph 3</i>
<ul style="list-style-type: none"> Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time 	<i>Section 5</i>
<ul style="list-style-type: none"> Verify the validity of all returnable documents 	<i>Section 5</i>
<ul style="list-style-type: none"> Verify if the Bid document has been duly signed by the authorised respondent 	<i>All sections</i>

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

6.2 STEP TWO: Test for Substantive Responsiveness to RFP

The test for substantive responsiveness to this RFP will include the following:

Check for substantive responsiveness	RFP Reference
<ul style="list-style-type: none"> Whether any general and legislation qualification criteria set by Transnet, have been met 	<i>All sections including: Section 2 paragraphs, 2.2, 6, 11.2, General Bid Conditions clause 20</i>
<ul style="list-style-type: none"> Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule 	<i>Section 4</i>
<ul style="list-style-type: none"> Whether the Bid materially complies with the scope and/or specification given 	<i>All Sections</i>
<ul style="list-style-type: none"> Whether any Technical pre-qualification/eligibility criteria set by Transnet have been met as follows: <ul style="list-style-type: none"> Written confirmation from the bidder that all the tyres that will be supplied to TPT will be from the original manufacturer that is registered with the South African Tyre Manufacturers council (SATMC) and/or European Rubber & Tyre Association (ETRMA). In the event that the manufacturer is the bidder, a letter confirming that the bidding manufacturer is registered to be submitted on the manufacturer's letterhead. The bidder to provide written confirmation that it is able to provide tyre retreading services in accordance to the specifications (SANS 20108:1998 or ECER108:1998 ; SANS 20109_2017_Ed2 or ECER109:2010; R054r3e; VC8059). The retreading services can either be done in-house or be outsourced The bidder to provide proof of registration with the Waste Bureau in accordance with the National Environmental Management Waste Act, 2008 (Act No. 59 of 2008) Waste Tyre Regulations 2017, or confirm that it will only utilize a company that is registered with the Waste Bureau for disposal of tyres. Bidder to provide proof of registration for outsourced company. 	<i>Section 3 – Scope of Work Annexure B</i>

<ul style="list-style-type: none"> – Bidder is able to provide the standby Breakdowns Team onsite support services 24 hours per day and 7 days a week as per SOW. The Bidder to attach the CV's of the employees with proof of qualifications (certified copy of certificates) to support Transnet – Bidder is able to provide the standby Breakdowns vehicles onsite support services 24 hours per day and 7 days a week. The Bidder to attach proof of ownership log books or lease agreement – Stock level availability, 20% of fast-moving items. The bidder to submit a letter from the OEM confirming they will meet stock availability of 20% for fast moving items and three (3) References letters from their clients to indicate that they have meet stock availability, in line with their previous or current clients requirements 	
<ul style="list-style-type: none"> • Whether any set prequalification criteria for preferential procurement have been met: <ul style="list-style-type: none"> – Indicate any subcontracting prequalification criterion/criteria to designated groups as per Section 2, paragraph 6. Bidders must submit a subcontractor agreement, CSD report of the subcontractor as well as BBBEE certificate of the subcontractor. 	<p><i>Section 2 - Paragraph 6</i></p> <p><i>Irena@Optimumlearn.Com</i></p>

The test for substantive responsiveness [Step Two] must be passed for a Respondent's proposal to progress to Step Three for further evaluation

6.3 **STEP THREE: Minimum Threshold 80 points for Technical Criteria**

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

Evaluation Criteria	Description	Scoring principal	Weighting
Certificates	<p>Service Provider must provide a valid Calibration certificates for all tools that are used for tyre maintenance as per OEM specification. This include but not limited to:</p> <p>1) 3 yearly Air receiver Hydraulic pressure test certificates.</p> <p>2) Yearly compressor pressure gauge calibration certificate</p> <p>3) Yearly safety valve calibration certificate on air receiver</p> <p>4) Torque wrench calibration certificates</p>	<p>Provide a valid calibration certificates on the date of submission, covering all 4points, per Region.</p> <p>Provide evidence of:</p> <ol style="list-style-type: none"> Two (2) certificates of air receiver per Region / Four (4) certificates for 2 Regions / Six (6) certificates for 3 Regions Two (2) certificates of compressors per Region / Four (4) certificates for 2 Regions / Six (6) certificates for 3 Regions Two (2) certificates of safety valves per Region / Four (4) certificates for 2 Regions / Six (6) certificates for 3 Regions Two (2) certificates of torque wrench per Region / Four (4) certificates for 2 Regions / Six (6) certificates for 3 Regions <p>Submit all calibration certificates as stated on point (1-4) = 21 points</p> <p>Submit calibration certificates covering only 3 points out of 4 point = 10 points</p> <p>Submit calibration certificates covering less than 3 points and or submit less than Two (2) certificates for each point per region / less than Four (4) certificates for 2 Regions / less than Six (6) certificates for 3 Regions = Zero (0) points</p>	21
Lead Time	<p>Lead times for supplying new tyres after receipt of purchase order,</p>	<ol style="list-style-type: none"> The bidder should submit a forecast supply lead time; accompanied by projection plan. The bidder to submit a letter from the OEM confirming they will meet the Leadtime. <p>Cover all two (2) points with Leadtime ≤ 5hours = 21 points</p> <p>Cover all two (2) points with Leadtime ≤ 10hours = 15 points</p> <p>Cover all two (2) points with Leadtime ≤ 12hours = 10 points</p> <p>Cover all two (2) points with Leadtime >12hours or less than two (2) points = Zero (0) points</p>	21

	Lead times for tyre retreading after the receipt of purchase order.	Provide three (3) References from different clients that indicate they have met delivery dates for retreading (not older than five (5) years). Submit three (3) reference letters = 10 points Submit two (2) reference letters = 5 points Submit less than 2 reference letters or not submitted = Zero (0) points	10
	Response time to breakdowns from the time of receiving the notification of breakdown	Provide historical data (e.g., Signed log sheets/Job cards) of previous breakdown response time for onsite and off site; that are within the Transnet acceptable response time: ≤ 1hour offsite / ≤ 20min onsite = 17 points > 1 hour, <2hours offsite / >20min, <30min onsite = 10 points >2 hours offsite / >30min onsite = Zero (0) points	17
Reference	Provide evidence related to tyre maintenance services, three reference letters from different Companies or Operational divisions [the letter should not be older than one (1) year from the date the tender is submitted] Bidder must have 3yrs experience or more	Three (3) years' experience on Tyre maintenance, three (3) or more contracts longer than a 1 year each from three (3) different clients = 21 points Three (3) years' experience on Tyre maintenance, three (3) or more contracts longer than a 1 year each from 2 clients = 15 point Three (3) years' experience on Tyre maintenance, three (3) or more contracts longer than a 1 year from 1 client = 10 points Less than three (3) contracts or less than three (3) years' experience on Tyre maintenance = Zero (0) points	21
Quality of retread	Retreaded Tyre minimum operating life span without failure or rubber separation (retread peeling off) in terms of months, or operating hours, or kilometers.	Historical data of life span of tyres after retreading without failure, three (3) supporting documents from the bidders clients (not less than five (5) years). Meeting Transnet minimum operation: ≥ (6000 hours/ 60 000km / 12 months) = 10 points ≥ (4000 hours/ 40 000km / 9 months) = 6 points ≥ (3000 hours/ 30 000km / 6 months) = 4 points < (3000 hours/30 000km /6 months) = Zero (0) points	10
TOTAL RATING			100

*A Respondent's compliance with the minimum functionality/technical threshold will be measured by their responses to **Annexure B***

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

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

6.4 STEP FOUR: Evaluation and Final Weighted Scoring

a) Price and TCO Criteria [Weighted score 80/90 points]:

Evaluation Criteria	RFP Reference
<ul style="list-style-type: none"> Commercial offer 	Section 4
<ul style="list-style-type: none"> Commercial discounts¹ Price adjustment conditions / factors Exchange rate exposure Disbursements 	Section 4

Transnet will utilise the following formula in its evaluation of Price:

$$PS = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \text{ or } PS = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

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

b) Broad-Based Black Economic Empowerment criteria [Weighted score 20/10 points]

- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form
- Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 4.1 of the B-BBEE Preference Points Claim Form.

NB: Either the 80/20 or 90/10 preference point system will apply.

6.5 SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Thresholds	Minimum Threshold
Technical / functionality	80

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

¹ Only unconditional discounts will be taken into account during evaluation. A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment is effected

6.6 STEP FIVE: Post Tender Negotiations

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

6.7 STEP SIX: Objective Criteria (if applicable)

Transnet reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder. The objective criteria Transnet may apply in this bid process include:

- Geographical location, bidder are required to be within a 50km radius of all the terminals within the region they are bidding for. please refer to **Annexure I: Proximity to market** as well as **Annexure H** for the checklist of the items that will confirmed on the day of the site visit.
- The Bidder to provide an electronic Tyre Management System that can provide the tyre performance management solution, tyre threads & pressure [as per SOW Tyre management 5.1(a)], please also refer to **Annexure H** with a checklist of the items that will be confirmed on the day of the site visit.
- all Risks identified during a risk assessment exercise/probity check (which may be conducted by an authorised third party) that would be done to assess all risks, including but not limited to:
 - the financial stability of the bidder based on key ratio analysis, which would include, but not be limited to Efficiency, Profitability, Financial Risk, Liquidity, Acid Test, and Solvency;
 - a due diligence to assess functional capability and capacity and stock availability. This could be include in during site visit;
 - A commercial relationship with a Domestic Prominent Influential Person (DPIP) or Foreign Prominent Public Official (FPPO) or an entity of which such person or official is the beneficial owner; and
 - Reputational and Brand risks

6.8 STEP SEVEN: Award of business and conclusion of contract

- Immediately after approval to award the contract has been received, the successful bidder(s) will be informed of the acceptance of his/their Bid by way of a Letter of Award. Thereafter the final contract will be concluded with the successful Respondent(s).
- A final contract will be concluded and entered into with the successful Bidder at the acceptance of a letter of award by the Respondent.

SECTION 4: PRICING AND DELIVERY SCHEDULE

I/We quote as follows for the consulting services required, including VAT as per **Annexure C: Pricing Schedule**
Respondents are to note that Transnet will round off final pricing scores to the nearest 2 (two) decimal places.

Notes to Pricing:

- a) This project will be awarded per region as detailed in section C: Pricing schedule, Bidders are required to complete the pricing schedule/s of the region/s they are bidding for. Bidders can bid for more than one region should they have the capacity to do so.
- b) The bidders are required to bid for all the terminals within the region they are bidding.
- c) Respondents are to note that if the price offered by the highest scoring bidder is not market-related, Transnet may not award the contract to that Respondent. Transnet may-
 - (i) negotiate a market-related price with the Respondent scoring the highest points or cancel the RFP;
 - (ii) if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFP;
 - (iii) if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFP.

If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet must cancel the RFP.
- d) Prices must be quoted in South African Rand inclusive of VAT.
- e) Any disbursement not specifically priced for will not be considered/accepted by Transnet.
- f) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- g) Quantities given are estimates only. Any orders resulting from this RFP will be on an "as and when required" basis.
- h) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- i) Where a Respondent's price(s) includes imported goods/items, the rate of exchange to be used must be in South African Rands for purposes of determining whether the price is market related or not and must be the currency's rate published by the South African Reserve Bank on the date of the advertisement of the bid:
 Currency rate of exchange utilised: _____
- j) In respect of incoterms conditions, if applicable, please refer to paragraph 25 of the General Bid Conditions which is attached to the RFP as Annexure
- k) Manufacturing and delivery lead time calculated from date of receipt of purchase order: _____ weeks.
- l) **Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed a period of 12 months, subject thereafter to adjustment (i.e. after the initial period of 12 months), utilizing CPIX.**

.....

YES	
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1. DISCLOSURE OF CONTRACT INFORMATION**PRICES TENDERED**

Respondents are to note that, on award of business, Transnet is required to publish the tendered prices of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za), as required per National Treasury Instruction Note 01 of 2015/2016.

JOHANNESBURG STOCK EXCHANGE DEBT LISTING REQUIREMENTS

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

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

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

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

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

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

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

2. PRICE REVIEW

The successful Respondent(s) [the Service provider] will be obliged to submit to an annual price review. Transnet will be benchmarking this price offering(s) against the lowest price received as per a benchmarking exercise. If the Service provider's price(s) is/are found to be higher than the benchmarked price(s), then the Service provider shall match or better such price(s) within 30 [thirty] calendar days, failing which the contract may be terminated at Transnet's discretion or the particular item(s) or service(s) purchased outside the contract.

3. RETURN OF SURPLUS GOODS

Respondents are required to indicate whether they have a return policy in place (if so, attach a copy):

YES		NO	
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Respondents are required to indicate a reasonable timeframe during which Transnet may return any surplus goods: _____

4. MANUFACTURERS

The Respondents must state hereunder the actual manufacturer(s) of the Goods tendered for:

4.1 Local Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS

4.2 Foreign Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS

5. INSPECTION DETAILS

The Respondents must state the actual name(s) and address/addresses of the suppliers of the Goods for inspection purposes only:

5.1 Local Manufacturer(s)

RFP ITEM NO.	NAME	BUSINESS ADDRESS

5.2 Foreign Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS

6. IMPORTED CONTENT

The Respondents must state hereunder the value and percentage of the imported content as well as the country of origin in respect of each item tendered for:

RFP ITEM NO / DESCRIPTION.	VALUE	% COST	COUNTRY OF ORIGIN

Note: Where more than one country is applicable to one item, the Respondents must furnish this information separately.

7. EXCHANGE AND REMITTANCE

The attention of the Respondents is directed to clause 17 [*Exchange and Remittance*] of the General Bid Conditions. If Transnet is requested by the Respondent to effect payment overseas direct to the Respondent's principal or service provider, which is not a registered South African Company please complete the details below, using the rate of exchange published by the South African Reserve Bank 7 [seven] calendar days before the closing date of this RFP:

7.1 ZAR 1.00 [South African currency] being equal to _____ [*foreign currency*]

7.2 _____ % in relation to tendered price(s) to be remitted overseas by Transnet

7.3 _____ [Name of country to which payment is to be made]

7.4 Beneficiary details:

Name [Account holder] _____

Bank [Name and branch code] _____

Swift code _____

Country _____

7.5 _____ [Applicable base date of Exchange Rate used]

Respondents are advised that should a contract be awarded for deliveries on an "as and when required" basis, any future remittance(s) to overseas principals/service providers, as instructed above, will be based on an agreed rate of exchange related to the contractual price of the Goods/Services at that time.

Respondents should note that Transnet would prefer to receive fixed price offers expressed in South African Rand [ZAR].

8. EXPORT CREDIT AGENCY SUPPORTED FINANCE

In order to finance its payment obligations under a future contract where foreign transactions are involved, Transnet may consider raising debt financing [an **ECA Facility**] from one or more banks or financial institutions, with the benefit of export credit agency [**ECA**] credit support to be provided by an ECA.

Under such circumstances the successful Respondent will agree to undertake:

- a) to provide [and/or cause the Parent/OEM to provide, as applicable] to Transnet and the banks and financial institutions that may participate in the ECA Facility all such assistance as an importer of Goods and/or Services, which are eligible for ECA credit supported finance by an ECA, is generally required to provide for the purposes of obtaining ECA support;

- b) not to do or [as Supplier of the relevant eligible Goods or services] omit to do anything, which may adversely affect Transnet's prospects of qualifying for or, once obtained, maintaining ECA credit support by an ECA in respect of an ECA Facility.

All cost, expenses, charges and liabilities incurred by Transnet in establishing an ECA Facility with credit support from an Export Credit Agency, may be for the account of Transnet.

9. SERVICE LEVELS

- 9.1 An experienced national account representative(s) is required to work with Transnet's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 9.2 Transnet will have quarterly reviews with the Service provider's account representative on an on-going basis.
- 9.3 Transnet reserves the right to request that any member of the Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 9.4 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:
- a) Random checks on compliance with quality/quantity/specifications
 - b) On-time delivery
 - c) Call out response within 2 or 5 hours

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

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

Acceptance of Service Levels:

YES		NO	
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10. RISK

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

10.1 **Quality and specification of Goods/Services delivered:**

10.2 **Continuity of supply:**

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

10.4 Compliance with the Waste Tyre Regulations 2017:

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature_____
Date & Company Stamp

SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS

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

_____ carrying on business trading/operating as

represented by _____

in my capacity as _____

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

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

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

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

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

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

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

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply/provision of Goods/Services within 2 [two] weeks thereafter, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

Respondent's Signature

Date & Company Stamp

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

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

ADDRESS FOR NOTICES

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

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

Name _____ of _____ Entity:

Facsimile: _____

Address: _____

NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract(s), the successful Respondent [**the Supplier/Service provider**] will be informed of the acceptance of its Proposal. Unsuccessful Respondents will be advised in writing of the name of the successful Supplier/Service provider and the reason as to why their Proposals have been unsuccessful, for example, in the category of price, delivery period, quality, B-BBEE status or for any other reason.

VALIDITY PERIOD

Transnet requires a validity period of 180 Business Days [from closing date] against this RFP, excluding the first day and including the last day.

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

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

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

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

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

RETURNABLE DOCUMENTS

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

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

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

a) Mandatory Returnable Documents

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

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
Section 1: SBD1 Form	
SECTION 4 : Pricing and Delivery Schedule	
ANNEXURE B: Technical Pre-Qualification	
SECTION 11: Subcontracting Prequalification Criteria Form	
Valid B-BBEE certificate(s) or Sworn Affidavit(s), CSD report and Subcontracting agreement for the proposed subcontractor(s)	
Technical Pre-qualification requirements:	
<ul style="list-style-type: none"> Written confirmation from the bidder that all the tyres that will be supplied to TPT will be from the original manufacturer that is registered with the South African Tyre Manufacturers council (SATMC) and/or European Rubber & Tyre Association (ETRMA). In the event that the manufacturer is the bidder, a letter confirming that the bidding manufacturer is registered to be submitted on the manufacturer's letterhead. 	
<ul style="list-style-type: none"> The bidder to provide written confirmation that it is able to provide tyre retreading services in accordance to the specifications (SANS 20108:1998 or ECER108:1998 ; SANS 20109_2017_Ed2 or ECER109:2010; R054r3e; VC8059). The retreading services can either be done in-house or be outsourced 	
<ul style="list-style-type: none"> The bidder to provide proof of registration with the Waste Bureau in accordance with the National Environmental Management Waste Act, 2008 (Act No. 59 of 2008) Waste Tyre Regulations 2017, or confirm that it will only utilize a company that is registered 	

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
with the Waste Bureau for disposal of tyres. Bidder to provide proof of registration for outsourced company.	
– Bidder is able to provide the standby Breakdowns Team onsite support services 24 hours per day and 7 days a week as per SOW. The Bidder to attach the CV's of the employees with proof of qualifications (certified copy of certificates) to support Transnet	
– Bidder is able to provide the standby Breakdowns vehicles onsite support services 24 hours per day and 7 days a week. The Bidder to attach proof of ownership log books or lease agreement	
– Stock level availability, 20% of fast-moving items. The bidder to submit a letter from the OEM confirming they will meet stock availability of 20% for fast moving items and three (3) References letters from their clients to indicate that they have meet stock availability, in line with their previous or current clients requirements	

b) Returnable Documents Used for Scoring

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

<u>RETURNABLE DOCUMENTS USED FOR SCORING</u>	SUBMITTED [Yes or No]
Provide a valid calibration certificate on the date of submission, covering all 4points. Provide evidence of: <ol style="list-style-type: none"> Point 1. Two (2) certificates of air receiver per Region / Four (4) certificates for 2 Regions / Six (6) certificates for 3 Regions Point 2. Two (2) certificates of compressors per Region / Four (4) certificates for 2 Regions / Six (6) certificates for 3 Regions Point 3. Two (2) certificates of safety valves per Region / Four (4) certificates for 2 Regions / Six (6) certificates for 3 Regions Point 4. Two (2) certificates of torque wrench per Region / Four (4) certificates for 2 Regions / Six (6) certificates for 3 Regions 	
<ol style="list-style-type: none"> The bidder should submit a forecast supply lead times; accompanied by projection plan. The bidder to submit a letter from the OEM confirming they will meet the lead-time. 	
Provide three (3) References from different clients that indicate they have met delivery dates for retreading (not older than five (5) years).	
Provide historical data (e.g. Signed log sheets/Job cards) of previous breakdown response time for onsite and off site; that are within the Transnet acceptable response time:	
Provide evidence related to tyre maintenance services, three reference letters from different Companies or Operational divisions [the letter should not be older than one (1) year from the date the tender is submitted] Bidder must have 3yrs experience or more	
Historical data of life span of tyres after retreading without failure, three (3) supporting documents from the bidders' clients (not less than five (5) years).	

c) Essential Returnable Documents:

Over and the above the requirements of section (a) and (b) mentioned above, Respondents are further required to submit with their Proposals the following **Essential Returnable Documents** and also to confirm submission of these documents by so indicating [Yes or No] in the table below: **CONTINUED VALIDITY OF RETURNABLE**

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
SECTION 5: Proposal Form and List of Returnable documents	
SECTION 6 : Certificate Of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
SECTION 7 : RFP Declaration and Breach of Law Form	
SECTION 9: B-BBEE Preference Claim Form	
SECTION 10 : Certificate of attendance of compulsory / non-compulsory Site Meeting / RFP Briefing	
SECTION 11: Subcontracting pre-qualification form	
SECTION 12: Job-Creation Schedule	
SECTION 13: SBD 5 (NIPP)	
SECTION 14: Protection of Personal Information	
Geographical location, bidder are required to be within a 50km radius of all the terminals within the region they are bidding for. please refer to Annexure I: Proximity to TPT Terminals.	
The Bidder to provide an electronic Tyre Management System that can provide the tyre performance management solution, tyre threads & pressure [as per SOW Tyre management 5.1(a)].	

DOCUMENTS

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

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

Respondent's Signature_____
Date & Company Stamp

2 _____
Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date & Company Stamp

SECTION 6: CERTIFICATE OF ACQUAINTANCE WITH RFP, MASTER AGREEMENT & APPLICABLE DOCUMENTS

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

1	Transnet's General Bid Conditions
2	Master Agreement and SLA attached
3	Transnet's Supplier Integrity Pact
4	Non-disclosure Agreement

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

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

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

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

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date & Company Stamp

SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFP Clarification purposes;
2. We have received all information we deemed necessary for the completion of this Request for Proposal [**RFP**];
3. We have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Goods/Services as well as Transnet information and Employees, and have had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. At no stage have we received additional information relating to the subject matter of this RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents;
5. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements requested from Bidders in responding to this RFP have been conducted in a fair and transparent manner;
6. We have complied with all obligations of the Bidder/Supplier as indicated in the Transnet Supplier Integrity which includes but are not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with Transnet;
7. We declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this Bid;
8. We declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of Transnet;
9. In addition, we declare that an owner / member / director / partner / shareholder/employee of our entity **has / has not been** [delete as applicable] a former employee or board member of Transnet in the past 10 years. I further declare that if they were a former employee or board member of Transnet in the past 10 years that they **were/were not** involved in the bid preparation or had access to the information related to this RFP; and
10. If such a relationship as indicated in paragraph 7, 8 and/or 9 exists, the Respondent is to complete the following section:

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

11. We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet [other than any existing and appropriate business relationship with Transnet] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

BIDDER'S DISCLOSURE (SBD4)

12 PURPOSE OF THE FORM

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

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

13 Bidder's declaration

13.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest² in the enterprise, employed by the state?

NO
YES/

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

Full Name	Identity Number	Name of State institution

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

--	--	--

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

YES/NO

13.2.1. If so, furnish particulars:

.....
.....

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

YES/NO

13.3.1. If so, furnish particulars:

.....
.....

14 DECLARATION

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

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

14.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

14.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

14.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

14.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

14.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 14.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

BREACH OF LAW

We further hereby certify that *I/we* (the bidding entity and/or any of its directors, members or partners) ***have/have not been*** [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

Where found guilty of such a serious breach, please disclose:

NATURE OF BREACH:

DATE OF BREACH: _____

Furthermore, I/we acknowledge that Transnet SOC Ltd reserves the right to exclude any Respondent from the bidding process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

SIGNED at _____ on this ____ day of _____ 20__

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

Date & Company Stamp

SECTION 9 : B-BBEE PREFERENCE POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [**B-BBEE**] Status Level of Contribution.

Transnet will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

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

	POINTS
PRICE	80/90
B-BBEE STATUS LEVEL OF CONTRIBUTION	20/10
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
- the B-BBEE status level certificate issued by an authorised body or person;
 - a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

3. POINTS AWARDED FOR PRICE

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

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

80/20 **OR** 90/10

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \text{ OR } PS = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 4.2 The table below indicates the required proof of B-BBEE status depending on the category of enterprises:

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
EME⁴	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contribution: . = (maximum of 10 points)
- (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

⁴ In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a sworn affidavit as the generic codes are not applicable to them.

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and

6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
- (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (f) forward the matter for criminal prosecution.

WITNESSES

1.
2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS.....

SECTION 10: CERTIFICATE OF ATTENDANCE OF NON-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 bidder.

Respondent's Signature

Date & Company Stamp

SECTION 11: SUBCONTRACTING PREQUALIFICATION CRITERIA FORM

- a) As a prequalification criterion to participate in this RFP, Respondents are required to subcontract a minimum of 30% [thirty percent] of the value of the contract to one or more of the following designated groups:
- an EME or QSE which is at least 51% owned by black people;
 - an EME or QSE which is at least 51% owned by black people who are youth;
 - an EME or QSE which is at least 51% owned by black people who are women;
 - an EME or QSE which is at least 51% owned by black people with disabilities;
 - an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
 - a cooperative which is at least 51% owned by black people;
 - an EME or QSE which is at least 51% owned by black people who are military veterans;
 - a cooperative which is at least 51% owned by black people;

Respondents are to note that Transnet will not round off subcontracting percentage for the purposes of determining whether the subcontracting condition has been met.

- b) A bid that fails to meet this pre-qualifying criterion will be regarded as an unacceptable bid.
- c) For a list of potential subcontractors, Respondents may refer to the National Treasury Central Database website and conduct a subcontractor search using the procurement reference number: **TPT/2022/11/0032/16987/RFP**. The list must be accessed as follows:
- Log on to the CSD website (<https://secure.csd.gov.za/>);
 - Click on Search and select Subcontractor Search;
 - Enter the Procurement reference number **TPT/2022/11/0032/16987/RFP** and
 - Click on "Run Search".
- d) Respondents have the discretion of identifying and selecting suppliers, who are registered on the National Treasury supplier database (CSD) but do not appear on the list provided by Transnet, for purposes of subcontracting.
- e) **Respondents are required to submit proof of the subcontracting arrangement between themselves and the subcontractor.**
- f) Respondents are to note that it is their responsibility to select competent subcontractors that meet all requirements of the bid so that their bid is not jeopardised by the subcontractor when evaluated.
- g) Respondents are responsible for all due diligence on their subcontractors.
- h) Respondent/s are discouraged from subcontracting with their subsidiary companies as this may be interpreted as subcontracting with themselves and / or using their subsidiaries for fronting. Where a Respondent intends to subcontract with their subsidiary this must be declared in their bid response.
- i) The successful Respondent awarded the contract may only enter into a subcontracting arrangement with Transnet's prior approval.

- j) The contract will be concluded between the successful Respondent and Transnet, therefore, the successful Respondent and not the sub-contractor will be held liable for performance in terms of its contractual obligations.

Attachments to this form

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

- a) Subcontractor's valid proof of B-BBEE status;
 b) Company Organogram of Subcontractor(s) reflecting current staff complement;
 c) Each staff members' experience in years;

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

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

e) Work to be subcontracted:

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

Note:

For the purpose of determining that the pre-qualification criteria has been complied with, Respondents must cumulatively meet the minimum 30% pre-qualification requirement and provide a valid B-BBEE certificate(s) or Sworn Affidavit(s) for the proposed subcontractor(s) listed above. ***Failure to provide a valid B-BBEE certificate(s) or Sworn Affidavit(s) for proposed subcontractor(s) which makes up the minimum 30% pre-qualification requirement at the Closing Date and time of this RFP will result in a Respondent's disqualification.***

SECTION 12: JOB-CREATION SCHEDULE**(Please ensure that you return this schedule with your bid submission)**

The Government has identified State Owned Enterprises sourcing activities as a key enabler to achieve the National Development Plan (NDP) objective of reducing unemployment from the current baseline of 28% to 6%. In order to give effect to these job creation objectives, Respondents are required to provide the following undertaking of new jobs that will be created (either by them or by their subcontractors) should they be awarded this bid.

Note that this undertaking is not required if a NIPP obligation is applicable to a Respondent's bid as indicated in Section 13. **Respondents are required to indicate below whether the NIPP obligation is applicable to their bid:**

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

(a) Please indicate total number of new jobs that will be created over the term of the contract:

Total number and value of new jobs created	Total number of new jobs	Total rand value of new jobs created

(b) Of the total number of new jobs created, please indicate the number and value of new jobs to be created for the following designated groups:

	Total number of new jobs	Total rand value of new jobs
Black men		
Black women		
Black Youth		
Black people living in rural or underdeveloped areas or townships		
Black People with Disabilities		

(c) Of the total number of new jobs created, please indicate the number of skilled, semi-skilled and unskilled new jobs that will be created over the term of the contract:

	Total number of Skilled jobs	Total number of Semi-skilled jobs	Total number of Unskilled jobs
Black men			
Black women			
Black Youth			
Black people living in rural or underdeveloped areas or townships			
Black People with Disabilities			
Other			

Please indicate the number of new jobs to be created, broken down per quarter over the term of the contract. **Insert additional tables for each year of the contract period:**

Year 1	Q1	Q2	Q3	Q4
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

Respondent's Signature

Date & Company Stamp

SECTION 13: SBD 5

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME**INTRODUCTION**

The National Industrial Participation Programme (NIPP), which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIPP requirements. NIPP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1. PILLARS OF THE PROGRAMME

- 1.1 The NIPP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$5 million or other currency equivalent to US\$5 million will have a NIP obligation. This threshold of US\$5 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$5 million.
 - or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$5 million.
 - or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$5 million.
 - or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$5 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30% of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIPP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIPP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3. BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with their bid documentation at the closing date and time of the bid.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIPP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- Bid number;
 - Description of the goods or services;
 - Date on which the contract was awarded;
 - Name, address and contact details of the contractor;
 - Value of the contract; and
 - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4. PROCESS TO SATISFY THE NIPP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTIC will determine the NIPP obligation;
 - b. the contractor and the DTI will sign the NIPP obligation agreement;
 - c. the contractor will submit a performance guarantee to the DTI;
 - d. the contractor will submit a business concept for consideration and approval by the DTI;
 - e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
 - f. the contractor will implement the business plans; and
 - g. the contractor will submit bi-annual progress reports on approved plans to the DTI.
- 4.2 The NIPP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number	Closing date:
Name of bidder.....	
Postal address	

 Respondent's Signature

 Date & Company Stamp

Signature.....

Name (in print).....

Date.....

Respondent's Signature

Date & Company Stamp

SECTION 14: PROTECTION OF PERSONAL INFORMATION

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

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

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

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

Respondents are required to provide consent below:

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

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

Signature of Respondent's authorised representative: _____

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

ANNEXURE A

SCOPE OF WORK

ICLM HQ 685/TPT

PROVISION OF TYRE MANAGEMENT SERVICES, TYRE MAINTENANCE SERVICES, SUPPLY OF NEW INDUSTRIAL TYRES AND RE-TREADING OF INDUSTRIAL TYRES FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORTS OF RICHARDS BAY, DURBAN, EAST LONDON, NGQURA, PORT ELIZABETH, CAPE TOWN AND SALDANHA TERMINALS ON AN "AS-AND-WHEN-REQUIRED" BASIS FOR A PERIOD OF FIVE (5) YEARS.

1. Supply of new tyres

Supply TPT with the correct application Industrial Tyres for the five (5) year period. The tyre sizes used on existing fleet are stipulated in Annexure D (Pricing Schedule) and during the 5 year period there may be other initiatives and projects that are added.

The cost of replacement rims (new), as well as any rim sundry items (valve stems, valves, valve caps, valve extensions, spigot rings and washers will be included as part of the pricing process.

Please note that TPT's preferred lead time for the delivery of new tyres is within 12 hours after having provided a purchase order.

2. Re-treading of Tyres

- a) The Service Provider, in accordance with SANS 20108:1998 or ECER108:1998; SANS 20109_2017_Ed2 or ECER109:2010; R054r3e; VC8059, will identify casings suitable for re-treading and repair. This process will be performed together with the assigned TPT Tyre Supervisor and only once a full agreement has been reached, shall both parties sign an agreement for the re-treading/repairing process to be followed. The TPT Tyre Supervisor shall provide final approval.
- b) All Tyre reconditioning and/or re-treading (depending on the specific requirement) will be performed in compliance to the SANS 20108:1998 or ECER 108:1998; SANS 20109_2017_Ed2 or ECER109:2010; R054r3e; VC8059.
- c) The service provider will specify the type of retreading process used (cold or hot splicing re-treading). The service provider is responsible for ensuring that the most suitable re-treading process is selected in order to meet the required quality and reliability.
- d) The service provider may either have their own re-treading tools, material and facilities or outsource the re-treading service to a reputable company that complies with the SANS 20108:1998 or ECER108:1998; SANS 20109_2017_Ed2 or ECER109:2010; R054r3e; VC8059. All re-treaded tyres must be marked with the relevant marking 'slugs' which are visible and legible.
NB!! Original tyre serial numbers must remain on ALL tyres, even after having been sent for a number of retreading processes.
- e) The service provider is to provide a minimum guarantee (**months or hours or km**) on non- separation or rubber cracking (re-tread peeling off the tyre) for all re-treaded tyres.
- f) The service provider must possess sufficient storage space, as per the pricing schedule (Annexure C), to store the minimum stock for all tyre sizes until such a stage that TPT requires these tyres. Once TPT requires these tyres or any portion of the current available stock, TPT will provide a purchase order for these tyres to be supplied and delivered. The above mentioned requirements may be confirmed by site inspections performed by TPT.
- g) Tread patterns for re-treaded tyres to be used will be determined by the service provider, based on terminal-specific application and must be approved by the respective Terminal Representative (CFC), having consulted with the re-treader and the rubber Service Providers if/where necessary.



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- h) The service provider will be responsible for reporting on all re-treaded tyres handled (per tyre size and application), on a monthly basis as part of the Monthly Report which is described in further detail later in this document. All tyres sent for re-treading to be brought back as per the indicated turnaround times tabulated below.

Port Served	Maximum Turnaround Time
All except P.E & Ngqura Ports	1 week
P.E & Ngqura Ports	5 days

- i) The transport cost to fetch and return repaired and/or re-treaded tyres will not be charged separately but will be included as part of the tender price for these services.
- j) Detailed record must be held on all specifics of tyres sent for re-treading. The service provider, through the TPT Tyre Supervisor, who will ensure that the relevant stores representatives are present during delivery and are made aware of which tyres have been delivered and which are outstanding (Serial Numbers are of utmost importance!)
- k) Accurate records will be kept for all tyres sent for re-treading. The record must contain the following information.
- Tyre serial number
 - Tyre make
 - Size
 - Tread pattern
 - Name of equipment where the tyre is used
 - Date of Order
 - Date taken for re-treading
 - Date to be returned

3. Repairs of tyres & rims

Repairable tyres and rims will be identified by the service provider, together with the TPT Tyre Supervisor as is done with re-treading and scrapping of tyres. Once these tyres/rims are identified, agreed upon by both parties, the TPT Tyre Supervisor will notify stores of the details and stores representatives will place an order for the repairs to be conducted as per the documentation completed during the identification/selection process. A clear and comprehensive scope of work, set up by the TPT Tyre Supervisor with lead time and a warranty being stipulated in accordance with the minimum requirements stipulated in this agreement, must accompany the purchase order and be adhered to by the repairing company.

Please note the following warranty on workmanship requirements for tyre and rim repairs:

Component	Warranty on workmanship
Tyre repairs (Off-site & on-site)	12 months
Repaired rims	12 months

Please note preferred turnaround time for off-site tyre and rim repairs:

Component	Preferred turnaround time
Off-site tyre repairs	<48 hours
Off-site rim repairs	<72 hours

4. Condition monitoring of tyre rims

The Service provider is responsible for monitoring the condition of all tyre rims. This is to form part of the service provider's daily surveys and maintenance services. The Service provider will provide a report on the condition of all rims and make clear and prompt indication of tyre rim failures due to various causes including operational damages. Where rims need to be repaired/replaced, the service provider will inform TPT Tyre Supervisor accordingly and will not fit new tyres to any damaged rims which could potentially cause tyres to fail prematurely.

All dual-fitment orientations are to be fitted with the appropriate valve extensions required for the specific application. This must be done at any stage where the outer wheel was removed for any reason. The service provider shall keep a detailed record of this endeavour and have it submitted to all respective TPT Tyre Supervisor's as well as TPT National Tyre Project Leader every 2 weeks. The first progress report (detailed record) must be submitted one month after the contract award.

5. Tyre Management

5.1 Tyre management will consist of the following but not be limited to:

- a) The contractor must be in a possession to have a tyre management software system that can generate task for planned maintenance service and submit them for review and refinement to TPT, technical and manager. The contractor must provide the tyre performance management solution and tyre thread and pressure. The system must be able to detect wear patterns and alignments in order to assist TPT in planning their job and meeting the tyre inventory requirements.
In order to assist TPT low tyre pressure and tyre related issues, precise historical tyre pressure data must be supplied to TPT
- b) An efficient secondary resource for stock level identification and to inform the TPT Tyre Supervisor of relevant low stock levels should they notice that orders have not been placed timeously.
- c) Onsite Tyre inflations service using a bakkie (mobile) and/or a land-based (stationary) compressor appropriately rated and capable of inflating all tyres used in the Terminal. Each and every single tyre inflated shall be captured on paper/IPAD/TAB by the service provider and submitted to the TPT Tyre Supervisor on a weekly basis. If TPT identifies the need to adjust this process at any given stage, the service provider will conform and provide all necessary assistance and co-operation. The service provider must ensure that this process is adhered to in ensuring that "run flat" failures are eliminated. The root cause for any repetitive leak (noticed in data analyses) is to be investigated and rectified immediately. Each root cause identified, as well as the rectification process followed, is to be captured in the monthly report submitted to TPT Tyre Supervisor.
- d) Service provider to provide their own office space in the form of a Park Home and TPT will provide electricity and water.
- e) Service provider to provide the tyre fitment/stripping/pressing machines, and where these are available at TPT site, the contractor can make use of existing tyre repair facilities. It is the responsibility of the service provider to confirm the availability of the tyre bay status at each Terminal they will be servicing.
- f) Service provider to submit an organogram of the support services team which will start from the Supervisor level and below based on the fleet sizes as referenced (see Annexure D "Pricing schedule" for fleet sizes). Each Supervisor will submit contact details (email



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and mobile contact number). Service provider must make use of their best discretion, available skills and resources. If it proves that the workforce is too low on numbers leading to unacceptable delays, TPT may request that these numbers be reviewed and improved upon, until a stage where all services are running smoothly and efficiently.

At 50% life of dual-fitment on some of the equipment's, the service provider will be required to rotate the tyres in order to prolong the life span.

- g) Service vehicles to be provided may not be less than the following:

Region	Port	Area	Number of vehicles
KZN	Durban Container Terminal	Pier 2	4 vehicles for onsite support
	Durban Container Terminal	Pier 1	2 vehicles for onsite support
	Durban Maydon Wharf & Point	Maydon Wharf & Point	1 vehicle for onsite support
	Richards Bay	Richards Bay	2 vehicles for onsite support
Western Cape	Cape Town	Cape Town	3 vehicles for onsite support – morning shift 1 Vehicle for onsite support - afternoon shift
	Saldanha	Saldanha	1 vehicle for onsite support
Eastern Cape	Port Elizabeth	Port Elizabeth	1 vehicle for onsite support
	East London	East London	1 vehicle for onsite support
	Ngqura	Ngqura	1 vehicle for onsite support

*Note: All vehicles must have decals, which visibly portray the service provider's name and logo.

- h) Spare compressor must be made available at all times when the compressors are sent for maintenance or are on breakdown.
- i) Onsite support vehicles must be fitted with compressors suitable to inflate all tyres used in each respective port. (a maximum pressure rating not lower than 12bar and CFM (cubic feet per minute) rating of 37 (1150l/min).
- j) A service provider must have valid calibration certificates for all tools to be used for tyre management, this include but not limited to:
- 3 yearly hydraulic pressure test certificates for air receiver.
 - Yearly compressor pressure gauge calibration certificates.
 - Yearly safety valve calibration certificate for air receiver.
 - Torque wrench calibration certificates.
- k) Tyre repairs where tyres have been penetrated by a hard object but still repairable will be repaired after the prior approval by TPT Tyre Supervisor.
- l) The tyre management team to be able to cover 24 hours and 7 days a week

Region	Port	Area	Labour requirements
KZN	Durban Container Terminal	Pier 2	1 Supervisor – 6am to 2pm shift 6 Tyre Fitter – 6am to 2pm shift 6 Tyre Fitter – 2pm to 10pm shift 6 Tyre Fitter – 10pm to 6am shift 6 Tyre Fitter – 6am to 6pm (Weekend day shift) 6 Tyre Fitter – 6pm to 6am (Weekend night shift)
	Durban Container Terminal	Pier 1	1 Supervisor – 6am to 2pm shift 6 Tyre Fitter – 6am to 2pm shift 6 Tyre Fitter – 2pm to 10pm shift 6 Tyre Fitter – 10pm to 6am shift 6 Tyre Fitter – 6am to 6pm (Weekend day shift) 6 Tyre Fitter – 6pm to 6am (Weekend Night shift)



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	Maydon Wharf & Point (Durban)	Maydon Wharf & Point	1 Tyre Surveyor – 6am to 2pm shift 4 Tyre Fitter – 6am to 2pm shift 2 Tyre Fitter on standby – 2pm to 10pm 2 Tyre Fitter on standby – 10pm to 6pm 2 Tyre Fitter on standby – 6am to 6pm (Weekend day shift) 2 Tyre Fitter on standby – 6pm to 6am (Weekend night shift)
	Richards Bay	Richards Bay	1 Supervisor – 6am to 2pm shift 2 Tyre Surveyor – 6am to 2pm shift 3 Tyre Fitter – 6am to 2pm shift 3 Tyre Fitter – 2pm to 10pm shift 3 Tyre Fitter – 10pm to 6am shift 3 Tyre Fitter – 6am to 6pm (Weekend Day shift) 3 Tyre Fitter – 6pm to 6am (Weekend Night shift)
Western Cape	Cape Town	Cape Town	1 Supervisor – 6am to 2pm shift 3 Tyre Fitter – 6am to 2pm shift 3 Assistants – 6am to 2pm shift 1 Tyre Fitter – 2pm to 10pm shift 1 Assistants – 2pm to 10pm shift 1 Tyre Fitter on standby – 10pm to 06am shift, Public Holiday & Weekends 1 Assistant on standby – 10pm to 06am shift, Public Holiday & Weekends
	Saldanha	Saldanha	1 Tyre Fitter on standby 1 Assistant on standby
Eastern Cape	Port Elizabeth	Port Elizabeth	2 Tyre Fitter – 6am to 2pm shift 2 Tyre Fitter – 2pm to 10pm shift 1 Tyre Fitter – 6am to 6pm Weekend day shift
	East London	East London	2 Tyre Fitter – 6am to 2pm shift 2 Tyre Fitter – 2pm to 10pm shift 1 Tyre Fitter – 6am to 6pm Weekend day shift
	Ngqura	Ngqura	3 Tyre Fitter – 6am to 2pm shift 3 Tyre Fitter – 6 to 2 Weekend shift

- m) Detailed report of all repaired/replaced tyres to be provided to the TPT at the end of every shift period where repairs were done with each job having its own job card, comprehensively populated with all crucial information and signed off by the repairer and his/her supervisor. Job card information requirements may need to be adjusted based on TPT requirements
- n) Onsite tyre storage facility where available will be allocated by TPT at accessible locations. The service provider will ensure that good housekeeping is maintained through all tyre storage areas, including the collection and acceptable storage of all abandoned tyres found anywhere in the port.

5.2 Fitment and Maintenance of tyres

1) Tyre fitment

The Service Provider must provide the services of professional tyre fitment to the various fleet vehicles used within TPT. This includes the removal of used and damaged tyres and fitting of new tyres. The scope exclude all other equipment maintenance related work being undertaken by the TPT maintenance teams and not related to tyre repairs.

The Service Provider will be responsible for correcting or replacement of all damages such as wheel studs, Tyre Beads or other related material, property or tools caused by their employee.

The service of professional tyre fitting includes the correct fitment of the entire axle matching tyre type, size, tread pattern, load index and ply rating, correct rim to hub combination as well as inflation of the tyre to the correct pressure and to torque of the wheel studs/nuts to the correct torque setting as specified by the OEM. Any shortfalls noted during surveys must be rectified by the service provider and reported on, in terms of progress, to the TPT Tyre Supervisor. Four nut-rotation-indicators, PER WHEEL, will be fitted and monitored by the service provider. Any displaced indicators must be noted and rectified by the service provider immediately by tightening or replacing the wheel nuts. Fitment must be based directly on the application of the machine in question as well as best practise for front/rear/drive/steer axles.

OEM wheel nuts torque and tyre pressure specifications but not to be limited to:

- Liebherr Mobile Harbour Crane: 500 – 550Nm & 1000kpa
- RTG: 530Nm & 1000kpa
- Straddle carrier: 550 – 600Nm & 1000kpa
- ZPMC straddle carrier M20 X1.5: 470Nm & 1000kpa
- ZPMC straddle carrier M22 X1.5: 650Nm & 1000kpa
- Kalmar Empty Container Handler: 650Nm & 1000kpa
- Kalmar Reach Stacker: Steering axle – 400Nm & 1000kpa
- Kalmar Reach Stacker: driver axle – 350Nm & 1000kpa
- Kalmar Reach Stacker: driver axle – 650Nm & 1000kpa
- Sany Reach Stacker: Steering axle 550 – 600Nm & 1000kpa
- Sany Reach Stacker: Drive axle 430 – 460Nm & 1000kpa
- Liebherr Reach Stacker: 650Nm & 1000kpa
- SHACMAN Hauler: 605/650Nm & 1000kpa
- Ferrari Hauler: 650Nm & 1000kpa
- 30T, 40T, ITL Trailer: 450Nm & 600kpa
- 75T Trailer: 450Nm & 800kpa
- 90 Skip Trailer: 450Nm & 800kpa
- 90 Tap Trailer: 650Nm & 1000kpa
- Bell Tractor Front: 200Nm & 220kpa
- Bell Tractor Front: 650Nm & 180kpa
- Terbeg Front: 650Nm & 800kpa
- Terbeg Rear: 650Nm & 1000kpa
- 8T Forklift Hyundai: 450Nm & 700kpa
- 18T Forklift Hyundai: 450 & 800kpa
- 32T Forklift TEREX front and rear: 350Nm & 800kpa
- 42T Forklift TEREX front and rear: 350Nm & 1000kpa
- S 175 Bobcat front and rear solid tyre: 190Nm
- S 570 Bobcat front and rear solid tyre: 190Nm
- High Reach Stacker Kalmar front and rear: 350Nm & 1000kpa
- High Reach Stacker Sunny front and rear: 350Nm & 1000kpa



TPT National Scope of work - Tyres

The turnaround time for the fitment process of one tyre irrespective of the tyre sizes (stop to start) must take less than 3 hours. The performance of the Service Provider team will be monitored by TPT and must be closely monitored by the service provider Supervisor as well.

It is envisaged that the service is a 24/7 operation in accordance with port operations and the prospective service provider should price accordingly. Utilization of power tools to assist in productivity is for the cost of the service provider. Compressed air is to be supplied by the service provider in the form of an air compressor with a maximum pressure rating not lower than 12bar and CFM (cubic feet per minute) rating of 37 (1150l/min). Tyre bays and all tyre related work areas must be kept clean at all times.

All Safety and Legal Aspects affecting the works of tyre fitment must be adhered to, including but not limited to the following examples:

- Adherence to instructions from Management and Supervisory Personnel
- The use of inflation cages at all times
- a complete set of SOP's with a copy of each submitted to TPT in a format and soft copy file type as requested by TPT
- prevention of fire
- Safe inflations of damaged tyre
- Etc.

Solid tyre fitment to rims or removal from rims forms part of the service provider's responsibilities and thus it is expected of the service provider to have the relevant tooling and equipment readily available for such work. Upon request, the service provider will have to provide proof of ownership of such tooling/equipment, or a lease agreement for such tooling/equipment or a non-disclosure agreement/letter of intent to enter into business with a subcontracted company for solid tyre fitment/removal.

Please note: The preferred turnaround time for solid tyre fitment to rims or removal from rims is 8hrs.

2) Scrap Tyres

Scrapped / used tyres remain the property of Transnet. At each respective Port's the tyre scrapping report will form part of the monthly report given to the TPT Tyre Supervisor. The copy of the tyre scrapping report will be submitted to the Reverse Logistics Specialist (Head Office) by the TPT Tyre Supervisor. Reports are to include quantities, per tyre size and the application for which the tyre was used. (Scrapping of tyres to be done in accordance with the waste tyre regulations attached as Annexure H)

3) Maintenance

a) The Service Provider will provide the following but not limited to:

- tyre brands & tread patterns used
- tracking of each tyre casing by recording the unique serial numbers stamped on the casing, together with the equipment fleet number & hour meter readings, wheel positions and dates

b) Scrapped tyres must be analysed by the service provider and TPT Tyre Supervisor and signed off with final approval by the relevant TPT Tyre Supervisor before being taken offsite. This should be done on bi-weekly basis and may be adjusted depending on the demand at the specific port. All records must be captured, clearly indicating reasons for tyre scrapping and the scrapping report shall be submitted to the TPT Tyre Supervisor, directly after the



TPT National Scope of work - Tyres

scrapping session has been performed, as well as part of the Monthly Reports. Monthly reports are to portray the combined scrapping report of all sessions held that month and must be SIZE, BRAND and PATTERN specific. Further to this, leading up to contract expiry, all tyres marked for scrapping must be processed, recorded and reported upon before the expiry date.

- c) A hole of minimum 150mm diameter must be cut in the side wall of each scrap tyre using a heavy duty reciprocating saw. The scrapped tyres must be cut to an extent that there will be no possibility of reusing the tyre in any way thereafter. Each tyre must be suitably marked to indicate that the tyre has been scrapped and processed on record. Any tyres without indication of machine/fleet number and the reason for having removed the tyre originally, must be noted, investigated and actions must be put in place by the service provider to ensure that this does not happen.
- d) The Service Provider should be capable of handling and fitting all TPT's solid tyre sizes or must have access to the necessary equipment required to perform this task.
- e) Service back-up to be applied, which will include the following:
 - i. Trained tyre maintenance team to work safely on site equipped with the correct specialized tools and PPE
 - ii. Where there are no on-site tyre fitters, rapid response (max 3hours complete) to any breakdown including 24hr breakdowns on specialized material handling equipment on site is required.
 - iii. Mobile compressors used on-site must be Diesel driven as per TPT HAZMAT CHEMICAL regulations and these need to be capable of inflating tyres to 10BAR pressure (12Bar Maximum pressure with relief at 10.5bar, for example).
 - iv. All pressure vessels (compressors) must comply with OCCUPATIONAL HEALTH AND SAFETY ACT – 1993 AND AS AMENDED. TPT reserves the right to visit the Service Providers site for verification purposes, or insist that repairs or upgrades are to be performed in view of the safety of all surroundings and people.
 - v. Safe on-site fitting and stripping of tyres
 - vi. Safe, reinforced repairs to tyre casings, provided the penetration does not exceed 200mm. All repairs must hold a warranty where credit notes will be provided for the repair costs if premature repair failures occur.
 - vii. On-site tyre inflation cages for safety purposes supplied by Service Provider must be used for ALL tyre inflations.
 - viii. Daily inspection of machines with tyre action plan reports to indicate any tyre problems related to tread wear, punctures and the timely removal of worn tyres that may be retreaded.
 - ix. The removal and rotating of tyres on rims or wheel positions that indicate conical wear patterns for the purpose of achieving maximum hours (Front axle tyres on empty container handlers, forklifts, reach stackers and the likes.
 - x. ****Very Important**** A quarterly Tyre consumption report to assist TPT Management to forecast tyre expenditure, operational and non-operational factors as well as the



achieved hours per tyre size and brand. The layout and frequency of this report will be reviewed depending on TPT's requirements at that time.

- xi. Adequate Physical stock on hand at Service Provider's premises, must be available for inspection at any time

- f) Service Provider will ensure buffer stock at stores for required equipment. These will be tyres, on rims, ready to fit.

6. ****Very Important** Management reporting program and information system (Compulsory!!)**

The Service Provider must provide and maintain a computerised management information system, which will trace the usage and history of all the tyres used in the Terminal. The system offered must have a proven successful track record within the tyre industry. TPT will have the right to all and complete information on the system at any time during the contract period and all TPT tyre management information will be transferred to TPT upon termination or at the end of the tyre supply contract.

- a. The Service Provider to provide a Tyre Management System (TMS) consisting of a list of all equipment under tyre contract showing the Service provider's name and logo, date, name of Terminal and department serviced as part of the monthly technical reports which must consist of the following minimum requirements:
 - i. Tyre Pressure data – all tyres to be checked daily and tyre pressure corrected accordingly. If there are factors causing tyres to keep losing pressure, this must be rectified by stripping the tyre off the rim and, identifying the root cause of the leak and rectifying it accordingly.
 - ii. Record of Tread Depth data per tyre brand & graphs showing trends and time left before re-treading.
 - iii. Record of tyre tread uneven wear pattern and corrective actions recommended.
 - iv. Record of all tyres where tread depth has run too low for re-treading
 - v. Record of tyre wear graphs trend analysis to assist with replacement planning
 - vi. List of new tyres supplied and associated cost, as well as stock list for New Tyres available at the Service Provider warehouse to be submitted on a weekly basis cost
 - vii. Record of new tyre replaced, per equipment type, date of replacement, kilometre and/or hour reading at the time of replacement.
 - viii. Spread sheet showing operational based tyre cost per (hour/km) and tyre replacement forecast based on thread left or tyre condition.
 - ix. List of damaged tyres and the type of damage (side wall, penetration, etc.)
 - x. Scrapped Tyre data & graphs trend Analysis
 - xi. Record of nut tightening Torque setting per various type equipment. The torque status for every stud/nut to be checked monthly.
 - xii. Stock List for New Tyres Available at the Service Provider warehouse to be submitted on a weekly basis.
 - xiii. Stock List of Re-treaded/repared tyres per size and equipment type with comments

The report specifics mentioned above are the **minimum** requirements and if the TMS cannot provide all information in one direct report, the service provider will manually capture and report on the missing data.



7. Special Requirements

The following items are listed for clarity and will form part of the overall scope Discussed in this document:

The service provider shall be required to:

- i. Align their services with any projects and/or initiatives that TPT wish to implement (Testing of tyre performance for various tyre brands)
 - ii. Ensure that every tyre removed from a machine is marked with the fleet number of the machine it was removed from, its position on the machine and the reason why this tyre was removed. The above-mentioned information is to be written physically on the sidewall of the tyre using a waterproof, permanent white pastel/tyre marker
 - iii. Prioritise tyre pressures and inflation. A live spreadsheet must be updated and allow for identification of specific tyres that are consistently losing air pressure. If a tyre loses pressure after a 2nd inflation (top-op), the root cause for air pressure loss must be investigated and rectified accordingly.
 - iv. Provide tyre and rim and any tyre related specifications as and when requested for by TPT
 - v. Assist in replacing all tube/flap type tyres with radial tyres at a progressive progress rate determined by TPT
 - vi. Replace pneumatic tyres with solid tyres or vice-versa depending on each specific port's requirements and this will be a decision made by TPT based on their best interests and requirements
 - vii. Tyre management knowledge transfer to TPT Tyre Supervisors to a professional user/management level by making available training courses and knowledge transfer. Training must include formal, recognised courses that will be certificated upon completion.
 - viii. Ensure that effective strategies/controls/preventative measures are in place to prevent theft, loss and/or misplacement of tyres/rims and related components in the Terminal being serviced.
 - ix. Provide standard operating procedures (SOP) for all associated procedures conducted within the port. SOP's to be in a layout requested by TPT and may require amendments based on TPT's review and requirements
 - x. Ensure that all equipment is calibrated as per each type of equipment's requirements based on the relevant legislation and kept in a safe and usable condition
 - xi. Ensure that all employees of the service provider are issued with adequate and correct type of tools, including any new tool that may be required a result of technological advancement or requirement within TPT.
 - xii. Report on wear patterns and rectification of irregular wear
 - xiii. Abide by a standardized "reason for scrapping tyre" reference guide which will form part of the scrapping SOP.
 - xiv. All end user abuse with potential to negatively affect the tyre life cycle should be included as part of the monthly report.
 - xv. Report on defective rim components and ensure that no single rim, valve, valve stem etc. is a cause for repeated tyre failures
 - xvi. Report on tyres requiring urgent attention immediately and to escalate until this issue has been agreed upon and resolved, this together with a DAILY, detailed survey of all tyres in TPT fleet
 - xvii. Provide accurate and honest maintenance surveys
 - xviii. Assist in rectifying operational failures and conduct regular route surveys and submit rectification reports for each
 - xix.** High focus on any potential cost saving opportunities on tyre life and consumption throughout TPT is considered top priority.
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ANNEXURE B TECHNICAL EVALUATION:					
THE PROVISION AND SUPPLY OF NEW INDUSTRIAL TYRES, RIMS AND TUBES, RETREADING OF IN-DUSTRIAL TYRES, MAINTENANCE SERVICES, TYRE MANAGEMENT SERVICES, RETREADING AND SCRAPPING SERVICES FOR TRANSNET PORT TERMINALS, FOR THE PORTS OF RICHARDS BAY, DURBAN, SALDANHA, NGQURA, PORT ELIZABETH, EAST LONDON AND CAPE TOWN ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF FIVE (5) YEARS RE-EVALUATION					
Evaluation Criteria		Description	Scoring principal	Weighting	
Eligibility	1	Written confirmation from the bidder that all the tyres that will be supplied to TPT will be from the original manufacturer that is registered with the South African Tyre Manufacturers council (SATMC) and/or European Rubber & Tyre Association (ETRMA). In the event that the manufacturer is the bidder, a letter confirming that the bidding manufacturer is registered to be submitted on the manufacturer's letter head.	Bidder/Agent to submit the letter from the tyre OEM confirming that they will be supplying them with tyres or confirming they are trading with the bidder. The tyre OEM must submit proof that they are registered with SATMC and/or ETRMA. Letter must be submitted on the company letter head.	Y/N	
	2	The bidder to provide written confirmation that it is able to provide tyre retreading services in accordance to the specifications (SANS 20108:1998 or ECER108:1998 ; SANS 20109_2017_Ed2 or ECER109:2010; R054r3e; VC8059). The retreading services can either be done in-house or be outsourced.	Bidder/Agent to submit proof that they are accredited for retreading tyres or they have a contract with the retreading company that is accredited, and submit that companies accreditation, in line with the SABs standards. The Bidder/Agent to submit proof of experience on retreading or company they are contracted with for retreading. Letter must be submitted on the company letter head.	Y/N	
	3	The bidder to provide proof of registration with the Waste Bureau in accordance with the National Environmental Management Waste Act, 2008 (Act No. 59 of 2008) Waste Tyre Regulations 2017, or confirm that it will only utilize a company that is registered with the Waste Bureau for disposal of tyres. Bidder to provide proof of registration for outsourced company.	Proof of registration with the Waste Bureau or Proof of registration for the out-sourced company that will be utilized	Y/N	
	4	Bidder is able to provide the standby Breakdowns Team onsite support services 24 hours per day and 7 days a week as per SOW. Depending on the Region they are tendering for. Tyre Fitters Requirements per Region: KZN Region - 83 Fitters, 10% is 8 Fitters WC Region - 6 Fitters, 10% is 1 Fitter EC Region - 16 Fitters, 10% is 2 Fitters	The Bidder to attach the CV's of the employees with proof of qualifications (certified copy of certificates) to support Transnet. Following minimum number of employees are required: 1. Supervisors One (1) per Region / Two (2) for 2 Regions / Three (3) for 3 Regions - with Fitter & turner red seal (trade test qualification), Supervisor training certificate, 5yrs experience tyre maintenance, and valid driver's license with DPD. 2. Ten percent (10%) Tyre fitters per Region / Regions that you are tendering for - with Fitter & turner red seal (trade test qualification), valid driver's license with DPD, 2yrs experience tyre maintenance. 3. Tyre survey One (1) per Region / Two (2) for 2 Regions / Three (3) for 3 Regions - with Fitter & turner red seal (trade test qualification), 2yrs experience tyre maintenance.	Y/N	
	5	Bidder is able to provide the standby Breakdowns vehicles onsite support services 24 hours per day and 7 days a week.	The Bidder to attach proof of ownership log books or lease agreement, for the minimum of two (2) vehicles per region / Four (4) vehicles for 2 Regions / Six (6) vehicles for 3 Regions, that will support the Transnet Port Terminals, as per SOW requirements.	Y/N	
	6	Stock level availability, 20% of fast moving items.	The bidder to submit a letter from the OEM confirming they will meet stock availability of 20% for fast moving items. Three (3) References letters from their clients to indicate that they have meet stock availability, in line with their previous or current clients requirements.	Y/N	
Certificates	7	Service Provider must provide a valid Calibration certificates for all tools that are used for tyre maintenance as per OEM specification, per Region. This include but not limited to: 1) 3 yearly Air receiver Hydraulic pressure test certificates. 2) Yearly compressor pressure gauge calibration certificate 3) Yearly safety valve calibration certificate on air receiver 4) Torque wrench calibration certificates	Provide a valid calibration certificates on the date of submission, covering all 4points, per Region. Provide evidence of: Point 1. Two (2) certificates of air receiver per Region / Four (4) certificates for 2 Regions / Six (6) certificates for 3 Regions Point 2. Two (2) certificates of compressors per Region / Four (4) certificates for 2 Regions / Six (6) certificates for 3 Regions Point 3. Two (2) certificates of safety valves per Region / Four (4) certificates for 2 Regions / Six (6) certificates for 3 Regions Point 4. Two (2) certificates of torque wrench per Region / Four (4) certificates for 2 Regions / Six (6) certificates for 3 Regions Submit all calibration certificates as stated on point (1-4) = 21 points Submit calibration certificates covering only 3 points out of 4 point = 10 points Submit calibration certificates covering less than 3 points and or submit less than Two (2) certificates for each point per Region / Four (4) certificates for 2 Regions / Six (6) certificates for 3 Regions = Zero (0) points	21	
	Leadtime	8	Lead-times for supplying new tyres after receipt of purchase order,	1. The bidder should submit a forecast supply lead-times; accompanied by projection plan. 2. The bidder to submit a letter from the OEM confirming they will meet the lead-time. Cover all two (2) points with lead-time ≤ 5hours = 21 points Cover all two (2) points with lead-time ≤ 10hours = 15 points Cover all two (2) points with lead-time ≤ 12hours = 10 points Cover all two (2) points with lead-time >12hours or less than two (2) points = Zero (0) points	21
		9	Lead times for tyre retreading after the receipt of purchase order.	Provide three (3) References from different clients that indicate they have met delivery dates for retreading (not older than five (5) years). Submit three (3) reference letters = 10 points Submit two (2) reference letters = 5 points Submit less than 2 reference letters or not submitted = Zero (0) points	10
		10	Response time to breakdowns from the time of receiving the notification of breakdown	Provide historical data (Signed log sheets/Job cards/Client testimonials) of previous breakdown response time for on site and off site; that are within the Transnet acceptable response time: ≤ 1hour offsite / ≤ 20min onsite = 17 points > 1 hour, <2hours offsite / >20min, <30min onsite = 10 points >2 hours offsite / >30min onsite = Zero (0) points	17
Reference	11	Provide evidence related to tyre maintenance services, three reference letters from different Companies or Operational divisions [the letter should not be older than one (1) years from the date the tender is submitted] Bidder must have 3yrs experience or more	Three (3) years experience on Tyre maintenance, three (3) or more contracts longer than a 1 year each from three (3) different clients = 21 points Three (3) years experience on Tyre maintenance, three (3) or more contracts longer than a 1 year each from 2 clients = 15 point Three (3) years experience on Tyre maintenance, three (3) or more contracts longer than a 1 year from 1 client = 10 points Less than three (3) contracts or less than three (3) years experience on Tyre maintenance = Zero (0) points	21	
Quality of retread	12	Retreaded Tyre minimum operating life span without failure or rubber separation (retread peeling off) in terms of months, or operating hours, or kilometers.	Historical data of life span of tyres after retreading without failure, three (3) supporting documents from the bidders clients (not less than five (5) years). Meeting Transnet minimum operation: ≥ (6000 hours/ 60 000km / 12 months) = 10 points ≥(4000 hours/ 40 000km / 9 months) = 6 points ≥(3000 hours/ 30 000km / 6 months) = 4 points <(3000 hours/30 000km /6 months) = Zero (0) points	10	
		TOTAL RATING		100	
Technical Qualification Threshold = 80%.					

ANNEXURE C – PRICING SCHEDULE

CAPE TOWN REGION

CAPE REGION (CTCT,CTMPT AND SALDANHA BAY PORTS) NEW TYRE						
PROVISION OF TYRE MANAGEMENT SERVICES, TYRE MAINTENANCE SERVICES, SUPPLY OF NEW INDUSTRIAL TYRES AND RE-TREADING OF INDUSTRIAL TYRES FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORTS OF RICHARDS BAY, DURBAN, EAST LONDON, NGQURA, PORT ELIZABETH, CAPE TOWN AND SALDANHA TERMINALS ON AN "AS-AND-WHEN-REQUIRED" BASIS FOR A PERIOD OF FIVE (5) YEARS.						
ICLM HQ 685/TPT - TPT/2022/11/0032/16987/RFP						
TYRE SIZES USED	Current Fleet	Estimated usage	PATTERN	MINIMUM PLY / STAR RATING	Minimum TYRE LOAD LIMIT AT MAXIMUM SPEED (kg)	Net Price
CAPE TOWN CONTAINER TERMINAL						
RUBBER TYRE GANTRY (RTG)	30					
18.00-25 40 Ply E3 Industrial		60	CONTAINER MASTER or similar	40	22940	
STRADDLE CARRIERS	5					
16.00-25 E4 Container master		36	Xstraddle2 or EV4C or EV4R or VCHD or similar	2* or 3*	15070	
REACH STACKER	2					
18.00-25 E4 (40 Ply)		12	CONTAINER MASTER or similar	40	22940	
HAULERS	60					
310/80 R22.5		150	XTERMINAL or similar	18	7100	
12R 22.5		120	HS26 or similar	16	3275	
EMPTY CONTAINER HANDLER	8					
14.00-24 Container master		60	CONTAINER MASTER or similar	28	12400	
14.00x24" tube with flap		60				
TRAILERS	71					
310/80 R22.5		288	XTERMINAL or similar	18	7100	
FORKLIFT	6					
6.50-10, 14 Ply tube		24	LUG or similar	14	5150	
28x9x15, 14 Ply tube		36	LUG or similar	14	4060	
DIESEL BOWSER	2					
385x65		12				
18.4-34		12	SureGrip or similar	10	3000	
10.00-16		12	D405 or similar	14	4500	
HAZMAT TRAILER	2					
300/80R22.5 tubeless		12				
CAPE TOWN MPT						
MOBILE CRANE	3					
285/70 R19.5		60	RHT or similar	16	3000	
REACH STACKER	3					
18.00-25 E4 (40 Ply)		33	CONTAINER MASTER or similar	40	22940	
STRADDLE CARRIERS	8					
16.00-25 E4 Container master		54	Xstraddle2 or EV4C or EV4R or VCHD or similar	2* or 3*	15070	
450/95/R25		16	Xstraddle2 or EV4C or EV4R or VCHD or similar	2* or 3*	15070	
HAULERS	16					
310/80 R22.5		102	XTERMINAL or similar	18	7100	
12R 22.5		90	HS26 or similar	16	3275	
1200x20 tube		24				
315/80 R22.5		20				

TRAILERS	16					
310/80 R22.5		48	XTERMINAL or similar	18	7100	
385/65 R22.5		8	HS38 or HS30 or similar	18	3500	
10.00-20 Robust Wall Solid tyre		16	ECLAT / EMILE PREFERABLY or similar	solid	7500	
FORKLIFT	11					
12.00x20:20PLY E-3 INDUSTRIAL		6	RT20 / RV20 or similar	20	6500	
18.00R25		12	CONTAINER MASTER or similar	40	22940	
8.15-15 (SOLID) IMPORT		18	LUG or similar	solid	3450	
8.25-15 (SOLID) IMPORT		30	LUG or similar	solid	3450	
6.50-10 (SOLID)		12	LUG or similar	solid	5150	
700 X12 (SOLID) IMPORT		6	LUG or similar	solid	2180	
28x9x15 (SOLID) IMPORT		6	LUG or similar	solid	4060	
3.00x15:14PLY INDUSTRIAL		6	LUG or similar	14	5150	
600 X 9 PNEUMATIC		6			5150	
DIESEL BOWSER	1					
195R14C tubeless		4				
18.4-34		4	SureGrip or similar	10	3000	
10.00-16		24	D405 or similar	14	4500	
BELL TRACTORS	13					
18.4-34		12	SureGrip or similar	10	3000	
10.00-16		12	D405 or similar	14	4500	
SALDANHA BAY MPT						
FORKLIFT (9 types - see below)	12					
Type 1: Kalmar 32ton; 16.00x25	1	6	CONTAINER MASTER or similar	36		
Type 2: Ferrari 32ton; 16.00x25	2	18	Xstraddle2 or EV4C or EV4R or VCHD or similar	36		
Type 3: Terex 32ton; 16.00-25 Front Tyre	1	8	Industrial E-4J Rock Deep Tread	32		
16.00-25 Rear Tyre		4	Industrial Semi Slick Deep Tread	32		
Type 4: Terex 42ton; 18.00-25 Front Tyre	1	4	Industrial E-4J Rock Deep Tread	40		
18.00-25 Rear Tyre		2	Industrial Semi Slick Deep Tread	40		
Type 5: Sany 32ton; 16.00-25 Front Tyre	7	56	Industrial E-4J Rock Deep Tread	32		
16.00-25 Rear Tyre		28	Industrial Semi Slick Deep Tread	32		
Type 6: Sany 18ton; 14.00-24 Front Tyre	2	18	Industrial E-4J Rock Deep Tread	28		
14.00-24 Rear Tyre		6	Industrial Semi Slick Deep Tread	28		
Type 7: Hyundai 13ton; 10.00-20	1	4		20		
Type 8: Toyota 5ton; 300-15/8.00 Front tyre	1	2		16		
7.00-12 Rear tyres		2		16		
Type 9: Doosan 4ton; 300-15/8.00 Front tyres	1	2		16		
7.00-12 Rear tyres		2		16		
FRONT END LOADERS	3					
26.5-25		24	Loader L-5 Rock Extra Deep Tread	28		
HAULERS (12 Terberg Haulers ; 4 farm tractors "powerstar")						
Terberg Hauler; 310/80 R22.5	12	168	Industrial Tyre			
Powerstar Tractor; 10.50x16.14 Front Tyres	4	8	Land/Road/Farm Tyre	14		
18.00 x 25 Heavy Duty Nylon Rear Tyres		8	Heavy Duty Road Haulage Tyre	12		
SWEEPER TRUCKS	3					
Dulevo; 7.00 R12	2	16		16		
Mercedes; 315/80R22.5-20	1	6				
Volvo Wheel Loader; 20.5-20	1	4				
VACUUM TRUCKS	1					
315/80 R22.5		6	Long Haul Tyre	20		
SKID STEER LOADERS	3					
12X16.5		36	Heavy Duty Skid Steer Loader Tyre	12		
DIESEL BOWSER NISSAN TRUCK	1					
10.00-20.14 PR NYLON TC -497		6	Long Haul Tyre	14		
TIPPER TRUCK	1					

11R22.5-UT2000		10				
MOBILE HOPPERS	4					
12R 22.5		32				
TRAILER PNEUMATIC	12					
310/80 R22.5		96				
TRAILER SOLIDS	4					
SOLIS 1200/20 MEGA T		16				
MOBILE SHIPLOADERS	2					
14.00X24		18		32		
16.00X25		32		32		
18.00X25		32		40		

CAPE REGION (CTCT,CTMPT AND SALDANHA BAY PORTS) MISCELLANEOUS		
PROVISION OF TYRE MANAGEMENT SERVICES, TYRE MAINTENANCE SERVICES, SUPPLY OF NEW INDUSTRIAL TYRES AND RE-TREADING OF INDUSTRIAL TYRES FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORTS OF RICHARDS BAY, DURBAN, EAST LONDON, NGQURA, PORT ELIZABETH, CAPE TOWN AND SALDANHA TERMINALS ON AN "AS-AND-WHEN-REQUIRED" BASIS FOR A PERIOD OF FIVE (5) YEARS.		
ICLM HQ 685/TPT - TPT/2022/11/0032/16987/RFP		
PRICING SCHEDULE - MISCELLANEOUS		
	Estimated Usage	Rate per hour
<u>Personnel Costing :</u>		
Truck Fitters		
Material for Repair		
OTR Fitters		
<u>24 Hour Breakdown Service</u>		
Office Working Hours - 6:00 am - 14:00 pm		
After Hours - 14:00 pm - 06:00 am		
<i>OTR Emergency Call Out Response time 2 hours 24/7 365 days per year</i>		
From tyre size 1200-20 industrial to 1800-33 industrial & larger		
Call out charge		
Labour per person per hour		
<i>Truck Emergency call out response time 3 hours (from notification to completion of break down) 24/7 365 days per year</i>		
From smallest tyre size to 12.00-20 pneumatic & solid		
Call out charge		
Labour per person per hour		
<u>Normal Working Hours breakdown service</u>		
<i>OTR</i>		
From tyre size 1200-20 industrial to 1800-33 industrial and larger		
Call out charge		
Labour per person per hour		

<i>Truck</i>		
From smallest tyre size to 12.00-20 pneumatic & solid		
Call out charge		
Labour per person per hour		

CAPE REGION (CTCT,CTMPT AND SALDANHA BAY PORTS) REPAIRS

PROVISION OF TYRE MANAGEMENT SERVICES, TYRE MAINTENANCE SERVICES, SUPPLY OF NEW INDUSTRIAL TYRES AND RE-TREADING OF INDUSTRIAL TYRES FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORTS OF RICHARDS BAY, DURBAN, EAST LONDON, NGQURA, PORT ELIZABETH, CAPE TOWN AND SALDANHA TERMINALS ON AN "AS-AND-WHEN-REQUIRED" BASIS FOR A PERIOD OF FIVE (5) YEARS.

ICLM HQ 685/TPT - TPT/2022/11/0032/16987/RFP

Tyre Sizes Used	Estimated Usage	Vulcanize Hot Repair per Tyre	Vulcanise on Site Repair per Tyre	Sectional Repair per Tyre		
				Sidewall	Shoulder	Crown
CAPE TOWN CONTAINER TERMINALS						
RUBBER TYRE GANTRY (RTG)						
18.00-25 40 Ply E3 Industrial	60					
STRADDLE CARRIERS						
16.00-25 E4 Container master	36					
REACH STACKER						
18.00-25 E4 (40 Ply)	12					
HAULERS						
310/80 R22.5	150					
12R 22.5	120					
EMPTY CONTAINER HANDLER						
14.00-24 Container master	60					
14.00x24" tube with flap	60					
TRAILERS						
310/80 R22.5	288					
FORKLIFT						
6.50-10, 14 Ply tube	24					
28x9x15, 14 Ply tube	36					
DIESEL BOWSER						
385x65	12					
18.4-34	12					
10.00-16	12					
HAZMAT TRAILER						
300/80R22.5 tubeless	12					
CAPE TOWN MPT						
285/70 R19.5	60					
REACH STACKER						
18.00-25 E4 (40 Ply)	33					
STRADDLE CARRIERS						
16.00-25 E4 Container master	54					
450/95/R25	16					
HAULERS						
310/80 R22.5	102					
12R 22.5	90					
1200x20 tube	24					
315/80 R22.5	20					
TRAILERS						
310/80 R22.5	48					
385/65 R22.5	8					
10.00-20 Robust Wall Solid tyre	16					
FORKLIFT						
12.00x20:20PLY E-3 INDUSTRIAL	6					
18.00R25	12					
8.15-15 (SOLID) IMPORT	18					
8.25-15 (SOLID) IMPORT	30					
6.50-10 (SOLID)	12					
700 X12 (SOLID) IMPORT	6					
28x9x15 (SOLID) IMPORT	6					
3.00x15:14PLY INDUSTRIAL	6					
600 X 9 PNEUMATIC	6					

DIESEL BOWSER						
195R14C tubeless	4					
18.4-34	4					
10.00-16	24					
BELL TRACTORS						
18.4-34	12					
10.00-16	12					
SALDANHA BAY MPT (5100)						
FORKLIFT (9 types - see below)						
Type 1: Kalmar 32ton; 16.00x25	2					
Type 2: Ferrari 32ton; 16.00x25	2					
Type 3: Terex 32ton; 16.00-25 Front Tyre	2					
16.00-25 Rear Tyre	2					
Type 4: Terex 42ton; 18.00-25 Front Tyre	2					
18.00-25 Rear Tyre	2					
Type 5: Sany 32ton; 16.00-25 Front Tyre	4					
16.00-25 Rear Tyre	4					
Type 6: Sany 18ton; 14.00-24 Front Tyre	2					
14.00-24 Rear Tyre	2					
Type 7: Hyundai 13ton; 10.00-20	2					
Type 8: Toyota 5ton; 300-15/8.00 Front tyre	2					
7.00-12 Rear tyres	2					
Type 9: Doosan 4ton; 300-15/8.00 Front tyres	2					
7.00-12 Rear tyres	2					
FRONT END LOADERS						
26.5-25	2					
HAULERS (12 Terberg Haulers ; 4 farm tractors "powerstar")						
Terberg Hauler; 310/80 R22.5	8					
Powerstar Tractor; 10.50x16.14 Front Tyres	2					
18.00x25 Heavy Duty Nylon Rear Tyres	2					
SWEEPER TRUCKS						
Dulevo; 7.00 R12	4					
Mercedes; 315/80R22.5-20	2					
Volvo Wheel Loader; 20.5-20	2					
VACUUM TRUCKS						
315/80 R22.5	2					
SKID STEER LOADERS						
12X16.5	4					
DIESEL BOWSER NISSAN TRUCK						
10.00-20.14 PR NYLON TC -497	4					
TIPPER TRUCK						
11R22.5-UT2000	4					
MOBILE HOPPERS						
12R 22.5	4					
TRAILER PNEUMATIC						
310/80 R22.5	8					
TRAILER SOLIDS						
SOLIS 1200/20 MEGA T	4					
MOBILE SHIPLOADERS						
14.00X24	4					
16.00X25	4					
18.00X25	4					

CAPE REGION (CTCT,CTMPT AND SALDANHA BAY PORTS) TUBES, FLAPS & O-RINGS			
PROVISION OF TYRE MANAGEMENT SERVICES, TYRE MAINTENANCE SERVICES, SUPPLY OF NEW INDUSTRIAL TYRES AND RE-TREADING OF INDUSTRIAL TYRES FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORTS OF RICHARDS BAY, DURBAN, EAST LONDON, NGQURA, PORT ELIZABETH, CAPE TOWN AND SALDANHA TERMINALS ON AN "AS-AND-WHEN-REQUIRED" BASIS FOR A PERIOD OF FIVE (5) YEARS.			
ICLM HQ 685/TPT - TPT/2022/11/0032/16987/RFP			
TYRE SIZES USED	Estimated usage	New Tubes Net Price	New Flaps Net Price
CAPE TOWN CONTAINER TERMINALS			
Flaps & Tubes 4200 & 4100			
RUBBER TYRE GANTRY (RTG)			
18.00-25 40 Ply E3 Industrial	7056		
ORINGS 18.00x25"			
STRADDLE CARRIERS			
16.00-25 E4 Container master			
Orings 16.00x25"	1200		
REACH STACKER			
18.00-25 E4 (40 Ply)	240		
HAULERS			
310/80 R22.5	4800		
12R 22.5			
EMPTY CONTAINER HANDLER			
14.00-24 Container master	480		
14.00x24" tube with flap			
TRAILERS			
310/80 R22.5	4800		
FORKLIFT			
6.50-10, 14 Ply tube	240		
28x9x15, 14 Ply tube			
DIESEL BOWSER			
385x65	240		
18.4-34			
10.00-16			
HAZMAT TRAILER			
300/80R22.5 tubeless	20		
CAPE TOWN MPT			
MOBILE CRANE			
285/70 R19.5	480		
REACH STACKER			
18.00-25 E4 (40 Ply)	240		
STRADDLE CARRIERS			
16.00-25 E4 Container master	480		
450/95/R25			
HAULERS			
310/80 R22.5	1200		
12R 22.5			
1200x20 tube			
315/80 R22.5			
TRAILERS			
310/80 R22.5	1200		
385/65 R22.5			
10.00-20 Robust Wall Solid tyre			
FORKLIFT			
12.00x20:20PLY E-3 INDUSTRIAL	1200		
18.00R25			
8.15-15 (SOLID) IMPORT			
8.25-15 (SOLID) IMPORT			
6.50-10 (SOLID)			
700 X12 (SOLID) IMPORT			
28x9x15 (SOLID) IMPORT			
3.00x15:14PLY INDUSTRIAL			
600 X 9 PNEUMATIC			
DIESEL BOWSER			
195R14C tubeless	240		
18.4-34			
10.00-16			
BELL TRACTORS			
18.4-34	1200		
10.00-16	1200		
SALDANHA BAY MPT			
FORKLIFT (9 types - see below)			
Type 1: Kalmar 32ton; 16.00x25 O-Rings	30		
Type 2: Ferrari 32ton; 16.00x25 O-Rings	50		
Type 3: Terex 32ton; 16.00-25 Front Tyre O-Rings	20		
16.00-25 Rear Tyre O-Rings	10		
Type 4: Terex 42ton; 18.00-25 Front Tyre O-Rings	20		
18.00-25 Rear Tyre O-Rings	10		

Type 5: Sany 32ton; 16.00-25 Front Tyre O-Rings	100		
16.00-25 Rear Tyre O-Rings	50		
Type 6: Sany 18ton; 14.00-24 Front Tyre O-Rings	30		
14.00-24 Rear Tyre O-Rings	20		
Type 7: Hyundai 13ton; 10.00-20 O-Rings	20		
Type 8: Toyota 5ton; 300-15/8.00 Front tyre O-Rings	10		
7.00-12 Rear tyres O-Rings	10		
Type 9: Doosan 4ton; 300-15/8.00 Front tyres O-Rings	10		
7.00-12 Rear tyres O-Rings	10		
FRONT END LOADERS			
26.5-25 O-Rings	50		
HAULERS (12 Terberg Haulers ; 4 farm tractors "powerstar")			
Terberg Hauler; 310/80 R22.5 O-Rings	300		
Powerstar Tractor; 10.50x16.14 Front Tyres O-Rings	30		
18.00x25 Heavy Duty Nylon Rear Tyres O-Rings	30		
SWEEPER TRUCKS			
Dulevo; 7.00 R12 O-Rings	30		
Mercedes; 315/80R22.5-20 O-Rings	30		
Volvo Wheel Loader; 20.5-20 O-Rings	20		
VACUUM TRUCKS			
315/80 R22.5 O-Rings	30		
SKID STEER LOADERS			
12X16.5 O-Rings	50		
DIESEL BOWSER NISSAN TRUCK			
10.00-20.14 PR NYLON TC -497 O-Rings	30		
TIPPER TRUCK			
11R22.5-UT2000 O-Rings	20		
MOBILE HOPPERS			
12R 22.5 O-Rings	100		
TRAILER PNEUMATIC			
310/80 R22.5 O-Rings	300		
TRAILER SOLIDS			
SOLIS 1200/20 MEGA T O-Rings	60		
MOBILE SHIPLOADERS			
14.00X24 O-Rings	30		
16.00X25 O-Rings	30		
18.00X25 O-Rings	30		

CAPE REGION (CTCT,CTMPT AND SALDANHA BAY PORTS) VALVES

PROVISION OF TYRE MANAGEMENT SERVICES, TYRE MAINTENANCE SERVICES, SUPPLY OF NEW INDUSTRIAL TYRES AND RE-TREADING OF INDUSTRIAL TYRES FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORTS OF RICHARDS BAY, DURBAN, EAST LONDON, NGQURA, PORT ELIZABETH, CAPE TOWN AND SALDANHA TERMINALS ON AN "AS-AND-WHEN-REQUIRED" BASIS FOR A PERIOD OF FIVE (5) YEARS.

ICLM HQ 685/TPT - TPT/2022/11/0032/16987/RFP

TYRE SIZES USED	Number of wheels per machine	Estimated usage	Net Price
CAPE TOWN CONTAINER TERMINALS			
Flaps & Tubes 4200 & 4100			
RUBBER TYRE GANTRY (RTG)	8	7056	
18.00-25 40 Ply E3 Industrial			
STRADDLE CARRIERS	8	1200	
16.00-25 E4 Container master			
REACH STACKER	6	240	
18.00-25 E4 (40 Ply)			
HAULERS	4	4800	
310/80 R22.5			
12R 22.5			
EMPTY CONTAINER HANDLER	4	480	
14.00-24 Container master			
14.00x24" tube with flap			
TRAILERS	8	4800	
310/80 R22.5			
FORKLIFT	6	240	
6.50-10, 14 Ply tube			
28x9x15, 14 Ply tube			
DIESEL BOWSER	6	240	
385x65			
18.4-34			
10.00-16			
HAZMAT TRAILER	8	20	
300/80R22.5 tubeless			
CAPE TOWN MPT			
MOBILE CRANE	36	480	
285/70 R19.5			
REACH STACKER	6	240	
18.00-25 E4 (40 Ply)			
STRADDLE CARRIERS	8	480	
16.00-25 E4 Container master			
450/95/R25			
HAULERS	4	1200	
310/80 R22.5			
12R 22.5			
1200x20 tube			
315/80 R22.5			
TRAILERS	8	1200	
310/80 R22.5			
385/65 R22.5			
10.00-20 Robust Wall Solid tyre			
FORKLIFT	6	1200	
12.00x20:20PLY E-3 INDUSTRIAL			
18.00R25			
8.15-15 (SOLID) IMPORT			
8.25-15 (SOLID) IMPORT			
6.50-10 (SOLID)			
700 X12 (SOLID) IMPORT			
28x9x15 (SOLID) IMPORT			
3.00x15:14PLY INDUSTRIAL			
600 X 9 PNEUMATIC			
DIESEL BOWSER	6	240	
195R14C tubeless			

18.4-34			
10.00-16			
BELL TRACTORS	4	1200	
18.4-34			
10.00-16			
SALDANHA BAY MPT			
FORKLIFT (9 types - see below)			
Type 1: Kalmar 32ton; 16.00x25 Valve Extensions	6	20	
Type 2: Ferrari 32ton; 16.00x25 Valve Extensions	6	40	
Type 3: Terex 32ton; 16.00-25 Front Tyre Valve Extensions	4	20	
16.00-25 Rear Tyre Valve Extensions	2	10	
Type 4: Terex 42ton; 18.00-25 Front Tyre Valve Extensions	4	20	
18.00-25 Rear Tyre Valve Extensions	2	10	
Type 5: Sany 32ton; 16.00-25 Front Tyre Valve Extensions	4	100	
16.00-25 Rear Tyre Valve Extensions	2	50	
Type 6: Sany 18ton; 14.00-24 Front Tyre Valve Extensions	4	30	
14.00-24 Rear Tyre Valve Extensions	2	20	
Type 7: Hyundai 13ton; 10.00-20 Valve Extensions		20	
Type 8: Toyota 5ton; 300-15/8.00 Front tyre Valve Extensions		10	
7.00-12 Rear tyres Valve Extensions		10	
Type 9: Doosan 4ton; 300-15/8.00 Front tyres Valve Extensions		10	
7.00-12 Rear tyres Valve Extensions		10	
FRONT END LOADERS			
26.5-25 Valve Extensions	4	40	
HAULERS (12 Terberg Haulers ; 4 farm tractors "powerstar")			
Terberg Hauler; 310/80 R22.5 Valve Extensions	6	300	
Powerstar Tractor; 10.50x16.14 Front Tyres Valve Extensions	2	30	
18.00x25 Heavy Duty Nylon Rear Tyres Valve Extensions	2	30	
SWEeper TRUCKS			
Dulevo; 7.00 R12 Valve Extensions	4	30	
Mercedes; 315/80R22.5-20 Valve Extensions	6	20	
Volvo Wheel Loader; 20.5-20 Valve Extensions	4	20	
VACUUM TRUCKS			
315/80 R22.5 Valve Extensions	6	20	
SKID STEER LOADERS			
12X16.5 Valve Extensions	4	40	
DIESEL BOWSER NISSAN TRUCK			
10.00-20.14 PR NYLON TC -497 Valve Extensions	6	20	
TIPPER TRUCK			
11R22.5-UT2000 Valve Extensions	4	20	
MOBILE HOPPERS			
12R 22.5 Valve Extensions	4	50	
TRAILER PNEUMATIC			
310/80 R22.5 Valve Extensions	8	300	
TRAILER SOLIDS			
SOLIS 1200/20 MEGA T Valve Extensions	8	50	
MOBILE SHIPLOADERS			
14.00X24 Valve Extensions		20	
16.00X25 Valve Extensions		20	
18.00X25 Valve Extensions		20	
18.00X25		20	

CAPE REGION (CTCT,CTMPT AND SALDANHA BAY PORTS) PUNCTURERS

PROVISION OF TYRE MANAGEMENT SERVICES, TYRE MAINTENANCE SERVICES, SUPPLY OF NEW INDUSTRIAL TYRES AND RE-TREADING OF INDUSTRIAL TYRES FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORTS OF RICHARDS BAY, DURBAN, EAST LONDON, NGQURA, PORT ELIZABETH, CAPE TOWN AND SALDANHA TERMINALS ON AN "AS-AND-WHEN-REQUIRED" BASIS FOR A PERIOD OF FIVE (5) YEARS.

ICLM HQ 685/TPT - TPT/2022/11/0032/16987/RFP

TYRE DESCRIPTION	Estimated Usage	Puncture repair to tyre on breakdown	Reinforced Repair	Accessories
CAPE TOWN CONTAINER TERMINALS				
RUBBER TYRE GANTRY (RTG)	24	7056		
18.00-25 40 Ply E3 Industrial				
STRADDLE CARRIERS	5	1200		
16.00-25 E4 Container master				
REACH STACKER	2	240		
18.00-25 E4 (40 Ply)				
HAULERS	50	4800		
310/80 R22.5				
12R 22.5				
EMPTY CONTAINER HANDLER	8	480		
14.00-24 Container master				
14.00x24" tube with flap				
TRAILERS	71	4800		
310/80 R22.5				
FORKLIFT	6	240		
6.50-10, 14 Ply tube				
28x9x15, 14 Ply tube				
DIESEL BOWSER	2	240		
385x65				
18.4-34				
10.00-16				
HAZMAT TRAILER	2	20		
300/80R22.5 tubeless				
CAPE TOWN MPT				
MOBILE CRANE	3	480		
285/70 R19.5				
REACH STACKER	3	240		
18.00-25 E4 (40 Ply)				
STRADDLE CARRIERS	6	480		
16.00-25 E4 Container master				
450/95/R25				
HAULERS	12	1200		
310/80 R22.5				
12R 22.5				
1200x20 tube				
TRAILERS	12	1200		
310/80 R22.5				
385/65 R22.5				
10.00-20 Robust Wall Solid tyre				
FORKLIFT	10	1200		
12.00x20:20PLY E-3 INDUSTRIAL				
18.00R25				
8.15-15 (SOLID) IMPORT				
8.25-15 (SOLID) IMPORT				
6.50-10 (SOLID)				
700 X12 (SOLID) IMPORT				
28x9x15 (SOLID) IMPORT				

3.00x15:14PLY INDUSTRIAL				
600 X 9 PNEUMATIC				
DIESEL BOWSER	1	240		
195R14C tubeless				
18.4-34				
10.00-16				
BELL TRACTORS	6	1200		
18.4-34				
10.00-16				
SALDANHA BAY MPT				
FORKLIFT (9 types - see below)				
Type 1: Kalmar 32ton; 16.00x25		20		
Type 2: Ferrari 32ton; 16.00x25		30		
Type 3: Terex 32ton; 16.00-25 Front Tyre		10		
16.00-25 Rear Tyre		10		
Type 4: Terex 42ton; 18.00-25 Front Tyre		10		
18.00-25 Rear Tyre		10		
Type 5: Sany 32ton; 16.00-25 Front Tyre		70		
16.00-25 Rear Tyre		40		
Type 6: Sany 18ton; 14.00-24 Front Tyre		20		
14.00-24 Rear Tyre		10		
Type 7: Hyundai 13ton; 10.00-20		10		
Type 8: Toyota 5ton; 300-15/8.00 Front tyre		10		
7.00-12 Rear tyres		10		
Type 9: Doosan 4ton; 300-15/8.00 Front tyres		10		
7.00-12 Rear tyres		10		
FRONT END LOADERS				
26.5-25		30		
HAULERS (12 Terberg Haulers ; 4 farm tractors "powerstar")				
Terberg Hauler; 310/80 R22.5		230		
Powerstar Tractor; 10.50x16.14 Front Tyres		20		
18.00x25 Heavy Duty Nylon Rear Tyres		20		
SWEEPER TRUCKS				
Dulevo; 7.00 R12		20		
Mercedes; 315/80R22.5-20		20		
Volvo Wheel Loader; 20.5-20		10		
VACUUM TRUCKS				
315/80 R22.5		20		
SKID STEER LOADERS				
12X16.5		30		
DIESEL BOWSER NISSAN TRUCK				
10.00-20.14 PR NYLON TC -497		20		
TIPPER TRUCK				
11R22.5-UT2000		10		
MOBILE HOPPERS				
12R 22.5		80		
TRAILER PNEUMATIC				
310/80 R22.5		230		
TRAILER SOLIDS				
SOLIS 1200/20 MEGA T		40		
MOBILE SHIPLOADERS				
14.00X24		20		
16.00X25		20		
18.00X25		20		

CAPE REGION (CTCT,CTMPT AND SALDANHA BAY PORTS) Retreads

PROVISION OF TYRE MANAGEMENT SERVICES, TYRE MAINTENANCE SERVICES, SUPPLY OF NEW INDUSTRIAL TYRES AND RE-TREADING OF INDUSTRIAL TYRES FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORTS OF RICHARDS BAY, DURBAN, EAST LONDON, NGQURA, PORT ELIZABETH, CAPE TOWN AND SALDANHA TERMINALS ON AN "AS-AND-WHEN-REQUIRED" BASIS FOR A PERIOD OF FIVE (5) YEARS.

ICLM HQ 685/TPT - TPT/2022/11/0032/16987/RFP

TYRE DESCRIPTION	Estimated Usage	PATTERN	PLY/STAR RATING	TYRE LOAD LIMIT AT MAXIMUM SPEED	PRICE IN ZAR EXCL VAT
CAPE TOWN TERMINALS					
CTCT					
RUBBER TYRE GANTRY (RTG)					
18.00-25 40 Ply E3 Industrial	60				
STRADDLE CARRIERS					
16.00-25 E4 Container master	36				
REACH STACKER					
18.00-25 E4 (40 Ply)	12				
HAULERS					
310/80 R22.5	150				
12R 22.5	120				
EMPTY CONTAINER HANDLER					
14.00-24 Container master	60				
14.00x24" tube with flap	60				
TRAILERS					
310/80 R22.5	288				
FORKLIFT					
6.50-10, 14 Ply tube	24				
28x9x15, 14 Ply tube	36				
DIESEL BOWSER					
385x65	12				
18.4-34	12				
10.00-16	12				
HAZMAT TRAILER					
300/80R22.5 tubeless	12				
CTMPT					
MOBILE CRANE					
285/70 R19.5	60				
REACH STACKER					
18.00-25 E4 (40 Ply)	33				
STRADDLE CARRIERS					
16.00-25 E4 Container master	54				
450/95/R25	16				
HAULERS					
310/80 R22.5	102				
12R 22.5	90				
1200x20 tube	24				
315/80 R22.5					
TRAILERS					
310/80 R22.5	48				
385/65 R22.5	8				
10.00-20 Robust Wall Solid tyre	16				
FORKLIFT					
12.00x20:20PLY E-3 INDUSTRIAL	6				
18.00R25	12				
8.15-15 (SOLID) IMPORT	18				
8.25-15 (SOLID) IMPORT	30				
6.50-10 (SOLID)	12				
700 X12 (SOLID) IMPORT	6				
28x9x15 (SOLID) IMPORT	6				
3.00x15:14PLY INDUSTRIAL	6				
600 X 9 PNEUMATIC	6				
DIESEL BOWSER					
195R14C tubeless	4				
18.4-34	4				
10.00-16	24				
BELL TRACTORS					
18.4-34	12				
10.00-16	12				
SALDANHA BAY MPT					
FORKLIFT (9 types - see below)					
Type 1: Kalmar 32ton; 16.00x25	20				
Type 2: Ferrari 32ton; 16.00x25	30				
Type 3: Terex 32ton; 16.00-25 Front Tyre	10				

16.00-25 Rear Tyre	10				
Type 4: Terex 42ton; 18.00-25 Front Tyre	10				
18.00-25 Rear Tyre	10				
Type 5: Sany 32ton; 16.00-25 Front Tyre	70				
16.00-25 Rear Tyre	40				
Type 6: Sany 18ton; 14.00-24 Front Tyre	20				
14.00-24 Rear Tyre	10				
Type 7: Hyundai 13ton; 10.00-20	10				
Type 8: Toyota 5ton; 300-15/8.00 Front tyre	10				
7.00-12 Rear tyres	10				
Type 9: Doosan 4ton; 300-15/8.00 Front tyres	10				
7.00-12 Rear tyres	10				
FRONT END LOADERS					
26.5-25	30				
HAULERS (12 Terberg Haulers ; 4 farm tractors "powerstar")					
Terberg Hauler; 310/80 R22.5	230				
Powerstar Tractor; 10.50x16.14 Front Tyres	20				
18.00x25 Heavy Duty Nylon Rear Tyres	20				
SWEeper TRUCKS					
Dulevo; 7.00 R12	20				
Mercedes; 315/80R22.5-20	20				
Volvo Wheel Loader; 20.5-20	10				
VACUUM TRUCKS					
315/80 R22.5	20				
SKID STEER LOADERS					
12X16.5	30				
DIESEL BOWSER NISSAN TRUCK					
10.00-20.14 PR NYLON TC -497	20				
TIPPER TRUCK					
11R22.5-UT2000	10				
MOBILE HOPPERS					
12R 22.5	80				
TRAILER PNEUMATIC					
310/80 R22.5	230				
TRAILER SOLIDS					
SOLIS 1200/20 MEGA T	40				
MOBILE SHIPLOADERS					
14.00X24	20				
16.00X25	20				
18.00X25	20				

CAPE REGION (CTCT,CTMPT AND SALDANHA BAY PORTS) RIMS

PROVISION OF TYRE MANAGEMENT SERVICES, TYRE MAINTENANCE SERVICES, SUPPLY OF NEW INDUSTRIAL TYRES AND RE-TREADING OF INDUSTRIAL TYRES FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORTS OF RICHARDS BAY, DURBAN, EAST LONDON, NGQURA, PORT ELIZABETH, CAPE TOWN AND SALDANHA TERMINALS ON AN "AS-AND-WHEN-REQUIRED" BASIS FOR A PERIOD OF FIVE (5) YEARS.

ICLM HQ 685/TPT - TPT/2022/11/0032/16987/RFP

TYRE/RIM DESCRIPTION	ESTIMATED USAGE	TYRE LOAD LIMIT AT MAXIMUM SPEED	PRICE IN ZAR (EXCL VAT)
CAPE TOWN PORTS			
RUBBER TYRE GANTRY (RTG)			
18.00-25 40 Ply E3 Industrial	30		
STRADDLE CARRIERS			
16.00-25 E4 Container master	12		
REACH STACKER			
18.00-25 E4 (40 Ply)	4		
HAULERS			
310/80 R22.5	50		
12R 22.5	40		
EMPTY CONTAINER HANDLER			
14.00-24 Container master	20		
14.00x24" tube with flap	20		
TRAILERS			
310/80 R22.5	50		
FORKLIFT			
6.50-10, 14 Ply tube	8		
28x9x15, 14 Ply tube	8		
DIESEL BOWSER			
385x65	12		
18.4-34	12		
10.00-16	12		
HAZMAT TRAILER			
300/80R22.5 tubeless	12		
CAPE TOWN MPT			
MOBILE CRANE			
285/70 R19.5	20		
REACH STACKER			
18.00-25 E4 (40 Ply)	10		
STRADDLE CARRIERS			
16.00-25 E4 Container master	10		
450/95/R25	6		
HAULERS			
310/80 R22.5	20		
12R 22.5	20		
1200x20 tube	10		
315/80 R22.5	6		
TRAILERS			
310/80 R22.5	30		
385/65 R22.5	2		
10.00-20 Robust Wall Solid tyre	10		
FORKLIFT			
12.00x20:20PLY E-3 INDUSTRIAL	6		
18.00R25	4		
8.15-15 (SOLID) IMPORT	8		
8.25-15 (SOLID) IMPORT	10		
6.50-10 (SOLID)	4		
700 X12 (SOLID) IMPORT	2		
28x9x15 (SOLID) IMPORT	2		
3.00x15:14PLY INDUSTRIAL	2		
600 X 9 PNEUMATIC	2		

DIESEL BOWSER			
195R14C tubeless	2		
18.4-34	2		
10.00-16	8		
BELL TRACTORS			
18.4-34	6		
10.00-16	6		
SALDANHA BAY MPT			
FORKLIFT (9 types - see below)			
Type 1: Kalmar 32ton; 16.00x25	2		
Type 2: Ferrari 32ton; 16.00x25	2		
Type 3: Terex 32ton; 16.00-25 Front Tyre	2		
16.00-25 Rear Tyre	1		
Type 4: Terex 42ton; 18.00-25 Front Tyre	2		
18.00-25 Rear Tyre	1		
Type 5: Sany 32ton; 16.00-25 Front Tyre	4		
16.00-25 Rear Tyre	2		
Type 6: Sany 18ton; 14.00-24 Front Tyre	2		
14.00-24 Rear Tyre	1		
Type 7: Hyundai 13ton; 10.00-20	1		
Type 8: Toyota 5ton; 300-15/8.00 Front tyre	1		
7.00-12 Rear tyres	1		
Type 9: Doosan 4ton; 300-15/8.00 Front tyres	1		
7.00-12 Rear tyres	1		
FRONT END LOADERS			
26.5-25	2		
HAULERS (12 Terberg Haulers ; 4 farm tractors "powerstar")			
Terberg Hauler; 310/80 R22.5	4		
Powerstar Tractor; 10.50x16.14 Front Tyres	1		
18.00x25 Heavy Duty Nylon Rear Tyres	1		
SWEEPER TRUCKS			
Dulevo; 7.00 R12	2		
Mercedes; 315/80R22.5-20	2		
Volvo Wheel Loader; 20.5-20	1		
VACUUM TRUCKS			
315/80 R22.5	2		
SKID STEER LOADERS			
12X16.5	4		
DIESEL BOWSER NISSAN TRUCK			
10.00-20.14 PR NYLON TC -497	1		
TIPPER TRUCK			
11R22.5-UT2000	1		
MOBILE HOPPERS			
12R 22.5	1		
TRAILER PNEUMATIC			
310/80 R22.5	4		
TRAILER SOLIDS			
SOLIS 1200/20 MEGA T	1		
MOBILE SHIPLOADERS			
14.00X24	2		
16.00X25	2		
18.00X25	2		

CAPE REGION (CTCT,CTMPT AND SALDANHA BAY PORTS)	
PROVISION OF TYRE MANAGEMENT SERVICES, TYRE MAINTENANCE SERVICES, SUPPLY OF NEW INDUSTRIAL TYRES AND RE-TREADING OF INDUSTRIAL TYRES FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORTS OF RICHARDS BAY, DURBAN, EAST LONDON, NGQURA, PORT ELIZABETH, CAPE TOWN AND SALDANHA TERMINALS ON AN "AS-AND-WHEN-REQUIRED" BASIS FOR A PERIOD OF FIVE (5) YEARS.	
ICLM HQ 685/TPT - TPT/2022/11/0032/16987/RFP	
TYRE MANAGEMENT INCLUDING WHEEL ALIGNMENT FEE PER TERMINAL	RATE PER MONTH (R) YEAR 1
CAPE TOWN CONTAINER TERMINALS	
CAPE TOWN MPT	
SALDANHA BAY PORTS	

NB- Please refer to ANNEXURE A (scope of work) for more information

The labour rates for this agreement shall be firm for 12 months, from the commencement date

CAPE REGION (CTCT,CTMPT AND SALDANHA BAY PORTS)	
PROVISION OF TYRE MANAGEMENT SERVICES, TYRE MAINTENANCE SERVICES, SUPPLY OF NEW INDUSTRIAL TYRES AND RE-TREADING OF INDUSTRIAL TYRES FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORTS OF RICHARDS BAY, DURBAN, EAST LONDON, NGQURA, PORT ELIZABETH, CAPE TOWN AND SALDANHA TERMINALS ON AN "AS-AND-WHEN-REQUIRED" BASIS FOR A PERIOD OF FIVE (5) YEARS.	
ICLM HQ 685/TPT - TPT/2022/11/0032/16987/RFP	
TYRE FITMENT AND MAINTENANCE	RATE PER MONTH (R) YEAR 1
CAPE TOWN CONTAINER TERMINALS	
CAPE TOWN MPT	
SALDANHA BAY PORTS	

NB- Please refer to ANNEXURE A (scope of work) for more information

Maintenance fee to be fixed for 12 months.

ANNEXURE C – PRICING SCHEDULE
EASTERN CAPE REGION

EAST REGION (PORT ELIZABETH,NGQURA & EAST LONDON) NEW TYRE						
PROVISION OF TYRE MANAGEMENT SERVICES, TYRE MAINTENANCE SERVICES, SUPPLY OF NEW INDUSTRIAL TYRES AND RE-TREADING OF INDUSTRIAL TYRES FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORTS OF RICHARDS BAY, DURBAN, EAST LONDON, NGQURA, PORT ELIZABETH, CAPE TOWN AND SALDANHA TERMINALS ON AN "AS-AND-WHEN-REQUIRED" BASIS FOR A PERIOD OF FIVE (5) YEARS.						
ICLM HQ 685/TPT - TPT/2022/11/0032/16987/RFP						
TYRE SIZES USED	Current Fleet	Estimated usage	PATTERN	MINIMUM PLY / STAR RATING	Minimum TYRE LOAD LIMIT AT MAXIMUM SPEED (kg)	Nett Price
PORT ELIZABETH Container Terminal (3100)						
STRADDLE CARRIERS	23					
1600R25 CONTAINER HANDLER INDUSTRIAL New		156	EV4R, Load Rating: 200A5***, Industrial Code: IND-4, Rim Width and Flange H	2* or 3*	15070	
450/95R25 CONTAINER HANDLER INDUSTRIAL New		70	Tyre, Pneumatic, Type: New, Commercial Size: 450/95R25, Air retention method: Tubeless, Application: Industrial, Tread Style: XStraddle2, Special Features: 2 Star, Load Rating: 202A7	2* or 3*	15070	
HAULERS	6					
310/80R22.5		30	XTERMINAL or similar	18	7100	
12R22.5: (16PLY HIGHWAY)		5	HS26 or similar	16	3275	
BATH TUB TRAILERS	21					
310/80R22.5		54	XTERMINAL or similar	18	7100	
10.00-20 solids (8 inch rim)		32	ECLAT / EMILE PREFERABLY or similar	solid	7500	
12R22.5		20	HS26 or similar	16	3275	
FORKLIFT	2					
300-15: INDUSTRIAL		2	LUG or similar Industrial Pneumatic	14	3445	
7.00-12: INDUSTRIAL (SOLID)		2	LUG or similar solid	solid	5150	
8.25-15: INDUSTRIAL		2	LUG or similar Industrial pneumatic	14	3445	
28X9-15: INDUSTRIAL (SOLID)		2	LUG or similar solid	solid	5150	
6.00-9: INDUSTRIAL		4	LUG or similar Industrial pneumatic	14	3500	
650x10 :14 Ply INDUSTRIAL (SOLID)		2	LUG or similar solid	solid	5150	
OTHERS:	2					
185/65R14		2	N/A	16	4500	
195/70 R15		2	N/A	16	4500	
195/65R14		6	N/A	16	4500	
185/60R13		2	N/A	16	4500	
815/65x15		2	N/A	16	4500	
165/80R13		2	N/A	16	4500	
MOBILE HABOUR CRANE						
285/70 R19.5 Hybrid HT3 K110		10	285/70 R19.5 ,150/148K TL HT3 LR:K M+S	18	12600	
PORT ELIZABETH MPT (3200)						
Haulers	6					
310/80R22.5		40	XTERMINAL or similar	18	7100	
12R22.5		28	HS26 or similar	16	3275	

	1200x20		34	RT20 / RV20 or similar	20	6500	
	1200x24		2	N/A	20	5150	
TRAILERS		8					
	310/80R22.5		38	XTERMINAL or similar	18	7100	
	1100x20		4	N/A	16	3750	
	12R22.5		18	HS26 or similar	16	3275	
	1000x20 (8 inch Rim)		2	ECLAT / EMILE PREFERABLY or similar	solid	7500	
	825x16		2	N/A	16	3500	
OTHER		6					
	20.5x25 (Pay Loader)		2	N/A	16	11000	
	11R22.5		2	N/A	16	3750	
	750X16		2	N/A	16	3450	
	10x16.5 (L4)		2	N/A	16	3450	
	700X15		7	N/A	16	3750	
	10.5/80 R18		2	Radial	10	2700	
	205/65 R15 (Commercial vehicle)		4	Radial	16	3750	
	16.9X28 (Tractor Farming)		6	N/A	16	3750	
	175/65 R14		7	Radial	16	3450	
	195/70 R15		2	Radial	16	4500	
FORKLIFT PNEUMATIC TYRES		2					
	700x12		2	LUG or similar (Solid)	20	5150	
	750x16		2	N/A	16	4250	
	1000x20		2	N/A	16	3750	
	16.00R25 (CONTAINER HANDLER INDUSTRIAL)		2	Xstraddle2 or EV4C or EV4R or VCHD or similar	2* or 3*	15070	
	1200x24		2	Radial	18	13000	
NGQURA							
FORKLIFT		2					
	900-20 (7.5 INCH)		2	Pneumatic	16	3500	
	900-20		2	Pneumatic	16	3500	
	700X12		10	LUG or similar (Solid)	Solid	5150	
	500X8		6	Solid	Solid	2250	
FERRARI HAULERS		6					
	300/80R22.5 (Radial)		660	Terminal Tractor or similar	18	7100	
	300/80R22.5 (Radial)		80	XTERMINAL or similar	18	7100	
	12R22.5 (Radial)		300	HS26 or similar	16	3275	
RTG-RUBBER TYRE GANTRY		8					
	1800 X 25 INDUSTRIAL (E4)		50	CONTAINER MASTER or similar	40	22940	
	1800 X 25 E-4 40PLY INDUSTRIAL DEEP TREAD (E4)		6	CONTAINER MASTER or similar	40	22940	
TRACTOR-DEZZI HAULER							
	18.4/15-34:10PLY HAULAGE - Drive Axle		4	SureGrip or similar	10	3000	
	10.50-16 - Steer Axle (L4)		4	D405 or similar	14	4500	
TRAILER BATHTUB		8					
	300/80R22.5 (industrial pneumatit radial)		80	XTERMINAL or similar	18	7100	
	385/65R22.5 (industrial pneumatit radial)		24	HS38 or HS30 or similar	18	3500	
REACH STACKERS		8					
	1800 X 33 DEEP TREAD INDUSTRIAL		2	CONTAINER MASTER or similar	40	22940	
	1800 X 25 INDUSTRIAL (E4)		18				
KALMAR LIFT TRUCKS (Empty Container Handler)		6					
	1400R24 (Cross Ply INDUSTRIAL)		12	CONTAINER MASTER or similar	28	12400	
	1400x24 (E4)		2	CONTAINER MASTER or similar	28	12400	
	1800x25 (E4)		2	CONTAINER MASTER or similar	40	22940	
EAST LONDON							
FORKLIFT		6					
	700X12		2	LUG or similar (Pneumatic Radial)	12	5150	
	1200-24		2	N/A	Solid	13000	
	8.25 X 15 X 14 PLY		2	LUG or similar (Pneumatic Crossply)	14	3445	
	10.00 X 20 (10 TON)		2	Pneumatic Radial	14	2800	
	1600 X 25 (30 TON)		2	Xstraddle2 or EV4C or EV4R or VCHD or similar	2* or 3*	15070	
	1800 X 25		2	CONTAINER MASTER or similar	40	22940	
STRADDLE CARRIERS		8					
	1400R24 CONTAINER HANDLER INDUSTRIAL VCHD (Radial)		24	CONTAINER MASTER or similar	28	12400	
	1600R25 CONTAINER HANDLER INDUSTRIAL New		32	Xstraddle2 or EV4C or EV4R or VCHD or similar	2* or 3*	15070	

EAST REGION (PORT ELIZABETH,NGQURA & EAST LONDON) REPAIRS

PROVISION OF TYRE MANAGEMENT SERVICES, TYRE MAINTENANCE SERVICES, SUPPLY OF NEW INDUSTRIAL TYRES AND RE-TREADING OF INDUSTRIAL TYRES FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORTS OF RICHARDS BAY, DURBAN, EAST LONDON, NGQURA, PORT ELIZABETH, CAPE TOWN AND SALDANHA TERMINALS ON AN "AS-AND-WHEN-REQUIRED" BASIS FOR A PERIOD OF FIVE (5) YEARS.

ICLM HQ 685/TPT - TPT/2022/11/0032/16987/RFP

Tyre Sizes Used	Estimated Usage	Vulcanize Hot Repair per Tyre	Vulcanise on Site Repair per Tyre	Sectional Repair per Tyre		
				Sidewall	Shoulder	Crown
Port Elizabeth Container Terminal						
STRADDLE CARRIERS						
1600R25 CONTAINER HANDLER INDUSTRIAL New	5					
1600 25(Industrial new)	10					
HAULERS						
310/80R22.5 (Must be included for rear axle)	19					
12R22.5:16PLY HIGHWAY	13					
BATH TUB TRAILERS						
310/80R22.5	21					
10.00-20 solids	1					
12R22.5	14					
FORKLIFT						
300-15:14PLY INDUSTRIAL (SOLID)	1					
7.00-12:12PLY INDUSTRIAL (SOLID)	1					
8.25-15:14PLY INDUSTRIAL (SOLID)	1					
28X9-15:14PLY INDUSTRIAL (SOLID)	1					
6.00-9:14PLY INDUSTRIAL (SOLID)	1					
650x10 :14 Ply INDUSTRIAL (SOLID)	1					
OTHERS:						
6.00-13:6PLY LIGHT TRUCK(155-13)	1					
F6.50-10:6PLY LIGHT TRUCK	1					
185/65R14	1					
195/70 R15	1					
195/65R14	1					
185R13 (185/60-13)	1					
815x15	1					
165/80R13	1					
Port Elizabeth MPT						
Haulers						
310/80R22.5	8					

12R22.5	10					
1200x20	1					
1200x24	1					
TRAILERS						
310/80R22.5	10					
1100x20	1					
12R22.5	1					
1000x20	8					
825x16	1					
OTHER						
20.5x25	1					
11R22.5	4					
750X16	1					
10x16.5	4					
700X15	1					
10.5/80 R18	1					
205/65 R15	1					
16.9X28	1					
175/65 R14	4					
195/70 R15	1					
165X13	3					
195R14	8					
FORKLIFT PNEUMATIC TYRES						
700x12	6					
750x16	6					
1000x20	1					
1600x25	1					
1200x24	1					
NGQURA						
FORKLIFT						
900-20 (7.5 INCH)	1					
900-20	1					
700X12	1					
500X8	1					
FERRARI HAULERS						
300/80R22.5	34					
1100R20 X 16 PLY HIGHWAY - Steer Wheel	1					
1200R20 X 20 Ply - Drive Axel	1					
1100R20	1					
1200R20SRG	1					

1200X20 RV20	1					
12R22.5	23					
RTG-RUBBER TYRE GANTRY						
1800 X 25 INDUSTRIAL	1					
1800 X 25 E-4 40PLY INDUSTRIAL DEEP TREAD	1					
TRACTOR-DEZZI HAULER						
18,4/15-34:10PLY HAULAGE - Drive Axle	1					
10.50-16 - Steer Axle	1					
TRAILER BATHTUB						
300/80R22.5	12					
385/65R22.5 X 18 Ply	1					
REACH STACKERS						
1800 X 33 DEEP TREAD INDUSTRIAL	1					
KALMAR LIFT TRUCKS						
1400R24 X 28 PLY INDUSTRIAL	1					
1400x24	1					
1800x25	1					
EAST LONDON						
FORKLIFT						
700X12X12 PLY	1					
1200-24	1					
8.25 X 15 X 14 PLY	1					
900 X 20 (10 TON)	1					
1600 X 25 (30 TON)	13					
1800 X 25	1					
STRADDLE CARRIERS						
1400R24 CONTAINER HANDLER INDUSTRIAL VCHD	5					

EAST REGION (PORT ELIZABETH,NGQURA & EAST LONDON) MISCELLANEOUS		
PROVISION OF TYRE MANAGEMENT SERVICES, TYRE MAINTENANCE SERVICES, SUPPLY OF NEW INDUSTRIAL TYRES AND RE-TREADING OF INDUSTRIAL TYRES FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORTS OF RICHARDS BAY, DURBAN, EAST LONDON, NGQURA, PORT ELIZABETH, CAPE TOWN AND SALDANHA TERMINALS ON AN "AS-AND-WHEN-REQUIRED" BASIS FOR A PERIOD OF FIVE (5) YEARS.		
ICLM HQ 685/TPT - TPT/2022/11/0032/16987/RFP		
PRICING SCHEDULE - MISCELLANEOUS		
	Estimated Usage	Rate per hour
<u>Personnel Costing :</u>		
Truck Fitters		
Material for Repair		
OTR Fitters		
<u>24 Hour Breakdown Service</u>		
Office Working Hours - 6:00 am - 14:00 pm		
After Hours - 14:00 pm - 06:00 am		
<i>OTR Emergency Call Out Response time 2 hours 24/7 365 days per year</i>		
From tyre size 1200-20 industrial to 1800-33 industrial & larger		
Call out charge		
Labour per person per hour		
<i>Truck Emergency call out response time 3 hours (from notification to completion of break down) 24/7 365 days per year</i>		
From smallest tyre size to 12.00-20 pneumatic & solid		
Call out charge		
Labour per person per hour		
<u>Normal Working Hours breakdown service</u>		
<i>OTR</i>		
From tyre size 1200-20 industrial to 1800-33 industrial and larger		
Call out charge		
Labour per person per hour		
<i>Truck</i>		
From smallest tyre size to 12.00-20 pneumatic & solid		
Call out charge		
Labour per person per hour		

EAST REGION (PORT ELIZABETH,NGQURA & EAST LONDON) Tubes, Flaps & O-Rings

PROVISION OF TYRE MANAGEMENT SERVICES, TYRE MAINTENANCE SERVICES, SUPPLY OF NEW INDUSTRIAL TYRES AND RE-TREADING OF INDUSTRIAL TYRES FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORTS OF RICHARDS BAY, DURBAN, EAST LONDON, NGQURA, PORT ELIZABETH, CAPE TOWN AND SALDANHA TERMINALS ON AN "AS-AND-WHEN-REQUIRED" BASIS FOR A PERIOD OF FIVE (5) YEARS.

ICLM HQ 685/TPT - TPT/2022/11/0032/16987/RFP

TYRE SIZES USED	Estimated usage	New Tubes Net Price	New Flaps Nett Price
PORT ELIZABETH CONTAINER TERMINALS			
Earth moving equipment inside valve	100		
Earth moving equipment valve caps	100		
STRADDLE CARRIERS			
16.00-25 E4 Container master			
Orings 16.00x25"	600		
18.00-25 E4 (40 Ply)	240		
HAULERS			
310/80 R22.5	100		
12R 22.5			
TRAILERS			
310/80 R22.5	100		
FORKLIFT			
6.50-10, 14 Ply tube	10		
28x9x15, 14 Ply tube			
11.00-20	20		
NGQURA			
Earth moving equipment inside valve	100		
Earth moving equipment valve caps	100		
11.00-20	20		

EAST REGION (PORT ELIZABETH,NGQURA & EAST LONDON) VALVES

PROVISION OF TYRE MANAGEMENT SERVICES, TYRE MAINTENANCE SERVICES, SUPPLY OF NEW INDUSTRIAL TYRES AND RE-TREADING OF INDUSTRIAL TYRES FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORTS OF RICHARDS BAY, DURBAN, EAST LONDON, NGQURA, PORT ELIZABETH, CAPE TOWN AND SALDANHA TERMINALS ON AN "AS-AND-WHEN-REQUIRED" BASIS FOR A PERIOD OF FIVE (5) YEARS.

ICLM HQ 685/TPT - TPT/2022/11/0032/16987/RFP

TYRE SIZES USED	Number of wheels per machine	Estimated usage	Net Price per unit
Port Elizabeth Container Terminal			
HAULERS	6		
Valve Extensions		40	
BATH TUB TRAILERS	8		
Valve Extensions		80	
STRADDLE CARRIERS	8	100	
16.00-25 E4 Container master			
Port Elizabeth MPT			
Haulers	6		
Valve Extensions		12	
TRAILERS	8		
Valve Extensions		30	
NGQURA			
FERRARI HAULERS	6		
Valve Extensions		60	
TRAILER BATHTUB	8		
Valve Extensions		120	
REACH STACKERS	8		
Valve Extensions		14	
KALMAR LIFT TRUCKS	6		
Valve Extensions		8	
EAST LONDON (2100)			

FORKLIFT	6		
Valve Extensions		6	

EAST REGION (PORT ELIZABETH,NGQURA & EAST LONDON)				
PROVISION OF TYRE MANAGEMENT SERVICES, TYRE MAINTENANCE SERVICES, SUPPLY OF NEW INDUSTRIAL TYRES AND RE-TREADING OF INDUSTRIAL TYRES FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORTS OF RICHARDS BAY, DURBAN, EAST LONDON, NGQURA, PORT ELIZABETH, CAPE TOWN AND SALDANHA TERMINALS ON AN "AS-AND-WHEN-REQUIRED" BASIS FOR A PERIOD OF FIVE (5) YEARS.				
ICLM HQ 685/TPT - TPT/2022/11/0032/16987/RFP				
TYRE DESCRIPTION	Estimated Usage	Puncture repair to tyre on breakdown	Reinforced Repair	Accessories
EAST REGION (PORT ELIZABETH,NGQURA & EAST LONDON) PUNCTURES				
STRADDLE CARRIERS	60			
1600R25 CONTAINER HANDLER INDUSTRIAL New				
1600 25(Industrial new)				
HAULERS	46			
310/80R22.5 (Must be included for rear axle)				
12R22.5:16PLY HIGHWAY				
BATH TUB TRAILERS	60			
310/80R22.5 (must include)				
10.00-20 solids (must include)				
12R22.5				
FORKLIFT	12			
300-15:14PLY INDUSTRIAL (SOLID)				
7.00-12:12PLY INDUSTRIAL (SOLID)				
8.25-15:14PLY INDUSTRIAL (SOLID)				
28X9-15:14PLY INDUSTRIAL (SOLID)				
6.00-9:14PLY INDUSTRIAL (SOLID)				
650x10 :14 Ply INDUSTRIAL (SOLID)				
OTHERS:	18			
6.00-13:6PLY LIGHT TRUCK(155-13)				
F6.50-10:6PLY LIGHT TRUCK				
185/65R14				
195/70 R15				
195/65R14				
185R13 (185/60-13)				
815x15				
165/80R13				
Port Elizabeth MPT				
Haulers	54			
310/80R22.5				
12R22.5				
1200x20				
1200x24				
TRAILERS	36			
310/80R22.5				
1100x20				
12R22.5				
1000x20				
825x16				
OTHER	28			
20.5x25				
11R22.5				
750X16				
10x16.5				
700X15				
10.5/80 R18				
205/65 R15				
16.9X28				
175/65 R14				
195/70 R15				
FORKLIFT PNEUMATIC TYRES	16			
700x12				
750x16				
1000x20				
1600x25				
1200x24				
NGQURA				
FORKLIFT	18			
900-20 (7.5 INCH)				

900-20				
700X12				
500X8				
FERRARI HAULERS	110			
310/80R22.5				
1100R20 X 16 PLY HIGHWAY - Steer Wheel				
1200R20 X 20 Ply - Drive Axel				
1100R20				
1200R20SRG				
1200X20 RV20				
12R22.5				
RTG-RUBBER TYRE GANTRY	50			
1800 X 25 INDUSTRIAL				
1800 X 25 E-4 40PLY INDUSTRIAL DEEP TREAD				
TRACTOR-DEZZI HAULER	18			
18,4/15-34:10PLY HAULAGE - Drive Axle				
10.50-16 - Steer Axle				
TRAILER BATHTUB	140			
310/80R22.5 Must include!!				
385/65R22.5 X 18 Ply				
REACH STACKERS	16			
1800 X 33 DEEP TREAD INDUSTRIAL				
KALMAR LIFT TRUCKS	10			
1400R24 X 28 PLY INDUSTRIAL				
1400x24				
1800x25				
EAST LONDON				
FORKLIFT	14			
700X12X12 PLY				
1200-24				
8.25 X 15 X 14 PLY				
900 X 20 (10 TON)				
1600 X 25 (30 TON)				
1800 X 25				
STRADDLE CARRIERS	80			
1400R24 CONTAINER HANDLER INDUSTRIAL VCHD				

EAST REGION (PORT ELIZABETH, NGQURA & EAST LONDON) RETREADS						
PROVISION OF TYRE MANAGEMENT SERVICES, TYRE MAINTENANCE SERVICES, SUPPLY OF NEW INDUSTRIAL TYRES AND RE-TREADING OF INDUSTRIAL TYRES FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORTS OF RICHARDS BAY, DURBAN, EAST LONDON, NGQURA, PORT ELIZABETH, CAPE TOWN AND SALDANHA TERMINALS ON AN "AS-AND-WHEN-REQUIRED" BASIS FOR A PERIOD OF FIVE (5) YEARS.						
ICLM HQ 685/TPT - TPT/2022/11/0032/16987/RFP						
TYRE DESCRIPTION	ESTIMATED USAGE	PATTERN	PLY/STAR RATING	TYRE LOAD LIMIT AT MAXIMUM SPEED	PRICE IN ZAR per unit EXCL VAT	PRICE IN ZAR per Estimate usage EXCL VAT
Port Elizabeth Container Terminal						
STRADDLE CARRIERS	60					
1600R25 CONTAINER HANDLER INDUSTRIAL New						
1600 25(Industrial new)						
HAULERS	46					
310/80R22.5 (Must be included for rear axle)						
12R22.5:16PLY HIGHWAY						
BATH TUB TRAILERS	60					
310/80R22.5 (must include)						
10.00-20 solids (must include)						
12R22.5						
FORKLIFT	12					
300-15:14PLY INDUSTRIAL (SOLID)						
7.00-12:12PLY INDUSTRIAL (SOLID)						
8.25-15:14PLY INDUSTRIAL (SOLID)						
28X9-15:14PLY INDUSTRIAL (SOLID)						
6.00-9:14PLY INDUSTRIAL (SOLID)						
650x10 :14 Ply INDUSTRIAL (SOLID)						
OTHERS:	18					
6.00-13:6PLY LIGHT TRUCK(155-13)						
F6.50-10:6PLY LIGHT TRUCK						
185/65R14						
195/70 R15						
195/65R14						
185R13 (185/60-13)						
815x15						
165/80R13						
Port Elizabeth MPT						
Haulers	54					
310/80R22.5						
12R22.5						
1200x20						
1200x24						
TRAILERS	36					
310/80R22.5						
1100x20						
12R22.5						
1000x20						
825x16						
OTHER	28					
20.5x25						
11R22.5						
750X16						
10x16.5						
700X15						
10.5/80 R18						
205/65 R15						
16.9X28						
175/65 R14						
195/70 R15						
FORKLIFT PNEUMATIC TYRES	16					
700x12						
750x16						
1000x20						
1600x25						
1200x24						
NGQURA						
FORKLIFT	18					
900-20 (7.5 INCH)						
900-20						
700X12						
500X8						
FERRARI HAULERS	110					
310/80R22.5						
1100R20 X 16 PLY HIGHWAY - Steer Wheel						
1200R20 X 20 Ply - Drive Axle						
1100R20						
1200R20SRG						
1200X20 RV20						
12R22.5						
RTG-RUBBER TYRE GANTRY	50					
1800 X 25 INDUSTRIAL						
1800 X 25 E-4 40PLY INDUSTRIAL DEEP TREAD						
TRACTOR-DEZZI HAULER	18					
18,4/15-34:10PLY HAULAGE - Drive Axle						
10.50-16 - Steer Axle						
TRAILER BATHTUB	140					

310/80R22.5 Must include!!						
385/65R22.5 X 18 Ply						
REACH STACKERS	16					
1800 X 33 DEEP TREAD INDUSTRIAL						
KALMAR LIFT TRUCKS	10					
1400R24 X 28 PLY INDUSTRIAL						
1400x24						
1800x25						
EAST LONDON						
FORKLIFT	6					
Valve Extensions		6				

EAST REGION (PORT ELIZABETH,NGQURA & EAST LONDON) RIMS			
PROVISION AND SUPPLY OF NEW INDUSTRIAL TYRES, RIMS AND TUBES, RETREADING OF INDUSTRIAL TYRES, MAINTENANCE SERVICES, TYRE MANAGEMENT SERVICES AND SCRAPPING SERVICES FOR TRANSNET PORT TERMINALS, FOR THE PORTS OF RICHARDS BAY, DURBAN, SALDANHA, NGQURA, PORT ELIZABETH, EAST LONDON AND CAPE TOWN ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF FIVE (5) YEARS			
ICLM HQ 685/TPT			
TYRE/RIM DESCRIPTION	ESTIMATED USAGE	PRICE IN ZAR Per unit (EXCL VAT)	PRICE IN ZAR per Estimate usage (EXCL VAT)
Port Elizabeth Container Terminal			
STRADDLE CARRIERS			
1600R25 CONTAINER HANDLER INDUSTRIAL New	1		
1600 25(Industrial new)	1		
HAULERS			
310/80R22.5 (Must be included for rear axle)	8		
12R22.5:16PLY HIGHWAY	4		
900x22.5 Rims	16		
BATH TUB TRAILERS			
310/80R22.5 (must include)	8		
10.00-20 solids (must include)	16		
12R22.5	8		
FORKLIFT			
300-15:14PLY INDUSTRIAL (SOLID)	1		
7.00-12:12PLY INDUSTRIAL (SOLID)	1		
8.25-15:14PLY INDUSTRIAL (SOLID)	1		
28X9-15:14PLY INDUSTRIAL (SOLID)	1		
6.00-9:14PLY INDUSTRIAL (SOLID)	1		
650x10 :14 Ply INDUSTRIAL (SOLID)	1		
OTHERS:			
6.00-13:6PLY LIGHT TRUCK(155-13)	1		
F6.50-10:6PLY LIGHT TRUCK	1		
185/65R14	1		
195/70 R15	1		
195/65R14	1		
185R13 (185/60-13)	1		
815x15	1		
165/80R13	1		
Port Elizabeth MPT			
Haulers			
310/80R22.5	20		
12R22.5	12		
1200x20	14		
1200x24	4		
TRAILERS			
310/80R22.5	14		
1100x20	2		
12R22.5	2		
1000x20	2		
825x16	2		
OTHER			
20.5x25	1		
11R22.5	1		
750X16	1		
10x16.5	1		
700X15	1		
10.5/80 R18	1		
205/65 R15	1		
16.9X28	1		
175/65 R14	1		
195/70 R15	1		
FORKLIFT			
700x12	1		
750x16	1		
1000x20	1		
1600x25	1		
1200x24	1		
NGQURA			
FORKLIFT			
900-20 (7.5 INCH)	1		
900-20	1		
700X12	1		
500X8	1		
FERRARI HAULERS			
310/80R22.5	32		
1100R20 X 16 PLY HIGHWAY - Steer Wheel	6		
1200R20 X 20 Ply - Drive Axel	4		
1100R20	2		
1200R20SRG	1		
1200X20 RV20	1		
12R22.5	1		
RTG-RUBBER TYRE GANTRY			
1800 X 25 INDUSTRIAL	1		
1800 X 25 E-4 40PLY INDUSTRIAL DEEP TREAD	1		
TRACTOR-DEZZI HAULER			
18,4/15-34:10PLY HAULAGE - Drive Axle	1		
10.50-16 - Steer Axle	1		
TRAILER BATHTUB			
310/80R22.5 Must include!!	16		

385/65R22.5 X 18 Ply	12		
REACH STACKERS			
1800 X 33 DEEP TREAD INDUSTRIAL	1		
KALMAR LIFT TRUCKS			
1400R24 X 28 PLY INDUSTRIAL	1		
1400x24	1		
1800x25	1		
EAST LONDON			
FORKLIFT			
700X12X12 PLY	1		
1200-24	1		
8.25 X 15 X 14 PLY	1		
900 X 20 (10 TON)	1		
1600 X 25 (30 TON)	1		
1800 X 25	1		
STRADDLE CARRIERS			
1400R24 CONTAINER HANDLER INDUSTRIAL VCHD	4		

EAST REGION (PORT ELIZABETH,NGQURA & EAST LONDON)	
PROVISION OF TYRE MANAGEMENT SERVICES, TYRE MAINTENANCE SERVICES, SUPPLY OF NEW INDUSTRIAL TYRES AND RE-TREADING OF INDUSTRIAL TYRES FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORTS OF RICHARDS BAY, DURBAN, EAST LONDON, NGQURA, PORT ELIZABETH, CAPE TOWN AND SALDANHA TERMINALS ON AN "AS-AND-WHEN-REQUIRED" BASIS FOR A PERIOD OF FIVE (5) YEARS.	
ICLM HQ 685/TPT - TPT/2022/11/0032/16987/RFP	
TYRE MANAGEMENT INCLUDING WHEEL ALIGNMENT FEE PER TERMINAL	RATE PER MONTH (R) YEAR 1
PORT ELIZABETH MPT	
Port Elizabeth Container Terminal	
NGQURA	
EAST LONDON	

NB- Please refer to ANNEXURE A (scope of work) for more information

The labour rates for this agreement shall be firm for 12 months, from the commencement date

EAST REGION (PORT ELIZABETH,NGQURA & EAST LONDON)	
PROVISION OF TYRE MANAGEMENT SERVICES, TYRE MAINTENANCE SERVICES, SUPPLY OF NEW INDUSTRIAL TYRES AND RE-TREADING OF INDUSTRIAL TYRES FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORTS OF RICHARDS BAY, DURBAN, EAST LONDON, NGQURA, PORT ELIZABETH, CAPE TOWN AND SALDANHA TERMINALS ON AN "AS-AND-WHEN-REQUIRED" BASIS FOR A PERIOD OF FIVE (5) YEARS.	
ICLM HQ 685/TPT - TPT/2022/11/0032/16987/RFP	
TYRE FITMENT AND MAINTENANCE	RATE PER MONTH (R) YEAR 1
PORT ELIZABETH MPT	
Port Elizabeth Container Terminal	
NGQURA	
EAST LONDO	

NB- Please refer to ANNEXURE A (scope of work) for more information

Maintenance fee to be fixed for 12 months.

ANNEXURE C – PRICING SCHEDULE
KWAZULU NATAL REGION

KZN REGION (DURBAN AND RICHARDS BAY) NEW TYRES						
PROVISION OF TYRE MANAGEMENT SERVICES, TYRE MAINTENANCE SERVICES, SUPPLY OF NEW INDUSTRIAL TYRES AND RE-TREADING OF INDUSTRIAL TYRES FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORTS OF RICHARDS BAY, DURBAN, EAST LONDON, NGQURA, PORT ELIZABETH, CAPE TOWN AND SALDANHA TERMINALS ON AN "AS-AND-WHEN-REQUIRED" BASIS FOR A PERIOD OF FIVE (5) YEARS.						
ICLM HQ 685/TPT - TPT/2022/11/0032/16987/RFP						
TYRE SIZES USED	Current Fleet	Estimated usage	PATTERN	MINIMUM PLY / STAR RATING	Minimum TYRE LOAD LIMIT AT MAXIMUM SPEED (kg)	Net Price per consumption
DCT Pier 2						
STRADDLE CARRIERS	112					
480/95R25 (Twin lift machines)		320	Xstraddle2 or EV4C or EV4R or VCHD or similar	2* or 3*	15070	
450/95R25 (Single Lift Machines)		300	Xstraddle2 or EV4C or EV4R or VCHD or similar	2* or 3*	15070	
HAULERS	138					
310/80R22.5		370	XTERMINAL or similar	18	7100	
12R22.5:T/LESS 16PLY HIGHWAY		22	HS26 or similar	16	3275	
12.00-20		18	RT20 / RV20 or similar	20	6500	
EMPTY CONTAINER HANDLER	6					
1400X24 INDUSTRIAL		100	CONTAINER MASTER or similar	28	12400	
REACH STACKER	6					
1800R33 DEEP TREAD		2	CONTAINER MASTER or similar	40	22940	
1800 X 25 40PLY E-3 INDUSTRIAL		2	CONTAINER MASTER or similar	40	22940	
FORKLIFT	6					
7.00-12		4	LUG or similar	20	5150	
1400-20		2	CONTAINER MASTER or similar	28	12400	
1200X20, 20 PLY		6	RT20 / RV20 or similar	20	6500	
TRAILERS	138					
10.00-20 solid		100	ECLAT / EMILE PREFERABLY or similar	solid	7500	
12.00-20 solid		40	ECLAT / EMILE PREFERABLY or similar	solid	7500	
310/80R22.5			XTERMINAL or similar	18	7100	
12R22.5			HS26 or similar	16	3275	
385/65R22.5		110	HS38 or HS30 or similar	18	3500	
MANLIFTS	4					
355-55 solids		4	Solid / Tweel (Test)	Solid/Tweel	6000	
SWEEPERS	2					
400-8		4	LUG or similar	10	2340	
16x6-8		8	LUG or similar	10	2340	
SKID STEER LOADERS	4					
31.00 X 10 - 20 SOLID		2	LUG or similar	10	2340	
7.50 X 15 SOLID		2	LUG or similar	10	2340	
DCT Pier 1						
STRADDLE CARRIERS	2					
16.00 R 25 CONTAINER HANDLER INDUSTRIAL VCHD		24	Xstraddle2 or EV4C or EV4R or VCHD or similar	2* or 3*	15070	
18.00 R 25 CONTAINER HANDLER INDUSTRIAL VCHD		22	Xstraddle2 or EV4C or EV4R or VCHD or similar	2* or 3*	15070	
HAULERS	6					
12.00-20 pneumatic		50	RT20 / RV20 or similar	20	6500	
310/80R22.5		250	XTERMINAL or similar	18	7100	
12R22.5:T/LESS 16PLY HIGHWAY		130	HS26 or similar	16	3275	
RUBBER TYRE GANTRY'S	8					
1800 X 25 INDUSTRIAL E3		50	CONTAINER MASTER or similar	40	22940	
1800 X 25 E-4 40PLY INDUSTRIAL DEEP TREAD		50	CONTAINER MASTER or similar	40	22940	
EMPTY CONTAINER HANDLER	6					
1200X20 INDUSTRIAL		50	RT20 / RV20 or similar	20	6500	
1400X24 INDUSTRIAL		50	CONTAINER MASTER or similar	28	12400	
REACH STACKER	6					
1800R33 DEEP TREAD		2	CONTAINER MASTER or similar	40	22940	

	1800-33 INUDUSTRIAL IDU		2	CONTAINER MASTER or similar	40	22940	
	1800 X 25 40PLY E-3 INDUSTRIAL		40	CONTAINER MASTER or similar	40	22940	
FORKLIFT		6					
	3.00-15		2	LUG or similar	20	5150	
	8/25/15						
	7.00-12		2	LUG or similar	20	5150	
	1400-20		2	CONTAINER MASTER or similar	28	12400	
	1200X20, 20 PLY		2	RT20 / RV20 or similar	20	6500	
TRAILERS		8					
	10.00-20 solids		20	ECLAT / EMILE PREFERABLY or similar	solid	7500	
	12.00-20 solids		106	ECLAT / EMILE PREFERABLY or similar	solid	7500	
	310/80R22.5		250	XTERMINAL or similar	18	7100	
COMPRESSOR TYRE SIZE							
	195R 14C	1	2				
MANLIFT TYRE SIZE							
	15/625	1	4				
MPT DURBAN ("RORO - Point") (1200)							
HAULERS (25 Normal Haulers (6 tyres each)); 8 farm tractors "powerstar" (4)		37					
	300 /80R22.5 TUBELESS (Normal hauler front/rear)		100	XTERMINAL or similar	18	7100	
	315 / 80 R22.5 TUBELESS (Normal hauler front/rear)		36	XTERMINAL or similar	18	7100	
	310/80R22.5		30	XTERMINAL or similar	18	7100	
FORKLIFT 5TON		2					
	3.00-15		8	LUG or similar	20	5150	
	7.00-12		8	LUG or similar	20	5150	
REACH STACKERS		15					
	1800 X 25 40PLY 40PR (78 MM TREAD DEPTH)		120	CONTAINER MASTER or similar	40	22940	
TRAILERS (3 different types: Rossi 6m low bed, MAFI 12m low bed and 12m Bathtub)		42					
	10.00-20:SOLID tyre!! (Tandem dual)		32	ECLAT / EMILE PREFERABLY or similar	Solid	7500	
	22 X 16 X 16 SOLID Tyre		32	Smooth	Solid	7500	
	1200x20 SOLID		24	ECLAT / EMILE PREFERABLY or similar	Solid	7500	
MOBILE CRANE		4					
	285/70 R19.5 TUBELESS		70				
MPT MAYDON WHARF "RORO Maydon Wharf"							
HAULERS		6					
	10.50X16 PNEUMETIC (Used on front of farm tractor "powerstar machine")		50	D405 or similar	14	3500	
	12R22.5 (Normal hauler front/rear)		2	HS26 or similar	16	3275	
	18.00-25 TUBELESS (Used on rear of farm tractor "powerstar machine")		35	CONTAINER MASTER or similar	40	22940	
	300 X 80R22.5 TUBELESS (Normal hauler front/rear)		5	Terminal Tractor or similar	18	7100	
FORKLIFT		6					
	7.00 X 12: IMPORT SOLID / 12PLY		15	LUG or similar	solid	5150	
	300-15 18 PLY /SOLID		15	N/A	solid	5150	
TRAILERS		12					
	12.00-20 SOLID		80	ECLAT / EMILE PREFERABLY or similar	solid	7500	
REACH STACKERS		6					
	18.00x25:40 PLY INDUSTRIAL:42t		2	CONTAINER MASTER or similar	40	22940	
RICHARDS BAY MPT							
HAULERS		74					
	310/80R25		960	XTERMINAL or similar	18	7100	
FORKLIFT (4 types - see below)							
	Type 1: 42ton; 18.00x25	4	30	CONTAINER MASTER or similar	40	22940	
	Type 2: 32ton; 16.00x25	8	30	Xstraddle2 or EV4C or EV4R or VCHD or similar	2* or 3*	15070	
	Type 3: 18ton;12.00-20	12	350	RT20 / RV20 or similar	20	6500	
	Type 4: 8ton; 900x20	11	170	N/A	16	5500	
REACH STACKERS							
2 types:		4					
	Type 1: Kalmar; 18.00X25X40 PLY INDUSTRIAL		12	Xstraddle2 or EV4C or EV4R or VCHD or similar	2* or 3*	15070	
	Type 2: Sany; 18.00X25X40 PLY INDUSTRIAL		12	Xstraddle2 or EV4C or EV4R or VCHD or similar	2* or 3*	15070	

TRAILERS 5 types:						
Type 1: 40 TON TRAILER, 10.00X20 X14 PLY	12	136	ECLAT / EMILE PREFERABLY or similar	solid	7500	
Type 2: 60 "TAP" Trailer, '310/80R25	2	22	ECLAT / EMILE PREFERABLY or similar	solid	7500	
Type 3: 75 TON trailer, 385/65R22.5	4	60	HS38 or HS30 or similar	18	3500	
Type 4: 90 ton trailer (2 skips), 12.00-20solid & 12.00-20 pr	6	120	ECLAT / EMILE PREFERABLY or similar	solid	7500	
Type 5: 90 "TAP" trailer (3 skips), 310/80R22.5	50	600	XTERMINAL or similar	18	7100	
MOBILE HARBOUR CRANES 1 type:	3					
Type 1: Lieber, 285/70R19.5	1	60	RHT 2 or similar	16	3000	
TRACTORS "Bell Shunting"	7					
18.4 X 34 X 10 PLY (Rear axle) and 18.4-34	2	12	SureGrip or similar	10	3000	
1000 X 16 X 6 PLY (Front axle)	2	12	D405 or similar	14	4500	
BOB CAT	6					
31.00x10-20	8	2	N/A	16	4500	

RICHARDS BAY PORT						
PROVISION AND SUPPLY OF NEW INDUSTRIAL TYRES, RIMS AND TUBES, RETREADING OF INDUSTRIAL TYRES, MAINTENANCE SERVICES, TYRE MANAGEMENT SERVICES AND SCRAPPING SERVICES FOR TRANSNET PORT TERMINALS, FOR THE PORTS OF RICHARDS BAY, DURBAN, SALDANHA, NGQURA, PORT ELIZABETH, EAST LONDON AND CAPE TOWN ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF FIVE (5) YEARS						
ICLM HQ 685/TPT						
TYRE SIZES USED	Estimated Usage	Vulcanize Hot Repair per Tyre	Vulcanise on Site Repair per Tyre	Sectional Repair per Tyre		
				Sidewall	Shoulder	Crown
RICHARDS BAY MPT						
HAULERS						
310/80R25	140					
FORKLIFT (5 types - see below)						
Type 1: 42ton; 18.00x25	60					
Type 2: 32ton; 16.00x25	60					
Type 3: 18ton;12.00-20	80					
Type 4: 8ton; 900x20	60					
REACH STACKERS						
2 types:						
Type 1: Kalmar; 16.00x25	35					
TRAILERS						
8 types:						
Type 4: 75 TON trailer, 385/65R22.5	80					
Type 5: 90 ton trailer (2 skips), 12.00-20solid & 12.00-20 pneumatic	95					
Type 6: 90 "TAP" trailer (3 skips), 310/80R22.5	140					
FRONT END LOADERS						
MOBILE HARBOUR CRANES						
3 types						
Type 1: Lieber, 285/70R19.5	60					
TRACTORS "Bell Shunting"						
18.4 X 30 X 10 PLY (Rear axle) and 18.4-34	9					
1000 X 16 X 6 PLY (Front axle)	15					

KZN REGION (DURBAN AND RICHARDS BAY) MISCELLANEOUS

PROVISION OF TYRE MANAGEMENT SERVICES, TYRE MAINTENANCE SERVICES, SUPPLY OF NEW INDUSTRIAL TYRES AND RE-TREADING OF INDUSTRIAL TYRES FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORTS OF RICHARDS BAY, DURBAN, EAST LONDON, NGQURA, PORT ELIZABETH, CAPE TOWN AND SALDANHA TERMINALS ON AN "AS-AND-WHEN-REQUIRED" BASIS FOR A PERIOD OF FIVE (5) YEARS.

ICLM HQ 685/TPT - TPT/2022/11/0032/16987/RFP

PRICING SCHEDULE - MISCELLANEOUS

	<i>Estimated Usage</i>	<i>Rate per hour</i>
<u>Personnel Costing :</u>		
Truck Fitters		
Material for Repair		
OTR Fitters		
<u>24 Hour Breakdown Service</u>		
Office Working Hours - 6:00 am - 14:00 pm		
After Hours - 14:00 pm - 06:00 am		
<i>OTR Emergency Call Out Response time 2 hours 24/7 365 days per year</i>		
From tyre size 1200-20 industrial to 1800-33 industrial & larger		
Call out charge		
Labour per person per hour		
<i>Truck Emergency call out response time 3 hours (from notification to completion of break down) 24/7 365 days per year</i>		
From smallest tyre size to 12.00-20 pneumatic & solid		
Call out charge		
Labour per person per hour		
<u>Normal Working Hours breakdown service</u>		
<i>OTR</i>		
From tyre size 1200-20 industrial to 1800-33 industrial and larger		

Call out charge		
Labour per person per hour		
<i>Truck</i>		
From smallest tyre size to 12.00-20 pneumatic & solid		
Call out charge		
Labour per person per hour		

KZN REGION (DURBAN AND RICHARDS BAY)

PROVISION OF TYRE MANAGEMENT SERVICES, TYRE MAINTENANCE SERVICES, SUPPLY OF NEW INDUSTRIAL TYRES AND RE-TREADING OF INDUSTRIAL TYRES FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORTS OF RICHARDS BAY, DURBAN, EAST LONDON, NGQURA, PORT ELIZABETH, CAPE TOWN AND SALDANHA TERMINALS ON AN "AS-AND-WHEN-REQUIRED" BASIS FOR A PERIOD OF FIVE (5) YEARS.

ICLM HQ 685/TPT - TPT/2022/11/0032/16987/RFP

TYRE SIZES USED	Estimated usage	New Tubes Net Price	New Flaps Net Price
DCT Pier 2			
FLAP INNER TUBE;H/DUTY,1400X24 IN,RUBBER	100		
FLAP INNER TUBE;RIM,20 IN	100		
INNER TUBE PNEU TIRE;STD,12-20,TR77	18		
INNER TUBE PNEU TIRE;STD,14.00-24,TR179A	120		
O RING;ID 920 MM,WD 9.6 MM,NITRILE	38		
FLAP INNER TUBE;RIM,8 IN	50		
DCT Pier 1			
FLAP INNER TUBE;RIM,20 IN	30		
INNER TUBE PNEU TIRE;STD,12-20,TR77	20		
MPT MAYDON WHARF "RORO Maydon Wharf"			
INNER TUBE PNEU TIRE;RUBBER,3.00-15	10		
INNER TUBE PNEU TIRE;RUBBER,7.00-12	10		
325 O RING 110MM	120		
RICHARDS BAY MPT			
FLAP INNER TUBE;H/DUTY,1400X24 IN,RUBBER	14		
INNER TUBE PNEU TIRE;RUBBER,7.00-12	10		
INNER TUBE PNEU TIRE;STD,10.50-16,TR177A	6		
INNER TUBE PNEU TIRE;STD,14.00-24,TR179A	10		

KZN REGION (DURBAN AND RICHARDS BAY) VALVES			
PROVISION OF TYRE MANAGEMENT SERVICES, TYRE MAINTENANCE SERVICES, SUPPLY OF NEW INDUSTRIAL TYRES AND RE-TREADING OF INDUSTRIAL TYRES FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORTS OF RICHARDS BAY, DURBAN, EAST LONDON, NGQURA, PORT ELIZABETH, CAPE TOWN AND SALDANHA TERMINALS ON AN "AS-AND-WHEN-REQUIRED" BASIS FOR A PERIOD OF FIVE (5) YEARS.			
ICLM HQ 685/TPT - TPT/2022/11/0032/16987/RFP			
TYRE SIZES USED	Number of wheels per machine	Estimated usage	Net Price
DCT Pier 2			
STRADDLE			
VALVE;SPUD,PNEUM TIRE,M20,CLAMP IN,BRS	8	100	
VALVE TRJ 653	8	100	
HAULERS	6		
Valve Extensions		400	
EMPTY CONTAINER HANDLER	6		
Valve Extensions		60	
REACH STACKER	6		
Valve Extensions		36	
DCT Pier 1			
HAULERS	6		
Valve Extensions		360	
EMPTY CONTAINER HANDLER	6		
Valve Extensions		60	
REACH STACKER	6		
Valve Extensions		36	
MPT DURBAN ("RORO - Point")			
HAULERS (25 Normal Haulers (6 tyres each)); 8 farm tractors "powerstar" (4)	6		
Valve Extensions		240	
FORKLIFT (6 of 4x2type (Use 14.00-24 tyres and 16.00R25 tyres, 6tyres each) and 10 of 2x2type (300-15 front; 700-12 rear, 8-25x15 front), 4 tyres each)	6		
Valve Extensions		24	
REACH STACKERS	6		
Valve Extensions		12	

TRAILERS (3 different types: 8 Single axle dual (4 tyres each); 23 Tandem Dual (8 tyres each); 8 Tri-axle (12 tyres each)	12		
Valve Extensions		30	
MPT MAYDON WHARF "RORO Maydon Wharf"			
HAULERS (Normal Haulers (6 tyres each) + Farm Tractors (4 tyres each))	6		
Valve Extensions		14	
FORKLIFT (4x2 (16.00R25) and 2x2 (300-15 front; 700-12 rear))	6		
Valve Extensions		14	
TRAILERS (8 Tandem Dual (8 tyres each); 8 Triaxle Dual (12 tyres each))	12		
Valve Extensions		30	
REACH STACKERS	6		
Valve Extensions		14	
BOBCAT (GEHL SKID LOADER	4		

KZN REGION (DURBAN AND RICHARDS BAY) PUNCTURES				
PROVISION OF TYRE MANAGEMENT SERVICES, TYRE MAINTENANCE SERVICES, SUPPLY OF NEW INDUSTRIAL TYRES AND RE-TREADING OF INDUSTRIAL TYRES FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORTS OF RICHARDS BAY, DURBAN, EAST LONDON, NGQURA, PORT ELIZABETH, CAPE TOWN AND SALDANHA TERMINALS ON AN "AS-AND-WHEN-REQUIRED" BASIS FOR A PERIOD OF FIVE (5) YEARS.				
ICLM HQ 685/TPT - TPT/2022/11/0032/16987/RFP				
TYRE DESCRIPTION	Estimated Usage	Puncture repair to tyre on breakdown	Reinforced Repair	Accessories
DCT				
STRADDLE CARRIERS	280			
480/95R25 (Twin lift machines)				
450/95R25 (Single Lift Machines)	215			
HAULERS	150			
310/80R22.5				
12R22.5:T/LESS 16PLY HIGHWAY				
300/80R22.5				
12.00-20				
EMPTY CONTAINER HANDLER	60			
1400X24 INDUSTRIAL				
REACH STACKER	6			
1800R33 DEEP TREAD				
1800 X 25 40PLY E-3 INDUSTRIAL				
FORKLIFT	8			
3.00-15				
7.00-12				
1400-20				
1200X20, 20 PLY				
TRAILERS	200			
10.00-20 solid				
12.00-20 solid				
310/80R22.5				
12R22.5				
385/65R22.5				
MANLIFTS	0			
355-55 solids				
SWEEPERS	4			
400-8				
16x6-8				
SKID STEER LOADERS	4			
31,00 X 10 - 20 SOLID				
7,50 X 15 SOLID				
DCT Pier 1				
STRADDLE CARRIERS	40			
16.00 R 25 CONTAINER HANDLER INDUSTRIAL VCHD				
18.00 R 25 CONTAINER HANDLER INDUSTRIAL VCHD				
HAULERS	90			
12.00-20 pneumatic				
310/80R22.5				
12R22.5:T/LESS 16PLY HIGHWAY				
RUBBER TYRE GANTRY'S	15			
1800 X 25 INDUSTRIAL E3				
1800 X 25 E-4 40PLY INDUSTRIAL DEEP TREAD				
EMPTY CONTAINER HANDLER	24			
1200X20 INDUSTRIAL				
1400X24 INDUSTRIAL				
REACH STACKER	8			
1800R33 DEEP TREAD				
1800-33 INUDUSTRIAL IDU				
1800 X 25 40PLY E-3 INDUSTRIAL				
FORKLIFT	6			
3.00-15				
7.00-12				
1400-20				
1200X20, 20 PLY				
TRAILERS	180			
10.00-20 solids				
12.00-20 solids				
310/80R22.5				
MPT DURBAN ("RORO - Point")				
HAULERS (25 Normal Haulers (6 tyres each)); 8 farm tractors "powerstar" (4)	80			
300 X 80R22.5 TUBELESS (Normal hauler front/rear)				
12R22.5 (Normal hauler front/rear)				
310/80 R22.5 - This is the preferable size to be used on Rear axle!! (Normal Haulers)				
10.00x16:D/RIB: 8PLY				
9.00x16:D/RIB: 6PLY				
18.4/15x34:10 PLY HAULAGE INDUSTRIAL				
10.5/80-18:10 PLY HAULAGE INDUSTRIAL				
16.9/14-28:10 PLY HAULAGE INDUSTRIAL				
9.00x16:F/BASE:12 PLY HIGHWAY				

18.4/15x30:10 PLY HAULAGE INDUSTRIAL				
12R22.5:T/LESS 16PLY HIGHWAY - ERF				
10.50-16:14PLY:F/B HIGHWAY (front axle of farm tractor)				
18.00 x 25 Haulage 12 Ply tubeless!! (Rear Axle of farm tractors)				
FORKLIFT (6 of 4x2type (Use 14.00-24 tyres and 16.00R25 tyres, 6tyres each) and 10 of 2x2type (300-15 front; 700-12 rear, 8-25x15 front), 4 tyres each)	22			
650x10:10 PLY:REAR:INDUSTRIAL:3t MITS				
700x12:12 PLY:REAR:4,5t MITS				
815x15:MITS-3t:FRONT				
8.25x15:(F):12PLY:MIN/IND --- should be (8-25x15 solid!!)				
300x15:FRONT:18 PLY:IND:4,5t MITS				
1200x24:18PLY:MIN/ND:13/18t				
1200R24 DEEP TREAD INDUSTRIAL				
1200x20:20PLY:INDUSTRIAL: 18t				
1200x20:8.5 INCH DUAL FITMENT SOLID (BATH TUB TRAILERS)				
1200x20:10 INCH SINGLE FITMENT SOLID (BATH TUB TRAILERS)				
700x15: 12PLY INDUSTRIAL P/CLAMP				
1600-25 IDU DEEP TREAD INDUSTRIAL				
1600X25:28 PLY:E-3 INDUSTRIAL				
1400X24:28 PLY E-3 INDUSTRIAL				
1800 x 33 45 TON				
REACH STACKERS	6			
18.00x25:40 PLY INDUSTRIAL:42t				
18.00x25:40 PLY INDUSTRIAL:L4 SLICK				
18.00x33 36 ply eLUG				
18.00x33 36 ply Deep Thread - Ferrari				
14.00x24 Fantuzzi 100ton - Mobile				
TRAILERS (3 different types: 8 Single axle dual (4 tyres each); 23 Tandem Dual (8 tyres each); 8 Tri-axle (12 tyres each)	115			
10.00-20:SOLID tyre!! (Tandem dual)				
310/80R22.5				
12R22.5				
385/65R22.5				
1200x20 SOLID - Elma				
MPT MAYDON WHARF "RORO Maydon Wharf"				
HAULERS (Normal Haulers (6 tyres each) + Farm Tractors (4 tyres each))	80			
10.50X16 PNEUMETIC (Used on front of farm tractor "powerstar machine")				
12R22.5 (Normal hauler front/rear)				
18.00-25 TUBELESS (Used on rear of farm tractor "powerstar machine")				
300 X 80R22.5 TUBELESS (Normal hauler front/rear)				
FORKLIFT (4x2 (16.00R25) and 2x2 (300-15 front; 700-12 rear))	15			
18.00 X 25 E-3 40PLY INDUSTRIAL				
18.00 X 25 E-4 40PLY INDUSTRIAL DEEP TREAD				
16.00 X 25:28PLY E-3 INDUSTRIAL (Big Forklift "4x2" front and back)				
14.00 X 24:28PLY E-3 INDUSTRIAL				
700 X 12: IMPORT SOLID / 12PLY				
300-15 18 PLY /SOLID				
8.25X15 SOLID				
TRAILERS (8 Tandem Dual (8 tyres each); 8 Triaxle Dual (12 tyres each))	0			
10.00-20 SOLID				
12.00x20 SOLID Tyre				
12.00-20 WIDTH RIM -80 SOLID (rim for solid tyre)				
REACH STACKERS	16			
18.00x25:40 PLY INDUSTRIAL:42t				
18.00x25:40 PLY INDUSTRIAL: L4 SLICK TUBELESS				
SWEEPERS	5			
7.00-12 16PLY PNEUMETIC - rather go solid!				
MOBILE CRANE	28			
285/70 R19.5 TUBELESS				
PAYLOADERS	36			
23.5-25 E-3/L-3 TRIANGLE TUBELESS - unsure whether this is still used				
20.5-25L-5 TUBELESS				
BOBCAT (GEHL SKID LOADER	0			
300X15 SOLID				

KZN REGION (DURBAN AND RICHARDS BAY)						
PROVISION OF TYRE MANAGEMENT SERVICES, TYRE MAINTENANCE SERVICES, SUPPLY OF NEW INDUSTRIAL TYRES AND RE-TREADING OF INDUSTRIAL TYRES FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORTS OF RICHARDS BAY, DURBAN, EAST LONDON, NGQURA, PORT ELIZABETH, CAPE TOWN AND SALDANHA TERMINALS ON AN "AS-AND-WHEN-REQUIRED" BASIS FOR A PERIOD OF FIVE (5) YEARS.						
ICLM HQ 685/TPT - TPT/2022/11/0032/16987/RFP						
TYRE DESCRIPTION	ESTIMATED USAGE	PATTERN	PLY/STAR RATING	TYRE LOAD LIMIT AT MAXIMUM SPEED	PRICE IN ZAR PER UNIT EXCL VAT	PRICE IN ZAR PER ESTIMATE EXCL VAT
RICHARDS BAY MPT						
HAULERS						
310/80R25	270					
FORKLIFT (5 types - see below)						
Type 2: 32ton; 16.00x25	90					
Type 4: 8ton; 900x20	70					
REACH STACKERS 2 types:						
Type 1: Kalmar; 16.00x25	45					
TRAILERS 8 types:						
75 TON trailer, 385/65R22.5	110					
310/80R22.5	290					
TRACTORS "Bell Shunting"						
1000 X 16 X 6 PLY (Front axle)	60					

KZN REGION (DURBAN AND RICHARDS BAY) RIMS			
PROVISION OF TYRE MANAGEMENT SERVICES, TYRE MAINTENANCE SERVICES, SUPPLY OF NEW INDUSTRIAL TYRES AND RE-TREADING OF INDUSTRIAL TYRES FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORTS OF RICHARDS BAY, DURBAN, EAST LONDON, NGQURA, PORT ELIZABETH, CAPE TOWN AND SALDANHA TERMINALS ON AN "AS-AND-WHEN-REQUIRED" BASIS FOR A PERIOD OF FIVE (5) YEARS.			
ICLM HQ 685/TPT - TPT/2022/11/0032/16987/RFP			
TYRE/RIM DESCRIPTION	ESTIMATED USAGE	PRICE IN ZAR PER ITEM (EXCL VAT)	PRICE IN ZAR ESTIMATE (EXCL VAT)
DCT Pier 2			
STRADDLE CARRIERS			
480/95R25 (Twin lift machines)	250		
PNEUM TIRE;ON-T2NAKON2 single lift 15.00	200		
16.00-25 E4 Container master	250		
13.00-25/2,5 ET40	210		
HAULERS			
RIM WHEEL PNEU TIRE;H/DUTY,9 IN,STL	58		
RIM;DUAL FITMENT,DIA 22.5 X WD 8.25 IN	20		
RIM;CENTRE DISH ,DIA 22.5 X WD 9 IN STL	20		
RIM WHEEL PNEU TIRE;H/DUTY310/80R22.5&,9 IN,STL (10 hole Flate Face)	370		
RIM WHEEL	50		
RIM;IND,WD 20 X HT 800	100		
EMPTY CONTAINER HANDLER			
1400X24 INDUSTRIAL	2		
REACH STACKER			
1800R33 DEEP TREAD	1		
FORKLIFT			
3.00-15	1		
7.00-12	1		
1400-20	1		
TRAILERS			
SWEEPERS			
400-8	1		
16x6-8	1		
DCT Pier 1			
HAULERS			
RIM;DUAL FITMENT,DIA 22.5 X WD 8.25 IN	10		
RIM;IND,WD 20 X HT 800	34		
RUBBER TYRE GANTRY'S			
1800 X 25 E-4 40PLY INDUSTRIAL DEEP TREAD	4		
MPT DURBAN ("RORO - Point")			
HAULERS			
300 X 80R22.5 TUBELESS (Normal hauler front/rear)	20		
310/80 R22.5 - This is the preferable size to be used on Rear axle!! (Normal Haulers)	20		
REACH STACKERS			
18.00x25:40 PLY INDUSTRIAL:42t	4		
MOBILE CRANE			

285/70 R19.5 TUBELESS	20		
TRAILERS (3 different types: 8 Single axle dual (4 tyres each); 23 Tandem Dual (8 tyres each); 8 Tri-axle (12 tyres each))			
10.00-20:SOLID tyre!! (Tandem dual)	20		
22 X 16 X 16 SOLID Tyre	20		
1200x20 SOLID	20		
MPT MAYDON WHARF "RORO Maydon Wharf"			
HAULERS			
300 X 80R22.5 TUBELESS (Normal hauler front/rear)	20		
310/80 R22.5 - This is the preferable size to be used on Rear axle!! (Normal Haulers)	20		
REACH STACKERS			
18.00x25:40 PLY INDUSTRIAL:42t	4		
MOBILE CRANE			
285/70 R19.5 TUBELESS	20		
TRAILERS (3 different types: 8 Single axle dual (4 tyres each); 23 Tandem Dual (8 tyres each); 8 Tri-axle (12 tyres each))			
10.00-20:SOLID tyre!! (Tandem dual)	20		
22 X 16 X 16 SOLID Tyre	20		
1200x20 SOLID	20		
RICHARDS BAY MPT			
HAULERS			
310/80R25	70		
FORKLIFT (5 types - see below)			
Type 1: 42ton; 18.00x25	20		
Type 2: 32ton; 16.00x25	35		
Type 3: 18ton;12.00-20	40		
Type 4: 8ton; 900x20	55		
REACH STACKERS			
2 types:			
Type 1: Kalmar; 16.00x25	9		
Type 2: Sany	6		
TRAILERS: 8 types:			
Type 4: 75 TON trailer, 385/65R22.5	6		
Type 5: 90 ton trailer (2 skips), 12.00-20solid & 12.00-20 pneumatic	6		
Type 6: 90 "TAP" trailer (3 skips), 310/80R22.5	90		
TRACTORS "Bell Shunting"			
18.4 X 30 X 10 PLY (Rear axle) and 18.4-34	5		

KZN REGION (DURBAN AND RICHARDS BAY) TYRE MAINTENANCE	
PROVISION OF TYRE MANAGEMENT SERVICES, TYRE MAINTENANCE SERVICES, SUPPLY OF NEW INDUSTRIAL TYRES AND RE-TREADING OF INDUSTRIAL TYRES FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORTS OF RICHARDS BAY, DURBAN, EAST LONDON, NGQURA, PORT ELIZABETH, CAPE TOWN AND SALDANHA TERMINALS ON AN "AS-AND-WHEN-REQUIRED" BASIS FOR A PERIOD OF FIVE (5) YEARS.	
ICLM HQ 685/TPT - TPT/2022/11/0032/16987/RFP	
TYRE MANAGEMENT INCLUDING WHEEL ALIGNMENT FEE PER TERMINAL	RATE PER MONTH (R) YEAR 1
DURBAN MPT ("RORO - POINT")	
DURBAN CONTAINER TERMINALS PIER 1	
DURBAN CONTAINER TERMINALS PIER 2	
MPT MAYDON WHARF ("RORO MAYDON WHARF")	
RICHARDS BAYS MPT	

NB- Please refer to ANNEXURE A (scope of work) for more information

The labour rates for this agreement shall be firm for 12 months, from the commencement date

KZN REGION (DURBAN AND RICHARDS BAY) TYRE MAINTENANCE	
PROVISION OF TYRE MANAGEMENT SERVICES, TYRE MAINTENANCE SERVICES, SUPPLY OF NEW INDUSTRIAL TYRES AND RE-TREADING OF INDUSTRIAL TYRES FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORTS OF RICHARDS BAY, DURBAN, EAST LONDON, NGQURA, PORT ELIZABETH, CAPE TOWN AND SALDANHA TERMINALS ON AN "AS-AND-WHEN-REQUIRED" BASIS FOR A PERIOD OF FIVE (5) YEARS.	
ICLM HQ 685/TPT - TPT/2022/11/0032/16987/RFP	
TYRE FITMENT AND MAINTENANCE	RATE PER MONTH (R) YEAR 1
DURBAN MPT ("RORO - POINT")	
DURBAN CONTAINER TERMINALS PIER 1	
DURBAN CONTAINER TERMINALS PIER 2	
MPT MAYDON WHARF ("RORO MAYDON WHARF")	
RICHARDS BAYS MPT	

NB- Please refer to ANNEXURE A (scope of work) for more information

Maintenance fee to be fixed for 12 months.

MASTER AGREEMENT

entered into by and between

TRANSNET SOC LTD

and

.....

FOR THE PROVISION OF : TYRE MANAGEMENT SERVICES, TYRE MAINTENANCE SERVICES, SUPPLY OF NEW INDUSTRIAL TYRES AND RE-TREADING OF INDUSTRIAL TYRES FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORTS OF RICHARDS BAY, DURBAN, EAST LONDON, NGQURA, PORT ELIZABETH, CAPE TOWN AND SALDANHA TERMINALS ON AN "AS-AND-WHEN-REQUIRED" BASIS FOR A PERIOD OF FIVE (5) YEARS.

AGREEMENT NUMBER **ICLM HQ 685/TPT**

COMMENCEMENT DATE

EXPIRY DATE

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1 INTRODUCTION

This Agreement is entered into by and between:

Transnet SOC Ltd [Registration Number 1990/000900/30] whose registered address is **202 Anton Lembede Street, Durban, 4000**, Republic of South Africa [**Transnet**]

and

..... [Registration Number.....] whose registered address is
..... [**the Service Provider**].

NOW THEREFORE, IT IS AGREED:

- 1.1 Transnet Port Terminals (TPT) as a division of Transnet SOC requires Tyre Management Services, Tyre Maintenance services and the supply of new and re-treaded industrial tyres over the Contractual Term, and has made use of various Service providers for the provision of the Services at our various terminals in the four (4) regions of TPT namely, Richards Bay, Durban, Eastern Cape and Western Cape.
- 1.2 TPT hereby appoints the Service Provider to provide the Services as described in this Agreement in accordance with the Schedule of Requirements (Scope of Work) (Schedule 1) as well as the Service Level Agreement annexed to this Agreement as Schedule; and
- 1.3 the Service Provider by signing this Agreement agrees to provide the Services described herein, in accordance with Schedule 1 and 2 and any other Annexure hereto which forms part of this Agreement

2 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:

- 2.1 **AFSA** means the Arbitration Foundation of South Africa;
- 2.2 **Agreement** means this Agreement and its associated schedules and/or annexures and/or appendices, and/or schedules, including the Schedule of Requirements/Work Orders, the technical specifications for the Services and such special conditions as shall apply to this Agreement, together with the General Tender Conditions and any additional provisions in the associated bid documents tendered by the Service Provider [as agreed, in writing, between the Parties], which collectively and exclusively govern the provision of Services and provision of ancillary Services by the Service Provider to Transnet;
- 2.3 **Background Intellectual Property** means all Intellectual Property introduced and required by either Party to give effect to their obligations under this Agreement owned in whole or in part by or licensed to either Party or their affiliates prior to the Commencement Date or developed after the Commencement Date otherwise pursuant to this Agreement;
- 2.4 **Business Day(s)** means Mondays to Fridays between 07:30 and 16:00, excluding public holidays as proclaimed in South Africa;

- 2.5 **Commencement Date** means, notwithstanding the signature date of this Agreement;
- 2.6 **Confidential Information** means any information or other data, whether in written, oral, graphic or in any other form such as in documents, papers, memoranda, correspondence, notebooks, reports, drawings, diagrams, discs, articles, samples, test results, prototypes, designs, plans, formulae, patents, or inventor's certificates, which a Party discloses or provides to the other Party [intentionally or unintentionally, or as a result of one Party permitting the representative of the other Party to visit any of its premises], or which otherwise becomes known to a Party, and which is not in the public domain and includes, without limiting the generality of the term:
- a) information relating to methods of operation, data and plans of the disclosing Party;
 - b) the contents of this Agreement;
 - c) private and personal details of employees or clients of the disclosing Party or any other person where an onus rests on the disclosing Party to maintain the confidentiality of such information;
 - d) any information disclosed by either Party and which is clearly marked as being confidential or secret;
 - e) information relating to the strategic objectives and planning of the disclosing Party relating to its existing and planned future business activities;
 - f) information relating to the past, present and future research and development of the disclosing Party;
 - g) information relating to the business activities, business relationships, products, services, customers, clients and Subcontractors of the disclosing Party where an onus rests on the disclosing Party to maintain the confidentiality of such information;
 - h) information contained in the software and associated material and documentation belonging to the disclosing Party;
 - i) technical and scientific information, Know-How and trade secrets of a disclosing Party including inventions, applications and processes;
 - j) Copyright works;
 - k) commercial, financial and marketing information;
 - l) data concerning architecture, demonstrations, tools and techniques, processes, machinery and equipment of the disclosing Party;
 - m) plans, designs, concepts, drawings, functional and technical requirements and specifications of the disclosing Party;
 - n) information concerning faults or defects in Goods, equipment, hardware or software or the incidence of such faults or defects; and
 - o) information concerning the charges, fees and/or costs of the disclosing Party or its authorised Subcontractors, or their methods, practices or service performance levels actually achieved;
- 2.7 **Copyright** means the right in expressions, procedures, methods of operations or mathematical concepts, computer program codes, compilations of data or other material, literary works, musical works, artistic works, sound recordings, broadcasts, program carrying signals, published editions,

photographic works, or cinematographic works of the copyright owner to do or to authorise the doing of certain acts specified in respect of the different categories of works;

- 2.8 **Data** means all data, databases, documents, information, graphics, text or other material in an electronic or tangible medium which the Parties to this Agreement generate, collect, process, store or transmit in relation to their business;
- 2.9 **Designs** mean registered Designs and/or Design applications and will include the monopoly right granted for the protection of an independently created industrial design including designs dictated essentially by technical or functional considerations as well as topographies of integrated circuits and integrated circuits;
- 2.10 **Expiry Date** means ;
- 2.11 **Foreground Intellectual Property** means all Intellectual Property developed by either Party pursuant to this Agreement;
- 2.12 **Goods** means industrial tyres, the material / products specified in the Schedule of Requirements appended as Schedule 1 hereto;
- 2.13 **ICC Incoterms** means the the latest version of commercial trade terms as published by the International Chamber of Commerce, Paris [ICC], which are otherwise referred to as purchase terms and which define precisely the responsibilities, costs and risks of the buyer [**Transnet**] and the seller [**the Supplier**]. Incoterms are only applicable to contracts involving the import or export of Goods from one country to another and for the purpose of this Agreement, if applicable, shall mean the designated Incoterm as stipulated in Schedule 1 hereto. Further details of the Incoterm [purchase terms] for this Agreement, if applicable, can be viewed at the International Business Training website - <http://www.i-b-t.net/incoterms.html>;
- 2.14 **Intellectual Property** means Patents, Designs, Know-How, Copyright and Trade Marks and all rights having equivalent or similar effect which may exist anywhere in the world and includes all future additions and improvements to the Intellectual Property;
- 2.15 **Know-How** means all Confidential Information of whatever nature relating to the Intellectual Property and its exploitation as well as all other Confidential Information generally relating to Transnet's field of technology, including technical information, processing or manufacturing techniques, Designs, specifications, formulae, systems, processes, information concerning materials and marketing and business information in general;
- 2.16 **Parties** mean the Parties to this Agreement together with their subsidiaries, divisions, business units, successors-in-title and assigns;
- 2.17 **Party** means either one of these Parties;
- 2.18 **Patents** mean registered Patents and Patent applications, once the latter have proceeded to grant, and includes a right granted for any inventions, products or processes in all fields of technology;
- 2.19 **Permitted Purpose** means any activity or process to be undertaken or supervised by a Staff member of one Party during the term of this Agreement, for which purpose authorised disclosure of the other Party's Confidential Information or Intellectual Property is a prerequisite in order to enable such activity or process to be accomplished;
- 2.20 **Price(s)** means the agreed Price(s) for the Goods/Services to be purchased from the Service Provider by Transnet, as detailed in the Schedule of Requirements, issued in accordance with this

Agreement, as amended by mutual agreement between the Parties and in accordance with the terms and conditions in this Agreement from time to time;

- 2.21 **Purchase Order(s)** means official orders issued by an operating division of Transnet to the Service Provider for the supply of Goods or Services;
- 2.22 **Service(s)** means tyre management service, tyre maintenance, supply of new industrial tyres and re-treading on industrial tyres, to be provided to Transnet Port Terminals by the Service Provider, pursuant to the Work Order(s) and Scope of Work in accordance with the terms of this Agreement;
- 2.23 **Service Level Agreement** or **SLA** means the processes, deliverables, key performance indicators and performance standards relating to the Goods and Services to be provided by the Service Provider;
- 2.24 **Service Provider Materials** means all works of authorship, products and materials [including, but not limited to, data, diagrams, charts, reports, specifications, studies, inventions, software, software development tools, methodologies, ideas, methods, processes, concepts and techniques] owned by, or licensed to, the Service Provider prior to the Commencement Date or independently developed by the Service Provider outside the scope of this Agreement at no expense to Transnet, and used by the Service Provider in the performance of the Services;
- 2.25 **Staff** means any partner, employee, agent, consultant, independent associate or contractor, Subcontractor and the staff of such Subcontractor, or other authorised representative of either Party;
- 2.26 **Schedule of Requirements** means Schedule 1 hereto;
- 2.27 **Subcontract** means any contract or agreement or proposed contract or agreement between the Service Provider and any third party whereby that third party agrees to provide to the Supplier the Goods or related Services or any part thereof or material used in the manufacture of the Goods or any part thereof;
- 2.28 **Subcontractor** means the third party with whom the Service Provider enters into a Subcontract;
- 2.29 **Tax Invoice** means the document as required by Section 20 of the VAT Act, as may be amended from time to time;
- 2.30 **Trade Marks** mean registered Trade Marks and Trade Mark applications and include any sign or logo, or combination of signs and/or logos capable of distinguishing the goods or services of one undertaking from those of another undertaking;
- 2.31 **VAT** means Value-Added Tax chargeable in terms of the VAT Act, 89 of 1991, as may be amended from time to time; and
- 2.32 **VAT Act** means the Value Added Tax Act, No 89 of 1991, as may be amended from time to time.
- 2.33 **Work Order(s)** means a detailed scope of work for a Service required by Transnet, including **timeframes**, Deliverable, Fees and costs for the supply of the Service to Transnet, which may be appended to this Agreement from time to time.

3 INTERPRETATION

- 3.1 Clause headings in this Agreement are included for ease of reference only and do not form part of this Agreement for the purposes of interpretation or for any other purpose. No provision shall be construed against or interpreted to the disadvantage of either Party hereto by reason of such Party having or being deemed to have structured or drafted such provision.

- 3.2 Any term, word or phrase used in this Agreement, other than those defined under the clause heading "*Definitions*" shall be given its plain English meaning, and those terms, words, acronyms, and phrases used in this Agreement will be interpreted in accordance with the generally accepted meanings accorded thereto.
- 3.3 A reference to the singular incorporates a reference to the plural and *vice versa*.
- 3.4 A reference to natural persons incorporates a reference to legal persons and *vice versa*.
- 3.5 A reference to a particular gender incorporates a reference to the other gender.

4 NATURE AND SCOPE

- 4.1 This Agreement is an agreement under the terms and conditions of which the Service Provider will provide to Transnet the Goods and Services which meet the requirements and specifications of Transne as per the Scope of Work. The delivery of the Services will be controlled by means of Purchase Orders to be issued by Transnet and executed by the Service Provider in accordance with this Agreement.
- 4.2 Such Purchase Orders and deliveries to Transnet shall be agreed between the Parties from time to time, subject to the terms of the Schedule of Requirements/Work Order.
- 4.3 Each properly executed Purchase Order forms an inseparable part of this Agreement as if it were fully incorporated into the body of this Agreement.
- 4.4 During the period of this Agreement, both Parties can make written suggestions for amendments to the Schedule of Requirements/Work Orders in accordance with procedures set out in clause 41[*Amendment and Change Control*]. A Party will advise the other Party within 14 [fourteen] Business Days, or such other period as mutually agreed, whether the amendment is acceptable.
- 4.5 Insofar as any term, provision or condition in the Schedule of Requirements/Work Order conflicts with a like term, provision or condition in this Agreement and/or a Purchase Order, the term or provision or condition in this Master Agreement shall prevail, unless such term or provision or condition in this Master Agreement has been specifically revoked or amended by mutual written agreement between the Parties.
- 4.6 Time will be of the essence and the Service Provider will perform its obligations under this Agreement in accordance with the timeframe(s) [if any] set out in the relevant schedule, save that the Service Provider will not be liable under this clause if it is unable to meet such obligation within the time required as a direct result of any act or omission by Transnet and it has used its best endeavours to advise Transnet of such act or omission. In the event of such delay, any time deadlines detailed in the relevant schedule shall be extended by a period equal to the period of that delay.
- 4.7 The Service Provider shall at all times be bound by TPT's Standard Trading Terms and Conditions and its access and any other appointed visitor to the Terminal/s on behalf of the Service Provider shall at all times be governed in terms thereof

5 AUTHORITY OF PARTIES

- 5.1 Nothing in this Agreement will constitute or be deemed to constitute a partnership between the Parties, or constitute or be deemed to constitute the Parties as agents or employees of one another for any purpose or in any form whatsoever.
- 5.2 Neither Party shall be entitled to, or have the power or authority to:
- a) enter into an agreement in the name of the other; or
 - b) give any warranty, representation or undertaking on the other's behalf; or
 - c) create any liability against the other or bind the other's credit in any way or for any purpose whatsoever.

6 DURATION/TERM AND CANCELLATION

- 6.1 Notwithstanding the date of signature hereof, the Commencement Date of this Agreement is and the duration shall be for a period of [.....] years, expiring on, unless:
- a) this Agreement is terminated by either Party in accordance with the provisions incorporated herein or in any schedules or annexures appended hereto, or otherwise in accordance with law or equity; or
 - b) this Agreement shall terminate on the date the funds are depleted or on whichever event that comes first between the expiry date and the date in which the funds are depleted; or
 - c) this Agreement is extended at Transnet's option for a further period to be agreed by the Parties.
- 6.2 Notwithstanding clause 28 [*Breach and Termination*], either Party may cancel this Agreement without cause by giving 14 [fourteen] calendar days prior written notice thereof to the other Party, provided that in such instance, this Agreement will nevertheless be applicable in respect of all Purchase Orders which have been placed prior to the date of such cancellation.

7 RISK MANAGEMENT

- 7.1 Where Transnet determines appropriate, within 2 weeks from the date of contract signature, the Parties are to meet to prepare and maintain a contract Risk Register. The Risk Register shall include a description of the risks and a description of the actions which are to be taken to avoid or reduce these risks which both Parties shall jointly determine.
- 7.2 Contract progress meetings shall be held monthly, or unless otherwise agreed between the Parties in writing. The purposes of these progress meetings shall be to capture the number of late deliverables against agreed milestones, actual costs against payment plans, performance issues or concerns, contract requirements not achieved, the status of previous corrective actions and risk management. Minutes of meetings shall be maintained and signed off between the Parties throughout the contract period

8 TRANSNET'S OBLIGATIONS

- 8.1 In order to enable the Service Provider to promptly comply with its obligations in terms of this Agreement TPT undertakes to provide the Service Provider validated personnel access to the Terminals for which they have been appointed and use of its facilities as is reasonably required to perform its obligations.

- 8.2 TPT shall provide the Service Provider with information, including information concerning TPT's operations and activities, that relates specifically to the provision of the Services as may be necessary for the Service Provider to provide the Services efficiently and effectively, but for no other purpose and shall be used for no other purpose by the Service Provider, failing which use of information other than for the permitted purpose will be regarded as a material breach of this Agreement and subject to immediate cancellation by Transnet.
- 8.3 Transnet's compliance with any request for information is subject to any internal security rules and requirements and subject to the observance by the Service Provider of its confidentiality obligations under this Agreement.
- 8.4 The Service Provider shall give Transnet reasonable notice of any information it requires in order to carry out the Services.
- 8.5 Transnet shall appoint a Contracts Manager who shall oversee the contract and ensure that all service levels contained in this Agreement are complied with, failing which non-conformance certificates will be issued to the Service Provider. Receipt of three consecutive non-conformances which are not timeously corrected will result in the material breach of this Agreement and subject to immediate cancellation by Transnet, given that the Services are critical to Transnet's operations.
- 8.6 TPT, in as far as it is reasonable, agrees to provide the Service Provider such assistance as may be reasonably required by it to perform the security Services, provided that under no circumstance shall such assistance be regarded as creating any obligation of any nature on the part of TPT, nor shall it relieve the Service Provider of any/all of its responsibilities to comply strictly with any/all of the obligations imposed upon it in terms of this Agreement and the Scope of Work required to be fulfilled by the Service Provider;
- 8.7 TPT undertakes to ensure that the Service Provider is paid in accordance with this Agreement or any payment schedule agreed to by the Parties.
- 8.8 TPT acknowledges its obligations in terms of the Protection of Personal Information Act (2003) in terms of obtaining and processing the personal information of the Service Provider's employees and undertakes to ensure compliance with the provisions of the POPI Act.
- 8.9 TPT will monitor the quality of service provided by the security personnel and if Transnet is not satisfied with the quality of service, Transnet contract manager must issue a non compliance notice to the service provider and same must be rectified immediately.

9 GENERAL OBLIGATIONS OF THE SERVICE PROVIDER

- 9.1 The Service Provider shall:
 - a) Provide the Services to Transnet in a professional, efficient and cost effective manner ensuring the highest standards of delivery and quality, as well as to respond promptly to all call-outs, enquiries and non-conformances in regard to the standard of delivery and quality of the Services rendered to Transnet;
 - b) inform Transnet immediately of any dispute or complaint arising in relation to the storage or delivery of the Goods;
 - c) conduct its business in a professional manner which will reflect positively upon the Service Provider and the Service Provider's products/services;

- d) keep full records clearly indicating all transactions concluded by the Service Provider relating to the delivery of the Goods and Services and keep such records for at least 5 [five] years from the date of each such transaction;
- e) obtain, and at all times maintain in full force and effect, any and all licences, permits and the like required under applicable laws for the provision of the Goods and Services and ancillary Services and the conduct of the business and activities of the Service Provider;
- f) observe and ensure compliance with all requirements and obligations as set out in the labour and related legislation of South Africa, including the Occupational Health and Safety Act, 85 of 1993, as may be amended from time to time;
- g) observe and ensure compliance with all requirements and objectives of the Transnet Supplier Integrity Pact as agreed to in response to the RFP. The general purpose of the Supplier Integrity Pact is to agree to avoid 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 the procurement event leading to this Agreement and this Agreement itself;
- h) comply with all applicable environmental legislation and regulations, demonstrate sound environmental performance and have an environmental management policy which ensures that its products, including the Goods and Services or ancillary Services are procured, produced, packaged, delivered and are capable of being used and ultimately disposed of in a way that is environmentally appropriate; and
- i) ensure the validity of all renewable certifications, including but not limited to its B-BBEE Verification Certificate, throughout the entire term of this Agreement. Should the Service Provider fail to present Transnet with such renewals as they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the Agreement, to terminate this Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Service Provider.

9.2 The Service Provider acknowledges and agrees that it shall at all times:

- a) render the supply of the Goods and Services and ancillary / adhoc Services (if applicable) and perform all its duties with honesty and integrity;
- b) communicate openly and honestly with Transnet regarding the supply and performance of the Goods and Services and demonstrate a commitment to effecting the supply and performing ancillary Services timeously, efficiently and at least to the required standards;
- c) endeavour to provide the highest possible standards of service and workmanship, with a reasonable degree of care and diligence;
- d) use its best endeavours and make every diligent effort to meet agreed deadlines;
- e) treat its own Staff, as well as all Transnet's Staff, with fairness and courtesy and respect for their human rights;
- f) practice and promote its own internal policies aimed at prohibiting and preventing unfair discrimination;

- g) treat all enquiries from Transnet in connection with the supply of the Goods and Services and/or ancillary Services with courtesy and respond to all enquiries promptly and efficiently. Where the Service Provider is unable to comply with the provisions of this clause, the Service Provider will advise Transnet of the delay and the reasons therefor and will keep Transnet informed of progress made regarding the enquiry;
 - h) when requested by Transnet, provide clear and accurate information regarding the Service Provider's own policies and procedures, excluding Know-How and other Confidential Information, except where a non-disclosure undertaking has been entered into between the Parties;
 - i) not allow a conflict of interest to develop between its own interests [or the interests of any of its other customers] and the interests of Transnet;
 - j) not accept or offer, nor allow, induce or promote the acceptance or offering of any gratuity, enticement, incentive or gift that could reasonably be regarded as bribery or an attempt to otherwise exert undue influence over the recipient;
 - k) not mislead Transnet or its officers, employees and stakeholders, whether by act or omission;
 - l) not otherwise act in an unethical manner or do anything which could reasonably be expected to damage or tarnish Transnet's reputation or business image;
 - m) immediately report to Transnet any unethical, fraudulent or otherwise unlawful conduct of which it becomes aware in connection with Transnet or the supply of Goods and Services or ancillary Services to Transnet;
 - n) ensure that at all times, during the currency of this Agreement, it complies with all obligations and commitments in terms of the provisions of the Income Tax Act, No 58 of 1962, the VAT Act or any other tax legislation relating to their liability for Income Tax, VAT, Pay as You Earn or any other tax. The Service Provider shall further ensure Tax Clearance Compliance, for the duration of this Agreement;
 - o) not victimise, harass or discriminate against any employee of either Party to this Agreement or any applicant for employment with either Party to this Agreement due to their gender, race, disability, age, religious belief, sexual orientation or part-time status. This provision applies, but is not limited to employment, upgrading, work environment, demotion, transfer, recruitment, recruitment advertising, termination of employment, rates of pay or other forms of compensation and selection for training.
 - p) shall ensure that its employees, agents and Subcontractors will not breach any applicable discrimination legislation and any amendments and re-enactments thereof.
- 9.3 In compliance with the Income Tax Act, 58 of 1962, as may be amended from time to time, the Service Provider shall ensure that its financial and tax affairs remain fully compliant with all relevant legislation.
- 9.4 Shall comply fully with the Specifications as set forth in Schedule 1 hereto, and shall ensure that any Subcontractor does the same safety requirements and/or regulations. The Supplier and/or its Subcontractor shall grant Transnet access, during the term of this Agreement, to review any safety-related activities, including the coordination of such activities across all parts of its organisation.

10 SERVICE PROVIDER'S PERSONNEL

- 10.1 The Service Provider's Personnel shall be regarded at all times as employees, agents or Subcontractors of the Service Provider and no relationship of employer and employee shall arise between Transnet and any Service Provider Personnel under any circumstances regardless of the degree of supervision that may be exercised over the Personnel by Transnet.
- 10.2 The Service Provider warrants that all its Personnel will be entitled to work in South Africa or any other country in which the Services are to be performed.
- 10.3 The Service Provider will ensure that its Personnel comply with all reasonable requirements made known to the Service Provider by Transnet concerning conduct at any Transnet premises or any other premises upon which the Services are to be performed [including but not limited to security regulations, policy standards and codes of practice and health and safety requirements]. The Service Provider will ensure that such Personnel at all times act in a lawful and proper manner in accordance with these requirements.
- 10.4 Transnet reserves the right to refuse to admit or to remove from any premises occupied by or on behalf of it, any Service Provider Personnel whose admission or presence would, in the reasonable opinion of Transnet, be undesirable or who represents a threat to confidentiality or security or whose presence would be in breach of any rules and regulations governing Transnet's Personnel, provided that Transnet notifies the Service Provider of any such refusal [with reasons why]. The reasonable exclusion of any such individual from such premises shall not relieve the Service Provider from the performance of its obligations under this Agreement.
- 10.5 The Service Provider agrees to use all reasonable endeavours to ensure the continuity of its Personnel assigned to perform the Services. If any re-assignment by the Service Provider of those Personnel is necessary, or if Transnet advises that any such Personnel assigned are in any respect unsatisfactory, including where any such Personnel are, or are expected to be or have been absent for any period, then the Service Provider will promptly supply a replacement of equivalent calibre and experience, and any such replacement shall be approved by Transnet prior to commencing provision of the Services, such approval not to be unreasonably withheld or delayed.

11 SUBCONTRACTING

- 11.1 The Service Provider may only enter into a subcontracting arrangement or replace a subcontractor with the approval of Transnet in accordance with the subcontracting template that TPT will provide.
- 11.2 If the Service Provider subcontracts a portion of the contract to another person without declaring it to Transnet reserves the right to penalise the Service Provider up to 10% of the value of the contract.
- 11.3 Where the Service Provider seeks to replace a subcontractor Transnet shall be entitled to obtain representations or input from the initial subcontractor who was part of the tender process whose credentials were used in the Service Provider's tender submission. Transnet shall consider input from all parties concerned, in order to take a decision on the proposed replacement of the subcontractor. The subcontracting arrangement or contract remains between the Service Provider (main contractor) and the subcontractor.
- 11.4 Should Transnet approve the Service Provider's subcontracting arrangement, the Service Provider and not the Sub-contractor will at all times be held liable for performance in terms of its contractual obligations.

- 11.5 The Service Provider may not subcontract in such a manner that the the overall value of the contract is reduced to below the stipulated minimum threshold.
- 11.6 The Service Provider may not subcontract more than 30% (thirty percent) of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the Service Provider, unless the contract is subcontracted to an Exempted Micro Enterprise (EME) that has the capability and ability to execute the Subcontract.

12 PAYMENT TO SUB-CONTRACTORS

- 12.1 Transnet reserves the right, in its sole discretion, to make payment directly to the sub-contractor of the Service Provider, subject to the following conditions:
 - a) Receipt of an undisputed invoice from the sub-contractor; and
 - b) Receipt of written confirmation from the Service Provider that the amounts claimed by the sub-contractor are correct and that the services for which the sub-contractor has requested payment were rendered to the satisfaction of the Service Provider, against the required standards.
- 12.2 Nothing contained in this clause must be interpreted as bestowing on any sub-contractor a right or legitimate expectation to be paid directly by Transnet. Furthermore, this clause does not bestow any right or legitimate expectation on the Service provider to demand that Transnet pay its sub-contractor directly. The decision to pay any sub-contractor directly, remains that of Transnet alone.
- 12.3 The Service Provider remains liable for its contractual obligations under the Agreement, including all services rendered by the sub-contractor.
- 12.4 This clause does not establish any contractual relationship between Transnet and any sub-contractor of the Service Provider, whatsoever.

13 B-BBEE AND SOCIO-ECONOMIC OBLIGATIONS

13.1 B-BBEE Scorecard

- a) Transnet fully endorses and supports the Broad-Based Black Economic Empowerment Programme and is strongly of the opinion that all South African business enterprises have an equal obligation to redress the imbalances of the past.
- b) In response to this requirement, the Service Provider shall submit to Transnet's Contract Manager or such other designated person details of its B-BBEE status in terms of the latest Codes of Good Practice issued in terms of the B-BBEE Act and proof thereof at the beginning of March each year during the currency of this Agreement.
- c) The Service Provider undertakes to notify and provide full details to Transnet in the event there is:
 - (i) a change in the Service Provider's B-BBEE status which is less than what it was at the time of its appointment including the impact thereof; and
 - (ii) a corporate or internal restructure or change in control of the Service Provider which has or likely to impact negatively on the Service Provider's B-BBEE status.
- d) Notwithstanding any other reporting requirement in terms hereof, the Service Provider undertakes to provide any B-BBEE data (underlying data relating to the Service Provider which has been relied upon or utilised by a verification agency or auditor for the purposes of issuing a verification certificate in respect of the Service Provider B-BBEE status) which

Transnet may request on written notice within 30 (thirty) calendar days of such request. A failure to provide such data shall constitute a Service Provider Default and may be dealt with in accordance with the provisions of clause 28.

- e) In the event there is a change in the Service Provider's B-BBEE status, then the provisions of clause 28 shall apply.

13.2 Green Economy/Carbon Footprint

- a) The Service Provider is required to provide Transnet with an understanding of the Service Provider's compliance requirements with regard to issues such as waste tyre disposal, recycling and energy conservation, and is required to comply with any and all applicable environmental legislation applicable for the carrying out of the Services.
- b) The Service Provider must ensure it is registered with the waste tyre bureau and ensure compliance with the Waste Tyre Regulations of 2017 regulating the management of waste tyres specifically the requirements as contained in section 6 of the said Regulations.
- c) Provide Transnet with a copy of its submitted waste tyre stockpile abatement plan.

14 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (NIPP)

- 14.1 In terms of SBD 5, the has undertaken to enter into a NIPP obligation agreement with the DTIC. In consultation with the DTIC, Transnet may monitor compliance to the NIPP obligation agreement and in the event of non-compliance by the service provider, penalties will be applied as per paragraph 8.3 of the NIPP Guidelines as issued by the DTIC.

15 JOB-CREATION

- 15.1 In terms of Section 12 of the RFP, the service provider has undertaken to create new jobs (either by them or their subcontractor), from the labour force within the region it operates in. The Service Provider shall, on a monthly basis from the Commencement Date and within 7 (seven) calendar days of the end of the previous calendar month, provide TPT with a report (for monitoring purposes only) in respect of the undertakings stipulated in this clause, indicating how many jobs were created and provided to designated groups.

16 PENALTIES

16.1 Penalties for Non-compliance to Service Level Agreement

Where the Service Provider fails to deliver the Goods and Services within the agreed and accepted milestone timelines and provided that the cause of the delay was not due to a fault of Transnet, penalties shall be imposed at 5%.

16.2 Non-compliance penalties for subcontracting

- a) Breach of subcontracting obligations provides Transnet cause to terminate the contract in certain cases where there is a material Non-compliance.

- b) If the Service Provider fails to achieve its subcontracting commitments as per their bid submission ("a **Non-Compliance**"), the Service Provider shall pay a Non-Compliance penalty ("Non-compliance Penalty") to Transnet in respect of such Non-compliance.
- c) Such penalty shall be calculated based on the difference in value between the committed and delivered subcontracting value (i.e. 100% of the undelivered subcontracting value) plus an additional 10% (ten per cent) of such difference.

Non-compliance Penalty Certificate:

- d) If any Non-compliance Penalty arises, the Supplier Development Manager shall issue a Non-compliance Penalty Certificate 90 business days before the expiry of the contract indicating the Non-compliance Penalties which have accrued during that period.
- e) A Non-compliance Penalty Certificate shall be prima facie proof of the matters to which it relates. If the Service Provider disputes any of the amounts set out in a Non-compliance Penalty Certificate:
 - the dispute shall be resolved in accordance with the provisions of the Agreement; and
 - if pursuant to that referral, it is determined that the Service Provider owes any amount to Transnet pursuant to the Non-compliance Penalty Certificate, then the Service Provider shall pay such amount to Transnet within 10 (ten) Business Days of the determination made pursuant to such determination and an accompanying valid Tax Invoice.

Payment of Non-compliance Penalties:

- f) Subject to Clause (e) above, the Service Provider shall pay the Non-compliance Penalty indicated in the Non-compliance Penalty Certificate within 10 (ten) Business Days of Transnet issuing a valid Tax Invoice to the Service Provider for the amount set out in that certificate. If Transnet does not issue a valid Tax Invoice to the Service Provider for Non-compliance Penalties accrued during any relevant period, those Non-compliance Penalties shall be carried forward to the next period.
- g) The Service Provider shall pay the amount due within 10 (ten) days after receipt of a valid Tax Invoice from Transnet, failing which Transnet shall, without prejudice to any other rights of Transnet under this Agreement, be entitled to call for payment which may be in any form Transnet deems reasonable and/or appropriate.
- h) Should the Service Provider fail to pay any Non Compliance Penalties within the time indicated above (as applicable), Transnet shall be entitled to deduct (set off) the amount not paid by the Service Provider from the account of the Service Provider in the ensuing month.
- i) The Non Compliance Penalties set forth in this Clause are stated exclusive of VAT. Any VAT payable on Non Compliance Penalties will be for the account of the Service Provider.

16.3 Non-compliance penalties for Job Creation

- a) Breach of job creation obligations provides Transnet cause to terminate the contract in certain cases where there is a material Non-compliance.

- b) If the Service Provider fails to achieve its job creation commitments as per their bid submission ("a **Non-Compliance**"), the Service Provider shall pay a Non-Compliance penalty ("Non-compliance Penalty") to Transnet in respect of such Non-compliance.
- c) Such penalty shall be calculated based on the difference between the committed and delivered jobs. For every job not created, a penalty of 2% of the contract value will be applied.

Non-compliance Penalty Certificate:

- d) If any Non-compliance Penalty arises, the Supplier Development Manager shall issue a Non-compliance Penalty Certificate 90 business days before the expiry of the contract indicating the Non-compliance Penalties which have accrued during that period.
- e) A Non-compliance Penalty Certificate shall be prima facie proof of the matters to which it relates. If the Service Provider disputes any of the amounts set out in a Non-compliance Penalty Certificate:
 - the dispute shall be resolved in accordance with the provisions of the Agreement; and
 - if pursuant to that referral, it is determined that the Service Provider owes any amount to Transnet pursuant to the Non-compliance Penalty Certificate, then the Service Provider shall pay such amount to Transnet within 10 (ten) Business Days of the determination made pursuant to such determination and an accompanying valid Tax Invoice.

Payment of Non-compliance Penalties:

- f) Subject to Clause (e) above, the Service Provider shall pay the Non-compliance Penalty indicated in the Non-compliance Penalty Certificate within 10 (ten) Business Days of Transnet issuing a valid Tax Invoice to the Service Provider for the amount set out in that certificate. If Transnet does not issue a valid Tax Invoice to the Service Provider for Non-compliance Penalties accrued during any relevant period, those Non-compliance Penalties shall be carried forward to the next period.
- g) The Service Provider shall pay the amount due within 10 (ten) days after receipt of a valid Tax Invoice from Transnet, failing which Transnet shall, without prejudice to any other rights of Transnet under this Agreement, be entitled to call for payment which may be in any form Transnet deems reasonable and/or appropriate.
- h) Should the Service Provider fail to pay any Non Compliance Penalties within the time indicated above (as applicable), Transnet shall be entitled to deduct (set off) the amount not paid by the Service Provider from the account of the Service Provider in the ensuing month.
- i) The Non Compliance Penalties set forth in this Clause are stated exclusive of VAT. Any VAT payable on Non Compliance Penalties will be for the account of the Service Provider.

17 FEES AND EXPENSES RELATING TO SERVICES

- 17.1 In consideration of the provision of the Services, Transnet will pay to the Service Provider the Fees detailed in the relevant Pricing Schedule which is annexed to this Agreement as Annexure ____
- 17.2 Transnet will not be invoiced for materials used in the provision of the Services save for those materials [if any] set out in the Work Order and accepted by Transnet or in any relevant Work Order [which will be invoiced to Transnet at cost].

- 17.3 Unless otherwise agreed in a schedule or Work Order, Transnet will reimburse to the Service Provider all reasonable and proper expenses incurred directly and solely in connection with the provision of the Services, provided that all such expenses:
- a) are agreed by Transnet in advance;
 - b) are incurred in accordance with Transnet's standard travel and expenses policies;
 - c) are passed on to Transnet at cost with no administration fee; and
 - d) will only be reimbursed if supported by relevant receipts.
- 17.4 All Tax Invoices relating to Fees, out of pocket expenses and, if applicable, travel and accommodation costs, will provide the detail for each of the Personnel carrying out the Services and incurring the expenses, and the Tax Invoice will, where appropriate, include VAT as a separate item.

18 INVOICES AND PAYMENT

- 18.1 Transnet shall pay the Service Provider the amounts stipulated in each Purchase Order/Work Order and invoiced accordingly, subject to the terms and conditions of this Agreement.
- 18.2 Transnet shall pay such amounts to the Service Provider upon receipt of a valid and undisputed Tax Invoice together with the supporting documentation, as specified in the Schedule of Requirements appended hereto, once the valid and undisputed Tax Invoices or such portions of the Tax Invoices which are valid and undisputed become due and payable to the Service Provider for the delivery of the Goods and Services ordered, in terms of clause 18.5 below.
- 18.3 Transnet may, pending an investigation, withhold any payments to the Service Provider, in the case where irregular expenditure has been identified in the particular contract and that there is reasonable suspicion that the Service Provider is involved or was aware that the contract transgressed any legislation.
- 18.4 All Prices set out in this Agreement and the Schedule of Requirements hereto are to be indicated inclusive and exclusive of VAT, which will be payable at the applicable rate in ZAR.
- 18.5 Unless otherwise provided for in the Schedule of Requirements appended to this Agreement, Tax Invoices shall be submitted together with a month-end statement. Payment against such month-end statement shall be made by Transnet within 30 [thirty] calendar days after date of receipt by Transnet of the Service Provider's statement together with the relevant valid and undisputed Tax Invoice(s) and supporting documentation.
- 18.6 Where the payment of any Tax Invoice, or any part of a Tax Invoice which is not in dispute, is not made in accordance with this clause, the Service Provider shall be entitled to charge interest on the outstanding amount, at The Standard Bank of South Africa's prime rate of interest in force, for the period from the due date of payment until the outstanding amount is paid.
- 18.7 The Service Provider shall remain the owner of all plant, material, machinery, equipment and the like [collectively, **the Supplier's Goods**] provided to Transnet until Transnet has paid in full for the Supplier's Goods, it being specifically agreed that Transnet shall acquire no rights [including liens] of whatsoever nature in such Supplier's Goods until date of final payment by Transnet. Subject to the foregoing, all risk and benefit to the Supplier's Goods shall pass from the Supplier to Transnet on delivery of the Supplier's Goods by the Supplier to Transnet.

19 PRICE ADJUSTMENTS

- 19.1 Prices for Goods and Services supplied in terms of this Agreement shall be subject to review annually, save that there shall be no price increase in the initial first year of the Contractual Term.
- 19.2 No less than 2 [two] months prior to any proposed Price adjustment, TPT shall assess the Price escalation for the next financial year over the Contractual Term. TPT shall have regard to market-related pricing of equivalent Services, continuous improvement initiatives, costs [including labour, materials and transport/delivery], and any changes to the specification of the Services in determining any price escalation. The main indicator of any price escalation shall be CPI which any approved price escalation shall not exceed in respect of any ensuing period. TPT shall confirm in writing to the Service Provider the price escalation for the next financial year over the Contractual Term at least one month prior to the implementation thereof.
- 19.3 Pursuant to clause 19.2 above, the Service Provider shall keep full and accurate records of all costs associated with the supply of the Goods and Services to Transnet, in a form to be approved in writing by Transnet. The Service Provider shall produce such records to Transnet for inspection at all reasonable times on request and such records may, at Transnet's option, be audited by Transnet or its designated representatives.
- 19.4 Should Transnet and the Service Provider fail to reach an agreement on Price for the successive period, either Party shall be entitled to submit this matter to dispute resolution in accordance with clause 38 of the Master Agreement [Dispute Resolution].
- 19.5 If during the period of this Agreement Transnet can purchase similar Goods and Services of a like quality from another service provider at a total delivered cost to a Transnet facility that is lower than the total delivered cost of the Goods and Services purchased hereunder from the Service Provider, Transnet may notify the Service Provider of such total delivered cost and the Service Provider shall have an opportunity to adjust the Price of the Goods and Services purchased hereunder, on such a basis as to result in the same total delivered cost to Transnet, within 30 [thirty] calendar days of such notice. If the Service Provider fails to do so or cannot legally do so, Transnet may (i) purchase the Goods and Services from such other supplier in which case the obligations, including, but not limited to, any purchase and sale requirements and/or commitments, if any, of Transnet and the Service Provider hereunder shall be reduced accordingly; (ii) terminate this Agreement without any penalty, liability or further obligation; or (iii) continue purchases under this Agreement.
- 19.6 If during the period of this Agreement the Service Provider sells any materials which are the same as, equivalent to, or substantially similar to the Goods and Services herein, at a total delivered cost to a third party lower than the total delivered cost to a Transnet facility, then the Service Provider has an opportunity to adjust its Price for the Goods and Services purchased hereunder within 30 [thirty] calendar days so that the Price is the same or lower than the total delivered cost of such third party. If the Service Provider fails to do so or cannot legally do so, Transnet may (i) purchase the Goods and Services from any other such supplier, in which case the obligations, including, but not limited to, any purchase and sale requirements and/or commitments, if any, of Transnet and the Service Provider hereunder shall be reduced accordingly; or (ii) terminate this Agreement without any penalty, liability or further obligation. Within 30 [thirty] calendar days of the Commencement Date of this Agreement or at any time Transnet so requests, the Service

Provider shall certify in writing to Transnet that it is in compliance with this clause and shall provide all information that Transnet reasonably requests in order to verify such compliance.

20 WARRANTIES APPLICABLE TO GOODS

The Supplier warrants that:

- 20.1 pursuant to clause 9.3 [General Obligations of the Supplier], the Goods will be manufactured in accordance with the specifications appended hereto at Schedule 1, or the manufacturer's specifications, as agreed in writing by both Parties;
- 20.2 the execution and performance of this Agreement by the Supplier does not infringe any rights of a third party or breach any obligation of the Supplier to any third party; and
- 20.3 it has taken all reasonable precautions to ensure that, in the event of a disaster, the impact of such disaster on the ability of the Supplier to comply with its obligations under this Agreement will be reduced to the greatest extent possible, and that the Supplier shall ensure that it has appropriate, tested and documented recovery arrangements in place.

21 WARRANTIES APPLICABLE TO SERVICES

21.1 The Service Provider warrants to Transnet that:

- a) it has full capacity and authority to enter into and to perform this Agreement and that this Agreement is executed by a duly authorised representatives of the Service Provider;
- b) it will discharge its obligations under this Agreement and any annexure, appendix or schedule hereto with all due skill, care and diligence;
- c) it will be solely responsible for the payment of remuneration and associated benefits, if any, of its Personnel and for withholding and remitting income tax for its Personnel in conformance with any applicable laws and regulations;
- d) it will procure licences for Transnet in respect of all Third Party Material detailed in the Work Order(s), and will procure the right for Transnet to take such copies [in whole or in part] of such Third Party Materials as it may reasonably require for the purposes of back-up for archiving and disaster recovery; and
- e) the use or possession by Transnet of any Materials will not subject Transnet to any claim for infringement of any Intellectual Property Rights of any third party.

21.2 The Service Provider warrants that it will perform its obligations under this Agreement in accordance with the Service Levels as defined in the relevant schedule. Transnet may at its discretion audit compliance with the Service Levels, provided that any such audit is carried out with reasonable prior notice and in a reasonable way so as not to have an adverse effect on the performance of the Services. Without prejudice to clause 21.3 below, in the event that the Service Provider fails to meet the Service Levels, Transnet may claim appropriate service credits or invoke a retention of Fees as detailed in the relevant schedule and/or Work Order.

21.3 The Service Provider warrants that for a period of 90 [ninety] calendar days from Acceptance of the Deliverables they will, if properly used, conform in all material respects with the requirements set out in the relevant schedule. The Service Provider will at its expense remedy any such non-conformance as soon as possible but in any event within 30 [thirty] calendar days of notification by Transnet. In the event that the Service Provider fails or is unable to remedy such non-conformance

within such time-scale, Transnet will be entitled to employ a third party to do so in place of the Service Provider and any excess charges or costs incurred by Transnet as a result shall be paid by the Service Provider.

- 21.4 The Service Provider will remedy any defect within 30 [thirty] calendar days of being notified of that defect by Transnet in writing.
- 21.5 The Service Provider will not be liable to remedy any problem arising from or caused by any modification made by Transnet to the Deliverables, or any part thereof, without the prior approval of the Service Provider.
- 21.6 The Service Provider shall advise Transnet of the effects of any steps proposed by Transnet pursuant to clause 21.5 above, including but not limited to any cost implications or any disruption or delay in the performance of the Services. The Parties agree that any changes to the Services, including the charges for the Services or any timetables for delivery of the Services, will be agreed in accordance with the change control procedure, as set out in clause 41 [*Amendment and Change Control*].
- 21.7 The Service Provider warrants that:
- a) it has, using the most up-to-date software available, tested for [and deleted] all commonly known viruses in the Materials and for all viruses known by the Service Provider at the date of the relevant Work Order; and
 - b) at the time of delivery to Transnet, the Materials do not contain any trojan horse, worm, logic bomb, time bomb, back door, trap door, keys or other harmful components.
- The Service Provider agrees that, in the event that a virus is found, it will at its own expense use its best endeavours to assist Transnet in reducing the effect of the virus and, particularly in the event that a virus causes loss of operational efficiency or loss of data, to assist Transnet to the same extent to mitigate such losses and to restore Transnet to its original operating efficiency.
- 21.8 The Service Provider undertakes to comply with South Africa's general privacy protection in terms of Section 14 of the Bill of Rights in connection with this Agreement and shall procure that its Personnel shall observe the provisions of Section 14 [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.
- 21.9 The Service Provider warrants that it has taken all reasonable precautions to ensure that, in the event of a disaster, the impact of such disaster on the ability of the Service Provider to comply with its obligations under this Agreement will be reduced to the greatest extent possible, and that the Service Provider shall ensure that it has appropriate, tested and documented recovery arrangements in place.
- 21.10 In compliance with the National Railway Safety Regulator Act, 16 of 2002, the Service Provider shall ensure that the Services, to be supplied to Transnet under the terms and conditions of this Agreement, comply fully with the specifications as set forth in Schedule 1 hereto, and shall thereby adhere [as applicable] to railway safety requirements and/or regulations. Permission for the engagement of a Subcontractor by the Service Provider [as applicable] shall be subject to a review of the capability of the proposed Subcontractor to comply with the specified railway safety requirements and/or regulations. The Service Provider and/or its Subcontractor shall grant Transnet access, during the term of this Agreement, to review any safety-related activities, including the coordination of such activities across all parts of its organisation.

22 THIRD PARTY INDEMNITY

The Supplier/Service Provider hereby indemnifies and shall hold TPT harmless against any damages suffered by or claims arising against TPT as a result of the execution and performance of its obligations in terms of this Agreement.

23 INSPECTION APPLICABLE TO GOODS

- 23.1 Transnet reserves the right to arrange for the inspection of all Goods forming the subject of any Purchase Order, at any stage before final acceptance and by any means it may think fit, and when such inspection is to be carried out, the relevant Purchase Order(s) shall be endorsed accordingly.
- 23.2 When inspection at the Supplier's works or warehouse is specified, Transnet's authorised inspector shall have free access to the premises of the Supplier at all times during working hours on a Business Day; shall have liberty to inspect work which is the subject of the Purchase Order at any stage of manufacture, and may reject any Goods which are found to be incomplete, defective or in any way not in conformity with the terms and specifications of this Agreement; and the Supplier shall afford all reasonable facilities for such access and inspection.
- 23.3 The Supplier shall provide inspection gauges, measuring and test equipment to ensure that the requirements of this Agreement are satisfied. All gauges, templates, tools and other equipment required to check the accuracy of the work shall be calibrated at regular and reasonable intervals by a laboratory which has been approved in writing by Transnet. This certificate shall not be more than 12 [twelve] months old.
- 23.4 The Supplier shall prepare and supply, without charge to Transnet, all test pieces, samples and specimens; shall provide all labour and apparatus for carrying out tests and analyses in accordance with the terms of this Agreement or Purchase Order, and render all reasonable assistance in making such tests and analyses.
- 23.5 All special rules governing gauging, testing, analysis and other inspection procedures shall be adhered to strictly in accordance with the terms of this Agreement or Purchase Order and the conditions of any specifications and drawings quoted therein.
- 23.6 Inspection will be arranged by the Staff of Transnet, as indicated in the Purchase Order(s).
- 23.7 When Goods are ready for inspection, the Supplier shall apply promptly to the appropriate authority for instructions regarding such inspection. All applications for inspection shall quote Transnet's Agreement or Purchase Order number. 7 [seven] Business Days' notice of readiness from the Supplier shall be given to the authorised inspector appointed by Transnet to carry out such inspection.
- 23.8 Transnet shall have the right to recover from the Supplier the cost of inspection of any Goods that have been rejected by its authorised inspector in terms of this clause.

24 DEFECTIVE GOODS

- 24.1 Notwithstanding any certificate and/or receipt that may have been issued by or on behalf of Transnet either in South Africa or overseas, Goods will be accepted at the place of delivery or at the port of shipment, as specified in this Agreement, only as regards outward condition of packages and Transnet retains the right to reject the Goods supplied, on or after arrival at the place to which they are consigned, or after they have been placed in use in South Africa, should they be found defective.

- 24.2 If Goods are rejected owing to latent defects becoming apparent during machining operations or other preparation necessary on the part of Transnet before they can be put into use, the Supplier shall bear all expenses incurred by Transnet in carrying out such necessary operations.
- 24.3 If such Goods are rejected, the Supplier will pay the following costs:
- a) for Goods purchased in South Africa on an ex works basis, the cost of transport from the Supplier's works in South Africa to the named destination where the Goods have been rejected by Transnet, plus handling charges and storage, if leviable; or
 - b) for Goods manufactured overseas, the Supplier shall pay all replacement costs including the overseas inland transport cost, freight and insurance charges incurred plus railage or other inland transport costs from the South African port to the place where the Goods have been rejected by Transnet, including handling charges, storage, landing charges, customs duty and surcharges, if leviable.
- 24.4 If Transnet requires rejected Goods to be replaced, the Supplier shall, when called upon to do so, arrange prompt replacement of the Goods within the prescribed manufacturing lead times for such Goods, as indicated in Schedule 1.
- 24.5 If Goods are found to be defective but the defects are, in the opinion of Transnet, not of so serious a nature as to warrant total rejection of the Goods, the Supplier shall, when called upon to do so, remedy or make good such defects at its own cost, or Transnet may remedy or make good such defects at the request of the Supplier and recover from the Supplier all costs or expenses reasonably incurred by it in doing so.
- 24.6 Should the Supplier fail, when called upon to remedy or make good such defects within a reasonable time or to request Transnet to do so, Transnet may proceed to remedy or make good such defects and thereafter recover from the Supplier all such costs and expenses as aforementioned.
- 24.7 Any amount recoverable from the Supplier in terms of this clause may, without prejudice to any other legal remedies available to Transnet, be deducted in whole or in part from any monies in the hands of Transnet which are due for payment to the Supplier.

25 TOTAL OR PARTIAL FAILURE TO PERFORM

- 25.1 In the case of Goods to be specially manufactured for it, if Transnet at any time ascertains that:
- a) no manufacturing of the Goods specified in a Purchase Order has commenced and there is little or no prospect, in Transnet's opinion, that manufacturing will commence within a reasonable time; or
 - b) delivery of any of the Goods is being or is likely to be delayed beyond the promised delivery date(s), and there is little or no prospect of the Purchase Order(s) being carried out within reasonable adherence to the promised delivery rate(s) or time(s),
- then Transnet may, irrespective of the cause of the delay, by notice to the Supplier, cancel as from a future date specified in such notice the whole or any part of this Agreement or Purchase Order in respect of which the Goods to be supplied have not been completed by that date, without incurring any liability by reason of such cancellation except as provided in this clause.
- 25.2 The Service Provider shall thereupon, as soon as possible after such date, deliver to Transnet the Goods and Services [if any] already completed, and payment for the part performance shall be

made on a pro rata basis, provided the uncompleted part is not an integral or essential part of the completed Goods and Services. Where an integral or essential part of the work has not been completed, the amount to be paid to the Service Provider will be calculated on the basis of Transnet's enrichment. The Service Provider shall, wherever practicable, supply Transnet with the necessary drawings and/or specifications to enable it to complete the work.

- 25.3 Whenever, in any case not covered by clause 25.1 above, the Supplier fails or neglects to execute the work or to deliver any portion of the Services as required by the terms of this Agreement or Purchase Order, or if any Services are rejected on any of the grounds mentioned in clause 24 [Defective Goods], Transnet may cancel this Agreement or Purchase Order in so far as it relates to the unexecuted work or the undelivered or rejected portion of the Services, and in such event, the supply of the remaining portion shall remain subject in all respects to these conditions.
- 25.4 In the case of the Services having commenced and at any point in time during the Contractual Term there is either a total or partial failure by the Service Provider to perform its obligations in terms of this Agreement due to hardship or any reason whatsoever and it is evident that there is little or no prospect, in TPT's opinion, that the Service Provider will commence with the Services within a reasonable time thus negatively impacting the operations of TPT, then TPT may, irrespective of the cause of the delay, by notice to the Service Provider, cancel as from a future date specified in such notice the whole or any part of this Agreement in respect of which the Services are to be supplied have not been so supplied; without incurring any liability by reason of such cancellation except as provided hereunder; or
- 25.5 In the event that the Service Provider commences with the Services and for any reason due to hardship or any other reasons whatsoever prematurely terminates / repudiates this Agreement, TPT shall claim the costs of having to replace the Service Provider from the Service Provider, which costs shall be set off against any amounts owing to the Service Provider for Services completed.

26 NON CONFORMANCE OF GOODS/SERVICES PROCURED

- 26.1 In the case of Goods and services manufactured for and procured by Transnet from the Service Provider in terms of this Agreement, being found not to conform to the Transnet standards, specifications and requirements, Transnet at any time may be entitled to raise a Non Conformance Report (NCR) against a Service Provider whose Goods and Services do not conform to Transnet standards, specifications and requirements directing the Service Provider to investigate and remedy the non-conformance within the stipulated time frame as may be determined by Transnet at its discretion.
- 26.2 Failure by the Service Provider to fully comply with NCR within the period stated in sub-clause 26.1 above, shall entitle Transnet to further conditions to which the Service Provider must discharge in order to close the NCR or to terminate the order without giving the Service Provider written notice of termination in terms of this Agreement.

27 RIGHTS ON CANCELLATION

- 27.1 If this Agreement or Purchase Order is cancelled in whole or in part in terms of clause 25 [*Total or Partial Failure to Perform*], Transnet may execute or complete this Agreement with any other entity and do so on such terms as it may deem proper, or may procure other comparable Goods and

Services in substitution for those neglected to be manufactured or supplied or rejected as aforesaid, and may recover from the Supplier the difference between the cost of such Goods and Services and the Price [if the latter was lower] as well as any costs and expenses [including any additional transport costs] which Transnet may have had to incur in consequence of the Service Provider's default.

- 27.2 Any amount which may be recoverable from the Service Provider in terms of clause 27.1 above, without prejudice to any other legal remedies available to Transnet, may be deducted in whole or in part from any monies in the hands of Transnet and due for payment to the Service Provider.

28 BREACH AND TERMINATION

- 28.1 Termination in accordance with clause 6 [Term and Cancellation] shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either Party and all provisions which are to survive this Agreement or impliedly do so shall remain in force and in effect.
- 28.2 On termination of this Agreement or a Work Order, the Service Provider will immediately deliver up, and procure that its Personnel will immediately deliver up to Transnet, all Deliverables and property belonging to Transnet [or, in the event of termination of a Work Order, such as is relevant to that Work Order] which may be in the possession of, or under the control of the Service Provider, and certify to Transnet in writing that this has been done.
- 28.3 To the extent that any of the Deliverables and property referred to in clause 28.2 above are in electronic form and contained on non-detachable storage devices, the Service Provider will provide Transnet with unencrypted copies of the same on magnetic media and will irretrievably destroy and delete copies so held.
- 28.4 In the event that this Agreement is terminated by the Service Provider under clause 6 [Term and Cancellation], or in the event that a Work Order is terminated by Transnet under clause 28 [Breach and Consequences of Termination], Transnet will pay to the Service Provider all outstanding Fees [apportioned on a pro rata basis] relating to the work undertaken by the Service Provider up until the date of such termination. Transnet will also pay the costs of any goods and materials ordered by the Service Provider in relation to the such work for which the Service Provider has paid or is legally obliged to pay, in which case, on delivery of such goods or materials, the Service Provider will promptly deliver such goods and materials to Transnet or as it may direct.
- 28.5 If either Party [**the Defaulting Party**] commits a material breach of this Agreement and fails to remedy such breach within 30 [thirty] calendar days of written notice thereof, the other Party [hereinafter **the Aggrieved Party**], shall be entitled, in addition to any other rights and remedies that it may have in terms of this Agreement, to terminate this Agreement forthwith without any liability and without prejudice to any claims which the Aggrieved Party may have for damages against the Defaulting Party.
- 28.6 Either Party may terminate this Agreement forthwith by notice in writing to the other Party when the other Party is unable to pay its debts as they fall due or commits any act or omission which would be an act of insolvency in terms of the Insolvency Act, 24 of 1936 [as amended from time to time], or if any action, application or proceeding is made with regard to it for:
- a) a voluntary arrangement or composition or reconstruction of its debts;
 - b) its winding-up or dissolution;

- c) the appointment of a liquidator, trustee, receiver, administrative receiver or similar officer;
- d) any similar action, application or proceeding in any jurisdiction to which it is subject.

28.7 Transnet may terminate this Agreement at any time within 2 [two] months of becoming aware of a change of control of the Service Provider by notice in writing to the Service Provider. For the purposes of this clause, **control** means the right to direct the affairs of a company whether by ownership of shares, membership of the board of directors, agreement or otherwise.

28.8 Notwithstanding this clause 28, Transnet may cancel this Agreement without cause by giving 30 [thirty] calendar days prior written notice thereof to the Service Provider, or

28.9 The provisions of clauses 1.1 [Definitions], 20 [Warranties], 27 [Rights on Cancellation], 32 [Confidentiality], 34 [Limitation of Liability], 36 [Intellectual Property Rights], 38 [Dispute Resolution] and 42.1 [Governing Law] shall survive termination or expiry of this Agreement.

29 CESSION

29.1 Upon written notice to the Service Provider, Transnet shall be entitled:

- a) to appoint Transnet's financier of the Goods and Services as first payer under this Agreement, without transferring the ultimate responsibility for payment which will remain with Transnet; and
- b) to cede, assign and transfer its right, title and interest in the Goods and Services to such financier as part of the funding consideration for the Goods and Services.

29.2 The Service Provider is not entitled to cede, delegate, assign, Subcontract or in any other manner dispose of any of its rights or obligations in terms of this Agreement without the prior written consent of Transnet, which consent shall not be withheld or delayed unreasonably.

30 FORCE MAJEURE

30.1 Neither Party shall have any claim against the other Party arising from any failure or delay in the performance of any obligation of either Party under this Agreement caused by an act of force majeure such as acts of God, fire, flood, war, lockout, government action, laws or regulations, terrorism or civil disturbance, defaults or other circumstances or factors beyond the reasonable control of either Party, and to the extent that the performance of obligations of either Party hereunder is delayed by virtue of the foregoing, any period stipulated for any such performance shall be reasonably extended. Transnet may however rely on strikes, industrial dispute and riots as a ground of force majeure.

30.2 Each Party will take all reasonable steps by whatever lawful means that are available to resume full performance as soon as practicable and will seek agreement to modification of the relevant provisions of this Agreement in order to accommodate the new circumstances caused by the act of *force majeure*. If a Party fails to agree with such modifications proposed by the other Party within 90 [ninety] calendar days of the act of *force majeure* first occurring, either Party may thereafter terminate this Agreement with immediate notice.

31 PROTECTION OF PERSONAL INFORMATION

- a) The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Personal Information Act 4 of 2013 ("POPIA"):

consent; person; personal information; processing; record; Regulator as well as any terms derived from these terms of the POPIA

- b) 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.

- c) Transnet agrees that in submitting any information or documentation requested in the RFP and in this Agreement, the Service Provider consents to the processing of their personal information for the purpose of, but not limited to, risk assessment, contract award, contract management, auditing, legal opinions/litigation, 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.
- d) The Parties agree that they may obtain and have access to personal information for the fulfilment of the rights and obligations contained herein. In performing the obligations as set out in this Agreement, the Parties shall at all times ensure that:
- i. they process personal information only for the express purpose for which it was obtained;
 - ii. once processed for the purposes for which it was obtained, all personal information will be destroyed to an extent that it cannot be reconstructed to its original form, subject to any legal retention requirements;
 - iii. Personal information is provided only to authorised personnel who strictly require the personal information to carry out the Parties' respective obligations under this Agreement;
 - iv. they do not disclose personal information of the other Party, other than in terms of this Agreement;
 - v. they have all reasonable technical and organisational measures in place to protect all personal information from unauthorised access and/or use;
 - vi. they have appropriate technical and organisational measures in place to safeguard the security, integrity and authenticity of all information in their possession or under their control in terms of this Agreement;
 - vii. they identify all reasonably foreseeable internal and external risks to personal information in their possession or under their control; establish and maintain appropriate safeguards against the risks identified; regularly verify that the safeguards are effectively implemented; and ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards;
 - viii. such personal information is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access.

- 31.1 The Parties agree that if personal information will be processed for additional purposes beyond the original purpose for which it was obtained, explicit consent must be obtained beforehand from those persons whose information will be subject to such processing.

- 31.2 Should it be necessary for either Party to disclose or otherwise make available the personal information to any third party (including sub-contractors and employees) that is not already

consented to, it may do so only with the prior written consent of the other Party. The Party requiring such consent shall require of all such third parties, appropriate written undertakings to be provided, containing similar terms to that set forth in this clause, and dealing with that third party's obligations in respect of its processing of the personal information. Following approval by the other Party, the Party requiring consent agrees that the provisions of this clause shall *mutatis mutandis* apply to all authorised third parties who process personal information.

- 31.3 The Parties shall ensure that any persons authorized to process information on their behalf (including employees and third parties) will safeguard the security, integrity and authenticity of all information. Where necessary to meet this requirement, the Parties shall keep all personal information and any analyses, profiles, or documents derived therefrom logically separated from all other information and documentation held by it.
- 31.4 The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the personal information in its possession or under its control. The Parties shall implement and maintain appropriate safeguards against the risks which it identifies and shall also regularly verify that the safeguards which it has in place have been effectively implemented.
- 31.5 The Parties agree that they will promptly return, destroy or de-identify any personal information in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected in relation to this Agreement, subject to any legal retention requirements. This may be at the request of the other Party and includes circumstances where a person has requested the Parties to delete all instances of their personal information. The information will be destroyed or de-identified in such a manner that it cannot be reconstructed to its original form, linking it to any particular individual or organisation.
- 31.6 Personal Information security breach:
- a) Each Party shall notify the other party in writing as soon as possible after it becomes aware of or suspects any loss, unauthorised access or unlawful use of any personal information and shall, at its own cost, 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. The Parties shall also be required to provide each other with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity of the unauthorised person who may have accessed or acquired the personal information.
 - b) The Parties shall provide on-going updates on the progress in resolving the compromise at reasonable intervals until such time as the compromise is resolved.
 - c) Where required, the Parties must notify the South African Police Service; and/or the State Security Agency and the Information Regulator and the affected persons of the security breach. Any such notification shall always include sufficient information to allow the persons to take protective measures against the potential consequences of the compromise.
 - d) The Parties undertake to co-operate in any investigations relating to security which is carried out by or on behalf of the other including providing any information or material in its possession or control and implementing new security measures.

32 CONFIDENTIALITY

32.1 The Parties hereby undertake the following with regard to Confidential Information:

- a) not to divulge or disclose to any person whomsoever in any form or manner whatsoever, either directly or indirectly, any Confidential Information of the other without the prior written consent of such other Party, other than when called upon to do so in accordance with a statute, or by a court having jurisdiction, or by any other duly authorised and empowered authority or official, in which event the Party concerned shall do what is reasonably possible to inform the other of such a demand and each shall assist the other in seeking appropriate relief or the instituting of a defensive action to protect the Confidential Information concerned;
- b) not to use, exploit, permit the use of, directly or indirectly, or in any other manner whatsoever apply the Confidential Information disclosed to it as a result of this Agreement, for any purpose whatsoever other than for the purpose for which it is disclosed or otherwise than in strict compliance with the provisions in this Agreement;
- c) not to make any notes, sketches, drawings, photographs or copies of any kind of any part of the disclosed Confidential Information without the prior written consent of such other Party, except when reasonably necessary for the purpose of this Agreement, in which case such copies shall be regarded as Confidential Information;
- d) not to de-compile, disassemble or reverse engineer any composition, compilation, concept application, item, component de-compilation, including software or hardware disclosed and shall not analyse any sample provided by Transnet, or otherwise determine the composition or structure or cause to permit these tasks to be carried out except in the performance of its obligations pursuant to this Agreement;
- e) not to exercise less care to safeguard Transnet Confidential Information than the Party exercises in safeguarding its own competitive, sensitive or Confidential Information;
- f) Confidential Information disclosed by either Party to the other or by either Party to any other party used by such party in the performance of this Agreement, shall be dealt with as "restricted" or shall be dealt with according to any other appropriate level of confidentiality relevant to the nature of the information concerned, agreed between the Parties concerned and stipulated in writing for such information in such cases;
- g) the Parties shall not make or permit to be made by any other person subject to their control, any public statements or issue press releases or disclose Confidential Information with regard to any matter related to this Agreement, unless written authorisation to do so has first been obtained from the Party first disclosing such information;
- h) each Party shall be entitled to disclose such aspects of Confidential Information as may be relevant to one or more technically qualified employees or consultants of the Party who are required in the course of their duties to receive the Confidential Information for the Permitted Purpose provided that the employee or consultant concerned has a legitimate interest therein, and then only to the extent necessary for the Permitted Purpose, and is informed by the Party of the confidential nature of the Confidential Information and the obligations of the confidentiality to which such disclosure is subject and the Party shall ensure such employees or consultants honour such obligations;

- i) each Party shall notify the other Party of the name of each person or entity to whom any Confidential Information has been disclosed as soon as practicable after such disclosure;
- j) each Party shall ensure that any person or entity to which it discloses Confidential Information shall observe and perform all of the covenants the Party has accepted in this Agreement as if such person or entity has signed this Agreement. The Party disclosing the Confidential Information shall be responsible for any breach of the provisions of this Agreement by such person or entity; and
- k) each Party may by written notice to the other Party specify which of the Party's employees, officers or agents are required to sign a non-disclosure undertaking.

32.2 The duties and obligations with regard to Confidential Information in this clause 32 shall not apply where:

- a) a Party can demonstrate that such information is already in the public domain or becomes available to the public through no breach of this Agreement by that Party, or its Staff; or
- b) was rightfully in a Party's possession prior to receipt from the other Party, as proven by the first-mentioned Party's written records, without an infringement of an obligation or duty of confidentiality; or
- c) can be proved to have been rightfully received by a Party from a third party without a breach of a duty or obligation of confidentiality; or
- d) is independently developed by a Party as proven by its written records.

32.3 This clause 32 shall survive termination for any reason of this Agreement and shall remain in force and effect from the Commencement Date of this Agreement and 5 [five] years after the termination of this Agreement. Upon termination of this Agreement, all documentation furnished to the Service Provider by Transnet pursuant to this Agreement shall be returned to Transnet including, without limitation, all corporate identity equipment including dyes, blocks, labels, advertising matter, printing matter and the like.

33 INSURANCES

- 31.1. The Service Provider shall take out comprehensive All Risk Asset insurance in respect of any assets brought onto TPT property by the Service Provider. TPT shall under no circumstances be liable for the assets of the Service Provider.
- 31.2. Without limiting the liability of the Service Provider under this Agreement, the Service Provider shall take out insurance in respect of all third party liability risks for which is prudent and required for the Service Provider to insure against, including any liability it may have as a result of its activities under this Agreement for theft, destruction, death or injury to any person and damage to property. The level of insurance will be kept under review by Transnet, on an annual basis, to ensure its adequacy, provided that any variation to the level of such insurance shall be reasonably at the discretion of the Service Provider.
- 33.1 The Service Provider shall arrange insurance with reputable insurers and will produce to Transnet evidence of the existence of the policies on an annual basis within 30 [thirty] calendar days after date of policy renewals.
- 33.2 Subject to clause 33.3 below, if the Service Provider fails to effect adequate insurance under this clause 33, it shall notify Transnet in writing as soon as it becomes aware of the reduction or

inadequate cover and Transnet may arrange or purchase such insurance on behalf of the Service Provider. The Service Provider shall promptly reimburse Transnet for any premiums paid provided such insurance protects the Service Provider's liability. Transnet assumes no responsibility for such insurance being adequate to protect all of the Service Provider's liability.

- 33.3 In the event that the Service Provider receives written notice from its insurers advising of the termination of its insurance cover referred to in clause 31.1 above or if the insurance ceases to be available upon commercially reasonable terms, the Service Provider shall immediately notify Transnet in writing of such termination and/or unavailability, whereafter either the Service Provider or Transnet may terminate this Agreement on giving the other Party not less than 30 [thirty] calendar days prior written notice to that effect.

34 LIMITATION OF LIABILITY

- 34.1 The Service Provider's liability under this clause 34 shall be in addition to any warranty or condition of any kind, express or implied by law or otherwise, relating to the Goods and Services or ancillary Services, including the quality of the Goods and Services or ancillary Services or any materials delivered pursuant to this Agreement.
- 34.2 Neither Party excludes or limits liability to the other Party for:
- a) death or personal injury caused by its negligence, [including its employees', agents' or Subcontractors' negligence]; or
 - b) fraud or theft.
- 34.3 The Service Provider shall indemnify and keep Transnet indemnified from and against liability for damage to any Transnet property [whether tangible or intangible] or any other loss, costs or damage suffered by Transnet to the extent that it results from any act of or omission by the Service Provider or its Personnel in connection with this Agreement. The Service Provider's liability arising out of this clause 34.3 shall be limited to direct damages.
- 34.4 Subject always to clauses 34.1 and 34.2 above, the liability of either the Service Provider or Transnet under or in connection with this Agreement, whether for negligence, misrepresentation, breach of contract or otherwise, for direct loss or damage arising out of each Default or series of related Defaults shall not exceed 100% [one hundred per cent] of the Fees paid under the schedule or Work Order to which the Default(s) relates.
- 34.5 Subject to clauses 34.1 to 34.4 above, in no event shall either Party be liable to the other for indirect or consequential loss or damage or including indirect or consequential loss of profits, business, revenue, goodwill or anticipated savings of an indirect nature or loss or damage incurred by the other Party as a result of third party claims.
- 34.6 If for any reason the exclusion of liability in clause 34.5 above is void or unenforceable, either Party's total liability for all loss or damage under this Agreement shall be as provided in clause 34.3 above.
- 34.7 Nothing in this clause 34 shall be taken as limiting the liability of the Parties in respect of clauses 32 [Confidentiality] and 35 [Intellectual Property Rights].

35 INTELLECTUAL PROPERTY RIGHTS

35.1 Title to Confidential Information

- a) Transnet will retain all right, title and interest in and to its Confidential Information and Background Intellectual Property and the Service Provider acknowledges that it has no claim of any nature in and to the Confidential Information and Background Intellectual Property that is proprietary to Transnet. For the avoidance of doubt all the Service Provider's Background Intellectual Property shall remain vested in the Service Provider.
- b) Transnet shall grant to the Service Provider an irrevocable, royalty free, non-exclusive licence to use Transnet's Background Intellectual Property only for the Permitted Purpose. This licence shall not permit the Service Provider to sub-license to other parties.
- c) The Service Provider shall grant to Transnet an irrevocable, royalty free, non-exclusive licence to use the Service Provider's Background Intellectual Property for the Permitted Purpose. This licence shall not permit Transnet to sub-license to other parties.
- d) The Service Provider shall grant Transnet access to the Service Provider's Background Intellectual Property on terms which shall be *bona fide* negotiated between the Parties for the purpose of commercially exploiting the Foreground Intellectual Property, to the extent that such access is required.
- e) The above shall not pertain to any software licenses procured by the Service Provider from third parties and used in the supply of the Goods and Services.

35.2 Title to Intellectual Property

- a) All right, title and interest in and to Foreground Intellectual Property prepared, conceived or developed by the Service Provider, its researchers, agents and employees shall vest in Transnet and the Service Provider acknowledges that it has no claim of any nature in and to the Foreground Intellectual Property. The Service Provider shall not at any time during or after the termination or cancellation of this Agreement dispute the validity or enforceability of such Foreground Intellectual Property, or cause to be done any act or anything contesting or in any way impairing or tending to impair any part of that right, title and interest to any of the Foreground Intellectual Property and shall not counsel or assist any person to do so.
- b) Transnet shall be entitled to seek protection in respect of the Foreground Intellectual Property anywhere in the world as it shall decide in its own absolute discretion and the Service Provider shall reasonably assist Transnet in attaining and maintaining protection of the Foreground Intellectual Property.
- c) Where the Foreground Intellectual Property was created by the Service Provider or its researchers, agents and employees and where Transnet elects not to exercise its option to seek protection or decides to discontinue the financial support of the prosecution or maintenance of any such protection, Transnet shall notify the Service Provider who shall have the right of first refusal to file or continue prosecution or maintain any such applications and to maintain any protection issuing on the Foreground Intellectual Property.
- d) No consideration shall be paid by Transnet to the Service Provider for the assignment of any Foreground Intellectual Property from the Service Provider to Transnet, over and above the sums payable in terms of this Agreement. The Service Provider undertakes to sign all documents and do all things as may be necessary to effect, record and perfect the assignment of the Foreground Intellectual Property to Transnet.

- e) Subject to anything contrary contained in this Agreement and/or the prior written consent of Transnet [which consent shall not be unreasonably withheld], the Service Provider shall under no circumstances be entitled as of right, or to claim the right, to use Transnet's Background Intellectual Property and/or Foreground Intellectual Property.

35.3 Title to Improvements

Any improvements, developments, adaptations and/or modifications to the Foreground Intellectual Property, and any and all new inventions or discoveries, based on or resulting from the use of Transnet's Background Intellectual Property and/or Confidential Information shall be exclusively owned by Transnet. The Service Provider shall disclose promptly to Transnet all such improvements, developments, adaptations and/or modifications, inventions or discoveries. The Service Provider hereby undertakes to sign all documents and do all things as may be necessary to effect, record and perfect the assignment of such improvements, developments, adaptations and/or modifications, inventions or discoveries to Transnet and the Service Provider shall reasonably assist Transnet in attaining, maintaining or documenting ownership and/or protection of the improved Foreground Intellectual Property.

35.4 Unauthorised Use of Confidential Information

The Service Provider shall not authorise any party to act on or use in any way any Confidential Information belonging to Transnet whether or not such party is aware of such Confidential Information, and shall promptly notify Transnet of the information if it becomes aware of any party so acting, and shall provide Transnet the information with such assistance as Transnet reasonably requires, at Transnet's cost and expense, to prevent such third party from so acting.

35.5 Unauthorised Use of Intellectual Property

- a) The Service Provider agrees to notify Transnet in writing of any conflicting uses of, and applications of registrations of Patents, Designs and Trade Marks or any act of infringement, unfair competition or passing off involving the Intellectual Property of Transnet of which the Service Provider acquires knowledge and Transnet shall have the right, as its own option, to proceed against any party infringing its Intellectual Property.
- b) It shall be within the sole and absolute discretion of Transnet to determine what steps shall be taken against the infringer and the Service Provider shall co-operate fully with Transnet, at Transnet's cost, in whatever measure including legal action to bring any infringement of illegal use to an end.
- c) The Service Provider shall cooperate to provide Transnet promptly with all relevant ascertainable facts.
- d) If proceedings are commenced by Transnet alone, Transnet shall be responsible for all expenses but shall be entitled to all damages or other awards arising out of such proceedings. If proceedings are commenced by both Parties, both Parties will be responsible for the expenses and both Parties shall be entitled to damages or other awards arising out of proceedings.

36 NON-WAIVER

- 36.1 Failure or neglect by either Party, at any time, to enforce any of the provisions of this Agreement, shall not in any manner be construed to be a waiver of any of that Party's rights in that regard and in terms of this Agreement.

36.2 Such failure or neglect shall not in any manner affect the continued, unaltered validity of this Agreement, or prejudice the right of that Party to institute subsequent action.

37 PARTIAL INVALIDITY

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, or shall be required to be modified, the validity, legality and enforceability of the remaining provisions shall not be affected thereby.

38 DISPUTE RESOLUTION

38.1 Should any dispute of whatsoever nature arise between the Parties concerning this Agreement, the Parties shall try to resolve the dispute by negotiation within 10 [ten] Business Days of such dispute arising.

38.2 If the dispute has not been resolved by such negotiation, either of the Parties may refer the dispute to AFSA and notify the other Party accordingly, which proceedings shall be held in Johannesburg.

38.3 Such dispute shall be finally resolved in accordance with the rules of AFSA by an arbitrator or arbitrators appointed by AFSA.

38.4 This clause constitutes an irrevocable consent by the Parties to any proceedings in terms hereof, and neither of the Parties shall be entitled to withdraw from the provisions of this clause or claim at any such proceedings that it is not bound by this clause 38.

38.5 This clause 38 is severable from the rest of this Agreement and shall remain in effect even if this Agreement is terminated for any reason.

38.6 This clause 38 shall not preclude either Party from seeking urgent relief in a court of appropriate jurisdiction, where grounds for urgency exist.

39 ADDRESSES FOR NOTICES

39.1 The Parties to this Agreement select the physical addresses and fax numbers, as detailed hereafter, as their respective addresses for giving or sending any notice provided for or required in terms of this Agreement, provided that either Party shall be entitled to substitute such other address or fax number, as may be, by written notice to the other:

a) **Transnet**

(i) For legal notices:

Attention: Group Legal Department

(ii) For commercial notices: 202 Anton Lembede Street
 Durban
 4000
 Attention:

b) **The Service Provider**

(i) For legal notices:

.....
 Attention: Group Legal Department

(ii) For commercial notices:

 Attention:

39.2 Any notice shall be addressed to a Party at its physical address, or delivered by hand, or sent by fax or email.

39.3 Any notice shall be deemed to have been given:

- a) if hand delivered, on the day of delivery;
- b) if faxed, on the date and time of sending of such fax, as evidenced by a fax confirmation printout, provided that such notice shall be confirmed by prepaid registered post on the date of dispatch of such fax, or, should no postal facilities be available on that date, on the next Business Day; or
- c) if sent by email, on the date and time received, provided that such notice shall be confirmed by prepaid registered post on the date of dispatch of such email, or, should no postal facilities be available on that date, on the next Business Day.

40 WHOLE AND ONLY AGREEMENT

40.1 The Parties hereby confirm that this Agreement constitutes the whole and only agreement between them with regard to the subject matter of this Agreement.

40.2 The Parties hereby confirm that this Agreement replaces all other agreements which exist or may have existed in any form whatsoever between them, with regard to the subject matter dealt with in this Agreement, any annexures appended hereto and the Schedule of Requirements/Work Order.

41 AMENDMENT AND CHANGE CONTROL

41.1 Any amendment or change of any nature made to this Agreement and the Schedule of Requirements thereof shall only be valid if it is in writing, signed by both Parties and added to this Agreement as an addendum hereto. In this regard a Change Notice must first be defined and issued by the requesting Party. A Change Notice Response must then be issued by responding Party. A formal approval of the Change Request will then trigger the issue of the addendum to this Agreement.

41.2 In the event the Parties cannot agree upon changes, the Parties shall in good faith seek to agree any proposed changes using the dispute resolution procedures in clause 38 [*Dispute Resolution*].

42 GENERAL

42.1 Governing Law

This Agreement is exclusively governed by and construed in accordance with the laws of the Republic of South Africa and is subject to the jurisdiction of the courts of the Republic of South Africa.

42.2 Change of Law

In this Agreement, unless the context otherwise requires, references to a statutory provision include references to that statutory provision as from time to time amended, extended or re-enacted and any regulations made under it, provided that in the event that the amendment, extension or re-enactment of any statutory provision or introduction of any new statutory provision has a material impact on the obligations of either Party, the Parties will negotiate in good faith to agree such amendments to this Agreement as may be appropriate in the circumstances. If, within a reasonable period of time, the Service Provider and Transnet cannot reach agreement on the nature of the changes required or on modification of Prices, delivery schedules, warranties, or other terms and conditions, either Party may seek to have the matter determined in accordance with clause 38 [*Dispute Resolution*] above.

42.3 Counterparts

This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Either Party may enter into this Agreement by signing any such counterpart.

43 DATABASE OF RESTRICTED SUPPLIER

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.

Thus signed by the Parties and witnessed on the following dates and at the following places:

For and on behalf of TRANSNET SOC LTD duly authorised hereto	For and on behalf of duly authorised hereto
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Date:
Place:	Place:

AS WITNESS: Name:	AS WITNESS: Name:
Signature:	Signature:

AS WITNESS: Name:	AS WITNESS: Name:
Signature:	Signature:

SCHEDULE 1 – SCHEDULE OF REQUIREMENTS

DESCRIPTION	PROVISION OF TYRE MANAGEMENT SERVICES, TYRE MAINTENANCE SERVICES, SUPPLY OF NEW INDUSTRIAL TYRES AND RE-TREADING OF INDUSTRIAL TYRES FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORTS OF RICHARDS BAY, DURBAN, EAST LONDON, NGQURA, PORT ELIZABETH, CAPE TOWN AND SALDANHA TERMINALS ON AN "AS-AND-WHEN-REQUIRED" BASIS FOR A PERIOD OF FIVE (5) YEARS.
SERVICE PROVIDER
CONTRACT NUMBER	ICLM HQ 685/TPT
DURATION
COMMENCEMENT DATE
EXPIRY DATE

With reference to the Master Agreement, Reference Number ICLM HQ 685/TPT dated , ("Contract") between Transnet SOC Ltd ("Transnet") and (the Service Provider") pursuant to which you have agreed to perform certain services for and on behalf of Transnet subject to such Contract.

The defined terms in the Contract will, unless otherwise indicated, have the same meaning in this Schedule of Requirements. In consideration of the mutual covenant and agreements contained in the Contract and in this Schedule of Requirements, it is agreed as follows:

1. Description of the Services

The scope of services to be performed by the service provider is the provision of tyre management services, tyre maintenance services, supply of new industrial tyres and re-treading of industrial tyres for Transnet SOC Ltd (reg.no 1990/000900/30) Operating as Transnet Port Terminals (hereinafter referred to as "TPT"), for the ports of Richards Bay, Durban, East London, Ngqura, Port Elizabeth, Cape Town and Saldanha terminals on an "as-and-when-required" basis for a period of five (5) years. The details for the services to be provided are as stipulated in clause 2 below.

2. Scope of Services

2.1 Deliverables

Please refer to **[Annexure A - Scope of Works]**

3. Contract Manager & Personnel to provide the Services

Transnet Contract Manager	Sian Goosen
Designation	Manager: Contract management
Operating Division	Supply chain management
Address	202 Anton Lembede Street, Durban
Telephone	
Email	Sian.Goosen@transnet.net

Service Provider's Account Manager	
Designation	
Address	
Telephone	
Email	

4. Performance Review Meetings

Contract management and performance review meetings will be held as required by Transnet's Contract Manager.

5. Fees & Disbursements

5.1 In consideration of the performance of the Services by the Service Provider pursuant to this Work Order, Transnet will pay to it an amount not exceeding R_____ (excluding/including VAT) over the contract duration.

IN WITNESS of which this Schedule of Requirements has been duly executed by the parties.

SIGNED for and on behalf of

SIGNED for and on behalf of

Transnet SOC Ltd

Signature.....

Signature.....

Name.....

Name.....

Position.....

Position.....

Date.....

Date.....

APPENDIX 1

Address for Notices

Any notice or communications between the parties to be given under this Agreement shall be deemed to have been received at the following times:

- i. by email transmission – when the sender receives confirmation of receipt;
- ii. by hand delivery - immediately upon receipt by the recipient.

Any notice or communications between the parties shall be delivered to the addresses set out below:

The Service Provider

Addressee:

Attention:

Physical Address:

Postal Address:

Transnet

Addressee:

Transnet SOC Ltd

Attention: Group Legal Counsel

Physical Address:

202 Anton Lembede Street

Durban

4000

Postal Address:

P.O. Box 10124

Marine Parade,

Durban

4056

Either party may, by a notice given in accordance with this Schedule 1, change its address for the purpose of this Schedule 1.

APPENDIX 2

Non- Disclosure Agreement

Date: 20--

I (*name*)

Of (*address*)

.....

.....

Undertake to Transnet SOC Ltd ("Transnet") that:

1. I shall keep confidential and not to disclose or make available to any third party, except with the express prior written consent of Transnet, any Confidential Information relating to Transnet business, assets, customers or staff which is disclosed to me or to which I may have access during the course of providing Services to Transnet ("my assignment"); and
2. Upon termination of my assignment, I shall return to Transnet all documents, books, discs, tapes or other records (in whatever medium) which I may have in my possession, custody or control and which are the property of Transnet, its customers, staff or agents and any copies thereof.

For the purposes of this Confidentiality Agreement, "Confidential Information" shall mean any information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs of the Transnet Group or its customers, whether in writing, conveyed orally or by machine-readable medium.

I understand that this Confidentiality Agreement shall survive the termination of my assignment.

SIGNED at _____ on _____ 20--

(*Signature*)

in the presence of:-

Witness name:

Witness Signature:

Witness address:

.....

TYRE SUPPLY AND MAINTENANCE - SERVICE LEVEL AGREEMENT

No.				TASK	PARTY		WHEN	FREQUENCY	KPI	MEASUREMENT	COMMUNICATION MODE / FORMAT	SENT TO	MEASUREMENT		
					TPT	Supplier							WEIGHT	MONTHLY RATING	WEIGHTED SCORE
1	Management of Capacity	Supply	New Tyres	Provide Quarterly rolling Forecast	X		Last week of each month	Monthly	Rolling Forecast provided timeously	Meaningful quarterly forecast provided on time	Excel spreadsheet provided in Monthly Meeting	Branch Manager	5		
				Confirm stock holding availability and capacity		X	First week of each month	Monthly	Stock holding availability and capacity confirmed timeously	Consistency of supply	Uninterrupted supply	POM	5		
				Placement of orders/blanket orders	X		At least twelve hours ahead of expected delivery or every second month for blanket orders	As and when required	Timeous, accurate and complete Purchase order provided to the supplier	0% deliveries without an official Purchase Order	Email	POM	5		
				Maintain Consignment stock levels		X	At all times	Daily	Stock levels captured on monthly stock report				5		
				Delivery of tyres		X	12 hours after receipt of PO	As and when required	Timeous delivery of tyres	100% delivery of tyres as per the Official Purchase order	Email	Branch Manager	10		
			Retreads	Placement of orders	X		At least twelve hours ahead of expected collection	As and when required	Timeous, accurate and complete Purchase order provided to the supplier	0% deliveries without an official Purchase Order	Email	POM	10		
				Supply truck retread tyres which comply with SABS 1000 Part 111 standards		X	5 - 7 working days from date of collection of tyre casings	As and when required	Tyres retreaded according to SABS standards	No tyre failures due to workmanship	Delivery note	Stores Manager	5		
				Supply OTR retread tyres which comply with SABS Part 111 standards		X	5 - 7 working days from date of collection of tyre casings	As and when required	Tyres retreaded according to SABS standards	No tyre failures due to workmanship	Delivery note	Stores Manager	5		
				Identification of tyres requiring retreading	X	X	Timeous and proper	Daily	Timeous identification of casings to be retreaded	0% scrapping before retreaded at least twice	Scrapping report	Technical Manager	10		
				Collection of identified tyres and proper sign off by authorised personnel		X	As per internal agreement	As and when required	Timeous collection and return of retreads	100% delivery of tyres as per the Official Purchase order	Scrapping report	Technical Manager	3		
		Tyre Repairs	Identification of tyres requiring Repairs / Retreads	X	X	Timeous and proper	Weekly	Timeous identification of tyres to be repaired	Damaged tyres lying idle	Scrapping report	Tech Manager	2			
			Repair of Truck tyres identified		X	As and when required	As and when required	Attend and repair within 3 hours	No repair failure	SAP/Invoices	Branch Manager	2			
			Tyre breakdown of Truck tyre report		X	Attend to repair within 3 hours from notification	As and when required	Attend and repair within 3 hours	No repair failure	SAP/Invoices	Branch Manager	2			
		Tyre Maintenance & Management	Scrapping	Provision of detailed scrap analysis report with exact reasons for scrapping of tyre/s		X	5 working days after monthend	Monthly	Identification of proper tyre management	Cost per hour - decline in cost	Graph of cost overall cost hour per terminal	Technical Manager	5		
				Properly authorised and signed off removal of tyres to be scrapped	X	X	Timeous and proper	As and when required	Within 2 days from reporting	Cost per hour - decline in cost	Graph of cost overall cost hour per terminal	Branch Manager	4		
				Provide waybill and Municipal disposal certificates for the weight of the tyres removed for scrapping		X	Timeous and proper	As and when required	Waybill provided 2 days after collection	Waybill and Municipal disposal certificates tie up	Certificates	Technical Manager	1		
				Creation of Purchase Requisition on waybill	X		Timeous and proper	As and when required	Waybill provided 2 days after collection	Waybill and Municipal disposal certificates tie up	Certificates	Technical Manager	1		
			Management Information Reports	Provide and maintain a Management Information report		X	5 working days after monthend	Monthly	Effective management of tyres	Improved total cost of ownership	Reports	Technical Manager/ POM	3		
			Tyre inflation	Daily inflation reports		X	Daily	Weekly	Improvement in wear pattern	No down time due to quality workmanship	Reports	All	2		
			2	Invoicing & Payment	Invoicing	Provide detailed invoice/s at agreed rates stating the order number/s with all supporting documentation for all activities undertaken to execute agreed services		X	As and when required	As and when required	Invoicing for services rendered	Timeous and accurate invoicing for services delivered	Invoice/Statements	Financial Manager	5
Payment	Receive and check documentation, arrange electronic payment and advise Supplier via remittance advice of payment details	X				30 days from date of statement	Monthly	Timeous payment for services received	No outstanding amounts in excess of 60 days	Invoice/Statements	Branch Manager	10			
Legends : 1 = Poor				2 = Acceptable	3 = Good	4 = Excellent					TOTAL	100		0	

SIGNED for and on behalf of:
Name:
Designation:
Signature:
Date:

GENERAL BID CONDITIONS

[October 2021]

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1 DEFINITIONS

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

- 1.1 **Bid** shall mean a Respondent's tendered response / proposal to a Transnet RFP or RFQ;
- 1.2 **Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;
- 1.3 **Business Day** shall mean any day other than a Saturday, Sunday or public holiday;
- 1.4 **Goods** shall mean the goods required by Transnet as specified in its Bid Document;
- 1.5 **Parties** shall mean Transnet and the Respondents to a Bid Document;
- 1.6 **Respondent(s)** shall mean a respondent/bidder to a Bid Document;
- 1.7 **RFP** shall mean Request for Proposal;
- 1.8 **RFQ** shall mean Request for Quotation;
- 1.9 **RFX** shall mean RFP or RFQ, as the case may be;
- 1.10 **Services** shall mean the services required by Transnet as specified in its Bid Document;
- 1.11 **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 their Bid submissions legibly in non-erasable ink.
- 3.3 Bids shall be delivered in a sealed envelope in accordance with the instructions indicated in the Bid Documents with the Bid number and subject marked on the front of the envelope.
- 3.4 The Respondent's return address must be stated on the reverse side of the sealed envelope.

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

- 5.1 A non-refundable fee may be charged for Bid Documents, depending on the administrative cost of preparing and issuing the Bid Document provided the Bid Documents are also made available free of charge on the National Treasury eTender Publication Portal.

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 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 Chairperson of the relevant Bid Preparation and Evaluation Committee.

10 UNAUTHORISED COMMUNICATION ABOUT BIDS

Where Bids are submitted to the Chairperson of the relevant Bid Preparation and Evaluation Committee, Respondents may at any time communicate with the Secretary on any matter relating to its Bid but, in the absence of written authority from the Secretary, 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

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

15 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES

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

16 EXCHANGE AND REMITTANCE

- 16.1 The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the 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 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 Service Provider shall adhere to the Terms and Conditions of Contract (MSA) 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 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 24.1 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 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 Service Provider in relation to the conditions of this clause 244 will be for the account of the 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 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 DELETION OF ITEMS EXCLUDED FROM BID

The Respondent must delete items for which it has not tendered or for which the price has been included elsewhere in its Bid.

29 VALUE-ADDED TAX

- 29.1 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.
- 29.2 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.

30 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT

- 30.1 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 30.1 (a) above. Failure to comply with clause 30.1 (a) above may preclude a Bid from further consideration.

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

30.2 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 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.

31 CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS

31.1 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.

31.2 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 Service Provider may be required to submit periodical progress reports with regard to the delivery of the Services.
- c) Emergency Demands as and when required

If, due to unforeseen circumstances, supplies of the Services covered by the Bid are required at short notice for immediate delivery, the 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.

32 PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS

32.1 Copyright

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

32.2 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 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.

32.3 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.

32.4 Foreign specifications

The Respondent quoting for 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.

33 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS

33.1 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.

33.2 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.

33.3 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.

33.4 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*.

33.5 If payment is to be made in South Africa, the foreign 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 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.

33.6 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.

34 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.

35 CONFLICT WITH ISSUED RFX DOCUMENT

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

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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")

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.

In order to achieve these goals, Transnet and the Bidder hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Bidder'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 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 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 underpricing 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 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 with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Bidders the same information and will not provide to any Bidders confidential / additional information through which the Bidders 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 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 participating in the bidding process.

3 OBLIGATIONS OF THE BIDDER

- 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 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 commits to the following:
- a) The Bidder 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 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 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 further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Bidder will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Bidders. 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 will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Bidder 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 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 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 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 or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Bidder 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 will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3.10 The Bidder 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 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 into question, Transnet may reject the Bidder's application from the registration or bidding process and remove the Bidder from its database, if already registered.
- 5.2 If the Bidder 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 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 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 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 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 database or any bidding process.
- 7.2 If it is found to be that the Bidder made an incorrect statement on this subject, the Bidder 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 from the bidding process or call off the pre-contract negotiations without giving any compensation to the Bidder. However, the proceedings with the other Bidders may continue;
 - b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Bidder;

- 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, in order to recover the payments, already made by Transnet, along with interest;
- e) Cancel all or any other contracts with the Bidder;
- f) Exclude the Bidder from entering into any bid with Transnet and other organs of state in future for a specified period; and
- g) If the Bidder 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 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 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:
- 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 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.

10 DISPUTE RESOLUTION

- 10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Bidders. When a dispute arises between Transnet and its Bidder, 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 be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Bidders to report this behaviour directly to a senior Transnet official / employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

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NON DISCLOSURE AGREEMENT

[April 2020]

THIS AGREEMENT is made between

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

whose registered office is at 202 Anton Lembede street, Durban,

and

[the Company as indicated in the RFP bid response hereto]

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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

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

2. CONFIDENTIAL INFORMATION

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

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

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

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ANNEXURE H

CHECKLIST

Description	Comply Yes/No
1. Is the service provider within the 50 km radius.	
2. Are the bidder's premises Industrial or Residential?, if bidder's premises are residential, bidder will be disqualified	
3. Verification of calibration certificates	
4. Will the bidder's premises be able to hold TPT's stock level	
5. Verify bidder's vehicles as submitted in the bid	
6. Tyre Management System	
i. Tyre Pressure data – all tyres to be checked daily and tyre pressure corrected accordingly. If there are factors causing tyres to keep losing pressure, this must be rectified by stripping the tyre off the rim and, identifying the root cause of the leak and rectifying it accordingly	
ii. Record of Tread Depth data per tyre brand & graphs showing trends and time left before re-treading.	
iii. Record of tyre tread uneven wear pattern and corrective actions recommended.	
iv. Record of all tyres where tread depth has run too low for re-treading	
v. Record of tyre wear graphs trend analysis to assist with replacement planning	
vi. List of new tyres supplied and associated cost, as well as stock list for New Tyres available at the Service Provider warehouse to be submitted on a weekly basis cost	
vii. Record of new tyre replaced, per equipment type, date of replacement, kilometers and/or hour reading at the time of replacement.	
viii. Spread sheet showing operational based tyre cost per (hour/km) and tyre replacement forecast based on thread left or tyre condition.	

Transnet SOC Ltd
Registration Number
1990/000900/30

138 Eloff Street
Braamfontein
JOHANNESBURG
2000

P.O. Box 72501
Parkview, Johannesburg
South Africa, 2122

Directors: Dr PS Molefe (Chairperson) PPJ Derby* (Group Chief Executive) UN Fikelepi ME Letlape DC Matshoga Prof FS Mufamadi AP Ramabulana GT Ramphaka LL von Zeuner
NS Dlamini* (Group Chief Financial Officer)

*Executive

Interim Group Company Secretary: Ms S Bopape

www.transnet.net

"This letterhead contains personal information as defined in the Protection of Personal Information Act, No. 4 of 2013 (the "Act"). The signatory consents to the processing of his/ her personal information and is obliged to handle other data subject's information in accordance with the requirements of the Act".

TRANSNET HAS A 'ZERO GIFTS' POLICY. NO EMPLOYEE IS ALLOWED TO ACCEPT GIFTS, FAVOURS OR BENEFITS

ix.	List of damaged tyres and the type of damage (side wall, penetration, etc.)	
x.	Scrapped Tyre data & graphs trend Analysis	
xi.	Record of nut tightening Torque setting per various type equipment. The torque status for every stud/nut to be checked monthly	
xii.	Stock List for New Tyres Available at the Service Provider warehouse to be submitted on a weekly basis	
i.	Stock List of Re-treaded/repared tyres per size and equipment type with comments	

FOR THE PROVISION OF TYRE MANAGEMENT SERVICES, TYRE MAINTENANCE SERVICES, SUPPLY OF NEW INDUSTRIAL TYRES AND RE-TREADING OF INDUSTRIAL TYRES FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORTS OF RICHARDS BAY, DURBAN, EAST LONDON, NGQURA, PORT ELIZABETH, CAPE TOWN AND SALDANHA TERMINALS ON AN "AS-AND-WHEN-REQUIRED" BASIS FOR A PERIOD OF FIVE (5) YEARS.

Industrial Tyres	Annexure I	Essential Returnable
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Note to Bidder: Confirm the following essential criteria that will be used as an Objective Criteria

PROXIMITY TO PORT TERMINALS TENDERED FOR

Region	Terminals	Physical address of offices that will service the specific Port tendered for.	proximity to terminals ("km")
Kzn Region	Durban Container Terminal – Pier 1		
	Durban Container Terminal – Pier 2		
	Maydon Wharf		
	Roro (Point)		
	Richard Bay MPT		
Eastern Cape Region	Port Elizabeth		
	East London		
	Ngqura		
Cape Town Region	Cape Town Container Terminal		
	Cape Town MPT		
	Saldanha MPT		

Provide proof of

- (1) Bidders are required to be within a 50km radius of all the terminals within the region they are bidding for. Bidders MUST submit a lease agreement/intension to lease for the main bidder or the subcontractor.**
- (2) Bidders may ONLY submit the letter of intent for the Port of Saldanha, Richards Bay and East London, bidders MUST submit a lease agreement for all other terminals.**

ICLM HQ 685/TPT

FOR THE PROVISION OF TYRE MANAGEMENT SERVICES, TYRE MAINTENANCE SERVICES, SUPPLY OF NEW INDUSTRIAL TYRES AND RE-TREADING OF INDUSTRIAL TYRES FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), FOR THE PORTS OF RICHARDS BAY, DURBAN, EAST LONDON, NGQURA, PORT ELIZABETH, CAPE TOWN AND SALDANHA TERMINALS ON AN "AS-AND-WHEN-REQUIRED" BASIS FOR A PERIOD OF FIVE (5) YEARS.

Signed _____

Date _____

Name _____

Position _____

Tenderer: _____

NB:

- **Please attach evidence as stated above.**
- **The geographic Location will be confirmed via google map and during site visit.**
- **In cases where multiple Port Terminals are bid for, Bidders must ensure that all relevant details, i.e. physical addresses, etc. for each Terminal MUST be provided.**
- **Bidder may NOT bid for parts of the terminals within a Region. Bidders must bid for all terminals within their region (s) of interest. Transnet will not consider a bidder that does not comply with this requirement.**



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DEPARTMENT OF ENVIRONMENTAL AFFAIRS

NO. 1064

29 SEPTEMBER 2017

**NATIONAL ENVIRONMENTAL MANAGEMENT: WASTE ACT, 2008
(ACT NO. 59 OF 2008)**

WASTE TYRE REGULATIONS, 2017

I, Bomo Edith Edna Molewa, Minister of Environmental Affairs, hereby make the Waste Tyre Regulations, under section 69(1)(b), (e) and (ee) of the National Environmental Management: Waste Act, 2008, in the Schedule hereto.



**BOMO EDITH EDNA MOLEWA
MINISTER OF ENVIRONMENTAL AFFAIRS**

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PART 1

INTERPRETATION, PURPOSE AND APPLICATION OF REGULATIONS

1. Definitions

In these Regulations any word or expression to which a meaning has been assigned in the Act bears that meaning, and unless the context otherwise indicates—

“collection points” means areas of business from which waste tyres derived, or a commercial area where waste tyres may be collected including, but not limited to, mines, farms and tyre dealers;

“load index” means the international code imprinted on the side of a tyre that indicates the load, or weight, that the tyre can carry at its maximum design pressure;

“micro-collector” means an individual from the informal sector that collects waste tyres;

“part worn tyre” means a used tyre, which can be safely returned to its original intended use, and which, after being retreaded, is not of such nature and condition that it is not suitable to be fitted on a vehicle that operates on a public road in accordance to the National Road Traffic Act, 1996 (Act No. 93 of 1996) or the regulations made in terms of that Act;

“pre-processing” means pre-treatment of waste tyres to make the waste tyres suitable for transportation or for a specified treatment or processing option. Pre-processing includes sorting, baling, cutting (downsizing), shredding or debanding;

“retreadable casing” means the structural part of a used tyre that may or may not have residual tread depth for further road use and when subjected to inspection of the structural soundness of the casing, can be reprocessed by vulcanising new tread to the casing and can then be safely returned to its original intended use;

“register with the Bureau” means the submission of information by a person to the Bureau in order for the particulars of that person to be recorded in its database for the purpose of the administration of these Regulations;

“the Act” means the National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008), as amended;

“tyre” means a continuous covering made of natural rubber or synthetic rubber or a combination of natural and synthetic rubber encircling a wheel, whether new, used or retreaded, excluding tyres from monocycles, bicycles and tricycles;

“tyre dealer” means any person or entity that distributes, or otherwise deals commercially, in tyres;

“tyre producer” means any person or institution engaged in the commercial manufacture or import of tyres and retreadable casings, and the import of vehicles fitted with tyres for distribution in South Africa;

“vehicle” means any motorized or towed mode of transport or implement fitted with tyres;

“waste tyre” means-

- (a) a new;
- (b) used;
- (c) retreaded; or
- (d) unroadworthy,

tyre not suitable to be retreaded, repaired, or sold as a part worn tyre and not fit for its original intended use;

“waste tyre management plan” means-

- (a) the Integrated Industry Waste Tyre Management Plan of the Recycling and Economic Development Initiative of South Africa, published in Government Notice No. 988, Gazette No. 35927 of 30 November 2012 and approved by the Minister; or
- (b) an industry waste management plan for the waste stream of waste tyres as contemplated in section 28 or 29 of the Act, which has been approved by the Minister and published in the *Gazette*;

“waste tyre storage site or depot” means a facility that is used for the temporary storage of waste tyres;

“waste tyre stockpile abatement plan” means a plan, prepared by a person or entity who had a waste tyre stockpile prior to 30 November 2012, indicating the manner and timeframe in which the stockpile will be removed;

“waste tyre stockpile” means a site on which predominantly waste tyres of any form are stored and have been stored continuously for a period greater than two years, and which covers an area greater than 500m², but excludes a waste disposal facility;

“waste tyre stockpile owner” means the owner, possessor or person in control of the waste tyre stockpile or the waste tyres therein;

“waste tyre processor” means a person or facility that is engaged in the commercial re-use, recycling or recovery of waste tyres; and

“waste tyre transporter” means any person who conveys or transfers waste tyres between any of the following facilities: a producer, a tyre dealer, a waste tyre storage site, a depot or collection points where waste tyres may be collected or waste tyre processors.

2. Purpose of Regulations

The purpose of these Regulations is to regulate the management of waste tyres.

3. Application of Regulations

These Regulations apply uniformly in all provinces of the Republic of South Africa.

PART 2**PROHIBITIONS AND REGISTRATION****4. Prohibitions**

No person may-

- (a) manage waste tyres in a manner which does not comply with these Regulations;
- (b) recover or dispose of a waste tyre in a manner that is likely to cause pollution of the environment or harm to health and well-being;
- (c) dispose of a waste tyre at a waste disposal facility;
- (d) recover any financial contribution in terms of a waste tyre management plan from a subscriber to the plan, unless authorised by law; or
- (e) export waste tyres in whatever form unless the exportation of such waste tyres is authorised by the Minister in writing.

5. Registration

(1) The following persons must register with the Bureau, in a format specified by the Bureau, within 90 days after the commencement of these Regulations:

- (a) A tyre producer not registered in terms of the repealed regulations as contemplated in regulation 13(a);
- (b) A tyre dealer;
- (c) A person in control of a collection point where waste tyres may be collected;
- (d) A waste tyre stockpile owner;
- (e) A waste tyre processor;
- (f) An owner or operator waste tyre pre-processing facility;
- (g) A depot owner or operator;
- (h) A micro-collector of waste tyres;
- (i) A waste transporter; and
- (j) An owner or operator of a waste tyre storage site.

PART 2**DUTIES OF TYRE DEALERS****6. Duties of tyre dealers**

(1) A tyre dealer must classify any used tyre in his or her possession or control as either a part worn tyre or a retreadable casing and any used tyre not falling into either of these categories must be classified as a waste tyre.

(2) A tyre dealer must mutilate or cause all waste tyres with a load index of 121 or less in his or her possession or control, or must cause such waste tyres to be mutilated, which includes, but is not limited to-

- (a) the cutting of the bead of a waste tyre in two places;
- (b) punching a hole with a minimum diameter of 50mm in the sidewall; or
- (c) making a cut of at least 100mm in the sidewall.

(3) A tyre dealer must manage all waste tyres in his or her possession or control, or cause such waste tyres to be managed in accordance with a waste tyre management plan, or by direction of the Bureau contemplated in regulation 12(1)(b).

PART 3**WASTE TYRE STOCKPILE ABATEMENT PLAN****7. Submission and contents of a waste tyre stockpile abatement plan**

(1) A waste tyre stockpile owner, who owned a waste tyre stockpile prior to 30 November 2012 and who had not already submitted a waste tyre stockpile abatement plan in terms of the repealed regulations contemplated in regulation 13(a), must within 120 days of the date of the commencement of these Regulations, submit such a plan to the Minister for approval.

(2) A waste tyre stockpile owner may not add to the stockpile after the commencement of these Regulations.

(3) A waste tyre stockpile abatement plan must at least:

- (a) provide the name and where applicable the registration number of the company, closed corporation or trust of the owner of the waste tyre stockpile;
- (b) provide the physical address of the location of the waste tyre stockpile;
- (c) provide the physical and postal address of the waste tyre stockpile owner;
- (d) provide an estimation of the number of waste tyres stored within the waste tyre stockpile, including the square area of the footprint of the stockpile;

- (e) provide the current fire prevention measures in place;
- (f) provide a plan of the stockpiles site, locating the waste tyre piles on site, indicating distances between the piles, height of the piles, distance to the fence line, access points, water points, the location of offices or buildings, powerline, vegetation and providing any other information that is relevant to the waste tyre stockpile;
- (g) provide a proposal and timeframe for eliminating the waste tyre stockpile;
- (h) identify the waste tyre management plan into which the tyres will be accepted or the waste tyre processor who will accept the waste tyres;
- (i) provide a budget and funding sources for eliminating the waste tyre stockpile;
- (j) be accompanied by copies of agreements with waste tyre management plans or waste tyre processors, which indicate their acceptance of the waste tyres and of the financial arrangements made; and
- (k) meet the storage requirements contemplated in regulation 10.

8. Notification of a waste tyre stockpile abatement plan

(1) Any person producing a waste tyre stockpile abatement plan in terms of regulation 8(1) must take appropriate steps to bring the contents of a proposed waste tyre stockpile abatement plan to the attention of relevant organs of state, interested and affected parties and must call for comments to the plan.

(2) Any comments submitted in respect of a waste tyre stockpile abatement plan must be considered by the person responsible for preparing the plan, and a copy of all comments and responses must be submitted to the Minister, together with the plan.

9. Consideration of a waste tyre stockpile abatement plan

(1) The Minister on receipt of a waste tyre stockpile abatement plan-

- (a) may require additional information to be furnished and a revised plan to be submitted within a timeframe indicated by the Minister; and
- (b) must, after incorporation of any comments, review the revised waste tyre stockpile abatement plan and approve it with or without conditions, or reject the waste tyre stockpile abatement plan with reasons and with a timeframe for resubmission.

(2) A waste tyre stockpile abatement plan that has been rejected in terms of sub-regulation (1)(b) must be amended and resubmitted to the Minister within the timeframe indicated by the Minister.

(3) The Minister may refuse to consider a waste tyre stockpile abatement plan-

- (a) if resubmitted more than once; or

- (b) after failure to resubmit the amended waste tyre stockpile abatement plan within the specified timeframe.
- (4) An approval in terms of sub-regulation (1)(b) must at least specify the period for which the approval is issued, which period may be extended by the Minister.
- (5) Any person producing a waste tyre stockpile abatement plan in terms of regulation 8(1) must submit an annual audit report to the Minister prepared by an external auditor commissioned at own expense to audit compliance with the plan.
- (6) Once the waste tyre stockpile abatement plan has been approved it is an offence not to comply with the plan.

PART 5

STORAGE OF WASTE TYRES

10. Storage of waste tyres

- (1) The waste tyre storage area for a tyre dealer shall not exceed 500m².
- (2) Any other waste tyre storage area must not exceed 30 000m².
- (3) A waste tyre storage plan must be developed by the waste tyre processor and the waste tyre storage site owner.
- (4) The waste tyre storage plan must be-
 - (a) submitted to the relevant Chief Fire Officer of the municipality for endorsement;
 - (b) available on site at all times;
 - (c) made available on request to an official of the national or provincial department responsible for environmental affairs, or of the municipality.
- (5) If the Chief Fire Officer referred to in sub-regulation (4) has not made a decision within 60 days of receipt of the request for endorsement, the waste tyre storage plan must be regarded as having been endorsed by him or her, subject to providing proof of submission to the Chief Fire Officer by the person responsible for the waste tyre storage plan.
- (6) The site on which waste tyres are stored must meet the following minimum requirements-
 - (a) clearly visible signs with operating hours, contact details and site regulations must be posted near the entrance to the facility;
 - (b) a security attendant trained in fire prevention must be on site at all times;
 - (c) the site manager must be on site at all times when the facility is open;

- (d) a person designated to manage the site must ensure the site is secured and no unauthorized person can access the site;
 - (e) no single pile of waste tyres may exceed a height of 3 metres, a length of 20 metres and a width of 10 metres;
 - (f) all interior firebreaks between piles of waste tyres must be at least five metres wide;
 - (g) the site must be flat and hard packed;
 - (h) the site must make provision for storm water management;
 - (i) the edges of the piles must be at least 8 metres from the perimeter fence, and any buildings, and the area between the piles and the fence and buildings must be clear of debris and vegetation;
 - (j) all firebreaks must be at least 8 metres wide; and
 - (k) waste tyre piles may not be located within 8 metres of a powerline.
- (7) Waste tyres must not be stored in a manner which impact or pose a significant environmental risk to any sensitive environment.

PART 6

GENERAL

11. Offences and penalties

- (1) A person is guilty of an offence if that person contravenes or fails to comply with-
- (a) a provision of regulations 4, 5, 6, 7(1)–(2), 9(5), 9(6), 10(1)–(4), (6), and (7); or
 - (b) a waste tyre management plan; or
 - (c) a waste tyre stockpile abatement plan; or
 - (d) a written instruction in terms of regulation 12(1)(b).
- (2) A person is liable on conviction of an offence in terms of sub-regulation (1) to-
- (a) imprisonment for a period not exceeding 15 years;
 - (b) an appropriate fine; or
 - (c) both such fine and imprisonment.

12. Transitional arrangements in the event that a waste tyre management plan expires, be withdrawn or be terminated

(1) In the event that a waste tyre management plan expires, be withdrawn or be terminated for any reason whatsoever and at the time there exists no other industry waste management plan in terms of section 28 or 29 of the Act for the same or substantially the same waste stream—

- (a) the Bureau shall be responsible to facilitate, supervise and control the management of waste tyres for the interim until a new industry waste tyre management plan is approved in terms of section 28 or 29 of the Act;
- (b) the Bureau may, in accordance with the provisions of these Regulations, issue instructions in writing for the management of waste tyres on such terms and conditions, which instruction must be complied with within the time frame stated in such instruction;
- (c) all participants that were registered with the waste tyre management plan upon the expiry, withdrawal or termination thereof, shall in the interim register with the Bureau.

(2) From the date of registration with the Bureau, all tyre producers must on a quarterly basis, at the same time that their declarations are submitted to the South African Revenue Service, submit to the Bureau the very same declaration in respect of the quantity of tyres produced or imported.

(3) The Bureau must establish a waste tyre forum with all affected industry to deal with governance and operational matters pertaining to the management of waste tyres during the interim until a new industry waste tyre management plan is approved in terms of section 28 or 29 of the Act.

13. Repeal of regulations

The following regulations are hereby repealed:

- (a) Waste Tyre Regulations, 2009, published under Government Notice No. R149 in *Government Gazette* No. 31901 of 13 February 2009;
- (b) The amendment to the Waste Tyre Regulations, 2009, published in Government Notice No. 1493, *Government Gazette* No. 40470 of 2 December 2016.

14. Short title and commencement

These Regulations shall be called the Waste Tyre Regulations, 2017 and take effect immediately upon publication in the *Government Gazette*.

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Siraj Rizvi (012) 748-6380 (Siraj.Rizvi@gpw.gov.za)

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ANNEXURE K: OBJECTIVE CRITERIA

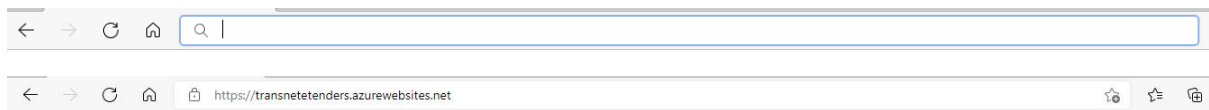
THE PROVISION AND SUPPLY OF NEW INDUSTRIAL TYRES, RIMS AND TUBES, RETREADING OF INDUSTRIAL TYRES, MAINTENANCE SERVICES, TYRE MANAGEMENT SERVICES, RETREADING AND SCRAPPING SERVICES FOR TRANSNET PORT TERMINALS, FOR THE PORTS OF RICHARDS BAY, DURBAN, SALDANHA, NGQURA, PORT ELIZABETH, EAST LONDON AND CAPE TOWN ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF FIVE (5) YEARS

Objective criteria

Description	Scoring principal
Geographic location: Provide evidence that the Bidder's premises are closer to all Transnet Port Terminals per region. Bidders may only submit the letter of intent for the Port of Saldanha, Richards Bay and East London.	Geographic location of the bidder (proof of ownership of workshop / lease agreement) that is at 50km within the proximity of all Transnet Port Terminals per Region. Bidders may only submit the letter of intent for the Port of Saldanha, Richards Bay and East London.
Tyre management requirements: The Bidder / Agent to provide an Electronic Tyre management system that can provide the tyre performance management solution, tyre threads & pressure [as per SOW Tyre management 5.1(a)].	Proof of ownership of the system or contract agreement from the OEM. Historical data of Electronical Tyre management system that can provide: 1) Tyre performance 2) Detect wear patterns & wheel alignment 3) Software that will send reports immediately as they are captured from the machine, to the Line manager that is responsible for the Rubber tyres equipment.




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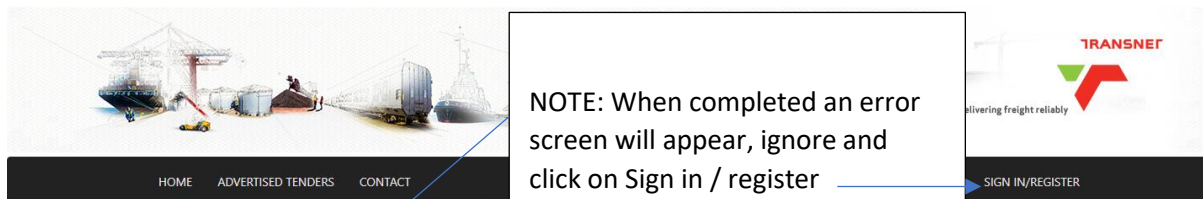
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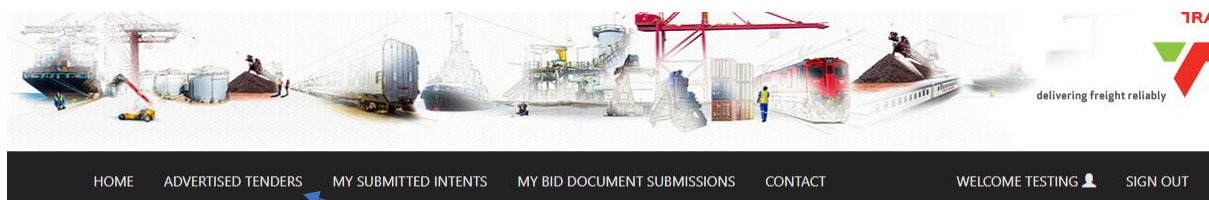
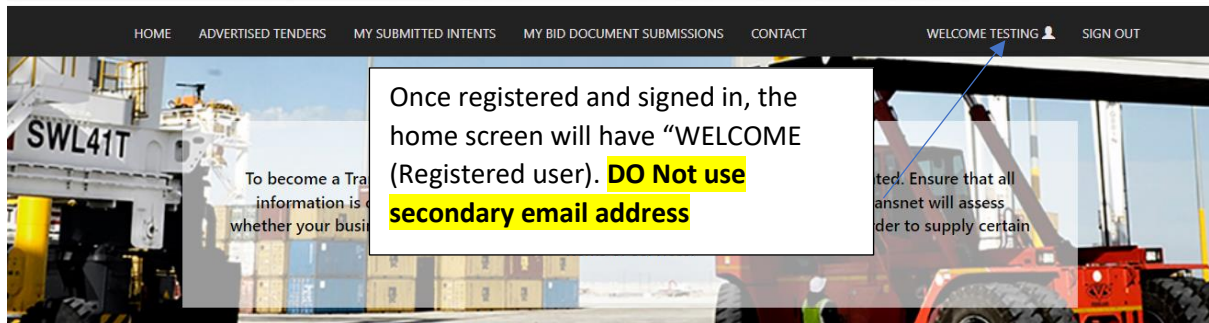
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Tender Invitation For Tender Ref # TE/2022/04/0697/RFQ

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To: noreply@transnet.net
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Dear Suppliers,
You have been invited to bid and respond to the following tender:

Name Of Tender : TE22-SRX-1FG-02068
Description : STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
Tender Number : TE/2022/04/0697/RFQ

Access to this tender will be granted by using this email when you sign up/sign in. To access the tender information, please click on the link below.

Kind Regards,
Transnet eTenders

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TCC/2021/11/0031/RFQ	For the supply and installation of an air compressor	For the supply and installation of an air compressor for indoor shooting range that operates the laser system and supply air to air guns utilised during training and conduct maintenance on air supply system and hoses.		12/10/2021 12:00:00 PM	Closed	View Details
TFR/2021/12/0014/RFQ	ELECTRICAL MATERIAL (CABLES)	SUPPLY AND DELIVERY OF ELECTRICAL MATERIAL (CABLES) FOR A ONCE OFF PERIOD		12/13/2021 4:00:00 PM	Closed	View Details
TFR/2021/12/0017/RFQ	CRAC_JHB_36509.	FOR THE SUPPLY AND DELIVERY OF HIGH BACK CHAIRS FOR CTC OFFICES IN CENTRAL, EASTERN AND WESTERN REGIONS, FOR A ONCE OFF PERIOD.		12/14/2021 10:00:00 AM	Closed	View Details
TFR/2021/12/0015/RFQ	CRAC-JHB-36313	FOR THE SUPPLY AND DELIVERY OF VARIOUS CLAMPS, TERMINAL LUGS, DROPPER CLIPS AND		1/13/2022 12:00:00	Closed	View Details

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TE/2022/04/0450/RFQ	VALVE:L-1 LOAD DET,WAGONS AIRBRAKE	VALVE:L-1 LOAD DET,WAGONS AIRBRAKE-062101802 VALVE; TYPE: L-1 LOAD DETECTOR, MEDIA FOR WHICH DESIGNED: WAGONS AIRBRAKE, CONNECTION TYPE: FLANGE, SPECIAL FEATURES: BLUE, WITHOUT PIPE BRACKET; SIMILAR ITEM: 062004338		4/8/2022 10:00:00 AM	Open	View Details
TE/2022/04/0494/RFQ	GEAR OIL	OIL, GEAR TYPE SYNTHETIC BRAND NAME MOBILGEAR SHC SERIES GRADE SCH 6800 VISCOSITY RATING 220 TO 320 FLASH POINT 234 DEG C COLOR ORANGE CONTAINER TYPE SACHET 250 G CONTAINER CAPACITY 14 KG FOR USE ON; 39-200 GM, 15E AND 19E LOCOMOTIVES		4/8/2022 10:00:00 AM	Open	View Details
TE/2022/04/0495/RFQ	SUPPLY OF CORROSION (NALCOOL) - APPROVED	ITEM NUMBER - 077807563 INHIBITOR, CORROSION; TYPE: COOL-C18, COLOR: RED,		4/8/2022 10:00:00	Open	View Details



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TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00 AM	Open	View Details

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Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00	Open	View Details

When the tender has been identified, click on "View Details"

TRANSNET ETENDER PORTAL GUIDE

When the “View Details” has been selected, the following screen will be displayed where the attachments can be viewed or downloaded.

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TENDER DETAILS

Tender Details

Tender Reference Number TE/2022/04/0697/RFQ

Name Of Tender TE22-SRX-1FG-02068

Description STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

Tender Type RFQ

Contact Person Charl du Preez Transnet Engineering SLR

Contact Person Email Address Charl.duPreez@transnet.net

Date Published 4/7/2022 3:51:47 PM

Closing Date 4/13/2022 10:00:00 AM

Briefing Date And Time

Briefing Details

Location Of Service Coaches, Salt River

Briefing Session

Closing Date 4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract f
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068,

Log An Intent To Bid

☐

If interested to bid, on the same page there an option to select: Log an Intent to Bid. Once selected, an option will appear to “Submit Intent” or “Cancel”. Click on Submit Intent

Tender Details

Tender Reference Number TE/2022/04/0697/RFQ

Name Of Tender TE22-SRX-1FG-02068

Description STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

Tender Type RFQ

Contact Person Charl du Preez Transnet Engineering SLR

Contact Person Email Address Charl.duPreez@transnet.net

Date Published 4/7/2022 3:51:47 PM

Closing Date 4/13/2022 10:00:00 AM

Briefing Date And Time

Briefing Details

Location Of Service Coaches, Salt River

Name Of Institution TE

Tender Category Goods

Tender Status Open

Briefing Session

Closing Date 4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract f
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068,

Log An Intent To Bid

☒

Tender Details

Tender Reference Number

Name Of Tender

Description

Tender Type RFQ

Contact Person Charl du Preez Transnet Engineering SLR

Contact Person Email Address Charl.duPreez@transnet.net

Date Published 4/7/2022 3:51:47 PM

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Briefing Details

Location Of Service

Name Of Institution

Tender Category

Tender Status

Intent to Bid

Your request to log an intent to bid has been successfully submitted.

[Close](#)

When the “Submit Intent” is selected, a message will appear to indicate that the request was successfully submitted. Click on close and wait for the next screen.

Briefing Session

Closing Date 4/13/2022 10:00:00 AM


Attachments


- 2.14 Standard Terms and Conditions of Contract for
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068.pdf

Log An Intent To Bid

☒

[Submit Intent](#) [Cancel](#)





delivering freight reliably

HOME
ADVERTISED TENDERS
MY SUBMITTED INTENTS
MY BID DOCUMENT SUBMISSIONS
CONTACT
WELCOME TESTING
SIGN OUT

MY SUBMISSION INTENTS

Show 10 entries

Tender Reference Number	Name	Description Of Tender	Briefing Session Date	Closing Date	View Details
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00 AM	View Details

Showing 1 to 1 of 1 entries

Previous 1 Next

The screen should be updated and load the “MY SUBMITTED INTENTS”. To proceed to capturing your bid documents, click on “View Details”



The Submission Intent Details page will be displayed with 2 tabs on the left. Refer to the **YELLOW** highlighted sections.

Tender Summary **Ask For Clarity**

TE22-SRX-1FG-02068
TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

Submit Tender Documents

Briefing Session

Closing Date
4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract f
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf

Submission Intent Details

Tender Summary **Ask For Clarity**

Please email drawing

No Response From Transnet

Submit queries below

Submit All Questions **Cancel**

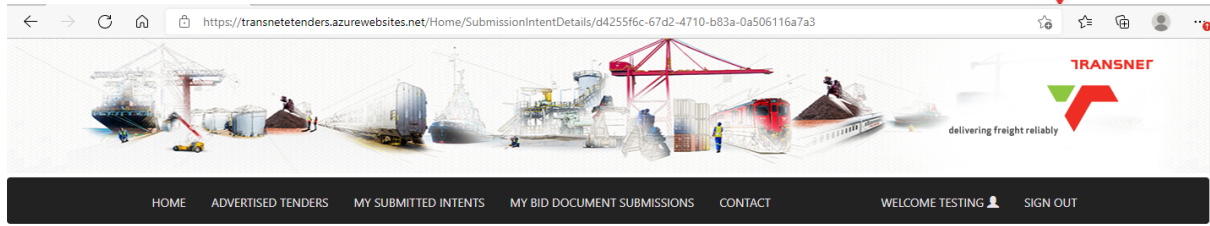
Briefing Session

Closing Date
4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract 1

By selecting the "Ask for Clarity", a bidder may request for further clarity with regards to drawings or specification. The clicking on the "Submit All Questions". The response from the Transnet representative will also be reflected on this page.



SUBMISSION INTENT DETAILS

Tender Summary

Ask For Clarity

Submit Tender Documents

Briefing Session

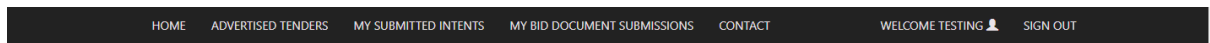
Closing Date

4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract f
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068,

When the bidder has completed the returnable documents and scanned to their PC/Laptop, the next step would be to upload the documents. Click on “Submit Tender Documents”



BID DOCUMENT SUBMISSION

TE22-SRX-1FG-02068

Closing Date: 4/13/2022 10:00:00 AM

TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

The page will be updated to “BID DOCUMENT SUBMISSION”, with option to “Choose Files”. Note the tabs for Mandatory, Essential, Non Essential and Other where different documents can be uploaded. Click on “Choose Files”

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

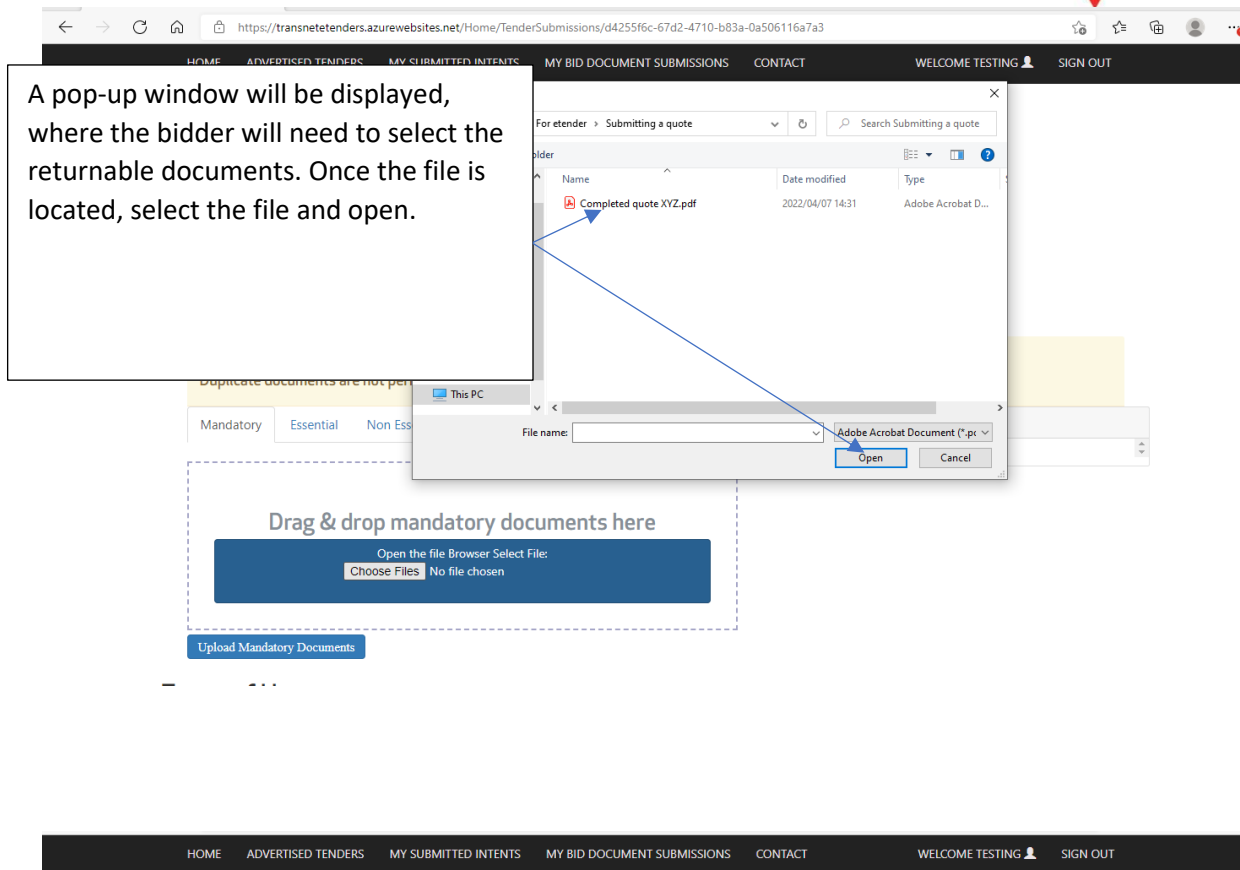
Uploaded Documents
No files uploaded.

Drag & drop mandatory documents here

Open the file Browser Select File:
Choose Files No file chosen

Upload Mandatory Documents

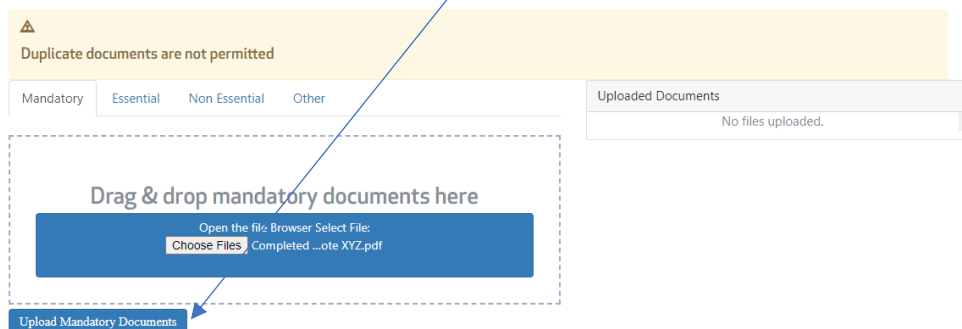
Terms of Use



BID DOCUMENT SUBMISSION

TE22-SRX-IFG-02068
Closing Date: 4/13/2022 10:00:00 AM
TE/2022/04/0697/RFQ
STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

When the file has been successfully transferred, select "Upload Mandatory [or tab name] Documents"



TRANSNET ETENDER PORTAL GUIDE

TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

The “Uploaded Documents” section will be updated to confirm that the document was uploaded, then click on “Submit Bid”

⚠ Duplicate documents are not permitted

Mandatory **Essential** Non Essential Other

Drag & drop mandatory documents here

Open the file Browser Select File:
Choose Files No file chosen

Upload Mandatory Documents

Uploaded Documents


Completed quote XYZ.pdf - Document Type: Mandatory Documents

Delete

Terms of Use

Information provided by the bidder through this portal constitute a binding bid submission/response and a commitment to deliver Transnet requirements. Kindly note that the system automatically ranks the outcome of the evaluation of price and BBBEE scoring based on the information provided. Pricing and BBBEE information provided is the responsibility of the bidder to ensure correctness and Transnet will only consider your latest submission made before the closing date.

[← Back](#) [→ Submit Bid](#)



HOME ADVERTISED TENDERS MY SUBMITTED INTENTS **MY BID DOCUMENT SUBMISSIONS** CONTACT WELCOME TESTING SIGN OUT

MY BID DOCUMENT SUBMISSIONS

Show **10** entries Search:

Tender Reference Number	Name	Date Submitted	Company Name	View Details
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	4/8/2022 8:59:06 AM	Transnet Engineering	View Details

Showing 1 to 1 of 1 entries

Previous **1** Next

The screen will progress to “MY BID COUMENT SUBMISSION”, where the “View Details” can be selected to confirm that all required information is submitted correctly.

TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

Duplicate documents are not permitted

Mandatory

Essential

Non Essential

Other

Drag & drop mandatory documents here

Open the file Browser Select File:
Choose Files No file chosen

Upload Mandatory Documents

Uploaded Documents

Completed quote XYZ.pdf - Document Type: Mandatory Documents

Delete

Terms of Use

Information provided by the bidder through this portal constitute a binding bid submission/response and a commitment to deliver Transnet requirements. Kindly note that the system automatically ranks the outcome of the bid and the responsibility of the bidder to ensure correctness of the information provided.

[← Back](#)

****VERY IMPORTANT****

When viewing the Tender details, go to the screen to view submitted documents and capture the screen as an image and keep as proof that the tender was submitted before the closing time. **Note: When the bid closes you will not be able to return to this screen.**