

**TRANSNET PORT TERMINAL**

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

[Registration No. 1990/000900/30]

**REQUEST FOR PROPOSAL [RFP] [SERVICES]**

**FOR THE PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE) FOR TRANSNET SOC LTD. (REG 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT SALDANHA TERMINALS FOR A PERIOD OF THIRTY-SIX (36) MONTHS ON AN AS AND WHEN REQUIRED BASIS**

**RFP NUMBER** TPT/2026/02/0078/1343/RFP – ICLM HQ 985/TPT

**ISSUE DATE:** 18 March 2026

**CLOSING DATE:** 02 April 2026

**CLOSING TIME:** 12:00 PM

**BID VALIDITY PERIOD:** 180 Business Days from Closing Date

**SUBMISSION TO:** Transnet e-tender submission portal – see SBD 1 for details

**RFP ANNEXURES:**

ANNEXURE A - SCOPE OF WORK & BRAND APPLICATION GUIDE ON PPE

ANNEXURE B - LOCAL CONTENT DECLARATION

ANNEXURE C - LOCAL CONTENT DECLARATION (SUMMARY SCHEDULE)

ANNEXURE D - IMPORTED CONTENT DECLARATION

ANNEXURE E - LOCAL CONTENT DECLARATION

ANNEXURE F – PRICING SCHEDULE

ANNEXURE G - TECHNICAL EVALUATION CRITERIA

ANNEXURE H - MASTER AGREEMENT

ANNEXURE I - SCHEDULE 1 – SCHEDULE OF REQUIREMENTS

ANNEXURE J - TRANSNET GENERAL BID CONDITIONS

ANNEXURE K - NON-DISCLOSURE AGREEMENT

ANNEXURE L - SUPPLIER INTEGRITY PACT

**RFP APPENDIXES:**

APPENDIX I - QUALITY REQUIREMENTS

APPENDIX II - PREVIOUS WORK EXPERIENCE

APPENDIX III - RETURN POLICY

APPENDIX IV – WARRANTY

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

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET PORT TERMINAL, A DIVISION TRANSNET SOC LTD</b>							
BID NUMBER:	<b>TPT/2026/02/0078/1343/RFP – ICLM HQ 985/TPT</b>	ISSUE DATE:	<b>18 March 2026</b>	CLOSING DATE:	<b>02 April 2026</b>	CLOSING TIME:	<b>12:00 PM</b>
DESCRIPTION	<b>Provision of Personal Protective Equipment (PPE) for Transnet SOC Ltd (Reg. No 1990/000900/30) Operating as Transnet Port Terminals (hereinafter referred to as "TPT") at Saldanha Terminals for a period of thirty-six (36) months on an as and when required basis</b>						
<b>BID RESPONSE DOCUMENTS SUBMISSION INSTRUCTIONS</b>							
<p>Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.</p> <p>The Transnet Digital Procurement System (TDPS) Supplier Submission Portal can be accessed as follows:</p> <p>a) Log on to the Transnet eSupplier website/Portal (<a href="https://esupplierportal.transnet.net/portal/">https://esupplierportal.transnet.net/portal/</a>)</p> <p>b) Click on "SIGN IN/REGISTER –to register new bidder information and ensure that all (must fill in all mandatory information is completed) OR;</p> <ul style="list-style-type: none"> <li>▪ - to sign in if already registered;</li> </ul> <p>c) Click on "ADVERTISED TENDERS" to view advertised tenders;</p> <p>d) Toggle (click to switch) the "Log an Intent" button in order to be able to activate the submission of a bid;</p> <p>e) Respondents are to submit bid documents by uploading them onto the system against each tender selected. <b>A Bidder can upload 30mb per upload and multiple uploads are permitted.</b></p> <p><b>f) Bidders to note that all pricing must be completed on Annexure F and in the eSupplier portal for electronic pricing.</b></p> <p>g) Bidders should ensure that electronic bid submissions are submitted at least a day before the closing date and bidders should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by bidders as a result of their own technical challenges.</p> <p>h) No late submissions will be accepted.</p> <p>i) Each company must register its own profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.</p> <p>j) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.</p> <p>k) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.</p> <p>L) A detailed bidder guide can be found on the Transnet Portal <a href="https://transnetetenders.azurewebsites.net">transnetetenders.azurewebsites.net</a></p>							
<b>BIDDING PROCEDURE/TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>							
CONTACT PERSON	<b>Mvelo Bekwa</b>						
TELEPHONE NUMBER	<b>031 816 9887</b>						
FACSIMILE NUMBER	<b>Not Applicable</b>						
E-MAIL ADDRESS	<a href="mailto:Mvelo.Bekwa@transnet.net">Mvelo.Bekwa@transnet.net</a>						
<b>SUPPLIER INFORMATION</b>							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							

TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
IT IS A CONDITION OF THIS BID THAT THE TAX MATTERS OF THE SUCCESSFUL RESPONDENTS BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH SOUTH AFRICAN REVENUE SERVICE (SARS) TO MEET THE RESPONDENTS TAX OBLIGATIONS.				
	TCS PIN		OR	CSD No
SUPPLIER COMPLIANCE STATUS	<input type="checkbox"/> Yes  <input type="checkbox"/> No		<b>BBEE STATUS LEVEL SWORN AFFIDAVIT</b>	
If Yes, Who was the Certificate issued by?				
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
	<input type="checkbox"/>	A REGISTERED AUDITOR		
		NAME:		
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]</b>				
<b>1</b> ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	<b>2</b> ARE YOU A FOREIGN BASED SUPPLIER FOR <b>THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER QUESTIONNAIRE BELOW]	
Signature of the Bidder		Date:		
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>				
IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE BIDDER HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.</b>				

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. TAX COMPLIANCE REQUIREMENTS</b>
1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

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

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

## SECTION 2: NOTICE TO BIDDERS

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### 1 Responses to RFP

Responses to this RFP [**Proposals**] must not include documents or reference relating to any other proposal. Any additional conditions that the bidder wants to bring to the attention of Transnet must be embodied in an accompanying letter.

### 2 Formal Briefing

A non-compulsory pre-proposal RFP briefing will be conducted online via Microsoft Teams on **Tuesday, 24 March 2026, at 11:00 AM for a period of ± 2 hours**. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.

Despite the briefing session being non-compulsory, Transnet nevertheless encourages all Respondents to attend. Transnet will not be held responsible if any Respondent who did not attend the **non-compulsory** session subsequently feels disadvantaged as a result thereof.

Respondents are encouraged to bring a copy of the RFP to the RFP briefing.

Bidders are required to confirm their attendance and to send their contact details including the number of representatives (where applicable) to the following address: [Mvelo.Bekwa@Transnet.net](mailto:Mvelo.Bekwa@Transnet.net). This is to ensure that Transnet may make the necessary arrangements for the briefing session.

### Communication (Clarifications and Complaints)

2.1 Specific queries relating to this RFP before the closing date of the RFP should be submitted to **Mvelo Bekwa** before **04:00 PM on Thursday, 26 March 2026**. In the interest of fairness and transparency Transnet's response to such a query will then be made available to other bidders.

2.2 Specific complaints relating to this RFP before or after the closing date should be formally submitted by emailing to [groupscmcomplaints@transnet.net](mailto:groupscmcomplaints@transnet.net). Once the complaint has been submitted, the Transnet SCM Complaints office will acknowledge your complaint and send you a complaint form for completion.

2.3 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.

2.4 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.

2.5 The outcome of the process will be communicated, via email, to all bidders as soon as the process is concluded. Should a bidder not receive any communication from Transnet 30 days after the expiry of the validity period of this bid, the bidder can consider its bid not being successful.

All unsuccessful bidders have a right to request Transnet to furnish reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form

### Legal Compliance

The successful Respondent shall be in full and complete compliance with any and all applicable national and local laws and regulations.

### Employment Equity Act

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

## Changes to Proposals

Changes by the Respondent to its submission will not be considered after the closing date and time.

## Binding Offer

Any Proposal furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

## Disclaimers

Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of a Proposal in response to it. Please note that Transnet reserves the right to:

- modify the RFP's goods / service(s);
- award only a portion of the proposed goods / services which are reflected in the scope of this RFP;
- split the award of the order/s between more than one Supplier/Service Provider as may be explicitly articulated in the conditions or objective criteria to this RFP
- cancel the RFP process;
- validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- request audited financial statements or other documentation for the purposes of a due diligence exercise;
- not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it;
- to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were notified of their bid being unsuccessful. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price.
- Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process.

## Specification/Scope of Work

Please refer to **Annexure A** for a detailed Scope of Work.

## 3 Legal review

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

#### 4 Security clearance

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

WHEN MAKING BID SUBMISSIONS

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

**TIP-OFFS ANONYMOUS:**



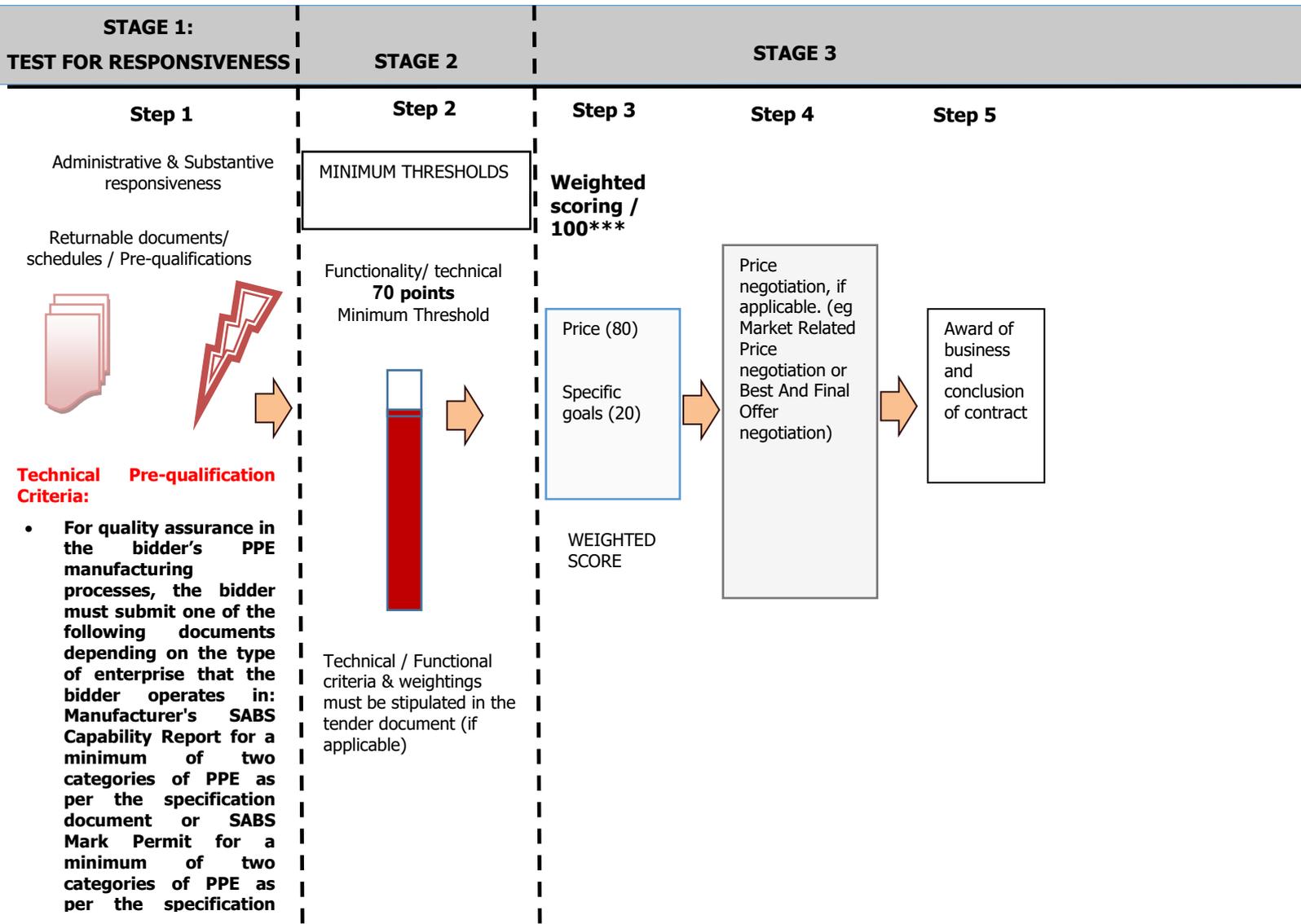
**You can choose to be Anonymous or Non-Anonymous on ANY of the platforms**  
**PLEASE RETAIN YOUR REFERENCE NUMBER**

				
	<p><b>AI Voice Bot "Jack"</b> Speak to our AI Voice Chat Bot "JACK", you converse with him like chatting to a human, with the option to record a message and speak to an agent at anytime.</p>	<p><b>What's App</b> Speak to an Agent via What's App.</p>	<p><b>Speak to an Agent</b> Speak to an Agent via the platform with no call or data charge</p>	<p><b>Telegram</b> Speak to an Agent via Telegram</p>
 <b>0800 003 056</b>	 <b>086 551 4153</b>	 <b>reportit@ethicshelpdesk.com</b>	 <b>*120*0785980808#</b>	

**SECTION 3**  
**EVALUATION METHODOLOGY, CRITERIA AND RETURNABLE DOCUMENTS**

**1 Evaluation Criteria**

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



**1.1 STEP ONE: Test for Administrative and Substantive Responsiveness**

The test for administrative and substantive responsiveness will include the following:

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

<ul style="list-style-type: none"> <li>Whether any general and legislation qualification criteria set by Transnet, have been met</li> </ul>	<i>All sections</i>
<ul style="list-style-type: none"> <li>Whether the Bid contains a priced offer</li> </ul>	<i>Annexure F - Section 4: Pricing Schedule</i>
<ul style="list-style-type: none"> <li>Whether the Bid materially complies with the scope and/or specification given</li> </ul>	<i>All Sections</i>
<ul style="list-style-type: none"> <li>Whether any Technical Pre-qualification Criteria requirements have been met as follows: <ul style="list-style-type: none"> <li>For quality assurance in the bidder's PPE manufacturing processes, the bidder must submit one of the following documents depending on the type of enterprise that the bidder operates in: Manufacturer's SABS Capability Report for a minimum of two categories of PPE as per the specification document or SABS Mark Permit for a minimum of two categories of PPE as per the specification document.</li> </ul> </li> </ul>	<i>Annexure G – APPENDIX I: Pre-qualification Criteria</i>

***The test for administrative & Substantive responsiveness [Step One] must be passed for a Respondent's Proposal to progress to Step Two for Technical Evaluation***

## 1.2 STEP TWO: Minimum Threshold of 70 points for Technical Criteria

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

TECHNICAL SCORING			
No	Evaluation Criteria	Scoring	Weighting
1	<p><b>Previous Work experience</b></p> <p>Bidders must submit reference letters on official client letterhead confirming three (3) years' experience, which may have been accumulated from multiple contracts. These letters will verify the bidder's experience and contract value, requiring a minimum of three (3) cumulative years of experience with a total contract value of R2 million, specifically in the provision of PPE within the past five (5) years. This approach aims to balance ensuring sufficient experience with flexibility in the evaluation process:</p> <p><b>Content of the reference letter:</b></p> <ol style="list-style-type: none"> <li>Name of the Client</li> <li>Description of the Services / Project undertaken</li> <li>Duration of Services/Project (Start date - End date)</li> <li>Contact Details of the Client</li> <li>Each reference letter must be dated and signed</li> </ol>	<p><b>40 points</b> = Reference letters submitted from bidders' clients indicating more than three (3) years' cumulative experience with a total contract value of R2 million in the provision of PPE in the last five (5) years.</p> <p><b>30 points</b> = Reference letters submitted from bidders' clients indicating three (3) years' cumulative experience with a total contract value of R2 million in the provision of PPE in the last five (5) years.</p> <p><b>0 points</b> = Reference letters submitted from bidders' clients indicating less than three (3) years' cumulative experience with a total contract value of R2 million in the provision of PPE in the last five (5) years / No reference letters submitted or contract values less than R2 million</p>	40

<b>TECHNICAL SCORING</b>			
<b>No</b>	<b>Evaluation Criteria</b>	<b>Scoring</b>	<b>Weighting</b>
	<p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>Reference letters with experience OLDER than past five years from the date of closing of the bid and which does not have ALL the above-mentioned details shall be deemed invalid and will not be considered for scoring.</li> <li>The documents/reference letters will be verified during the evaluations and the letter be found to be fraudulent during the evaluation or after the award and during the contract period the bidder will be held liable for misrepresentation and the matter will be addressed in line with TPT policies and National Treasury guidelines.</li> </ol>		
2	<p><b>Return/Exchange Policy</b></p> <p>Bidders shall exchange defective PPE within seven (7) days upon receipt of a notification. Bidders must submit their Return/Exchange Policy.</p>	<p><b>30 points</b> = Return/Exchange policy submitted indicating less than seven (7) days to replace defective PPE.</p> <p><b>15 points</b> = Return/Exchange policy submitted indicating seven (7) days to replace defective PPE.</p> <p><b>0 points</b> = Return/Exchange policy submitted indicating more than seven (7) days to replace defective PPE/No Return or Exchange policy submitted.</p>	30
3	<p><b>Warranty</b></p> <p>Bidder must have a minimum warranty of twelve (12) months on the PPE. The bidder must submit warranty for the PPE.</p>	<p><b>30 points</b> = Warranty of more than twelve (12) months submitted for the PPE.</p> <p><b>15 points</b> = Warranty of twelve (12) months submitted for the PPE.</p> <p><b>0 points</b> = Warranty of less than twelve (12) months submitted for the PPE/No warranty submitted.</p>	30
<b>TOTAL WEIGHTING</b>			<b>100</b>
<b>MINIMUM QUALIFYING SCORE REQUIRED</b>			<b>70</b>

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

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

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

**1.3 STEP THREE: Evaluation and Final Weighted Scoring** [An electronic pricing Schedule must also be completed on the eSupplier system]a) **Price and Specific Goals** [Weighted score 80/20 points]:

Evaluation Criteria	RFP Reference
<ul style="list-style-type: none"> <li>Commercial offer</li> </ul>	<i>Section 4 – Annexure B</i>
<ul style="list-style-type: none"> <li>Commercial discounts<sup>1</sup></li> <li>Price adjustment conditions / factors</li> <li>Exchange rate exposure</li> <li>Disbursements</li> </ul>	<i>Section 4</i>

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

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

Where:

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

b) **Specific Goals** [Weighted score 20 point]

- Specific goals preference points claim form
- Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in Section 4.1 of the specific goals Claim Form.

**1.4 STEP FOUR: Price Negotiations (if applicable)**

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

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

**1.5 STEP FIVE: Award of business and conclusion of contract**

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

**Validity Period**

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

Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.

**Disclosure of contract information****Prices Quoted**

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

**Johannesburg Stock Exchange Debt Listing Requirements**

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

**Domestic Prominent Influential Persons (DPIP) OR Foreign Prominent Public Officials (FPPO)**

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

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

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

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

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

**Returnable Documents**

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

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

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

**a) Mandatory Returnable Documents**

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

<b>Mandatory Returnable Documents</b>	<b>Submitted [Yes or No]</b>
Annexure F: Pricing Schedule and Electronic Pricing schedule be completed	
For quality assurance in the bidder's PPE manufacturing processes, the bidder must submit one of the following documents depending on the type of enterprise that the bidder operates in: Manufacturer's SABS Capability Report for a minimum of two categories of PPE as per the specification document or SABS Mark Permit for a minimum of two categories of PPE as per the specification document	

**b) Returnable Documents Used for Scoring**

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

<b>RETURNABLE DOCUMENTS USED FOR SCORING</b>	<b>SUBMITTED [Yes or No]</b>
Valid proof of Respondent's compliance to Specific Goal requirements stipulated in Section 6 of this RFP (Valid B-BBEE certificate or Sworn- Affidavit as per DTIC guidelines)	
Regional Procurement	
Local Content and Production (SDB 6.2 Annexure B, Annexure C, Annexure D & Annexure E)	
<p><b>Previous Work experience</b></p> <p>Bidders must submit reference letters on official client letterhead confirming three (3) years' experience, which may have been accumulated from multiple contracts. These letters will verify the bidder's experience and contract value, requiring a minimum of three (3) cumulative years of experience with a total contract value of R2 million, specifically in the provision of PPE within the past five (5) years. This approach aims to balance ensuring sufficient experience with flexibility in the evaluation process:</p> <p><b>Content of the reference letter:</b></p> <ol style="list-style-type: none"> <li>1. Name of the Client</li> <li>2. Description of the Services / Project undertaken</li> <li>3. Duration of Services/Project (Start date - End date)</li> <li>4. Contact Details of the Client</li> <li>5. Each reference letter must be dated and signed</li> </ol> <p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>1. Reference letters with experience OLDER than past five years from the date of</li> </ol>	

<b>RETURNABLE DOCUMENTS USED FOR SCORING</b>	<b>SUBMITTED [Yes or No]</b>
closing of the bid and which does not have ALL the above-mentioned details shall be deemed invalid and will not be considered for scoring.  2. The documents/reference letters will be verified during the evaluations and the letter be found to be fraudulent during the evaluation or after the award and during the contract period the bidder will be held liable for misrepresentation and the matter will be addressed in line with TPT policies and National Treasury guidelines.	
<b>Return/Exchange Policy</b> Bidder to exchange defective PPE within seven (7) days upon receipt of a notification. Bidders must submit their Return/Exchange Policy.	
<b>Warranty</b> Bidder must have a minimum warranty of twelve (12) months on the PPE. The bidder must submit warranty for the PPE.	

**c) Essential Returnable Documents:**

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

<b>ESSENTIAL RETURNABLE DOCUMENTS &amp; SCHEDULES</b>	<b>SUBMITTED [Yes or No]</b>
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
SECTION 1: SBD1 Form	
SECTION 5: RFP Declaration Certificate of Acquaintance and Breach of Law Form with RFP	
SECTION 6: Specific Goals Points Claim Form	
SECTION 8: Protection Of Personal Information	

**CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

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

**SECTION 4**  
**PRICING SCHEDULE FORM**

I/We \_\_\_\_\_

hereby offer to supply the goods/services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

I/We agree to be bound by those terms and conditions in:

- the Standard RFP Terms and Conditions for the Supply of Goods or Services to Transnet; and
- any other standard or special conditions embodied in this Request for Proposal.

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us. I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Proposals afresh and/or having to accept any less favourable offer.

**Price Schedule**

I/We Acknowledge that the **table in Annexure F** and **an electronic pricing schedule** for goods and/or services will be completed in the Transnet eSupplier portal in line with the scope of work requirements.

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

**Notes to Pricing:**

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

If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet must cancel the RFP.
- b) All Prices must be quoted in South African Rand, inclusive of VAT
- c) Any disbursement not specifically priced for will not be considered/accepted by Transnet.
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule will result in a bid being disqualified.
- e) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

**SECTION 5**  
**RFP DECLARATION CERTIFICATE OF ACQUAINTANCE & BREACH OF LAW FORM WITH RFP**

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

1. Transnet’s General Bid Conditions
2. Master Agreement
3. Transnet’s Supplier Integrity Pact
4. Non-disclosure Agreement

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

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

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

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

hereby certify that:

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

\_\_\_\_\_  
 Respondent’s Signature

\_\_\_\_\_  
 Date & Company Stamp

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

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

ADDRESS:

---



---

Indicate nature of relationship with Transnet:

---



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

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

**BIDDER’S DISCLOSURE (SBD4)**

**12 PURPOSE OF THE FORM**

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

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

**13 Bidder’s declaration**

13.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>2</sup> in the enterprise, employed by the state?

**YES/NO**

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

Full Name	Identity Number	Name of State institution

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

**YES/NO**

13.2.1. If so, furnish particulars:

.....  
 .....

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

**YES/NO**

13.3.1. If so, furnish particulars:

.....  
 .....

**14 DECLARATION**

\_\_\_\_\_

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

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

- 14.1 I have read and I understand the contents of this disclosure;
- 14.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 14.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 14.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 14.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 14.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 14.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

#### **15 BREACH OF LAW**

We further hereby certify that *I/we have/have not been* [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act,

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

89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

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

NATURE OF BREACH:

\_\_\_\_\_

DATE OF BREACH: \_\_\_\_\_

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

SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

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

**SECTION 6: SPECIFIC GOALS POINTS CLAIM FORM**

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

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

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 The 80/20 preference point system will be applicable to this tender.
- 1.4 Preference points for this bid shall be awarded for:
- (a) Price;
  - (b) B-BBEE Status Level of Contribution.
  - (c) Any other specific goal determined in Transnet preferential procurement policy.
- 1.5 The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL 1 OR 2</b>	5
<b>REGIONAL PROCUREMENT</b>	10
<b>LOCAL CONTENT AND PRODUCTION</b>	5
<b>TOTAL POINTS FOR PRICE AND SPECIFIC GOALS MUST NOT EXCEED</b>	100

- 1.6 Failure on the part of a bidder to submit proof of specific goals together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic

Empowerment Act;

- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents;
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"** means:
- 1) B-BBEE status level certificate issued by an unauthorised body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise in terms of a Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80**

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

Where

- $P_s$  = Points scored for comparative price of bid under consideration  
 $P_t$  = Comparative price of bid under consideration  
 $P_{\min}$  = Comparative price of lowest acceptable bid

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

Selected Specific Goal	Number of points allocated (20)
B-BBEE Level of contributor (1 or 2)	5

Regional Procurement	10
Local Content and Production	5
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

#### 4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
The promotion of enterprises located in a specific regional area for work to be done or services to be rendered in that regional area	CIPC certificate which shows the proof registered address of the entity
Local Content and Local Production	Returnable Local Content and production Annexures

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
<b>Large</b>	Certificate issued by SANAS accredited verification agency
<b>QSE</b>	Certificate issued by SANAS accredited verification agency Sworn-Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn- affidavits must substantially comply with the format that can be obtained on the DTI's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]
<b>EME<sup>4</sup></b>	Sworn-Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

#### 5. BID DECLARATION

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

#### 6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED

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

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

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

7.1.1 If yes, indicate:

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

*(Tick applicable box)*

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

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

<b>s: An EME or QSE which is at least 51% owned by:</b>	<b>EME √</b>	<b>QSE √</b>
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
 .....

**8.6 COMPANY CLASSIFICATION**

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

[ TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraphs 4.1 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 4.1 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have-
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
  - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (f) forward the matter for criminal prosecution.

<p><b>WITNESSES</b></p> <p>1. ....</p> <p>2. ....</p>
---

<p>.....</p> <p><b>SIGNATURE(S) OF BIDDERS(S)</b></p> <p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p>
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**SECTION 8**

**CERTIFICATE OF ATTENDANCE OF NON-COMPULSORY RFP BRIEFING**

It is hereby certified that –

1. \_\_\_\_\_

2. \_\_\_\_\_

Representative(s) of \_\_\_\_\_ *[name of entity]*  
attended the RFP briefing in respect of the proposed Goods/Services to be rendered in terms of this RFP on  
\_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
TRANSNET'S REPRESENTATIVE

\_\_\_\_\_  
RESPONDENT'S REPRESENTATIVE

DATE \_\_\_\_\_

DATE \_\_\_\_\_

**NOTE:**

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

**SECTION 9****PROTECTION OF PERSONAL INFORMATION**

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

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.

2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.

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

9. Transnet shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.
10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this RFP, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFP and further confirming that they are aware of their rights in terms of Section 5 of POPIA

**Respondents are required to provide consent below:**

<b>YES</b>		<b>NO</b>	
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12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this RFP is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: \_\_\_\_\_

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

Provision of Personal Protective Equipment (PPE) for Transnet SOC Ltd (Reg. No 1990/000900/30) Operating as Transnet Port Terminals (hereinafter referred to as "TPT") at Saldanha Terminals for a period of thirty-six (36) months on an as and when required basis



## **SCOPE OF WORK**

**PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE) FOR TRANSNET SOC LTD. (REG 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT SALDANHA TERMINALS FOR A PERIOD OF THIRTY-SIX (36) MONTHS ON AN AS AND WHEN REQUIRED BASIS.**

### **Works Information**

**Site:**

**Saldanha Terminals**

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## 1. BACKGROUND

This scope of work details the plan for acquiring Personal Protective Equipment (PPE) for employees working at Transnet Port Terminals (Saldanha Terminals). The Occupational Health and Safety Act, specifically Section 8, emphasizes the employer's responsibility to create a safe and healthy work environment. While the Act prioritizes engineering controls to eliminate hazards altogether, the use of PPE is permitted when these controls are insufficient and residual risk remains. This project aims to address those remaining risks through the procurement of appropriate PPE.

Transnet Port Terminals (TPT) is seeking qualified suppliers to submit quotations for supply and delivery of personal protective equipment (PPE) for period of thirty-six (36) months for our Saldanha Terminals.

- **Thirty-six (36) months contract:** To ensure a consistent supply of Personal Protective Equipment (PPE) for the Saldanha Terminals, we are seeking a long-term supply contract.
- **Specific requirements:** A detailed list of required PPE items is outlined in the Scope of Works (SOW) document.
- **Focus on efficiency:** Our top priority is ensuring all employees always have access to appropriate PPE, an efficient and seamless distribution process is crucial.
- We encourage interested suppliers to review the SOW document and submit their quotations.

## 2. SITE INFORMATION

- **Location:** All work will be conducted at IOT and MPT within the Port of Saldanha.
- **Security:** Suppliers accessing the Port of Saldanha are required to follow Transnet Port Terminals (TPT) security regulations. This may involve breathalyzer testing as stipulated by the Transnet Substance Abuse Policy.

## 3. LEGAL Reference

Duties	Reference
General Duties of Employers to their Employees	OHSA, Section 8
General duties of Employers to persons other than their Employees	OHSA, Section 9
The need to supply PPE and facilities (and the scope of this PPE and facilities) to Employees	OHSA, General Safety Regulations 2
PPE applicable in the use and storage of flammable liquids	OHSA, General Safety Regulations 4 OHSA, Construction Regulations 23
PPE applicable to working in confined spaces	OHSA, General Safety Regulations 5
PPE applicable when there is working in danger of engulfment	OHSA, General Safety Regulations 7
PPE applicable for welding, flame cutting, soldering and similar operations	OHSA, General Safety Regulations 9
PPE applicable to Fall Protection	OHSA, Construction Regulations 8
PPE applicable to suspended platforms	OHSA, Construction Regulations 15
PPE applicable to ventilation	OHSA, Environmental Regulations for Workplaces 5, Mineral Act Regulation 10.11.1

<b>Duties</b>	<b>Reference</b>
PPE applicable to working at low temperatures	OHSA, Environmental Regulations for Workplaces 2
PPE applicable when working with asbestos	OHSA, Asbestos Regulations 5
PPE applicable to Information and training with regards to PPE	Hazardous Chemical Substances Regulations 3
PPE applicable to respirator zones	Hazardous Chemical Substances Regulations 8 and Lead Regulations 9
PPE and facilities applicable in terms of Hazardous Chemical Substances	OHSA Hazardous Chemical Substances Regulations 11
PPE and Facilities in terms of exposure to lead	OHSA Lead Regulations 12
PPE applicable to exposure to noise	OHSA Noise-induced hearing Loss regulations 3, 5 and 12, Mineral Act Regulation 4.17.3
PPE applicable when working with Hazardous Biological Agents	OHSA Regulations for Hazardous Biological Agents 4
Issuing of PPE	Minerals Regulations 4.17.3 and 4.17.4
Disposal of PPE	National Environmental Management: Waste Act, No. (Act 59 of 2008). Section 16

#### 4. DEFINITIONS AND ABBREVIATIONS

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

<b>Definition</b>	<b>Meaning</b>
<b>TPT</b>	Transnet Port Terminals (TPT) is a division of Transnet SOC Limited, a state-owned freight transport company in South Africa.
<b>PPE</b>	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. As further defined in the General Safety Regulations Section 2 (3) (a) to (e).
<b>RFP</b>	Request for Proposal - (RFP) is a formal document used to solicit bids from potential suppliers for a specific need. It acts as a roadmap for service providers to understand our requirements and submit competitive proposals.
<b>Foot Protection</b>	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.
<b>Eye/Face Protection</b>	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.) including the transference of droplets due to close human to human contact.

<b>Definition</b>	<b>Meaning</b>
<b>TPT</b>	Transnet Port Terminals (TPT) is a division of Transnet SOC Limited, a state-owned freight transport company in South Africa.
<b>Hand Protection</b>	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.
<b>Hazard/Risk Assessment</b>	The process utilized to identify hazards in the workplace and to select the appropriate Personal Protective Equipment to guard people against potential hazards.
<b>Head Protection</b>	Equipment designed to provide protection to the head during exposure to potential hazards such as falling objects, striking against low hanging objects, or electrical hazards.
<b>Hearing Protection</b>	Equipment designed to provide protection to an individual's hearing during exposure to high noise levels which are equal to or exceeds 85dB (A).
<b>Respiratory Protection</b>	Equipment designed to provide protection to the wearer from potential inhalation hazards such as vapours, mists, particulates, and gases.
<b>Chemical Protection</b>	Chemical protection refers to the strategies, equipment, and practices employed to safeguard people and the environment from the harmful effects of chemicals.
<b>Heat and Flame Protection</b>	This is PPE designed to provide protection against radiant heat, flames, molten metal etc.
<b>Flame resistant clothing</b>	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.
<b>Fall Arrest Equipment</b>	Equipment used to arrest the person in a fall from an elevated position, including personal equipment, body harness, lanyards, deceleration devices, lifelines or similar equipment, but excludes body belts.
<b>Noise-rating Limit</b>	Means the value of the 8-hour rating level, 75 dB (A) at and above which hearing impairment is likely to result.
<b>Respirator zone</b>	Means an area where the concentration of an airborne hazardous chemical substance exceeds the recommended limit for that substance;
<b>Attenuation</b>	Means the proven capability of hearing protectors to reduce the equivalent noise level to which the wearer thereof is exposed.
<b>dB (A)</b>	A unit of measurement of sound pressure level.
<b>Noise zone</b>	Means an area where the equivalent noise level is equal to or exceeds 75 dB (A).
<b>Suspended platform</b>	Means a working platform suspended from supports by means of one or more separate ropes from each support.

## **ABBREVIATIONS**

- PPE – Personal Protective Equipment
- SOP- Standard Operating Procedures
- OHSA – Occupational Health & Safety Act
- DB – Decibel
- EEC - European Economic Community

- EN – European Standards
- EC – European Commission
- EU – European Union
- SABS – South African Bureau of Standards
- CE – European Conformity Mark
- SANS – South African National Standards
- ISO – International Organization for Standardization

## 5. STANDARDS APPLICABLE TO PPE

To ensure the highest quality of Personal Protective Equipment (PPE) is provided, all products must adhere to the most recent applicable standards. These standards encompass International Organization for Standardization (ISO) standards, European Union (EN) standards, and, where relevant, equivalent South African National Standards (SANS) and South African Bureau of Standards (SABS). This approach guarantees the quality and compliance of supplied PPE. A list of applicable standards for each item is provided below, referencing either the listed version or the latest approved revision.

Category of Protection	EN Standard No.	Description	Other Standards
Head Protection	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 1078	Specification for cyclists helmets	
	N/A	Specification for motorcycle helmets	SANS VC8016:1984
	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	
	EN 14605	Specification for chemical head protection with permeation resistance	
	Eye Protection	EN 166	Specification for personal eye protection

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	EN 169	Specification for filters used in eye protection for welding & related techniques	SANS 50169
<b>Category of Protection</b>	<b>EN Standard No.</b>	<b>Description</b>	<b>Other Standards</b>
	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>Ear/Hearin Protection</b>	EN352-1	Specification for earmuffs	
	EN352-2	Specification for ear plugs	
	EN352-3	Specification for earmuffs attached to safety helmets	
	EN352-4	Specification for level-dependent earmuffs	
	EN352-5	Specification for active noise reduction earmuffs	
	EN352-7	Specification for level dependent ear plugs	
	EN458	Recommendations on the selection, use, care & maintenance of hearing protectors	
<b>Respiratory Protection</b>	EN136	Specifications for full face masks	SANS 50136
	EN137	Specifications for self-contained open circuit compressed air breathing apparatus with full face mask	SANS 50137
	EN138	Specifications for fresh air hose & mask/mouthpiece	SANS 50138
	EN139	Specifications for Compressed air line & mask/mouthpiece	SANS 50139
	EN140	Specifications for half masks & quarter masks	SANS 50140
	EN143	Specifications for particle filters	SANS 50143
	EN145	Specifications for self-contained closed-circuit breathing apparatus (compressed oxygen or oxygen-nitrogen)	SANS 50145
	EN149	Specifications for filtering half-masks against particles	SANS 50149

<b>Category of Protection</b>	<b>EN Standard No.</b>	<b>Description</b>	<b>Other Standards</b>
	EN269	Specification for powered fresh air hose with hood	
	EN405	Specifications for valve filtering half masks against gas or particles	SANS 50405
	EN1827	Specifications for filtering half mask without inhalation valves (with separable filters against gas or particles)	
	EN12083	Specification for filters with breathing hoses (non-mask mounted filters)	
	EN12941	Specifications for powered filtering devices with helmet/hood	
	EN12942	Specification for powered filtering device with full, half or quarter mask	
	EN14387	Specification for filters - gas and combined	
	EN14435	Specifications for self-contained open circuit compressed air breathing apparatus with half-mask designed to be used with positive pressure only	
	EN14593-2	Specification for compressed air line BA with demand valve - half mask	
	EN14593-1	Specifications for compressed air line BA with demand valve - full mask	
	EN14594	Specification for continuous flow compressed air line BA	
	EN402	Lung governed demand self-contained open-circuit compressed air BA with full face mask or mouthpiece (for escape)	
	EN13794	Specification for self-contained closed-circuit breathing apparatus for escape	DIN 58647-7
	N/A	Specification for respiratory protective devices for use against chemical, biological, radiological and nuclear (CBRN) agents; negative pressure air purifying devices with a full-face mask	BS 8468-2
<b>Hand Protection</b>	EN420	General requirements for gloves	
	EN381-7	Specifications for protective gloves for chainsaws	
	EN388	Specifications for protective gloves against mechanical risks (abrasion, cutting, etc.)	
	EN407	Specifications for protective gloves against thermal risk (heat and/or fire)	
	EN421	Specifications for protective gloves against ionizing radiation/radioactive contamination	
	EN511	Specifications for protective gloves against cold	
	EN659	Specifications for protective gloves for fire fighters	

Provision of Personal Protective Equipment (PPE) for Transnet SOC Ltd (Reg. No 1990/000900/30) Operating as Transnet Port Terminals (hereinafter referred to as "TPT") at Saldanha Terminals for a period of thirty-six (36) months on an as and when required basis

<b>Category of Protection</b>	<b>EN Standard No.</b>	<b>Description</b>	<b>Other Standards</b>
	EN374-1	Specifications for protective gloves against chemicals and micro-organisms	SANS 416
	EN12477	Protective gloves for welders	
	EN10819	Gloves for vibration & impact of mechanical origins	
	EN60903	Specifications for gloves of insulating material for live working	
	EN60984	Specification for sleeves of insulating material for live working	
	EN1082-1	Specification for gloves and arm guards protecting against cuts and stabs by hand knives, chain mail gloves and arm guards	
	EN1082-2	Specification for gloves and arm guards made of material other than chain mail	
	EN14328	Specification for gloves and armguards protecting against cuts by powered knives	
	EN1149	Specification for gloves with anti-static properties	
<b>General Protection</b>	EN342	Protection against cold (more than -5°C).	
	SANS 434: 2023	General protective clothing	
	EN343	Protection against foul weather	
	EN381-11	Specifies the requirements for upper body protectors	
	EN381-9	Specifies the requirements for protective gaiters	
	EN381-7	Specifies the requirements for protective gloves	
	EN381-5	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>Category of Protection</b>	<b>EN Standard No.</b>	<b>Description</b>	<b>Other Standards</b>

Provision of Personal Protective Equipment (PPE) for Transnet SOC Ltd (Reg. No 1990/000900/30) Operating as Transnet Port Terminals (hereinafter referred to as "TPT") at Saldanha Terminals for a period of thirty-six (36) months on an as and when required basis

<b>Heat and Flame Protection</b>	EN 469	Protection for fire fighters		
	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		
<b>Chemical Protection</b>	EN 1486	Fire-fighting specialized clothing		
	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)		
	EN 943-1	Liquid and gaseous chemicals Type 1 (gas-tight) + Type 2 (non-gas-tight)		
	EN 1511	Liquid chemicals for limited life/use (liquid-tight) Type 3 equipment		
	EN 1512	Liquid chemicals for limited life/use (spray-tight) Type 4 equipment		
	EN 1513	Liquid chemicals for limited life/use (partial body)		
	EN 13034	Liquid chemicals for limited performance/re-usable Type 6		
	EN 13982-2	Partial-tight limited life/re-usable Type 5 against solid particles		
	EN 14126	Protective Clothing against infective agents		
<b>Foot Protection</b>	EN 14605	Protective clothing against liquid chemicals		
	ISO 13982-1:2004	This standard applies specifically to full-body protective clothing, such as one-piece coveralls or two-piece suits, that safeguard against airborne solid particulates (like dust).		
	EN 344-2	Additional requirements for protection against water, cut resistance & metatarsal protection		
	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	
	<b>Category of Protection</b>	<b>EN Standard No.</b>	<b>Description</b>	<b>Other Standards</b>

	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 fire fighters	
	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
	EN 353-2	Specifications for guided type fall arrestors on a flexible anchorage line	SANS 50353-2
<b>Fall Arrest Protection</b>	EN 353-1	Specifications for guided type fall arrestors on a rigid anchorage line	SANS 50353-1
	EN 354	Specifications for lanyards	SANS 50354
	EN 355	Specifications for Energy absorbers	SANS 50355
	EN 358	Specifications for Work positioning systems-belts and lanyards	SANS 50358
	EN 360	Specifications for retractable type fall arrestors	SANS 50360
	EN 361	Full body harness	SANS 50361
	EN 362	Specifications for Connector	SANS 50362
	EN 363	Personal Fall protection systems	
	EN 364	Test method for fall arrest equipment	
	EN 365	General requirements for the instructions for use and the marking	
	EN 795	Anchorage devices	
	EN 813	Specifications for sit harness	
	EN 1891	Specifications for low stretch kernmantle ropes	

## 6. PERSONAL PROTECTIVE EQUIPMENT NEEDS

In accordance with the TPT-IMS-COR-SOP-009.009 PERSONAL PROTECTIVE EQUIPMENT PROCEDURE, a comprehensive hazard identification and personal protective equipment selection process was

undertaken by the designated departments. This process aimed to identify suitable PPE to effectively mitigate the potential risks associated with various job functions within the container terminal.

## **7. TECHNICAL SPECIFICATION (PPE and Safety Wear to be supplied)**

Transnet Port Terminals (TPT) is looking for a supplier to supply Personal Protective Equipment (PPE). Details on the exact types and quantities of PPE needed are listed in **Annexure A** of the Specification Document (inclusive in this scope of works). Essentially, TPT wants high-quality PPE delivered quickly and efficiently.

- **Local is preferred:** TPT strongly encourages suppliers who can provide PPE made in South Africa. Ideally, we want 100% of the materials and manufacturing to be local. This aligns with national guidelines that promote domestic production, particularly in textiles, clothing, leather, and footwear.
- TPT would like to ensure that quality goods are supplied and meet the local content requirements. To ensure this objective TPT requires that if a bidder is not the manufacturer, and he/she will be obtaining goods from the manufacturer then the bidder must ensure that there is an agreement in place.
- TPT or its representatives shall have the right to inspect the equipment to confirm their conformity to the Specification Document. TPT shall notify the Supplier in writing in a timely manner, the inspections may be conducted on the premises of the Supplier or at TPT premises.
- Should any inspected equipment fail to conform to the specifications, TPT may reject the equipment, and the Supplier shall either replace the rejected equipment or make alterations necessary to make specification requirements free of cost to TPT. The rejection may happen any time before expiry of the warranty offered by the Supplier of the goods.
- TPT reserves the right to fully examine any equipment, even after it's been delivered and used. This inspection can lead to rejection, regardless of whether TPT or its representatives previously approved the equipment before or after delivery.
- In conjunction with this bid, suppliers are kindly requested to submit comprehensive product specifications, including detailed drawings (where applicable), catalogues, or other relevant technical documentation.
- Suppliers must indicate on the specification document (**Annexure A**) whether the PPE offered complies with each specific requirement or not.
- Supplier is required to submit a clause-by-clause analysis of the specification document, (**Refer to Annexure A**). This analysis should demonstrate how the offered goods and services substantially meet each specification. Alternatively, suppliers may identify any deviations or exceptions they propose from the specifications. In such cases, a clear explanation is required detailing how these deviations will still fulfil the essential requirements as set forth in the document.
- All the dimensions and capacities of the equipment to be supplied shall not be less than those required in the Specification Document. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc.

An explanation whether the equipment can meet stated requirements even with such deviations. TPT reserves the right to reject the equipment, if such deviations are critical to the use and operation of the equipment and do not meet requirements.

- Compliance with Transnet Port Terminals' (TPT) Corporate Branding Guidelines is mandatory for all finished garments. These guidelines are detailed in **(Annexure B)**. TPT Corporate Affairs reserves the final approval authority for all branding elements on the garments.

## **8. BIDDER'S RETURN POLICY**

Transnet Port Terminals (TPT) is committed to supplying its employees with Personal Protective Equipment (PPE) that meets the highest quality standards. Bidders are expected to demonstrate a shared commitment to this objective. In instances where supplied goods are found to be defective, malfunctioning, rejected, or returned by TPT, the suppliers will be responsible for collecting the non-compliant goods. Additionally, suppliers must either replace the defective goods or make the necessary alterations to ensure they comply with the specification requirements, at no cost to TPT.

Bidders must submit their company "Return Policy" for all PPE to be supplied including the period within which the goods must be returned, number of days it will take to return the goods, process in place to expedite the return of goods to TPT.

## **9. RETURNABLE PACK**

Please note that if a bidder does not meet the minimum eligibility criteria, the bid will be disqualified. Please submit below documents/information as part of the returnable pack.

## **10. EVALUATION CRITERIA**

Responses will be evaluated using a predetermined set of evaluation criteria. The evaluation criteria is designed to reflect the TPT requirements in terms of identifying a suitable supplier and ensure the selection process is transparent and afford all the bidders a fair opportunity for evaluation and selection.

- **Technical Evaluation Criteria**
  - The tender submission will be technically evaluated out of a maximum of 100.
  - The threshold of **70 points** out of the **100** has been set.
  - Refer to Annexure C.

## **11. QUALITY SAMPLE**

The supplier will be required to submit a sample on the PPE items for quality check purposes. Sample items are as follows:

- Overall (Jacket and pants)
- Freezer jacket
- Rain suite (Jacket and pants)
- Reflector vest
- T-shirt

- Safety boots (each)
- Disposable coverall
- Welding Apron

## **12. ABILITY TO SUPPLY QUALITY PRODUCTS**

Suppliers must have quality management processes and system to provide PPE of the quality standard that complies with all the applicable quality standards and all sizes must be of the same quality. The suppliers are required as part of this RFP to submit either one of the following documents provide assurance to TPT:

- SABS Mark Permit for all the PPE products in the Specification Document, or
- SABS Capability Report for all the PPE products in the Specification Document.

## **13. CAPABILITY TO MANUFACTURE PPE**

The supplier who is not an original equipment manufacturer is required to submit proof of appointment as an agent of the original equipment manufacturer, and this must be requested from a manufacturer. A supplier who acts as agent must obtain this manufacturer's authorisation form/letter duly signed by the manufacturer on the manufacturer's letterhead as part of the RFP.

## **14. MEETING THE SPECIFICATION DOCUMENT REQUIREMENTS**

In conjunction with the bids, suppliers are kindly requested to submit comprehensive product specifications, including detailed drawings (where applicable), catalogues, or other relevant technical documentation for the offered PPE.

Furthermore, suppliers must complete a clause-by-clause analysis of the specification document. This analysis should demonstrate how the offered PPE substantially meets each specified requirement. Alternatively, suppliers may identify any deviations or exceptions they propose from the specifications. In such cases, a clear and detailed explanation is required detailing how these deviations will still fulfil the essential requirements as set forth in the document and meet the relevant SANS/SABS/EN standards. All dimensions and capacities of the equipment should not be less than those stipulated in these standards.

Any deviations from the basic requirements must be explained in writing with supporting data such as calculation sheets. This explanation should address whether the equipment can still meet the stated requirements despite the deviations. Transnet Port Terminals (TPT) reserves the right to reject equipment if such deviations are deemed critical to the safe and effective use of the equipment and compromise its ability to meet essential requirements.

## **15. LEAD TIMES**

- The recommended bidder must ensure the shortest possible distribution period. Distribution period will be an important evaluation criterion and the responsive company offering shortest period will gain an advantage.

- The recommended bidder needs to demonstrate the timelines for delivery of samples to the store upon receiving the Purchase Order within three (3) days
- Delivery of PPE should be within 30/60 days after the samples have been approved, and the recommended bidder must demonstrate their capabilities to deliver within the timeframes stipulated
- TPT branding lead time must be integrated into total PPE delivery timeline. Deliver all PPE as per the Purchase Order (PO) issued in a single shipment, avoiding partial deliveries or staggered deliveries.)
- A warranty declaration of at least twelve (12) months from the date of supply of the PPE must be included when submitting the proposal.

#### **16. PROVEN TRACK RECORD AS A SUPPLIER**

Suppliers must have the ability to supply goods and services on time and in full and should have appropriate experience in the supply of the similar service. Reference letters from previous customers and/or end users must be obtained to prove track record of the supplier in the supply and issue of PPE and will have to be submitted as part of this RFP. The bidder is required to submit letters of reference from companies to whom they have provided similar services not older than five (5) years. These references should be traceable and include specific values.

#### **17. GENERAL SAFETY AND COMPLAINE SPECIFICATIONS**

- 17.1. The Contractor must submit a detailed Contractor Execution Plan (CEP) to the Contractor Manager for approval as per **TRN-IMS-GRP-GDL 014.5 Contractor Execution Plan minimum requirements.**
- 17.2. Contractor must submit **TRN-IMS-GRP-TMP 014.3 Employee Personal Profile Dossier** to contractor Manager for approval before induction training confirmed. Approved Employee Profile Dossiers includes certified copies of medicals, identity documents, competencies etc. submitted via email correspondence.
- 17.3. Contractor Compliance SHE File within accordance with File Contractor Compliance File **Approval Checklist TRN-IMS-GRP-TMP-014.2** and in line with relevant applicable specifications as per respective **TRN-IMS-GRP-GDL 014.2 Contractor Specification Guidelines.**
- 17.4. Principle contractor approves **Mandatory Agreement** in terms of **section 37(2) TRN-IMS-GRP-TMP-014.1** of the Occupational Health and Safety Act (OHS Act) and submit to Contractor Manager to agree.
- 17.5. The Principal Contractor must **submit written request** to the Contractor Manager for permission for sub-contract to provide any work or services to TPT and ensure that all **Agreement between Principal contractor and Subcontractor** submitted to Contractor Manager.

- 17.6. Contractor must **submit** completed **SHE File Electronic** to Contractor Manager for approval.
- 17.7. Contractor undergoes induction training prior to handing over the site to the Contractor as **TRN-IMS-GRP-GDL 014.6 Contractor Induction Minimum Requirements**.
- 17.8. **Site Establishment**  
All relevant permits and authorisations is as per **TRN-IMS-GRP-TMP 014.7 List of Legal Permits and Authorisations** shared and completed prior to site access. **Contractor appointed** within accordance with **TRN-IMS-GRP-TMP-001.1** prior to site access by TPT.  
  
Contractor Manager will conduct **TRN-IMS GRP TMP 014.8 Pre-site handover inspection** prior to Site Access granted with Service Provider.  
  
**No work will commence without approved TRN-IMS-GRP-TMP-014.10 Operational Safe Work Permit** issued to the contractor by Manager.
- 17.9. **Close Out Phase**  
Contractor Manager and the Contractor must co-sign the **TRN-IMS-GRP-TMP-014.13 Final Handover and Closeout Inspection Checklist**.
- 17.10. **Testing And Commissioning**  
The Contractor Manager will **develop a test and commissioning plan of the project** and communicate it to the contractor.
- 17.11. The service provider will be responsible for obtaining Hot work permit from TNPA within conjunction with Fire Safety Management Manual GRM/SHEQ/MAN 001.
- 17.12. The service provider must have a Fire watch on duty during Hot Work and a Fire extinguisher as per required within Fire Safety Management Manual GRM/SHEQ/MAN 001.
- 17.13. Service provider will ensure compliance to **TPT SLDT SHEQ-RS PRO 021\_Lock Out Procedure** and lock out and isolation done by Trained and competent employees with conjunction with TPT competent.
- 17.14. Service provider shall implement and maintain applicable Health, Safety, Quality and Environmental regulations and other relevant standards and regulation, example: applicable SANS codes; OHS Act of 1993, other legislation, ISO 9001, ISO 14001 and ISO 45001, etc.
- 17.15. Service provider to ensure that all employees involved in activity is informed of the Hazards and risk they exposed to and all other relevant applicable Safety Work Procedures, Fall protections Plans, Environmental Plans, Emergency Plans and any other relevant procedures, etc. proof to be submitted as part of the SHE File.

- 17.16. Service Provider will ensure that On the Job HIRAS is completed prior to start of activity to ensure that any additional Risks been identified.
- 17.17. Service provider must ensure that when required to off-load or load any heavy equipment and machinery on the plant that they comply with that equipment or machinery will not be physically operated by an employee when required to off-loaded or load from any flatbed or low bed. Principle Contractor will be responsible to ensure that Subcontractor SHE File compiled within conjunction with TPT Requirements and Approved prior to sub mission to Contractor Manager.
- 17.18. Service Providers are liable to collect and remove all waste generated during the contract/project. Generated Waste will not be allowed to be disposed of within TPT waste skips. Removal of Hazardous waste will be contractor's responsibility and Disposal Certificate submitted to SHEQ after waste has been disposed safely.

Provision of Personal Protective Equipment (PPE) for Transnet SOC Ltd (Reg. No 1990/000900/30) Operating as Transnet Port Terminals (hereinafter referred to as "TPT") at Saldanha Terminals for a period of thirty-six (36) months on an as and when required basis.

**ANNEXURE A****18. PPE AND SAFETY WEAR SPECIFICATIONS****ANNEXURE A1 (Basket 1)**

Category	Uom	Description	Long Description	Image	Indicate by Yes or No & further provide a commentary on how the PPE to be supplied meet the specification
	Pr	Boots Knee; Gum Safety, (4), PVC	Boots, Knee, Type: Gum Safety Footwear, Material: Polyvinyl Chloride, Color: Black Features with Steel Toe Caps, Environmental Protection, Oil Protection, Calf Length. SANS 1320-1  <b>Store Stock PPE Item</b>		
	Pr	Boots knee; Gum Safety, (5), PVC			
	Pr	Boots Knee; Gum Safety, (6), PVC			
	Pr	Boots Knee; Gum Safety, (7), PVC			
	Pr	Boots Knee; Gum Safety, (8), PVC			
	Pr	Boots Knee; Gum Safety, (9), PVC			
	Pr	Boots Knee; Gum Safety, (10), PVC			
	Pr	Boots Knee; Gum Safety, (11), PVC			
	Pr	Boots Knee; Gum Safety, (12), PVC			

Category	Uom	Description	Long Description	Image	Indicate by Yes or No & further provide a commentary on how the PPE to be supplied meet the specification
<b>Safety Boots S2</b>	Pr	Boots Sfty;(4), Male	Boots, Safety Footwear, Gender: Male, Toe Type: Steel Cap, Material: Smooth Grain Leather, Color:		
	Pr	Boots Sfty; (5), Male			

Provision of Personal Protective Equipment (PPE) for Transnet SOC Ltd (Reg. No 1990/000900/30) Operating as Transnet Port Terminals (hereinafter referred to as "TPT") at Saldanha Terminals for a period of thirty-six (36) months on an as and when required basis.

	Pr	Boots Sfty; (6), Male	Black, Fastening Method: Shoelace, Sole Material: Dual Density, Special Features: Steel Midsole, Package Type: Box. SANS 20345  <b>Standard PPE Item</b>		
	Pr	Boots Sfty; (7), Male			
	Pr	Boots Sfty; (8), Male			
	Pr	Boots Sfty; (9), Male			
	Pr	Boots Sfty; (10), Male			
	Pr	Boots Sfty; (11), Male			
	Pr	Boots Sfty; (12), Male			
	Pr	Boots Sfty; (3), Female	Boots, Safety Footwear, Gender: Female, Toe Type: Steel Cap, Material: Smooth Grain Leather, Color: Black, Fastening Method: Shoelace, Sole Material: Dual Density, Special Features: Steel Midsole, Package Type: Box. SANS 20345  <b>Standard PPE Item</b>		
	Pr	Boots Sfty; (4), Female			
	Pr	Boots Sfty; (5), Female			
	Pr	Boots Sfty; (6), Female			
	Pr	Boots Sfty; (7), Female			
	Pr	Boots Sfty; (8), Female			
	Pr	Boots Sfty; (9), Female			
<b>Safety Boots S3</b>	Pr	Boots Sfty;(4), Male	Boots, Safety Footwear, Gender: Male, Toe Type: Steel Cap, Material: Smooth Grain Leather, Color: Black, Fastening Method: Shoelace, Sole Material: Dual Density, Special Features: Steel Midsole, Package Type: Box. SANS 20345  <b>Standard PPE Item</b>		
	Pr	Boots Sfty;(5), Male			
	Pr	Boots Sfty;(6), Male			
	Pr	Boots Sfty;(7), Male			
	Pr	Boots Sfty;(8), Male			
	Pr	Boots Sfty;(9), Male			
	Pr	Boots Sfty;(10), Male			
	Pr	Boots Sfty;(11), Male	Boots, Safety Footwear, Gender: Female, Toe Type: Steel Cap, Material: Smooth Grain Leather, Color: Black, Fastening Method: Shoelace, Sole Material: Dual Density, Special Features: Steel Midsole, Package Type: Box. SANS 20345  <b>Standard PPE Item</b>		
	Pr	Boots Sfty;(12), Male			
	Pr	Boots Sfty;(3), Female			
	Pr	Boots Sfty;(4), Female			
	Pr	Boots Sfty;(5), Female			
	Pr	Boots Sfty;(6), Female			
	Pr	Boots Sfty;(7), Female			
Pr	Boots Sfty;(8), Female				
Pr	Boots Sfty;(9), Female				
Pr	Boots Sfty;(10), Female				

Provision of Personal Protective Equipment (PPE) for Transnet SOC Ltd (Reg. No 1990/000900/30) Operating as Transnet Port Terminals (hereinafter referred to as "TPT") at Saldanha Terminals for a period of thirty-six (36) months on an as and when required basis.

Category	Uom	Description	Long Description	Image	Indicate by Yes or No & further provide a commentary on how the PPE to be supplied meet the specification
Safety Shoes	Pr	Shoes Sfty;(4), Male	Safety Footwear, Gender: Male, Toe Type: Steel Cap, Material: Nubuck Leather, Color: Black/Brown, Fastening Method: Lace Free, Sole Material: Dual Density, Special Features: Steel Midsole, Package Type: Box. SANS 20345  Standard PPE Item		
	Pr	Shoes Sfty;(5), Male			
	Pr	Shoes Sfty;(6), Male			
	Pr	Shoes Sfty;(7), Male			
	Pr	Shoes Sfty;(8), Male			
	Pr	Shoes Sfty;(9), Male			
	Pr	Shoes Sfty;(10), Male			
	Pr	Shoes Sfty;(11), Male			
	Pr	Shoes Sfty;(12), Male			
	Pr	Shoes Sfty;(3), Female	Safety Footwear, Gender: Female, Toe Type: Steel Cap, Material: Nubuck Leather, Color: Black/Brown, Fastening Method: Lace Free, Sole Material: Dual Density, Special Features: Steel Midsole, Package Type: Box. SANS 20345  Standard PPE Item		
	Pr	Shoes Sfty;(4), Female			
	Pr	Shoes Sfty;(5), Female			
	Pr	Shoes Sfty;(6), Female			
	Pr	Shoes Sfty;(7), Female			
Pr	Shoes Sfty;(8), Female				

Provision of Personal Protective Equipment (PPE) for Transnet SOC Ltd (Reg. No 1990/000900/30) Operating as Transnet Port Terminals (hereinafter referred to as "TPT") at Saldanha Terminals for a period of thirty-six (36) months on an as and when required basis.

	Pr	Shoes Sfty;(9), Female			
	Pr	Shoes Sfty;(10), Female			

Category	Uom	Description	Long Description	Image	Indicate by Yes or No & further provide a commentary on how the PPE to be supplied meet the specification
Socks	Pr	Socks	No Closure, Midweight Boot Protection and Support for all Season Wear, Non-Binding Top Prevents Restriction and Provides Ultimate Comfort; Smooth Toe Seam Reduces Irritation and Bulk for Sensitive Feet.		
	Pr	Small	Antistatic Antibacterial Socks Calf Length Grey  <b>Standard PPE Item</b>		
	Pr	Medium			
	Pr	Large			

**Annexure A2 (Basket 2)**

Category	Uom	Description	Long Description	Image	Indicate by Yes or No & further provide a commentary on how the PPE to be supplied meet the specification
<b>Thermal Jacket</b> <b>Unisex</b>	Ea	Jacket Utlty; Acid Resist, Unisex, 77cm	D59; 320 GSM, Jacket Utility Type: Acid Resistant, 100% Cotton, Gender: Unisex, Color: Blue, Jacket Material: Cotton Drill Features with Reflective Strips, Package Type: Plastic Bag, Transnet Port Terminal Logo on Front Pocket Embroidered in White. SANS 13974. Inner shall be lined and 100% cotton.  <b>Standard PPE Item</b>	<div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <p>FRONT – Overall Jacket</p>  <p>Armreflectors</p> <p>68mm</p> <p>Correct application. Colour background = white logo</p> </div> <div style="text-align: center;"> <p>BACK – Overall Jacket</p>  <p>TRANSNET</p> <p>port terminals</p> <p>Correct application. Colour background = white logo</p> </div> </div>	
	Ea	Jacket Utlty; Acid Resist, Unisex, 82cm			
	Ea	Jacket Utlty; Acid Resist, Unisex, 87cm			
	Ea	Jacket Utlty; Acid Resist, Unisex, 92cm			
	Ea	Jacket Utlty; Acid Resist, Unisex, 97cm			
	Ea	Jacket Utlty; Acid Resist, Unisex, 102cm			
	Ea	Jacket Utlty; Acid Resist, Unisex, 107cm			
	Ea	Jacket Utlty; Acid Resist, Unisex, 112cm			

	Ea	Jacket Utlty; Acid Resist, Unisex, 117cm			
	Ea	Jacket Utlty; Acid Resist, Unisex, 122cm			
	Ea	Jacket Utlty; Acid Resist, Unisex, 127cm			
	Ea	Jacket Utlty; Acid Resist, Unisex, 132cm			
	Ea	Jacket Utlty; Acid Resist, Unisex, 137cm			
	Ea	Jacket Utlty; Acid Resist, Unisex, 142cm			
	Ea	Jacket Utlty; Acid Resist, Unisex, 147cm			
	Ea	Jacket Utlty; Acid Resist, Unisex, 152cm			
<b>Thermal Pants Men's</b>	Ea	1 Piece Thermal Pants, Men's S	Thermal Pants "Inner shall be Lined and 100% Cotton". Overall, 2 Piece Overall - Pants (Conti Suits), Material Composition: 100% Cotton; Fabric: CJ54; Quality Standard: SABS (Fabric), Colour: Navy Blue, Branding: 50mm Reflective Strips Below Knees Both Legs, Mass: 220 – 240		
	Ea	1 Piece Thermal Pants, Men's M			
	Ea	1 Piece Thermal Pants, Men's L			

Category	Uom	Description	Long Description	Image	Indicate by Yes or No & further provide a commentary on how the PPE to be supplied meet the specification
	Ea	1 Piece Thermal Pants, Men's XL	GSM, 2 Hunters Pockets and a Single Hip Pocket. NB: Overall must be triple stitched and bar tacked at all stress points for strength. Price must include reflective. SANS 434  <b>Standard PPE Item</b>	 <p><b>Correct application.</b> Colour background = white logo</p>	
	Ea	1 Piece Thermal Pants, Men's 2XL			
	Ea	1 Piece Thermal Pants, Men's 3XL			
	Ea	1 Piece Thermal Pants, Men's 4XL			
	Ea	1 Piece Thermal Pants, Men's 5XL			
	Ea	1 Piece Thermal Pants, Men's 6XL			
	Ea	1 Piece Thermal Pants, Men's 7XL			
	Ea	1 Piece Thermal Pants, Men's 8XL			

<b>Therma Pants Ladies</b>	Ea	1 Piece Thermal Pants, Ladies S	<p>Thermal Pants "Inner shall be Lined and 100% Cotton". Overall, 2 Piece Overall - Pants (Conti Suits), Material Composition: 100% Cotton; Fabric: CJ54; Quality Standard: SABS (Fabric), Colour: Navy Blue, Branding: 50mm Reflective Strips Below Knees Both Legs, Mass: 220 – 240 GSM, 2 Hunters Pockets and a Single Hip Pocket. NB: Overall must be triple stitched and bar tacked at all stress points for strength. Price must include reflective. SANS 434</p> <p style="color: red;">Standard PPE Item</p>	<div style="border: 1px solid black; padding: 5px;"> <p style="text-align: center; margin: 0;"><b>PPE – Trousers</b></p>  <p style="margin: 5px 0;"><b>Correct application.</b></p> <p style="margin: 0;">Colour background = white logo</p> </div>
	Ea	1 Piece Thermal Pants, Ladies M		
	Ea	1 Piece Thermal Pants, Ladies L		
	Ea	1 Piece Thermal Pants, Ladies XL		
	Ea	1 Piece Thermal Pants, Ladies 2XL		
	Ea	1 Piece Thermal Pants, Ladies 3XL		
	Ea	1 Piece Thermal Pants, Ladies 4XL		
	Ea	1 Piece Thermal Pants, Ladies 5XL		
	Ea	1 Piece Thermal Pants, Ladies 6XL		
	Ea	1 Piece Thermal Pants, Ladies 7XL		

	Ea	1 Piece Thermal Pants, Ladies 8XL			
<b>Safety Wear Men's 2 Piece Overall</b>	Ea	1 Piece Overall, S	Overall, 2 Piece Overall - Pants (Conti Suits), Material Composition: 100% Cotton; Fabric: CJ54 Quality Standard: SABS (Fabric), Colour: Navy Blue, Branding: 50mm Reflective Strips below Knees Both Legs, Mass: 220 – 240 GSM, 2 Hunters Pockets and a Single Hip Pocket. NB: Overall must be triple stitched and bar tacked at all stress points for strength. Price must include reflective. SANS 434.  <b>Standard PPE Item</b>		
	Ea	1 Piece Overall, M			
	Ea	1 Piece Overall, L			
	Ea	1 Piece Overall, XL			
	Ea	1 Piece Overall, 2XL			
	Ea	1 Piece Overall, 3XL			
	Ea	1 Piece Overall, 4XL			
	Ea	1 Piece Overall, 5XL			
	Ea	1 Piece Overall, 6XL			
	Ea	1 Piece Overall, 7XL			
	Ea	1 Piece Overall, 8XL			

Category	Uom	Description	Long Description	Image	Indicate by Yes or No & further provide a commentary on how the PPE to be
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					supplied meet the specification
<b>Safety Wear Men's 2 Piece Overall</b>	Ea	1 Piece Overall, S	<p>Overall, 2 Piece Overall – Jacket (Conti Suits), Material Composition: 100% Cotton; Fabric: CJ54. Quality Standard: SABS (Fabric), Colour: Navy Blue, Branding: TPT Logo Embroidered in 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 Bicep and around the Waist below Chest Pocket, 2 Skirt Pockets, Mass: 220 - 240 GSM, Workwear Finish, Long Sleeve.</p> <p>NB: Overall must be triple stitched and bar tacked at all stress points for strength. Price must include branding and reflective. SANS 434.</p> <p><b>Standard PPE Item</b></p>	<div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <p>FRONT – Overall Jacket</p>  <p>Correct application. Colour background = white logo</p> </div> <div style="text-align: center;"> <p>BACK – Overall Jacket</p>  <p>Correct application. Colour background = white logo</p> </div> </div>	
	Ea	1 Piece Overall, M			
	Ea	1 Piece Overall, L			
	Ea	1 Piece Overall, XL			
	Ea	1 Piece Overall, 2XL			
	Ea	1 Piece Overall, 3XL			
	Ea	1 Piece Overall, 4XL			
	Ea	1 Piece Overall, 5XL			
	Ea	1 Piece Overall, 6XL			
	Ea	1 Piece Overall, 7XL			
Ea	1 Piece Overall, 8XL				
<b>Safety Wear Men's 2 Piece Overall</b>	Ea	1 Piece Overall, S	<p>Overall, 2 Piece Overall - Pants (Conti Suits), Material Composition: 100% Cotton; Fabric: D59, Acid and Fire Retardant; Quality Standard: SABS (Fabric), Colour: Navy Blue, Branding: 50mm Reflective Strips below Knees Both Legs, Mass: 300</p>		
	Ea	1 Piece Overall, M			
	Ea	1 Piece Overall, L			
	Ea	1 Piece Overall, XL			
	Ea	1 Piece Overall, 2XL			
	Ea	1 Piece Overall, 3XL			

	Ea	1 Piece Overall, 4XL	<p>GSM, 2 Hunters Pockets and a Single Hip Pocket.                  NB: Overall must be triple stitched and bar tacked at all stress points for strength. Price must include reflective. SANS 434.</p> <p>Standard PPE Item</p>	 <p>Correct application.                  Colour background = white logo</p>	
	Ea	1 Piece Overall, 5XL			
	Ea	1 Piece Overall, 6XL			
	Ea	1 Piece Overall, 7XL			
	Ea	1 Piece Overall, 8XL			

Category	Uom	Description	Long Description	Image	Indicate by Yes or No & further provide a commentary on how the PPE to be supplied meet the specification
<b>Safety Wear Men's 2 Piece Overall</b>	Ea	1 Piece Overall, S	Overall, 2 Piece Overall – Jacket (Conti Suits), Material Composition: 100% Cotton; Fabric: D59, Acid and Fire Retardant; Quality Standard: SABS (Fabric), Colour: Navy Blue, Branding: TPT Logo Embroidered in 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 Bicep and around the Waist		
	Ea	1 Piece Overall, M			
	Ea	1 Piece Overall, L			
	Ea	1 Piece Overall, XL			
	Ea	1 Piece Overall, 2XL			
	Ea	1 Piece Overall, 3XL			
	Ea	1 Piece Overall, 4XL			
	Ea	1 Piece Overall, 5XL			

	Ea	1 Piece Overall, 6XL	<p>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 points for strength. Price must include branding and reflective. SANS 434.</p> <p><b>Standard PPE Item</b></p>	<div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <p>FRONT – Overall Jacket</p>  <p>Correct application. Colour background = white logo</p> </div> <div style="text-align: center;"> <p>BACK – Overall Jacket</p>  <p>Correct application. Colour background = white logo</p> </div> </div>	
	Ea	1 Piece Overall, 7XL			
	Ea	1 Piece Overall, 8XL			
<p><b>Safety Wear Ladies 2 Piece Overall</b></p>	Ea	1 Piece Overall, S	<p>Overall, 2 Piece Overall - Pants (Conti Suits), Material Composition: 100% Cotton; Fabric: CJ54, Acid and Fire Retardant; Quality Standard: SABS (Fabric), Colour: Navy Blue: 50mm Reflective Strips, Mass: 220 – 240 GSM, Workwear Finish. NB: Overall must be triple stitched and bar tacked at all stress points for strength. Price must include reflective. SANS 434</p> <p><b>Standard PPE Item</b></p>	 <p>Correct application. Colour background = white logo</p>	
	Ea	1 Piece Overall, M			
	Ea	1 Piece Overall, L			
	Ea	1 Piece Overall, XL			
	Ea	1 Piece Overall, 2XL			
	Ea	1 Piece Overall, 3XL			
	Ea	1 Piece Overall, 4XL			
	Ea	1 Piece Overall, 5XL			
	Ea	1 Piece Overall, 6XL			
	Ea	1 Piece Overall, 7XL			
	Ea	1 Piece Overall, 8XL			
	Ea	1 Piece Overall, S	Overall, 2 Piece Overall – Jacket (Conti Suits), Material Composition: 100%		
	Ea	1 Piece Overall, M			

	Ea	1 Piece Overall, L	<p>Cotton; Fabric: CJ54, Acid and Fire Retardant; Quality Standard: SABS (Fabric), Colour: Navy Blue, Branding: TPT Logo Embroidered in 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 Bicep and around the Waist Below Chest Pocket, 2 Skirt Pockets, Mass: 220 - 240 GSM, Workwear Finish, Long Sleeve.</p> <p>NB: Overall must be triple stitched and bar tacked at all stress points for strength. Price must include branding and reflective. SANS 434</p> <p><b>Standard PPE Item</b></p>	<div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <p>FRONT – Overall Jacket</p>  <p>Correct application. Colour background = white logo</p> </div> <div style="text-align: center;"> <p>BACK – Overall Jacket</p>  <p>Correct application. Colour background = white logo</p> </div> </div>	
Safety Wear Ladies 2 Piece Overall	Ea	1 Piece Overall, XL			
	Ea	1 Piece Overall, 2XL			
	Ea	1 Piece Overall, 3XL			
	Ea	1 Piece Overall, 4XL			
	Ea	1 Piece Overall, 5XL			
	Ea	1 Piece Overall, 6XL			
	Ea	1 Piece Overall, 7XL			
	Ea	1 Piece Overall, 8XL			
Category	Uom	Description	Long Description	Image	Indicate by Yes or No & further provide a commentary on how the PPE to be supplied meet the specification
Safety Wear Ladies 2 Piece Overall	Ea	1 Piece Overall, S	<p>Overall, 2 Piece Overall - Pants (Conti Suits), Material Composition: 100% Cotton; Fabric: D59; Quality Standard: SABS (Fabric), Colour: Navy Blue 50mm Reflective Strips, Mass: 300 GSM, Workwear Finish.</p> <p>NB: Overall must be triple stitched and bar tacked at all stress points for strength. Price must include reflective. SANS 434.</p>		
	Ea	1 Piece Overall, M			
	Ea	1 Piece Overall, L			
	Ea	1 Piece Overall, XL			
	Ea	1 Piece Overall, 2XL			
	Ea	1 Piece Overall, 3XL			
	Ea	1 Piece Overall, 4XL			
	Ea	1 Piece Overall, 5XL			

<p>Ea</p> <p>Ea</p> <p>Ea</p>	<p>1 Piece Overall, 6XL</p> <p>1 Piece Overall, 7XL</p> <p>1 Piece Overall, 8XL</p>	<p><b>Standard PPE Item</b></p>	 <p><b>Correct application.</b></p> <p>Colour background = white logo</p>	
<p>Ea</p>	<p>1 Piece Overall, S</p> <p>1 Piece Overall, M</p> <p>1 Piece Overall, L</p> <p>1 Piece Overall, XL</p> <p>1 Piece Overall, 2XL</p> <p>1 Piece Overall, 3XL</p> <p>1 Piece Overall, 4XL</p> <p>1 Piece Overall, 5XL</p> <p>1 Piece Overall, 6XL</p> <p>1 Piece Overall, 7XL</p> <p>1 Piece Overall, 8XL</p>	<p>Overall, 2 Piece Overall – Jacket (Conti Suits), Material Composition: 100% Cotton; Fabric: D59; Quality Standard: Sabs (Fabric), Colour: Navy Blue, Branding: TPT Logo Embroidered in 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 Bicep and around the Waist below Chest Pocket, 2 Skirt Pockets, Mass: 300 GSM, Workwear Finish, Long Sleeve.</p> <p>NB: Overall must be triple stitched and bar tacked at all stress points for strength. Price must include branding and reflective. SANS 434.</p> <p><b>Standard PPE Item</b></p>	<div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid green; padding: 5px;"> <p>FRONT – Overall Jacket</p>  <p><b>Correct application.</b></p> <p>Colour background = white logo</p> </div> <div style="border: 1px solid green; padding: 5px;"> <p>BACK – Overall Jacket</p>  <p><b>Correct application.</b></p> <p>Colour background = white logo</p> </div> </div>	

Category	Uom	Description	Long Description	Image	Indicate by Yes or No & further provide a commentary on how the PPE to be supplied meet the specification
Overalls	Ea	1 Piece Overall, Size (S)	Heat Resistant Overalls (Splash Proof) Flame Retarded, SABS 434, SABS 1387-4, SABS 1423 Part 1: 1987  Store Stock PPE Item	No Image	
	Ea	1 Piece Overall, Size (M)			
	Ea	1 Piece Overall, Size (L)			
	Ea	1 Piece Overall, Size (XL)			
	Ea	1 Piece Overall, Size (2XL)			
	Ea	1 Piece Overall, Size (3XL)			
	Ea	1 Piece Overall, Size (4XL)			
	Ea	1 Piece Overall, Size (5XL)			
	Ea	1 Piece Overall, Size (6XL)			
	Ea	1 Piece Overall, Size (7XL)			
	Ea	1 Piece Overall, Size (8XL)			
	Ea	1 Piece Overall, Size, (S)	4515 Coverall White Type 5/6, Light Liquid Splashes, Hazardous Dust – 4515, ISO 13982-1:2004  Store Stock PPE Item		
	Ea	1 Piece Overall, Size (M)			
	Ea	1 Piece Overall, Size, (L)			
	Ea	1 Piece Overall, Size (XL)			
	Ea	1 Piece Overall, Size (2XL)			
	Ea	1 Piece Overall, Size (3XL)			
	Ea	1 Piece Overall, Size (4XL)			
	Ea	1 Piece Overall, Size (5XL)			
	Ea	1 Piece Overall, Size (6XL)			
Ea	1 Piece Overall, Size (7XL)				
Ea	1 Piece Overall, Size (8XL)				

	Ea	1 Piece Overall, Size (S)	Kleengard A40, Disposable Coverall, Liquid and Dust Resistant, ISO 13982-1:2004  <b>Store Stock PPE Item</b>		
	Ea	1 Piece Overall, Size (M)			
	Ea	1 Piece Overall, Size (L)			
	Ea	1 Piece Overall, Size (XL)			
	Ea	1 Piece Overall, Size (2XL)			
	Ea	1 Piece Overall, Size (3XL)			
	Ea	1 Piece Overall, Size (4XL)			
	Ea	1 Piece Overall, Size (5XL)			
	Ea	1 Piece Overall, Size (6XL)			
	Ea	1 Piece Overall, Size (7XL)			
	Ea	1 Piece Overall, Size (8XL)			

Category	Uom	Description	Long Description	Image	Indicate by Yes or No & further provide a commentary on how the PPE to be supplied meet the specification
<b>Vest</b>	Ea	Vest Hi Visb, Reflectv, S, Yellow, Polystr	Vest, Reflective, Removable Sleeves Yellow & Orange 2 Tone Waistcoat with Reflective Tape Plastic Name Tag Pocket on Breast Zip Fastening Press Stud Pockets.  TPT Logo on Breast and Back, SANS 50471. Zipp Fastener shall comply with SANS 1822		If we opt to apply the logo directly on the fabric. Please apply the black TPT logo and writing.
	Ea	M, Yellow, Polystr			
	Ea	L, Yellow, Polystr			
	Ea	XL, Yellow			
	Ea	2XL, Yellow			
	Ea	3XL, Yellow			

	Ea	4XL, Yellow	<b>Standard PPE Item</b>		
	Ea	5XL, Yellow			
	Ea	6XL, Yellow			
	Ea	7XL, Yellow			
	Ea	Vest Hi Visb; Reflectv, S, Yellow, Polystr	Vest, Reflective, Removable Sleeves Yellow & Orange 2 Tone Waistcoat with Reflective Tape Plastic Name Tag Pocket on Breast Zip Fastening (With Zip Protectors) Press Stud Pockets. TPT Logo On Breast and Back, SANS 50471. Zipp Fastener shall comply with SANS 1822.		NB: The branding should be as the reflective vest with a zip
	Ea	M, Yellow, Polystr			
	Ea	L, Yellow, Polystr			
	Ea	XL, Yellow			
	Ea	2XL, Yellow			
	Ea	3XL, Yellow			
	Ea	4XL, Yellow			
	Ea	5XL, Yellow			
	Ea	6XL, Yellow			
	Ea	7XL, Yellow	<b>Standard PPE Item</b>		

Category	Uom	Description	Long Description	Image	Indicate by Yes or No & further provide a commentary on how the PPE to be
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					supplied meet the specification
<b>T-Shirt Navy Blue</b>	Ea	T-Shirt Men's, M	<p>T-Shirt Navy Blue Reflectors: Chest and Arms. Ladies and Men's cuts must be different. TPT Logo on Breast</p> <p>All Logos and Branding must be in line with TPT and subject to communications approval. All Shirts must be of T006 Satin Weave, 100% Cotton Fabric treated with a Flame Retardant Finish that complies with SANS 1432-1, Stitching to comply with SANS 10101, Thread 1362.</p> <p><b>Standard PPE Item</b></p>		
	Ea	T-Shirt Men's, L			
	Ea	T-Shirt Men's, XL			
	Ea	T-Shirt Men's, 2XL			
	Ea	T-Shirt Men's, 3XL			
	Ea	T-Shirt Men's, 4XL			
	Ea	T-Shirt Men's, 5XL			
	Ea	T-Shirt Men's, 6XL			
	Ea	T-Shirt Men's, 7XL			
	Ea	T-Shirt Men's, 8XL			
	Ea	T-Shirt Ladies, S	<p>T-Shirt Navy Blue Reflectors: Chest and Arms. Ladies and Men's Cuts must be Different. TPT Logo on Breast</p> <p>All Logos and Branding must be in Line with TPT and subject to communications approval. All Shirts must be of T006 Satin Weave, 100% Cotton Fabric treated with a Flame Retardant Finish that complies with SANS 1432-1, Stitching to comply with SANS 10101, Thread 1362.</p>		
	Ea	T-Shirt Ladies, M			
	Ea	T-Shirt Ladies, L			
	Ea	T-Shirt Ladies, XL			
	Ea	T-Shirt Ladies, 2XL			
	Ea	T-Shirt Ladies, 3XL			
	Ea	T-Shirt Ladies, 4XL			
	Ea	T-Shirt Ladies, 5XL			
	Ea	T-Shirt Ladies, 6XL			

	Ea	T-Shirt Ladies, 7XL	Standard PPE Item		
	Ea	T-Shirt Ladies, 8XL			

<p><b>The Classic 100% Cotton Women's Golfer</b></p>	<p>Ea</p>	<p>Golfer-Shirt Ladies, S - 5XL</p>	<p>Made from 100% Cotton to keep you cool and comfortable all day, our Classic 100% Cotton Women's Golfers serve as the perfect go-to garment that works on any occasion.</p> <p>T-Shirt Navy Blue Ladies and Men's Cuts must be different. TPT Logo On Breast</p> <p>All Logos and branding must be in line with TPT and subject to communications.</p> <p>Fabric: 100% Cotton Pique Knit Weight: 220gm<sup>2</sup> Details:</p> <ul style="list-style-type: none"> <li>• Semi-Fitted</li> <li>• Side Slits with Bar Tacks</li> <li>• Specialised and Narrow Placket</li> </ul>		<p>White TPT Logo application as per the presentation.</p>
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<p><b>The Classic 100% Cotton Men's Golfer</b></p>	<p>Ea</p>	<p>Golfer-Shirt Men's, S - 6XL</p>	<p>Made From 100% Cotton to keep you cool and comfortable all day, our classic 100% cotton golfers serve as the perfect go-to garment that works on any occasion.</p> <p>T-Shirt Navy Blue Ladies and Men's Cuts must be different. TPT Logo on Breast</p> <p>All Logos and branding must be in line with TPT and subject to communications approval.                  Fabric: 100% Cotton Pique Knit                  Weight: 220gm                  Details: Ribbed Collar Engineered for Colour Fastness &amp; Durability.</p> <ul style="list-style-type: none"> <li>• Regular Fit for Comfort</li> <li>• Top Stitching on the Arm Holes &amp; Shoulder Seams</li> <li>• Specialised Placket</li> </ul>		<p>White TPT Logo application as per the presentation.</p>
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Category	Uom	Description	Long Description	Image	Indicate by Yes or No & further provide a commentary on how the PPE to be supplied meet the specification
<p><b>Safety Wear</b></p>	<p>Ea</p>	<p>Suit Wet Wthr; Small (87-92), 2 Piece, Navy</p>	<p>Suit, Wet Weather, Garment, Design Type: Two Piece, Color: Navy, Material: Oxford Nylon 200g, Gender: Unisex, Closure Method: Double Open End Slide Fastener with Double Storm Flap &amp; Press Studs Features. Transnet Logo on Left Breast Pocket, Cuff Type: Adjustable Velcro Leg Bottom Type, Adjustable Velcro, Specification SANS 50471 and EN 471. Package Type: PVC Draw String Bag, Thermal, Waterproof, 190g Wadding Quilted Lining, Sealed Seams,</p>		<p>White TPT Logo application as per the presentation.</p>
	<p>Ea</p>	<p>Suit Wet Wthr; M (97-102), 2 Piece, Navy</p>			
	<p>Ea</p>	<p>Suit Wet Wthr; L (107-112), 2 Piece, Navy</p>			
	<p>Ea</p>	<p>Suit Wet Wthr; XL (117-122), 2 Piece, Navy</p>			

	Ea	Suit Wet Wthr; 2XL (127-132), 2 Piece, Navy	<p>Jacket with Removable Hood with a just able Reflective Strip and Draw Cord. 2 Hip &amp; 1 Breast Pockets with Velcro Closing. Standard Visible / Reflective Tape on Jacket and Trousers. Trousers Elasticized Waist with Draw Cord.</p> <p>Store Stock PPE Item</p>		
	Ea	Suit Wet Wthr; 3XL (137-142), 2 Piece, Navy			
	Ea	Suit Wet Wthr; 4XL (147-152), 2 Piece, Navy			
	Ea	Suit Wet Wthr; 5XL (157-162), 2 Piece, Navy			
	Ea	Suit Wet Wthr; 6XL (167-172), 2 Piece, Navy			
<b>Balaclava</b>	Ea	Balaclava; Type Open Face, Commercial Size One Size Fits All	<p>Balaclava, Type: Open Face, Commercial Size: One Size Fits All, Material: Acrylic/Cotton Blend, Color: Black, Special Features: Extreme Cold Weather.</p> <p>Store Stock PPE Item</p>		White TPT Logo application as per the presentation
<b>Beanie</b>	Ea	Hat Utility, Beanie, Knitted, Royal Blue	<p>Hat, Utility, Type: Beanie, Style: Knitted, Commercial Size: One Size Fits All, Color: Royal Blue, Material: New Wool and Nylon, Special Features: Tubular or Seamed at the Centre Back, at Top Edge Fitted with an Embroidered Emblem of the Transnet Ports Terminals on the Front, Package Type: Plastic Envelope.</p> <p>Store Stock PPE Item</p>		White TPT Logo application as per the presentation.
<b>Thermal Long Sleeve Vest</b>	Ea	Long Sleeve Vest, Size, (S)	<p>Thermal Long Sleeve Vest, Navy Blue, Long Sleeve Vest with Cuffs on Legs and Elasticated Waistband, 220g Double Knit Interlock, 100% Cotton.</p> <p>Ladies and Men's cuts must be different.</p>		White TPT Logo application as per the presentation
	Ea	Long Sleeve Vest, Size (M)			
	Ea	Long Sleeve Vest, Size, (L)			
	Ea	Long Sleeve Vest, Size (XL)			
	Ea	Long Sleeve Vest, Size (2XL)			
	Ea	Long Sleeve Vest, Size (3XL)			
	Ea	Long Sleeve Vest, Size (4XL)			

	Ea	Long Sleeve Vest, Size (5XL)			
	Ea	Long Sleeve Vest, Size (6XL)			
	Ea	Long Sleeve Vest, Size (7XL)			
	Ea	Long Sleeve Vest, Size (8XL)			
<b>Thermal Long John Pants</b>	Ea	Long John Pants, Size, (S)	<p>Thermal Long John Pants, Navy Blue; Long Johns with Cuffs on Legs and Elasticated Waistband: 220g Double Knit Interlock, 100% Cotton.</p> <p>Ladies and Men's cuts must be different.</p>		<p>White TPT Logo application as per the presentation</p>
	Ea	Long John Pants, Size (M)			
	Ea	Long John Pants, Size, (L)			
	Ea	Long John Pants, Size (XL)			
	Ea	Long John Pants, Size (2XL)			
	Ea	Long John Pants, Size (3XL)			
	Ea	Long John Pants, Size (4XL)			
	Ea	Long John Pants, Size (5XL)			
	Ea	Long John Pants, Size (6XL)			
	Ea	Long John Pants, Size (7XL)			
Ea	Long John Pants, Size (8XL)				
<b>Freezer Jacket</b>	Ea	Freezer Jacket, Size, (S)	<p>Freezer Jacket, Navy Blue, 100% Polyester Oxford Fabric Outer, 140g, Hood with Draw Cord, Insulated, Padded Jacket with Elasticated Cuffs, Two Front Hem Pockets with One Chest Pocket, Invisible Zip on Chest For Embroidery Access, Bar-Tacking on all Pressure Points, Fully Quilted Inner Lining, Water-Resistant Outer, Reflective Tape added on Front, Back and Sleeves for added Visibility, Heavy-Weight Padding.</p>		<p>White TPT Logo application as per the presentation</p>
		Freezer Jacket, Size, (M)			
		Freezer Jacket Size, (L)			
		Freezer Jacket, Size, (XL)			
		Freezer Jacket, Size (2XL)			
		Freezer Jacket, Size (3XL)			
		Freezer Jacket, Size (4XL)			
		Freezer Jacket, Size (5XL)			
		Freezer Jacket, Size (6XL)			
		Freezer Jacket, Size (7XL)			
		Freezer Jacket, Size (8XL)			

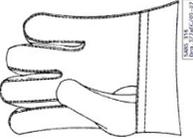
		<p>Freezer Jacket, Size, (S)</p> <p>Freezer Jacket, Size, (M)</p> <p>Freezer Jacket Size, (L)</p> <p>Freezer Jacket, Size, (XL)</p> <p>Freezer Jacket, Size (2XL)</p> <p>Freezer Jacket, Size (3XL)</p> <p>Freezer Jacket, Size (4XL)</p> <p>Freezer Jacket, Size (5XL)</p> <p>Freezer Jacket, Size (6XL)</p> <p>Freezer Jacket, Size (7XL)</p> <p>Freezer Jacket, Size (8XL)</p>	<p>Jacket, Cold Weather, Type: Freezer, Commercial Size: Medium, Jacket Material: 210d Nylon Outer, Colour: Two Tone, Special Features: Waterproof, Thermoguard Padding, Comfortex Lining, Hip Pocket with Monza Flaps, Chunky Nylon Zip Closure, Elasticated Cuffs, Furnished Items: Fixed Hood, 50mm Silver Reflective Tape, Package Type: Plastic Bag, Embroidered TPT Logo.</p>	 <p>Correct application. Applicable options – black logo, as white does not pair well with yellow or lime backgrounds.</p>	
<p><b>Safety Wear Overall Men's 2 Piece (Flame Resistant)</b></p>	<p>Ea</p>	<p>Overall Men's 2 Piece (Flame Resistant) (S)</p> <p>Overall Men's 2 Piece (Flame Resistant) (M)</p> <p>Overall Men's 2 Piece (Flame Resistant) (L)</p> <p>Overall Men's 2 Piece (Flame Resistant) (XL)</p> <p>Overall Men's 2 Piece (Flame Resistant) (2XL)</p> <p>Overall Men's 2 Piece (Flame Resistant) (3XL)</p> <p>Overall Men's 2 Piece (Flame Resistant) (4XL)</p> <p>Overall Men's 2 Piece (Flame Resistant) (5XL)</p> <p>Overall Men's 2 Piece (Flame Resistant) (6XL)</p>	<p>Coveralls, Safety, Industrial, Type: Heat Resistant, Garment Type: Splash Proof, Special Features: Flame Retarded, SABS 434, SABS 1387-4, SABS 1423 Part 1: 1987</p>	<p>No Image</p>	

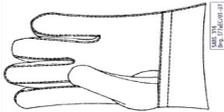
		Overall Men's 2 Piece (Flame Resistant) (7XL)			
		Overall Ladies 2 Piece (Flame Resistant) (8XL)			
<b>Safety Wear Overall Ladies 2 Piece (Flame Resistant)</b>	Ea	Overall Ladies 2 Piece (Flame Resistant) (S)	Coveralls, Safety, Industrial, Type: Heat Resistant, Garment Type: Splash Proof, Special Features: Flame Retarded; SABS 434, SABS 1387-4, SABS 1423 Part 1: 1987	No Image	
		Overall Ladies 2 Piece (Flame Resistant) (M)			
		Overall Ladies 2 Piece (Flame Resistant) (L)			
		Overall Ladies 2 Piece (Flame Resistant) (XL)			
		Overall Ladies 2 Piece (Flame Resistant) (2XL)			
		Overall Ladies 2 Piece (Flame Resistant) (3XL)			
		Overall Ladies 2 Piece (Flame Resistant) (4XL)			
		Overall Ladies 2 Piece (Flame Resistant) (5XL)			
		Overall Ladies 2 Piece (Flame Resistant) (6XL)			
		Overall Ladies 2 Piece (Flame Resistant) (7XL)			
		Overall Ladies 2 Piece (Flame Resistant) (8XL)			

**Annexure A3 (Basket 3)**

Category	Uom	Description	Long Description	Image	Indicate by Yes or No & further provide a commentary on how the PPE to be supplied meet the specification
Helmet	Ea	Helmet Sfty; V- Gard Peak, White, Plstc	Helmet, Safety, Type V- Gard Peak, Size Height and Circumference Adjustable to Size, Color White, Material Plastic, Features Snug Fit Suspension Liner, Specification Number. SANS 1397 Type A  <b>Standard PPE Item</b>		As per the branding manual
	Ea	Helmet Sfty;50-64 cm, White	Helmet, Safety, Size: 50-64 cm, Color: White, Material: ABS Plastic Lightweight, Package Type Plastic Bag, Specification: SANS 1397:2003; EN: 1995. Rigidity and Protection. Contoured Rain Channel. High Dielectric Strength / Electrical Insulation. One Handed Ratchet Adjustable Shock Absorbing Suspension. 4 Point Lightweight Lining with Soft Absorbent Crown and Sweatband. Advanced Perma sweat Breathable 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. SANS 1397:2003 and EN 397:1995  <b>Standard PPE Item</b>		
	Ea	Helmet Wldrs, Auto Dark, Thermoplastic	Helmet, Welder's, Type: Auto Dark, Material: Thermoplastic, Color: Black, Size: One Size Fits All, Features: Locking Ratchet Adjustment for Headgear, Fixed Front. Height Adjustment on Crown for		

			Individual Fit & Comfort. Adjusting Side Tilt Nuts, Allow for Multiple Adjustment Pressure. EN 379  Store Stock PPE Item		
	Ea	Cap, Safety	Protector First Base Safety Bump Cap, One Size Fits All. EN182  Store Stock PPE Item		Black Logo Application
<b>Safety Belt</b>	Ea	Belt Sfty Indl, Kidney, Belt Mtrl Elastic, S	Belt, Safety, Industrial Type: Kidney Dimensions Belt, Material: Leather Finish Black, Special Features: Velcro, Fastening Package Type: Plastic Bag, Size: Small Adjustable. SANS 50358  Store Stock PPE Item		
	Ea	Belt Sfty Indl, Kidney, Belt Mtrl Elastic, M			
	Ea	Belt Sfty Indl, Kidney, Belt Mtrl Elastic, L			
	Ea	Belt Sfty Indl, Kidney, Belt Mtrl Elastic, XL			
	Ea	Belt Sfty Indl, Kidney, Belt Mtrl Elastic, 2XL			

Category	Uom	Description	Long Description	Image	Indicate by Yes or No & further provide a commentary on how the PPE to be supplied meet the specification
	Pr	Glove, Safety, M, Lg 30cm, Chrome Leather, LH  Glove, Safety, M, Lg 30cm, Chrome Leather, RH	Glove, Type: Safety, Size: Medium, Length: 30cm, Material: Chrome Leather; P/N: Unknown Specification: SABS 316/Latest, Gauntlet 1.5mm Thick Unlined. Palm and Fingers Full Grain with Back Hand and Cuff Split. Figure 1(A) Marking: in addition to Clause 7.2.1 and 7.2.2 of SABS 316, Item Number 35/201043. SANS Specification 1228.  Store Stock PPE Item		

<b>Hand Protection</b>	Pr	Glove, Safety, L, Lg 40cm, Chrome Leather, LH	Glove, Type: Safety, Size: Large, Length: 40cm, Material: Chrome Leather, Specification: SABS 316/Latest, Gauntlet 1.5mm Thick, Partly Lined with Cotton Cloth, Figure 1 (B) Marking: in addition, SANS Specification 1228.  <b>Store Stock PPE Item</b>		
		Glove, Safety, L, Lg 40cm, Chrome Leather, RH			
	Pr	Gloves, Rubber, Autopsy	Gloves, Surgeons, Approved Item Name Gloves, Rubber, Autopsy Equipment Used on for use when spraying with and Handling Epoxy Tar. Stores Description Size 9 (Autopsy Glove), Natural Rubber-Solution-Dipped with Rolled Wrist and Smooth Finish. SANS 11193-1, SANS Specification 1228.  <b>Store Stock PPE Item</b>		
Pr	Glove, Rubber, Chemical Protective	Gloves, Rubber, Chemical Protective Specification Number SABS 416/Latest Type 2, Natural Rubber Unreinforced, Chemical Resistant, Wrist Length with Overall Length of Glove 270mm Marking: In addition to Clause 4.2.1 and 4.2.2 of SABS 416, SANS Specification 1228.		White TPT Logo application as per the presentation	

Category	Uom	Description	Long Description	Image	Indicate by Yes or No & further provide a commentary on how the PPE to be supplied meet the specification
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<b>Hand Protection</b>	Pr	Gloves, Utlty, Safety Male	Gloves, Utility, Type: Safety Male, Material: Acrylic 50, Cotton 50 Pct, Clean Grip or Equal, Polyvinyl Chloride Dotted Coating No Seams, Closely Knitted Shell Reversible and Launderable. SANS Specification 1228.  <b>Store Stock PPE Item</b>		Black Logo Application
	Pr	Gloves Utlty, Safety, Sz S, Chrome Leather	Gloves, Utility, Type: Safety, Size: Small, Material: Chrome Leather, Color: Light Gray, Gender: Unisex, Features: Reinforced Double Palm and Cotton Back. SABS Material, SANS Specification 1228.  <b>Store Stock PPE Item</b>		White TPT Logo application as per the presentation
	Pr	Gloves Utlty, Safety, Sz M, Chrome Leather			
	Pr	Gloves Utlty, Safety, Sz L, Chrome Leather			
	Pr	Gloves Utlty, Safety, Sz XL, Chrome Leather			
	Pr	Gloves Utlty, Safety, Sz S, Polyimide	Gloves, Utility, Type: Safety, Material: Polyimide, Color: Dark Grey, Gender: Unisex, Features: Nitrile Coating, Curved Fingers and Contoured Palm, Elastic Knitted Wrist. SANS Specification 1228.  <b>Store Stock PPE Item</b>		White TPT Logo application as per the presentation
	Pr	Gloves Utlty, Safety, Sz M, Polyimide			
	Pr	Gloves Utlty, Safety, Sz L, Polyimide			
	Pr	Gloves Utlty, Safety, Sz XL, Polyimide			
	Pr	Gloves, Safety, S, M, L, XL	Latex/Rubber, Coated Knitted Cotton Liner Glove. SANS Specification 1228.  <b>Store Stock PPE Item</b>		White TPT Logo application as per the presentation
Pr	Gloves, Safety, S, M, L, XL	Woolen Gloves, SABS Specification, SANS Specification 1228.  <b>Store Stock PPE Item</b>		Color Application	

Provision of Personal Protective Equipment (PPE) for Transnet SOC Ltd (Reg. No 1990/000900/30) Operating as Transnet Port Terminals (hereinafter referred to as "TPT") at Saldanha Terminals for a period of thirty-six (36) months on an as and when required basis.

	Pr	Gloves, Safety, Sz M, L, XL	<p>Impact Cut Level 5 Glove, Molded TPR Armor for Impact Protection, Pinch Injury Prevention, and Blow Deflection, SANS Specification 1228. Finger TPR extends to Fingertips; Sewn on for Maximum Durability and Wear Armor "Flex Zones" for High Dexterity. Abrasion Resistant Sandy Foam Nitrile Dipped Palm with Reinforced Thumb Saddle provides exceptional Grip in Water, Grease and Oil. Hi-Vis Orange for Hand Signaling 13-Gauge High Performance Polyethylene (HPPE) Seamless Knit Construction Delivers EN Level 5 Cut Protection, Level 3 Puncture Protection and Excellent Durability Color-Coded Cuff Denotes Glove Sizing Patented Design.</p> <p>Store Stock PPE Item</p>		
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Category	Uom	Long Description	Image	Indicate by Yes or No & further provide a commentary on how the PPE to be supplied meet the specification
Hearing Protection	Bx	<p>311-1250, E-A-Rsoft Yellow Neons Corded, SNR 36DB. SANS 10083.</p> <p>Store Stock PPE Item</p>		
	Bx	<p>312-1250 E-A-Rsoft Yellow Neons Uncorded, SNR 36DB. SANS 10083.</p> <p>Store Stock PPE Item</p>		

Provision of Personal Protective Equipment (PPE) for Transnet SOC Ltd (Reg. No 1990/000900/30) Operating as Transnet Port Terminals (hereinafter referred to as "TPT") at Saldanha Terminals for a period of thirty-six (36) months on an as and when required basis.

	Bx	310-1001 Classic Plug (Pillow Pack), SNR 28DB. SANS 10083.  <b>Store Stock PPE Item</b>	<p>E-A-R™ Classic™ Plus NRR 33 dB</p> 	
<b>Heavy Duty PVC Apron</b>	Ea	600 Gram PVC Apron, Superior Splash Protection and Resistance to Chemicals Fats, Grease, Oils, Punctures and Abrasions. One Size Fits All.		White TPT Logo application as per the presentation

Category	Uom	Description	Long description	Image	Indicate by Yes or No & further provide a commentary on how the PPE to be supplied meet the specification
<b>Eye Protection</b>	Ea	<b>Goggles indl, brazing and cutting, grey</b>	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 & integrated side shield. Extended cheek & brow Protection. To supply with lanyard item 3520366, (SANS 1404-1993) EN 166 and No.15 code: 35/202174.  <b>Store stock PPE item</b>	 <p>Correct application. Applicable option - white logo</p>	
	Ea	<b>Goggles indl, brazing and cutting, clear</b>	Goggles, industrial, type: brazing and cutting, Lens material: polycarbonate, Lens color: clear, features: anti fog lens and UV protection, package type: plastic envelope, reference horizontal and vertical adjustable temples and integrated side shields. Extended cheek and drow protection. Supplied with lanyard item 35203600, (SANS 1404-1993) EN 166.  <b>Store stock PPE item</b>	 <p>To be branded on the side</p>	

	Ea	<b>Goggles indl, chemical resistant, acetate</b>	Goggles, industrial, type: chemical resistant, Lens Material: acetate, Lens color: clear, features: anti-fog, Package type: plastic envelope, splash impact resistant, indirect vent. SANS 1400.  <i>Store stock PPE item</i>	To be branded on the side	
	Ea	<b>Goggles indl, dust protection, plstc, clear</b>	Goggles, industrial, type: dust protection, Lens material: plastic, Lens color: clear, features: anti fog, dust, Package type: plastic envelope, low profile goggle with foam insert and indirect venting, especially designed for areas with dust, strong, comfortable headband. SANS 1400.  <i>Store stock PPE item</i>	 To be branded on the side	

Category	Uom	Description	Long Description	Image	Indicate by Yes or No & further provide a commentary on how the PPE to be supplied meet the specification
<b>Hood Sandblasting</b>	Ea	Hood Abrsv Clnng, Sandblasting, Blue/Grey	Hood, Abrasive Cleaning, Type: Sandblasting, Material: Rubber/Plastic/Brass/Steel, Color: Blue/Grey, Equipment used on Sandblasting, Grit blasting to consist of a Fiberglass Shell with integrated Air Channel for free Air Flow Across Top of Shell and Over Window, Fitted with adjustable Nylon Headgear and covered with a One-Piece Moulded Rubber Hood extending below the Belt and Fitted with a Hinged Window consisting of a Plexiglass Lens and a Brass Mesh Cover Lens with easily removable fastenings, for easy lens replacement and/or cleaning. The adjustable air flow valve is to be mounted on a Leather Belt at least 38mm wide and fitted with a quick release air coupling. SANS 54594.		White TPT Logo application as per the presentation

			<a href="#">Store Stock PPE Item</a>		
<b>Watch Protectors</b>	Ea	Watch Protectors, Elasticized, One Size Fits All	Watch Protectors Bands (No SANS) <a href="#">Store Stock PPE Item</a>		White TPT Logo application as per the presentation
<b>Sun Visors for Hard Hats</b>	Ea	Sun Visors for Hard Hats	Sun Visors for Hard Hats. Inside Diameter 740mm, 100% Cotton Fabric in accordance with SANS 1387-4, Material Type: D59 and Flame Retardant. Neck Protector Attached. <a href="#">Store Stock PPE Item</a>		

Category	Uom	Description	Long Description	Image	Indicate by Yes or No & further provide a commentary on how the PPE to be supplied meet the specification
<b>Strap</b>	Ea	Strap, Chin, Helmet	Strap, Chin, Helmet, 4 Point Webbing Chin Strap Nik/04c, Velcro Fastening, Red or Orange, Chin-up optional extra. SABS 142 <a href="#">Store Stock PPE Item</a>		
	Ea	Strap Chin; Elasticized, NylIn	Strap Chin, Type: Elasticized, Material: Nylon, Dimensions: Wd 1.9 X Lg 40cm, Special Features: Two Plastic/Polythene Locating Hooks, Standard: SABS142 Type EB 18, Adjustable with Non-Slip Buckle & Two Plastic/Polythene Locating Hooks, One Stitched to one end and other hook in. SABS 142 Type EB 18. <a href="#">Store Stock PPE Item</a>		

<b>Air Filtering</b>	Ea	Mask Air Filtering, Disposable with Valve	Mask, Air Filtering, Type: Disposable with Valve, Media for which Designed Dust, Fastening Method: Two Elastic Head Bands, Mask Material: Polyurethane Foam, Size: One Size Fit All, Filter Material: Polyurethane Foam, Package Type: Box of 15. Specification EN 149 / Latest FFP2S, Foldable.  <b>Store Stock PPE Item</b>		
	Ea	Respirator Air Filtering, Welding	Respirator, Air Filtering, Type: Welding, Media for which designed Welding Fumes, Filter Material: Polyisoprene/Cotton Fibre, Dimensions: One Size Fits All, Specification: EN 149:2001, Standard: FFP 2, Catalogue: Disposable, Half Mask with Face Seal Gasket. Aluminium Nose Clip. EN 149.  <b>Store Stock PPE Item</b>		
	Ea	Mask Resprtr, Half Face, Silicon	Mask, Respirator, Half Face, Design Type: Air/Dust Filtering, Size: One Size Fits All, Mask Material: Thermoplastic Rubber, Tube Material: Silicon, BS. EN 143.  <b>Store Stock PPE Item</b>		
	Ea	Cartridge Resprtr Air Filtering, Full Mask	Cartridge, Respirator, Air Filtering, Type: Half Mask, Media for Which Designed Organic Vapor, Design: Round, Colour Code: Orange/White, Standard: EN 141 Class A2, Filter Type: 3 and of Activated Carbon Gas Filter, Weight: 300gram, Flow Resistance < 2.2m/Bar@301/Min, Pepper spray included, Filter Combination A2P3. EN 143.  <b>Store Stock PPE Item</b>		

Category	Uom	Description	Long Description	Image	Indicate by Yes or No & further provide a commentary on how the PPE to be supplied meet the specification
Air Filtering	Ea	Mask Air Filtering, Disposable	Mask, Air Filtering, Type: Disposable, Media for which designed Electrostatically Charged Filter, Fastening Method: Two Elastic Head Bands, Mask Material: Filtering Fibre, Size: One Size Fit All, Filter Material: Particulates, Package Type: Box Of 20 for Protection against Silica and Asbestos Dust. The Width of the Harness Straps to be at least 8mm. SANS 1866.  <b>Store Stock PPE Item</b>		
	Ea	FFP3 Dust Mask with Valve	Provide Protection against Solid and Liquid Aerosols and Smoke containing the following Materials such as: Asbestos, Calcium Carbonate, China Clay, Cement, Cellulose, Sulphur, Cotton, Flour, Carbon, Ferrous Metals, Hardwood, Silicon, Plastic, Vegetable Oils and Mineral Oils, Copper, Aluminium, Bacteria, Fungi, Mould Spores and Mycobacterium Tuberculosis (T.B.), Chromium, Manganese, Lead Paint, Nickel, Platinum, Strychnine, Metal Dust and Smoke. SANS EN 149.  <b>Store Stock PPE Item</b>		
Pads Knee	Pr	Pads Knee Incl, Protector, 1 Piece, PVC	Pads, Knee, Industrial, Type: Protector, Design Type: 1 Piece, Dimensions: Lg 230 X Width 250mm, Material: Polyvinyl Chloride, Color: Orange, attachment method adjustable Elasticated Strap, Special Features: Left/Right Knee, Pre-Formed Plastic, Swivel Type, Overall Length: 230mm. Curved Width 250mm, Bottom Parts Complete with Rubber Foam Insert. SANS 0366  <b>Store Stock PPE Item</b>		

	Pr	Pads Knee Indl; Hvy Dty, Black, Moulded	<p>Pads, Knee, Industrial, Type: Heavy Duty, Dimensions: Wd 135 X Lg 155mm, Material: Polyvinyl Chloride and Eva Rubber, Color: Black, Attachment Method: Adjustable Elasticated Strap, Special Features: Moulded. SANS 0366</p> <p>Store Stock PPE Item</p>		White TPT Logo application as per the presentation
Category	Uom	Description	Long Description	Image	Indicate by Yes or No & further provide a commentary on how the PPE to be supplied meet the specification
Safety Lanyard	Ea	Lanyard Sfty Indl, Webbing Double Lanyard	<p>Lanyard, Safety, Industrial, Type: Webbing Double Lanyard, Dimensions: L X 1.75m, Material: Tubular Webbing, Hook Material: Aluminium, Connection Pylon Hook, Color: Olive Green; Specification: EN 50354, 50355, &amp; 362, T-Pack Shock Absorber, Lanyard to be adjustable, 24 Kilo Newton Aluminium Screw-Gate Karbiner, 25 Millimeter Tibular Webbing C/W Coated Buckles.</p> <p>Store Stock PPE Item</p>		
Safety Harness	Ea	Double Lanyard Harness	<p>Double Lanyard Harness, Shock Absorber Snap Hook, SABS approved.</p>		

<b>Rope</b>	Ea	Kit, Fall Arrest, Rescue	<p>Kit, Type: Fall Arrest, Application Rescue, Special Features: Petzl Gemini Pully System, Package Type: Equipment Bag with Slide Fastener, Ascending Device, 0.5 M X 11mm Rope with 1/4 Turn Karadiner. 2 Meter Telescopic Pole, Non-Conductive and Complete with Frog Attachment, 2 X 1.5 Meter Round Webbing Slings, Safety Knife. Kit must Include Ropes, 50m Item 35205813, 100m Item 35205825, 150m Item 35205837 &amp; 200m Item 35205849. SANS 50363</p> <p>Store Stock PPE Item</p>		
	Ea	Rope, Nyln, Struct Kermantle, 50m	<p>Rope, Type: Low Stretch, Dimensions: 11 Millimeter X 12.5 Meter Reach Per 50m, Material: Nylon, Structure: Kermantle Strength Safe, Working Load: 2200 kg, for use on Fall Arrest Rescue Kit (Fark). SANS 50363</p> <p>Store Stock PPE Item</p>		
	Ea	Rope, Nyln, Struct Kermantle, 100m			
	Ea	Rope, Nyln, Struct Kermantle, 150m			
	Ea	Rope, Nyln, Struct Kermantle, 200m			

<p><b>Sun Protection</b></p>	<p>Ea</p>	<p>Skin Protective Compound, Ultra</p>	<p>Skin Protective Compound, Chemical Barrier, Ultra Specification Number Pharmaceuticals Barrier Cream to Protect the Skin Against UV Light During Exposure, e.g., Welding Processes and Direct Sunlight. Cream must include Mosquito Repellant used on Hands, Face, Body of Workmen. SPF 50 minimum to comply with SANS 1282 and 1557, Water Resistant.</p> <p><b>Store Stock PPE Item</b></p>		
<p><b>Life Jackets</b></p>	<p>Ea</p>	<p>Life Jacket: S</p>	<p><b>150N Life Jacket Compliancy</b></p> <p>Underscoring its commitment to quality and safety, the life jacket is fully compliant with the latest European standards for 150N life jackets, ISO 12402-3. The use of certified raw materials, in accordance with ISO 12402- 7 and ISO 12402-8, further guarantees the jacket's strength, durability, and overall quality.</p> <p>In summary, the Lalizas 150N life jacket seamlessly combines innovative design, meticulous craftsmanship, and adherence to rigorous safety standards to create a reliable and versatile companion for water enthusiasts of all ages. Its adaptability, advanced features, and commitment to quality make it an indispensable asset for anyone venturing into aquatic environments. 90kg, &gt;150N.</p>		
<p>Ea</p>	<p>Life Jacket: M</p>				
<p>Ea</p>	<p>Life Jacket: L</p>				
<p>Ea</p>	<p>Life Jacket: XL</p>				
<p>Ea</p>	<p>Life Jacket: 2XL</p>				
<p>Ea</p>	<p>Life Jacket: 3XL</p>				

**Annexure B**

**Incorrect Application** 😞

**Correct Application** 😊

**Correct Application**



**Incorrect Application.**  
 Colour Background Vs Colour Logo

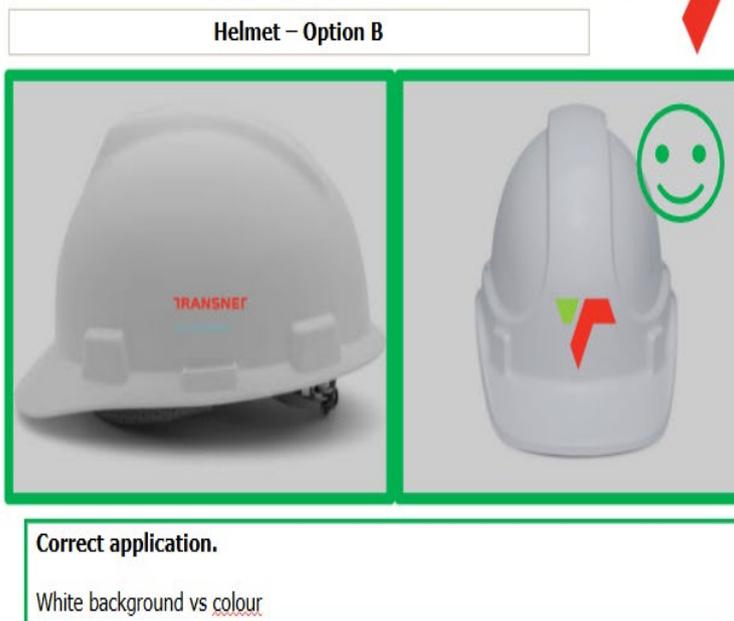


**Correct Application.**  
 Colour Background = White Logo



**Correct Application.**  
 Colour Background = White Logo

H  
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/  
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E  
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T – Shirt



**Incorrect application.**

Colour background vs colour logo

T-Shirt



**Correct application.**

Applicable option - white logo

G  
O  
L  
F  
S  
H  
I  
R  
T

Golf Shirt



**Incorrect application.**

Colour background vs colour logo

Golf Shirt



**Correct application.**

Applicable options - white logo or tone on tone

G  
O  
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&  
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I  
R  
T

Golf Shirt



**Correct application.**

White background = colour logo

T Shirt



**Correct application.**

White background = colour logo

**Windbreaker**



**Incorrect application.**

Colour background vs colour logo

**Windbreaker**



**Correct application.**

Applicable options – black logo, as white does not pair well with yellow or lime backgrounds.

**FRONT - Safety Vest**



To place colour logo, a white background is required

**Correct application.**

White background vs colour logo

**BACK - Safety Vest**



**Correct application.**

White background vs colour

**Glasses**



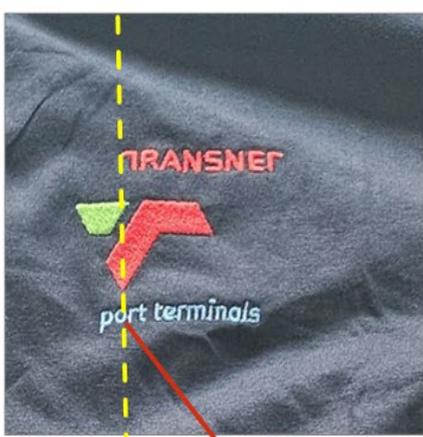
**Correct application.**  
 Applicable option - white logo

**Sunbeam**

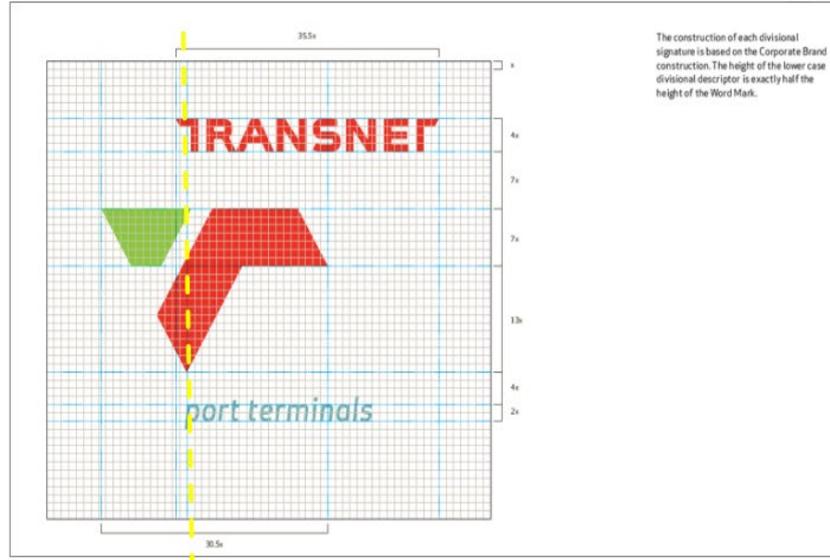


**Correct application.**  
 Applicable options – black logo, as white does not pair well with yellow or lime backgrounds.

KEY OBSERVATIONS



Port Terminals is placed incorrectly. Refer to the right for correct placement



- In almost all our workwear, the logo is consistently applied incorrectly i.e. colour application and incorrect placement of "Port Terminals".
- For all workwear, the logo should be positioned on the left-hand side towards the shoulder blade. Refer to the dimensions provided in slide 15.

## Full Colours

FULL COLOUR

descriptor in order to retain consistency.

<b>TRANSNET</b>  <i>freight rail</i>	<b>TRANSNET</b>  <i>engineering</i>	<b>TRANSNET</b>  <i>national parts authority</i>	<b>TRANSNET</b>  <i>port terminals</i>	<b>TRANSNET</b>  <i>pipelines</i>	<b>TRANSNET</b>  <i>property</i>
 PANTONE® 5767 CMYK 15 0 68 39 RGB 140 148 77	 PANTONE® 7495 CMYK 25 0 80 30 RGB 125 143 41	 PANTONE® 5415 CMYK 42 8 0 40 RGB 92 120 143	 PANTONE® 5493 CMYK 43 0 14 21 RGB 135 173 176	 PANTONE® 104 CMYK 0 3 100 30 RGB 168 150 10	 PANTONE® 137 C CMYK 7 46 100 0 RGB 233 151 0

SINGLE COLOUR APPLICATION: BLACK ON WHITE

<b>TRANSNET</b>  <i>freight rail</i>	<b>TRANSNET</b>  <i>engineering</i>	<b>TRANSNET</b>  <i>national parts authority</i>	<b>TRANSNET</b>  <i>port terminals</i>	<b>TRANSNET</b>  <i>pipelines</i>	<b>TRANSNET</b>  <i>property</i>
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SINGLE COLOUR APPLICATION: REVERSE WHITE ON BLACK

<b>TRANSNET</b>  <i>freight rail</i>	<b>TRANSNET</b>  <i>engineering</i>	<b>TRANSNET</b>  <i>national parts authority</i>	<b>TRANSNET</b>  <i>port terminals</i>	<b>TRANSNET</b>  <i>pipelines</i>	<b>TRANSNET</b>  <i>property</i>
---	--	---	---	--	---

SINGLE COLOUR APPLICATION: WHITE ON A COLOUR BACKGROUND

<b>TRANSNET</b>  <i>freight rail</i>	<b>TRANSNET</b>  <i>engineering</i>	<b>TRANSNET</b>  <i>national parts authority</i>	<b>TRANSNET</b>  <i>port terminals</i>	<b>TRANSNET</b>  <i>pipelines</i>	<b>TRANSNET</b>  <i>property</i>
---	--	---	---	--	---

## Divisional Colour

### PRIMARY COLOURS

**RED**  
 PANTONE® 485  
 CMYK 0 95 100 0  
 RGB 212 46 18

**GREEN**  
 PANTONE® 376  
 CMYK 50 0 100 0  
 RGB 125 185 0

### SECONDARY COLOUR

STONE	80%
PANTONE® 405	50%
CMYK 0 10 33 82	34%
RGB 102 89 77	15%

P

### DIVISIONAL COLOURS

**FREIGHTRAIL**  
 PANTONE® 5767  
 CMYK 15 0 68 39  
 RGB 40 148 77

**ENGINEERING**  
 PANTONE® 7495  
 CMYK 25 0 80 30  
 RGB 125 143 41

**PORTS AUTHORITY**  
 PANTONE® 5415  
 CMYK 42 8 0 40  
 RGB 92 120 143

**PORT TERMINALS**  
 PANTONE® 5493  
 CMYK 43 0 14 21  
 RGB 135 173 176

**PIPELINES**  
 PANTONE® 104  
 CMYK 0 3 100 30  
 RGB 168 150 10

**PROPERTY**  
 PANTONE® 137 C  
 CMYK 7 46 100 0  
 RGB 233 151 0

### DEEPER COLOURS

PANTONE® 5757  
 CMYK 14 0 78 60

PANTONE® 7496  
 CMYK 41 0 82 48

PANTONE® 5405  
 CMYK 100 60 0 56

PANTONE® 5483  
 CMYK 79 24 39 0

PANTONE® 105  
 CMYK 0 7 100 60

PANTONE® 151 C  
 CMYK 0 60 100 0

**DARK RED**  
 PANTONE® 484  
 CMYK 0 90 84 32

## Horizontal Version



PANTONE® 405  
 CMYK 103383  
 RGB 1028977

### B IDENTIFICATION ELEMENTS

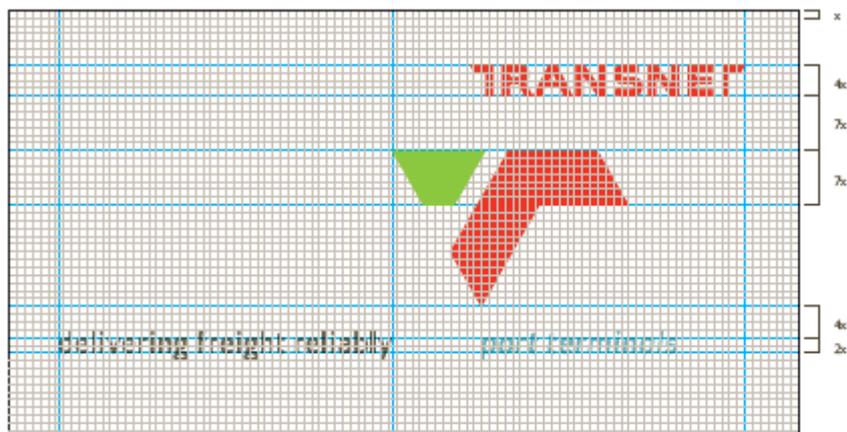
### 06 DIVISIONAL LOGO AND PAY-OFF LINE Horizontal Positioning, Colour Specification and Sizing Grid

The default or standard configuration for the pay-off line and divisional descriptor is horizontal. The sizing grid shows the relative sizes of the pay-off line and descriptor in relation to the height of the umbrella word mark.

Note:

- i. The pay-off line must align with the divisional descriptor.
- ii. Where the horizontal configuration cannot be applied due to the constraints of a given application (e.g. an envelope), then the pay-off line may be omitted.

SIZING GRID FOR HORIZONTAL VERSION



## Vertical Version

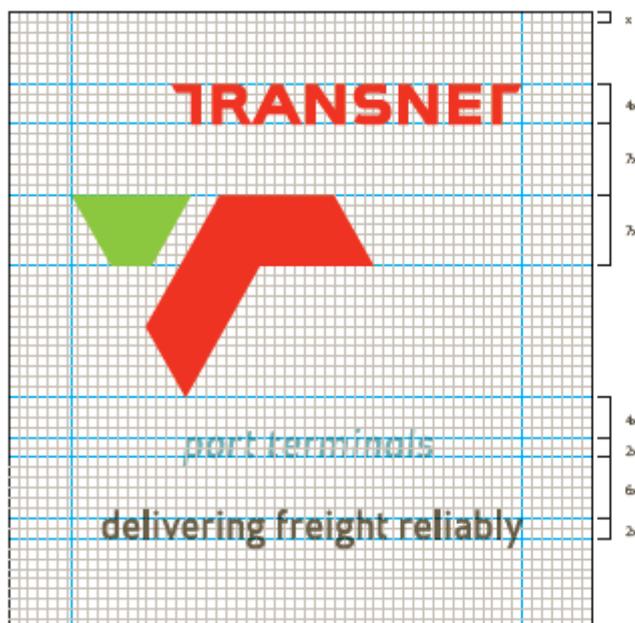


PANTONE® 405  
CMYK 0 103 38 2  
RGB 102 89 77

- B IDENTIFICATION ELEMENTS**
- 06 DIVISIONAL LOGO AND PAY-OFF LINE**  
Vertical Positioning, Colour Specification and Sizing Grid

The vertical or stacked configuration is to be used for corporate print advertisements or pull-up banners only.

SIZING GRID FOR VERTICAL VERSION

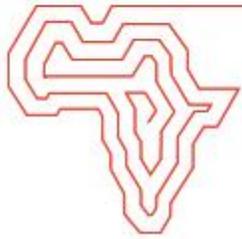


TRANSNET



# TPT BRAND APPLICATION PRESENTATION 2025

# CONTENTS



<b>01</b>	<b>BACKGROUND</b>	<b>03</b>
<b>02</b>	<b>WORKWEAR</b>	<b>05 – 15</b>



# BACKGROUND



Consistency in brand application is crucial for Transnet Port Terminals, as it ensures a unified and coherent representation of the brand across various touchpoints. Here's a brief overview of the importance of consistency in brand application within TPT:

- **Consistent brand application instills a sense of professionalism.** Uniformity in logo placement, color usage, and design across workwear, promotional materials, and signage contributes to a polished and reputable corporate image.
- **Consistency enhances brand recognition.** When the logo and brand elements are consistently applied, it becomes easier for stakeholders, including customers, partners, and employees, to identify and remember TPT, fostering a stronger brand presence.
- **A consistent brand application builds trust and reliability.** When stakeholders encounter a consistent brand presentation, it signals dependability and reliability in the services provided by TPT.
- **Consistency contributes to the building of brand equity.** A strong and consistent brand application enhances the perceived value of TPT, making it more attractive to customers and stakeholders and supporting long-term business success.
- **Consistency facilitates coordinated marketing efforts.** When brand elements are consistently applied, it streamlines marketing activities, creating a cohesive narrative and reinforcing key messages, ultimately strengthening the impact of marketing campaigns.
- **Consistent brand application aligns employees with the brand.** When employees wear uniforms and engage with materials that consistently represent the brand, it reinforces a shared identity and a sense of pride among the workforce.
- **Consistency in brand application ensures clear and effective communication.** A uniform visual identity aids in conveying messages efficiently, reducing the risk of confusion or misinterpretation among internal and external audiences.

In essence, consistency in brand application for Transnet Port Terminals is not merely a visual concern; it is a strategic imperative that influences perceptions, builds trust, and contributes to the overall success and sustainability of the brand in the dynamic and competitive landscape of port operations and logistics.

An aerial photograph of a large cargo ship sailing on a deep blue ocean. The ship is viewed from above, showing its deck and the stacks of colorful shipping containers (orange, red, blue, and white) on its deck. The ship is moving from left to right, leaving a white wake behind it. The text "TPT WORKWEAR" is overlaid in a large, white, serif font across the upper portion of the ship's deck.

# TPT WORKWEAR



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FRONT – Overall Jacket

FRONT – Overall Jacket

BACK – Overall Jacket



**Incorrect application.**

Colour background vs colour logo

**Correct application.**

Colour background = white logo

**Correct application.**

Colour background = white logo

# Overall Jacket – New & Alternative Application



FRONT – Overall Jacket



**Correct application.**

Colour background = white logo

BACK – Overall Jacket



**Correct application.**

Colour background = white logo

PPE – Trousers



**Correct application.**

Colour background = white logo

# Windbreaker / Raincoat



Windbreaker



**Incorrect application.**

Colour background vs colour logo

Windbreaker



**Correct application.**

Applicable options – black logo, as white does not pair well with yellow or lime backgrounds.

# PPE T-Shirt - Navy

TRANSNET



T - Shirt



**Incorrect application.**

Colour background vs colour logo

T-Shirt



**Correct application.**

Applicable option - white logo

# Safety Vest



FRONT - Safety Vest



To place colour logo, a white background is required

**Correct application.**

White background vs colour logo

BACK – Safety Vest



**Correct application.**

White background vs colour

# PPE Shirts



PPE Shirt



**Correct application.**

White background vs colour

PEE Shirt



**Correct application. Current logo positioning**

Colour background vs white logo

# Glasses & Sunbeam

TRANSNET



Glasses



**Correct application.**

Applicable option - white logo

Sunbeam



**Correct application.**

Applicable options – black logo, as white does not pair well with yellow or lime backgrounds.

# Hardhat / Helmet



Helmet – Option A



**Correct application.**

White background vs colour logo

Helmet – Option B



**Correct application.**

White background vs colour

# Golf Shirt

TRANSNET



Golf Shirt



**Incorrect application.**

Colour background vs colour logo

Golf Shirt



**Correct application.**

Applicable options - white logo or tone on tone

# Golf Shirt & T-shirt

TRANSNET



Golf Shirt



**Correct application.**

White background = colour logo

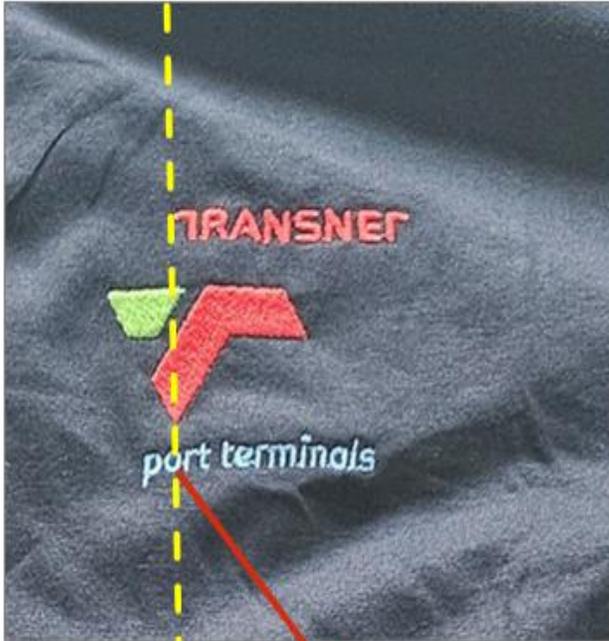
T Shirt



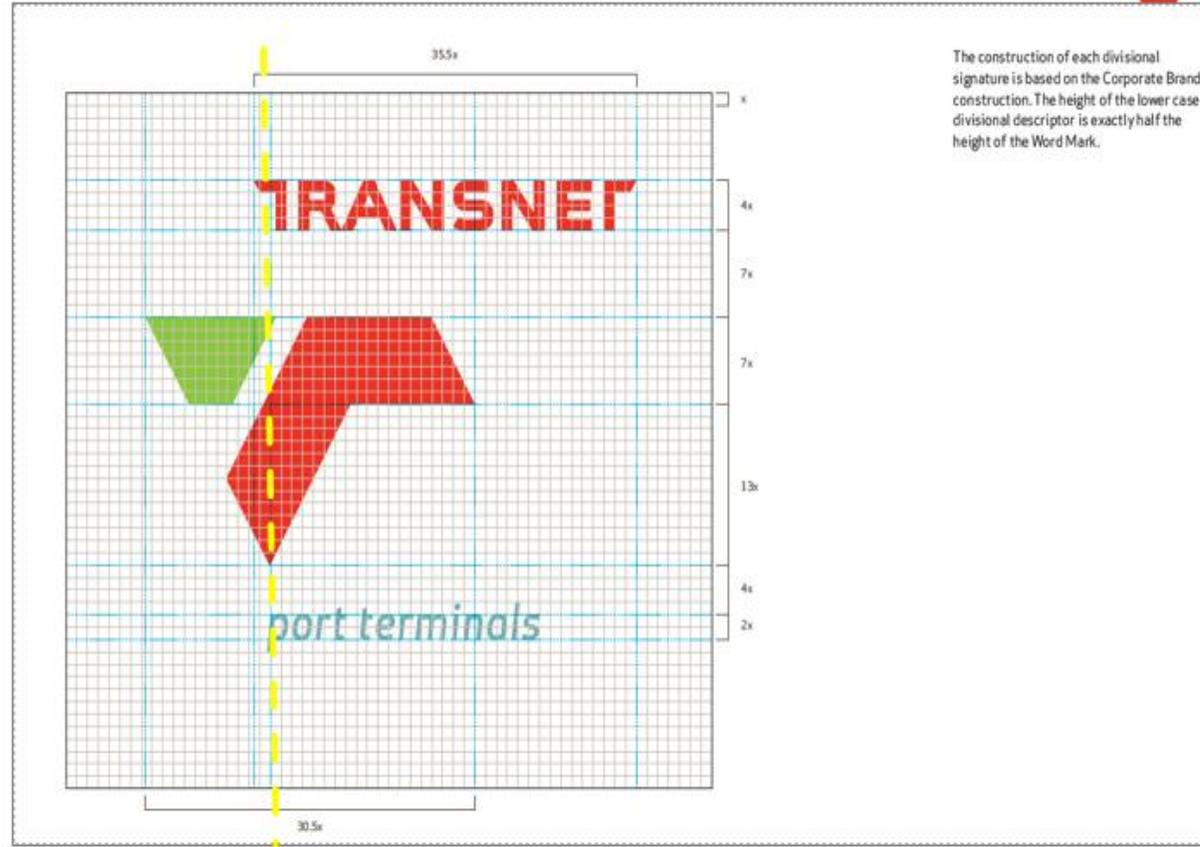
**Correct application.**

White background = colour logo

# Key Observations



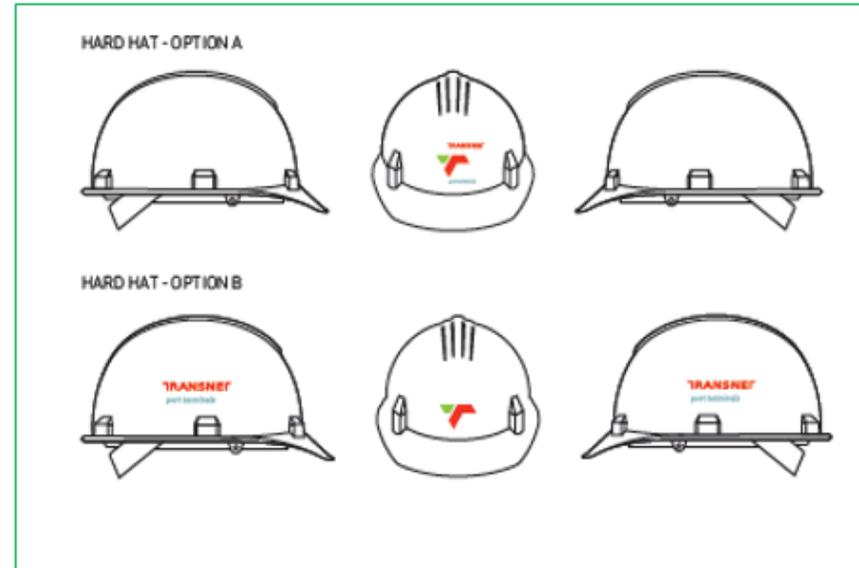
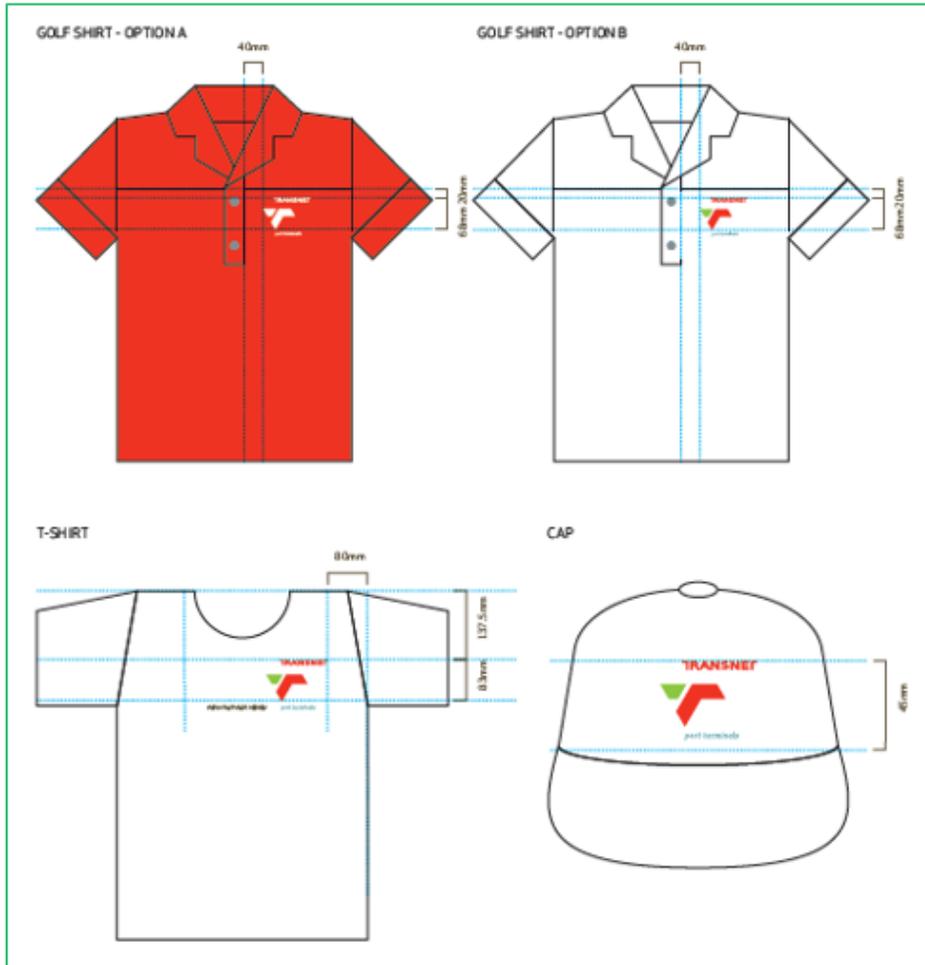
Port Terminals is placed incorrectly. Refer to the right for correct placement



The construction of each divisional signature is based on the Corporate Brand construction. The height of the lower case divisional descriptor is exactly half the height of the Word Mark.

- In almost all our workwear, the logo is consistently applied incorrectly i.e. colour application and incorrect placement of "Port Terminals".
- For all workwear, the logo should be positioned on the left-hand side towards the shoulder blade. Refer to the dimensions provided in slide 15.

# Brand Application Guide





PANTONE® 405  
 CMYK 0 10 33 82  
 RGB 1 02 99 77

**B IDENTIFICATION ELEMENTS**

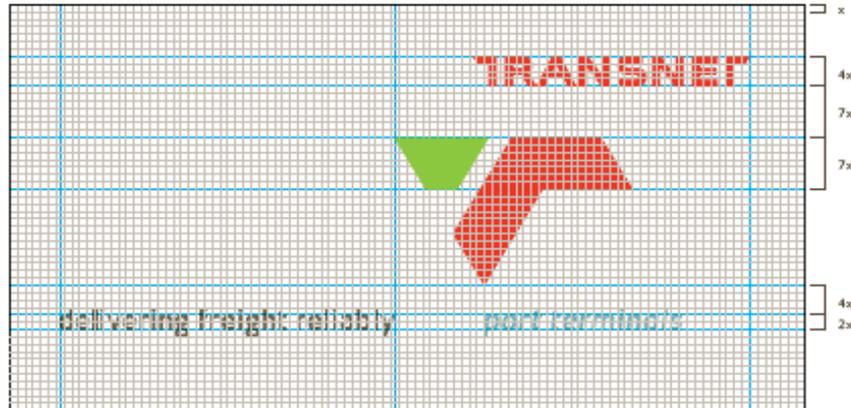
**06 DIVISIONAL LOGO AND PAY-OFF LINE**  
 Horizontal Positioning, Colour Specification and Sizing Grid

The default or standard configuration for the pay-off line and divisional descriptor is horizontal. The sizing grid shows the relative sizes of the pay-off line and descriptor in relation to the height of the umbrella word mark.

**Note:**

- i. The pay-off line must align with the divisional descriptor.
- ii. Where the horizontal configuration cannot be applied due to the constraints of a given application (e.g. an envelope), then the pay-off line may be omitted.

SIZING GRID FOR HORIZONTAL VERSION



**B IDENTIFICATION  
ELEMENTS**

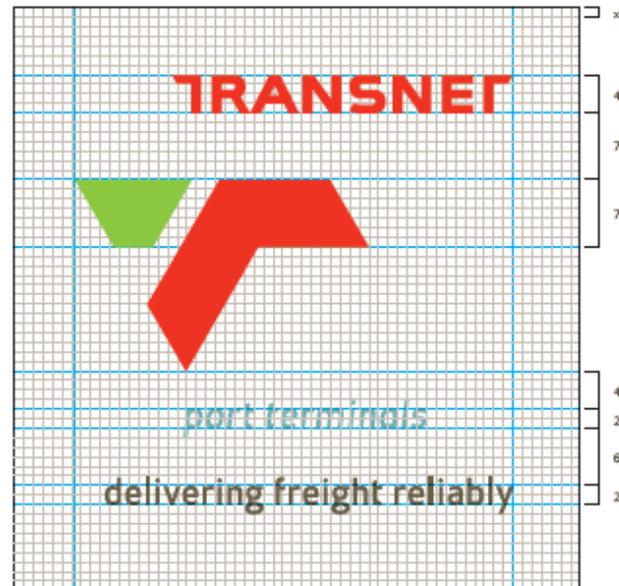
**06 DIVISIONAL LOGO AND PAY-OFF LINE**  
Vertical Positioning, Colour  
Specification and Sizing Grid

The vertical or stacked configuration is to  
be used for corporate print advertisements  
or pull-up banners only.



PANTONE® 405  
CMYK 0 10 33 82  
RGB 1 02 89 77

SIZING GRID FOR VERTICAL VERSION



**B IDENTIFICATION ELEMENTS**

**10 DO'S AND DON'TS**  
Applying the Logo

 <p><b>TRANSNET</b> Lore ipsum dolor sit amet, consectetur adipiscing elit.</p>	The logo should not be overlapped by or blended with other visual objects or text.	 <p><b>TRANSNET</b></p>	No borders may be drawn around the logo.
 <p><b>TRANSNET</b></p>	The logo should be displayed as a whole; not partially, as a section or detail thereof.	 <p><b>TRANSNET</b></p>	The compositional area of the logo may not be interfered with, defaced or creatively adapted in any form.
 <p><b>TRANSNET</b></p>	The logo may not be used as a drop shadow, slanted or skewed.	 <p><b>TRANSNET</b></p>	The logo may not incorporate a realistic drop shadow, such as the Photoshop drop shadow effect.
 <p><b>TRANSNET</b></p>	Copying from inferior reproductions is discouraged to avoid poor quality images that may compromise the integrity of the logo.	 <p><b>TRANSNET</b></p>	No rotation or skewing may be made to the logo.
 <p><b>TRANSNET</b></p>	The colours within the logo may not be swapped around or replaced.	 <p><b>TRANSNET</b></p>	Only specified colours may be used as a single colour application.
 <p><b>TRANSNET</b></p>	The positioning of the logo in relation to the logotype may not be changed.	 <p><b>TRANSNET</b></p>	The unique font type may not be changed.

In the interest of corporate brand conformity and consistency, there are certain prohibitions with regard to the application of the logo which need to be heeded.

**B IDENTIFICATION ELEMENTS**

**10 DOS AND DON'TS**  
Applying the Logo



The divisional descriptor may only be applied in the colour assigned to the division.



The position of the divisional descriptor may not be moved to a non-specified position.

In the interest of corporate brand conformity and consistency, there are certain prohibitions with regard to the application of the logo and its relationship to the descriptor or pay-off line, which need to be heeded.



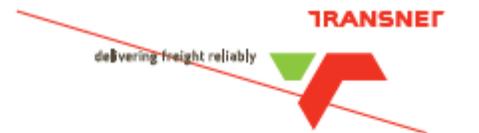
The size of the divisional descriptor in relation to the logo may not be altered.



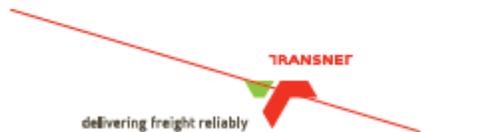
The font of the divisional descriptor may not be changed.



The colour of the pay-off line may not be changed.



The position of the pay-off line may not be moved to a non-specified position.



The size of the pay-off line in relation to the logo may not be altered.



The font of the pay-off line may not be changed.



## 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).

Section 5 of the Preferential Procurement Policy Framework Act provides that an organ of state must determine its preferential procurement policy and that it must implement it within a framework that provides for the following matters: the maximum preference points that may be allocated for the specific goals referred to 5.1 is, depending on the tender price, 10 points or 20 points; the specific goals identified in 5.1.1 may include 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. Transnet Preferential Procurement Policy (5.6) makes provision for the promotion of local production and content.

**Clause 5.6.2.6** states that the promotion of enterprises located in a specific province/region/municipal area including rural areas for work to be done or services to be rendered in that province/region/municipal area; **and Clause 5.6.2.7** promotes local content and local production.

- 1.2. Where necessary, for bids referred to in paragraph 1.1 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.
- 1.3. 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.
- 1.4. 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](http://www.thedti.gov.za/industrial_development/ip.jsp) at no cost.**

- 1.5. 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:

Description of services, works or goods

Stipulated minimum threshold

**Textile, Clothing, Leather, and Footwear**

**100%**

3. Does any portion of the services, works or goods offered have any imported content?

*(Tick applicable box)*

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

- 3.1. 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):

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

4. 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. TPT/2026/02/0078/1343/RFP – ICLM HQ 985/TPT**

**ISSUED BY:** TRANSNET SOC LTD

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/industrialdevelopment/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.

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

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

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

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

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

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





## Annex E

ESSENTIAL RETURNABLE DOCUMENT:  
FAILURE TO FULLY COMPLETE, DECLARE, SIGN & DATE THIS ANNEXURE E MAY RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED

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

(E1)	Tender No.	TPT/2026/02/0078/1343/RFP – ICLM HQ 985/TPT
(E2)	Tender description:	Provision of Personal Protective Equipment (PPE) for Transnet SOC Ltd (Reg. No 1990/000900/30) Operating as Transnet Port Terminals (hereinafter referred to as "TPT") at Saldanha Terminals for a period of thirty-six (36) months on an as and when required basis
(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>			

(E10)	<b>Manpower costs</b> (Tenderer's manpower cost)	
(E11)	<b>Factory overheads</b> (Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)	<b>Administration overheads and mark-up</b> (Marketing, insurance, financing, interest etc.)	
<b>(E13) Total local content</b>		

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

Signature of tenderer from Annex B

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

**PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE) FOR TRANSNET SOC LTD. (REG 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT SALDANHA TERMINALS FOR A PERIOD OF THIRTY-SIX (36) MONTHS ON AN AS AND WHEN REQUIRED BASIS**

**ANNEXURE F - PRICING SCHEDULE**

**Respondents are required to complete the table below:**

Shot text description	Long text Description	Size	unit of measure	price per item for year 1	price per item for year 2 (CPI)	price per item for year 3 (CPI)
Boots Knee; Gum Safety, (4), PVC	Boots, Knee, Type: Gum Safety Footwear, Material: Polyvinyl Chloride, Color: Black Features with Steel Toe Caps, Environmental Protection, Oil Protection, Calf Length. SANS 1320-1.  Store Stock PPE Item	4	Pair			
Boots Knee; Gum Safety, (4), PVC		5	Pair			
Boots Knee; Gum Safety, (4), PVC		6	Pair			
Boots Knee; Gum Safety, (4), PVC		7	Pair			
Boots Knee; Gum Safety, (4), PVC		8	Pair			
Boots Knee; Gum Safety, (4), PVC		9	Pair			
Boots Knee; Gum Safety, (4), PVC		10	Pair			
Boots Knee; Gum Safety, (4), PVC		11	Pair			
Boots Knee; Gum Safety, (4), PVC		12	Pair			

Boots Sfty; Male	Boots, Safety Footwear, Gender: Male, Toe Type: Steel Cap, Material: Smooth Grain Leather, Color: Black, Fastening Method: Shoelace, Sole Material: Dual Density, Special Features: Steel Midsole, Package Type: Box. SANS 20345  Standard PPE Item	4	Pair			
Boots Sfty; Male		5	Pair			
Boots Sfty; Male		6	Pair			
Boots Sfty; Male		7	Pair			
Boots Sfty; Male		8	Pair			
Boots Sfty; Male		9	Pair			
Boots Sfty; Male		10	Pair			
Boots Sfty; Male		11	Pair			
Boots Sfty; Male		12	Pair			
Boots Sfty; Female	Boots, Safety Footwear, Gender: Female, Toe Type: Steel Cap, Material: Smooth Grain Leather, Color: Black, Fastening Method: Shoelace, Sole Material: Dual Density, Special Features: Steel Midsole, Package Type: Box. SANS 20345  Standard PPE Item	3	Pair			
Boots Sfty; Female		4	Pair			
Boots Sfty; Female		5	Pair			
Boots Sfty; Female		6	Pair			
Boots Sfty; Female		7	Pair			
Boots Sfty; Female		8	Pair			
Boots Sfty; Female		9	Pair			
Boots Sfty; Female		10	Pair			

Boots Sfty; Male	Boots, Safety Footwear, Gender: Male, Toe Type: Steel Cap, Material: Smooth Grain Leather, Color: Black, Fastening Method: Shoelace, Sole Material: Dual Density, Special Features: Steel Midsole, Package Type: Box. SANS 20345  Standard PPE Item	4	Pair			
Boots Sfty; Male		5	Pair			
Boots Sfty; Male		6	Pair			
Boots Sfty; Male		7	Pair			
Boots Sfty; Male		8	Pair			
Boots Sfty; Male		9	Pair			
Boots Sfty; Male		10	Pair			
Boots Sfty; Male		11	Pair			
Boots Sfty; Male		12	Pair			
Boots Sfty; Female		Boots, Safety Footwear, Gender: Female, Toe Type: Steel Cap, Material: Smooth Grain Leather, Color: Black, Fastening Method: Shoelace, Sole Material: Dual Density, Special Features: Steel Midsole, Package Type: Box. SANS 20345  Standard PPE Item	3	Pair		
Boots Sfty; Female	4		Pair			
Boots Sfty; Female	5		Pair			
Boots Sfty; Female	6		Pair			
Boots Sfty; Female	7		Pair			
Boots Sfty; Female	8		Pair			
Boots Sfty; Female	9		Pair			
Boots Sfty; Female	10		Pair			

Shoes Sfty; Male	Safety Footwear, Gender: Male, Toe Type: Steel Cap, Material: Nubuck Leather, Color: Black/Brown, Fastening Method: Lace Free, Sole Material: Dual Density, Special Features: Steel Midsole, Package Type: Box. SANS 20345  Standard PPE Item	4	Pair			
Shoes Sfty; Male		5	Pair			
Shoes Sfty; Male		6	Pair			
Shoes Sfty; Male		7	Pair			
Shoes Sfty; Male		8	Pair			
Shoes Sfty; Male		9	Pair			
Shoes Sfty; Male		10	Pair			
Shoes Sfty; Male		11	Pair			
Shoes Sfty; Male		12	Pair			
Shoes Sfty; Female		Safety Footwear, Gender: Female, Toe Type: Steel Cap, Material: Nubuck Leather, Color: Black/Brown, Fastening Method: Lace Free, Sole Material: Dual Density, Special Features: Steel Midsole, Package Type: Box. SANS 20345  Standard PPE Item	3	Pair		
Shoes Sfty; Female	4		Pair			
Shoes Sfty; Female	5		Pair			
Shoes Sfty; Female	6		Pair			
Shoes Sfty; Female	7		Pair			
Shoes Sfty; Female	8		Pair			
Shoes Sfty; Female	9		Pair			
Shoes Sfty; Female	10		Pair			

Socks	No Closure, Midweight Boot Protection and Support for all Season Wear, Non-Binding Top Prevents Restriction and Provides Ultimate Comfort; Smooth Toe Seam Reduces Irritation and Bulk for Sensitive Feet	One size fit all	Pair			
	Antistatic Antibacterial Socks Calf Length Grey  Standard PPE Item	S	Pair			
		M	Pair			
		L	Pair			
Thermal Jacket Unisex	D59; 320 GSM, Jacket Utility Type: Acid Resistant, 100% Cotton, Gender: Unisex, Color: Blue, Jacket Material: Cotton Drill Features with Reflective Strips, Package Type: Plastic Bag, Transnet Port Terminal Logo on Front Pocket Embroidered in White. SANS 13974. Inner shall be lined and 100% cotton.  Standard PPE Item	77 cm	Each			
		82 cm	Each			
		87 cm	Each			
		92 cm	Each			
		97 cm	Each			
		102 cm	Each			
		107 cm	Each			
		112 cm	Each			
		117 cm	Each			
		122 cm	Each			
		127 cm	Each			
		132 cm	Each			
		137 cm	Each			
		142 cm	Each			
147 cm	Each					
Thermal Pants Men's	Thermal Pants "Inner shall be Lined and 100% Cotton". Overall, 2 Piece Overall - Pants (Conti Suits), Material Composition: 100% Cotton; Fabric: CJ54; Quality Standard: SABS (Fabric), Colour: Navy Blue, Branding: 50mm Reflective Strips Below Knees Both Legs, Mass: 220 – 240 GSM, 2 Hunters Pockets and a Single Hip Pocket.  NB: Overall must be triple stitched and bar tacked at	S	Each			
		M	Each			
		L	Each			
		XL	Each			
		2XL	Each			
		3XL	Each			
		4XL	Each			

	all stress points for strength. Price must include reflective. SANS 434	5XL	Each				
	Standard PPE Item	6XL	Each				
		7XL	Each				
		8XL	Each				
Thermal Pants Ladies		Thermal Pants "Inner shall be Lined and 100% Cotton". Overall, 2 Piece Overall - Pants (Conti Suits), Material Composition: 100% Cotton; Fabric: CJ54; Quality Standard: SABS (Fabric), Colour: Navy Blue, Branding: 50mm Reflective Strips Below Knees Both Legs, Mass: 220 – 240 GSM, 2 Hunters Pockets and a Single Hip Pocket.  NB: Overall must be triple stitched and bar tacked at all stress points for strength. Price must include reflective. SANS 434  Standard PPE Item	S	Each			
	M		Each				
	L		Each				
	XL		Each				
	2XL		Each				
	3XL		Each				
	4XL		Each				
	5XL		Each				
	6XL		Each				
	7XL		Each				
	8XL	Each					
Safety Wear Men's 2 Piece Overall	Overall, 2 Piece Overall - Pants (Conti Suits), Material Composition: 100% Cotton; Fabric: CJ54 Quality Standard: SABS (Fabric), Colour: Navy Blue, Branding: 50mm Reflective Strips below Knees Both Legs, Mass: 220 – 240 GSM, 2 Hunters Pockets and a Single Hip Pocket.  NB: Overall must be triple stitched and bar tacked at all stress points for strength. Price must include reflective. SANS 434.  Standard PPE Item	S	Each				
		M	Each				
		L	Each				
		XL	Each				
		2XL	Each				
		3XL	Each				
		4XL	Each				
		5XL	Each				
		6XL	Each				
		7XL	Each				
	8XL	Each					
		Overall, 2 Piece Overall – Jacket (Conti Suits), Material Composition: 100% Cotton; Fabric: CJ54. Quality Standard: SABS (Fabric), Colour: Navy Blue, Branding: TPT Logo Embroidered in Front above the Left Breast Pocket in White (Jacket) and TPT Logo Printed Large in White at the Back of the Jacket, Reflective: 50mm	S	Each			
			M	Each			
			L	Each			
	XL		Each				
		2XL	Each				
		3XL	Each				

	Reflective Strips around Bicep and around the Waist below Chest Pocket, 2 Skirt Pockets, Mass: 220 - 240 GSM, Workwear Finish, Long Sleeve.  NB: Overall must be triple stitched and bar tacked at all stress points for strength. Price must include branding and reflective. SANS 434.	4XL	Each				
		5XL	Each				
		6XL	Each				
		7XL	Each				
		8XL	Each				
	Standard PPE Item						
Safety Wear Men's 2 Piece Overall	Overall, 2 Piece Overall - Pants (Conti Suits), Material Composition: 100% Cotton; Fabric: D59, Acid and Fire Retardant; Quality Standard: SABS (Fabric), Colour: Navy Blue, Branding: 50mm Reflective Strips below Knees Both Legs, Mass: 300 GSM, 2 Hunters Pockets and a Single Hip Pocket.  NB: Overall must be triple stitched and bar tacked at all stress points for strength. Price must include reflective. SANS 434.	S	Each				
		M	Each				
		L	Each				
		XL	Each				
		2XL	Each				
		3XL	Each				
		4XL	Each				
		5XL	Each				
		6XL	Each				
		Standard PPE Item					
	Overall, 2 Piece Overall – Jacket (Conti Suits), Material Composition: 100% Cotton; Fabric: D59, Acid and Fire Retardant; Quality Standard: SABS (Fabric), Colour: Navy Blue, Branding: TPT Logo Embroidered in 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 Bicep and 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 points for strength. Price must include branding and reflective. SANS 434.	S	Each				
		M	Each				
		L	Each				
		XL	Each				
		2XL	Each				
		3XL	Each				
		4XL	Each				
		5XL	Each				
		6XL	Each				
	Standard PPE Item						
Safety Wear Ladies 2 Piece Overall	Overall, 2 Piece Overall - Pants (Conti Suits), Material	S	Each				
		M	Each				

	<p>Composition: 100% Cotton; Fabric: CJ54, Acid and Fire Retardant; Quality Standard: SABS (Fabric), Colour: Navy Blue; 50mm Reflective Strips, Mass: 220 – 240 GSM, Workwear Finish.</p> <p>NB: Overall must be triple stitched and bar tacked at all stress points for strength. Price must include reflective. SANS 434</p> <p>Standard PPE Item</p>	L	Each			
		XL	Each			
		2XL	Each			
		3XL	Each			
		4XL	Each			
		5XL	Each			
		6XL	Each			
		7XL	Each			
	<p>Overall, 2 Piece Overall – Jacket (Conti Suits), Material Composition: 100% Cotton; Fabric: CJ54, Acid and Fire Retardant; Quality Standard: SABS (Fabric), Colour: Navy Blue, Branding: TPT Logo Embroidered in 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 Bicep and around the Waist Below Chest Pocket, 2 Skirt Pockets, Mass: 220 - 240 GSM, Workwear Finish, Long Sleeve.</p> <p>NB: Overall must be triple stitched and bar tacked at all stress points for strength. Price must include branding and reflective. SANS 434</p> <p>Standard PPE Item</p>	8XL	Each			
		S	Each			
		M	Each			
		L	Each			
		XL	Each			
		2XL	Each			
		3XL	Each			
		4XL	Each			
<p>Safety Wear Ladies 2 Piece Overall</p> <p>Overall, 2 Piece Overall - Pants (Conti Suits), Material Composition: 100% Cotton; Fabric: D59; Quality Standard: SABS (Fabric), Colour: Navy Blue 50mm Reflective Strips, Mass: 300 GSM, Workwear Finish.</p> <p>NB: Overall must be triple stitched and bar tacked at all stress points for strength. Price must include reflective. SANS 434.</p> <p>Standard PPE Item</p>	5XL	Each				
	6XL	Each				
	7XL	Each				
	8XL	Each				
	S	Each				
	M	Each				
	L	Each				
	XL	Each				
	2XL	Each				
	3XL	Each				

	Overall, 2 Piece Overall – Jacket (Conti Suits), Material Composition: 100% Cotton; Fabric: D59; Quality Standard: Sabs (Fabric), Colour: Navy Blue, Branding: TPT Logo Embroidered in 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 Bicep and 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 points for strength. Price must include branding and reflective. SANS 434.	M	Each			
		L	Each			
		XL	Each			
		2XL	Each			
		3XL	Each			
		4XL	Each			
		5XL	Each			
		6XL	Each			
		7XL	Each			
		8XL	Each			
Standard PPE Ite						
Overalls	Heat Resistant Overalls (Splash Proof) Flame Retarded, SABS 434, SABS 1387-4, SABS 1423 Part 1: 1987  Store Stock PPE Item	S	Each			
		M	Each			
		L	Each			
		XL	Each			
		2XL	Each			
		3XL	Each			
		4XL	Each			
		5XL	Each			
		6XL	Each			
		7XL	Each			
	8XL	Each				
	4515 Coverall White Type 5/6, Light Liquid Splashes, Hazardous Dust – 4515, ISO 13982-1:2004  Store Stock PPE Item	S	Each			
		M	Each			
		L	Each			
		XL	Each			
		2XL	Each			
		3XL	Each			
		4XL	Each			
5XL		Each				
6XL	Each					
7XL	Each					

		8XL	Each			
	Kleengard A40, Disposable Coverall, Liquid and Dust Resistant, ISO 13982-1:2004  Store Stock PPE Item	S	Each			
		M	Each			
		L	Each			
		XL	Each			
		2XL	Each			
		3XL	Each			
		4XL	Each			
		5XL	Each			
		6XL	Each			
		7XL	Each			
		8XL	Each			
Vest	Vest, Reflective, Removable Sleeves Yellow & Orange 2 Tone Waistcoat with Reflective Tape Plastic Name Tag Pocket on Breast Zip Fastening Press Stud Pockets.  TPT Logo on Breast and Back, SANS 50471. Zipp Fastener shall comply with SANS 1822  Standard PPE Item	S	Each			
		M	Each			
		L	Each			
		XL	Each			
		2XL	Each			
		3XL	Each			
		4XL	Each			
		5XL	Each			
		6XL	Each			
	7XL	Each				
	Vest, Reflective, Removable Sleeves Yellow & Orange 2 Tone Waistcoat with Reflective Tape Plastic Name Tag Pocket on Breast Zip Fastening (With Zip Protectors) Press Stud Pockets.  TPT Logo On Breast and Back, SANS 50471. Zipp Fastener shall comply with SANS 1822.  Standard PPE Item	S	Each			
		M	Each			
		L	Each			
		XL	Each			
		2XL	Each			
		3XL	Each			
		4XL	Each			
		5XL	Each			
6XL		Each				
7XL	Each					
		S	Each			

T-Shirt Navy Blue (Men)	T-Shirt Navy Blue Reflectors: Chest and Arms. Ladies and Men's cuts must be different. TPT Logo on Breast.  All Logos and Branding must be in line with TPT and subject to communications approval. All Shirts must be of T006 Satin Weave, 100% Cotton Fabric treated with a Flame Retardant Finish that complies with SANS 1432-1, Stitching to comply with SANS 10101, Thread 1362.  Standard PPE Item	M	Each			
		L	Each			
		XL	Each			
		2XL	Each			
		3XL	Each			
		4XL	Each			
		5XL	Each			
		6XL	Each			
		7XL	Each			
T-Shirt Navy Blue (Ladies)	T-Shirt Navy Blue Reflectors: Chest and Arms. Ladies and Men's Cuts must be Different. TPT Logo on Breast  All Logos and Branding must be in Line with TPT and subject to communications approval. All Shirts must be of T006 Satin Weave, 100% Cotton Fabric treated with a Flame Retardant Finish that complies with SANS 1432-1, Stitching to comply with SANS 10101, Thread 1362.  Standard PPE Item	S	Each			
		M	Each			
		L	Each			
		XL	Each			
		2XL	Each			
		3XL	Each			
		4XL	Each			
		5XL	Each			
		6XL	Each			
The Classic 100% Cotton Women's Golfer	Made from 100% Cotton to keep you cool and comfortable all day, our Classic 100% Cotton Women's Golfers serve as the perfect go-to garment that works on any occasion.  T-Shirt Navy Blue Ladies and Men's Cuts must be different. TPT Logo On Breast  All Logos and branding must be in line with TPT and subject to communications.  Fabric: 100% Cotton Pique Knit, Weight: 220gm <sup>2</sup>	S	Each			
		M	Each			
		L	Each			
		XL	Each			
		2XL	Each			
		3XL	Each			
		4XL	Each			
		5XL	Each			

	<p>Details:</p> <ul style="list-style-type: none"> <li>• Semi-Fitted</li> <li>• Side Slits with Bar Tacks</li> <li>• Specialised and Narrow Placket</li> </ul>					
The Classic 100% Cotton Men’s Golfer	<p>Made From 100% Cotton to keep you cool and comfortable all day, our classic 100% cotton golfers serve as the perfect go-to garment that works on any occasion.</p> <p>T-Shirt Navy Blue Ladies and Men’s Cuts must be different. TPT Logo on Breast</p> <p>All Logos and branding must be in line with TPT and subject to communications approval.</p> <p>Fabric: 100% Cotton Pique Knit</p> <p>Weight: 220gm</p> <p>Details: Ribbed Collar Engineered for Colour Fastness &amp; Durability.</p> <ul style="list-style-type: none"> <li>• Regular Fit for Comfort</li> <li>• Top Stitching on the Arm Holes &amp; Shoulder Seams</li> <li>• Specialised Placket</li> </ul>	S	Each			
		M	Each			
		L	Each			
		XL	Each			
		2XL	Each			
		3XL	Each			
		4XL	Each			
		5XL	Each			
		6XL	Each			
Safety Wear (Suit)	<p>Suit, Wet Weather, Garment, Design Type: Two Piece, Color: Navy, Material: Oxford Nylon 200g, Gender: Unisex, Closure Method: Double Open End Slide Fastener with Double Storm Flap &amp; Press Studs Features. Transnet Logo on Left Breast Pocket, Cuff Type: Adjustable Velcro Leg Bottom Type, Adjustable Velcro, Specification SANS 50471 and EN 471. Package Type: PVC Draw String Bag, Thermal, Waterproof, 190g Wadding Quilted Lining, Sealed Seams, Jacket with Removable Hood with a just able Reflective Strip and Draw Cord. 2 Hip &amp; 1 Breast Pockets with Velcro Closing. Standard Visible / Reflective Tape on Jacket and Trousers. Trousers Elasticized Waist with Draw Cord.</p>	S (87-92)	Each			
		M (97-102)	Each			
		L (107-112)	Each			
		XL (117-122)	Each			
		2XL (127-132)	Each			
		3XL (137-142)	Each			
		4XL (147-152)	Each			
		5XL (157-162)	Each			
		6XL (167-172)	Each			

	Store Stock PPE Item					
Balaclava	Balaclava, Type: Open Face, Commercial Size: One Size Fits All, Material: Acrylic/Cotton Blend, Color: Black, Special Features: Extreme Cold Weather.	One size fit all	Each			
	Store Stock PPE Item					
Beanie	Hat, Utility, Type: Beanie, Style: Knitted, Commercial Size: One Size Fits All, Color: Royal Blue, Material: New Wool and Nylon, Special Features: Tubular or Seamed at the Centre Back, at Top Edge Fitted with an Embroidered Emblem of the Transnet Ports Terminals on the Front, Package Type: Plastic Envelope.	One size fit all	Each			
	Store Stock PPE Item					
Thermal Long Sleeve Vest	Thermal Long Sleeve Vest, Navy Blue, Long Sleeve Vest with Cuffs on Legs and Elasticated Waistband, 220g Double Knit Interlock, 100% Cotton.  Ladies and Men’s cuts must be different.	S	Each			
		M	Each			
		L	Each			
		XL	Each			
		2XL	Each			
		3XL	Each			
		4XL	Each			
		5XL	Each			
		6XL	Each			
		7XL	Each			
Thermal Long John Pants	Thermal Long John Pants, Navy Blue; Long Johns with Cuffs on Legs and Elasticated Waistband: 220g Double Knit Interlock, 100% Cotton.  Ladies and Men’s cuts must be different.	S	Each			
		M	Each			
		L	Each			
		XL	Each			
		2XL	Each			
		3XL	Each			
		4XL	Each			
		5XL	Each			
		6XL	Each			

		7XL	Each				
		8XL	Each				
Freezer Jacket	Freezer Jacket, Navy Blue, 100% Polyester Oxford Fabric Outer, 140g, Hood with Draw Cord, Insulated, Padded Jacket with Elasticated Cuffs, Two Front Hem Pockets with One Chest Pocket, Invisible Zip on Chest For Embroidery Access, Bar-Tacking on all Pressure Points, Fully Quilted Inner Lining, Water-Resistant Outer, Reflective Tape added on Front, Back and Sleeves for added Visibility, Heavy-Weight Padding.	S	Each				
		M	Each				
		L	Each				
		XL	Each				
		2XL	Each				
		3XL	Each				
		4XL	Each				
		5XL	Each				
		6XL	Each				
		7XL	Each				
		8XL	Each				
	Jacket, Cold Weather, Type: Freezer, Commercial Size: Medium, Jacket Material: 210d Nylon Outer, Colour: Two Tone, Special Features: Waterproof, Thermoguard Padding, Comfortex Lining, Hip Pocket with Monza Flaps, Chunky Nylon Zip Closure, Elasticated Cuffs, Furnished Items: Fixed Hood, 50mm Silver Reflective Tape, Package Type: Plastic Bag, Embroidered TPT Logo	S	Each				
		M	Each				
		L	Each				
		XL	Each				
		2XL	Each				
		3XL	Each				
		4XL	Each				
Safety Wear Overall Men's 2 Piece (Flame Resistant)	Coveralls, Safety, Industrial, Type: Heat Resistant, Garment Type: Splash Proof, Special Features: Flame Retarded, SABS 434, SABS 1387-4, SABS 1423 Part 1: 1987	S	Each				
		M	Each				
		L	Each				
		XL	Each				
		2XL	Each				
		3XL	Each				
		4XL	Each				
		5XL	Each				
6XL	Each						

		7XL	Each			
		8XL	Each			
Safety Wear Overall Ladies 2 Piece (Flame Resistant)	Coveralls, Safety, Industrial, Type: Heat Resistant, Garment Type: Splash Proof, Special Features: Flame Retarded, SABS 434, SABS 1387-4, SABS 1423 Part 1: 1987	S	Each			
		M	Each			
		L	Each			
		XL	Each			
		2XL	Each			
		3XL	Each			
		4XL	Each			
		5XL	Each			
		6XL	Each			
		7XL	Each			
		8XL	Each			
Helmet	Helmet, Safety, Type V- Gard Peak, Size Height and Circumference Adjustable to Size, Color White, Material Plastic, Features Snug Fit Suspension Liner, Specification Number. SANS 1397 Type A  Standard PPE Item	One size fit all	Each			
	Helmet, Safety, Size: 50-64 cm, Color: White, Material: ABS Plastic Lightweight, Package Type Plastic Bag, Specification: SANS 1397:2003; EN: 1995. Rigidity and Protection. Contoured Rain Channel. High Dielectric Strength / Electrical Insulation. One Handed Ratchet Adjustable Shock Absorbing Suspension. 4 Point Lightweight Lining with Soft Absorbent Crown and Sweatband. Advanced Perma sweat Breathable 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. SANS 1397:2003 and EN 397:1995  Standard PPE Item	One size fit all	Each			

	<p>Helmet, Welder's, Type: Auto Dark, Material: Thermoplastic, Color: Black, Size: One Size Fits All, Features: Locking Ratchet Adjustment for Headgear, Fixed Front. Height Adjustment on Crown for Individual Fit &amp; Comfort. Adjusting Side Tilt Nuts, Allow for Multiple Adjustment Pressure. EN 379</p> <p>Store Stock PPE Item</p>	One size fit all	Each			
	<p>Protector First Base Safety Bump Cap, One Size Fits All. EN182</p> <p>Store Stock PPE Item</p>	One size fit all	Each			
Safety Belt	<p>Belt, Safety, Industrial Type: Kidney Dimensions Belt, Material: Leather Finish Black, Special Features: Velcro, Fastening Package Type: Plastic Bag, Size: Small Adjustable. SANS 50358</p> <p>Store Stock PPE Item</p>	S	Each			
		M	Each			
		L	Each			
		XL	Each			
		2XL	Each			
<p>Glove, Safety, M, Lg 30cm, Chrome Leather, LH</p> <p>Glove, Safety, M, Lg 30cm, Chrome Leather, RH</p>	<p>Glove, Type: Safety, Size: Medium, Length: 30cm, Material: Chrome Leather; P/N: Unknown Specification: SABS 316/Latest, Gauntlet 1.5mm Thick Unlined. Palm and Fingers Full Grain with Back Hand and Cuff Split. Figure 1(A) Marking: in addition to Clause 7.2.1 and 7.2.2 of SABS 316, Item Number 35/201043. SANS Specification 1228.</p> <p>Store Stock PPE Item</p>	8-12	Pair			
<p>Glove, Safety, L, Lg 40cm, Chrome Leather, LH</p> <p>Glove, Safety, L, Lg 40cm, Chrome Leather, RH</p>	<p>Glove, Type: Safety, Size: Large, Length: 40cm, Material: Chrome Leather, Specification: SABS 316/Latest, Gauntlet 1.5mm Thick, Partly Lined with Cotton Cloth, Figure 1 (B) Marking: in addition, SANS Specification 1228.</p> <p>Store Stock PPE Item</p>	8-12	Pair			

<p>Gloves, Rubber, Autopsy</p>	<p>Gloves, Surgeons, Approved Item Name Gloves, Rubber, Autopsy Equipment Used on for use when spraying with and Handling Epoxy Tar. Stores Description Size 9 (Autopsy Glove), Natural Rubber-Solution-Dipped with Rolled Wrist and Smooth Finish. SANS 11193-1, SANS Specification 1228.</p> <p>Store Stock PPE Item</p>	<p>8-12</p>	<p>Pair</p>			
<p>Glove, Rubber, Chemical Protective</p>	<p>Gloves, Rubber, Chemical Protective Specification Number SABS 416/Latest Type 2, Natural Rubber Unreinforced, Chemical Resistant, Wrist Length with Overall Length of Glove 270mm Marking: In addition to Clause 4.2.1 and 4.2.2 of SABS 416, SANS Specification 1228.</p>	<p>8-12</p>	<p>Pair</p>			
<p>Hand Protection</p>	<p>Gloves, Utility, Type: Safety Male, Material: Acrylic 50, Cotton 50 Pct, Clean Grip or Equal, Polyvinyl Chloride Dotted Coating No Seams, Closely Knitted Shell Reversible and Launderable. SANS Specification 1228.</p> <p>Store Stock PPE Item</p>	<p>8-12</p>	<p>Pair</p>			
	<p>Gloves, Utility, Type: Safety, Size: Small, Material: Chrome Leather, Color: Light Gray, Gender: Unisex, Features: Reinforced Double Palm and Cotton Back. SABS Material, SANS Specification 1228.</p> <p>Store Stock PPE Item</p>	<p>S</p>	<p>Pair</p>			
		<p>M</p>	<p>Pair</p>			
		<p>L</p>	<p>Pair</p>			
		<p>XL</p>	<p>Pair</p>			
	<p>Store Stock PPE Item</p>					
	<p>Gloves, Utility, Type: Safety, Material: Polymide, Color: Dark Grey, Gender: Unisex, Features: Nitrile Coating, Curved Fingers and Contoured Palm, Elastic Knitted Wrist. SANS Specification 1228.</p> <p>Store Stock PPE Item</p>	<p>S</p>	<p>Pair</p>			
		<p>M</p>	<p>Pair</p>			
		<p>L</p>	<p>Pair</p>			
		<p>XL</p>	<p>Pair</p>			
<p>Store Stock PPE Item</p>						
<p>Latex/Rubber, Coated Knitted Cotton Liner Glove. SANS</p>	<p>S</p>	<p>Pair</p>				
	<p>M</p>	<p>Pair</p>				

	Specification 1228.	L	Pair			
		XL	Pair			
	Store Stock PPE Item					
	Woolen Gloves, SABS Specification, SANS Specification 1228.	S	Pair			
		M	Pair			
		L	Pair			
		XL	Pair			
	Store Stock PPE Item					
	Impact Cut Level 5 Glove, Molded TPR Armor for Impact Protection, Pinch Injury Prevention, and Blow Deflection, SANS Specification 1228. Finger TPR extends to Fingertips; Sewn on for Maximum Durability and Wear Armor "Flex Zones" for High Dexterity. Abrasion Resistant Sandy Foam Nitrile Dipped Palm with Reinforced Thumb Saddle provides exceptional Grip in Water, Grease and Oil. Hi-Vis Orange for Hand Signaling 13-Gauge High Performance Polyethylene (HPPE) Seamless Knit Construction Delivers EN Level 5 Cut Protection, Level 3 Puncture Protection and Excellent Durability Color-Coded Cuff Denotes Glove Sizing Patented Design.	S	Pair			
		M	Pair			
		L	Pair			
		XL	Pair			
Store Stock PPE Item						
Hearing Protection	311-1250, E-A-Rsoft Yellow Neons Corded, SNR 36DB. SANS 10083.	Standard Size	Box			
	Store Stock PPE Item					
	312-1250 E-A-Rsoft Yellow Neons Uncorded, SNR 36DB. SANS 10083.	Standard Size	Box			
	Store Stock PPE Item					
	310-1001 Classic Plug (Pillow Pack), SNR 28DB. SANS 10083.	Standard Size	Box			

	Store Stock PPE Item					
Heavy Duty PVC Apron	00 Gram PVC Apron, Superior Splash Protection and Resistance to Chemicals Fats, Grease, Oils, Punctures and Abrasions.	One size fit all	Box			
Eye Protection	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 & integrated side shield. Extended cheek & brow Protection. To supply with lanyard item 3520366, (SANS 1404-1993) EN 166 and No.15 code: 35/202174.  Store stock PPE item	One size fit all	Each			
	Goggles, industrial, type: brazing and cutting, Lens material: polycarbonate, Lens color: clear, features: anti fog lens and UV protection, package type: plastic envelope, reference horizontal and vertical adjustable temples and integrated side shields. Extended cheek and brow protection. Supplied with lanyard item 35203600, (SANS 1404-1993) EN 166.  Store stock PPE item	One size fit all	Each			
	Goggles, industrial, type: chemical resistant, Lens Material: acetate, Lens color: clear, features: anti-fog, Package type: plastic envelope, splash impact resistant, indirect vent. SANS 1400.  Store stock PPE item	One size fit all	Each			
	Goggles, industrial, type: dust protection, Lens material: plastic, Lens color: clear, features: anti fog, dust, Package type: plastic envelope, low profile goggle with foam insert and indirect venting, especially designed for areas with dust, strong, comfortable headband. SANS 1400.	One size fit all	Each			

	Store stock PPE item					
Hood Sandblasting	Hood, Abrasive Cleaning, Type: Sandblasting, Material: Rubber/Plastic/Brass/Steel, Color: Blue/Grey, Equipment used on Sandblasting, Grit blasting to consist of a Fiberglass Shell with integrated Air Channel for free Air Flow Across Top of Shell and Over Window, Fitted with adjustable Nylon Headgear and covered with a One-Piece Moulded Rubber Hood extending below the Belt and Fitted with a Hinged Window consisting of a Pexiglass Lens and a Brass Mesh Cover Lens with easily removable fastenings, for easy lens replacement and/or cleaning. The adjustable air flow valve is to be mounted on a Leather Belt at least 38mm wide and fitted with a quick release air coupling. SANS 54594.  Store Stock PPE Item	One size fit all	Each			
Watch Protectors	Watch Protectors Bands, Elasticized (No SANS)  Store Stock PPE Item	One size fit all	Each			
Sun Visors for Hard Hats	Sun Visors for Hard Hats. Inside Diameter 740mm, 100% Cotton Fabric in accordance with SANS 1387-4, Material Type: D59 and Flame Retardant. Neck Protector Attached.  Store Stock PPE Item	One size fit all	Each			
Strap	Strap, Chin, Helmet, 4 Point Webbing Chin Strap Nik/04c, Velcro Fastening, Red or Orange, Chin-up optional extra. SABS 142  Store Stock PPE Item	Standard Size	Each			
	Strap Chin, Type: Elasticized, Material: Nylon, Dimensions: Wd 1.9 X Lg 40cm, Special Features: Two Plastic/Polythene Locating Hooks, Standard: SABS142 Type EB 18, Adjustable with Non-Slip Buckle & Two	Standard Size	Each			

	Plastic/Polythene Locating Hooks, One Stitched to one end and other hook in. SABS 142 Type EB 18.  Store Stock PPE Item					
Air Filtering	Mask, Air Filtering, Type: Disposable with Valve, Media for which Designed Dust, Fastening Method: Two Elastic Head Bands, Mask Material: Polyurethane Foam, Size: One Size Fit All, Filter Material: Polyurethane Foam, Package Type: Box of 15. Specification EN 149 / Latest FFP2S, Foldable.  Store Stock PPE Item	Standard Size	Each			
	Respirator, Air Filtering, Type: Welding, Media for which designed Welding Fumes, Filter Material: Polyisoprene/Cotton Fibre, Dimensions: One Size Fits All, Specification: EN 149:2001, Standard: FFP 2, Catalogue: Disposable, Half Mask with Face Seal Gasket. Aluminium Nose Clip. EN 149.  Store Stock PPE Item	Standard Size	Each			
	Mask, Respirator, Half Face, Design Type: Air/Dust Filtering, Size: One Size Fits All, Mask Material: Thermoplastic Rubber, Tube Material: Silicon, BS. EN 143.  Store Stock PPE Item	Standard Size	Each			
	Cartridge, Respirator, Air Filtering, Type: Half Mask, Media for Which Designed Organic Vapor, Design: Round, Colour Code: Orange/White, Standard: EN 141 Class A2, Filter Type: 3 and of Activated Carbon Gas Filter, Weight: 300gram, Flow Resistance<2.2m/Bar@301/Min, Pepper spray included, Filter Combination A2P3. EN 143.	Standard Size	Each			

	Store Stock PPE Item					
	Mask, Air Filtering, Type: Disposable, Media for which designed Electrostatically Charged Filter, Fastening Method: Two Elastic Head Bands, Mask Material: Filtering Fibre, Size: One Size Fit All, Filter Material: Particulates, Package Type: Box Of 20 for Protection against Silica and Asbestos Dust. The Width of the Harness Straps to be at least 8mm. SANS 1866.	Standard Size	Each			
	Store Stock PPE Item					
	Provide Protection against Solid and Liquid Aerosols and Smoke containing the following Materials such as: Asbestos, Calcium Carbonate, China Clay, Cement, Cellulose, Sulphur, Cotton, Flour, Carbon, Ferrous Metals, Hardwood, Silicon, Plastic, Vegetable Oils and Mineral Oils, Copper, Aluminium, Bacteria, Fungi, Mould Spores and Mycobacterium Tuberculosis (T.B.), Chromium, Manganese, Lead Paint, Nickel, Platinum, Strychnine, Metal Dust and Smoke. SANS EN 149.	Standard Size	Each			
	Store Stock PPE Item					
Pads Knee	Pads, Knee, Industrial, Type: Protector, Design Type: 1 Piece, Dimensions: Lg 230 X Width 250mm, Material: Polyvinyl Chloride, Color: Orange, attachment method adjustable Elasticated Strap, Special Features: Left/Right Knee, Pre-Formed Plastic, Swivel Type, Overall Length: 230mm. Curved Width 250mm, Bottom Parts Complete with Rubber Foam Insert. SANS 0366	Standard Size	Pair			
	Store Stock PPE Item					
	Pads, Knee, Industrial, Type: Heavy Duty, Dimensions: Wd 135 X Lg 155mm, Material: Polyvinyl Chloride and Eva Rubber, Color: Black, Attachment Method: Adjustable Elasticated Strap, Special Features: Moulded. SANS 0366	Standard Size	Pair			

	Store Stock PPE Item					
Safety Lanyard	Lanyard, Safety, Industrial, Type: Webbing Double Lanyard, Dimensions: L X 1.75m, Material: Tubular Webbing, Hook Material: Aluminium, Connection Pylon Hook, Color: Olive Green; Specification: EN 50354, 50355, & 362, T-Pack Shock Absorber, Lanyard to be adjustable, 24 Kilo Newton Aluminium Screw-Gate Karbiner, 25 Millimeter Tibular Webbing C/W Coated Buckles.	Standard Size	Each			
	Store Stock PPE Item					
Safety Harness	Double Lanyard Harness, Shock Absorber Snap Hook, SABS approved.	Standard Size	Each			
Rope	Kit, Type: Fall Arrest, Application Rescue, Special Features: Petzl Gemini Pully System, Package Type: Equipment Bag with Slide Fastener, Ascending Device, 0.5 M X 11mm Rope with 1/4 Turn Karadiner. 2 Meter Telescopic Pole, Non-Conductive and Complete with Frog Attachment, 2 X 1.5 Meter Round Webbing Slings, Safety Knife. Kit must Include Ropes, 50m Item 35205813, 100m Item 35205825, 150m Item 35205837 & 200m Item 35205849. SANS 50363	Standard Size	Each			
	Store Stock PPE Item					
	Rope, Type: Low Stretch, Dimensions: 11 Millimeter X 12.5 Meter Reach Per 50m, Material: Nylon, Structure: Kermantle Strength Safe, Working Load: 2200 kg, for use on Fall Arrest Rescue Kit (Fark). SANS 50363	50m	Each			
		100m	Each			
		150m	Each			
		200m	Each			
	Store Stock PPE Item					
Sun Protection	Skin Protective Compound, Chemical Barrier, Ultra Specification Number Pharmaceuticals Barrier Cream to Protect the Skin Against UV Light During Exposure, e.g., Welding Processes and Direct Sunlight. Cream must	Standard Size	Each			

	include Mosquito Repellant used on Hands, Face, Body of Workmen. SPF 50 minimum to comply with SANS 1282 and 1557, Water Resistant.  Store Stock PPE Item					
Life Jackets	<p><b>150N Life Jacket Compliancy</b></p> <p>Underscoring its commitment to quality and safety, the life jacket is fully compliant with the latest European standards for 150N life jackets, ISO 12402-3. The use of certified raw materials, in accordance with ISO 12402- 7 and ISO 12402-8, further guarantees the jacket’s strength, durability, and overall quality.</p> <p>In summary, the Lalizas 150N life jacket seamlessly combines innovative design, meticulous craftsmanship, and adherence to rigorous safety standards to create a reliable and versatile companion for water enthusiasts of all ages. Its adaptability, advanced features, and commitment to quality make it an indispensable asset for anyone venturing into aquatic environments. 90kg, &gt;150N.</p>	S	Each			
		M	Each			
		L	Each			
		XL	Each			
		2XL	Each			
		3XL	Each			
NOTE: Pricing schedule to be fully completed or the bidder will be disqualified and the mark-up percentage for Year 2 and Year 3 should be guided CPI	<b>TOTAL EXCLUDING VAT</b>					
	<b>VAT AT 15%</b>					
	<b>TOTAL INCLUDING VAT</b>					

TRANSNET PORT TERMINALS

TPT/2026/02/0078/1343/RFP – ICLM HQ 985/TPT

PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE) FOR TRANSNET SOC LTD. (REG 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT SALDANHA TERMINALS FOR A PERIOD OF THIRTY-SIX (36) MONTHS ON AN AS AND WHEN REQUIRED BASIS

**Company Stamp / Signature of company representative**

**PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE) FOR TRANSNET SOC LTD. (REG 1990/000900/30) OPERATING AS  
TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT SALDANHA TERMINALS FOR A PERIOD OF THIRTY-SIX (36)  
MONTHS ON AN AS AND WHEN REQUIRED BASIS.**

**TECHNICAL EVALUATION CRITERIA**

Evaluation Criteria	Scoring Guideline	Returnable Schedules	Weighting
<b>Eligibility Criteria</b>			
<p><b>Quality Requirements:</b> For quality assurance in the bidder's PPE manufacturing processes, the bidder must submit one of the following documents depending on the type of enterprise that the bidder operates in: Manufacturer's SABS Capability Report for a minimum of two categories of PPE as per the specification document or SABS Mark Permit for a minimum of two categories of PPE as per the specification document.</p> <p><b>Returnable schedule - Appendix (i)</b></p>		<b>Appendix (i)</b>	<b>Yes / No</b>
<b>Evaluation Criteria/Scoring</b>			
<p><b>1. Previous Work experience:</b> Bidders must submit reference letters on official client letterhead confirming three (3) years' experience, which may have been accumulated from multiple contracts. These letters will verify the bidder's experience and contract value, requiring a minimum of three (3) cumulative years of experience with a total contract value of R2 million, specifically in the provision of PPE within the past five (5) years. This approach aims to balance ensuring sufficient experience with flexibility in the evaluation process.</p>	<ul style="list-style-type: none"> <li><b>40 points</b> = Reference letters submitted from bidders' clients indicating more than three (3) years' cumulative experience with a total contract value of R2 million in the provision of PPE in the last five (5) years.</li> </ul>	<b>Appendix (ii)</b>	<b>40</b>

<p><b>Content of the reference letter</b></p> <ul style="list-style-type: none"> <li>- Name of the Client</li> <li>- Description of the Services / Project undertaken</li> <li>- Duration of Services/Project (Start date - End date)</li> <li>- Contact Details of the Client</li> <li>- Each reference letter must be dated and signed</li> </ul> <p>Notes:</p> <ol style="list-style-type: none"> <li>1. Reference letters with experience OLDER than past five years from the date of closing of the bid and which does not have ALL the above-mentioned details shall be deemed invalid and will not be considered for scoring.</li> <li>2. The documents/reference letters will be verified during the evaluations and the letter be found to be fraudulent during the evaluation or after the award and during the contract period the bidder will be held liable for misrepresentation and the matter will be addressed in line with TPT policies and National Treasury guidelines</li> </ol> <p><b>Returnable Schedule - Appendix (ii)</b></p>	<ul style="list-style-type: none"> <li>• <b>30 points</b> = Reference letters submitted from bidders' clients indicating three (3) years' cumulative experience with a total contract value of R2 million in the provision of PPE in the last five (5) years</li> <li>• <b>0 points</b> = Reference letters submitted from bidders' clients indicating less than three (3) years' cumulative experience with a total contract value of R2 million in the provision of PPE in the last five (5) years / No reference letters submitted or contract values less than R2 million.</li> </ul>		
<p><b>2. Return/Exchange Policy:</b></p> <p>Bidders shall exchange defective PPE within seven (7) days upon receipt of a notification. Bidders must submit their Return/Exchange Policy.</p> <p><b>Returnable Schedule - Appendix (iii)</b></p>	<ul style="list-style-type: none"> <li>• <b>30 points</b> = Return/Exchange policy submitted indicating less than seven (7) days to replace defective PPE</li> <li>• <b>15 points</b> = Return/Exchange policy submitted indicating seven (7) days to replace defective PPE</li> </ul>	<b>Appendix (iii)</b>	<b>30</b>

	<ul style="list-style-type: none"> <li>• <b>0 points</b> = Return/Exchange policy submitted indicating more than seven (7) days to replace defective PPE/No Return or Exchange policy submitted</li> </ul>		
<p><b>3. Warranty</b></p> <p>Bidder must have a minimum warranty of twelve (12) months on the PPE. The bidder must submit the warranty for the PPE.</p> <p><b>Returnable Schedule Appendix (iv)</b></p>	<ul style="list-style-type: none"> <li>• <b>30 points</b> = Warranty of more than twelve (12) months submitted for the PPE</li> <li>• <b>15 points</b> = Warranty of twelve (12) months submitted for the PPE.</li> <li>• <b>0 points</b> = Warranty of less than twelve (12) months submitted for the PPE/No warranty submitted.</li> </ul>	<b>Appendix (iv)</b>	<b>30</b>
<b>MINIMUM'S QUALIFYING SCORE IS 70 POINTS</b>			



TRANSNET REQUEST FOR PROPOSAL NO: TPT/2026/02/0078/1343/RFP – ICLM HQ 985/TPT  
PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE) FOR TRANSNET SOC LTD. (REG 1990/000900/30) OPERATING AS  
TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT SALDANHA TERMINALS FOR A PERIOD OF THIRTY-SIX (36)  
MONTHS ON AN AS AND WHEN REQUIRED BASIS

<b>APPENDIX I</b>	<b>QUALITY REQUIREMENTS</b>	<b>ELIGIBILITY RETURNABLE</b>
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For quality assurance in the bidder's PPE manufacturing processes, the bidder must submit one of the following documents depending on the type of enterprise that the bidder operates in: Manufacturer's SABS Capability Report for a minimum of two categories of PPE as per the specification document or SABS Mark Permit for a minimum of two categories of PPE as per the specification document.

***Failure to provide supporting Mandatory Returnable Documents at the Closing Date and time of this RFP will result in a Respondent's disqualification.***

Signed: \_\_\_\_\_

Name of representative: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Designation: \_\_\_\_\_

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



TRANSNET REQUEST FOR PROPOSAL NO: TPT/2026/02/0078/1343/RFP – ICLM HQ 985/TPT  
PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE) FOR TRANSNET SOC LTD. (REG 1990/000900/30) OPERATING AS  
TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT SALDANHA TERMINALS FOR A PERIOD OF THIRTY-SIX (36)  
MONTHS ON AN AS AND WHEN REQUIRED BASIS

<b>APPENDIX II</b>	<b>PREVIOUS WORK EXPERIENCE</b>	<b>RETURNABLE FOR SCORING</b>
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Bidders must submit reference letters on official client letterhead confirming three (3) years' experience, which may have been accumulated from multiple contracts. These letters will verify the bidder's experience and contract value, requiring a minimum of three (3) cumulative years of experience with a total contract value of R2 million, specifically in the provision of PPE within the past five (5) years. This approach aims to balance ensuring sufficient experience with flexibility in the evaluation process:

**Content of the reference letter**

- Name of the Client
- Description of the Services/Project undertaken
- Duration of Services/Project (Start date - End date)
- Contact Details of the Client
- Each reference letter must be dated and signed

**Notes:**

1. Reference letters with experience OLDER than past five years from the date of closing of the bid and which does not have ALL the above-mentioned details shall be deemed invalid and will not be considered for scoring.
2. The documents/reference letters will be verified during the evaluations and the letter be found to be fraudulent during the evaluation or after the award and during the contract period the bidder will be held liable for misrepresentation and the matter will be addressed in line with TPT policies and National Treasury guidelines.

***By signing this document, you acknowledge that you have read and understood the contents outlined above in returnable. Further to that, failure to provide supporting Returnable Documents for Scoring at the Closing Date and time of this RFP will result in a Respondents not obtaining any points in the Technical Evaluation Criteria.***

Signed: \_\_\_\_\_

Name of representative: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Designation: \_\_\_\_\_

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



TRANSNET REQUEST FOR PROPOSAL NO: TPT/2026/02/0078/1343/RFP – ICLM HQ 985/TPT  
PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE) FOR TRANSNET SOC LTD. (REG 1990/000900/30) OPERATING AS  
TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT SALDANHA TERMINALS FOR A PERIOD OF THIRTY-SIX (36)  
MONTHS ON AN AS AND WHEN REQUIRED BASIS

<b>APPENDIX III</b>	<b>RETURN/EXCHANGE POLICY</b>	<b>RETURNABLE FOR SCORING</b>
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Bidders must exchange defective PPE within seven (7) days upon receipt of a notification. Bidders must submit their Return/Exchange Policy.

*By signing this document, you acknowledge that you have read and understood the contents outlined above in returnable. Further to that, failure to provide supporting Returnable Documents for Scoring at the Closing Date and time of this RFP will result in a Respondents not obtaining any points in the Technical Evaluation Criteria.*

Signed: \_\_\_\_\_

Name of representative: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Designation: \_\_\_\_\_

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



TRANSNET REQUEST FOR PROPOSAL NO: TPT/2026/02/0078/1343/RFP – ICLM HQ 985/TPT  
PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE) FOR TRANSNET SOC LTD. (REG 1990/000900/30) OPERATING AS  
TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT SALDANHA TERMINALS FOR A PERIOD OF THIRTY-SIX (36)  
MONTHS ON AN AS AND WHEN REQUIRED BASIS

<b>APPENDIX IV</b>	<b>WARRANTY</b>	<b>RETURNABLE FOR SCORING</b>
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Bidders must have a minimum warranty of twelve (12) months on the PPE. The bidder must submit the warranty for the PPE.

*By signing this document, you acknowledge that you have read and understood the contents outlined above in returnable. Further to that, failure to provide supporting Returnable Documents for Scoring at the Closing Date and time of this RFP will result in a Respondents not obtaining any points in the Technical Evaluation Criteria.*

Signed: \_\_\_\_\_

Name of representative: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Designation: \_\_\_\_\_

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



**MASTER AGREEMENT**

entered into by and between

**TRANSNET SOC LTD**

and

.....

**PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE) FOR TRANSNET SOC LTD. (REG 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT SALDANHA TERMINALS FOR A PERIOD OF THIRTY-SIX (36) MONTHS ON AN AS AND WHEN REQUIRED BASIS**

<b>Agreement Number</b>	
<b>Commencement Date</b>	
<b>Contract Expiry Date</b>	

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Agreement between Transnet and .....

PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE) FOR TRANSNET SOC LTD. (REG 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT SALDANHA TERMINALS FOR A PERIOD OF THIRTY-SIX (36) MONTHS ON AN AS AND WHEN REQUIRED BASIS

SCHEDULE 1 – WORK ORDER / SCHEDULE OF REQUIREMENTS

SCHEDULE 2 – CONFIDENTIALITY AGREEMENT

SCHEDULE 3 – NOTICES

ANNEXURE A – SCOPE OF WORK

ANNEXURE B – PRICING SCHEDULE

ANNEXURE C – SERVICE LEVEL AGREEMENT

## 1 INTRODUCTION

This Agreement is entered into by and between:

**Transnet SOC Ltd** [Registration Number 1990/000900/30] whose registered address is **Port of Saldanha**, 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 provision of personal protective equipment (PPE) for Transnet port terminals at saldanha terminals for a period of thirty-six (36) months on an as and when required basis, 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;
- 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 shall terminate automatically on the date of depletion of funds allocated to the project. In the event of such termination, the Parties shall incur no further obligation or liability under this Agreement other than for payment of services rendered prior to the expiration of funds;
- c) 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 as and when required, 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 Service Provider 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 23.
- e) In the event there is a change in the Supplier's B-BBEE status, then the provisions of clause 23 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 Service Provider fails to deliver the Services within the agreed and accepted milestone timelines and provided that the cause of the delay was not due to a fault of Transnet, penalties shall be imposed as follows:

- Failure to remedy the non-conformance within the stipulated time will result in a 10% penalty being deducted from the applicable invoice(s) for the month in which the services were rendered.
- Second failure to remedy non-conformance within the stipulated time will result in a 20% penalty being deducted from the applicable invoice(s) for the month in which the services were rendered.

Failure by Service Provider to fully comply with NCR within the period stated in sub-clause 13.1 above, shall entitle Transnet to further conditions to which the Supplier/ Service Provider must discharge in order to close the NCR or to terminate the order without giving Service Provider written notice of termination in terms of this Agreement.

#### **Payment of Non-compliance Penalties:**

- a) Subject to clause 13.1 above, the Supplier shall pay the Non-compliance Penalty indicated in the Non-compliance Penalty Certificate within 10 (ten) Business Days of Transnet issuing a valid Tax Invoice to the Supplier for the amount set out in that certificate. If Transnet does

not issue a valid Tax Invoice to the Supplier for Non-compliance Penalties accrued during any relevant period, those Non-compliance Penalties shall be carried forward to the next period.

- b) The Supplier shall pay the amount due within 10 (ten) days after receipt of a valid Tax Invoice from Transnet, failing which Transnet shall, without prejudice to any other rights of Transnet under this Agreement, be entitled to call for payment which may be in any form Transnet deems reasonable and/or appropriate.
- c) Should the Supplier fail to pay any Non Compliance Penalties within the time indicated above (as applicable), Transnet shall be entitled to deduct (set off) the amount not paid by the Supplier from the account of the Supplier in the ensuing month.
- d) The Non Compliance Penalties set forth in this Clause are stated exclusive of VAT. Any VAT payable on Non Compliance Penalties will be for the account of the Supplier.

## 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 Annual price adjustments will be linked to CPI
- 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.

## **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 Service Provider, 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 Service Provider 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 Service Provider under clause 6 [Term and Cancellation], or in the event that a Work Order is terminated by Transnet under clause 23 [Breach and Consequences of Termination], Transnet will pay to the Service Provider all outstanding Fees [apportioned on a pro rata basis] relating to the work undertaken by the Service Provider up until the date of such termination. Transnet will also pay the costs of any goods and materials ordered by the Service Provider in relation to the such work for which the Service Provider has paid or is legally obliged to pay, in which case, on delivery of such goods or materials, the Service Provider will promptly deliver such goods and materials to Transnet or as it may direct.

23.5 If either Party [**the Defaulting Party**] commits a material breach of this Agreement and fails to remedy such breach within the time frame specified by Transnet at its discretion, 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 23, 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/rendered 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 24, 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 clause 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/Service Provider shall not authorise any party to act on or use in any way any Confidential Information belonging to Transnet whether or not such party is aware of such Confidential Information, and shall promptly notify Transnet of the information if it becomes aware of any party so acting, and shall provide Transnet the information with such assistance as Transnet reasonably requires, at Transnet's cost and expense, to prevent such third party from so acting.

#### 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 33.
- 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 and fax numbers, as detailed hereafter, as their respective addresses for giving or sending any notice provided for or required in terms of this Agreement, provided that either Party shall be entitled to substitute such other address or fax number, as may be, by written notice to the other:

a) **Transnet**

- (i) For legal notices: Mr. Xolani Mthethwa  
202 Anton Lembede Street  
Durban, 4001  
Email Address [xolani.mthethwa@transnet.net](mailto:xolani.mthethwa@transnet.net)  
Attention: Transnet Port Terminals Legal  
Department

- (ii) For commercial notices: Ms. Snegugu Nhlapho  
Western Cape Region  
Cape Town, 7100  
Email Address: [snegugu.nhlapho@transnet.net](mailto:snegugu.nhlapho@transnet.net)

b) **The Supplier**

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

.....

Fax No. ....

Attention: .....

(ii) For commercial notices:

.....

.....

.....

Fax No. ....

Attention: .....

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

34.3 Any notice shall be deemed to have been given:

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

**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:
Name:	
Position:	
Signature:	
Date:	
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:



**SCHEDULE 1 – SCHEDULE OF REQUIREMENTS**

<b>DESCRIPTION</b>	<b>PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE) FOR TRANSNET SOC LTD. (REG 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT SALDANHA TERMINALS</b>
<b>SERVICE PROVIDER</b>	.....
<b>CONTRACT NUMBER</b>	<b>TPT/2026/02/0078/1343/RFP – ICLM HQ 985/TPT</b>
<b>DURATION BASIS</b>	<b>THIRTY-SIX (36) MONTHS ON AN AS AND WHEN REQUIRED</b>
<b>COMMENCEMENT DATE</b>	.....
<b>EXPIRY DATE</b>	.....

With reference to the Standard Terms and Conditions of Contract, Reference Number TPT/2026/02/0078/1343/RFP – ICLM HQ 985/TPT dated ..... , ("Contract") between Transnet SOC Ltd ("Transnet") and ..... (the "Supplier") pursuant to which you have agreed to perform certain services for and on behalf of Transnet subject to such Contract.

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

**1. Description of the Services**

The scope of services to be performed by the service provider is for the provision of Personal Protective Equipment (PPE) for Transnet SOC Ltd (Reg. No 1990/000900/30) Operating as Transnet Port Terminals (hereinafter referred to as "TPT") at Saldanha Terminals for a period of thirty-six (36) months on an as and when required basis.

**2. Scope of Services**

**2.1 Deliverables**

Refer to the detailed scope of work referenced as **Annexure A**.

**3. Contract Manager/s & Personnel to provide the Services.**

<b>Transnet Contract Manager</b>	
Designation	
Operating Division	
Address	
Telephone	
Email	

<b>Service Provider's Account Manager</b>	
Designation	
Address	
Telephone	
Email	

**4. Performance Review Meetings**

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

**5. Fees & Disbursements**

5.1 In consideration of the performance of the Services by the Service Provider pursuant to this Work Order, Transnet will pay to it an amount not exceeding R ..... (excluding VAT) and R ..... (including VAT) over the thirty-six (36) months period on an as and when required basis.

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

**SIGNED** for and on behalf of

.....

Signature.....

Name.....

Position.....

Date.....

**SIGNED** for and on behalf of

**Transnet SOC Ltd**

Signature.....

Name.....

Position.....

Date.....

**APPENDIX 1**

**Address for Notices**

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

- i. by hand delivery - immediately upon receipt by the recipient.

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

**The Service Provider**

**Transnet**

Addressee:

Addressee:

.....

Transnet SOC Ltd

Attention: .....

Attention: Legal department

Physical Address:

Physical Address:

.....

202 Anton Lembede Street

.....

Durban

.....

4000

Postal Address:

Postal Address:

.....

.....

.....

.....

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

**APPENDIX 2**

**Non- Disclosure Agreement**

Date: ..... 20--

I (*name*) .....

Of (*address*) .....  
.....  
.....

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

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

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

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

SIGNED at \_\_\_\_\_ on \_\_\_\_\_ 2026.

(*Signature*) .....

in the presence of: -

Witness name: .....

Witness Signature: .....

Witness address: .....  
.....



**GENERAL BID CONDITIONS**

**[June 2022]**

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## 1 DEFINITIONS

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

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

## 2 GENERAL

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

## 3 SUBMITTING OF BID DOCUMENTS

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

## **10 UNAUTHORISED COMMUNICATION ABOUT BIDS**

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

## **11 RETURNABLE DOCUMENTS**

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

## **12 DEFAULTS BY RESPONDENTS**

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

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

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

## **13 CURRENCY**

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

## **14 PRICES SUBJECT TO CONFIRMATION**

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

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

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

## **16 EXCHANGE AND REMITTANCE**

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

## **17 ACCEPTANCE OF BID**

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

## **18 NOTICE TO UNSUCCESSFUL RESPONDENTS**

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

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

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

## **20 CONTRACT DOCUMENTS**

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

## **21 LAW GOVERNING CONTRACT**

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

## **22 IDENTIFICATION**

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

## **23 RESPONDENT'S SAMPLES**

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

## **24 SECURITIES**

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

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

25.1 Unless otherwise specified in the Bid Documents, the prices quoted for Goods must be on a Delivered Duty Paid [latest ICC Incoterms] price basis in accordance with the terms and at the delivery point or points specified in Transnet's Bid Documents. Bids for supply on any other basis of delivery are liable to disqualification. The lead time for delivery stated by the Respondent must be inclusive of all non-working days or holidays, and of periods occupied in stocktaking or in effecting repairs to or overhauling plant, which would ordinarily occur within the delivery period given by the Respondent.

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

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

## **26 EXPORT LICENCE**

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

## **27 QUALITY OF MATERIAL**

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

## **28 VALUE-ADDED TAX**

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

28.2 In respect of foreign Services rendered:

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

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

29.1 Method of Payment

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

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

#### 29.2 Conditional Discount

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

### 30 CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS

#### 30.1 Contract Quantities

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

#### 30.2 Delivery Period

- a) Period Contracts and Fixed Quantity Requirements

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

b) Progress Reports

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

c) Emergency Demands as and when required

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

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

#### 31.1 Copyright

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

#### 31.2 Drawings and specifications

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

#### 31.3 Respondent's drawings

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

#### 31.4 Foreign specifications

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

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

- 32.1 Bids submitted by foreign principals may be forwarded directly by the principals or by its South African representative or agent to the designated official of Transnet according to whichever officer is specified in the Bid Documents.
- 32.2 In the case of a representative or agent, written proof must be submitted to the effect that such representative or agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative or agent shall disqualify the Bid.
- 32.3 When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.
- 32.4 South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of the latter. In every such case a legal Power of Attorney from their principals must be furnished to Transnet by the South African representative or agents authorising them to enter into and sign such contract.
- a) Such Power of Attorney must comply with Rule 63 (Authentication of documents executed outside the Republic for use within the Republic) of the Uniform Rules of Court: Rules regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.
  - b) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.
  - c) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.
  - d) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi*.
- 32.5 If payment is to be made in South Africa, the foreign Supplier [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [EFT]:
- a) funds are to be transferred to the credit of the foreign Supplier's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
  - b) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.
- 32.6 The attention of the Respondent is directed to clause 24 above [Securities] regarding the provision of security for the fulfilment of contracts and orders and the manner and form in which such security is to be furnished.

**33 DATABASE OF RESTRICTED SUPPLIERS**

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

**34 CONFLICT WITH ISSUED RFX DOCUMENT**

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

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**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.

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

## **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

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

**PREAMBLE**

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

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

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

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

**1 OBJECTIVES**

- 1.1 Transnet and the Bidder agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and 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 to abstain from bribing or participating in any corrupt practice in order to secure the contract.

**2 COMMITMENTS OF TRANSNET**

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

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

### 3 OBLIGATIONS OF THE BIDDER

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

- 3.6 A Bidder of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or bidding process. Similarly, the Bidder of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or bidding process.
- 3.7 The Bidder will not misrepresent facts or furnish false or forged documents or information in order to influence the bidding process to the advantage of the Bidder or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Bidder to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Bidder confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
- a) Human Rights
    - Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
    - Principle 2: make sure that they are not complicit in human rights abuses.
  - b) Labour
    - Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
    - Principle 4: the elimination of all forms of forced and compulsory labour;
    - Principle 5: the effective abolition of child labour; and
    - Principle 6: the elimination of discrimination in respect of employment and occupation.
  - c) Environment
    - Principle 7: Businesses should support a precautionary approach to environmental challenges;
    - Principle 8: undertake initiatives to promote greater environmental responsibility; and
    - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
  - d) Anti-Corruption
    - Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

#### **4 INDEPENDENT BIDDING**

- 4.1 For the purposes of this undertaking in relation to any submitted Bid, the Bidder declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
- a) has been requested to submit a Bid in response to this Bid invitation;
  - b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Goods and Services as the Bidder and/or is in the same line of business as the Bidder.

- 4.2 The Bidder has arrived at his submitted Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.
- 4.3 In particular, without limiting the generality of paragraph 4.2 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
  - b) geographical area where Services will be rendered [market allocation];
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a Bid;
  - e) the submission of a Bid which does not meet the specifications and conditions of the RFP; or
  - f) bidding with the intention of not winning the Bid.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her Bid relates.
- 4.5 The terms of the Bid as submitted have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.
- 4.6 Bidders are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

## 5 DISQUALIFICATION FROM BIDDING PROCESS

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

may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

## 6 DATABASE OF RESTRICTED SUPPLIERS

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Bid shall be awarded to a Bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A supplier or contractor to Transnet may not subcontract any portion of the contract to a restricted company.
- 6.7 Grounds for restriction include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:
  - a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
  - b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
  - c) has carried out any contract resulting from such bid in an unsatisfactory manner or has breached any condition of the contract;
  - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
  - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
  - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:

- (i) he made the statement in good faith honestly believing it to be correct; and
- (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
- g) has submitted false information regarding any other matter required in terms of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act which will affect the evaluation of a Bid or where a Bidder has failed to declare any subcontracting arrangements;
- h) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- i) has litigated against Transnet in bad faith.

## **7 PREVIOUS TRANSGRESSIONS**

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

## **8 SANCTIONS FOR VIOLATIONS**

- 8.1 Transnet shall also take all or any one of the following actions, wherever required to:
- a) Immediately exclude the Bidder from the bidding process or call off the pre-contract negotiations without giving any compensation to the Bidder. However, the proceedings with the other Bidders may continue;
  - b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Bidder;
  - c) Recover all sums already paid by Transnet;
  - d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Bidder, in order to recover the payments, already made by Transnet, along with interest;
  - e) Cancel all or any other contracts with the Bidder;
  - f) Exclude the Bidder from entering into any bid with Transnet and other organs of state in future for a specified period; and
  - g) If the 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 has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s) / member(s) / director(s) / partner(s) / shareholder(s) and a Transnet employee / member of Transnet's Board of Directors in respect of a bid which will be considered for the bid process, the Bidder:
- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
  - b) must notify Transnet immediately in writing once the circumstances has arisen.
- 9.4 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Bidder.

## 10 DISPUTE RESOLUTION

- 10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Bidders. When a dispute arises between Transnet and its Bidder, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a restriction process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:
- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
  - b) **Perjury:** where a supplier make a false statement either in giving evidence or on an affidavit;
  - c) **Scurrilous allegations:** where a supplier makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
  - d) **Abuse of court process:** when a supplier abuses the court process in order to gain a competitive advantage during a bid process.

**11 GENERAL**

- 11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.
- 11.3 The validity of this Integrity Pact shall cover all the bidding processes and will be valid for an indefinite period unless cancelled by either Party.
- 11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 11.5 Should a Bidder be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Bidders to report this behaviour directly to a senior Transnet official / employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

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