

**TRANSNET PORT TERMINALS**

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 TYRES MAINTENANCE SERVICE, RIM REPAIRS AND RETREADING 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 FOR A PERIOD OF FIVE (5) YEARS

RFP NUMBER	TPT/2024/04/0014/63443/RFP - iCLM HQ 791/TPT
ISSUE DATE:	19 JUNE 2024
CLOSING DATE:	25 JULY 2024
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.

PLEASE NOTE THAT OTHER PREQUALIFICATION CRITERIA:

1. 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.
2. 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, letter of intention to lease and/or lease agreement, for the minimum of nine (9) vehicles for KZN region / Four (4) vehicles



for WC Regions / three (3) vehicles for EC Regions, that will support the Transnet Port Terminals, as per SOW vehicle 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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CERTIFICATE
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RFP FOR THE PROVISION OF TYRES MAINTENANCE SERVICE, RIM REPAIRS AND RETREADING 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 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 TERMINAL, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	TPT/2024/04/0014/63443/RFP - iCLM HQ 791/TPT	ISSUE DATE:	19 June 2024	CLOSING DATE:	25 July 2024	CLOSING TIME:	12:00PM
DESCRIPTION	FOR THE PROVISION OF TYRES MAINTENANCE SERVICE, RIM REPAIRS AND RETREADING 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 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://transnetenders.azurewebsites.net							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Thulane Msibi			CONTACT PERSON	N/A		
TELEPHONE NUMBER	031 361 1837			TELEPHONE NUMBER	N/A		
FACSIMILE NUMBER	N/A			FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	Thulane.msibi@transnet.net			E-MAIL ADDRESS	N/A		
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	

Respondent's Signature

Date & Company Stamp

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

<p>1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No [IF YES ENCLOSE PROOF]</p>	<p>2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No [IF YES, ANSWER QUESTIONNAIRE BELOW]</p>
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

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

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. TAX COMPLIANCE REQUIREMENTS

- 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE: _____

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

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

DESCRIPTION	Provision of tyres maintenance service, rim repairs and retreading 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 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 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>Transnet will publish the outcome of this RFP on the National Treasury e-tender portal and Transnet website with 10 days after the award has been finalised. All unsuccessful bidders have a right to request for reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form</p> <p>Any addenda to the RFP or clarifications will be published on the e-tender portal and Transnet website. Bidders are required to check the e-tender portal or Transnet website prior to finalising their bid submissions for any changes or clarifications to the RFP.</p> <p>Transnet will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>
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 Thursday 25 July 2024</p> <p>Bidders must ensure that bids are uploaded timeously onto the system. Generally, if a bid is late, it will not be accepted for consideration.</p> <p><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> <p>Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process.</p> <p>With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 10.12.</p>

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 RFP briefing will be conducted via teams on the **09 July 2024**, at 10:00am for a period of \pm 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) Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in Section 4.1 of the specific goals Claim Form.

COMMUNICATION

- 5.1 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 12 July 2024**, 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.
- 5.2 After the closing date of the RFP, a Respondent may only communicate with the name of delegated individual (BEC chairperson), at telephone number **031 361 1837**, email **Thulane Msibi** on any matter relating to its RFP Proposal.
- 5.3 Respondents are to note that changes to its submission will not be considered after the closing date.
- 5.4 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.
- 5.5 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.
- 5.6 Transnet will publish the outcome of this RFP in the National Treasury e-tender portal and Transnet website with 10 days after the award has been finalised. Respondents are required to check the National Treasury e-tender Portal and Transnet website for the results of the tender process. All unsuccessful bidders have a right to request Transnet to furnish individual reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form

6 CONFIDENTIALITY

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

7 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.

8 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.

9 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:

- 9.1 modify the RFP's Goods/Services and request Respondents to re-bid on any such changes;
- 9.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 9.3 disqualify Proposals submitted after the stated submission deadline [closing date];
- 9.4 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 9.5 award a contract for only a portion of the proposed Goods/Services which are reflected in the scope of this RFP;
- 9.6 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;
- 9.7 cancel the bid process;
- 9.8 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;
- 9.9 request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 9.10 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;
- 9.11 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;

9.12 to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the outcome of the tender has been published the outcome of the bid process on the National Treasury e-tender Portal and Transnet website. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods at their quoted price.

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.

10 LEGAL REVIEW

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

11 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.

12 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.

13 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 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:



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 Terminals nationally, it also seeks to improve its current processes for providing these 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 of partnership, Transnet and its Service provider(s) will study the current ways they do business to enhance current practices and support processes and systems. Such a partnership will allow Transnet to reach higher levels of quality, service and profitability.

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

- 2.1 Transnet must receive reduced cost of acquisition and improved service benefits resulting from the 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. *Please submit details of your entity’s policies in this regard.*

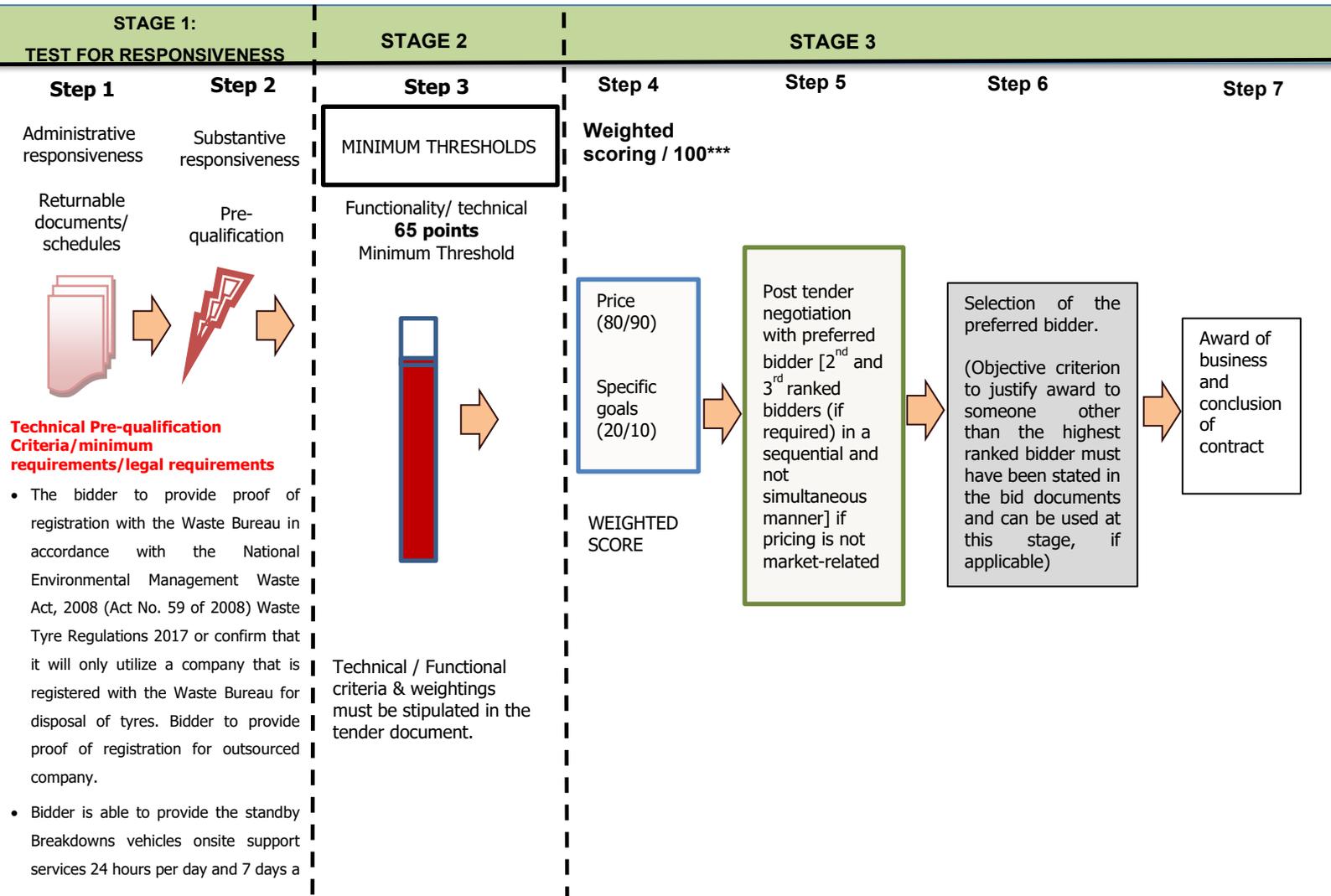
5 GENERAL SERVICE PROVIDER OBLIGATIONS

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

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

6 EVALUATION METHODOLOGY

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



Respondent’s Signature

Date & Company Stamp

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>
<p>Whether any Technical Pre-qualification Criteria/minimum requirements/legal requirements have been met as follows:</p> <ol 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 with the Waste Bureau for 	<i>Section 3 – Scope of Work Annexure B</i>

<p>disposal of tyres. Bidder to provide proof of registration for outsourced company.</p> <ul style="list-style-type: none">- Proof of registration with the Waste Bureau or Proof of registration for the out-sourced company that will be utilized. <p>2. Bidder is able to provide the standby Breakdowns vehicles onsite support services 24 hours per day and 7 days a week.</p> <ul style="list-style-type: none">- The Bidder to attach proof of ownership logbooks, letter of intention to lease and/or lease agreement, for the minimum of nine (9) vehicles for KZN region / Four (4) vehicles for WC Regions / three (3) vehicles for EC Regions, that will support the Transnet Port Terminals, as per SOW vehicle requirements.	
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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 65 points for Technical Criteria**

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

PROVISION OF TYRE MAINTENANCE SERVICE TO 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.

Evaluation Criteria		Description	Scoring principal	Weighting	Returnable document
Calibration Certificate	1	<p>Service Provider must provide a valid calibration certificate for all tools that are used for tyre maintenance as per OEM specification. This include but not limited to:</p> <ol style="list-style-type: none"> 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 	<p>Provide a valid calibration certificate on the date of submission, Cover all 4 requirements = 20 points Cover 3 requirements = 10 points Cover less than 3 requirements = Zero (0) points</p>	20	Returnable B3
Leadtime	2	<p>Lead times for fitting and rapid repairs</p>	<p>Fitting of Tires Lead Time: 3 hours or less. Provide one reference that indicate they have met delivery date of their previous client for fitting of tyres: [05 points]</p> <p>Rapid repair turnaround time for damaged tyres: 3 hours or less. Provide one reference that indicate they have met delivery date of their previous client for rapid repairs: [05 points].</p>	15	Returnable B4

Respondent's Signature

Date & Company Stamp

Retreading	3		<p>Retreading turnaround time for damaged tyres: 3 hours or less.</p> <p>Provide one reference that indicate they have met delivery date of their previous client for retreading repairs: [05 points].</p> <p>Submit three reference letters = 15 points Submit two reference letters = 10 points Submit One (1) letters = 05 points Submit no letters = Zero (0) points</p>		
		Response time to breakdowns from the time of receiving the notification of breakdown	<p>Provide historical data (Signed log sheets/Job cards/Client testimonials) of previous breakdown response time for onsite and offsite; that are within the Transnet acceptable response time:</p> <p>≤ 1hour offsite / ≤ 20min onsite = 20 points > 1 hour, <2hours offsite / >20min, <30min onsite = 10 points >2 hours offsite / >30min onsite = Zero (0) points</p>	20	
Retreading	4	Retreaded Tyre minimum operating life span without failure or rubber separation (retread peeling off) in terms of months, or operating hours, or kilometers.	<p>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:</p> <p>≥ (6000 hours/ 60 000km / 12 months) = 15 points ≥(4000 hours/ 40 000km / 9 months) = 10 points ≥(3000 hours/ 30 000km / 6 months) = 5 points <(3000 hours/30 000km /6 months) = Zero (0) points</p>	15	Returnable B5

Respondent's Signature

Date & Company Stamp

Reference	5	Provide evidence related to tyre maintenance services, three reference letters from different Companies or Operational divisions. 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 = 30 points	30	Returnable B6
			Three (3) years’ experience on Tyre maintenance, three (3) or more contracts longer than a 1 year each from 2 clients = 20 points		
			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		
			TOTAL RATING	100	
			MINIMUM QUALIFYING SCORE	65	

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.

Respondent’s Signature

Date & Company Stamp

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 	<i>Section 4</i>
<ul style="list-style-type: none"> • Commercial discounts¹ • Price adjustment conditions / factors • Exchange rate exposure • Disbursements 	<i>Section 4</i>

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

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

- b) **Specific Goals** [Weighted score 20/10 point]
- Specific goals preference points claim form
 - Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in Section 4.1 of the specific goals Claim Form.

6.5 **SUMMARY: Applicable Thresholds and Final Evaluated Weightings**

Thresholds	Minimum Threshold
Technical / functionality	65

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

6.6 **STEP FIVE: Post Tender Negotiations (if applicable)**

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

6.7 **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:

- The Bidder / Agent to provide an Electronic Tyre management system that can provide the tyre performance management solution, tyre threads & pressure. Please refer to **Annexure H: Checklist.**
- Skills Transfer and Capacity Building for Transnet;
- Impact on Transnet's Return On Investment;
- Rotation of Suppliers to promote opportunities for other suppliers, by overlooking a supplier that has been awarded business repeatedly overtime in order to benefit other suppliers in the market;
- TPT intend to appoint one (1) service provider per region (KwaZulu Natal, Eastern Cape and Western Cape), if there is only one bidder that is found to be technically compliant, one service provider will be awarded for all terminals.
- The first sequenced award will be awarded to the highest ranked bidder.
- The second sequenced award will be awarded to the second highest ranked bidder, subject to the second highest ranked bidder not having been awarded the first sequenced award. In such an instance the award will be made to the second highest ranked bidder.
- The third sequenced award will be awarded to the third highest ranked bidder, subject to the third highest ranked bidder not having been awarded the first or second sequenced award. In such an instance the award will be made to the third ranked bidder that is neither the bidder to whom the first or second sequenced award were made
- Ideally only one (1) Terminal will be awarded to a bidder, however Transnet reserves the right at its discretion to award more than one terminals to a single service provider, provided that the solution is aligned with Transnet's objective, that the solution is cost effective, and the bidder is the highest ranked.

The tenderer:

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
- can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- has the legal capacity to enter into the contract

- is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- complies with the legal requirements, if any, stated in the tender data and
- is able, in the option of the employer to perform the contract free of conflicts of interest.

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

Respondents are required to complete the table below:

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

Notes to Pricing:

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

If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet must cancel the RFP.

- b) Prices must be quoted in South African Rand inclusive of VAT.
- c) Any disbursement not specifically priced for will not be considered/accepted by Transnet.
- d) 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 will result in a bid being declared non-responsive.
- e) Rates proposed must be aligned with the Guide on Hourly Fee Rates for Consultants" by the Department of Public Service and Administration (DPSA);
- f) Quantities given are estimates only. Any orders resulting from this RFP will be on an "as and when required" basis.
- g) 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.
- h) 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: _____
- i) 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 the following price index/indices/adjustment formula. [Not to be confused with bid validity period Section 2, clause 1]

Annual CPI Rate.

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)	Sharehold ing %	Registratio n Number	Status (Mark the applicable option with an X)	
					Active	Non- Active
1						
2						
3						

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

2. 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. "AS AND WHEN REQUIRED" CONTRACTS

- 3.1 Purchase orders will be placed on the Service provider(s) from time to time as and when Goods/Services are required.
- 3.2 Transnet reserves the right to place purchase orders until the last day of the contract for deliveries to be effected, within the delivery period / lead time specified, beyond the expiry date of the contract under the same terms and conditions as agreed upon.
- 3.3 Delivery requirements may be stipulated in purchase orders and scheduled deliveries may be called for. However, delivery periods and maximum monthly rates of delivery offered by the Respondents will be used as guidelines in establishing lead times and monthly delivery requirements with the Supplier.
- 3.4 Where scheduled deliveries are required, the delivery period(s) specified must be strictly complied with, unless otherwise requested by Transnet. Material supplied earlier than specified may not be paid for or may be returned by Transnet, with the Supplier being held liable for all expenses so incurred, e.g. handling and transport charges.
- 3.5 If the delivery period offered by the Respondents is subject to a maximum monthly production capacity, full particulars must be indicated in Section 4 [*Pricing and Delivery Schedule*]

3.6 The Respondent must state hereunder its annual holiday closedown period [if applicable] and whether this period has been included in the delivery lead time offered:

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

4. 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.

5. 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:

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

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

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

5.4 Beneficiary details:

Name [Account holder] _____

Bank [Name and branch code] _____

Swift code _____

Country _____

5.5 _____ [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].

6. 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.

7. SERVICE LEVELS

7.1 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.

7.2 Transnet will have quarterly reviews with the Service provider's account representative on an on-going basis.

7.3 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.

7.4 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:

- a) Random checks on compliance with quality/quantity/specifications
- b) On-time delivery

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

7.5 The Service provider must provide a telephone number for customer service calls.

7.6 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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8. TOTAL COST OF OWNERSHIP AND CONTINUOUS IMPROVEMENT INITIATIVES

8.1 Respondents shall indicate whether they would be committed, for the duration of any contract which may be awarded through this RFP process, to participate with Transnet in its continuous improvement initiatives to reduce the total cost of ownership [TCO], which will reduce the overall cost of transportation Goods/Services and related logistics provided by Transnet’s operating divisions within South Africa to the ultimate benefit of all end-users.

Accepted:

YES	
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NO	
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If “yes”, please specify details in paragraph 6.2 below.

8.2 Respondents must briefly describe their commitment to TCO and continuous improvement initiatives and give examples of specific areas and strategies where cost reduction initiatives can be introduced. Specific areas and proposed potential savings percentages should be included. Additional information can be appended to the Respondent’s Proposal if there is insufficient space available below.

9. 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:

9.1 Quality and specification of Goods/Services delivered:

9.2 Continuity of supply:

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

SIGNED at _____ on this _____ day of _____ 2024

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

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 provision of 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.

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 Service provider**] will be informed of the acceptance of its Proposal. Transnet will also publish the outcome of the tender, including successful and unsuccessful bidders, in the National Treasury e-tender portal. Any unsuccessful bidder has a right to request reasons for the bid not to be successful and Transnet has a duty to provide those reasons on receipt of the request from the bidder.

VALIDITY PERIOD

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

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

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

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

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

(iii) Full name(s) of director/member(s)

Address/Addresses

ID Number(s)

RETURNABLE DOCUMENTS

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

Mandatory Returnable Documents	<i>Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFP <u>will</u> result in a Respondent's disqualification.</i>
Returnable Documents Used for Scoring	<i>Failure to provide all Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion.</i>

Essential Returnable Documents	<i>Failure to provide essential Returnable Documents <u>will</u> result in Transnet affording Respondents a further opportunity to submit by a set deadline. Should a Respondent thereafter fail to submit the requested documents, this may result in a Respondent's disqualification.</i>
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All Returnable Sections, as indicated in the header and footer of the relevant pages, must be signed, stamped and dated by the Respondent.

a) Mandatory Returnable Documents

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

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
SECTION 4: Pricing and Delivery Schedule	
<p>ANNEXURE B: Technical Pre-Qualification [Eligibility Criteria]</p> <ol style="list-style-type: none"> 1. 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. <ul style="list-style-type: none"> - Proof of registration with the Waste Bureau or Proof of registration for the out-sourced company that will be utilized. 2. Bidder is able to provide the standby Breakdowns vehicles onsite support services 24 hours per day and 7 days a week. <ul style="list-style-type: none"> - The Bidder to attach proof of ownership logbooks, letter of intention to lease and/or lease agreement, for the minimum of nine (9) vehicles for KZN region / Four (4) vehicles for WC Regions / three (3) vehicles for EC Regions, that will support the Transnet Port Terminals, as per SOW vehicle 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]
Respondent's valid proof of evidence to claim points for compliance with Specific Goals' requirements as stipulated in Section 9 of this RFP	
Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 9 of this RFP (Valid B-BBEE certificate or Sworn- Affidavit as per DTIC guidelines)	
Service Provider must provide a valid Calibration certificate for all tools that are used for tyre maintenance as per OEM specification.	
Provide reference that indicate the bidder have met the delivery date of their previous client for fitting of tyres, rapid repairs and retreading repairs.	
Provide historical data (Signed log sheets/Job cards/Client testimonials) of previous breakdown response time for onsite and off site	
Historical data of life span of tyres after retreading without failure, three (3) supporting documents from the bidders' clients	
Provide evidence related to tyre maintenance services, three reference letters from different Companies or Operational divisions	

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:

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 1: SBD1 Form	
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 10: Certificate of attendance of non-compulsory Site Meeting / RFP Briefing	
SECTION 13: PROTECTION OF PERSONAL INFORMATION (FOR NORMAL CONTRACT)	

Respondent's Signature

Date & Company Stamp

CONTINUED VALIDITY OF RETURNABLE 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 _____ 2024

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT’S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

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 _____ 2024

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

Respondent's Signature_____
Date & Company Stamp

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?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

YES/NO

13.2.1. If so, furnish particulars:

.....
.....

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

YES/NO

13.3.1. If so, furnish particulars:

.....

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.

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 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.

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

I 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 _____ 2024

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

SECTION 9 : SPECIFIC GOALS POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for specific goals Contribution. Transnet will award preference points to companies who provide valid proof of evidence of as per the table below.

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

1. GENERAL CONDITIONS

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

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

1.2 Either the 80/20 or 90/10 preference point system will apply

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS [80/20]	POINTS [90/10]
PRICE	80	90
B-BBEE STATUS LEVEL 1 AND 2	10	05
BLACK OWNED EMES AND QSES (51% BO)	10	05
Total points for Price and Specific Goals must not exceed	100	100

1.5 Failure on the part of a bidder to submit proof of evidence for any of the specific goals together with the bid will be interpreted to mean that preference points are not claimed.

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

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

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

Selected Specific Goal	Number of points allocated (80/20)	Number of points allocated (90/10)
B-BBEE Level of contributor (1 or 2)	10	05
Black Owned EME or QSEs (51% BO)	10	05
TOTAL	20	10

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

4.1 In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, preference points must be awarded to a bidder for providing evidence in accordance with the table below:

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate

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 Transnet or 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 or 20 points)
(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

WITNESSES
1.
2.

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

SECTION 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.

SECTION 11: 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/inforeg/>, click on contact us, click on complaints.IR@justice.gov.za

ANNEXURE A

SCOPE OF

WORKS

iCLM HQ 791/TPT - PROVISION OF TYRES
MAINTENANCE SERVICE, RIM REPAIRS AND
RETREADING 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 FOR A PERIOD OF FIVE (5) YEARS

Scope of Work

Annexure A



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SCOPE OF WORK (SOW)

1 PROJECT OVERVIEW

1.1. Introduction

This contract is for the tyre maintenance service, rim repairs and retreading for the Port mobile equipment. It covers a wide range of the Port's mobile equipment that is used at TPT Terminals at each and every Port that is identified. This service should ensure that the highest levels of equipment availability are maintained at all times. On-site services at identified TPT Terminals must be provided in order to achieve the desired equipment availability.

This Scope of Work (SOW) covers various aspects of tyre management, maintenance, repair, retreading and reporting. The aim of this activity is to ensure the effective repair of identified repairable tyres through a streamlined process that adheres to predefined procedures and quality standards. The service provider, in collaboration with the TPT Technical Supervisor, will systematically identify tyres suitable for repair, retreading, facilitate the repair process, and maintain a record of the entire repair lifecycle.

Transnet intend to awards these contracts per region; regions being Kwa-Zulu Natal Region (Port of Durban & Richards Bay Port), Eastern Cape Region (East London Port, Port of Port Elizabeth & Port of Ngqura) and Western Cape Region (Cape Town Port & Saldanha Port).

1.2. TPT's objective

Transnet Port Terminals' (TPT's) objective is to implement a contract for the provision of tyres maintenance service, rim repairs and retreading for Transnet SOC Ltd (Reg.no 1990/000900/30) Operating as Transnet Port Terminals (hereinafter referred to as "TPT"), for the ports of Durban, Richards Bay, East London, Ngqura, Port Elizabeth, Cape Town and Saldanha terminals for a period of five (5) years.

1.3. Site Location

The sites are located on the premises of Transnet Port Terminal (TPT) at the Saldanha Bay Port, Port Elizabeth, East London Port, Ngqura Port, Durban Port, Cape Town Port and Richards Bay Port. All necessary transportation, handling etc. should at all times take cognisance of these locations.

2 HIGH LEVEL SCOPE

- 2.1. The Service Provider is required to provide maintenance quotes for all terminals within the region they are bid.
- 2.2. The Service Provider is required to provide tyres maintenance service, rim repairs and retreading of tyres as detailed in [Section 3](#) of this document.
- 2.3. The Service Provider is required to coordinate with the identified TPT Technical Supervisor for the identification and agreement of all repair works before commencing.
- 2.4. The Service Provide is required to provide the tyres management system at the identified sites and as detailed in [Section 4](#) of this document and the following but not limited to;
 - 2.4.1. The Service Provide is required to put in place and follow safety measures as stipulated in their Safety File and Safe Operating Procedures; that will be approved by TPT SHEQ personnel.
 - 2.4.2. The service provider will maintain a detailed record of all condition monitoring activities, including inspection results, repairs, and replacements.
 - 2.4.3. Progress reports will be submitted to respective TPT Technical Supervisors on a regular basis, outlining the status of tyres and any actions taken.
- 2.5. The Service Provide is required to ensure that all dual-fitment orientations are 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.
- 2.6. The Service Provider is required to have a site set-up in the region for which they bid, following contract award. Where there is no current physical presence in the region, the site must be established within one (1) month and ensure accessibility to the respective port.
- 2.7. The Service Provider is required to establish an On-site tyre maintenance facility to accommodate for;
 - 2.7.1. Tyre maintenance services, where repairs and re-treading will be done.
 - 2.7.2. Tyre inflation services utilizing either a mobile bakkie or a stationary land-based compressor that is capable of inflating all types of tyres utilized in the Terminal. This will assist in avoidance of any tyres running flat.

- 2.8. The Service Provider is required to provide the onsite vehicles as detailed under [Section 5](#) of the document.
- 2.9. The Service Provider is required to supply an air compressor that meets the specified requirements: a maximum pressure rating of no less than 12 bar and a CFM (cubic feet per minute) rating of 37 (1150 l/min).
- 2.10. Provide tyres maintenance service in accordance with the technical requirements and technical specifications given in [Appendix 1](#) (Terminal Fleet Tyre Size Specification).
- 2.11. The service provider is to provide a minimum guarantee of twelve (12) months on non-separation or rubber cracking (re-tread peeling off the tyre) for all re-treaded tyres.
- 2.12. The Service Provider's service/supply should be in accordance with the requirements of the latest edition of the following specifications and codes [shown in [Table 6](#)]
- 2.13. Provide environmental control in full compliance to TPT standards [5][6].
- 2.14. The Service Provider should submit a Quality Management System (QMS) for the supply of maintenance services and storage documentation to TPT as part of their tender. This document should comply in accordance with Transnet's Quality Standards (QAL-STD-0001) [4].
- 2.15. 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.

3 TYRE AND RIM MAINTENANCE SERVICES

The Service Provider shall provide specialized tyre repair services for our lifting equipment. As a vital component of our operations, maintaining the optimal condition of our machinery is paramount to ensuring both efficiency and safety.

Our fleet includes a range of lifting apparatus, each with its unique tyre requirements. We are seeking a comprehensive service that includes thorough inspections, prompt repairs for punctures or damages, tread replacements (retreading) as needed, rim repairs and any other necessary interventions to ensure the longevity and reliability of our equipment.

The Service Provider should note that the tyres would be a free issue from Transnet Port Terminal (TPT) at various Terminals as quoted. The Service provider will only be required to perform maintenance services as per below.

3.1 Tyre Repair Services

Tyre repair services for lifting equipment play a crucial role in maintaining the efficiency and safety of various mobile and lifting equipment. The services required to address tyre-related issues promptly, ensuring minimal downtime and optimal performance. It is imperative to ensure that correct equipment is used for the purpose.

The effective execution of the tyre repair service requires the provision of specialized equipment for various tasks, including tyre fitment, stripping, and pressing. This service should be provided in full compliance to the associated controlling standards [2][3][8][9].

3.1.1. Compressors and Availability

In order to ensure uninterrupted tyre inflation services and to mitigate potential disruptions caused by maintenance or breakdowns of compressors, the service provider must adhere to the following guideline regarding the availability of spare compressors.

- a) The service provider is required to always provide a spare compressor readily available. This spare compressor should be of appropriate capacity and capability to perform the necessary tyre inflation tasks for the Terminal's fleet.
- b) The service provider is required to have an on-site Support Vehicle that are equipped with compressors that meet the specific requirements of the Terminal's fleet. The following guidelines outline the specifications and considerations for compressors installed in onsite support vehicles

- c) The compressors should be user-friendly, allowing the onsite support team to easily operate and control the inflation process.
- d) Safety features, such as pressure relief valves and temperature controls, should be integrated into the compressors to prevent over-pressurization and overheating.

3.1.2. Tyre Inflation and Pressure Rating

- a) The on-site tyre inflation cages to be supplied by the Service Provider for ALL tyre inflations to ensure safety.
- b) The compressors installed in the onsite support vehicles should be specifically designed and suitable for inflating all types of tyres used within the Terminal as indicated in [Table 4](#).
- c) The compressors must have a maximum pressure rating that is not lower than 12 bar. This ensures that the compressors can provide the necessary air pressure required for inflating tyres to the appropriate levels.
- d) The cubic feet per minute (CFM) rating of the compressors should be at least 37 (1150 l/min).
- e) This CFM rating indicates the air flow capacity of the compressors, which is essential for achieving timely and efficient inflation of tyres.

3.1.3. Durability and Reliability

- a) The compressors installed in the onsite support vehicles should be of high quality, durable, and reliable.
- b) This is crucial to ensure that the compressors can withstand the demands of regular usage in various operational conditions.

3.1.4. Tyre Repair Activity Execution

- a) Tyre repairs where tyres have been penetrated by a hard object but still repairable will be repaired after the prior approval by TPT Technical Supervisor.
- b) 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.
- c) On-site tyre storage facility where available will be allocated by TPT at accessible locations.

- d) 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.

3.1.5. Professional Tyre Fitment Services

- a) The service provider is entrusted with the critical task of providing professional tyre fitment services for the diverse fleet of vehicles within TPT.
- b) This service encompasses the removal of worn or damaged tyres and the precise installation of new tyres.

3.2 Tyre Retreading

Tyre retreading is a process that involves giving a used tyre a new lease on life by replacing its worn-out tread with a fresh layer of rubber. This eco-friendly and cost-effective technique helps extend the lifespan of tyres and reduces the environmental impact associated with tyre disposal.

The Service Provider is required to provide tyre-retreading service on an "As-And-When-Required" Basis (ON REQUEST) as shown in [Appendix 2](#) (Tyre Retreading Requirements), in line with the following guidelines;

3.2.1 Inspection & process agreement

Inspection must be performed on the used tire to assess its overall condition with the assigned TPT Technical Supervisor. Once the inspection has been done, the service provider will specify most suitable re-treading method and process to be used in order to meet the required quality and reliability.

This selected method and process shall be discussed with TPT, 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 Technical Supervisor shall provide final approval.

3.2.2 Re-treading tools, material and facilities

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 technical supervisor, having consulted with the re-treader and the rubber Service Providers if/where necessary.

All tools, material and facilities to be used for all tyre reconditioning, re-treading and repairs; the Service Provider must ensure that all these works are performed in accordance with the standards and specifications as indicate in [Table 6](#).

3.2.3 Data Recording

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.

Original tyre serial numbers must remain on ALL tyres, even after having been sent for a number of retreading processes.

All re-treaded tyres must be marked with the relevant marking 'slugs' which are visible and legible. Detailed record must be held on all specifics of tyres sent for re-treading.

The record must contain the following information:

- a) Tyre serial number.
- b) Tyre make.
- c) Tyre size.
- d) Tread pattern.
- e) Name of equipment where the tyre is used.
- f) Date of Order.
- g) Date taken for retreading.
- h) Date to be returned.

3.2.4 Turnaround Times

All tyres sent for re-treading must be brought back as per the indicated turnaround times tabulated below.

Table 1: Retreading turnaround times

Region	Port	Max. Turnaround Time
Eastern Cape	Port Elizabeth	One (1) week
	Ngqura	One (1) week
	East London	One (1) week
Kwa-Zulu Natal	Durban	One (1) week
	Richards Bay	One (1) week
Western Cape	Saldanha	One (1) week
	Cape Town	One (1) week

3.3 Rim Supply & Repairs

3.3.1 New rims supply

The Service Provider shall include in their tender the cost of replacement rims (new), as well as any rim sundry items (valve stems, valves, valve caps, valve extensions, spigot rings and washers. The new rim replacement are as indicated in [Appendix 3](#) (Terminal Rim Specification) and must comply with the environmental standards in the execution of rims works [5][6] and protected as per TPT's corrosion protection procedure [7]

3.3.2 Rim repairs

The Service Provider shall provide rims repair service. This shall include the replacement of damaged rims as required. All the repaired rims must comply with the environmental standards in the execution of rims works [5][6] and protected as per TPT's corrosion protection procedure [7]

3.3.3 Fitting and Removal of Solid Tyres into Rims

The Service Provider must have the necessary tooling and equipment readily available.

In instances where the ownership of such tooling and equipment is required for verification, the service provider should be able to present the relevant proof of ownership. This can take the form of ownership documents, a lease agreement, or a non-disclosure agreement/letter of intent in case the service provider plans to collaborate with a subcontracted company for solid tyre fitment/removal.

4 EQUIPMENT REQUIREMENTS

The service provider is responsible for supplying and maintaining the necessary tyre fitment, stripping, and pressing machines. These machines play a crucial role in ensuring that tyres are properly removed, fitted, and pressed, in adherence to manufacturers' specifications and safety standards.

4.1.1 Fitment and Stripping Machines

The fitment and stripping machines are used for the precise removal and installation of tyres from and to rims. These machines must ~~shou~~ be of high quality, suitable for a variety of tyre sizes [Appendix 1](#) (Terminal Fleet Tyre Size Specification), and equipped with the necessary tools and accessories to facilitate efficient and safe fitment and stripping processes.

4.1.2 Pressing Machines

Pressing machines are used to ensure proper seating of tyres onto rims, promoting optimal performance and longevity. These machines must have the capability to exert consistent pressure, ensuring a secure fit between the tyre and rim.

4.1.3 Compressors

These compressors must be capable of inflating tyres to a pressure as indicated in the [Table 4](#) and [Appendix 1](#). Ensure that all pressure vessels (compressors) comply with the OCCUPATIONAL HEALTH AND SAFETY ACT – 1993 AND AS AMENDED [10].

4.1.4 Confirmation of Tyre Bay Status

Tyre bays are designated areas equipped with the necessary equipment for tyre-related tasks. As per information under 7.6 and [Table 5](#); the service provider must communicate with TPT personnel to ensure that the required tyre bays are accessible and properly equipped, if not they must supply. Prior to commencing operations at each terminal, the service provider is responsible for confirming the availability and status of the tyre bays.

In maintaining a clean and organized work environment, the tyre bays and all areas related to tyre work should be always kept tidy.

4.1.5 Equipment, Tools Maintenance and Calibration

The service provider is responsible for the regular maintenance, calibration, and upkeep of the provided equipment. This is to ensure that the machines are in good working condition for safe and efficient operations.

To ensure accuracy, safety, and quality in the tyre management process, it is essential for the service provider to possess valid calibration certificates for all tools used. The following types of tools require calibration and certification:

c) **Hydraulic Pressure Test Certificates for Air Receiver**

hydraulic pressure testing every three years.

d) **Compressor Pressure Gauge Calibration Certificates**

To be calibrated annually to ensure accurate pressure readings.

e) **Safety Valve Calibration Certificate for Air Receiver**

The safety valve on the air receiver should undergo yearly calibration.

f) **Torque Wrench Calibration Certificates**

Torque wrenches used for tyre fitment or maintenance should be calibrated regularly (Annual SABS requirement is annual).

g) **Additional Tools**

Other tools used in the tyre management process, such as pressure regulators, pressure hoses, and digital inflators, should also be calibrated according to their specific calibration schedules.

5 TYRE MANAGEMENT SYSTEM

The Tyre Management activity encompasses a comprehensive approach to overseeing the entire lifecycle of tyres within the fleet. This includes utilizing advanced systems, conducting regular assessments, and implementing strategies to optimize tyre performance, inventory, and cost-efficiency. The service provider will collaborate closely with TPT to streamline maintenance, enhance forecasting, and ensure the availability of tyres for uninterrupted operations. Tyre management system details is as indicated in the following section.

5.1 Tyre Management System Implementation

The Service Provider to provide a Tyre Management System (TMS) consisting of a list of all equipment under this 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:

- 5.1.1. The TMS must be computerised and able to track and trace the usage and history of all the tyres used in the Terminal in real time.
- 5.1.2. The TMS must be capable of generating planned maintenance tasks and facilitating the management of tyre performance, to ensure efficient execution of the works.
- 5.1.3. The TMS must track key metrics such as tyre tread and pressure, wear patterns, and alignment data to support informed decision-making.
- 5.1.4. The TMS must serve as a technological backbone, enabling streamlined operations, data-driven decision-making, and effective tracking of tyre performance throughout the entirety of the contract period.
- 5.1.5. The TMS must maintain an accurate and up-to-date record of the tyre inventory, including details such as tyre type, size, brand, location and condition, as detailed in Section 5.2 below.
- 5.1.6. The TMS offered must have a proven successful track record within the tyre industry.
- 5.1.7. 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 this contract.

5.2 Data Recording

The Service Provider must record all data and information relating to all repairs service works for tyres, rims and re-treading. If the TMS cannot provide all information in one direct report, the service provider must manually capture and report on the missing data. The data to be recorded include, but not limited to.

- 5.2.1. Tyre Pressure data – all tyres to be checked daily and tyre pressure corrected accordingly.
- 5.2.2. Record of Tread Depth data per tyre brand & graphs showing trends and time left before re-treading.
- 5.2.3. Record of tyre thread uneven wear pattern and corrective actions recommended.
- 5.2.4. Record of all tyres where tread depth has run too low for re-treading.
- 5.2.5. Record of tyre wear graphs trend analysis to assist with replacement planning.
- 5.2.6. Record of new tyre replaced, per type of equipment, date of replacement, kilometre and/or hour reading at the time of replacement.
- 5.2.7. Spread sheet showing operational based tyre replacement forecast based on thread left or tyre condition.
- 5.2.8. List of damaged tyres and the type of damage (side wall, penetration, etc.)
- 5.2.9. Scrapped Tyre data & graphs trend Analysis.
- 5.2.10. Record of nut tightening Torque setting per various type equipment. The torque status for every stud/nut to be checked monthly.
- 5.2.11. Stock List of Re-treaded/repared tyres per size and equipment type with comments.

5.3 Data Security and Accessibility

- 5.3.1. The provider will ensure the security and confidentiality of all data within the TMS.
- 5.3.2. Access to the system will be restricted to authorized personnel only.

5.4 Knowledge Transfer and Training

- 5.4.1. As part of the TMS implementation, the service provider will provide training to TPT's Technical Supervisors and management personnel.
- 5.4.2. This training will empower them to effectively utilize the TMS, interpret data, and make informed decisions related to tyre management.

5.4.3. Additionally, the service provider will offer ongoing support to address any queries or challenges related to the TMS.

5.5 Reporting

5.5.1. On a weekly basis, the service provider will compile and submit the report of all the maintenance works that had occurred in the week as per details in sections above.

5.5.2. The service provider must compile a monthly report detailing all maintenance activities performed in the month. This must be a comprehensive report that captures root cause analysis done, actions taken and the recommendation and outcomes thereof.

5.5.3. These reports and records must be shared with the TPT Technical Supervisor.

6 VEHICLE REQUIREMENTS

6.1 Vehicle description

The provision of suitable vehicles for onsite support is a critical component of the tyre maintenance service, ensuring seamless operations and timely response to tyre-related issues.

The service provider is responsible for providing and maintaining a fleet of vehicles that meet the specific tyre requirements of each port area as per Appendix 1 (Terminal Fleet Tyre Size Specification).

6.2 Purpose-Built Vehicles

The vehicles should have the mobility required to reach different parts of the port area and equipment locations. This may involve navigating through the terminal, gantries, and various operational areas. Mobile vehicles enable rapid response to breakdowns and emergencies.

6.3 Bakkies and Land-Based Compressors

The fleet may consist of bakkies (pickup trucks) and/or land-based (stationary) vehicles equipped with compressors suitable for inflating all types of tyres used within the terminal. The compressors should be appropriately rated and capable of providing sufficient pressure for tyre inflation.

6.4 Vehicle Quantity and Allocation

The number of vehicles to be provided should be based on the specific requirements of each port area. Table 2 below provides the minimum number of vehicles required for each port. The number of vehicles indicated is per site, and should be available for on-site support 24 hours per day, seven (7) days per week. The allocation should consider factors such as the size of the fleet, operational demands, and the geography of the port area.

Table 2: Minimum Required number of vehicles per site.

Port	Area	Number of vehicles
Durban Container Terminal	Pier 2	4 vehicles for onsite support
Durban Container Terminal	Pier 1	2 vehicles for onsite support
Maydon Wharf & Point (Durban)	Maydon Wharf & Point	1 vehicle for onsite support
Richards Bay	Richards Bay	2 vehicles for onsite support
Cape Town	Cape Town	3 vehicles for onsite Support
Saldanha	Saldanha	1 vehicle for onsite support
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

6.5 Decals and Branding

Each number vehicle should prominently display the service provider's name and logo through visible decals. This branding helps identify the service provider's vehicles and fosters a professional image.

6.6 Availability

The vehicles should be available and stationed on-site 24/7 to ensure immediate response to any tyre-related issues, breakdowns, or emergencies that may arise at any time.

6.7 Maintenance and Condition

The service provider is responsible for maintaining the vehicles in optimal working condition. Regular maintenance, inspections, and repairs should be conducted to ensure that the vehicles are safe, reliable, and operationally ready.

6.8 Safety Considerations

The vehicles should adhere to all safety regulations and standards applicable within the port area [1][3][6]. This includes ensuring that vehicles are properly equipped with safety equipment, lighting, and signage to ensure the safety of the service provider's personnel and other terminal users.

6.9 Communication and Coordination

The vehicles should be equipped with communication tools (i.e. two-way radios) to facilitate seamless coordination between the service provider's team members, TPT personnel, and other relevant stakeholders. This communication capability enhances response times and ensures effective task management.

6.10 Reporting and Documentation

Each vehicle should be equipped with the necessary tools to capture essential information during tyre maintenance activities. This information should be recorded on paper, iPads, tablets, or other suitable electronic devices. Captured data, including details of tasks performed, tyre conditions, and any identified issues, should be submitted to the TPT Technical Supervisor on a weekly basis.

6.11 Flexibility and Adaptability

The vehicles should be adaptable to changes in operational requirements. If TPT identifies the need for adjustments in the tyre maintenance process or vehicle deployment, the service provider should be flexible and cooperative in implementing these changes.

7 FACILITY REQUIREMENTS

The service provider is responsible for establishing a suitable office space to facilitate efficient operations and administrative functions. The following details the specific requirements and considerations for the provision of office space.

7.1 Location

The office space should be strategically located within the terminal area to ensure easy accessibility by the service provider's team members and TPT personnel. Ideally, it should be situated in proximity to key operational areas where tyre maintenance activities are performed.

7.2 Park Home Design and Configuration

The Park Home should be appropriately designed to accommodate the necessary office facilities and equipment. It should have sufficient interior space to house workstations, desks, storage units, communication equipment, and any other essentials required for efficient office operations.

7.3 Functional Layout

The interior layout of the office space should be optimized for productive work. It should include designated workstations for administrative tasks, data recording, communication, and coordination. The layout should encourage collaboration and effective communication among team members.

7.4 Electricity and Water Supply

While the service provider is responsible for setting up the office space, TPT will provide the necessary utilities, including electricity and water connections. Reliable access to electricity is essential to power office equipment such as computers, communication devices, and lighting. A consistent water supply is also required for sanitation and convenience.

7.5 Amenities, Ablutions and Comfort

The office space should provide basic amenities to ensure the comfort of personnel working within it. This includes appropriate lighting, ventilation, and ergonomic furniture. A

comfortable and functional environment contributes to the productivity and well-being of the service provider's team.

The service provider's team will be able to utilise the site's ablution services.

7.6 Existing Facilities

In instances where TPT already has tyre repair facilities, (refer to [Table 5](#)) equipped with fitment, stripping, and pressing machines, the service provider can utilize these facilities to perform the necessary tasks. In instances where this facility does not exist the services provide will be required to set it up. This encourages collaboration and efficient resource utilization between the service provider and TPT.

7.7 Security Measures

The office space should be equipped with appropriate security measures (lock and key) to safeguard equipment, data, and confidential information. Locking mechanisms, access control, and surveillance may be considered to enhance security.

It is the service provider's responsibility to ensure that the park home/office space is appropriately secured to safeguard equipment, data and confidential information.

7.8 Communication Infrastructure

The office space should have the necessary infrastructure for communication, including internet connectivity, telephones, and other communication devices. Effective communication capabilities are essential for coordinating tasks and sharing information.

7.9 Documentation and Record-Keeping

The office space serves as a hub for administrative tasks, including documentation, record keeping, and reporting. It should have suitable storage solutions to organize and store important documents, reports, and records related to the tyre maintenance service.

7.10 Professional Appearance

The office space should present a professional and organized appearance. Proper organization, cleanliness, and branding contribute to a positive working environment and reflect positively on the service provider's commitment to quality service.

7.11 Adaptability

The office space should be adaptable to changes in operational requirements. As the scope of the tyre maintenance service evolves or specific needs arise, the office space should be flexible enough to accommodate these changes.

8 ORGANIZATIONAL STRUCTURE AND SUPPORT SERVICES TEAM

8.1 Organogram Submission

- 8.1.1. The service provider is responsible for submitting an organogram that outlines the hierarchical structure of the support services team.
- 8.1.2. This organogram will begin from the Supervisor level and extend down to the team members responsible for carrying out various tasks related to tyre maintenance.

8.2 Supervisor Level

- 8.2.1. The organogram should clearly indicate the roles and responsibilities of each Supervisor.
- 8.2.2. These Supervisors will play a pivotal role in overseeing different aspects of the tyre maintenance service across various fleets as specified.

8.3 Resource Allocation

- 8.3.1. The service provider should allocate available skills and resources appropriately within the support services team.
- 8.3.2. Each team member's responsibilities and tasks should be well-defined to ensure smooth operations.
- 8.3.3. The tyre management team to be able to cover 24 hours and 7 days a week (shown in Table 3).
- 8.3.4. However, if TPT identifies any delays or operational inefficiencies due to inadequate staffing, TPT reserves the right to request a review of staffing numbers.

Table 3: Required number of tyre management teams and size

Port	Area	Labour requirements
Durban Container Terminal	Pier 2	2 Supervisor – 6 to 2 shift 7 Tyre Fitter – 6 to 2 shift 4 Tyre Surveyors – 6 to 2 shift 7 Tyre Fitter – 2 to 10 shift 7 Tyre Fitter – 10 to 6 shift 7 Tyre Fitter – 6 to 6 (Day shift) 7 Tyre Fitter – 6 to 6 (Night shift)
Durban Container Terminal	Pier 1	1 Supervisor – 6 to 2 shift 4 Tyre Fitter – 6 to 2 shift 2 Tyre Surveyors – 6 to 2 Shift 4 Tyre Fitter – 2 to 10 shift 4 Tyre Fitter – 10 to 6 shift 4 Tyre Fitter – 6 to 6 (Day shift) 4 Tyre Fitter – 6 to 6 (Night shift)
Maydon Wharf & Point (Durban)	Maydon Wharf & Point	1 Technical Supervisor – 6 to 2 shift 1 Tyre surveyor – 6 to 2 shift 4 Tyre Fitter – 6 to 2 shift 2 Tyre Fitter on standby – 2 to 10 2 Tyre Fitter on standby – 10 to 6 2 Tyre Fitter on standby – 24 hours, 6am to 6pm and 6pm to 6am (Saturday, Sunday, and public holidays)
Richards Bay	Richards Bay	1 Supervisor – 6 to 2 shift 2 Tyre Surveyor – 6 to 2 shift 3 Tyre Fitter – 6 to 2 shift 3 Tyre Fitter – 2 to 10 shift 3 Tyre Fitter – 10 to 6 shift 3 Tyre Fitter – 6 to 6 (Day shift) 3 Tyre Fitter – 6 to 6 (Night shift)
Cape Town	Cape Town	1 Supervisor – 6am to 2pm shift 2 Tyre surveyors – 6am to 2pm shift 6 Tyre Fitter – 6am to 2pm shift 4 Tyre Fitter – 2pm to 10pm shift 4 Tyre Fitter – 10pm to 6am shift 4 Tyre Fitter – 6am to 6pm (Day shift Weekend & PPH) 4 Tyre Fitter – 6pm to 6am (Night shift Weekend & PPH)
Saldanha	Saldanha	2 Tyre Fitters – 07h00 to 19h00 (day shift) – Monday to Sunday 2 Tyre Fitters – 19h00 – 07h00 (night shift) – Monday to Sunday

Port	Area	Labour requirements
Port Elizabeth	Port Elizabeth	2 Tyre Fitters – morning shift 2 Tyre Fitters – weekends
East London	East London	2 Tyre Fitters – morning shift 2 Tyre Fitters – weekends
Ngqura	Ngqura	2 Tyre Fitters – morning shift 2 Tyre Fitters – weekends

8.4 Efficiency and Productivity

- 8.4.1. The goal of the support services team is to ensure that all tyre maintenance activities are carried out efficiently and within the specified timeframes.
- 8.4.2. Adequate staffing levels contribute to achieving this objective.
- 8.4.3. Supervisors within the support services team should regularly monitor the progress of tyre maintenance activities, track service quality, and address any issues that arise promptly.
- 8.4.4. Reporting mechanisms should be established to keep TPT informed of progress and challenges.
- 8.4.5. Any adjustments or changes to the support services team’s composition should be communicated transparently to TPT, along with the rationale behind the changes.

8.5 Adaptability and Resource Optimization

- 8.5.1. The service provider should be prepared to adjust the staffing numbers within the support services team based on evolving operational requirements and changes in fleet sizes.
- 8.5.2. The support services team’s composition should be optimized to manage workloads effectively without causing undue delays or compromising on service quality.

9 KEY RESPONSIBILITIES

9.1 Tyre Removal and Installation

- 9.1.1. The service provider is responsible for expertly removing used and damaged tyres and installing new tyres onto the fleet vehicles.
- 9.1.2. This process requires meticulous attention to detail and precision to ensure proper fitment.

9.2 Damage Correction and Replacement

- 9.2.1. In the course of their operations, if any damages occur, such as wheel studs, Tyre Beads, or other materials, tools, or property, caused by the service provider's employees, it is their responsibility to promptly correct or replace the damaged items.

9.3 Axle Matching and Specification Adherence

- 9.3.1. The core of professional tyre fitment lies in ensuring that the entire axle is equipped with tyres that match in type, size, tread pattern, load index, and ply rating. Additionally, the correct rim-to-hub combination must be adhered to.
- 9.3.2. This meticulous attention to detail ensures optimal vehicle performance and safety.

9.4 Inflation and Torque

- 9.4.1. Proper tyre inflation is paramount to tyre performance and safety.
- 9.4.2. The service provider must inflate the tyres to the correct pressure specified by the manufacturer (OEM) and tighten the wheel studs/nuts to the precise torque setting recommended by the OEM as shown in [Table 4](#).
- 9.4.3. This practice prevents under-inflation, over-inflation, and loose wheel nuts.

9.5 Four Nut-Rotation-Indicators

- 9.5.1. As part of proactive maintenance, four nut-rotation-indicators must be installed per wheel.
- 9.5.2. These indicators aid in monitoring the stability of the wheel nuts.
- 9.5.3. If any indicators are displaced, the service provider is responsible for immediate rectification, either by tightening or replacing the wheel nuts, and replace the indicators.

9.6 Application-Based Fitment

- 9.6.1. Fitment strategies must be tailored to the specific application of each vehicle.
- 9.6.2. Factors such as front/rear/drive/steer axles must be considered to ensure optimal tyre performance and longevity.

9.7 Progress Reporting

- 9.7.1. Any discrepancies, shortfalls, or challenges observed during surveys or operations must be promptly rectified by the service provider.
- 9.7.2. Progress and resolutions must be documented and reported to the TPT Technical Supervisor, ensuring transparency and collaboration in maintaining fleet performance.

9.8 Turnaround time

- 9.8.1. The turnaround time for the fitment process of one tyre, regardless of its size, from start to finish, should not exceed 3 hours (excluding solid tyres fitment on rims).
- 9.8.2. This timeframe encompasses the entire process, and it will be closely monitored by both TPT and the service provider's supervisor.

9.9 Service operating time

- 9.9.1. The service provider is expected to operate 24/7 to align with port operations and their demanding schedules.
- 9.9.2. The prospective service provider is expected to factor this continuous operation into their pricing strategy.
- 9.9.3. To enhance productivity, the service provider may employ power tools; however, the associated costs will be borne by the service provider.

9.10 Procedural Compliance

- 9.10.1. Adhering to instructions provided by Management and Supervisory Personnel.
- 9.10.2. Ensuring the use of inflation cages for all tyre inflation procedures.
- 9.10.3. Developing and adhering to a complete set of Standard Operating Procedures (SOPs), with copies of each SOP submitted to TPT in a format and file type specified by TPT.
- 9.10.4. Taking precautions to prevent fire hazards during the tyre fitment process.

9.10.5. Safely inflating damaged tyres to prevent accidents.

9.10.6. Conducting thorough risk assessments and implementing necessary safety measures.

9.11 Training and Skill Development

9.11.1. The service provider's team members operating the equipment should receive appropriate training to ensure their competence and safety.

9.11.2. Adequate training contributes to the efficient execution of tyre-related tasks.

10 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 Technical Supervisor. The copy of the tyre scrapping report will be submitted to the Reverse Logistics Specialist (Head Office) by the TPT Technical 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.

10.1 Ownership and Reporting

10.1.1. Throughout the disposal process, it's important to note that scrapped or used tyres will remain the property of Transnet, this principle underscores our dedication to maintaining control over the entire lifecycle of our tyres.

10.1.2. Additionally, each respective port's tyre scrapping activities will be meticulously documented and reported as part of the monthly report that is submitted to the TPT Technical Supervisor.

10.1.3. The tyre scrapping report is a comprehensive document that captures all pertinent information related to tyre disposal within the given period.

10.2 Quantities

10.2.1. A total count of the tyres that have been scrapped during the reporting period.

10.2.2. These quantities should be categorized based on size and type.

10.3 Tyre Size

10.3.1. A detailed breakdown of the scrapped tyres by their respective sizes.

10.4 Application

10.4.1. Application for which each scrapped tyre was originally used.

10.5 Submission to Reverse Logistics Specialist

10.5.1. Upon compilation by the TPT Technical Supervisor, a copy of the tyre scrapping report will be submitted to the Reverse Logistics Specialist located at Transnet's Head Office.

10.6 Regulatory Compliance

10.6.1. All tyre scrapping activities are to be executed in full accordance with the waste tyre regulations [5][6].

10.6.2. These regulations have been carefully designed to uphold environmentally responsible disposal practices and ensure our adherence to all relevant legal standards.

10.6.3. The Service provider 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 [6].

10.6.4. Service provider to provide proof of registration for outsourced company.

10.6.5. Alternatively, the Service provider may choose to confirm their intention to collaborate exclusively with a company that is registered with the Waste Bureau for the proper disposal of tyres.

10.6.6. In this case, the bidder is still required to provide documented proof of registration for the outsourced disposal company.

10.6.7. This requirement aligns with Transnet Port Terminals' commitment to responsible waste management and environmentally sustainable practices.

10.6.8. By ensuring proper registration with the Waste Bureau, Service providers contribute to the protection of the environment and the promotion of lawful waste disposal processes.

- 10.6.9. Scrapped tyres must be analysed by the service provider and TPT Technical Supervisor and signed off with final approval by the relevant TPT Technical Supervisor before being taken offsite.
- 10.6.10. This should be done on bi-weekly basis and may be adjusted depending on the demand at the specific port.
- 10.6.11. All records must be captured, clearly indicating reasons for tyre scrapping and the scrapping report shall be submitted to the TPT Technical Supervisor, directly after the scrapping session has been performed, as well as part of the Monthly Reports.
- 10.6.12. Monthly reports are to portray the combined scrapping report of all sessions held that month and must be SIZE, BRAND and PATTERN specific.
- 10.6.13. Further to this, leading up to contract expiry, all tyres marked for scrapping must be processed, recorded, and reported upon before the expiry date.
- 10.6.14. A hole of minimum 150mm diameter must be cut in the side wall of each scrap tyre using a heavy-duty reciprocating saw.
- 10.6.15. The scrapped tyres must be cut to an extent that there will be no possibility of reusing the tyre in any way thereafter.
- 10.6.16. Each tyre must be suitably marked to indicate that the tyre has been scrapped and processed on record.
- 10.6.17. 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.

11 TABLES

11.1 Table 4: Equipment fleet torque rating and inflation pressure

Equipment Type	OEM Wheel Nuts Torque (Nm)	Tyre Pressure (kPa)
Liebherr Mobile Harbour Crane	500 – 550	1000
RTG	530	-
Straddle Carrier	550 – 600	-
ZPMC Straddle Carrier M20 X1.5	470	-
ZPMC Straddle Carrier M22 X1.5	650	-
Kalmar Empty Container Handler	650	-
Kalmar Reach Stacker (Steering)	400	1000
Kalmar Reach Stacker (Driver)	350	1000
Sany Reach Stacker (Steering)	550 – 600	1000
Sany Reach Stacker (Driver)	430 – 460	1000
Liebherr Reach Stacker	650	1000
SHACMAN Hauler	605	1000
Ferrari Hauler	650	1000
30T, 40T, ITL Trailer	450	600
75T Trailer	450	800
90 Skip Trailer	450	800
90 Tap Trailer	650	1000
Bell Tractor (Front)	200	220
Bell Tractor (Rear)	650	180
Hyundai Front End Loader	775	475
Terbeg (Front)	650	800
Terbeg (Rear)	650	1000
4T Forklift Toyota	350 – 400	-
8T Forklift Hyundai	450	700
13T Forklift Hyundai	400	700
18T Forklift Hyundai	450	800
18T Forklift Sany	650	800
32T Forklift TEREX (Front & Rear)	350	800



Equipment Type	OEM Wheel Nuts Torque (Nm)	Tyre Pressure (kPa)
32T Forklift Sany	650	800
42T Forklift TEREX (Front & Rear)	350	1000
S 175 Bobcat (Front & Rear, Solid Tyre)	190	-
S 570 Bobcat (Front & Rear, Solid Tyre)	190	-
S 650 Bobcat (Front & Rear)	295	550
Dulevo 200 Quattro Sweeper	295	-
Mercedes Atego 1517 Sweeper	400	800
Mercedes Actross 3331 Vacuum Truck	400	800
Nissan Diesel 95 Bowser Truck	350 – 400	690
Mobile Hoppers	350 – 400	-
Mobile Ship Loaders	350 – 400	1100
Genie Articulate Boom Lift	350 – 400	520
High Reach Stacker Kalmar (Front & Rear)	350	1000
High Reach Stacker Sunny (Front & Rear)	350	1000
Kalmar Reach Stacker	400	1000
Kalmar Reach Stacker	350	1000

11.2 Table 5: Existing Tyre Repair Facility/Workshop

Region	Port	Workshop
KWAZULU-NATAL	Durban Container Terminal	YES
KWAZULU-NATAL	Durban Container Terminal	YES
KWAZULU-NATAL	Maydon Wharf	NO
KWAZULU-NATAL	Point (Durban)	NO
KWAZULU-NATAL	Richards Bay	YES
WESTERN CAPE	Cape Town	NO
WESTERN CAPE	Saldanha	NO
EASTERN CAPE	Port Elizabeth	YES

Region	Port	Workshop
EASTERN CAPE	East London	YES
EASTERN CAPE	Ngqura	YES

11.3 Table 6: Applicable standards and technical specifications

Document Number	Description
[1] TRH 11	Dimensional and Mass Limitations and Other Requirements for Abnormal Load Vehicles
[2] SANS 1550	Motor Vehicle Tyres and Rims – Dimensions and Loads
[3] ARP 007	Care, Maintenance and Use of Motor Vehicle Tyres and Rims
[4] QAL-STD-0001	General Quality Requirements for Contractors and Suppliers
[5] ENV-STD-0002	Standard Environmental Specification
[6] Act 59 of 2008	National Environmental Management: Waste Act (Act No. 59 of 2008), waste Tyre Regulations 2017
[7] SBH 9/2/8 Version 20	Corrosion Protection Specification
[8] SANS 20108:1998	Uniform provisions concerning the approval for the production of retreaded pneumatic tyres for motor vehicles and their trailers
[9] SANS 20109_2017_Ed2	Uniform provisions concerning the approval for the production of retreaded pneumatic tyres for commercial vehicles and their trailers
[10] OHS Act 85 of 1993	Occupational Health and Safety Act 85 of 1993

12 APPENDICES

12.1 Appendix 1 - Terminal Fleet Tyre Size Specification

12.2 Appendix 2 - Tyre Retreading Requirements

12.3 Appendix 3 - Terminal Rim Specification

ANNEXURE

B:

**TECHNICAL
EVALUATION**

PROVISION OF TYRE MAINTENANCE SERVICE TO 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.					
Evaluation Criteria	Description	Scoring principal	Weighting	Returnable document	
ELIGIBILITY	1	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	Returnable B1
	2	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, letter of intention to lease and/or lease agreement, for the minimum of nine (9) vehicles for KZN region / Four (4) vehicles for WC Regions / three (3) vehicles for EC Regions, that will support the Transnet Port Terminals, as per SOW vehicle requirements .	Y/N	Returnable B2
Calibration Certificate	3	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: 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 4 points for the regions you bidding for. Cover all 4 points = 20 Cover 3 points =10 Cover less than 3 points a= Zero (0)	20	Returnable B3
Leadtime	4	Lead times for fitting and rapid repairs	Fitting of all types Tyres Lead Time: 3 hours or less. Provide one reference that indicate they have met delivery date of their previous client for fitting of tyres: [05 points] 1. Efficient and quick fitment process to reduce vehicle downtime. 2. Repairing Tyres Lead Time. Rapid repair turnaround time for damaged tyres: 3 hours or less. Provide one reference that indicate they have met delivery date of their previous client for rapid repairs: [05 points] . 1. Assembling Tyres Lead Time. Retreading turnaround time for damaged tyres: 1 (one) week. Provide one reference that indicate they have met delivery date of their previous client for retreading repairs: [05 points] . 1. Building Tyres Lead Time.	15	Returnable B4
	5	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 = 20 points > 1 hour, <2hours offsite / >20min, <30min onsite = 10 points >2 hours offsite / >30min onsite = Zero (0) points	20	
Retreading	6	Rethreaded Tyre minimum operating life span without failure or rubber separation (retread peeling off) in terms of months, or operating hours, or kilometres.	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) = 15 points ≥(4000 hours/ 40 000km / 9 months) = 10 points ≥(3000 hours/ 30 000km / 6 months) = 5 points <(3000 hours/30 000km /6 months) = Zero (0) points	15	Returnable B5
Reference	7	Provide evidence related to tyre maintenance services, three reference letters from different Companies or Operational divisions 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 = 30 points <i>Three (3) years experience on Tyre maintenance, three (3) or more contracts longer than a 1 year each from 2 clients = 20 points</i> 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	30	Returnable B6
			TOTAL RATING	100	
			MINIMUM QUALIFYING SCORE	65	
Objective criteria	8	Tyre management requirements: The Bidder / Agent to provide an Electronic Tyre management system that can provide the tyre performance management solution, tyre threads & pressure.	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.		Annexure H

ANNEXURE

C :

PRICING

SCHEDULE -

[KWAZULU

NATAL]

KWAZULU NATAL REGION - REPAIRS

FOR THE PROVISION OF TYRES MAINTENANCE SERVICE AND RETREADING 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 FOR A PERIOD OF FIVE (5) YEARS

TYRE SIZES USED	Estimated Usage	Tube/Tubeless	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	Tubeless					
FORKLIFT (5 types - see below)							
Type 1: 42ton; 18.00x25	60	Tubeless					
Type 2: 32ton; 16.00x25	60	Tubeless					
Type 3: 18ton;12.00-20	80	Tube					
Type 4: 8ton; 900x20	60	Tube					
REACH STACKERS							
2 types:							
Type 1: Kalmar; 16.00x25	18	Tubeless					
Type 2: Sany; 18.00X25X40 PLY INDUSTRIAL	18	Tubeless					
TRAILERS							
8 types:							
Type 4: 75 TON trailer, 385/65R22.5	80	Tubeless					
Type 5: 90 ton trailer (2 skips), 12.00-20solid & 12.00-20 pneumatic	95	Tubeless					
Type 6: 90 "TAP" trailer (3 skips), 310/80R22.5	140	Tubeless					
FRONT END LOADERS							
MOBILE HARBOUR CRANES							
3 types							
Type 1: Lieber, 285/70R19.5	60	Tubeless					
TRACTORS "Bell Shunting"							
18.4 X 30 X 10 PLY (Rear axle) and 18.4-34	9	Tube					
1000 X 16 X 6 PLY (Front axle)	15	Tube					
Pier 2							
STRADDLE CARRIERS							
Size: 480/95R25 Application: Twin lift machines Air Retention Method: Tubeless	320	Tubeless					
Size: 450/95R25 Application: Single Lift Machines Air Retention Method: Tubeless, Tread Style: XStraddle2	350	Tubeless					
HAULERS							
310/80R22.5 Tubeless	370	Tubeless					
12R22.5:T/LESS 16PLY HIGHWAY Tubless	22	Tubeless					
12.00-20 Solid	18	Tubeless					
EMPTY CONTAINER HANDLER							
1400X24 INDUSTRIAL Tubless	100	Tube					
REACH STACKER							
1800R33 DEEP TREAD Tubless	2	Tubeless					
1800 X 25 40PLY E-3 INDUSTRIAL Tubless	2	Tubeless					
FORKLIFT							
7.00-12 Solid	4	Tubeless					
1400-20 Solid	2	Tubeless					

1200X20, 20 PLY TUBLESS	6	Tubeless					
TRAILERS							
10.00-20 solid	100	Tubeless					
12.00-20 solid	40	Tubeless					
310/80R22.5 Tubeless	40	Tubeless					
12R22.5 Tubless	40	Tubeless					
385/65R22.5 tubeless	110	Tubeless					
MANLIFTS							
355-55 solids	4	tubeless					
SWEEPERS							
400-8 tubless	4	Tubeless					
16x6-8	8	Tubeless					
SKID STEER LOADERS							
31,00 X 10 - 20 SOLID	2	Tubeless					
7,50 X 15 SOLID	2	Tubeless					
Pier1							
HAULERS							
12.00-20 pneumatic	50	Tubeless					
310/80R22.5	250	Tubeless					
12R22.5:T/LESS 16PLY HIGHWAY	130	Tubeless					
RUBBER TYRE GANTRY'S							
1800 X 25 INDUSTRIAL E3	50						
1800 X 25 E-4 40PLY INDUSTRIAL DEEP TREAD	50	Tubeless					
EMPTY CONTAINER HANDLER							
1200X20 INDUSTRIAL	50	Tube					
1400X24 INDUSTRIAL	50	Tube					
REACH STACKER							
1800R33 DEEP TREAD	2	Tubeless					
1800-33 INUDUSTRIAL IDU	2	Tubeless					
1800 X 25 40PLY E-3 INDUSTRIAL	40	Tubeless					
FORKLIFT							
3.00-15	2	Tube					
8/25/15		Tube					
7.00-12	2	Tube					
1400-20	2	Tube					
1200X20, 20 PLY	2	Tube					
TRAILERS							
10.00-20 solids	20	Tubeless					
12.00-20 solids	106	Tubeless					
310/80R22.5	250	Tubeless					
COMPRESSOR TYRE SIZE							
195R 14C	2						
MANLIFT TYRE SIZE							
15/625	4						
MPT DURBAN ("RORO - Point") (1200)							
HAULERS (25 Normal Haulers (6 tyres each)); 8 farm tractors "powerstar" (4)							
300 /80R22.5 TUBELESS (Normal hauler front/rear)	70	Tubeless					
315 / 80 R22.5 TUBELESS (Normal hauler front/rear)	8	Tubeless					
310/80R22.5	6	Tubeless					
FORKLIFT 5TON							
3.00-15	8	Tube					
7.00-12	8	Tube					
REACH STACKERS							
1800 X 25 40PLY 40PR (78 MM TREAD DEPTH)	30	Tubeless					
TRAILERS (3 different types: Rossi 6m low bed, MAFI 12m low bed and 12m Bathub)							
10.00-20:SOLID tyre!! (Tandem dual)	24	Tubeless					
22 X 16 X 16 SOLID Tyre	8	Tubeless					
1200x20 SOLID	8	Tubeless					

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)	24	Tubeless					
22 X 16 X 16 SOLID Tyre	8	Tubeless					
1200x20 SOLID	8	Tubeless					
MOBILE CRANE							
285/70 R19.5 TUBELESS	70	Tubeless					
MPT MAYDON WHARF "RORO Maydon Wharf"							
HAULERS							
10.50X16 PNEUMETIC (Used on front of farm tractor "powerstar machine")	50	Tubeless					
12R22.5 (Normal hauler front/rear)	2	Tubeless					
18.00-25 TUBELESS (Used on rear of farm tractor "powerstar machine")	35	Tubeless					
300 X 80R22.5 TUBELESS (Normal hauler front/rear)	5	Tubeless					
FORKLIFT							
7.00 X 12: IMPORT SOLID / 12PLY	15	Tubeless					
300-15 18 PLY /SOLID	15	Tubeless					
TRAILERS							
12.00-20 SOLID	80	Tubeless					
REACH STACKERS							
18.00x25:40 PLY INDUSTRIAL:42t	2	Tubeless					

KWAZULU NATAL REGION - MISCELLANEOUS

FOR THE PROVISION OF TYRES MAINTENANCE SERVICE AND RETREADING 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 FOR A PERIOD OF FIVE (5) YEARS

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		

KWAZULU NATAL REGION - TUBES, FLABS & O-RINGS

FOR THE PROVISION OF TYRES MAINTENANCE SERVICE AND RETREADING 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 FOR A PERIOD OF FIVE (5) YEARS

TYRE SIZES USED	Estimated usage	New Tubes Net Price	New Flaps Nett Price
RICHARDS BAY MPT			
FLAP 900 X 20	450		
TUBE. 1200 X 20	360		
TUBE:1000x20:TR78A:TRAILER:ALL	240		
TUBE:900x20:HYST:7&12t:ALL.	450		
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 DURBAN ("RORO - Point")			
INNER TUBE PNEU TIRE;RUBBER,3.00-15	10		
INNER TUBE PNEU TIRE;RUBBER,7.00-12	10		
MPT MAYDON WHARF "RORO Maydon Wharf"			
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		

KWAZULU NATAL REGION - VALVES

FOR THE PROVISION OF TYRES MAINTENANCE SERVICE AND RETREADING 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 FOR A PERIOD OF FIVE (5) YEARS

TYRE SIZES USED	Number of wheels per machine	Estimated usage	Nett Price
RICHARDS BAY MPT			
HAULERS	6		
Valve Extensions		360	
REACH STACKERS 2 types:	6	12	
Valve Extensions		300	
TRAILERS	8		
Valve Extensions		600	
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		

KWAZULU NATAL REGION - PUNCTURES

FOR THE PROVISION OF TYRES MAINTENANCE SERVICE AND RETREADING FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "PTT"), FOR THE PORTS OF RICHARDS BAY, DURBAN, EAST LONDON, NGQURA, PORT ELIZABETH, CAPE TOWN AND SALDANHA TERMINALS FOR A PERIOD OF FIVE (5) YEARS

TYRE DESCRIPTION	Estimated Usage / year	Puncture repair to tyre on breakdown	Reinforced Repair	Accessories
RICHARDS BAY MPT				
HAULERS	160			
310/80R25	480			
FORKLIFT (4 types - see below)	20			
Type 1: 42ton; 18.00x25	190			
Type 2: 32ton; 16.00x25	280			
Type 3: 18ton;12.00-20	320			
Type 4: 8ton; 900x20	370			
REACH STACKERS				
2 types:	18			
Type 1: Kalmar; 16.00x25	75			
TRAILERS	260			
8 types:				
Type 2: 40 TON TRAILER, 10.00-20 solid	192			
Type 4: 75 TON trailer, 385/65R22.5	185			
Type 5: 90 ton trailer (2 skips), 12.00-20solid & 12.00-20 pneumatic	185			
Type 6: 90 "TAP" trailer (3 skips), 310/80R22.5	550			
MOBILE HARBOUR CRANES:	48			
Type 1: Lieber, 285/70R19.5	48			
TRACTORS "Bell Shunting"	18			
18.4 X 30 X 10 PLY (Rear axle) and 18.4-34	40			
1000 X 16 X 6 PLY (Front axle)	90			
DURBAN CONTAINER TERMINAL PIER 2				
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				
DURBAN CONTAINER TERMINAL 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" (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)				
6tyres each) and 10 of 2x2type (300-15 front; 700-12 rear, 8-25x15	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				

KWAZULU NATAL REGION - RETREADING

FOR THE PROVISION OF TYRES MAINTENANCE SERVICE AND RETREADING 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 FOR A PERIOD OF FIVE (5) YEARS

TYRE SIZES USED	Estimated Usage	Tube/Tubeless	PRICE IN ZAR EXCL VAT
RICHARDS BAY MPT			
FORKLIFT (5 types - see below)			
Type 1: 42ton; 18.00x25	30	Tubeless	
Type 2: 32ton; 16.00x25	30	Tubeless	
REACH STACKERS			
2 types:			
Type 1: Kalmar; 16.00x25	10	Tubeless	
Type 2: Sany; 18.00X25X40 PLY INDUSTRIAL	10	Tubeless	

KWAZULU NATAL REGION - RIMS

FOR THE PROVISION OF TYRES MAINTENANCE SERVICE AND RETREADING 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 FOR A PERIOD OF FIVE (5) YEARS

TYRE/RIM DESCRIPTION	ESTIMATED USAGE	TYRE LOAD LIMIT AT MAXIMUM SPEED	PRICE IN ZAR EXCL VAT
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		
1000 X 16 X 6 PLY (Front axle)	8		
DCT Pier 2			
STRADDLE CARRIERS			
RIM;12 STUD,16 X 25	150		
RIM;CNTR DISH,P/N:140945014	100		
RIM WHEEL PNEUM TIRE;140945021,TEREX;STL	110		
RIM WHEEL PNEUM TIRE;ON-T2NAKON2	110		
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 (Normal Haulers (6 tyres each) + Farm Tractors (4 tyres each))			
12R22.5 (Normal hauler front/rear)	16		
300 X 80R22.5 TUBELESS (Normal hauler front/rear)	16		
FORKLIFT (4x2 (16.00R25) and 2x2 (300-15 front; 700-12 rear))			

TRAILERS (8 Tandem Dual (8 tyres each); 8 Triaxle Dual (12 tyres each))			
12.00-20 WIDTH RIM -80 SOLID (rim for solid tyre)	12		
REACH STACKERS			
18.00x25:40 PLY INDUSTRIAL:42t	2		
SWEEPERS			
7.00-12 16PLY PNEUMETIC - rather go solid!	1		
PAYLOADERS			
23.5-25 E-3/L-3 TRIANGLE TUBELESS - unsure whether this is still used	4		
20.5-25L-5 TUBELESS	2		

KWAZULU NATAL REGION - TYRE MANAGEMENT SYSTEM	
FOR THE PROVISION OF TYRES MAINTENANCE SERVICE AND RETREADING 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 FOR A PERIOD OF FIVE (5) YEARS	
TYRE MANAGEMENT SYSTEM PER TERMINAL	RATE PER MONTH (R) Year 1
RICHARDS BAY MPT	
DURBAN MPT ("RORO - POINT")	
DURBAN CONTAINER TERMINALS PIER 1	
DURBAN CONTAINER TERMINALS PIER 2	
MPT MAYDON WHARF ("RORO MAYDON WHARF")	

***Bidders Must provide a cost breakdown of the Tyre Management Rate**

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

KWAZULU NATAL REGION - TYRE MAINTENANCE	
FOR THE PROVISION OF TYRES MAINTENANCE SERVICE AND RETREADING 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 FOR A PERIOD OF FIVE (5) YEARS	
TYRE FITMENT AND MAINTENANCE	RATE PER MONTH (R) Year 1
RICHARDS BAY MPT	
DURBAN MPT ("RORO - POINT")	
DURBAN CONTAINER TERMINALS PIER 1	
DURBAN CONTAINER TERMINALS PIER 2	
MPT MAYDON WHARF ("RORO MAYDON WHARF")	

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]

EASTERN CAPE REGION - REPAIRS

FOR THE PROVISION OF TYRES MAINTENANCE SERVICE AND RETREADING 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 FOR A PERIOD OF FIVE (5) YEARS

Tyre Sizes Used	Estimated Usage	Vulcanize Hot Repair per Tyre	Vulcanise on Site Repair per Tyre	Sectional Repair per Tyre		
				Sidewall	Shoulder	Crown
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					
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					
Port Elizabeth Container Terminal						
STRADDLE CARRIERS						
1600R25 CONTAINER HANDLER INDUSTRIAL New	5					
1600 25(Industrial new)	60					
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

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					

EASTERN CAPE REGION - MISCELLANEOUS

FOR THE PROVISION OF TYRES MAINTENANCE SERVICE AND RETREADING 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 FOR A PERIOD OF FIVE (5) YEARS

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		

EASTERN CAPE REGION - TUBES,FLAPS & O-RINGS

FOR THE PROVISION OF TYRES MAINTENANCE SERVICE AND RETREADING 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 FOR A PERIOD OF FIVE (5) YEARS

TYRE SIZES USED	Estimated usage	New Tubes Net Price	New Flaps Net Price
NGQURA			
Earth moving equipment inside valve	100		
Earth moving equipment valve caps	100		
11.00-20	20		
PECT (3100)			
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		

EASTERN CAPE REGION - VALVES

FOR THE PROVISION OF TYRES MAINTENANCE SERVICE AND RETREADING 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 FOR A PERIOD OF FIVE (5) YEARS

TYRE SIZES USED	Number of wheels per machine	Estimated usage	Net Price
EAST LONDON (2100)			
FORKLIFT	6		
Valve Extensions		6	
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	
Port Elizabeth Container Terminal			
HAULERS	6		
Valve Extensions		40	
BATH TUB TRAILERS	8		
Valve Extensions		80	
STRADDLE CARRIERS	8		
16.00-25 E4 Container master		100	
Port Elizabeth MPT			
Haulers	6		
Valve Extensions		12	
TRAILERS	8		
Valve Extensions		30	

EASTERN CAPE REGION - PUNCTURES

FOR THE PROVISION OF TYRES MAINTENANCE SERVICE AND RETREADING 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 FOR A PERIOD OF FIVE (5) YEARS

TYRE DESCRIPTION	Estimated Usage	Puncture repair to tyre on breakdown	Reinforced Repair	Accessories
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				
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				
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				

EASTERN CAPE REGION - RIMS

FOR THE PROVISION OF TYRES MAINTENANCE SERVICE AND RETREADING 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 FOR A PERIOD OF FIVE (5) YEARS

TYRE/RIM DESCRIPTION	ESTIMATED USAGE	PRICE IN ZAR PER UNIT (EXCL VAT)	PRICE IN ZAR PER ESTIMATE USAGE (EXCL VAT)
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		
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 Axle	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		
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		

EAST LONDON PORT

FOR THE PROVISION OF TYRES MAINTENANCE SERVICE AND RETREADING 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 FOR A PERIOD OF FIVE (5) YEARS

TYRE/RIM DESCRIPTION	ESTIMATED USAGE	TYRE LOAD LIMIT AT MAXIMUM SPEED	PRICE IN ZAR PER UNIT (EXCL VAT)	PRICE IN ZAR PER ESTIMATE USAGE (EXCL VAT)
NGQURA				
FERRARI HAULERS				
300/80R22.5	200			
12R22.5	200			
TRAILER BATHTUB				
300/80R22.5	400			
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				

EASTERN CAPE REGION - TYRES MANAGEMENT SYSTEM	
FOR THE PROVISION OF TYRES MAINTENANCE SERVICE AND RETREADING 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 FOR A PERIOD OF FIVE (5) YEARS	
TYRE MANAGEMENT SYSTEM PER TERMINAL	RATE PER MONTH (R) YEAR 1
EAST LONDON	
NGQURA	
PORT ELIZABETH MPT	
PORT ELIZABETH CONTAINER TERMINAL	

***Bidders Must provide a cost breakdown of the Tyre Management Rate**

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

EASTERN CAPE REGION - TYRE MAINTENANCE	
FOR THE PROVISION OF TYRES MAINTENANCE SERVICE AND RETREADING 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 FOR A PERIOD OF FIVE (5) YEARS	
TYRE FITMENT AND MAINTENANCE	RATE PER MONTH (R) YEAR 1
EAST LONDON	
NGQURA	
PORT ELIZABETH MPT	
PORT ELIZABETH CONTAINER TERMINAL	

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

Maintenance fee to be fixed for 12 months.

ANNEXURE

C :

PRICING

SCHEDULE -

[WESTERN

CAPE]

WESTERN CAPE REGION - REPAIRS							
FOR THE PROVISION OF TYRES MAINTENANCE SERVICE AND RETREADING 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 FOR A PERIOD OF FIVE (5) YEARS							
Tyre Sizes Used	Current Fleet		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)	30	Tubeless					
18.00-25 40 Ply E3 Industrial (tubeless)							
STRADDLE CARRIERS	5						
16.00-25 E4 Container master (tubeless)		Tubeless					
REACH STACKER	2						
18.00-25 E4 (40 Ply) (tubeless)		Tubeless					
HAULERS	60						
310/80 R22.5 (tubeless)		Tubeless					
12R 22.5 (tubeless)		Tubeless					
EMPTY CONTAINER HANDLER	8						
14.00-24 Container master (tubeless)		Tubeless					
14.00x24" tube with flap		Tube					
TRAILERS	71						
310/80 R22.5 (tubeless)		Tubeless					
FORKLIFT	6						
6.50-10, 14 Ply tube		Tube					
28x9x15, 14 Ply tube		Tube					
DIESEL BOWSER	2						
385x65 (tubeless)		Tubeless					
18.4-34 (tube)		Tube					
10.00-16 (tube)		Tube					
HAZMAT TRAILER	2						
300/80R22.5 tubeless		Tubeless					
CAPE TOWN MPT							
MOBILE CRANE	3						
285/70 R19.5 (tubeless)		Tubeless					
REACH STACKER	3						
18.00-25 E4 (40 Ply) (Tubeless)		Tubeless					
STRADDLE CARRIERS	5						
16.00-25 E4 Container master (Tubeless)		Tubeless					
HAULERS	16						
310/80 R22.5 (tubeless)		Tubeless					
12R 22.5 (tubeless)		Tubeless					
TRAILERS	16						
310/80 R22.5 (tubeless)		tubeless					
385/65 R22.5 (tubeless)		tubeless					
FORKLIFT	9						
12.00x20:20PLY E-3 INDUSTRIAL (tube)	1	Tube					
14.00-24 Container master (tubeless)	1	Tubeless					
16.00-25 Tyre (tubeless)	2	Tubeless					
8.15-15 (SOLID) IMPORT		Tubeless					
8.25-15 (SOLID) IMPORT	2	Tubeless					
6.50-10 (SOLID)	3	Tubeless					
700 X12 (SOLID) IMPORT		Tubeless					
28x9x15 (SOLID) IMPORT		Tubeless					
3.00x15:14PLY INDUSTRIAL (tubeless)		Tubeless					
600 X 9 PNEUMATIC (tubeless)		Tubeless					
DIESEL BOWSER	1						
195R14C (tubeless)							
18.4-34 (tube)		Tubeless					
10.00-16 (tube)		Tube					
BELL TRACTORS	5						
18.4-34 (tube)		Tube					
10.00-16 (tube)		Tube					

SALDANHA BAY MPT (5100)

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

WESTERN CAPE REGION - MISCELLANEOUS

FOR THE PROVISION OF TYRES MAINTENANCE SERVICE AND RETREADING 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 FOR A PERIOD OF FIVE (5) YEARS

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		

WESTERN CAPE REGION - TUBES, FLAPS & O-RINGS

FOR THE PROVISION OF TYRES MAINTENANCE SERVICE AND RETREADING 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 FOR A PERIOD OF FIVE (5) YEARS

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 (tubeless)	7056		
ORINGS 18.00x25"			
STRADDLE CARRIERS			
16.00-25 E4 Container master (tubeless)			
Orings 16.00x25"	1200		
REACH STACKER			
18.00-25 E4 (40 Ply) (tubeless)	240		
HAULERS			
310/80 R22.5 (tubeless)	4800		
12R 22.5 (tubeless)			
EMPTY CONTAINER HANDLER			
14.00-24 Container master (tubeless)	480		
14.00x24" tube with flap			
TRAILERS			
310/80 R22.5 (tubeless)	4800		
FORKLIFT			
6.50-10, 14 Ply tube	240		
28x9x15, 14 Ply tube			
DIESEL BOWSER			
385x65 (tubeless)	240		
18.4-34 (tube)			
10.00-16 (tube)			
HAZMAT TRAILER			
300/80R22.5 tubeless	20		
CAPE TOWN MPT			
MOBILE CRANE	480		
285/70 R19.5 (tubeless)			
REACH STACKER	240		
18.00-25 E4 (40 Ply) (Tubeless)			
STRADDLE CARRIERS	480		
16.00-25 E4 Container master (Tubeless)			
HAULERS	1200		
310/80 R22.5 (tubeless)			
12R 22.5 (tubeless)			
TRAILERS	1200		
310/80 R22.5 (tubeless)			

385/65 R22.5 (tubeless)			
FORKLIFT	1200		
12.00x20:20PLY E-3 INDUSTRIAL (tube)			
14.00-24 Container master (tubeless)			
16.00-25 Tyre (tubeless)			
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 (tubeless)			
600 X 9 PNEUMATIC (tubeless)			
DIESEL BOWSER	240		
195R14C (tubeless)			
18.4-34 (tube)			
10.00-16 (tube)			
BELL TRACTORS	1200		
18.4-34 (tube)			
10.00-16 (tube)			
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		

WESTERN CAPE REGION - VALVES

FOR THE PROVISION OF TYRES MAINTENANCE SERVICE AND RETREADING 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 FOR A PERIOD OF FIVE (5) YEARS

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 (tubeless)			
STRADDLE CARRIERS	8	1200	
16.00-25 E4 Container master (tubeless)			
REACH STACKER	6	240	
18.00-25 E4 (40 Ply) (tubeless)			
HAULERS	4	4800	
310/80 R22.5 (tubeless)			
12R 22.5 (tubeless)			
EMPTY CONTAINER HANDLER	4	480	
14.00-24 Container master (tubeless)			
14.00x24" tube with flap			
TRAILERS	8	4800	
310/80 R22.5 (tubeless)			
FORKLIFT	6	240	
6.50-10, 14 Ply tube			
28x9x15, 14 Ply tube			
DIESEL BOWSER	6	240	
385x65 (tubeless)			
18.4-34 (tube)			
10.00-16 (tube)			
HAZMAT TRAILER	8	20	
300/80R22.5 tubeless			
CAPE TOWN MPT			
MOBILE CRANE	36	480	
285/70 R19.5 (tubeless)			
REACH STACKER	6	240	
18.00-25 E4 (40 Ply) (Tubeless)			
STRADDLE CARRIERS	8	480	
16.00-25 E4 Container master (Tubeless)			
HAULERS	4	1200	
310/80 R22.5 (tubeless)			
12R 22.5 (tubeless)			

TRAILERS	8	1200	
310/80 R22.5 (tubeless)			
385/65 R22.5 (tubeless)			
FORKLIFT	6	1200	
12.00x20:20PLY E-3 INDUSTRIAL (tube)			
14.00-24 Container master (tubeless)			
16.00-25 Tyre (tubeless)			
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 (tubeless)			
600 X 9 PNEUMATIC (tubeless)			
DIESEL BOWSER	6	240	
195R14C (tubeless)			
18.4-34 (tube)			
10.00-16 (tube)			
BELL TRACTORS	4	1200	
18.4-34 (tube)			
10.00-16 (tube)			
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	

WESTERN CAPE REGION - PUNCTURES

FOR THE PROVISION OF TYRES MAINTENANCE SERVICE AND RETREADING 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 FOR A PERIOD OF FIVE (5) YEARS

TYRE DESCRIPTION	Current Fleet	Puncture repair to tyre on breakdown	Reinforced Repair	Accessories
CAPE TOWN CONTAINER TERMINALS				
RUBBER TYRE GANTRY (RTG)	30	7056		
18.00-25 40 Ply E3 Industrial (tubeless)				
STRADDLE CARRIERS	5	1200		
16.00-25 E4 Container master (tubeless)				
REACH STACKER	2	240		
18.00-25 E4 (40 Ply) (tubeless)				
HAULERS	60	4800		
310/80 R22.5 (tubeless)				
12R 22.5 (tubeless)				
EMPTY CONTAINER HANDLER	8	480		
14.00-24 Container master (tubeless)				
14.00x24" tube with flap				
TRAILERS	71	4800		
310/80 R22.5 (tubeless)				
FORKLIFT	6	240		
6.50-10, 14 Ply tube				
28x9x15, 14 Ply tube				
DIESEL BOWSER	2	240		
385x65 (tubeless)				
18.4-34 (tube)				
10.00-16 (tube)				
HAZMAT TRAILER	2	20		
300/80R22.5 tubeless				
CAPE TOWN MPT				
MOBILE CRANE	3	480		
285/70 R19.5 (tubeless)				
REACH STACKER	3	240		
18.00-25 E4 (40 Ply) (Tubeless)				
STRADDLE CARRIERS	5	480		
16.00-25 E4 Container master (Tubeless)				
HAULERS	16			
310/80 R22.5 (tubeless)		1200		
12R 22.5 (tubeless)				

TRAILERS	16			
310/80 R22.5 (tubeless)				
385/65 R22.5 (tubeless)		1200		
FORKLIFT	9			
12.00x20:20PLY E-3 INDUSTRIAL (tube)	1			
14.00-24 Container master (tubeless)	1			
16.00-25 Tyre (tubeless)	2	1200		
8.15-15 (SOLID) IMPORT				
8.25-15 (SOLID) IMPORT	2			
6.50-10 (SOLID)	3			
700 X12 (SOLID) IMPORT				
28x9x15 (SOLID) IMPORT				
3.00x15:14PLY INDUSTRIAL (tubeless)				
600 X 9 PNEUMATIC (tubeless)				
DIESEL BOWSER	1			
195R14C (tubeless)				
18.4-34 (tube)		240		
10.00-16 (tube)				
BELL TRACTORS	5			
18.4-34 (tube)				
10.00-16 (tube)		1200		
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			

WESTERN CAPE REGION - RETREADING

FOR THE PROVISION OF TYRES MAINTENANCE SERVICE AND RETREADING 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 FOR A PERIOD OF FIVE (5) YEARS

TYRE DESCRIPTION	Estimated Usage	PRICE UNIT IN ZAR EXCL VAT	PRICE PER ESTIMATE IN ZAR EXCL VAT
CAPE TOWN TERMINALS			
CAPE TOWN CONTAINER TERMINALS (4100)			
HAULERS			
310/80 R22.5 (tubeless)	150		
12R 22.5 (tubeless)	120		
TRAILERS			
310/80 R22.5 (tubeless)	288		
CAPE TOWN MPT (4200)			
MOBILE CRANE			
285/70 R19.5 (tubeless)	60		
HAULERS			
310/80 R22.5 (tubeless)	102		
12R 22.5 (tubeless)	90		
TRAILERS			
310/80 R22.5 (tubeless)	48		
385/65 R22.5 (tubeless)	8		

WESTERN CAPE REGION - RIMS

FOR THE PROVISION OF TYRES MAINTENANCE SERVICE AND RETREADING 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 FOR A PERIOD OF FIVE (5) YEARS

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 (tubeless)	60		
STRADDLE CARRIERS			
16.00-25 E4 Container master (tubeless)	12		
REACH STACKER			
18.00-25 E4 (40 Ply) (tubeless)	4		
HAULERS			
310/80 R22.5 (tubeless)	50		
12R 22.5 (tubeless)	40		
EMPTY CONTAINER HANDLER			
14.00-24 Container master (tubeless)	20		
14.00x24" tube with flap	20		
TRAILERS	50		
310/80 R22.5 (tubeless)			
FORKLIFT	8		
6.50-10, 14 Ply tube	8		
28x9x15, 14 Ply tube			
DIESEL BOWSER	12		
385x65 (tubeless)	12		
18.4-34 (tube)	12		
10.00-16 (tube)			
HAZMAT TRAILER	12		
300/80R22.5 tubeless			
CAPE TOWN MPT			
MOBILE CRANE			
285/70 R19.5 (tubeless)	20		
REACH STACKER			
18.00-25 E4 (40 Ply) (Tubeless)	10		
STRADDLE CARRIERS			
16.00-25 E4 Container master (Tubeless)	10		
HAULERS			
310/80 R22.5 (tubeless)	20		
12R 22.5 (tubeless)	20		
TRAILERS			
310/80 R22.5 (tubeless)	30		
385/65 R22.5 (tubeless)	2		
FORKLIFT			
12.00x20:20PLY E-3 INDUSTRIAL (tube)	6		
14.00-24 Container master (tubeless)	4		
16.00-25 Tyre (tubeless)	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 (tubeless)	2		
600 X 9 PNEUMATIC (tubeless)	2		
DIESEL BOWSER			
195R14C (tubeless)	2		
18.4-34 (tube)	2		
10.00-16 (tube)	8		
BELL TRACTORS			
18.4-34 (tube)	6		
10.00-16 (tube)	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		

WESTERN CAPE REGION - TYRE MANAGEMENT SYSTEM	
FOR THE PROVISION OF TYRES MAINTENANCE SERVICE AND RETREADING 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 FOR A PERIOD OF FIVE (5) YEARS	
TYRE MANAGEMENT SYTEM PER TERMINAL	RATE PER MONTH (R) YEAR 1
CAPE TOWN CONTAINER TERMINALS	
CAPE TOWN MPT	
SALDANHA BAY MPT	

***Bidders Must provide a cost breakdown of the Tyre Management Rate**

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

WESTERN CAPE REGION - TYRE MAINTENANCE	
FOR THE PROVISION OF TYRES MAINTENANCE SERVICE AND RETREADING 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 FOR A PERIOD OF FIVE (5) YEARS	
TYRE FITMENT AND MAINTENANCE	RATE PER MONTH (R) YEAR 1
CAPE TOWN CONTAINER TERMINALS	
CAPE TOWN MPT	
SALDANHA BAY MPT	

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

Maintenance fee to be fixed for 12 months.

ANNEXURE

D :

MASTER

AGREEMENT



MASTER AGREEMENT

entered into by and between

TRANSNET SOC LTD

and

.....

FOR THE PROVISION OF TYRES MAINTENANCE SERVICE AND RETREADING 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 FOR A PERIOD OF FIVE (5) YEARS

Agreement Number
Commencement Date
Expiry Date

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SCHEDULE 1 – WORK ORDER / SCHEDULE OF REQUIREMENTS

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, 4001**, Republic of South Africa [**Transnet**]

and

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

NOW THEREFORE, IT IS AGREED:

- 1.1 Transnet hereby appoints the Service Provider to provide, and Transnet undertakes to accept the supply of provision of Services provided for herein, as formally agreed between the Parties and in accordance with the Schedule of Requirements / Work Orders issued as a schedule to this Agreement; and
- 1.2 the Service Provider hereby undertakes to provide the Services provided for herein, as formally agreed between the Parties and in accordance with the Schedule of Requirements issued as a schedule to 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 **Assignment** refers to the transfer of rights and obligations in a contract from an assigner to an assignee.
- 2.4 **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;
- 2.5 **Business Day(s)** means Mondays to Fridays between 07:30 and 16:00, excluding public holidays as proclaimed in South Africa;
- 2.6 **Cession** refers to the transfer of only the rights a service provider has in terms of a contract from it to a third party.

- 2.7 **Commencement Date** means, notwithstanding the signature date of this Agreement;
- 2.8 **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;
- 2.9 **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;
- 2.10 **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;
- 2.11 **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;
- 2.12 **Expiry Date** means ;
- 2.13 **Foreground Intellectual Property** means all Intellectual Property developed by either Party pursuant to this Agreement;
- 2.14 **Goods** means the material / products specified in the Schedule of Requirements appended as Schedule 1 hereto;
- 2.15 **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 Service Provider**]. 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>;
- 2.16 **Imported content** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the Service Provider or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.17 **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;
- 2.18 **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;
- 2.19 **Local content** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.20 **Parties** mean the Parties to this Agreement together with their subsidiaries, divisions, business units, successors-in-title and assigns;
- 2.21 **Party** means either one of these Parties;

- 2.22 **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;
- 2.23 **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;
- 2.24 **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;
- 2.25 **Purchase Order(s)** means official orders issued by an operating division of Transnet to the Service Provider for the supply of Goods or Services;
- 2.26 **Service(s)** means, the Service(s) provided to Transnet by the Service Provider, pursuant to the Work Order(s) in terms of this Agreement;
- 2.27 **Service Level Agreement** or **SLA** means the processes, deliverables, key performance indicators and performance standards relating to the Services to be provided by the Service Provider;
- 2.28 **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;
- 2.29 **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;
- 2.30 **Schedule of Requirements** means Schedule 1 hereto;
- 2.31 **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 Service Provider the Goods or related Services or any part thereof or material used in the manufacture of the Goods or any part thereof;
- 2.32 **Subcontractor** means the third party with whom the Service Provider enters into a Subcontract;
- 2.33 **Tax Invoice** means the document as required by Section 20 of the VAT Act, as may be amended from time to time;
- 2.34 **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;
- 2.35 **VAT** means Value-Added Tax chargeable in terms of the VAT Act, 89 of 1991, as may be amended from time to time; and
- 2.36 **VAT Act** means the Value Added Tax Act, No 89 of 1991, as may be amended from time to time.

- 2.37 **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 arrange for the provision to Transnet of the Services which meet the requirements and specifications of Transnet, the delivery of which is 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.

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 if this Agreement is and the duration shall be for a [.....] year period, 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 is extended at Transnet's option for a further period to be agreed by the Parties.
 - c) This Agreement shall terminate automatically on the date of depletion of funds allocated to the project. In the event of such termination, the Parties shall incur no further obligation or liability under this Agreement other than for payment of services rendered prior to the expiration of funds;
- 6.2 Notwithstanding clause 288 [*Breach and Termination*], either Party may cancel this Agreement without cause by giving 30 [thirty] 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 Transnet undertakes to promptly comply with any reasonable request by the Service Provider for information, including information concerning Transnet's operations and activities, that relates to

the Services as may be necessary for the Service Provider to provide the Services, but for no other purpose. However, 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.

8.2 The Service Provider shall give Transnet reasonable notice of any information it requires.

8.3 Transnet agrees to provide the Service Provider or its Personnel such access to and use of its facilities as is necessary to allow the Service Provider to perform its obligations under this Agreement.

9 GENERAL OBLIGATIONS OF THE SERVICE PROVIDER

9.1 The Service Provider shall:

- a) respond promptly to all complaints and enquiries from 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 services;
- d) keep full records clearly indicating all transactions concluded by the Service Provider relating to the delivery of the 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 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 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 Services and ancillary 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 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 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 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 National Railway Safety Regulator Act, 16 of 2002, as may be amended from time to time, the Service Provider shall ensure that the Services and ancillary 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.

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.
- 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 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor 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 has in its bid provided Transnet with an understanding of the Service Provider's position with regard to issues such as waste disposal, recycling and energy conservation.

14 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (NIPP)

- 14.1 In terms of SBD 5, the Service Provider 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 11 of the RFP, the Service Provider has undertaken to create new jobs (either by them or their subcontractor).

16 PENALTIES

16.1 Penalties for Non-compliance to Service Level Agreement

Where the Service Provider fails to deliver the Goods/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

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.

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 schedule or Work Order.
- 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, 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 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 Services supplied in terms of this Agreement shall be subject to review as indicated in the Schedule of Requirements/Works Order annexed hereto.
- 19.2 No less than 2 [two] months prior to any proposed Price adjustment, the Parties shall commence negotiations for Prices for the next period or as otherwise indicated in Schedule 1 hereto. The Parties shall have regard for market-related pricing of equivalent goods, continuous improvement initiatives, costs [including labour, raw materials and transport/delivery], order size and frequency and changes to the specification of the Goods/Services.
- 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 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 Services of a like quality from another supplier at a total delivered cost to a Transnet facility that is lower than the total delivered cost of the 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 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 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 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 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 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 Service Provider hereby indemnifies and shall hold Transnet harmless against any direct damages suffered by or claims arising against Transnet in respect of clause 20.2 above.

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 23.

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 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/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.

26 NON CONFORMANCE OF SERVICES PROCURED

26.1 In the case of Goods/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 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 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 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 **Error! Reference source not found.** [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 2 [Definitions], 20 [Warranties], 27 [Rights on Cancellation], 32 [Confidentiality], 34 [Limitation of Liability], 35 [Intellectual Property Rights], 388 [Dispute Resolution] and 42.1 [Governing Law] shall survive termination or expiry of this Agreement.

29 CESSIONS AND ASSIGNMENTS AS PER NT INSTRUCTION NOTE 08 OF 2022/2023

29.1 The Service Provider is not allowed to cede its rights for payment in terms of this Agreement without prior written approval from Transnet. Cession shall only be applicable as follows:

- a) Cession must only be applicable to the transfer of right to payment for goods/services delivered/rendered by a Service Provider to an FSP or State Institutions;
- b) The written request for cession must be by the Service Provider and not a third party; and
- c) The written request by the Service Provider must be accompanied by the cession agreement.

29.2 The Service Provider is prohibited from transferring its rights and obligations to perform under this contract. Assignments are against the principles of section 217 of the Constitution mainly, fairness, transparency and competitiveness.

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

33.1 Without limiting the liability of the Service Provider under this Agreement, the Service Provider shall take out insurance in respect of all risks for which it is prudent 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 entirely at the discretion of the Service Provider.

33.2 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.

33.3 Subject to clause 33.4 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.

33.4 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 33.1 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 Services or ancillary Services, including the quality of the 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 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 be 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:

.....

.....

Attention:

b) **The Service Provider**

(i) For legal notices:

.....

.....

Attention:

(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:

ANNEXURE

E:

TRANSNET'S

GENERAL BID

CONDITIONS

GENERAL BID CONDITIONS

[June 2022]

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1 DEFINITIONS

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

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

2 GENERAL

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

3 SUBMITTING OF BID DOCUMENTS

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

4 USE OF BID FORMS

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

5 BID FEES

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

6 VALIDITY PERIOD

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

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

7 SITE VISITS / BRIEFING SESSIONS

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

8 CLARIFICATION BEFORE THE CLOSING DATE

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

9 COMMUNICATION AFTER THE CLOSING DATE

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

10 UNAUTHORISED COMMUNICATION ABOUT BIDS

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

11 RETURNABLE DOCUMENTS

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

12 DEFAULTS BY RESPONDENTS

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

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

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

13 CURRENCY

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

14 PRICES SUBJECT TO CONFIRMATION

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

15 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES

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

16 EXCHANGE AND REMITTANCE

- 16.1 The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Service Provider, effect payment overseas directly to the foreign principal or manufacturer of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.
- 16.2 It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.
- 16.3 The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the Exchange and Remittance section of the Bid Documents and also furnish full details of the principals or manufacturer to whom payment is to be made.
- 16.4 The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.
- 16.5 Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which the Goods 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 Providers shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 19.2 Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments/ alternatives by written submission on a company letterhead. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed amendments /alternative(s) are acceptable or otherwise, as the case may be. Respondents will be afforded an opportunity to withdraw an unacceptable deviation, failing which the respondent will be disqualified.

20 CONTRACT DOCUMENTS

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

21 LAW GOVERNING CONTRACT

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

22 IDENTIFICATION

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

23 RESPONDENT'S SAMPLES

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

24 SECURITIES

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

27 QUALITY OF MATERIAL

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

28 VALUE-ADDED TAX

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

28.2 In respect of foreign Services rendered:

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

29 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT

29.1 Method of Payment

- a) The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.
- b) However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.
- c) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.

- d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 29.1 (a) above. Failure to comply with clause 29.1 (a) above may preclude a Bid from further consideration.

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

29.2 Conditional Discount

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

30 CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS

30.1 Contract Quantities

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

30.2 Delivery Period

- a) **Period Contracts and Fixed Quantity Requirements**

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

The Service Provider may be required to submit periodical progress reports with regard to the delivery of the Goods
- c) **Emergency Demands as and when required**

If, due to unforeseen circumstances, supplies of the Goods covered by the Bid are required at short notice for immediate delivery, the Service Provider will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period, Transnet reserves the right to purchase such supplies as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source. The *Total or Partial*

Failure to Perform the Scope of Supply section in the Terms and Conditions of Contract will not be applicable in these circumstances.

31 PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS

31.1 Copyright

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

31.2 Drawings and specifications

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

31.3 Respondent's drawings

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

31.4 Foreign specifications

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

32 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS

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

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

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

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

a) Such Power of Attorney must comply with Rule 63 (Authentication of documents executed outside the Republic for use within the Republic) of the Uniform Rules of Court: Rules regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.

- b) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.
 - c) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.
 - d) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi*.
- 32.5 If payment is to be made in South Africa, the foreign Supplier [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [EFT]:
- a) funds are to be transferred to the credit of the foreign Supplier's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
 - b) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.
- 32.6 The attention of the Respondent is directed to clause 24 above [Securities] regarding the provision of security for the fulfilment of contracts and orders and the manner and form in which such security is to be furnished.

33 DATABASE OF RESTRICTED SUPPLIERS

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

34 CONFLICT WITH ISSUED RFX DOCUMENT

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

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ANNEXURE

F:

TRANSNET'S

SUPPLIER

INTEGRITY

PACT



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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

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

3 OBLIGATIONS OF THE BIDDER / SUPPLIER

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

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

4 INDEPENDENT BIDDING

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

- e) the submission of a Bid which does not meet the specifications and conditions of the RFP; or
- f) bidding with the intention of not winning the Bid.

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

5 DISQUALIFICATION FROM BIDDING PROCESS

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

6 DATABASE OF RESTRICTED SUPPLIERS

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

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

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

7 PREVIOUS TRANSGRESSIONS

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

8 SANCTIONS FOR VIOLATIONS

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

9 CONFLICTS OF INTEREST

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

10 DISPUTE RESOLUTION

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

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

11 GENERAL

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

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

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

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

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

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

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ANNEXURE

G :

NON-

DISCLOSURE

AGREEMENT



NON-DISCLOSURE AGREEMENT

[April 2020]

THIS AGREEMENT is made between

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

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

and

the Company as indicated in the RFP bid response hereto.

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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



TRANSNET PORT TERMINAL: BULK TERMINALS
 DESCRIPTION OF WORKS: ICLM HQ 791/TPT - PROVISION OF TYRES MAINTENANCE SERVICE AND RETREADING 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 ONAN "AS-AND-WHEN-REQUIRED" BASIS FOR A PERIOD OF FIVE (5) YEARS

ANNEXURE H

CHECKLIST

Description	Comply Yes/No
1. Are the bidder's premises Industrial or Residential? If bidder's premises are residential, bidder will be disqualified	
2. Verification of calibration certificates	
3. The Bidder's tools have active valid calibration certification?	
4. Verify bidder's vehicles as submitted in the bid	
5. Does the Bidder have at least, currently, two vehicles?	
6. Is the Bidder registered with the South African regulatory body for management/handling of scrap tyres?	
7. Does the Bidder have a valid registration certification for waste management in accordance with the Waste Act 59 of 2008?	
8. Does the Bidder have an installation history file that shows that they have done tyres retreading in the past?	
9. Does the Bidder have traceable quality control in their previous installation files?	
10. Does the Bidder have any valid SABS quality certification? Specify which one is it and its validity period.	
11. Does the Bidder have data sheets of the rims that they supply?	
12. Does the Bidder have general arrangement drawings of the rims that they supply?	
13. Does the Bidder have data sheets of the retreading that they do?	
14. Does the Bidder have general arrangement drawings of the retreading that they do?	
15. Does the Bidder have a Quality Management System in place?	
16. Tyre Management System	



TRANSNET PORT TERMINAL: BULK TERMINALS

DESCRIPTION OF WORKS: iCLM HQ 791/TPT - PROVISION OF TYRES MAINTENANCE SERVICE AND RETREADING 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 ONAN "AS-AND-WHEN-REQUIRED" BASIS FOR A PERIOD OF FIVE (5) YEARS

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.	
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	

RETURNABLE

B1 -

ELIGIBILITY

DESCRIPTION OF WORKS: PROVISION OF TYRES MAINTENANCE SERVICE AND RETREADING 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 ONAN "AS-AND-WHEN-REQUIRED" BASIS FOR A PERIOD OF FIVE (5) YEARS

Returnable Document	Returnable B1 - Eligibility	Mandatory Returnable
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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.

Description	Select relevant
Bidders 'Proof of registration with the Waste Bureau	
Proof of registration for the out-sourced company that will be utilized.	

Name: _____

Date _____

Signature: _____

Position _____

Bidders Name: _____

RETURNABLE

B2 -

ELIGIBILITY

DESCRIPTION OF WORKS: PROVISION OF TYRES MAINTENANCE SERVICE AND RETREADING 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 ONAN "AS-AND-WHEN-REQUIRED" BASIS FOR A PERIOD OF FIVE (5) YEARS

Returnable Document	Returnable B2 - Eligibility	Mandatory Returnable
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Bidder is able to provide the standby Breakdowns vehicles onsite support services 24 hours per day and 7 days a week.

Vehicle Requirements:

Region	Port	Area	Number of vehicles
KwaZulu Natal Region	Durban Container Terminal	Pier 2	4 vehicles for onsite support
	Durban Container Terminal	Pier 1	2 vehicles for onsite support
	Maydon Wharf & Point (Durban)	Maydon Wharf & Point	1 vehicle for onsite support
	Richards Bay	Richards Bay	2 vehicles for onsite support
Western Cape Region	Cape Town	Cape Town	3 vehicles for onsite Support
	Saldanha	Saldanha	1 vehicle for onsite support
Eastern Cape Region	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

The Bidder to attach proof of ownership logbooks or lease agreement, for the minimum of:

Please select relevant number of vehicles selected:

TPT's Requirements	Please select relevant option
Two (2) vehicles per region	
Four (4) vehicles for two (2) Regions	
Six (6) vehicles for 3 Regions, that will support the Transnet Port Terminals, as per SOW requirements.	

Name: _____

Date _____

Signature: _____

Position _____

Bidders Name: _____

RETURNABLE
B3 -
CALIBRATION
CERTIFICATES

DESCRIPTION OF WORKS: PROVISION OF TYRES MAINTENANCE SERVICE AND RETREADING 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 ONAN "AS-AND-WHEN-REQUIRED" BASIS FOR A PERIOD OF FIVE (5) YEARS

Returnable Document	Returnable B3 – Calibration Certificate	Scoring Returnable
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Service provider must provide a valid calibration certificate for all tools that are used for tyre maintenance as per OEM specification.

Description	Submitted? Yes/No
3 yearly Air receiver Hydraulic pressure test certificates.	
Yearly compressor pressure gauge calibration certificate	
Yearly safety valve calibration certificate on air receiver	
Torque wrench calibration certificates	

Name: _____

Date _____

Signature: _____

Position _____

Bidders Name: _____

RETURNABLE

B4 -

TIMELINES

DESCRIPTION OF WORKS: PROVISION OF TYRES MAINTENANCE SERVICE AND RETREADING 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 ONAN "AS-AND-WHEN-REQUIRED" BASIS FOR A PERIOD OF FIVE (5) YEARS

Returnable Document	Returnable B4 - Timelines	Scoring Returnable
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Bidder to provide Lead times for fitting and rapid repairs as well as Response time to breakdowns from the time of receiving the notification of breakdown.

Organization	Contact Person	Telephone – Landline	Email Address	Contract Value (R)	Period (Years)	Turnaround Time

Bidder to indicate whether they will be able to meet TPT’s timelines as indicated below:

Description	Lead time	able to meet TPT’s timeline. YES/NO
Lead times for fitting and rapid repair	Fitting of Tires Lead Time: 3 hours or less	
	Rapid repair turnaround time for damaged tyres: 3 hours or less.	
	Retreading turnaround time for damaged tyres: 3 hours or less	
Response time to breakdowns from the time of receiving the notification of breakdown	≤ 1hour offsite / ≤ 20min onsite	
	> 1 hour, <2hours offsite / >20min, <30min onsite	
	>2 hours offsite / >30min onsite	

Evidence Required:

- Bidder must submit reference letters as supporting documents for the Lead times for fitting and rapid repairs.**
- Bidder must submit historical data (Signed log sheets/Job cards/Client testimonials) of previous breakdown response time for onsite and offsite.**

iCLM HQ 767/TPT

DESCRIPTION OF WORKS: PROVISION OF TYRES MAINTENANCE SERVICE AND RETREADING 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 ONAN "AS-AND-WHEN-REQUIRED" BASIS FOR A PERIOD OF FIVE (5) YEARS

Name: _____

Date _____

Signature: _____

Position _____

Bidders Name: _____

RETURNABLE

B5 -

RETREADING

DESCRIPTION OF WORKS: PROVISION OF TYRES MAINTENANCE SERVICE AND RETREADING 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 ONAN "AS-AND-WHEN-REQUIRED" BASIS FOR A PERIOD OF FIVE (5) YEARS

Returnable Document	Returnable B5 - Retreading	Scoring Returnable
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Retreaded Tyre minimum operating life without rubber separation (retread peeling off) in terms of months, or operating hours, or kilometers.

Activity	Minimum requirement	Duration
Minimum operating life without rubber separation	3000 hours/30 000km/ 6 months	_____ or KM's or months

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:

Name: _____

Date _____

Signature: _____

Position _____

Bidders Name: _____

RETURNABLE

B6 -

REFERENCES

DESCRIPTION OF WORKS: PROVISION OF TYRES MAINTENANCE SERVICE AND RETREADING 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 ONAN "AS-AND-WHEN-REQUIRED" BASIS FOR A PERIOD OF FIVE (5) YEARS

Returnable Document	Returnable B6 - References	Scoring Returnable
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Provide evidence related to tyre maintenance services, bidder must submit at least three reference letters from different Companies or Operational divisions. Bidder to provide three (3) or more reference letters on company letterheads and include contact details and signatures of referees showing that they have the relevant tyre management experience

Bidder must at least have 3 yrs experience or more

Organization	Contact Person	Telephone – Landline	Email Address	Contract Value (R)	Period (Years)

**** Failure to submit the reference letter will result in the bidder scoring a Zero (0) on this criterion.**

Name: _____

Date _____

Signature: _____

Position _____

Bidders Name: _____