

**TRANSNET**



*port terminals*

## **ANNEXURE A**

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# **SCOPE OF WORK**

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## SCOPE OF WORK

**Supply of Personal Protective Equipment and Safety Wear for Transnet SOC Ltd (Reg. No. 1990/000900), operating as Transnet Port Terminals (hereinafter referred to as 'TPT') for the Durban Terminals, on an 'as and when required' basis, for a period of three (3) years.**

### Table of Contents

1. BACKGROUND .....	2
2. DEFINITIONS AND ABBREVIATIONS .....	3
3. STANDARDS APPLICABLE TO PPE .....	4
4. TECHNICAL SPECIFICATION (PPE AND SAFETY WEAR TO BE SUPPLIED) .....	8
5. OBJECTIVE CRITERIA .....	9
6. TMS AND SHE FILE .....	9
7. BUSINESS CONTINUITY .....	9
8. DELIVERY .....	9
9. WARRANTY .....	10

## 1. BACKGROUND

1.1. Transnet Port Terminals (TPT) invites Suppliers to the Request for Proposals (RFP) for the supply of Personal Protective Equipment for a period of Three (3) years in the following Terminals:

- i. Durban RoRo - Auto & Multi-Purpose Terminals
- ii. Maydon Wharf and Agribulk Terminals
- iii. Durban Container Terminal (Pier 1)
- iv. Durban Container Terminal (Pier 2)

1.2. Our intention is to source all PPE items as will be indicated in the Item Specification Document attached as Annexure A. Suppliers will be required to supply PPE as per the scope of work.

1.3. Contracts resulting through this RFP process will be for a period of Three (3) years. This will also ensure that stock is readily available when needed in order to reduce the costs.

## 2. DEFINITIONS AND ABBREVIATIONS

2.1. Definitions and terms used in this document may be interpreted to have the following meanings:

Definition	Meaning
PPE	Safety Devices or safeguards worn or held by an individual to protect them against one or more environmental hazards (EEC Commission 2006:6). Includes all equipment designed to provide protection to the wearer from potential hazards to the eyes, face, hands, head, feet, ears, and extremities
Eye/Face Protection	Equipment designed to provide protection to the face and eyes during exposure to such hazards as flying particles, molten metal or sparks, liquid chemicals, acids or caustic liquids, or potentially injurious light radiation (i.e., lasers, welding, etc.)
Foot Protection	Equipment designed to provide protection to the feet and toes during exposure to situations with the potential for foot injuries such as falling or rolling objects, chemical or liquid exposures, piercing objects through the sole or uppers, and/or where the employee's feet are exposed to electrical hazards
Hand Protection	Equipment designed to provide protection to the hands during exposures to potential hazards such as sharp objects, abrasive surfaces, temperature extremes and chemical contact. Hand protection is selected based upon the hazard and performance characteristics of the gloves
Hazard/Risk Assessment	The process utilized to identify hazards in the workplace and to select the appropriate Personal Protective Equipment to guard people against potential hazards
Head Protection	Equipment designed to provide protection to the head during exposure to potential

<b>Definition</b>	<b>Meaning</b>
	hazards such as falling objects, striking against low-hanging objects, or electrical hazards
Chemical Protection	This is PPE designed to provide protection against contact with hazardous chemical substances
Heat and Flame Protection	This is PPE designed to provide protection against radiant heat, flames, molten metal etc.
Flame resistant clothing	Clothing made of a material that, due to its inherent properties or as a result of treatment by a flame retardant, will slow, terminate or prevent flaming combustion

### 3. STANDARDS APPLICABLE TO PPE

3.1. All PPE products to be provided will conform to the latest applicable standards - either ISO standards, European Union (EN) standards and where applicable, equivalent South African National Standards (SANS). In this manner, the quality of PPE products will be guaranteed by means of conformity assessment bodies (testing, certification and inspection laboratories). The list of standards applicable per item is reflected below or the latest approved version. Note that this may not be exhaustive.

<b>Category of Protection</b>	<b>EN Standard No.</b>	<b>Description</b>	<b>Other Standards</b>
<b>Head Protection</b>	EN 397	Specification for industrial safety helmets	ISO 3873 ANSI Z89.1 SANS 1397
	EN 812-A1	Specification for industrial bump caps	
	EN 14052	Specification for high performance industrial helmets	
	N/A	Specification for protection against the sun (sun brim, over existing head protection)	UV 801
	EN-ISO 11612	Specification for flame resistant head protection	
	EN 50365	Specification for electrically insulating helmets for use on low voltage installations	ANSI Z89.2
	EN 470-1	Specification for skull & neck protection on welding/allied processes	
	EN 1149-5	Specification for anti-static head protection	
	EN 467	Specification for chemical head protection	
	EN 465	Specification for chemical head protection with spray-tight connections	

Category of Protection	EN Standard No.	Description	Other Standards
	EN 14605	Specification for chemical head protection with permeation resistance	
<b>Eye Protection</b>	EN 166	Specification for personal eye protection	ANSI Z87.1
	EN 169	Specification for filters used in eye protection for welding & related techniques	SANS 50169
	EN 170	Specification for ultraviolet filters	
	EN 171	Specification for infrared filters	
	EN 172	Specification for sun-glare filters for industrial use	
	EN 175	Specification for equipment for eye, face & neck protection during welding/allied processes	SANS 1400
	EN 207	Specification for laser radiation filters	
	EN 208	Specification for eye protection equipment on laser adjustment work	
	EN 379	Specification personal eye protection for automatic welding filters	
	EN 1731	Specifications for mesh-type eye/face protectors against mechanical hazards & heat	
<b>Hand Protection</b>	EN 420	General requirements for gloves	
	EN 381-7	Specifications for protective gloves for chainsaws	
	EN 388	Specifications for protective gloves against mechanical risks (abrasion, cutting, etc.)	
	EN 407	Specifications for protective gloves against thermal risk (heat and/or fire)	
	EN 421	Specifications for protective gloves against ionizing radiation/radioactive contamination	
	EN 511	Specifications for protective gloves against cold	
	EN 659	Specifications for protective gloves for fire fighters	
	EN 374-1	Specifications for protective gloves against chemicals and micro organisms	SANS 416
	EN 12477	Protective gloves for welders	
	EN 10819	Gloves for vibration & impact of mechanical origins	
	EN 60903	Specifications for gloves of insulating material for live working	
	EN 60984	Specification for sleeves of insulating material for live	

Category of Protection	EN Standard No.	Description	Other Standards
		working	
	EN 1082-1	Specification for gloves and arm guards protecting against cuts and stabs by hand knives, chain mail gloves and arm guards	
	EN 1082-2	Specification for gloves and arm guards made of material other than chain mail	
	EN 14328	Specification for gloves and armguards protecting against cuts by powered knives	
	EN 1149	Specification for gloves with anti-static properties	
<b>General Protection</b>	EN 342	Protection against cold (more than -5°C).	
	EN 343	Protection against foul weather	
	EN 381-11	Specifies the requirements for upper body protectors	
	EN 381-9	Specifies the requirements for protective gaiters	
	EN 381-7	Specifies the requirements for protective gloves	
	EN 381-5	Specifies the requirements for leg protectors	
	EN 381	Protection for users of hand-held chainsaws	
	EN 381	Protection for users of hand-held chainsaws	
	EN 412	Protection aprons against hand knives	
	EN 471	Protection against low-visibility hazards (High visibility, warning clothing)	SANS 50471
	EN 510	Protection against entanglement in moving parts	
	EN 1073-1	Protection against radioactive contamination	
	EN 1149-1	Protection against electrostatic discharge to avoid incendiary	
	EN 14058	Garments for protection against cool environments	
<b>Heat and Flame Protection</b>	EN 469	Protection for firefighters	
	EN 470-1	Protection clothing for use in welding, grinding and cutting	
	EN 531	Protection clothing for industrial workers exposed to heat (includes molten metal splash in foundries - levels D (Alum) & E (Iron).	
	EN 533	Protection against limited flame spread - limited materials	
	EN 1486	Fire-fighting specialised clothing	
<b>Chemical Protection</b>	EN 465	Liquid chemicals (spray-tight) Type 4 equipment	
	EN 466	Liquid chemicals (liquid-tight) Type 3 equipment	
	EN 467	Liquid chemicals (partial body e.g. Apron, sleeves & hoods)	
	prEN 943-1	Liquid and gaseous chemicals Type 1 (gas-tight) + Type 2 (non-gas-tight)	

Category of Protection	EN Standard No.	Description	Other Standards
	prEN 1511	Liquid chemicals for limited life/use (liquid-tight) Type 3 equipment	
	prEN 1512	Liquid chemicals for limited life/use (spray-tight) Type 4 equipment	
	prEN 1513	Liquid chemicals for limited life/use (partial body)	
	prEN 13034	Liquid chemicals for limited performance/re-usable Type 6	
	prEN 13982-2	Partial-tight limited life/re-usable Type 5 against solid particles	
	EN 14126	Protective Clothing against infective agents	
	EN 14605	Protective clothing against liquid chemicals	
		Footwear and gaiters for use in molten metal foundries	BS 4676
	EN 344-2	Additional requirements for protection against water, cut resistance & metatarsal protection	
<b>Foot Protection</b>	EN 344-1	Requirements & tests methods for safety footwear	
	EN 345-2	Additional requirements for protection against water, cut resistance & metatarsal protection	EN ISO 20345
	EN 345-1	Additional requirements for protection against IMPACT at 200J	EN ISO 20345
	EN 346-2	Additional requirements for protection against water, cut resistance & metatarsal protection	EN ISO 20346
	EN 346-1	Additional requirements for protection against IMPACT at 100J	EN ISO 20346
	EN 347-2	Additional requirements for protection against water	EN ISO 20347
	EN 347-1	Occupational footwear without safety toecaps	EN ISO 20347
	EN 349	Footwear protecting against molten metal splash	EN ISO 20349
	EN 381	Protection against hand-held chain saws	
	EN 13287	Slip resistance specifications for footwear	
	EN 14404	Specifications for knee protectors for work in the kneeling position	
	EN 15090	Footwear for firefighters	
	EN 17249	Specifications for safety footwear with resistance to chainsaw cutting	
	EN 50321	Specifications for electrically insulated footwear for working on low-voltage installations	
	EN 341	Personal protective equipment from falls from heights – descender devices	SANS 50341

Category of Protection	EN Standard No.	Description	Other Standards
	EN 353-2	Specifications for guided-type fall arrestors on a flexible anchorage line	SANS 50353-2

#### 4. TECHNICAL SPECIFICATION (PPE AND SAFETY WEAR TO BE SUPPLIED)

4.1. The supplier is to bid on the items as indicated in the Item Specification Document Annexure A.

##### *Inspection*

4.1.1. TPT or its representatives shall have the right to inspect the PPE to confirm that It conform to the Specification Document. TPT shall notify the Supplier in writing in a timely manner, of the identity of any representatives retained for these purposes.

4.1.2. The inspections may be conducted on the premises of the Supplier or even at TPT premises.

4.1.3. Should any inspected equipment fail to conform to the specifications, TPT may reject the PPE, and the Supplier shall either replace the rejected equipment or make alterations necessary to meet specifications requirements free of cost to TPT.

4.1.4. TPT has a right to inspect, and where necessary, reject the PPE after arrival and use shall in no way be limited or waived by reason of the equipment PPE previously been inspected and passed by TPT or its representatives prior to or after the equipment delivery.

4.2. Suppliers are requested to submit with their offers the detailed specifications and drawings and/or catalogues, etc. for all the products.

4.3. Suppliers must indicate on the specifications sheets whether the PPE offered complies with each specific requirement or not.

4.4. Suppliers to provide a clause-by-clause commentary on the Item Specification Document (Annexure A) demonstrating substantive responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the specifications and an explanation of how any such deviations from provided specifications will still satisfy the requirements as set.

4.5. All the dimensions and capacities of the equipment to be supplied shall not be less than those required in the Specification Document. No deviations will be accepted



4.6. It is critical to TPT that its employees receive PPE that is of quality and also meet all compliance/regulatory requirements. To ensure that this requirement is met, the suppliers are required as part of this RFP to submit either one of the following documents to provide assurance to TPT:

4.6.1. SABS Mark Permit for all the PPE products in the Item Specification Document (Annexure A); or

4.6.2. SABS Capability Report for all the PPE products in the Item Specification Document (Annexure A).

4.7. All TPT finished garments must have Logos and branding which is in line with TPT Corporate Branding requirements as per Annexure I and the branding will be subject to TPT Corporate Affairs approval.

## **5. OBJECTIVE CRITERIA**

Bidders who pass the technical threshold will be asked to submit samples for each item listed. A quality control committee will assess these samples to ensure they are in line with the specifications and standard operating procedures attached. This will be at the cost of the supplier Transnet will not reimburse bidders for samples submitted. Samples will be returned at the conclusion of the evaluation process.

## **6. TIMS AND SHE FILE**

Prior to commencement of contract, the contractor shall be issued with a Contractor Management Procedure (014) in to compile a Contractor Safety file in line with TTIMS requirements.

The Contractor's personnel directly involved with this contract, including those of sub-contractors, attend a **Safety induction course by the SHEQ department**. Transnet will provide the course free of charge.

The contractor must allow for all additional charges because of these requirements as no claims for extras will be accepted in connection with the foregoing.

## **7. BUSINESS CONTINUITY**

During any business interruption eventuality e.g. Strike action, the service provider should have a business continuity plan to ensure security of supply of goods.

## **8. DELIVERY**

8.1. The service provider delivering the PPE must ensure they are utilizing roadworthy vehicles that will be entering Transnet Port Terminals (TPT).


8.2. The successful bidder shall strictly adhere to the delivery timelines and is to deliver within 4

weeks from the date of the award of the Purchase order.

## **9. WARRANTY**



All PPE equipment must carry a warranty of 12 months from the delivery date.

Annexure A – Clause-by-Clause Item Specification




ITEM NUMBER	SHORT DESCRIPTION	MATERIAL NUMBER	Size	LONG DESCRIPTION	IMAGE	INDICATE BY YES OR NO & FURTHER PROVIDE A COMMENTARY ON HOW THE PPE TO BE SUPPLIED MEET THE SPECIFICATION
1	Vest	54004756	S	VEST, HIGH VISIBILITY; TYPE: REFLECTIVE, STYLE: WAISTCOAT, COLOR: LIME/ORANGE, MATERIAL: POLYESTER, SPECIAL FEATURES: 50 MM REFLECTIVE TAPE ON THE SHOULDERS AND WAIST, TRANSPARENT IDENTIFICATION POUCH, ZIP PROTECTOR, TPT LOGO ON BREAST AND BACK, CLOSURE TYPE: FASTENER, SLIDE; SANS 471		
		54004764	M			
		54004763	L			
		54004762	XL			
		54004767	2XL			
		54004768	3XL			
		54004902	4XL			
		54004766	5XL			

ITEM NUMBER	SHORT DESCRIPTION	MATERIAL NUMBER	Size	LONG DESCRIPTION	IMAGE	INDICATE BY YES OR NO & FURTHER PROVIDE A COMMENTARY ON HOW THE PPE TO BE SUPPLIED MEET THE SPECIFICATION
2	OVERALL JACKET	54004789	72/28	JACKET, OVERALL: TYPE: WORKWEAR, COMMERCIAL SIZE: , MATERIAL: COTTON 100 PCT, COLOR: NAVY BLUE, SPECIAL FEATURES: 50 MM REFLECTIVE STRIPS; FLAME AND ACID RESISTANT		
		54004791	102/38			
		54004792	107/40			
		54004793	112/42			
		54004794	117/46			
		54004795	122/48			
		54004796	127/48			
		54004797	132/52			
		54004798	137/54			
		54004799	142/56			
		54004800	77/30			
		54004801	82/32			
		54004802	87/34			
		54004803	92/36			
		54004804	97/37			
		54004809	147/58			




Annexure A – Clause-by-Clause Item Specification

ITEM NUMBER	SHORT DESCRIPTION	MATERIAL NUMBER	Size	LONG DESCRIPTION	IMAGE	INDICATE BY YES OR NO & FURTHER PROVIDE A COMMENTARY ON HOW THE PPE TO BE SUPPLIED MEET THE SPECIFICATION
3	OVERALL PANTS	54004770	67/26	TROUSERS, OVERALL; TYPE: WORKWEAR, COMMERCIAL SIZE; GENDER: UNISEX, MATERIAL: 100% COTTON D59, COLOR: NAVY BLUE, SPECIAL FEATURES: 50 MM REFLECTIVE STRIPS; FLAME AND ACID RESISTANT		
		54004771	72/28			
		54004772	77/30			
		54004773	92/36			
		54004774	87/34			
		54004775	82/32			
		54004776	132/52			
		54004777	102/38			
		54004778	117/46			
		54004779	97/38			
		54004780	127/48			
		54004781	107/40			
		54004782	112/42			
4	WINDBREAKER JACKET	54004783	122/46	JACKET, UTILITY; TYPE: WINDBREAKER, GENDER: UNISEX, COMMERCIAL SIZE: , COLOR: NAVY BLUE, JACKET MATERIAL: POLYESTER 100 PERCENT,SPECIAL FEATURES: LOGO, TRANSNET PORT TERMINALS, PACKAGE TYPE: BAG PLASTIC; FULLY LINED; TWO POCKET WITH ZIPS; DRAW STRING HOOD HOUSED IN COLLAR; CLOSURE METHOD; FRONT ZIP WITH DRAW STRING; ELASTICATED SLEEVE ENDS; REFLECTIVE TAPE ON MID-WAIST AND MID- ARM; SABS APPROVED		
		147540	S			
		147541	M			
		147542	L			
		147547	XL			
		147543	2XL			
		147544	3XL			
		147545	4XL			
ITEM NUMBER	SHORT DESCRIPTION	MATERIAL NUMBER	Size	LONG DESCRIPTION	IMAGE	INDICATE BY YES OR NO & FURTHER PROVIDE A COMMENTARY ON HOW THE PPE TO BE SUPPLIED MEET THE SPECIFICATION



Annexure A – Clause-by-Clause Item Specification

ITEM NUMBER	SHORT DESCRIPTION	MATERIAL NUMBER	Size	LONG DESCRIPTION	IMAGE	INDICATE BY YES OR NO & FURTHER PROVIDE A COMMENTARY ON HOW THE PPE TO BE SUPPLIED MEET THE SPECIFICATION
5	T SHIRT (UNISEX)	153160	72-77 CM	SHIRT, UTILITY; TYPE: T-SHIRT, SIZE DESIGNATION: , GENDER: UNISEX, COLOR: NAVY BLUE, GARMENT SLEEVE LENGTH: SHORT, FIBER MATERIAL: COTTON COMBED 100 PCT; 170 G/M2, GARMENT COLLAR TYPE: ROUND NECK, SPECIAL FEATURES: IPT LOGO: LEFT FRONT; SILVER REFLECTIVE TAPE AROUND ARMS, MIDDLE AND WAIST		
		147466	82-87 CM			
		147465	92-97 CM			
		147467	117 CM			
		147460	127 CM			
		147461	137 CM			
		147462	147 CM			
6	RAIN SUIT	147479	157 CM	SUIT, RAINWEAR; GARMENT SIZE: , DESIGN TYPE: 2 PIECE, COLOR: NAVY BLUE, MATERIAL: OXFORD NYLON 200 G, GENDER: UNISEX, CLOSURE METHOD: DOUBLE OPEN END SLIDE FASTENER WITH DOUBLE STORM FLAP AND PRESS STUDS, CUFF TYPE: ADJUSTABLE VELCRO, LEG BOTTOM TYPE: ADJUSTABLE VELCRO, PACKAGE TYPE: POLYVINYL CHLORIDE DRAW STRING BAG; THERMAL, WATERPROOF, 190G WADDING QUILTED LINING, SEALED SEAMS, JACKET WITH REMOVABLE HOOD WITH ADJUSTABLE REFLECTIVE STRIP AND DRAW CORD, 2 HIP & 1 BREAST POCKETS WITH VELCRO CLOSING, STANDARD VISIBLE / REFLECTIVE TAPE ON JACKET AND TROUSERS, TROUSERS ELASTICSIZED WAIST WITH DRAW CORD		
		54000950	87 cm			
		54000951	97 cm			
		54004704	107 cm			
		54000952	112 cm			
		54000953	122 cm			
		54000954	132 cm			
7	SOCKS	54000955	142 cm	SOCKS; GENDER: UNISEX, COMMERCIAL SIZE: ONE SIZE FITS ALL, TYPE: ANTIBACTERIAL, MATERIAL: COTTON 72, POLYAMIDE 26, SILVER FIBER 2 PCT, COLOR: BLACK; SILVER ANTI-MICROBIAL AND ANTI-STATIC PROPERTIES, SPECIALLY TREATED USING RUCO BAC AGP SILVER BASED TECHNOLOGY		
		54000956	152 cm			
		147585	PAA			

Annexure A – Clause-by-Clause Item Specification




ITEM NUMBER	SHORT DESCRIPTION	MATERIAL NUMBER	Size	LONG DESCRIPTION	IMAGE	INDICATE BY YES OR NO & FURTHER PROVIDE A COMMENTARY ON HOW THE PPE TO BE SUPPLIED MEET THE SPECIFICATION
8	HELMET	54004462	EA	HELMET, SAFETY; TYPE: HARD HAT, COMMERCIAL SIZE: ONE SIZE FITS ALL, COLOR: WHITE, MATERIAL: ACRYLONITRILE BUTADIENE STYRENE PLASTIC , PACKAGE TYPE: BAG, PLASTIC; SPECIFICATION: SANS 1397:2003, LA, EN397:1995, LA; RIGIDITY AND PROTECTION, CONTOURED RAIN CHANNEL, HIGH DIELECTRIC STRENGTH, ELECTRIC INSULATION, ONE HANDED RACHET, ADJUSTABLE SHOCK ABSORBING SUSPENSION, 4 POINT LIGHTWEIGHT LINING WITH SOFT ABSORBANT CROWN AND SWEATBAND EASY REPLACEABLE AND WASHABLE; SLOTS FOR EARMUFFS AND VISORS, ULTRA-VIOLET INHIBITOR PROTECTING THE LIFE OF THE HELMET, REINFORCED FOR EXTRA SHELL STRENGTH, HEIGHT AND CIRCUMFERENCE ADJUSTABLE, BRANDED		
9	MEDICAL BOOTS	MATERIAL NUMBER	Size	LONG DESCRIPTION	IMAGE	INDICATE BY YES OR NO & FURTHER PROVIDE A COMMENTARY ON HOW THE PPE TO BE SUPPLIED MEET THE SPECIFICATION
		179840	3	SHOES, SAFETY; TYPE: BREATHABLE, WORK, FOOTWEAR SIZE: , COLOR: BLACK, GENDER: UNISEX, MATERIAL: UPPER FABRIC, TOE TYPE: ALUMINIUM /STEEL TOE/ TIP, SOLE MATERIAL: POLYURETHANE RUBBER; HIGHLY BREATHABLE WORK SHOES UNIFORM UPPER FABRIC ( UNSTRUCTURED) WITHOUT SEAM S TO ENSURE GREATER SOLIDITY TO THE SHOE BY INCREASING THE COMFORT AND BREATHABILITY OF THE FEET IN ANY TYPE OF WEATHER. UPPER FABR IC TO WITHSTAND ABRASION, TEARING AND BEING WATER REPELLENT. INTERNAL ANTIBACTERIAL LINING ANATOMIC INSOLE IN SOFT AND COMFORTABLE WITH DIFFERENT THICKNESSES TO COMPLETELY ABSORB SWEAT, KEEPING THE FOOT ALWAYS DRY AND COOL. TPU POLYURETHANE OR RUBBER SOLE, WITH A WELL-SHAPED TREAD THAT GUARANTEES EXCELLENT ADHESION ON ANY TYPE OF SURFACE, ABSORBING IMPACT SHOCKS ON THE HEEL, AVOIDING SHOCKS TO THE SPINAL COLUMN AND LOWER LIMBS.ALUMINIUM/STEEL TOE/ TIP		
		179837	4			
		179834	5			
		179846	6			
		179845	7			
		179839	8			
		179843	9			
		179841	10			
		179844	11			
		179838	12			
		179835	13			
10	FEMALE BOOTS	MATERIAL NUMBER	Size	LONG DESCRIPTION	IMAGE	INDICATE BY YES OR NO & FURTHER PROVIDE A COMMENTARY ON HOW THE PPE TO BE SUPPLIED MEET THE SPECIFICATION
		54004659	3	BOOTS, SAFETY; TYPE: INDUSTRIAL, FOOTWEAR SIZE: GENDER: FEMALE, TOE TYPE: STEEL CAP, MATERIAL: FULL GRAIN LEATHER UPPER, COLOR: BLACK AND PINK, FASTENING METHOD: LACE-UP, SOLE MATERIAL: DOUBLE DENSITY POLYURETHANE; SISI REESE 55006 OR SIMILAR		
		54004687	4			
		54004693	5			
		54004690	6			
		54004668	7			
		54004686	8			

Annexure A – Clause-by-Clause Item Specification



CATEGORY	MATERIAL NUMBER	UOM	LONG DESCRIPTION	IMAGE	INDICATE BY YES OR NO & FURTHER PROVIDE A COMMENTARY ON HOW THE PPE TO BE SUPPLIED MEET THE SPECIFICATION
11	170480	5	BOOTS, SAFETY; TYPE: MUNICH 20002, FOOTWEAR, GENDER: MALE, TOE TYPE: EXTRA WIDE STEEL CAP, MATERIAL: LEATHER UPPER, LOR: BLACK, SOLE MATERIAL: DOUBLE DENSITY POLYURETHANE, SPECIAL FEATURES: ANTI-STATIC; OIL AND ACID RESISTANT		
	138688	6			
	138689	7			
	138690	8			
	160653	9			
	138692	10			
	170205	11			
12	170203	12	BOOTS, KNEE; TYPE: GUMBOOT, FOOTWEAR SIZE: 6, MATERIAL: POLYVINYL CHLORIDE, COLOR: BLACK; TYPE 1210 STC, INCLUDING STEEL TOE CAPS.		
	138695	13			
	147731	4			
	147732	5			
	137715	6			
	137716	7			
	137717	8			
	137696	9			
	137718	10			
	137720	12			





Annexure A – Clause-by-Clause Item Specification

ITEM NUMBER	SHORT DESCRIPTION	MATERIAL NUMBER	Size	LONG DESCRIPTION	IMAGE	INDICATE BY YES OR NO & FURTHER PROVIDE A COMMENTARY ON HOW THE PPE TO BE SUPPLIED MEET THE SPECIFICATION
13	SHOES	156793	3	SHOES, SAFETY, TYPE: SNEAKER, FOOTWEAR SIZE: 9, COLOR: BLACK, GENDER: UNISEX, MATERIAL: SUEDE AND MESH, TOE TYPE: STEEL CAP, FASTENING METHOD: LACE UP, SOLE MATERIAL: PHYLON MIDSOLE, RUBBER OUTSOLE.		
		156792	4			
		156802	5			
		156794	6			
		156795	7			
		156796	8			
		156602	9			
		156797	10			
14	MALE SHOES	156798	11	SHOES, SAFETY, TYPE: TRAX BREMEN, FOOTWEAR SIZE: 9, COLOR: BLACK, GENDER: MALE, MATERIAL: LEATHER UPPER, TOE TYPE: CAP, FASTENING METHOD: DRING EYELET AND LACE, SOLE MATERIAL: DUAL DENSITY POLYURETHANE, ACID/OIL RESISTANT		
		156799	12			
		138696	5			
		138709	6			
		138708	7			
		138710	8			
		138711	9			
		138712	10			
15	TROUSERS; THERMAL, LEG LG: LONG	138713	11	TROUSERS, TYPE: THERMAL, COMMERCIAL SIZE: LEG LENGTH: LONG, COLOR: NAVY BLUE, MATERIAL: COTTON 100 PERCENT C154, GENDER: UNISEX, STANDARD: SANS 434-2018, 6, ITEM: 1, INNER LINED WITH COTTON 100 PCT, CONTI SUITS, QUALITY STANDARD: SABS (FABRIC), BRAND: NG: 50 MM REFLECTIVE STRIPS BELOW KNEES BOTH LEGS, MASS: 220 TO 240 GSM, 2 HUNTERS POCKETS AND A SINGLE HIP POCKET, AND BAR TACKED AT ALL STRESS POINTS FOR STRENGTH		
		138707	12			
		157788	S			
		157789	M			
		157790	L			
		157791	XL			
		157792	2XL			
		157793	3XL			
		157794	4XL			
		157795	5XL			
		157796	6XL			

Annexure A – Clause-by-Clause Item Specification

ITEM NUMBER	SHORT DESCRIPTION	MATERIAL NUMBER	Size	LONG DESCRIPTION	IMAGE	INDICATE BY YES OR NO & FURTHER PROVIDE A COMMENTARY ON HOW THE PPE TO BE SUPPLIED MEET THE SPECIFICATION
16	JACKET UTILITY; THERMAL, UNISEX, BLUE	157777	S	JACKET, UTILITY: TYPE: THERMAL, GENDER: UNISEX, COMMERCIAL SIZE: SMALL, SLEEVE LENGTH: LONG, DETACHABLE, COLOR: BLUE, JACKET MATERIAL: COTTON DRILL, D59, SPECIAL FEATURES: LINED, 100 PERCENT COTTON, PACKAGE TYPE: BAG PLASTIC; 320 GSM, ACID RESISTANT, REFLECTIVE STRIPS, TRANSNET PORT TERMINALS LOGO ON FRONT POCKET EMBROIDERED IN GREEN, RED AND WHITE		
		157778	M			
		157779	L			
		157780	XL			
		157781	2XL			
		157782	3XL			
		157783	4XL			
17	GLOVES, RUBBER, AUTOPSY	157784	5XL	GLOVES, SURGICAL: COMMERCIAL SIZE: MEDIUM, MATERIAL: NATURAL RUBBER; AUTOPSY EQUIPMENT-FOR USE WHEN SPRAYING WITH AND HANDLING EPOX Y TAR:NATURAL RUBBER-SOLUTION-DIPPED WITH ROLLED WRIST AND SMOOTH FINISH SANS 11193-1 SANS SPECIFICATION 1228		
		157785	6XL			
		54004754	Medium			
		171752	One Size Fits all			
18	REFLECTIVE STRAP			VEST, HIGH VISIBILITY: TYPE: REFLECTIVE, GARMENT SIZE: ONE SIZE FIT ALL, COLOR: FLUORESCENT, MATERIAL: POLYESTER, SPECIAL FEATURES: LOGO, TRANSNET, CLOSURE TYPE: ADJUSTABLE VELCRO STRAPS, PACKAGE TYPE: ENVELOPE, PLASTIC; REFLECTIVE TAPE TYPE: 2-INCH W-STYLE WHIT E PVC REFLECTIVE TAPE CLOSURE: ADJUSTABLE CLOSURE WITH VELCRO STRAP TO ADAPT TO VARIOUS SIZES		

Annexure A – Clause-by-Clause Item Specification

ITEM NUMBER	SHORT DESCRIPTION	MATERIAL NUMBER	Size	LONG DESCRIPTION	IMAGE	INDICATE BY YES OR NO & FURTHER PROVIDE A COMMENTARY ON HOW THE PPE TO BE SUPPLIED MEET THE SPECIFICATION
20	SUN HAT	163373	One Size Fits all	HAT, SUN; TYPE: CRICKET, COLOR: NAVY, SPECIAL FEATURES: EMBROIDERD TPT LOGO AND SLOGAN		
				HEAD WRAP; TYPE: TUBULAR, DIMENSIONS: WD 25 X LG 50 MM; HEADWRAP MATERIAL: POLYESTER, COLOR: CLEAR, SPECIAL FEATURES: WIND-RESISTANT, BREATHABLE, WICKS PERSPIRATION; FOR ADULT USE BRANDED, UNISEX, STRETCH, WIND-RESISTANT, BREATHABLE, USED TO TUCK IN HAIR AND TO BE WORN UNDER THE HARDHAT/HELMET, OFFERS HAIR PROTECTION AGAINST MOVING MACHINERY (CONVEYOR BELTS), CHAINS AND SLINGS, WIND AND DUST		
21	HEADWRAP	157901	One Size Fits all	GOGGLES, INDUSTRIAL; TYPE: BRAZING AND CUTTING, LENS MATERIAL: POLYCARBONATE, LENS COLOR: GREY, FEATURES: ANTI FOG LENS AND UV PROTECTION, PACKAGE TYPE: PLASTIC ENVELOPE; HORIZONTAL & VERTICAL ADJUSTABLE TEMPLES & INTERGRATED SIDE SHIELD; EXTENDED CHEEK & BROW PROTECTION. TO SUPPLY WITH LANYARD		
22	GOGGLES INCL. BRAZING AND CUTTING, GREY					
23	BELT SAFETY; KIDNEY, ELASTIC, 102 TO 132 CM	5400891	Large	BELT, SAFETY; TYPE: KIDNEY, MATERIAL: ELASTIC, LENGTH: 102 TO 132 CM, WIDTH: 22.5 CM, SPECIAL FEATURES: VELCRO FASTENING; SIZE: LA RGE ADJUSTABLE; BLACK; PACKAGE TYPE: PLASTIC BAG		

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## **ANNEXURE B**

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# **LOCAL CONTENT DECLARATION**

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## ANNEXURE B

## SBD 6.2

### DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

#### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. In terms of Regulation 16(2) of the Preferential Procurement Regulations, 2017, any sector designated and minimum threshold determined for local production and content for purposes of regulation 9 of the 2011 Regulations and in force immediately before the repeal of the 2011 Regulations, are regarded as having been done under regulation 8(1) of the 2017 Regulations.
- 1.4. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial development/ip.jsp> at no cost.**

- 1.7. A bid will be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

#### 2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
<b>Textile, clothing, Leather and Footwear</b>	<b>100%</b>

4. Does any portion of the services, works or goods offer have any imported content?  
( ***Tick applicable box*** )

YES		NO	
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- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. ICLM DB 1001/TPT**

**ISSUED BY:** TRANSNET PORT TERMINALS

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names), do hereby declare, in my capacity as ..... of ..... (name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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## ANNEXURE C

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# LOCAL CONTENT DECLARATION

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## Local Content Declaration - Summary Schedule

Pula  EU  GBP [illegible]

Date: \_\_\_\_\_

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## ANNEXURE D

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# IMPORTED CONTENT DECLARATION

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# ANNEXURE D

ICLM DB 1001/TPT FOR THE SUPPLY & DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT AND SAFETY WEAR AT THE DURBAN TERMINALS FOR TRANSNET SOC LTD (REG. NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

## Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.

(D2) Tender description:

(D3) Designated Products:

(D4) Tender Authority:

(D5) Tendering Entity name:

(D6) Tender Exchange Rate:

Pula

EU

R 9,00

GBP

R 12,00

Note: VAT to be excluded from all calculations

### A. Exempted imported content

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value R										This total must correspond with Annex C - C 21	

### B. Imported directly by the Tenderer

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer R											

### C. Imported by a 3rd party and supplied to the Tenderer

Calculation of imported content										Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party R											

### D. Other foreign currency payments

Calculation of foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party						
(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R					This total must correspond with Annex C - C 23	

Signature of tenderer from Annex B

Date:

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## ANNEXURE E

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# SUPPORTING SCHEDULE TO ANNEXURE C

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## ANNEXURE E

ICLM DB 1001/TPT FOR THE SUPPLY & DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT AND SAFETY WEAR AT THE DURBAN TERMINALS FOR TRANSNET SOC LTD (REG. NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

### Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
<b>(E9) Total local products (Goods, Services and Works)</b>			R 0

(E10) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0

(E13) **Total local content** R 0

**This total must correspond with Annex C - C24**

Signature of tenderer from Annex B

Date: \_\_\_\_\_

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## **ANNEXURE F**

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# **PRICING SCHEDULE**

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# I BBC PRICING SCHEDULE

*Pricing Assumptions*

- The price reflected below must be fixed and firm.
- The price must be Inclusive of Vat.
- Invoicing and payment will be done monthly on all goods delivered.
- The price must be for the full scope and include all requirements.
- Any incomplete pricing shall be considered as non-responsive and therefore, the bidder will be disqualified.



Shot text description	Long text Description	Material number	Size	Three year - Estimated Quantity	Unit Price	Total Price
HAT SUN; CRICKET, NAVY	HAT, SUN; TYPE: CRICKET, COLOR: NAVY, SPECIAL FEATURES: EMBROIDED TPT LOGO AND SLOGAN	163373	ONE SIZE FITS ALL	3000		
SOCKS; UNISEX, ONE SIZE FITS ALL, BLACK	SOCKS; GENDER: UNISEX, COMMERCIAL SIZE: ONE SIZE FITS ALL, TYPE: ANTIBACTERIAL, MATERIAL: COTTON 72, POLYAMIDE 26, SILVER FIBER 2 P CT, COLOR: BLACK; SILVER ANTI-MICROBIAL AND ANTI-STATIC PROPERTIES, SPECIALLY TREATED USING RUCO BAC AGP SILVER BASED TECHNOLOGY	147585	ONE SIZE FITS ALL	12000		
ABS HARD HAT	<ul style="list-style-type: none"> <li>- LIGHTWEIGHT WITH VENTILATION AND THE WHEEL RATCHET FOR STEPLESS WIDTH ADJUSTMENT.</li> <li>- SAFETY HELMET WITH SLOT ON THE FRONT FOR HELMET LIGHTS</li> <li>- SIDE EUROSLOT ADAPTERS (30 MM) FOR ATTACHING EARMUFFS AND THE UVEX PHEOS VISOR SYSTEM</li> <li>- WITH SHORT BRIM</li> </ul>		ONE SIZE FITS ALL	300		

	<ul style="list-style-type: none"> <li>- COLOUR: WHITE</li> <li>- 4-POINT CHIN STRAP ENSURES RELIABLE FIT AT ALL TIMES</li> <li>- THREE VARIABLE AIR VENTS FOR MAXIMUM VENTILATION</li> <li>- CONVENTIONAL SUSPENSION HARNESS FOR COMFORTABLE ADJUSTABLE FIT</li> <li>- SIX-POINT TEXTILE BAND ATTACHMENT ENSURES OPTIMAL FIT AND COMFORT</li> <li>- COMFORTABLE, SECURE FIT WITH CONTINUOUS WIDTH ADJUSTMENT</li> <li>- WITH CHIN STRAP</li> <li>- SHORT BRIM FOR A WIDER FIELD OF UPWARD VISION</li> <li>- RESISTANT TO HOT MOLTEN METAL SPLASH</li> <li>- SIDE EUROSLOT ADAPTERS FOR EARMUFFS</li> </ul>					
HELMET SFTY; HARD HAT, OSFA, WHITE	<p>HELMET, SAFETY; TYPE: HARD HAT, COMMERCIAL SIZE: ONE SIZE FITS ALL, COLOR: WHITE, MATERIAL: ACRYLONITRILE BUTADIENE STYRENE PLASTIC</p> <p>, PACKAGE TYPE: BAG, PLASTIC; SPECIFICATION: SANS 1397:2003, LA, EN397:1995, LA; RIGIDTY AND PROTECTION, CONTOURED RAIN CHANNEL, HIGH DIELECTRIC STRENGTH, ELECTRIC INSULATION, ONE HANDED RACHET, ADJUSTABLE SHOCK ABSORBING SUSPENSION, 4 POINT LIGHTWEIGHT LINING WITH SOFT ABSORBANT CROWN AND SWEATBAND EASILY REPLACEABLE AND WASHABLE, SLOTS FOR EARMUFFS AND VISORS, ULTRA-VIOLET INHIBITOR PROTECTING THE LIFE OF THE HELMET,</p>	54004462	ONE SIZE FITS ALL	3000		

TRANSNET PORT TERMINALS: SUPPLY OF PPE CLOTHING AND WORKWEAR FOR A PERIOD OF THREE (3) YEARS.

	REINFORCED FOR EXTRA SHELL STRENGTH, HEIGHT AND CIRCUMFERENCE ADJUSTABLE, BRANDED					
JACKET UTILITY; WINDBREAKER, UNISEX,87	JACKET, UTILITY; TYPE: WINDBREAKER, GENDER: UNISEX, COMMERCIAL SIZE: 87, COLOR: NAVY BLUE, JACKET MATERIAL: POLYESTER 100 PERCENT, SPECIAL FEATURES: LOGO, TRANSNET PORT TERMINALS, PACKAGE TYPE: BAG PLASTIC; FULLY LINED; TWO POCKETS WITH ZIPS; DRAW STRING HOOD HO USED IN COLLAR; CLOSURE METHOD: FRONT ZIP WITH DRAW STRING; ELASTICATED SLEEVE ENDS; REFLECTIVE TAPE ON MID-WAIST AND MID- ARM; SAB S APPROVED	147540	S/87	400		
		147541	M/97	400		
		147542	L/102	300		
		147547	XL/107	300		
		147543	2XL/122	240		
		147544	3XL/137	200		
		147545	4XL/	120		
		147546	5XL/157	28		
			6XL/167	6		
SUIT RAINWEAR:87 CM,2 PIECE, N/BUE	SUIT, RAINWEAR; GARMENT SIZE: 87 CM, DESIGN TYPE: 2 PIECE, COLOR: NAVY BLUE, MATERIAL: OXFORD NYLON 200 G, GENDER: UNISEX, CLOSURE METHOD: DOUBLE OPEN END SLIDE FASTENER WITH DOUBLE STORM FLAP AND PRESS STUDS, CUFF TYPE: ADJUSTABLE VELCRO, LEG BOTTOM TYPE: ADJUS TABLE VELCRO, PACKAGE TYPE: POLYVINYL CHLORIDE DRAW STRING BAG; THERMAL, WATERPROOF, 190G	54000950	S/87	400		
		54000951	M/97	400		
		54004704	L/107	300		
		54000952	XL/112	300		
		54000953	2XL/122	240		
		54000954	3XL/132	200		
		54000955	4XL/ 142	120		

TRANSNET PORT TERMINALS: SUPPLY OF PPE CLOTHING AND WORKWEAR FOR A PERIOD OF THREE (3) YEARS.

	WADDING QUILTED LINING, SEALED SEAMS, JACKET WITH REMOVABLE HOOD WITH ADJUSTABLE REFLECTIVE STRIP AND DRAW CORD. 2 HIP & 1 BREAST POCKETS WITH VELCRO CLOSING. STANDARD VISIBLE / REFLECTIVE TAPE ON JACKET AND TROUSERS. TROUSERS ELASTIC SIZED WAIST WITH DRAW CORD	54000956	5XL/152	28		
			6XL/162	6		
			7XL/172	6		
VEST HIGH VIS; REFLCTV, WAISTCOAT, M, PL	VEST, HIGH VISIBILITY; TYPE: REFLECTIVE, STYLE: WAISTCOAT, GARMENT SIZE: MEDIUM, COLOR: LIME/ORANGE, MATERIAL: POLYESTER, SPECIAL FEATURES: 50 MM REFLECTIVE TAPE ON THE SHOULDERS AND WAIST, TRANSPARENT IDENTIFICATION POUCH, ZIP PROTECTOR, TPT LOGO ON BREAST AND BACK, CLOSURE TYPE: FASTENER, SLIDE; SANS 471	54004756	S	600		
		54004764	M	600		
		54004763	L	450		
		54004762	XL	450		
		54004767	2XL	360		
		54004768	3XL	300		
		54004902	4XL	180		
		54004766	5XL	50		
		54004765	7XL	10		
VEST HIGH VIS; REFLCTV, OSFA, FLUOR, PL	VEST, HIGH VISIBILITY; TYPE: REFLECTIVE, GARMENT SIZE: ONE SIZE FIT ALL, COLOR: FLUORESCENT, MATERIAL: POLYESTER, SPECIAL FEATURES: LOGO, TRANSNET, CLOSURE TYPE: ADJUSTABLE VELCRO STRAPS, PACKAGE TYPE: ENVELOPE, PLASTIC; REFLECTIVE TAPE TYPE: 2-INCH W-STYLE WHIT	171752	ONE SIZE FITS ALL	2400		

	E PVC REFLECTIVE TAPE CLOSURE: ADJUSTABLE CLOSURE WITH VELCRO STRAP TO ADAPT TO VARIOUS SIZES					
SHIRT UTILITY; T-SHIRT, 82-87 (S), UNISEX	SHIRT, UTILITY; TYPE: T-SHIRT, SIZE DESIGNATION: 82-87 (S), GENDER: UNISEX, COLOR: NAVY BLUE, GARMENT SLEEVE LENGTH: SHORT, FIBER M ATERIAL: COTTON COMBED 100 PCT; 170 G/M2, GARMENT COLLAR TYPE: ROUND NECK, SPECIAL FEATURES: TPT LOGO: LEFT FRONT; SILVER REFLECTIV E TAPE AROUND ARMS, MIDDLE AND WAIST	153160	XS	600		
		147466	S	3000		
		147465	M	3000		
		147464	L	1500		
		147467	XL	1500		
		147460	2XL	1000		
		147461	3XL	1000		
		147462	4XL	500		
		147479	5XL	300		
			6XL	120		
			7XL	120		
100% COTTON VERSATEX LITE VENTED LONG SLEEVE REFLECTIVE WORK SHIRT	BREATHABLE LONG-SLEEVED HIGH VISIBILITY WORK SHIRT FOR HIGH- RISK ENVIRONMENTS WITH COTTON VENTS TO KEEP COOL. BRANDING: EMBROIDERY OF WHITE TPT LOGO  <ul style="list-style-type: none"> <li>ORANGE COLOUR SHIRT.</li> <li>TWO-TONE HI-VIZ REFLECTIVE WORK SHIRT.</li> <li>145GSM 100% COTTON.</li> <li>BUTTON FRONT.</li> <li>EXTRA LENGTH CURVED HEM.</li> <li>TWO CHEST POCKETS WITH</li> </ul>		XS	1		
			S	1		
			M	1		
			L	1		
			XL	1		
			2XL	1		
			3XL	1		
			4XL	1		

TRANSNET PORT TERMINALS: SUPPLY OF PPE CLOTHING AND WORKWEAR FOR A PERIOD OF THREE (3) YEARS.

	<div>BUTTON FLAP CLOSURE.</div> <div>PEN DIVISION.</div> <div>TWO-TONE 50MM SILVER REFLECTIVE TAPE ON ARMS, FRONT AND BACK.</div>		5XL	1		
			6XL	1		
			7XL	1		
MENS JACKET, OVERALL	"FLAME RETARDANT & ACID RESISTANT SAFETY WEAR MENS JACKET, OVERALL; TYPE: WORKWEAR, COMMERCIAL SIZE:VARIOUS, COLOR: NAVY BLUE, SPECIAL FEATURES: 50 MM REFLECTIVE STRIPS; FLAME AND ACID RESISTANT MATERIAL COMPOSITION: 100% COTTON ; FABRIC: D59; QUALITY STANDARD: SABS (FABRIC), COLOUR: NAVY BLUE, BRANDING: TPT LOGO EMBROIDERED ON FRONT ABOVE THE LEFT BREAST POCKET IN WHITE (JACKET) AND TPT LOGO PRINTED LARGE IN WHITE AT THE BACK OF THE JACKET, REFLECTIVE: 50MM REFLECTIVE STRIPS AROUND THE WAIST BELOW CHEST POCKET, 2 SKIRT POCKETS, MASS: 300 GSM, WORKWEAR FINISH. LONG SLEEVE NB: OVERALL MUST BE TRIPLE STITCHED AND BAR TACKED AT ALL STRESS POINT FOR STRENGTH. PRICE MUST INCLUDE BRANDING AND REFLECTIVE SANS 434"		72/28	240		
			77/30	360		
			82/32	600		
			87/34	960		
			92/36	960		
			97/38	960		
			102/40	480		
			107/42	480		
			112/44	360		
			117/46	360		
			122/48	360		
			127/50	240		
			132/52	240		
			137/54	240		
			147/56	180		
		157/58	180			

WOMES JACKET, OVERALL	"FLAME RETARDANT & ACID RESISTANT SAFETY WEAR WOMENS JACKET, OVERALL; TYPE: WORKWEAR, COMMERCIAL SIZE:VARIOUS,, COLOR: NAVY BLUE, SPECIAL FEATURES: 50 MM REFLECTIVE STRIPS; FLAME AND ACID RESISTANT MATERIAL COMPOSITION: 100% COTTON ; FABRIC: D59; QUALITY STANDARD: SABS (FABRIC), COLOUR: NAVY BLUE, BRANDING: TPT LOGO EMBROIDERED ON FRONT ABOVE THE LEFT BREAST POCKET IN WHITE (JACKET) AND TPT LOGO PRINTED LARGE IN WHITE AT THE BACK OF THE JACKET, REFLECTIVE: 50MM REFLECTIVE STRIPS AROUND THE WAIST BELOW CHEST POCKET, 2 SKIRT POCKETS, MASS: 300 GSM, WORKWEAR FINISH. LONG SLEEVE NB: OVERALL MUST BE TRIPLE STITCHED AND BAR TACKED AT ALL STRESS POINT FOR STRENGTH. PRICE MUST INCLUDE BRANDING AND REFLECTIVE SANS 434"		28	160		
			30	240		
			32	400		
			34	640		
			36	640		
			38	640		
			40	320		
			42	320		
			44	240		
			46	240		
			48	240		
			50	160		
			52	160		
			54	160		
			56	120		
			58	120		
MENS TROUSERS, OVERALL	"FLAME RETARDANT & ACID RESISTANT SAFETY WEAR MENS TROUSERS, OVERALL; TYPE: WORKWEAR, COMMERCIAL SIZE: VARIOUS GENDER: MALE,		28	240		
			30	360		
			32	600		

TRANSNET PORT TERMINALS: SUPPLY OF PPE CLOTHING AND WORKWEAR FOR A PERIOD OF THREE (3) YEARS.

	MATERIAL: 100% COTTON D59, COLOR: NAVY BLUE, SPECIAL FEATURE TURES: 50 MM REFLECTIVE STRIPS; FLAME AND ACID RESISTANT OVERALL, OVERALL - PANTS , MATERIAL COMPOSITION: 100% COTTON; FABRIC: D59; QUALITY STANDARD: SABS (FABRIC), COLOUR: NAVY BLUE, BRANDING: 50MM REFLECTIVE STRIPS BELOW KNEES BOTH LEGS, MASS: 300 GSM, 2 HUNTERS POCKETS AND A SINGLE BACK POCKET. NB: OVERALL MUST BE TRIPLE STITCHED AND BAR TACKED AT ALL STRESS POINT FOR STRENGTH. PRICE MUST INCLUDE REFLECTIVE SANS 434"		34	960		
			36	960		
			38	960		
			40	480		
			42	480		
			44	360		
			46	360		
			48	360		
			50	240		
			52	240		
			54	240		
			56	180		
WOMENS TROUSERS, OVERALL	"FLAME RETARDANT & ACID RESISTANT SAFETY WEAR WOMENS TROUSERS, OVERALL; TYPE: WORKWEAR, COMMERCIAL SIZE: VARIOUS GENDER: FEMALE, MATERIAL: 100% COTTON D59, COLOR: NAVY BLUE, SPECIAL FEATURE TURES: 50 MM REFLECTIVE STRIPS; FLAME AND ACID RESISTANT OVERALL, OVERALL - PANTS , MATERIAL COMPOSITION: 100% COTTON; FABRIC: D59; QUALITY STANDARD: SABS (FABRIC), COLOUR: NAVY BLUE, BRANDING: 50MM REFLECTIVE STRIPS BELOW KNEES BOTH LEGS, MASS: 300 GSM, 2		58	180		
			28	160		
			30	240		
			32	400		
			34	640		
			36	640		
			38	640		
			40	320		
			42	320		
			44	240		
			46	240		



TRANSNET PORT TERMINALS: SUPPLY OF PPE CLOTHING AND WORKWEAR FOR A PERIOD OF THREE (3) YEARS.

	HUNTERS POCKETS AND A SINGLE BACK POCKET. NB: OVERALL MUST BE TRIPLE STITCHED AND BAR TACKED AT ALL STRESS POINT FOR STRENGTH. PRICE MUST INCLUDE REFLECTIVE SANS 434"		48	240		
			50	160		
			52	160		
			54	160		
			56	120		
			58	120		
BOOTS KNEE; GUMBOOT,4, PVC, BLACK	BOOTS, KNEE; TYPE: GUMBOOT, FOOTWEAR SIZE: 4, MATERIAL: POLYVINYL CHLORIDE, COLOR: BLACK; TYPE 1210 STC, INCLUDING STEEL TOE CAPS	147731	4	50		
		147732	5	500		
		137715	6	500		
		137716	7	500		
		137717	8	500		
		137696	9	300		
		137718	10	200		
		137719	11	60		
		137720	12	20		
		137720	13	20		
BOOTS SAFETY; CHELSEA, BOVA 90006, BROWN	BOOTS, SAFETY; TYPE: CHELSEA, BOVA 90006, FOOTWEAR SIZE: GENDER: UNISEX, TOE TYPE: STEEL CAP, MATERIAL: LEATHER, COLOR: BROWN, SOLE MATERIAL: DUAL DENSITY POLYURETHANE, SPECIAL FEATURES: ACID AND OIL RESISTANT	161480	3	60		
		156489	4	150		
		138687	5	450		
		156473	6	450		
		156474	7	600		

TRANSNET PORT TERMINALS: SUPPLY OF PPE CLOTHING AND WORKWEAR FOR A PERIOD OF THREE (3) YEARS.

		156490	8	600		
		156472	9	450		
		156471	10	300		
		156491	11	100		
		138694	12	60		
			13	20		
TROUSERS; THERMAL,6XL, LEG LG:LONG,N/BUE	TROUSERS; TYPE: THERMAL, COMMERCIAL SIZE: 6 EXTRA LARGE, LEG LENGTH: LONG, COLOR: NAVY BLUE, MATERIAL: COTTON 100 PERCENT CJ54, GEN DER: UNISEX; STANDARD: SANS 434:2018, 6, ITEM: 1; INNER LINED WITH COTTON 100 PCT, CONTI SUITS, QUALITY STANDARD: SABS (FABRIC), BR ANDING: 50 MM REFLECTIVE STRIPS BELOW KNEES BOTH LEGS, MASS: 220 TO 240 GSM, 2 HUNTERS POCKETS AND A SINGLE HIP POCKET, TRIPLE STIT CHED AND BAR TACKED AT ALL STRESS POINTS FOR STRENGTH	157788	S	400		
		157789	M	400		
		157790	L	300		
		157791	XL	300		
		157792	2XL	240		
		157793	3XL	200		
		157794	4XL	110		
		157795	5XL	30		
		157796	6XL	10		
			7XL	10		
JACKET UTILITY; THERMAL,	JACKET, UTILITY; TYPE: THERMAL, GENDER: UNISEX, COMMERCIAL SIZE: 6 EXTRA LARGE, SLEEVE LENGTH: LONG, DETACHABLE, COLOR: BLUE, JACKE T MATERIAL: COTTON DRILL, D59,	157777	S	400		
		157778	M	400		
		157779	L	300		

TRANSNET PORT TERMINALS: SUPPLY OF PPE CLOTHING AND WORKWEAR FOR A PERIOD OF THREE (3) YEARS.

UNISEX,6XL, BLUE	SPECIAL FEATURES: LINED, 100 PERCENT COTTON, PACKAGE TYPE: BAG PLASTIC; 320 GSM, ACID RESISTANT, REFLECTIVE STRIPS, TRANSNET PORT TERMINALS LOGO ON FRONT POCKET EMBROIDERED IN GREEN, RED AND WHITE	157780	XL	300		
		157781	2XL	240		
		157782	3XL	200		
		157783	4XL	110		
		157784	5XL	30		
		157785	6XL	10		
		157786	7XL	10		
SHOES SAFETY; BREATHABLE, WORK,3, BLACK	SHOES, SAFETY; TYPE: BREATHABLE, WORK, FOOTWEAR SIZE: COLOR: BLACK, GENDER: UNISEX, MATERIAL: UPPER FABRIC, TOE TYPE: ALUMINIUM/ STEEL TOE/ TIP, SOLE MATERIAL: POLYURETHANE RUBBER; HIGHLY BREATHABLE WORK SHOES UNIFORM UPPER FABRIC (UNSTRUCTURED) WITHOUT SEAMS TO ENSURE GREATER SOLIDITY TO THE SHOE BY INCREASING THE COMFORT AND BREATHABILITY OF THE FEET IN ANY TYPE OF WEATHER. UPPER FABRIC TO WITHSTAND ABRASION, TEARING AND BEING WATER REPELLENT. INTERNAL ANTIBACTERIAL LINING ANATOMIC INSOLE IN SOFT AND COMFORTABLE WITH DIFFERENT THICKNESSES TO COMPLETELY ABSORB SWEAT, KEEPING THE FOOT ALWAYS DRY AND COOL. TPU POLYURETHANE OR RUBBER SOLE, WITH A WELL-SHAPED TREAD THAT GUARANTEES EXCELLENT ADHESION	179840	3	60		
		179837	4	150		
		179834	5	450		
		179846	6	450		
		179845	7	600		
		179839	8	600		
		179843	9	450		
		179841	10	300		
		179844	11	100		
		179838	12	60		
		179835	13	20		

	ON ANY TYPE OF SURFACE, ABSORBING IMPACT SHOCKS ON THE HEEL, AVOIDING SHOCKS TO THE SPINAL COLUMN AND LOWER LIMBS.ALUMINIUM/STEEL TOE/ TIP					
HEADGEAR; TUBE, WD 250 X LG 500 MM, CLEAR	HEADGEAR; TYPE: TUBULAR, COMMERCIAL SIZE: WD 250 X LG 500 MM, MATERIAL: POLYESTER, 120 GSM, FINISH: SMOOTH AND ELASTIC MATERIAL, CO LOR: CLEAR, SPECIAL FEATURES: WIND-RESISTANT, BREATHABLE, WICKS PERSPIRATION; FOR ADULT USE, BRANDED, UNISEX, STRETCH, WIND-RESISTANT, BREATHABLE, USED TO TUCK IN HAIR AND TO BE WORN UNDER THE HARDHAT/HELMET, OFFERS HAIR PROTECTION AGAINST MOVING MACHINERY (CONVEYOR BELTS), CHAINS AND SLINGS, WIND AND DUST	172630	ONE SIZE FITS ALL	2400		
PROTECTOR; SUN, LG 44 X WD 36.5 CM	PROTECTOR; TYPE: SUN, DIMENSIONS: LG 44 X WD 36.5 CM, MATERIAL: HIGH VISIBILITY NYLON FABRIC; FOR HARDHAT WITH BACK FLAP	54004872	ONE SIZE FITS ALL	3000		
	<b>Total price excluding VAT for a period of Three (3) Years</b>					
	Vat (15%) if applicable					
	<b>Total price including VAT for a period of Three (3) Years</b>					

# II

# DCT PRICING SCHEDULE

*Pricing Assumptions*

- The price reflected below must be fixed and firm.
- The price must be rates in Rands, Exclusive of Vat.
- Invoicing and payment will be done monthly on all goods delivered.
- The price must be for the full scope and include all requirements.
- Any incomplete pricing shall be considered as non-responsive and therefore, the bidder will be disqualified.

TRANSNET PORT TERMINALS: SUPPLY OF PPE CLOTHING AND WORKWEAR FOR A PERIOD OF THREE (3) YEARS.

Shot text description	Long text Description	Material number	Size	Three Year - Estimated Quantity	Unit Price	Total Price Excl Vat
JACKET UTILITY; WINDBREAKER, UNISEX,	JACKET, UTILITY; TYPE: WINDBREAKER, GENDER: UNISEX, COMMERCIAL SIZE: 87, COLOR: NAVY BLUE, JACKET MATERIAL: POLYESTER 100 PERCENT, SPECIAL FEATURES: LOGO, TRANSNET PORT TERMINALS, PACKAGE TYPE: BAG PLASTIC; FULLY LINED; TWO POCKETS WITH ZIPS; DRAW STRING HOOD HO USED IN COLLAR; CLOSURE METHOD: FRONT ZIP WITH DRAW STRING; ELASTICATED SLEEVE ENDS; REFLECTIVE TAPE ON MID-WAIST AND MID- ARM; SAB S APPROVED	54004732	S	515		
		54004731	M	980		
		54004730	L	1161		
		54004728	XL	861		
		54004729	2XL	610		
		54004748	3XL	463		
		54004836	4XL	275		
		54004832	5XL	159		
		54004831	6XL	95		
JACKET WET WEATHER;2 PIECE WET SUIT	JACKET, WET WEATHER; TYPE: 2 PIECE WET SUIT, GARMENT SIZE: 82 CM, MATERIAL: NYLON, COLOR: NAVY BLUE, SPECIAL FEATURES: 50 MM REFLECTIVE STRIPS ON BACK, CHEST AND ARMS; TRANSNET LOGO ON BACK AND FRONT, PACKAGE TYPE: ENVELOPE PLASTIC; PACK AWAY ADJUSTABLE HOOD, ADJUSTABLE CUFFS, SLIDE FASTENER AND STORM FLAP, WELDED SEAMS UNISEX	54004696	S/82	506		
		54000932	M/92	861		
		54000933	L/102	1172		
		54000934	XL/112	859		
		54000935	2XL/122	570		
		54000936	3XL/132	313		
		54000937	4XL/142	247		
		54000947	5XL/152	151		

TRANSNET PORT TERMINALS: SUPPLY OF PPE CLOTHING AND WORKWEAR FOR A PERIOD OF THREE (3) YEARS.

		54000948	6XL/162	75		
TROUSERS WET WEATHER;2 PIECE WET SUIT	TROUSERS, WET WEATHER; TYPE: 2 PIECE WET SUIT, GARMENT SIZE: 71 CM, MATERIAL: NYLON, COLOR: NAVY BLUE, FEATURES: WITH REFLECTIVE ST RIPS AROUND LEGS, PACKAGE TYPE: ENVELOPE, PLASTIC; ELASTICATED WAIST AND DRAW CORD, ADJUSTABLE BOOT ENTRY, WELDED SEAMS; UNISEX	54004697	S/71	560		
		54004698	M/81	826		
		54000939	L/102	1642		
		54000940	XL/112	884		
		54000941	2XL/122	618		
		54000942	3XL/132	358		
		54000943	4XL/142	238		
		54000944	5XL/152	138		
		54000945	6XL/162	75		
VEST HIGH VIS; REFLCTV, S,YELLOW,PL	VEST, HIGH VISIBILITY; TYPE: REFLECTIVE, STYLE: WAIST COAT (EN4, CLASS 2), GARMENT SIZE: SMALL, COLOR: YELLOW, MATERIAL: POLYESTER, SPECIAL FEATURES: LOGO, TRANSNET, CLOSURE TYPE: FASTENER, SLIDE, PACKAGE TYPE: ENVELOPE, PLASTIC; 50 MM REFLECTIVE STRIPS AROUND WAIST AND OVER BOTH SHOULDERS; INDUSTRIAL; 60 WASHES AT 60 DEGREES; TRANSPARENT ID POUCH; AIRTEX SOLID 125 G, 2 FRONT POCKETS, CARD HOLD	147746	S	1075		
		147836	M	2219		
		147844	L	3052		
		147845	XL	2276		
		54004767	2XL	1851		
		54004768	3XL	747		
		54004768	4XL	300		
		54004766	5XL	280		



TRANSNET PORT TERMINALS: SUPPLY OF PPE CLOTHING AND WORKWEAR FOR A PERIOD OF THREE (3) YEARS.

		147842	7XL	175		
SHIRT UTILITY; T-SHIRT, 72-77 (XS), UNISEX	SHIRT, UTILITY; TYPE: T-SHIRT, SIZE DESIGNATION: 72-77 (XS), GENDER: UNISEX, COLOR: NAVY BLUE, GARMENT SLEEVE LENGTH: SHORT, FIBER MATERIAL: COTTON COMBED 100 PCT; 170 G/M2, GARMENT COLLAR TYPE: ROUND NECK, SPECIAL FEATURES: TPT LOGO: LEFT FRONT; SILVER REFLECTIVE TAPE AROUND ARMS, MIDDLE AND WAIST	153160	XS (72-77)	400		
		147466	S (82-87)	4031		
		147465	M (92-97)	7301		
		147464	L - 107	8834		
		147467	XL - 117	5194		
		147460	2XL - 127	4343		
		147461	3XL - 137	1254		
		147462	4XL - 147	1157		
		147479	5XL - 157	400		
		147462	6XL - 167	200		
		147462	7XL - 177	20		
100% COTTON VERSATEX LITE VENTED LONG SLEEVE REFLECTIVE WORK SHIRT	100% COTTON VERSATEX LITE VENTED LONG SLEEVE REFLECTIVE WORK SHIRT SPECIFICATION: BREATHABLE LONG-SLEEVED HIGH VISIBILITY WORK SHIRT FOR HIGH-RISK ENVIRONMENTS WITH COTTON VENTS TO KEEP COOL. BRANDING: EMBROIDERY OF WHITE TPT LOGO  <ul style="list-style-type: none"> <li>• ORANGE COLOUR SHIRT.</li> <li>• TWO-TONE HI-VIZ REFLECTIVE WORK SHIRT.</li> <li>• 145GSM 100% COTTON.</li> <li>• BUTTON FRONT.</li> </ul>		XS	1		
			S	1		
			M	1		
			L	1		
			XL	1		
			2XL	1		
			3XL	1		

TRANSNET PORT TERMINALS: SUPPLY OF PPE CLOTHING AND WORKWEAR FOR A PERIOD OF THREE (3) YEARS.

	<ul style="list-style-type: none"> <li>EXTRA LENGTH CURVED HEM.</li> <li>TWO CHEST POCKETS WITH BUTTON FLAP CLOSURE.</li> <li>PEN DIVISION.</li> <li>TWO-TONE 50MM SILVER REFLECTIVE TAPE ON ARMS, FRONT AND BACK.</li> </ul>		4XL	1		
			5XL	1		
			6XL	1		
			7XL	1		
WOMENS JACKET OVERALL	"FLAME RETARDANT & ACID RESISTANT SAFETY WEAR WOMENS JACKET, OVERALL; TYPE: WORKWEAR, COMMERCIAL SIZE:VARIOUS,, COLOR: NAVY BLUE, SPECIAL FEATURES: 50 MM REFLECTIVE STRIPS; FLAME AND ACID RESISTANT MATERIAL COMPOSITION: 100% COTTON ; FABRIC: D59; QUALITY STANDARD: SABS (FABRIC), COLOUR: NAVY BLUE, BRANDING: TPT LOGO EMBROIDERED ON FRONT ABOVE THE LEFT BREAST POCKET IN WHITE (JACKET) AND TPT LOGO PRINTED LARGE IN WHITE AT THE BACK OF THE JACKET, REFLECTIVE: 50MM REFLECTIVE STRIPS AROUND THE WAIST BELOW CHEST POCKET, 2 SKIRT POCKETS, MASS: 300 GSM, WORKWEAR FINISH. LONG SLEEVE NB: OVERALL MUST BE TRIPLE STITCHED AND BAR TACKED AT ALL STRESS POINT FOR STRENGTH. PRICE MUST INCLUDE BRANDING AND REFLECTIVE SANS 434"	54004789	28 / 72	50		
		54004800	30 / 77	618		
		54004801	32 / 82	845		
		54004802	34 / 87	1207		
		54004803	36 / 92	1348		
		54004791	38 / 102	1146		
		54004792	40 / 107	1254		
		54004793	42 / 112	920		
		54004794	44 / 117	867		
		54004795	46 / 122	165		
		54004796	48 / 127	50		
		54004797	50 / 132	50		
		54004798	52 / 137	125		

TRANSNET PORT TERMINALS: SUPPLY OF PPE CLOTHING AND WORKWEAR FOR A PERIOD OF THREE (3) YEARS.

		54004798	54	5		
		54004799	56	15		
		54004799	56	18		
		54004799	60	18		
MENS JACKET OVERALL	"FLAME RETARDANT & ACID RESISTANT SAFETY WEAR MENS JACKET, OVERALL; TYPE: WORKWEAR, COMMERCIAL SIZE:VARIOUS, COLOR: NAVY BLUE, SPECIAL FEATURES: 50 MM REFLECTIVE STRIPS; FLAME AND ACID RESISTANT MATERIAL COMPOSITION: 100% COTTON ; FABRIC: D59; QUALITY STANDARD: SABS (FABRIC), COLOUR: NAVY BLUE, BRANDING: TPT LOGO EMBROIDERED ON FRONT ABOVE THE LEFT BREAST POCKET IN WHITE (JACKET) AND TPT LOGO PRINTED LARGE IN WHITE AT THE BACK OF THE JACKET, REFLECTIVE: 50MM REFLECTIVE STRIPS AROUND THE WAIST BELOW CHEST POCKET, 2 SKIRT POCKETS, MASS: 300 GSM, WORKWEAR FINISH. LONG SLEEVE NB: OVERALL MUST BE TRIPLE STITCHED AND BAR TACKED AT ALL STRESS POINT FOR STRENGTH. PRICE MUST INCLUDE BRANDING AND REFLECTIVE SANS 434"	54004789	28 / 72	50		
		54004800	30 / 77	618		
		54004801	32 / 82	845		
		54004802	34 / 87	1207		
		54004803	36 / 92	1348		
		54004791	38 / 102	1146		
		54004792	40 / 107	1254		
		54004793	42 / 112	920		
		54004794	44 / 117	867		
		54004795	46 / 122	165		
		54004796	48 / 127	50		
		54004797	50 / 132	50		
		54004798	52 / 137	125		
		54004798	54	5		
		54004799	56	15		

TRANSNET PORT TERMINALS: SUPPLY OF PPE CLOTHING AND WORKWEAR FOR A PERIOD OF THREE (3) YEARS.

		54004799	58	18		
		54004799	60	18		
MENS TROUSERS, OVERALL	"FLAME RETARDANT & ACID RESISTANT SAFETY WEAR MENS TROUSERS, OVERALL; TYPE: WORKWEAR, COMMERCIAL SIZE: VARIOUS GENDER: MALE, MATERIAL: 100% COTTON D59, COLOR: NAVY BLUE, SPECIAL FEATURE TURES: 50 MM REFLECTIVE STRIPS; FLAME AND ACID RESISTANT OVERALL, OVERALL - PANTS , MATERIAL COMPOSITION: 100% COTTON; FABRIC: D59; QUALITY STANDARD: SABS (FABRIC), COLOUR: NAVY BLUE, BRANDING: 50MM REFLECTIVE STRIPS BELOW KNEES BOTH LEGS, MASS: 300 GSM, 2 HUNTERS POCKETS AND A SINGLE BACK POCKET. NB: OVERALL MUST BE TRIPLE STITCHED AND BAR TACKED AT ALL STRESS POINT FOR STRENGTH. PRICE MUST INCLUDE REFLECTIVE SANS 434"	54004771	28 / 72	322		
		54004772	30 / 77	751		
		54004775	32 / 32	105		
		54004774	34 / 87	1335		
		54004773	36 / 92	1337		
		54004777	38 / 102	1200		
		54004781	40 / 107	1025		
		54004782	42 / 112	811		
		54004778	44 / 117	748		
		54004783	46 / 122	50		
		54004780	48 / 127	455		
		54004776	50 / 132	135		
		54004776	52	50		
		54004776	54	25		
		54004790	56	35		
		54004784	58	15		
		54004784	60	15		
WOMENS TROUSERS,	"FLAME RETARDANT & ACID RESISTANT SAFETY WEAR	54004771	28 / 72	322		

TRANSNET PORT TERMINALS: SUPPLY OF PPE CLOTHING AND WORKWEAR FOR A PERIOD OF THREE (3) YEARS.

OVERALL	WOMENS TROUSERS, OVERALL; TYPE: WORKWEAR, COMMERCIAL SIZE: VARIOUS GENDER: FEMALE, MATERIAL: 100% COTTON D59, COLOR: NAVY BLUE, SPECIAL FEATURE TURES: 50 MM REFLECTIVE STRIPS; FLAME AND ACID RESISTANT OVERALL, OVERALL - PANTS , MATERIAL COMPOSITION: 100% COTTON; FABRIC: D59; QUALITY STANDARD: SABS (FABRIC), COLOUR: NAVY BLUE, BRANDING: 50MM REFLECTIVE STRIPS BELOW KNEES BOTH LEGS, MASS: 300 GSM, 2 HUNTERS POCKETS AND A SINGLE BACK POCKET. NB: OVERALL MUST BE TRIPLE STITCHED AND BAR TACKED AT ALL STRESS POINT FOR STRENGTH. PRICE MUST INCLUDE REFLECTIVE SANS 434"	54004772	30 / 77	751		
		54004775	32 / 32	105		
		54004774	34 / 87	1335		
		54004773	36 / 92	1337		
		54004777	38 / 102	1200		
		54004781	40 / 107	1025		
		54004782	42 / 112	811		
		54004778	44 / 117	748		
		54004783	46 / 122	50		
		54004780	48 / 127	455		
		54004776	50 / 132	135		
		54004776	52	50		
		54004776	54	25		
		54004790	56	35		
		54004784	58	15		
		54004784	60	15		
HELMET SFTY; HARD HAT, OSFA, WHITE	HELMET, SAFETY; TYPE: HARD HAT, COMMERCIAL SIZE: ONE SIZE FITS ALL, COLOR: WHITE, MATERIAL: ACRYLONITRILE BUTADIENE STYRENE PLASTIC , PACKAGE TYPE: BAG, PLASTIC; SPECIFICATION: SANS 1397:2003, LA, EN397:1995, LA; RIGIDTY AND PROTECTION, CONTOURED RAIN	54004462	ONE SIZE FIT ALL	3000		

	CHANNEL, HIGH DIELECTRIC STRENGTH, ELECTRIC INSULATION, ONE HANDED RATCHET, ADJUSTABLE SHOCK ABSORBING SUSPENSION, 4 POINT LIGHTWEIGHT LINING WITH SOFT ABSORBANT CROWN AND SWEATBAND EASILY REPLACEABLE AND WASHABLE, SLOTS FOR EARMUFFS AND VISORS, ULTRA-VIOLET INHIBITOR PROTECTING THE LIFE OF THE HELMET, REINFORCED FOR EXTRA SHELL STRENGTH, HEIGHT AND CIRCUMFERENCE ADJUSTABLE, BRANDED					
SOCKS; UNISEX, ONE SIZE FITS ALL, BLACK	SOCKS; GENDER: UNISEX, COMMERCIAL SIZE: ONE SIZE FITS ALL, TYPE: ANTIBACTERIAL, MATERIAL: COTTON 72, POLYAMIDE 26, SILVER FIBER 2 PCT, COLOR: BLACK; SILVER ANTI-MICROBIAL AND ANTI-STATIC PROPERTIES, SPECIALLY TREATED USING RUCO BAC AGP SILVER BASED TECHNOLOGY	147585	One size Fits all	20 000		
SHOES SAFETY; IND, 3, BLACK/PINK TRIM, FEM	SHOES, SAFETY; TYPE: INDUSTRIAL, FOOTWEAR SIZE: 3, COLOR: BLACK AND PINK TRIM, GENDER: FEMALE, MATERIAL: FULL GRAIN LEATHER UPPER, TOE TYPE: STEEL CAP, SOLE MATERIAL: DOUBLE DENSITY POLYURETHANE; SISI JENNIFER 55005 OR SIMILAR	54004712	3	50		
		54004713	4	100		
		54004717	5	70		
		54004723	6	300		
		54004724	7	400		

TRANSNET PORT TERMINALS: SUPPLY OF PPE CLOTHING AND WORKWEAR FOR A PERIOD OF THREE (3) YEARS.

		54004719	8	300		
SHOES SAFETY; TRAX BREMEN,5, BLACK, MALE	SHOES, SAFETY; TYPE: TRAX BREMEN, FOOTWEAR SIZE: 5, COLOR: BLACK, GENDER: MALE, MATERIAL: LEATHER UPPER, TOE TYPE: EXTRA WIDE STEEL CAP, FASTENING METHOD: D-RING EYELET AND LACE, SOLE MATERIAL: DUAL DENSITY POLYURETHANE, ACID/OIL RESISTANT; P/N: 20001, BOVA	138696	3	75		
		138696	4	130		
		138696	5	932		
		138709	6	873		
		138708	7	1130		
		138710	8	1053		
		138711	9	984		
		138712	10	711		
		138713	11	472		
		138707	12	533		
SHOES SAFETY; SNEAKER,3, BLACK,UNISEX,BO X	SHOES, SAFETY; TYPE: SNEAKER, FOOTWEAR SIZE: 3, COLOR: BLACK, GENDER: UNISEX, MATERIAL: SUEDE AND MESH, TOE TYPE: STEEL CAP, FASTEN ING METHOD: LACE UP, SOLE MATERIAL: PHYLON MIDSOLE, RUBBER OUTSOLE, PACKAGE TYPE: BOX; P/N: 795338-61, BATA INDUSTRIES	156793	3	270		
		156792	4	368		
		156802	5	727		
		156794	6	710		
		156795	7	1002		
		156796	8	1039		
		156602	9	917		
		156797	10	612		

TRANSNET PORT TERMINALS: SUPPLY OF PPE CLOTHING AND WORKWEAR FOR A PERIOD OF THREE (3) YEARS.

		156798	11	329		
		156799	12	341		
		156800	13	51		
		156799	14	3		
	<b>Total price excluding VAT for a period of Three (3) Years</b>					
	Vat (15 %)if Applicable					
	<b>Total price including VAT for a period of Three (3) Years</b>					



**TRANSNET**



*port terminals*

## **ANNEXURE G**

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# **TECHNICAL RETURNABLE**

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**TRANSNET**



*port terminals*

## **ANNEXURE H**

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# **MASTER AGREEMENT**

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**MASTER AGREEMENT**

entered into by and between

**TRANSNET SOC LTD**

and

.....

**FOR THE SUPPLY OF :**

**THE SUPPLY & DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT AND  
SAFETY WEAR (DURBAN TERMINALS) FOR TRANSNET SOC LTD (REG. NO  
1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS  
(HEREINAFTER REFERRED TO AS "TPT") PIER 2 FOR A PERIOD OF THREE  
(3) YEARS.**

**AGREEMENT NUMBER      ICLM DB 1001/TPT**

**COMMENCEMENT DATE      .....**

**EXPIRY DATE      .....**

## TABLE OF CONTENTS

1	INTRODUCTION .....	4
2	DEFINITIONS.....	4
3	INTERPRETATION .....	7
4	NATURE AND SCOPE .....	8
5	AUTHORITY OF PARTIES .....	8
6	DURATION/TERM AND CANCELLATION .....	9
7	RISK MANAGEMENT .....	9
8	TRANSNET'S OBLIGATIONS.....	9
9	GENERAL OBLIGATIONS OF THE SUPPLIER .....	10
10	SUBCONTRACTING.....	12
11	PAYMENT TO SUB-CONTRACTORS.....	12
12	B-BBEE AND SOCIO-ECONOMIC OBLIGATIONS.....	13
13	PENALTIES .....	13
14	INVOICES AND PAYMENT.....	14
15	PRICE ADJUSTMENTS .....	14
16	WARRANTIES APPLICABLE TO GOODS.....	15
17	THIRD PARTY INDEMNITY .....	15
18	INSPECTION APPLICABLE TO GOODS .....	16
19	DEFECTIVE GOODS .....	16
20	TOTAL OR PARTIAL FAILURE TO PERFORM .....	17
21	NON CONFORMANCE OF GOODS PROCURED.....	18
22	RIGHTS ON CANCELLATION .....	18
23	BREACH AND TERMINATION .....	18
24	CESSIONS AND ASSIGNMENTS AS PER NT INSTRUCTION NOTE 08 OF 2022/2023 .....	19
25	FORCE MAJEURE .....	20
26	PROTECTION OF PERSONAL INFORMATION.....	20
27	CONFIDENTIALITY .....	22
28	INSURANCES .....	24
29	LIMITATION OF LIABILITY .....	25
30	INTELLECTUAL PROPERTY RIGHTS.....	25
31	NON-WAIVER.....	27
32	PARTIAL INVALIDITY.....	27
33	DISPUTE RESOLUTION .....	28
34	ADDRESSES FOR NOTICES.....	28
35	WHOLE AND ONLY AGREEMENT .....	29
36	AMENDMENT AND CHANGE CONTROL .....	29
37	GENERAL.....	29
38	DATABASE OF RESTRICTED SUPPLIER.....	30

Agreement between Transnet and .....  
For the Supply & Delivery Of Personal Protective Equipment And Safety Wear (Durban Terminals) For Transnet Soc Limited  
Operating As Transnet Port Terminals (Herein To As "Tpt") At The Durban Terminals For A Period Of Three (3) Years.

## **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  
....., Republic of South Africa [**Transnet**]

and

..... [Registration Number .....] whose registered address is  
..... [**the Supplier**].

### NOW THEREFORE, IT IS AGREED:

- 1.1 Transnet hereby appoints the Supplier to provide, and Transnet undertakes to accept the supply of Goods 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 Supplier hereby undertakes to provide the Goods 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 Goods 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 Supplier [as agreed, in writing, between the Parties], which collectively and exclusively govern the supply of Goods and provision of ancillary Services by the Supplier 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 Supplier**]. Incoterms are only applicable to contracts involving the import or export of Goods from one country to another and for the purpose of this Agreement, if applicable, shall mean the designated Incoterm as stipulated in Schedule 1 hereto. Further details of the Incoterm [purchase terms] for this Agreement, if applicable, can be viewed at the International Business Training website - <http://www.i-b-t.net/incoterms.html>;
- 2.16 **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;
- 2.17 **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;
- 2.18 **Parties** mean the Parties to this Agreement together with their subsidiaries, divisions, business units, successors-in-title and assigns;
- 2.19 **Party** means either one of these Parties;
- 2.20 **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;
- 2.21 **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;
- 2.22 **Price(s)** means the agreed Price(s) for the Goods to be purchased from the Supplier 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;

- 2.23 **Purchase Order(s)** means official orders issued by an operating division of Transnet to the Supplier for the supply of Goods or Services;
- 2.24 **Service Level Agreement** or **SLA** means the processes, deliverables, key performance indicators and performance standards relating to the Goods to be provided by the Supplier;
- 2.25 **Staff** means any partner, employee, agent, consultant, independent associate or contractor, Subcontractor and the staff of such Subcontractor, or other authorised representative of either Party;
- 2.26 **Schedule of Requirements** means Schedule 1 hereto;
- 2.27 **Subcontract** means any contract or agreement or proposed contract or agreement between the Supplier and any third party whereby that third party agrees to provide to the Supplier the Goods or related Services or any part thereof or material used in the manufacture of the Goods or any part thereof;
- 2.28 **Subcontractor** means the third party with whom the Supplier enters into a Subcontract;
- 2.29 **Tax Invoice** means the document as required by Section 20 of the VAT Act, as may be amended from time to time;
- 2.30 **Trade Marks** mean registered Trade Marks and Trade Mark applications and include any sign or logo, or combination of signs and/or logos capable of distinguishing the goods or services of one undertaking from those of another undertaking;
- 2.31 **VAT** means Value-Added Tax chargeable in terms of the VAT Act, 89 of 1991, as may be amended from time to time; and
- 2.32 **VAT Act** means the Value Added Tax Act, No 89 of 1991, as may be amended from time to time.

### 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 Supplier will arrange for the supply to Transnet of the Goods 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 Supplier 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 36 [*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 Supplier will perform its obligations under this Agreement in accordance with the timeframe(s) [if any] set out in the relevant schedule, save that the Supplier 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.
- 6.2 Notwithstanding clause 23 [*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 Supplier for information, including information concerning Transnet's operations and activities, that relates to the Goods as may be necessary for the Supplier to provide the Goods, 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 Supplier of its confidentiality obligations under this Agreement.
- 8.2 The Supplier shall give Transnet reasonable notice of any information it requires.
- 8.3 Transnet agrees to provide the Supplier or its Personnel such access to and use of its facilities as is necessary to allow the Supplier to perform its obligations under this Agreement.

## **9 GENERAL OBLIGATIONS OF THE SUPPLIER**

### **9.1 The Supplier 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 Supplier and the Supplier's products;
- d) keep full records clearly indicating all transactions concluded by the Supplier relating to the delivery of the Goods and keep such records for at least 5 [five] years from the date of each such transaction;
- e) obtain, and at all times maintain in full force and effect, any and all licences, permits and the like required under applicable laws for the provision of the Goods and ancillary Services and the conduct of the business and activities of the Supplier;
- f) observe and ensure compliance with all requirements and obligations as set out in the labour and related legislation of South Africa, including the Occupational Health and Safety Act, 85 of 1993, as may be amended from time to time;
- g) observe and ensure compliance with all requirements and objectives of the Transnet Supplier Integrity Pact as agreed to in response to the RFP. The general purpose of the Supplier Integrity Pact is to agree to avoid all forms of dishonesty, fraud and corruption by following a system that is fair, transparent and free from any undue influence prior to, during and subsequent to the currency of the procurement event leading to this Agreement and this Agreement itself;
- h) comply with all applicable environmental legislation and regulations, demonstrate sound environmental performance and have an environmental management policy which ensures that its products, including the Goods 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 Supplier 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 Supplier.

### **9.2 The Supplier acknowledges and agrees that it shall at all times:**

- a) render the supply of the Goods 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 Goods and demonstrate a commitment to effecting the supply and performing ancillary Services timeously, efficiently and at least to the required standards;

- c) endeavour to provide the highest possible standards of service and workmanship, with a reasonable degree of care and diligence;
- d) use its best endeavours and make every diligent effort to meet agreed deadlines;
- e) treat its own Staff, as well as all Transnet's Staff, with fairness and courtesy and respect for their human rights;
- f) practice and promote its own internal policies aimed at prohibiting and preventing unfair discrimination;
- g) treat all enquiries from Transnet in connection with the supply of the Goods and/or ancillary Services with courtesy and respond to all enquiries promptly and efficiently. Where the Supplier is unable to comply with the provisions of this clause, the Supplier 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 Supplier's own policies and procedures, excluding Know-How and other Confidential Information, except where a non-disclosure undertaking has been entered into between the Parties;
- i) not allow a conflict of interest to develop between its own interests [or the interests of any of its other customers] and the interests of Transnet;
- j) not accept or offer, nor allow, induce or promote the acceptance or offering of any gratuity, enticement, incentive or gift that could reasonably be regarded as bribery or an attempt to otherwise exert undue influence over the recipient;
- k) not mislead Transnet or its officers, employees and stakeholders, whether by act or omission;
- l) not otherwise act in an unethical manner or do anything which could reasonably be expected to damage or tarnish Transnet's reputation or business image;
- m) immediately report to Transnet any unethical, fraudulent or otherwise unlawful conduct of which it becomes aware in connection with Transnet or the supply of Goods 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 Supplier 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 Supplier shall ensure that the Goods 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 Supplier, 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 Supplier and/or its Subcontractor shall grant Transnet access, during the term of this Agreement, to review any safety-related activities, including the coordination of such activities across all parts of its organisation.

## **10 SUBCONTRACTING**

- 10.1 The Supplier may only enter into a subcontracting arrangement or replace a subcontractor with the approval of Transnet.
- 10.2 If the Supplier subcontracts a portion of the contract to another person without declaring it to Transnet reserves the right to penalise the Supplier up to 10% of the value of the contract.
- 10.3 Where the Supplier 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 Supplier'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 Supplier (main contractor) and the subcontractor.
- 10.4 Should Transnet approve the Supplier's subcontracting arrangement, the Supplier and not the Subcontractor will at all times be held liable for performance in terms of its contractual obligations.
- 10.5 The Supplier may not subcontract in such a manner that the the overall value of the contract is reduced to below the stipulated minimum threshold.
- 10.6 The Supplier 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 Supplier, unless the contract is subcontracted to an Exempted Micro Enterprise (EME) that has the capability and ability to execute the Subcontract.

## **11 PAYMENT TO SUB-CONTRACTORS**

- 11.1 Transnet reserves the right, in its sole discretion, to make payment directly to the sub-contractor of the Supplier, subject to the following conditions:
- a) Receipt of an undisputed invoice from the sub-contractor; and
  - b) Receipt of written confirmation from the Supplier 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 Supplier, against the required standards.
- 11.2 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 Supplier to demand that Transnet pay its sub-contractor directly. The decision to pay any sub-contractor directly, remains that of Transnet alone.

- 11.3 The Supplier remains liable for its contractual obligations under the Agreement, including all services rendered by the sub-contractor.
- 11.4 This clause does not establish any contractual relationship between Transnet and any sub-contractor of the Supplier, whatsoever.

## **12 B-BBEE AND SOCIO-ECONOMIC OBLIGATIONS**

### **12.1 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 Supplier 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 Supplier undertakes to notify and provide full details to Transnet in the event there is:
  - (i) a change in the Supplier'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 Supplier which has or likely to impact negatively on the Supplier's B-BBEE status.
- d) Notwithstanding any other reporting requirement in terms hereof, the Supplier undertakes to provide any B-BBEE data (underlying data relating to the Supplier 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 Supplier 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 Supplier Default and may be dealt with in accordance with the provisions of clause 233.
- e) In the event there is a change in the Supplier's B-BBEE status, then the provisions of clause 233 shall apply.

### **12.2 Green Economy/Carbon Footprint**

- a) The Supplier has in its bid provided Transnet with an understanding of the Supplier's position with regard to issues such as waste disposal, recycling and energy conservation.

## **13 PENALTIES**

### **13.1 Penalties for Non-compliance to Service Level Agreement**

Where the Supplier fails to deliver the Goods 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 10% of the invoice due.

## 14 INVOICES AND PAYMENT

- 14.1 Transnet shall pay the Supplier the amounts stipulated in each Purchase Order/Work Order, subject to the terms and conditions of this Agreement.
- 14.2 Transnet shall pay such amounts to the Supplier 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 Supplier for the delivery of the Goods ordered, in terms of clause 14.5 below.
- 14.3 Transnet may, pending an investigation, withhold any payments to the Supplier, in the case where irregular expenditure has been identified in the particular contract and that there is reasonable suspicion that the Supplier is involved or was aware that the contract transgressed any legislation.
- 14.4 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.
- 14.5 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 Supplier's statement together with the relevant valid and undisputed Tax Invoice(s) and supporting documentation.
- 14.6 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 Supplier 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.
- 14.7 The Supplier 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.

## 15 PRICE ADJUSTMENTS

- 15.1 Prices for Goods supplied in terms of this Agreement shall be subject to review as indicated in the Schedule of Requirements/Works Order annexed hereto.
- 15.2 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.
- 15.3 Pursuant to clause 15.2 above, the Supplier shall keep full and accurate records of all costs associated with the supply of the Goods to Transnet, in a form to be approved in writing by Transnet. The Supplier 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.



- 15.4 Should Transnet and the Supplier 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 33 of the Master Agreement [Dispute Resolution].
- 15.5 If during the period of this Agreement Transnet can purchase similar Goods 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 Goods purchased hereunder from the Supplier, Transnet may notify the Supplier of such total delivered cost and the Supplier shall have an opportunity to adjust the Price of the Goods 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 Supplier fails to do so or cannot legally do so, Transnet may (i) purchase the Goods 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 Supplier hereunder shall be reduced accordingly; (ii) terminate this Agreement without any penalty, liability or further obligation; or (iii) continue purchases under this Agreement.
- 15.6 If during the period of this Agreement the Supplier sells any materials which are the same as, equivalent to, or substantially similar to the Goods herein, at a total delivered cost to a third party lower than the total delivered cost to a Transnet facility, then the Supplier has an opportunity to adjust its Price for the Goods 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 Supplier fails to do so or cannot legally do so, Transnet may (i) purchase the Goods 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 Supplier 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 Supplier 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.

## **16 WARRANTIES APPLICABLE TO GOODS**

The Supplier warrants that:

- 16.1 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;
- 16.2 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
- 16.3 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.

## **17 THIRD PARTY INDEMNITY**

The Supplier hereby indemnifies and shall hold Transnet harmless against any direct damages suffered by or claims arising against Transnet in respect of clause 16.2 above.

## **18 INSPECTION APPLICABLE TO GOODS**

- 18.1 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.
- 18.2 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.
- 18.3 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.
- 18.4 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.
- 18.5 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.
- 18.6 Inspection will be arranged by the Staff of Transnet, as indicated in the Purchase Order(s).
- 18.7 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.
- 18.8 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 18.

## **19 DEFECTIVE GOODS**

- 19.1 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.
- 19.2 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.
- 19.3 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.
- 19.4 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.
- 19.5 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.
- 19.6 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.
- 19.7 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.

## **20 TOTAL OR PARTIAL FAILURE TO PERFORM**

- 20.1 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.
- 20.2 The Supplier shall thereupon, as soon as possible after such date, deliver to Transnet the Goods [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. Where an integral or essential part of the work has not been completed, the amount to be paid to the Supplier will be calculated on the basis of Transnet's enrichment. The Supplier shall, wherever

practicable, supply Transnet with the necessary drawings and/or specifications to enable it to complete the work.

- 20.3 Whenever, in any case not covered by clause 20.1 above, the Supplier fails or neglects to execute the work or to deliver any portion of the Goods as required by the terms of this Agreement or Purchase Order, or if any Goods are rejected on any of the grounds mentioned in clause 19 [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 Goods, and in such event, the supply of the remaining portion shall remain subject in all respects to these conditions.

## **21 NON CONFORMANCE OF GOODS PROCURED**

- 21.1 *In the case of Goods manufactured for and procured by Transnet from the Supplier 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 Supplier whose Goods do not conform to Transnet standards, specifications and requirements directing the Supplier to investigate and remedy the non-conformance within the stipulated time frame as may be determined by Transnet at its discretion.*
- 21.2 *Failure by the Supplier to fully comply with NCR within the period stated in sub-clause 21.1 above, shall entitle Transnet to further conditions to which the Supplier must discharge in order to close the NCR or to terminate the order without giving the Supplier written notice of termination in terms of this Agreement.*

## **22 RIGHTS ON CANCELLATION**

- 22.1 If this Agreement or Purchase Order is cancelled in whole or in part in terms of clause 20 [Total or Partial Failure to Perform], Transnet may execute or complete this Agreement with any other entity and do so on such terms as it may deem proper, or may procure other comparable Goods in substitution for those neglected to be manufactured or supplied or rejected as aforesaid, and may recover from the Supplier the difference between the cost of such Goods and 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 Supplier's default.
- 22.2 Any amount which may be recoverable from the Supplier in terms of clause 22.1 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 Supplier.

## **23 BREACH AND TERMINATION**

- 23.1 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.
- 23.2 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 Supplier, and certify to Transnet in writing that this has been done.

- 23.3 To the extent that any of the Deliverables and property referred to in clause 23.2 above are in electronic form and contained on non-detachable storage devices, the Supplier will provide Transnet with unencrypted copies of the same on magnetic media and will irretrievably destroy and delete copies so held.
- 23.4 In the event that this Agreement is terminated by the Supplier under clause **Error! Reference source not found.** [Term and Cancellation], or in the event that a Work Order is terminated by Transnet under clause **Error! Reference source not found.** [Breach and Termination], Transnet will pay to the Supplier all outstanding Fees [apportioned on a pro rata basis] relating to the work undertaken by the Supplier up until the date of such termination. Transnet will also pay the costs of any goods and materials ordered by the Supplier in relation to the such work for which the Supplier has paid or is legally obliged to pay, in which case, on delivery of such goods or materials, the Supplier will promptly deliver such goods and materials to Transnet or as it may direct.
- 23.5 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.
- 23.6 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.
- 23.7 Transnet may terminate this Agreement at any time within 2 [two] months of becoming aware of a change of control of the Supplier by notice in writing to the Supplier. 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.
- 23.8 Notwithstanding this clause 239, Transnet may cancel this Agreement without cause by giving 30 [thirty] calendar days prior written notice thereof to the Supplier, or
- 23.9 The provisions of clauses 2 [Definitions], 16 [Warranties], 22 [Rights on Cancellation], 27 [Confidentiality], 29 [Limitation of Liability], 30 [Intellectual Property Rights], 33 [Dispute Resolution] and 37.1 [Governing Law] shall survive termination or expiry of this Agreement.

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

- 24.1 The Supplier 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 delivered by a Supplier to an FSP or State Institutions;

- b) The written request for cession must be by the Supplier and not a third party; and
- c) The written request by the Supplier must be accompanied by the cession agreement.

24.2 The Supplier 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.

## **25 FORCE MAJEURE**

- 25.1 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.
- 25.2 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.

## **26 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 Supplier 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.
- 26.1 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.
- 26.2 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.
- 26.3 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.
- 26.4 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.

26.5 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.

26.6 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.

## **27 CONFIDENTIALITY**

27.1 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.

27.2 The duties and obligations with regard to Confidential Information in this clause 27 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.

27.3 This clause 27 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 Supplier 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.

## **28 INSURANCES**

- 28.1 Without limiting the liability of the Supplier under this Agreement, the Supplier shall take out insurance in respect of all risks for which it is prudent for the Supplier 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 Supplier.
- 28.2 The Supplier 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.
- 28.3 Subject to clause 28.4 below, if the Supplier fails to effect adequate insurance under this clause 28, 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 Supplier. The Supplier shall promptly reimburse Transnet for any premiums paid provided such insurance protects the Supplier's liability. Transnet assumes no responsibility for such insurance being adequate to protect all of the Supplier's liability.
- 28.4 In the event that the Supplier receives written notice from its insurers advising of the termination of its insurance cover referred to in clause 28.1 above or if the insurance ceases to be available upon commercially reasonable terms, the Supplier shall immediately notify Transnet in writing of such termination and/or unavailability, whereafter either the Supplier or Transnet may terminate this Agreement on giving the other Party not less than 30 [thirty] calendar days prior written notice to that effect.

## **29 LIMITATION OF LIABILITY**

- 29.1 The Supplier's liability under this clause 29 shall be in addition to any warranty or condition of any kind, express or implied by law or otherwise, relating to the Goods or ancillary Services, including the quality of the Goods or ancillary Services or any materials delivered pursuant to this Agreement.
- 29.2 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.
- 29.3 The Supplier 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 Supplier or its Personnel in connection with this Agreement. The Supplier's liability arising out of this clause 29.3 shall be limited to direct damages.
- 29.4 Subject always to clauses 29.1 and 29.2 above, the liability of either the Supplier 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.
- 29.5 Subject to clauses 29.1 to 29.4 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.
- 29.6 If for any reason the exclusion of liability in clause 29.5 above is void or unenforceable, either Party's total liability for all loss or damage under this Agreement shall be as provided in clause 29.3 above.
- 29.7 Nothing in this clause 29 shall be taken as limiting the liability of the Parties in respect of clauses 27 [Confidentiality] and 30 [Intellectual Property Rights].

## **30 INTELLECTUAL PROPERTY RIGHTS**

### **30.1 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 Supplier 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 Supplier's Background Intellectual Property shall remain vested in the Supplier.
- b) Transnet shall grant to the Supplier 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 Supplier to sub-license to other parties.
- c) The Supplier shall grant to Transnet an irrevocable, royalty free, non-exclusive licence to use the Supplier's Background Intellectual Property for the Permitted Purpose. This licence shall not permit Transnet to sub-license to other parties.

- d) The Supplier shall grant Transnet access to the Supplier'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 Supplier from third parties and used in the supply of the Goods.

### 30.2 Title to Intellectual Property

- a) All right, title and interest in and to Foreground Intellectual Property prepared, conceived or developed by the Supplier, its researchers, agents and employees shall vest in Transnet and the Supplier acknowledges that it has no claim of any nature in and to the Foreground Intellectual Property. The Supplier 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 Supplier shall reasonably assist Transnet in attaining and maintaining protection of the Foreground Intellectual Property.
- c) Where the Foreground Intellectual Property was created by the Supplier 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 Supplier 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 Supplier for the assignment of any Foreground Intellectual Property from the Supplier to Transnet, over and above the sums payable in terms of this Agreement. The Supplier 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 Supplier 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.

### 30.3 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 Supplier shall disclose promptly to Transnet all such improvements, developments, adaptations and/or modifications, inventions or discoveries. The Supplier 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 Supplier shall reasonably assist Transnet in attaining, maintaining or documenting ownership and/or protection of the improved Foreground Intellectual Property.

**30.4 Unauthorised Use of Confidential Information**

The Supplier 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.

**30.5 Unauthorised Use of Intellectual Property**

- a) The Supplier 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 Supplier 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 Supplier 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 Supplier 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.

**31 NON-WAIVER**

- 31.1 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.
- 31.2 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.

**32 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.

### 33 DISPUTE RESOLUTION

- 33.1 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.
- 33.2 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.
- 33.3 Such dispute shall be finally resolved in accordance with the rules of AFSA by an arbitrator or arbitrators appointed by AFSA.
- 33.4 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 333.
- 33.5 This clause 33 is severable from the rest of this Agreement and shall remain in effect even if this Agreement is terminated for any reason.
- 33.6 This clause 33 shall not preclude either Party from seeking urgent relief in a court of appropriate jurisdiction, where grounds for urgency exist.

### 34 ADDRESSES FOR NOTICES

- 34.1 The Parties to this Agreement select the physical addresses, 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 as may be, by written notice to the other:

a) **Transnet**

- (i) For legal notices: .....
- .....
- .....
- .....

Attention: Legal Advisor

- (ii) For commercial notices: .....
- .....
- .....

Attention: .....

b) **The Supplier**

- (i) For legal notices: .....
- .....
- .....

Attention: .....

- (ii) For commercial notices: .....
- .....

Attention: .....

- 34.2 Any notice shall be addressed to a Party at its physical address, or delivered by hand, or sent by email.
- 34.3 Any notice shall be deemed to have been given:
- a) if hand delivered, on the day of delivery;
  - b) 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.

### **35 WHOLE AND ONLY AGREEMENT**

- 35.1 The Parties hereby confirm that this Agreement constitutes the whole and only agreement between them with regard to the subject matter of this Agreement.
- 35.2 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.

### **36 AMENDMENT AND CHANGE CONTROL**

- 36.1 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.
- 36.2 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 33 [*Dispute Resolution*].

### **37 GENERAL**

#### **37.1 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.

#### **37.2 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 Supplier 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 33 [*Dispute Resolution*] above.

### **37.3 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.

### **38 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 <b>TRANSNET SOC LTD</b> duly authorised hereto	For and on behalf of ..... duly authorised hereto
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Date:
Place:	Place:

<b>AS WITNESS:</b> Name:	<b>AS WITNESS:</b> Name:
Signature:	Signature:

<b>AS WITNESS:</b> Name:	<b>AS WITNESS:</b> Name:
Signature:	Signature:



## ANNEXURE I

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# GENERAL BID CONDITIONS

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## **GENERAL BID CONDITIONS**

**[June 2022]**

## TABLE OF CONTENTS

1	DEFINITIONS .....	3
2	GENERAL .....	3
3	SUBMITTING OF BID DOCUMENTS .....	3
4	USE OF BID FORMS .....	3
5	BID FEES .....	4
6	VALIDITY PERIOD.....	4
7	SITE VISITS / BRIEFING SESSIONS .....	4
8	CLARIFICATION BEFORE THE CLOSING DATE .....	4
9	COMMUNICATION AFTER THE CLOSING DATE .....	4
10	UNAUTHORISED COMMUNICATION ABOUT BIDS.....	4
11	RETURNABLE DOCUMENTS .....	4
12	DEFAULTS BY RESPONDENTS .....	5
13	CURRENCY .....	5
14	PRICES SUBJECT TO CONFIRMATION .....	5
15	ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES .....	5
16	EXCHANGE AND REMITTANCE.....	5
17	ACCEPTANCE OF BID.....	6
18	NOTICE TO UNSUCCESSFUL RESPONDENTS.....	6
19	TERMS AND CONDITIONS OF CONTRACT .....	6
20	CONTRACT DOCUMENTS .....	6
21	LAW GOVERNING CONTRACT .....	6
22	IDENTIFICATION .....	7
23	RESPONDENT'S SAMPLES .....	7
24	SECURITIES.....	7
25	PRICE AND DELIVERY BASIS FOR GOODS.....	8
26	EXPORT LICENCE .....	8
27	QUALITY OF MATERIAL .....	8
28	VALUE-ADDED TAX .....	8
29	IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT .....	8
30	CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS .....	9
31	PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS .....	10
32	BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS.....	10
33	DATABASE OF RESTRICTED SUPPLIERS.....	11
34	CONFLICT WITH ISSUED RFP DOCUMENT .....	11

## 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](https://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](http://www.etenders.gov.za) and may also be downloaded from the Transnet website at [www.transnet.net](http://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 RFP Document.

## **10 UNAUTHORISED COMMUNICATION ABOUT BIDS**

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

## **11 RETURNABLE DOCUMENTS**

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

## **12 DEFAULTS BY RESPONDENTS**

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

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

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

## **13 CURRENCY**

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

## **14 PRICES SUBJECT TO CONFIRMATION**

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

## **15 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES**

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

## **16 EXCHANGE AND REMITTANCE**

- 16.1 The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Supplier, effect payment overseas directly to the foreign principal or manufacturer of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.
- 16.2 It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.
- 16.3 The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the Exchange and Remittance section of the Bid Documents and also furnish full details of the principals or manufacturer to whom payment is to be made.
- 16.4 The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.
- 16.5 Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which the Goods were to be delivered, as set out in the order and/or contract, or any subsequent agreement between the parties.

- 16.6 Transnet reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 of 1991 [VAT Act].

## **17 ACCEPTANCE OF BID**

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

## **18 NOTICE TO UNSUCCESSFUL RESPONDENTS**

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

## **19 TERMS AND CONDITIONS OF CONTRACT**

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

## **20 CONTRACT DOCUMENTS**

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

## **21 LAW GOVERNING CONTRACT**

The law of the Republic of South Africa shall govern the contract created by the acceptance of a Bid. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent in its Bid at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. A foreign Respondent shall,



therefore, state in its Bid the name of its authorised representative in the Republic of South Africa who is empowered to sign any contract which may be entered into in the event of its Bid being accepted and to act on its behalf in all matters relating to the contract.

## **22 IDENTIFICATION**

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

## **23 RESPONDENT'S SAMPLES**

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

## **24 SECURITIES**

- 24.1 The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of a Deed of Suretyship [Deed of Suretyship] furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- 24.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.
- 24.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- 24.4 For the purpose of clause 24.1 above, Transnet will supply a Deed of Suretyship form to the successful Respondent for completion and no guarantee in any other form will be accepted. A copy of such form will be supplied to Respondents on request. For this purpose a Deed of Suretyship form will be provided which shall be completed and returned to Transnet or a designated official by the successful Respondent within 30 [thirty] calendar days from the date of the letter of acceptance. No payment will be made until the form, duly completed, is delivered to Transnet. Failure to return the Deed of Suretyship within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Supplier to cancel the contract with immediate effect.
- 24.5 Additional costs incurred by Transnet necessitated by reason of default on the part of the Supplier in relation to the conditions of this clause 24 will be for the account of the Supplier.

## **25 PRICE AND DELIVERY BASIS FOR GOODS**

- 25.1 Unless otherwise specified in the Bid Documents, the prices quoted for Goods must be on a Delivered Duty Paid [latest ICC Incoterms] price basis in accordance with the terms and at the delivery point or points specified in Transnet's Bid Documents. Bids for supply on any other basis of delivery are liable to disqualification. The lead time for delivery stated by the Respondent must be inclusive of all non-working days or holidays, and of periods occupied in stocktaking or in effecting repairs to or overhauling plant, which would ordinarily occur within the delivery period given by the Respondent.
- 25.2 Respondents must furnish their Bid prices in the Price Schedule of the Bid Documents on the following basis:
- a) Local Supplies - Prices for Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held in South Africa, to be quoted on a Delivered RSA named destination basis.
  - b) Imported Supplies - Prices for Goods to be imported from all sources to be quoted on a Delivered Duty Paid [latest ICC Incoterms] basis, to end destination in South Africa, unless otherwise specified in the Bid Price Schedule.

## **26 EXPORT LICENCE**

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

## **27 QUALITY OF MATERIAL**

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

## **28 VALUE-ADDED TAX**

- 28.1 In respect of local supplies, i.e. Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held or already in transit to South Africa, the prices quoted by the Respondent are to be inclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.
- 28.2 In respect of foreign Services rendered:
- a) the invoicing by a South African supplier on behalf of its foreign principal rendering such Service represents a Service rendered by the principal; and
  - b) the Supplier's Tax Invoice(s) for the local portion only [i.e. the "commission" for the Services rendered locally] must show the VAT separately.

## **29 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT**

- 29.1 Method of Payment
- a) The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.
  - b) However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.

- c) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.
- d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 29.1 (a) above. Failure to comply with clause 29.1 (a) above may preclude a Bid from further consideration.

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

#### 29.2 Conditional Discount

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

### 30 CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS

#### 30.1 Contract Quantities

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

#### 30.2 Delivery Period

- a) **Period Contracts and Fixed Quantity Requirements**  
It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of the Terms and Conditions of Contract.
- b) **Progress Reports**  
The Supplier may be required to submit periodical progress reports with regard to the delivery of the Goods
- c) **Emergency Demands as and when required**  
If, due to unforeseen circumstances, supplies of the Goods covered by the Bid are required at short notice for immediate delivery, the Supplier will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period, Transnet reserves the right

to purchase such supplies as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source. The *Total or Partial Failure to Perform the Scope of Supply* section in the Terms and Conditions of Contract will not be applicable in these circumstances.

### **31 PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS**

#### **31.1 Copyright**

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

#### **31.2 Drawings and specifications**

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

#### **31.3 Respondent's drawings**

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

#### **31.4 Foreign specifications**

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

### **32 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS**

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

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

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

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

a) Such Power of Attorney must comply with Rule 63 (Authentication of documents executed outside the Republic for use within the Republic) of the Uniform Rules of Court: Rules

regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.

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

### **33 DATABASE OF RESTRICTED SUPPLIERS**

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

### **34 CONFLICT WITH ISSUED RFP DOCUMENT**

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

**TRANSNET**



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## **ANNEXURE J**

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# **INTEGRITY PACT**

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**Important Note: All potential bidders must read this document and certify in the RFP 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.

TRANSNET



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## ANNEXURE K

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# NON-DISCLOSURE AGREEMENT

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**NON DISCLOSURE AGREEMENT**

**[April 2020]**



**THIS AGREEMENT is made between**

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

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

**and**

**the Company as indicated in the RFP bid response hereto**

**WHEREAS**

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

**IT IS HEREBY AGREED**

**1. INTERPRETATION**

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid** or **Bid Document** means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
  - 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
  - 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
  - 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

## **2. CONFIDENTIAL INFORMATION**

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

## **3. RECORDS AND RETURN OF INFORMATION**

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.

- 3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
  - 3.3.1 return all written Confidential Information [including all copies]; and
  - 3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

#### **4. ANNOUNCEMENTS**

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

#### **5. DURATION**

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

#### **6. PRINCIPAL**

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

#### **7. ADEQUACY OF DAMAGES**

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

#### **8. PRIVACY AND DATA PROTECTION**

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

#### **9. GENERAL**

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.