

**TRANSNET**



**STANDARD TERMS AND CONDITIONS OF CONTRACT**

**FOR THE PROVISION OF SERVICES TO TRANSNET**

**FORM US7 – SERVICES**

**Revised August 2008**

**“PREVIEW COPY ONLY”**

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## 1. INTRODUCTION

When an Agreement is entered into between Transnet and the Supplier of Services to Transnet, these Standard Terms and Conditions of Contract, the General Tender Conditions, a Schedule of Requirements and/or Work Order(s) including such special conditions as applicable, and any terms in the associated tender documents, exclusively govern the provision of Services by the Supplier to Transnet.

## 2. DEFINITIONS

Where the following words or phrases are used in the 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 the Agreement and its associated schedules and/or annexures and/or appendices, including the Schedule of Requirements and/or Work Order(s), specifications for the Services and such special conditions as shall apply to the Agreement, together with the General Tender Conditions and any additional provisions in the associated bid documents tendered by the Supplier (as agreed between the Parties), which collectively and exclusively govern the provision of Services by the Supplier to Transnet;
- 2.3. **"Background Intellectual Property"** means all Intellectual Property introduced and required by either Party to give effect to their obligations under this Agreement owned in whole or in part by or licensed to either Party or their affiliates prior to the Commencement Date or developed after the Commencement Date otherwise pursuant to the Agreement;
- 2.4. **"Business Day(s)"** means Mondays to Fridays between 07:30 and 16:00, excluding public holidays;
- 2.5. **"Commencement Date"** means the effective date at which time the Supplier's provision of Services to Transnet in terms of the Agreement shall commence, as detailed in Schedule 1 hereto (SCHEDULE OF REQUIREMENTS / WORK ORDER);
- 2.6. **"Confidential Information"** means any information or other data, whether in written, oral, graphic or in any other form such as in documents, papers, memoranda, correspondence, notebooks, reports, drawings, diagrams, discs, articles, samples, test results, prototypes, designs, plans, formulae, patents, or inventor's certificates, which a Party discloses or provides to the other Party (intentionally or unintentionally, or as a result of one Party permitting the representative of the other Party to visit any of its premises), or which otherwise becomes

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known to a Party, and which is not in the public domain and includes, without limiting the generality of the term –

- 2.6.1. information relating to methods of operation, data and plans of the disclosing Party;
- 2.6.2. the contents of the Agreement;
- 2.6.3. 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;
- 2.6.4. any information disclosed by either Party and which is clearly marked as being confidential or secret;
- 2.6.5. information relating to the strategic objectives and planning of the disclosing Party relating to its existing and planned future business activities;
- 2.6.6. information relating to the past, present and future research and development of the disclosing Party;
- 2.6.7. 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;
- 2.6.8. information contained in the software and associated material and documentation belonging to the disclosing Party;
- 2.6.9. technical and scientific information, Know-How and trade secrets of a disclosing Party including inventions, applications and processes;
- 2.6.10. Copyright works;
- 2.6.11. commercial, financial and marketing information;
- 2.6.12. data concerning architecture, demonstrations, tools and techniques, processes, machinery and equipment of the disclosing Party;
- 2.6.13. plans, designs, concepts, drawings, functional and technical requirements and specifications of the disclosing Party;
- 2.6.14. information concerning faults or defects in goods, equipment, hardware or software or the incidence of such faults or defects; and
- 2.6.15. 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;

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- 2.7. **“Copyright”** means the right in expressions, procedures, methods of operations or mathematical concepts, computer program codes, compilations of data or other material, literary works, musical works, artistic works, sound recordings, broadcasts, program carrying signals, published editions, photographic works, or cinematographic works of the copyright owner to do or to authorise the doing of certain acts specified in respect of the different categories of works;
- 2.8. **“Default”** means any breach of the obligations of either Party (including but not limited to fundamental breach or breach of a fundamental term) or any Default, act, omission, negligence or statement of either Party, its employees, agents or subcontractors in connection with or in relation to the subject of the Agreement and in respect of which such Party is liable to the other;
- 2.9. **“Deliverable(s)”** means any and all works of authorship, products and materials developed, written, prepared, assembled, integrated, modified or provided by the Supplier in relation to the Services;
- 2.10. **“Designs”** means 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;
- 2.11. **“Fee(s)”** shall mean the agreed Fees for the Services to be purchased from the Supplier by Transnet, as detailed in the Schedule of Requirements or Work Order(s), issued in accordance with the Agreement, as amended by mutual agreement between the Parties and in accordance with the provisions of the Agreement from time to time;
- 2.12. **“Foreground Intellectual Property”** means all Intellectual Property developed by either Party pursuant to the Agreement;
- 2.13. **“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;
- 2.14. **“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;
- 2.15. **“Materials”** means the Deliverables, the Supplier Materials and the Third Party Materials;
- 2.16. **“Parties”** means the Parties to the Agreement together with their subsidiaries, divisions, business units, successors-in-title and their assigns;

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- 2.17. **“Party”** means either one of these Parties;
- 2.18. **“Patents”** means registered patents and patent applications, once the latter have proceeded to grant, and includes a right granted for any inventions, products or processes in all fields of technology;
- 2.19. **“Permitted Purpose”** means any activity or process to be undertaken or supervised by Personnel or employees of one Party during the term of the Agreement, for which purpose authorised disclosure of the other Party’s Confidential Information or Intellectual Property is a prerequisite in order to enable such activity or process to be accomplished;
- 2.20. **“Personnel”** means any partner, employee, agent, consultant, independent associate or supplier, subcontractor and the staff of such subcontractor, or other authorised representative of either Party;
- 2.21. **“Purchase Order(s)”** means official orders issued by an operating division of Transnet to the Supplier for the provision of Services;
- 2.22. **“Schedule of Requirements”** means Schedule 1 hereto, unless substituted by a Work Order or Work Orders, as defined;
- 2.23. **“Service(s)”** means Service(s) provided to Transnet by the Supplier, pursuant to the Schedule of Requirements or Work Order(s) in terms of the Agreement;
- 2.24. **“Service Level Agreement”** or **“SLA”** means the processes, deliverables, key performance indicators and performance standards relating to the Services to be provided by the Supplier;
- 2.25. **“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 Services or any part thereof;
- 2.26. **“Supplier Materials”** means all works of authorship, products and materials (including, but not limited to, data, diagrams, charts, reports, specifications, studies, inventions, software, software development tools, methodologies, ideas, methods, processes, concepts and techniques) owned by, or licensed to, the Supplier prior to the Commencement Date or independently developed by the Supplier outside the scope of the Agreement at no expense to Transnet, and used by the Supplier in the performance of the Services;
- 2.27. **“Third Party Material”** means software, software development tools, methodologies, ideas, methods, processes, concepts and techniques owned by, or licensed to a third party and used by the Supplier in the performance of the Services;

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- 2.28. **“Trade Marks”** means registered trade marks and trade mark applications and includes 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;
- 2.29. **“VAT”** means Value-Added Tax in terms of the Value-Added Tax Act, No 89 of 1991: and
- 2.30. **“Work Order(s)”** means a detailed scope of work for a Service required by Transnet, including timeframes, deliverable, Fees and costs for the supply of the Service to Transnet, which may be appended to the Agreement from time to time.

### 3. INTERPRETATION

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

### 4. NATURE AND SCOPE

- 4.1. The Agreement is an agreement under the terms and conditions of which the Supplier will arrange for the provision to Transnet of the Services, which meet the requirements of Transnet, the delivery of which Services is controlled by means of Purchase Orders to be issued by Transnet and executed by the Supplier, in accordance with the Agreement.
- 4.2. Such Purchase Orders shall be agreed between the Parties from time to time, subject to the terms of the Schedule of Requirements and / or relevant Work Order(s).
- 4.3. Each properly executed Purchase Order forms an inseparable part of the Agreement as if it were fully incorporated into the body of the Agreement.
- 4.4. During the period of the Agreement, both Parties can make written suggestions for amendments to the Schedule of Requirements or Work Orders, in accordance with procedures set out in clause 28 (AMENDMENT AND CHANGE CONTROL) below. A Party will advise the other

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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 and/or Work Order(s) conflicts with a like term, provision or condition in the Agreement and/or a Purchase Order, or where the Agreement is silent on the matter, the term, provision or condition in the Schedule of Requirements and/or Work Order(s) shall prevail.
- 4.6. Time will be of the essence and the Supplier will perform its obligations under the 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 the 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 enter into an agreement in the name of the other; or give any warranty, representation or undertaking on the other's behalf; or create any liability against the other or bind the other's credit in any way or for any purpose whatsoever.

## 6. WARRANTIES

- 6.1. The Supplier warrants to Transnet that -
- 6.1.1. it has full capacity and authority to enter into and to perform the Agreement and that the Agreement is executed by duly authorised representatives of the Supplier;
- 6.1.2. it will discharge its obligations under the Agreement and any annexure or schedule hereto with all due skill, care and diligence;
- 6.1.3. it will be solely responsible for the payment of remuneration of its Personnel. The Supplier will be solely responsible for the payment of remuneration and associated benefits, if any, and for withholding and remitting income tax for its Personnel in conformance with any applicable laws and regulations;
- 6.1.4. it will procure licences for Transnet in respect of all Third Party Material detailed in the Work Order(s), and will procure the right for Transnet to take such copies (in

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whole or in part) of such Third Party Materials as it may reasonably require for the purposes of back-up for archiving and disaster recovery; and

- 6.1.5. the use or possession by Transnet of any Materials will not subject Transnet to any claim for infringement of any Intellectual Property Rights of any third party.
- 6.2. The Supplier warrants that it will perform its obligations under the Agreement in accordance with the Service Levels as defined in the relevant schedule. Transnet may at its discretion audit compliance with the Service Levels, provided that any such audit is carried out with reasonable prior notice and in a reasonable way so as not to have an adverse effect on the performance of the Services. Without prejudice to sub-clause 6.3 below, in the event that the Supplier fails to meet the Service Levels, Transnet may claim appropriate service credits or invoke a retention of Fees as detailed in the relevant schedule and/or Work Order.
- 6.3. The Supplier warrants that for a period of 90 (ninety) days from Acceptance of the Deliverables they will, if properly used, conform in all material respects with the requirements set out in the relevant schedule. The Supplier will at its expense remedy any such non-conformance as soon as possible but in any event within 30 (thirty) days of notification by Transnet. In the event that the Supplier fails or is unable to remedy such non-conformance within such time-scale, Transnet will be entitled to employ a third party to do so in place of the Supplier and any excess charges or costs incurred by Transnet as a result shall be paid by the Supplier.
- 6.4. The Supplier will remedy any defect within 14 (fourteen) days of being notified of that defect by Transnet in writing.
- 6.5. The Supplier will not be liable to remedy any problem arising from or caused by any modification made by Transnet to the Deliverables, or any part thereof, without the prior approval of the Supplier.
- 6.6. The Supplier shall advise Transnet of the effects of any steps proposed by Transnet pursuant to sub-clause 6.5 above, including but not limited to any cost implications or any disruption or delay in the performance of the Services. The Parties agree that any changes to the Services, including the charges for the Services or any timetables for delivery of the Services, will be agreed in accordance with the change control procedure, as set out in clause 28 (AMENDMENT AND CHANGE CONTROL).
- 6.7. The Supplier warrants that -
- 6.7.1. it has, using the most up-to-date software available, tested for (and deleted) all commonly known viruses in the Materials and for all viruses known by the Supplier at the date of the relevant Work Order; and

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6.7.2. at the time of delivery to Transnet, the Materials do not contain any trojan horse, worm, logic bomb, time bomb, back door, trap door, keys or other harmful components.

The Supplier agrees that, in the event that a virus is found, it will at its own expense use its best endeavours to assist Transnet in reducing the effect of the virus and, particularly in the event that a virus causes loss of operational efficiency or loss of data, to assist Transnet to the same extent to mitigate such losses and to restore Transnet to its original operating efficiency.

6.8. The Supplier undertakes to comply with South Africa's general privacy protection in terms of the Bill of Rights (Section 14) in connection with the Agreement 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.

6.9. The Supplier warrants that it has taken all reasonable precautions to ensure that, in the event of a disaster, the impact of such disaster on the ability of the Supplier to comply with its obligations under the 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.

## 7. TRANSNET'S OBLIGATIONS

7.1. Transnet undertakes to promptly comply with any reasonable request by the Supplier for information, including information concerning Transnet's operations and activities, that relate to the Services as may be necessary for the Supplier to perform the Services, but for no other purpose. However, Transnet's compliance with any request for information is subject to any internal security rules and requirements and subject to the observance by the Supplier of its confidentiality obligations under the Agreement.

7.2. The Supplier shall give Transnet reasonable notice of any information it requires in accordance with sub-clause 7.1 above.

7.3. Subject to 13 (SUPPLIER'S PERSONNEL), 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 the Agreement.

## 8. GENERAL OBLIGATIONS OF THE SUPPLIER

8.1. The Supplier shall –

8.1.1. respond promptly to all complaints and enquiries from Transnet;

8.1.2. inform Transnet immediately of any dispute or complaint arising in relation to the provision of the Services.

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- 8.1.3. conduct its business in a professional manner that will reflect positively upon the Supplier and the Supplier's Services;
  - 8.1.4. keep full records clearly indicating all transactions concluded by the Supplier relating to the performance of the Services and keep such records for at least 5 (five) years from the date of each such transaction;
  - 8.1.5. obtain, and at all times maintain in full force and effect, any and all licenses, permits and the like required under applicable laws for the provision of the Services and the conduct of the business and activities of the Supplier; and
  - 8.1.6. comply with all applicable environmental legislation and regulations, and demonstrate sound environmental policies, management and performance.
- 8.2. The Supplier acknowledges and agrees that it shall at all times -
- 8.2.1. render the Services and perform all its duties with honesty and integrity;
  - 8.2.2. communicate openly and honestly with Transnet and demonstrate a commitment to performing the Services timeously, efficiently and to the required standards;
  - 8.2.3. endeavour to provide the highest possible standards of service and professionalism, with a reasonable degree of care and diligence;
  - 8.2.4. use its best endeavours and make every diligent effort to meet agreed deadlines;
  - 8.2.5. treat its own Personnel, as well as all Transnet's officers, employees, agents and consultants, with fairness and courtesy and respect for their human rights;
  - 8.2.6. practice and promote its own internal policies aimed at prohibiting and preventing unfair discrimination (as further referred to in clause 22 – EQUALITY AND DIVERSITY);
  - 8.2.7. treat all enquiries from Transnet in connection with the 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 therefore and will keep Transnet informed of progress made regarding the enquiry;
  - 8.2.8. 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 Agreement has been entered into between the Parties;

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- 8.2.9. 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;
- 8.2.10. 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;
- 8.2.11. not mislead Transnet or its officers, employees and stakeholders, whether by act or omission;
- 8.2.12. 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; and
- 8.2.13. immediately report to Transnet any unethical, fraudulent or otherwise unlawful conduct of which it becomes aware in connection with Transnet or the provision of Services.

## 9. FEES AND EXPENSES

- 9.1. In consideration of the provision of the Services, Transnet will pay to the Supplier the Fees detailed in the relevant schedule or Work Order.
- 9.2. Transnet will not be invoiced for materials used in the provision of the Services save for those materials (if any) set out in the Work Order and accepted by Transnet or in any relevant Work Order (which will be invoiced to Transnet at cost).
- 9.3. Unless otherwise agreed in a schedule or Work Order, Transnet will reimburse to the Supplier all reasonable and proper expenses incurred directly and solely in connection with the provision of the Services, provided that all such expenses -
  - 9.3.1. are agreed by Transnet in advance;
  - 9.3.2. are incurred in accordance with Transnet's standard travel and expenses policies;
  - 9.3.3. are passed on to Transnet at cost with no administration fee; and
  - 9.3.4. will only be reimbursed if supported by relevant receipts.
- 9.4. All invoices relating to Fees, out of pocket expenses and, if applicable, travel and accommodation costs, will provide the detail for each of the Personnel carrying out the Services and incurring the expenses, and the invoice will, where appropriate, include VAT as a separate item.

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## 10. INVOICING AND PAYMENT

- 10.1. Transnet shall pay the Supplier the amounts stipulated in the relevant schedule or Work Order, subject to the terms and conditions of the Agreement.
- 10.2. Transnet shall pay such amounts to the Supplier, upon receipt of a correct and undisputed invoice together with the supporting documentation as specified in the Schedule of Requirements or Work Order appended hereto, once the undisputed invoices, or such portion of invoices which are undisputed become due and payable to the Supplier for the provision of the Services, in terms of sub-clause 10.4 below.
- 10.3. All Fees and other sums payable under the Agreement are exclusive of VAT, which will be payable at the applicable rate.
- 10.4. Unless otherwise provided for in the Schedule of Requirements or Work Order(s) appended to the Agreement, invoices shall be submitted together with a month-end statement. Payment against such month-end statement shall be made by Transnet within 30 (thirty) days after date of receipt by Transnet of the statement together with all undisputed invoices and supporting documentation.
- 10.5. Where the payment of any invoice, or any part of an invoice which is not in dispute, is not made in accordance with this clause 10, 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.

## 11. FEE ADJUSTMENTS

- 11.1. Fees for Services rendered in terms of the Agreement shall be subject to review as indicated in the Schedule of Requirements or Work Orders annexed hereto from time to time.
- 11.2. No less than 2 (two) months prior to any proposed Fee adjustment, the Parties shall commence negotiations for Fees for the next period or as otherwise indicated and appended hereto.
- 11.3. Should Transnet and the Supplier fail to reach an agreement on Fees for the successive period, either Party shall be entitled to terminate the Agreement and/or the relevant Work Order after giving 30 (thirty) days written notice to the other.
- 11.4. Neither Party shall have any claim against the other of whatsoever nature by reason of such cancellation as envisaged in sub-clause 11.3 above.

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## 12. INTELLECTUAL PROPERTY RIGHTS

### 12.1. Title to Confidential Information

- 12.1.1. 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.
- 12.1.2. Transnet shall grant to the Supplier an irrevocable royalty free non-exclusive license to use Transnet's Background Intellectual Property only for the Permitted Purpose. This license shall not permit the Supplier to sub-license to other parties.
- 12.1.3. 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.
- 12.1.4. 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.

### 12.2. Title to Intellectual Property

- 12.2.1. 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 the Agreement dispute the validity or enforceability of such Foreground Intellectual Property, or cause to be done any act or thing 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.
- 12.2.2. 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.
- 12.2.3. Where the Foreground Intellectual Property was created by the Supplier or its researchers, agents and employees and where Transnet elects not to exercise its

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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.

- 12.2.4. 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.
- 12.2.5. Subject to anything contrary contained in the Agreement and/or the prior written consent of Transnet (which consent shall not be unreasonably 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.

**12.3. Title to Improvements**

- 12.3.1. 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.

**12.4. Unauthorised Use of Confidential Information**

- 12.4.1. The Supplier shall not authorise any party to act on or use in any way any Confidential Information belonging to Transnet whether or not such supplier 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.

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### 12.5. Unauthorised Use of Intellectual Property

- 12.5.1. 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.
- 12.5.2. It shall be within the 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.
- 12.5.3. The Supplier shall cooperate to provide Transnet promptly with all relevant ascertainable facts.
- 12.5.4. If proceedings are commenced by Transnet alone, Transnet shall be responsible for all expenses but shall be entitled to all damages or other award 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 award arising out of proceedings.

### 13. SUPPLIER'S PERSONNEL

- 13.1. The Supplier's Personnel shall be regarded at all times as employees, agents or subcontractors of the Supplier and no relationship of employer and employee shall arise between Transnet and any Supplier Personnel under any circumstances regardless of the degree of supervision that may be exercised over the Personnel by Transnet.
- 13.2. The Supplier warrants that all its Personnel will be entitled to work in South Africa or any other country in which the Services are to be performed.
- 13.3. The Supplier will ensure that its Personnel comply with all reasonable requirements made known to the Supplier by Transnet concerning conduct at any Transnet premises or any other premises upon which the Services are to be performed (including but not limited to security regulations, policy standards and codes of practice and health and safety requirements). The Supplier will ensure that such Personnel at all times act in a lawful and proper manner in accordance with these requirements.
- 13.4. Transnet reserves the right to refuse to admit or to remove from any premises occupied by or on behalf of it, any Supplier Personnel whose admission or presence would, in the reasonable opinion of Transnet, be undesirable or who represents a threat to confidentiality or security or

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whose presence would be in breach of any rules and regulations governing Transnet's Personnel, provided that Transnet notifies the Supplier of any such refusal (with reasons why). The reasonable exclusion of any such individual from such premises shall not relieve the Supplier from the performance of its obligations under the Agreement.

- 13.5. The Supplier agrees to use all reasonable endeavours to ensure the continuity of its Personnel assigned to perform the Services. If any re-assignment by the Supplier of those Personnel is necessary, or if Transnet advises that any such Personnel assigned are in any respect unsatisfactory, including where any such Personnel are, or are expected to be or have been absent for any period, then the Supplier will promptly supply a replacement of equivalent calibre and experience, and any such replacement shall be approved by Transnet prior to commencing provision of the Services, such approval not to be unreasonably withheld.

#### 14. LIMITATION OF LIABILITY

- 14.1. Neither Party excludes or limits liability to the other Party for -

14.1.1. death or personal injury due to negligence; or

14.1.2. fraud.

- 14.2. 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 the Agreement. The Supplier's liability arising out of this sub-clause 14.2 shall be limited to a maximum amount payable in respect of any one occurrence or a series of related occurrences in a single calendar year, such amount to be agreed in writing by the Parties.

- 14.3. Subject always to sub-clauses 14.1 and 14.2, the liability of either the Supplier or Transnet under or in connection with the 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 percent) of the Fees paid under the schedule or Work Order to which the Default(s) relates.

- 14.4. Subject to sub-clause 14.1 above, and except as provided in sub-clauses 14.2 and 14.3 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.

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- 14.5. If for any reason the exclusion of liability in sub-clause 14.4 above is void or unenforceable, either Party's total liability for all loss or damage under the Agreement shall be as provided in sub-clause 14.3 above.
- 14.6. Nothing in this clause 14 shall be taken as limiting the liability of the Supplier in respect of clause 12 (INTELLECTUAL PROPERTY RIGHTS) or clause 16 (CONFIDENTIALITY).

## 15. INSURANCES

- 15.1. Without limiting the liability of the Supplier under the 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 the 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.
- 15.2. The Supplier shall arrange insurance with reputable insurers and will produce to Transnet evidence of the existence of the policies and the receipts for payment of the current premiums, on an annual basis within thirty (30) days after date of policy renewals.
- 15.3. Subject to sub-clause 15.4 below, if the Supplier fails to effect adequate insurance under this clause 15, 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. 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.
- 15.4. In the event that the Supplier receives written notice from its insurers advising of the termination of its insurance cover referred to in sub-clause 15.1 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 the Agreement on giving the other party not less than 30 (thirty) days prior written notice to that effect

## 16. CONFIDENTIALITY

- 16.1. The Parties hereby undertake the following, with regard to Confidential Information -
- 16.1.1. 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

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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;

- 16.1.2. 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 the 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 the Agreement;
- 16.1.3. 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;
- 16.1.4. 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;
- 16.1.5. not to exercise less care to safeguard Transnet Confidential Information than the Party exercises in safeguarding its own competitive, sensitive or Confidential Information;
- 16.1.6. 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 the 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;
- 16.1.7. 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 the Agreement, unless written authorisation to do so has first been obtained from the Party first disclosing such information;

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- 16.1.8. 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;
- 16.1.9. 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;
- 16.1.10. 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 the Agreement as if such person or entity has signed the Agreement. The Party disclosing the Confidential Information shall be responsible for any breach of the provisions of the Agreement by the person or entity; and
- 16.1.11. 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.
- 16.2. The duties and obligations with regard to Confidential Information in this clause 16 shall not apply where -
- 16.2.1. a Party can demonstrate that such information is already in the public domain or becomes available to the public through no breach of the Agreement by that Party, or its Personnel; or
- 16.2.2. 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
- 16.2.3. 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
- 16.2.4. is independently developed by a Party as proven by its written records.
- 16.3. This clause 16 shall survive termination for any reason of the Agreement and shall remain in force and effect from the Commencement Date of the Agreement and 5 (five) years after the termination of the Agreement. Upon termination of the Agreement, all documentation furnished to the Supplier by Transnet pursuant to the Agreement shall be returned to Transnet including,

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without limitation all corporate identity equipment including dies, blocks, labels, advertising matter, printing matter and the like.

## 17. TOTAL OR PARTIAL FAILURE TO PERFORM THE SCOPE OF SERVICES

Should the Supplier fail or neglect to execute the work or to deliver any portion of the Service, as required by the terms of the Agreement or Work Order, Transnet may cancel the Agreement or Work Order in so far as it relates to the unexecuted work or rejected portion of the Service, and, in such event, the provision of any remaining commitment shall remain subject in all respects to these conditions.

## 18. TERM AND TERMINATION

- 18.1. The Agreement shall commence on the Commencement Date, as specified in the schedules hereto, and shall continue subject to termination in accordance with the provisions of the Agreement or otherwise in accordance with law or equity.
- 18.2. Transnet may terminate the Agreement without cause by giving the Supplier 30 (thirty) days' notice in writing.
- 18.3. Either Party may terminate the Agreement forthwith by notice in writing to the other Party where the other Party has committed a material Default and, where such Default is capable of remedy, has failed to remedy such Default within 30 (thirty) days of receiving notice specifying the Default and requiring its remedy.
- 18.4. Either Party may terminate the 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, 1936 (as amended), or if any action, application or proceeding is made with regard to it for -
- 18.4.1. a voluntary arrangement or composition or reconstruction of its debts;
  - 18.4.2. the presentation of an administrative petition;
  - 18.4.3. its winding-up or dissolution;
  - 18.4.4. the appointment of a liquidator, trustee, receiver, administrative receiver or similar officer; or
  - 18.4.5. any similar action, application or proceeding in any jurisdiction to which it is subject.
- 18.5. Transnet may terminate the 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.

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18.6. Transnet may cancel any schedule hereto or Work Order at any time on giving the Supplier 30 (thirty) days' notice.

## 19. CONSEQUENCE OF TERMINATION

19.1. Termination in accordance with clause 18 (TERM AND TERMINATION) 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 the Agreement or impliedly do so shall remain in force and in effect.

19.2. On termination of the Agreement or a Work Order, the Supplier will immediately deliver up, and procure that its Personnel will immediately deliver up to Transnet, all Deliverables and property belonging to Transnet (or, in the event of termination of a Work Order, such as is relevant to that Work Order) which may be in the possession of, or under the control of the Supplier, and certify to Transnet in writing that this has been done.

19.3. To the extent that any of the Deliverables and property referred to in sub-clause 19.2 above are in electronic form and contained on non-detachable storage devices, the Supplier will provide Transnet with unencrypted copies of the same on magnetic media and will irretrievably destroy and delete copies so held.

19.4. In the event that the Agreement is terminated by the Supplier under sub-clause 18.3 (TERM AND TERMINATION), or in the event that a Work Order is terminated by Transnet under sub-clause 18.6 (TERM AND TERMINATION), Transnet will pay to the Supplier all outstanding Fees (apportioned on a daily basis) relating to the work undertaken by the Supplier up until the date of such termination. Transnet will also pay the costs of any goods and materials ordered by the Supplier in relation to the such work for which the Supplier has paid or is legally obliged to pay, in which case, on delivery of such goods or materials, the Supplier will promptly deliver such goods and materials to Transnet or as it may direct.

19.5. The provisions of clauses 2 (DEFINITIONS), 6 (WARRANTIES), 12 (INTELLECTUAL PROPERTY RIGHTS), 14 (LIABILITY), 16 (CONFIDENTIALITY), 19 (CONSEQUENCE OF TERMINATION), 25 (DISPUTE RESOLUTION) and 29 (GOVERNING LAW) shall survive termination or expiry of the Agreement.

19.6. If either Party (the "Defaulting Party") commits a material breach of the Agreement and fails to remedy such breach within 10 (ten) Business Days of written notice thereof, the other Party (hereinafter the "Aggrieved Party"), shall be entitled, in addition to any other rights and remedies that it may have in terms of the Agreement, to terminate the Agreement forthwith without any liability and without prejudice to any claims which the Aggrieved Party may have for damages against the Defaulting Party. For the avoidance of doubt, if -

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- 19.6.1. the Supplier effects or attempts to effect a compromise or composition with its creditors; or
- 19.6.2. either Party is provisionally or finally liquidated or is placed under judicial management, whether provisionally or finally; or
- 19.6.3. either Party ceases or threatens to cease to carry on its normal line of business or defaults or threatens to default in the payment of its liabilities generally, or commits any act or omission which would be an act of insolvency in terms of the Insolvency Act, 1936 (as amended); then

the other Party shall be entitled, but not obliged, to terminate the Agreement on written notice, in which event such termination shall be without any liability and without prejudice to any claims which either Party may have for damages against the other.

## **20. ASSIGNMENT**

Neither Party may assign the benefit of the Agreement or any interest hereunder except with the prior written consent of the other. Further, in the event that Transnet wishes to assign or novate the Agreement to any third party, the Supplier agrees that it shall not unreasonably withhold or delay its consent to such assignment or novation and that it shall only be entitled to recover from Transnet any reasonable legal costs incurred by it as a direct result of such assignment or novation.

## **21. FORCE MAJEURE**

21.1. 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 the Agreement, caused by an act of force majeure such as acts of God, fire, flood, war, strike, lockout, industrial dispute, government action, laws or regulations, riots, terrorism or civil disturbance, defaults, delays or discontinuance on the part of independent contractors, suppliers, 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.

21.2. 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 the Agreement in order to accommodate the new circumstances caused by the act of force majeure. If a Party fails to agree to such modifications proposed by the other Party within 90 (ninety) days of the act of force majeure first occurring, either Party may thereafter terminate the Agreement with immediate notice.

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**22. EQUALITY AND DIVERSITY**

- 22.1. The Supplier will not victimise, harass or discriminate against any employee of either Party to the Agreement or any applicant for employment with either Party to the 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.
- 22.2. Both Parties to the Agreement undertake that they will not, and shall procure that its employees, agents and subcontractors will not breach any applicable discrimination legislation and any amendments and re-enactments thereof.

**23. NON-WAIVER**

- 23.1. Failure or neglect by either Party, at any time, to enforce any of the provisions of the 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 the Agreement.
- 23.2. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of the Agreement, or prejudice the right of that Party to institute subsequent action.

**24. PARTIAL INVALIDITY**

If any provision of the 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.

**25. DISPUTE RESOLUTION**

- 25.1. Should any dispute of whatsoever nature arise between the Parties concerning the Agreement, the Parties shall try to resolve the dispute by negotiation within 10 (ten) Business Days of such dispute arising.
- 25.2. 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.
- 25.3. Such dispute shall be finally resolved in accordance with the rules of AFSA by an arbitrator or arbitrators appointed by AFSA.
- 25.4. 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 25.

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Respondent's Signature

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25.5. This clause 25 is severable from the rest of the Agreement and shall remain in effect even if the Agreement is terminated for any reason.

25.6. This clause 25 shall not preclude either Party from seeking urgent relief in a court of appropriate jurisdiction, where grounds for urgency exist.

**26. ADDRESSES FOR NOTICES**

26.1. The Parties to the Agreement select the physical addresses and facsimile (“fax”) numbers, detailed in Schedule 2 hereto, as their respective addresses for giving or sending any notice provided for or required in terms of the 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.

26.2. Any notice addressed to a Party at its physical or postal address shall be sent by prepaid registered post, or delivered by hand, or sent by fax.

26.3. Any notice shall be deemed to have been given -

26.3.1. if posted by prepaid registered post, 10 (ten) days after the date of posting thereof;

26.3.2. if hand delivered, on the day of delivery; or

26.3.3. 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.

**27. WHOLE AND ONLY AGREEMENT**

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

27.2. The Parties hereby confirm that the Agreement replaces all other agreements which exist or may have existed in any form whatever between them, with regard to the subject matter dealt with in the Agreement, including any annexures, schedules or Work Order(s) appended hereto.

**28. AMENDMENT AND CHANGE CONTROL**

28.1. Any requirement for an amendment or change to the Agreement or to the Schedule of Requirements or to a Work Order shall only be valid if it is in writing, signed by both Parties and added to the Agreement as an addendum hereto.

28.2. 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 25 (DISPUTE RESOLUTION).

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Respondent's Signature

\_\_\_\_\_  
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**29. GOVERNING LAW**

The 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.

**30. COUNTERPARTS**

The 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 the Agreement by signing any such counterpart.

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“PREVIEW COPY ONLY”

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## ANNEXURE A

**ASSET DESCRIPTION:** Office

**ASSET LOCATION:** Voortrekker road

**CITY / TOWN:** Saltriver

**WORK DESCRIPTION:** Maintenance and alterations to Transnet facilities at scrapbank.

**TENDER NO:** BLE/51784

**ASSET NO:** 02BAD63C

**ITEM NO. SPECIFICATIONS PER ITEM.**

### CEILINGS

- 35 Work description: Prepare ceiling area for painting.  
Wash ceiling thoroughly with hot water and sugar soap in order to remove any traces of dust, fat, oil and any other dirt. Preparation of ceilings shall include the driving in of all proud standing nails at rhino or Nutec ceilings or opening of all fine cracks with a sharp object, the filling of cracks and all small holes in ceiling with an appropriate filler. The areas under repair must be sanded down to a smooth, even finish. Brush down the surface, removing all loose particles and dust ensuring that the surface is sound. Sand existing paint on ceilings to provide bond for new paint. After sanding, wipe ceiling thoroughly with clean damp cloth to remove sanding dust. Let ceiling dry completely before any paint is applied. No sweeping or dusting shall be done after the ceiling has been prepared for painting or while painting is in progress or while paint is still wet.
- 41 Work description: Paint ceiling complete with 2 coat super acrylic PVA.  
Paint work to ceilings include the cover strips, cornices and the priming of nail heads or screws with universal undercoat for new ceiling sections. Apply two coats acrylic PVA. All surfaces not being painted, such as brickwork, sills, floors, joinery work and the like must be covered up and protected against spotting before any painting is commenced with. No sweeping or dusting shall be done while painting is in progress or while paint is still wet.

### WALLS INTERIOR

- 64 Work description: Paint smooth plaster walls, 2 coats silk paint.  
All paint work shall be done to the specification of the manufacturer. Over coating shall be done as specified by the manufacturer. All surfaces not being painted, such as brickwork, sills, floors, joinery work and the like must be covered up and protected against spotting before any painting is commenced with. No sweeping or dusting shall be done while painting is in progress or while paint is still wet. All items that are more cost effective to remove from wall and to re-fix must be removed to avoid cutting in against items, such as notice boards, towel rails and other such items.
- 71 Work description: Paint brick wall 1 coat BRICK DRESSING.  
All paint work shall be done to the specification of the manufacturer. Over coating shall be done as specified by the manufacturer. All surfaces not being painted, such as brickwork, sills, floors, joinery work and the like must be covered up and protected against spotting before any painting is commenced with. No sweeping or dusting shall be done while painting is in progress or while paint is still wet. All items that are more cost effective to remove from wall and to re-fix must be removed to avoid cutting in against items such as notice boards, towel rails and other such items.
- 76 Work description: Remove glazed wall tiles.  
Remove old tiles completely with all adhesive and clean surfaces thoroughly, ready for new tiles.

**Respondent's signature:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**ITEM NO. SPECIFICATIONS PER ITEM.**

- 77 Work description: Lay glazed wall tiles.  
 \*BEFORE TILING COMMENCES, THE REPRESENTATIVE MUST FIRST APPROVE THE SURFACE, IN SITE BOOK. \*ALL HOLLOW SOUNDING TILES SHALL BE REMOVED AND RE-FIXED. \*USE ONLY TYLON CM11 OR TAL PROFESSIONAL ADHESIVE OR TYPE APPROVED BY PROJECT MANAGER. \*NEVER USE SPOT OR BLOB METHODS. \*NEVER BUTT JOINT TILES.  
 Glazed ceramic wall tile and fittings shall comply with (SABS 22). Tiles should be even in shape and size, free from cracks, twists or blemish and uniform in colour. Tiles shall be fixed in accordance with (SABS 0107). Tiles should be fixed with a cement based adhesive. The adhesive shall be as recommended by the manufacturer of the tiles. Joints shall be level, straight, continuous and with 2mm spacers for tiles up to 250 x 200mm and 3mm for bigger sizes as recommended by the tile manufacturer. Symmetrical arrangements of tiling, with cutting along both sides of panels, to avoid cutting of tiles smaller than 50mm wide, shall be done. Cutting and fitting of tiles against walls and around doorframes, etc must be neat, with a gap between 2 and 5 mm. Tiling is to be returned into reveals of openings, onto window sills, and onto top of screen walls, etc. Do not stack tiles outside, exposed to dust, dirt and rain. Store under cover and not in direct contact with soil. Use only approved cement based tile adhesive. Follow adhesive manufacturer's instructions. Use notched trowel to apply adhesive 6mm X 6mm notches at 6mm intervals. The BLOB and SPOT method must not be used. Joint widths shall be 3mm. Tiles must be dry before being bedded. Tap tiles level with a rubber mallet. All tiles must make 100% contact with adhesive, make sure there are no voids. Allow the adhesive to cure for 2 to 3 days before grouting. Use only approved grout. Mix grout with Tylon or Tal Bond-it in shower areas. Fill joints to lower edge of bevel and not level with the top of the tile. The work must be kept very clean during grouting as dried grout is almost impossible to remove from textured tiles. DO NOT USE ACIDS, SPIRITS OF SALTS, AMMONIA, OTHER STRONG CHEMICALS OR STEEL WOOL TO CLEAN TILES.

**WINDOWS INTERIOR**

- 157 Work description: Paint window sill.  
 Remove all polish with turps or thinners and sand window sill completely, clean sill with damp cloth to remove all sanding dust. Apply two coats of Plascon, Dulux gloss floor or Stoep paint for previously painted sills and two coats stone dressing to un-painted quarry tile window sills.

**WINDOWS INT AND EXT**

- 204 Work description: Paint window frame complete.  
 Clean window frame from rust and dirt by scraping or by means of steel wire brush. Sand frame complete and wipe off all sanding dust to obtain a perfectly clean surface. Prime all exposed metal surfaces with an approved metal primer. Apply one coat universal undercoat and two coats water-base Dulux Pearl glo. After painting window-openings, sections shall open and close easily. All Window handles, peg stays and sliding stays shall be removed to paint window. The Window handles, peg stays and sliding stays shall be removed, cleaned and re-fitted. Contractor shall be responsible for any lost window fittings.

**DOORS/SECURITY GATES**

Respondent's signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**ITEM NO. SPECIFICATIONS PER ITEM.**

- 286 Work description: Paint door complete, 2 coats.  
Previously painted doors: Wash thoroughly with a suitable detergent to remove all dirt and rinse with clean water. Remove defective paint/varnish and repair all holes and defective places with a suitable wood filler. Remove handle, Sand complete door and wipe off all sanding dust with a damp cloth. Allow to dry and apply one coat universal undercoat and two coat finishing paint as per work list. Let dry re fit handles. New doors to be painted: Remove lock and handles. Sand smooth and wipe sanding dust off with damp cloth. Allow to dry and apply one coat wood primer, one coat universal undercoat and two coats finishing paint as per work list. Allow paint to dry between coats as per specification. Re-fit lock and handles when paint is dry.
- 287 Work description: Varnish door complete, 2 coats.  
Previously varnished doors: Remove handles, wash thoroughly with a suitable detergent to remove all dirt and rinse with clean water. Remove defective varnish and repair all holes and defective places with a suitable wood filler. Sand complete door and wipe off all sanding dust with a damp cloth. Allow to dry and apply two coats of varnish on varnished doors. Re-fit door handles  
New doors to be varnished: Remove lock and door handles, Fill all defective places with suitable wood filler, sand smooth and wipe sanding dust off with damp cloth. Allow to dry and apply. Apply three coats varnish on doors. Allow varnish to dry between coats. Re-fit lock and handles.
- 302 Work description: Security gate spot prime and paint 2 coats.  
Remove all defective paint and rust, sand completely and wipe off all sanding dust with a damp cloth. Spot prime any bare metal areas with Dulux, Plascon or approved anti rust primer. Apply Plascon, Dulux or approved universal undercoat and one coat Plascon, Dulux or approved gloss enamel.
- 303 Work description: Manufacture and install security gate.  
Manufacture security gates with grade A steel. Use 32 X 32 X 1.6 mm (minimum thickness) square tubing for main frame. Use 25 X 25 X 1.6 mm (minimum thickness) square tubing for gate frame and for horizontal bars. All horizontal bars shall be drilled to accommodate 12 mm round bars. Use 12 mm diameter solid round bar for vertical bars. Vertical bars shall be straight and be evenly spaced at not more than 120 mm centres. Provide each gate with 3 butterfly hinges, hinges size 50 mm long and 10 mm diameter. Fit three hinges to each gate, fit one hinge 150 mm from top one in centre and one 150 mm from bottom of gate. Fit Ultra double gate security gate lock to double gate and Ultra single gate security lock to single gates. Drill 4 holes of 12 mm diameter each side of main frame, space holes evenly and drill holes at least 100 mm deep in brick wall. Insert 132 mm long X 12 mm diameter round bar in holes and weld to main frame. Cut and grind flush with main frame. All corners shall be mitred 45 degrees and welding shall be neat with all welding flux and spots removed and clean with steel brush. Clean steel with metal cleaner or thinners to remove all oil and dirt. Apply one coat Plascon or Dulux metal primer, one coat Plascon or Dulux universal undercoat and one coat Plascon or Dulux white gloss enamel to gates. As per specification, allow paint to dry between coats.

**FLOORS**

- 353 Work description: Remove floor carpets  
Remove existing carpets completely and clean sub floor.

Respondent's signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

ITEM NO. SPECIFICATIONS PER ITEM.

356 Work description: Lay floor carpets Berber point  
 The laying of textile floor covering shall be in accordance with SABS 0186. The laying of carpets shall include all preparatory work to screed surfaces, priming and adhesives in accordance with the relevant manufacturer's instructions. Where skirting and quadrants are fixed the quadrants must be removed and the carpets laid against skirting, the quadrants must be re-fixed at their original place with new 32mm panel pins where no skirting or quadrants are fixed the carpets must be laid against the wall. After the carpets had been laid there must be no air bubbles and the cutting at doorframes must be neat. Where necessary doors must be cut at the bottom to have a clearance of 6mm. Glue marks on carpet tiles shall not be cleaned, tiles shall be replace.

360 Work description: Remove ceramic tile from floor

363 Work description: Lay first grade ceramic tiles on floor.Granito griss  
 \*BEFORE TILING COMMENCES, THE REPRESENTATIVE MUST FIRST APPROVE THE SURFACE, IN SITE BOOK.\*ALL TILES THAT SOUND HOLLOW SHALL BE REMOVED AND RE-FIXED. \*\*\*USE ONLY TYLON WB11, TAL PROFESIONAL ADHESIVE OR TYPE APPROVED BY PROJECT MANAGER. \*\*\*NEVER USE SPOT OR BLOB METHODS.\*\*\*NEVER BUT JOINT TILES. Thoroughly clean surfaces before any tiling commences. Smooth or painted surfaces must be chipped to 80% of area. KEY IT from TAL or TYLON must be applied over whole area. Glazed floor tiles shall comply with (SABS 1449). Tiles shall be even in shape and size, free from cracks, twists or blemishes and uniform in colour. The adhesive shall be Tylon CM11 tile adhesive for ceramic tiles and Tylon adhesive for porcelain tiles if porcelain tiles is specified. The use of any other type shall only be allowed if approved by the Project manager after adhesive was tested on site. Joints shall be straight, continuous with 5mm widths and pointed with waterproofing grout compound from TAL, Tylon or aproved type. Symmetrical arrangement of tiling with cutting along both sides of panels to avoid cutting of tiles smaller than 75mm wide shall be done. Cutting and fitting of tiles against walls and around doorframes, sanitary fittings, etc must be neat, with a gap between 4 and 6mm. Tile shall be level to each other at joints. Replace one broken or cracked floor tile between existing tiles. Use notched trowel to apply adhesive 10mm X 10mm notches at 6mm intervals. The BLOB and SPOT method must not be used. All excess adhesive shall be removed from joints before drying has occurred. Tiles must be dry before being bedded. Tap tiles level with a rubber mallet. All tiles must make 100% contact with adhesive, make sure there are no voids. Any tile that sound hollow, if tapped, shall be removed. Allow the adhesive to cure for 2 to 3 days before grouting. Use only approved grout, mix grout with Tylon or Tal Bond-it in areas specified. Fill joints to lower edge of bevel and not level with the top of the tile. The work must be kept very clean during grouting as dried grout is almost impossible to remove from textured tiles. DO NOT USE ACIDS, SPIRITS OF SALTS, AMMONIA, OTHER STRONG CHEMICALS OR STEEL WOOL TO CLEAN TILES.

CUPBOARDS / TABLE

448 Work description: Replace Formica post form top.

PLUMBING INTERIOR

461 Work description: Replace wash hand basin re-use taps, connector, outlet and trap  
 Replace broken wash hand basins white porcelain glazed ceramic complying with (SABS 497)

Respondent's signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## ITEM NO. SPECIFICATIONS PER ITEM.

- 462 Work description: Install/replace wash hand basin, 2 taps, connector, outlet and rubber trap. Wash hand basins white porcelain/glazed ceramic and shall comply with (SABS 497). Pillar taps shall be chromium plated brass and of heavy pattern Cobra brand and shall comply with (SABS 226). Taps for hot water shall be marked with red coloured plastic inserts and fixed on the left hand side of all basins, sinks, showers, etc. Taps for cold water with green/blue plastic inserts on the right hand side. Waste outlet shall be chromium plated brass with plug, chain and of Cobra brand and shall comply with (SABS 226). Rubber trap shall comply with (SABS 1321). Installation of basin, taps, waste outlet and trap shall be done in accordance with the relevant manufacturer's instructions. Basin shall be fixed with silicone layer between basin and wall. Basin shall be level and shall be 800mm from finished floor level to top front section of basin if no pedestal basin is specified.
- 464 Work description: Break out / remove urinal stainless steel / porcelain
- 468 Work description: Install / Replace urinal valve with flush master valve
- 471 Work description: Install Wall mounted porcelain bowl urinal with flush master valve complete  
Wall mounted urinals shall be of white glazed fireclay or vitreous china type, each approximately, with back flush entry and secured to wall with not less than two concealed hanger brackets. The urinals shall each be fitted with 38 mm diameter chromium plated domical grating, approved urinal flushing valve complete with push button assembly, spreader and all other necessary chromium plated fittings. Fit each urinal outlet with a white PVC, trap or brass chromium plated bottle trap.
- 486 Work description: Toilet pan and cistern remove complete
- 487 Work description: Fit toilet complete, include WC pan, cistern 9l, angle valve, flex connector and toilet seat.  
Pedestal water closet pans shall be of the wash down type, approximately 400 mm high, of white glazed fire clay or vitreous china, complying with the requirements of SABS Specification 497. The pans shall have "P" traps with straight outlets or right or left hand side outlets, as required. Pans shall be bedded onto the floors in 3:1 cement mortar. Pan shall be level and parallel with wall next to Pan. Installation of the cistern shall be done in accordance with the relevant manufacturer's instructions. Use approved porcelain low level cistern that complies with the requirements of SABS Specification 821, and complies with the requirements of SABS Specification 497. Low level cisterns shall be of the valve less siphon type or of the flushing valve type, each with body and removable cover – NB: Flush pipes to flushing cisterns shall have an internal diameter of not less than 34 mm. Install Cobra brand angle valve with chrome plated or braided flex connector, any other brand make shall first be approved by project manager. The pan shall be fitted with approved solid plastic double flap seats having closed fronts of size and shape, required to fit the pan. Fix to pan with non-ferrous metal fixing bolts or plastic bolts.
- 495 Work description: Replace shower taps.  
Taps shall be in line and shall be level. Taps for hot water shall be marked with red coloured plastic inserts and fixed on the left hand side of all basins, sinks, showers, etc. and taps for cold water with green/blue plastic inserts on the right hand side.
- 498 Work description: Fit / Replace shower rose  
Provide and fix in each shower cubicle an approved 50mm diameter brass chromium-plated shower rose connected with short length of 15mm diameter chromium-plated pipe taken down on wall to height required and connect to 15mm brass chromium-plated stop cock to cold water supply.

Respondent's signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**ITEM NO. SPECIFICATIONS PER ITEM.**

- 501 Work description: Install shower door (pivot) 1.40m X 2.00m  
Supply and install pivot shower door from Kal Aluminium or Wespeco or type approved by project manager. Install according to the manufacture's specifications.
- 513 Work description: Install / replace sink double bowl complete with cobra taps  
Stainless steel sinks with draining boards for domestic use shall comply with the requirements of SABS Specification 242, and shall be constructed of Type 304 stainless steel with exposed surfaces having satin finish. All provided with splash backs, tiling keys at back and at ends where against walls. The stainless steel for bowls and draining boards having an overall length not exceeding 1,52m shall be 0,9 mm thick, but for draining boards having an overall length exceeding 1,52m shall be 1,25 mm thick.  
\*\*Overlay sink shall be with brackets on bottom, no fixing on front or exposed sides shall be allowed.  
\*\*Drop in sinks fitted to post form tops shall be sealed with mould resistant silicone sealer and sealer shall be applied between sink and post form top, it shall not be applied only around sink after sink had been fitted in position.

**FIT/REPLACE ITEMS/ FURNITURE**

- 558 Work description: Fit/Replace mirror.  
Mirrors shall comply with the requirements of SABS Specification 1236, Class A. Unframed mirrors shall have polished edges (Bevelled edges are not permitted). Provide mirrors where shown or mentioned, size as specified in work list, side shall be rounded and polished edge silvered plate glass. Each mirror to be drilled four (4) times and countersunk screwed to plugs in wall with 38 mm long screws, fitted with domed chromium-plated cups. Provide at each fixing point a felt washer between wall and mirror or if specified on work list with mirror adhesive.
- 561 Work description: Fit/Replace toilet paper holder/dispenser.  
Replace/provide with type specified on work list. Chromium-plated toilet roll holders or White powder coated toilet paper dispenser holding 2 or 3 rolls.
- 562 Work description: Replace single 150mm x 150mm ceramic soap dish.  
Remove existing cracked or damaged soap receptacles, including cement mortar. Thoroughly clean out and wet hole. Provide and fit in cement mortar, a new approved white or colour glazed earthenware soap receptacle with tongued lip. Soap receptacles are to be thoroughly wetted in water prior to fixing, and neatly finished off with neat white cement grout. work description:
- 563 Work description: Install single soap dish, type as specified in work list  
Porcelain soap dish. Form openings in wall over bath and sink, where specified and provide and build in, in cement mortar 152 x 152mm approved white glazed earthenware soap receptacle. Soap receptacles are to be thoroughly wetted in water prior to fixing and neatly finished off with neat white cement grout.
- 565 Work description: Fit/Replace towel rail  
Provide chrome plated towel rail and brackets. Towel rail shall be 1m long and fix with fisher plugs and at least 35mm long countersunk self-tapping screws. REFIX TOWEL RAILS: Remove loose towel rails from wall. Drill out the existing wall plugs and replace with new patent plastic or hardwood wall plugs. Refit towel rails with 38mm long chromium-plated round-headed screws, securely screwed to plugs in wall.
- 568 Work description: Fit sign to indicate woman or men toilet

**PAINT PIPES/STEEL/STRUCTURE**

**Respondent's signature:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_



TENDER NO: BLE/51784

ASSET NO: 02BAD63C

ITEM NO. SPECIFICATIONS PER ITEM.

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- 807 Work description: Paint steel structure as specified on work list, primer, undercoat and finish coat as specified  
Item include all preparatory work, as specified by paint manufacture. If primer coat are specify in work list or if necessary to spot priming the surface all rust shall be removed. If repainting wash off all dust and dirt, sand and wipe sanding dust off with damp cloth. Apply paint as specified on work list. Each coat is to have a minimum dry film thickness of 30 microns.

“PREVIEW COPY ONLY”

Respondent's signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## ANNEXURE A

**ASSET DESCRIPTION:** store

**ASSET LOCATION:** Voortrekker road

**CITY / TOWN:** Saltriver

**WORK DESCRIPTION:** Maintenance and alterations to Transnet facilities

**TENDER NO:** BLE/51784

**ASSET NO:** 02BAD60C

**ITEM NO. SPECIFICATIONS PER ITEM.**

### CEILING

- 8 Work description: Fit Nutex ceiling complete, complete with brandering.  
Prior to securing board fit 38mm X 50mm brandering  
The ceiling board must always be fixed with the length of the board at right angles to the brandering. Boards shall be secured at 150mm centres with 38mm galvanized clout-headed nails. The nails shall be driven into the board with the nail head flush with the board. Board shall be joint with H- profile steel jointing strips. Boards can also be fix with chip board screws spaced as with clout nails.
- 13 Work description: Install brandering complete for rhino board or Nutec fibre cement ceiling boards  
Brandering for ceilings shall be 38 x 38mm, for truss spacing up to 1000mm.  
Brandering for ceilings shall be 38 x 50mm, for truss spacing up to 1001mm to 1200mm  
Brandering for ceilings shall be 50 x 50mm, for truss spacing up to 1201mm to 1400mm  
Main branders shall be at right angles to tie beams and spaced at 400mm centres.  
Branders shall be fixed with galvanized nails, accordance with SABS Specification 563. All brandering shall bear the standardisation mark of the South African Bureau of Standards.  
The brandering shall be securely spiked up to the supporting timbers with 90 mm wire nails.  
Cross brandering shall be cut in between the longitudinal brandering, all securely skew nailed to same with 90 mm wire nails. The sizes and spacing of brandering for the various types of ceilings shall be as follows: (a) Gypsum plaster board: fixed parallel to the ceiling boards at centres not exceeding 450 mm for 900 mm wide boards and 600 mm for 1200 mm wide boards. Brandering shall also be fixed around edges of ceilings where required for fixing cornices. Size 38 x 38 mm, at not exceeding 450 mm centres in one direction at right angles to the supporting timbers where metal H-section jointing strips are to be used.
- 21 Work description: Replace cornice partly  
Take off defective cornices to the ceilings specified and remove from site. Provide new cornices to match existing; fix new cornices to ceiling with 40 x 2mm diameter cadmium plated clout headed nails, and to wall surfaces with approved hardened steel nails, all at not more than 200mm. Provide new cornices to match existing.
- 29 Work description: Fit fibre glass insulation above ceiling  
All ceiling insulation materials shall comply with SABS Specification 1381. Ceilings shall be insulated, where so specified or where indicated on drawings, with approved resin bonded glass fibre or rock mineral wool insulation, not less than 75 mm thick, blanket form manufactured for the insulation of ceilings and laid in single thickness. The insulation shall be cut to size to closely fit between walls, ceiling joists, rafters, etc. and laid over brandering, or insulation may be of an approved mechanically blown cellulose fibre insulation having a minimum thickness of 75 mm.

**Respondent's signature:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**ITEM NO. SPECIFICATIONS PER ITEM.**

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- 35 Work description: Prepare ceiling area for painting.  
Wash ceiling thoroughly with hot water and sugar soap in order to remove any traces of dust, fat, oil and any other dirt. Preparation of ceilings shall include the driving in of all proud standing nails at rhino or Nutec ceilings or opening of all fine cracks with a sharp object, the filling of cracks and all small holes in ceiling with an appropriate filler. The areas under repair must be sanded down to a smooth, even finish. Brush down the surface, removing all loose particles and dust ensuring that the surface is sound. Sand existing paint on ceilings to provide bond for new paint. After sanding, wipe ceiling thoroughly with clean damp cloth to remove sanding dust. Let ceiling dry completely before any paint is applied. No sweeping or dusting shall be done after the ceiling has been prepared for painting or while painting is in progress or while paint is still wet.
- 39 Work description: Paint new ceiling complete with 1 COAT PLASTER PRIMER.  
Plaster Primer Paint work to ceilings INCLUDE cover strips and cornices. New ceiling: apply primer to all nail heads and apply one coat plaster primer to whole ceiling area. All surfaces not being painted, such as brickwork, sills, floors, joinery work and the like must be covered up and protected against spotting, before any painting is commenced with. No sweeping or dusting shall be done while painting is in progress or while paint is still wet.
- 41 Work description: Paint ceiling complete with 2 coat super acrylic PVA.  
Paint work to ceilings include the cover strips, cornices and the priming of nail heads or screws with universal undercoat for new ceiling sections. Apply two coats acrylic PVA. All surfaces not being painted, such as brickwork, sills, floors, joinery work and the like must be covered up and protected against spotting before any painting is commenced with. No sweeping or dusting shall be done while painting is in progress or while paint is still wet.

**WALLS INTERIOR**

- 64 Work description: Paint smooth plaster walls, 2 coats silk paint.  
All paint work shall be done to the specification of the manufacturer. Over coating shall be done as specified by the manufacturer. All surfaces not being painted, such as brickwork, sills, floors, joinery work and the like must be covered up and protected against spotting before any painting is commenced with. No sweeping or dusting shall be done while painting is in progress or while paint is still wet. All items that are more cost effective to remove from wall and to re-fix must be removed to avoid cutting in against items, such as notice boards, towel rails and other such items.
- 76 Work description: Remove glazed wall tiles.  
Remove old tiles completely with all adhesive and clean surfaces thoroughly, ready for new tiles.

Respondent's signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**ITEM NO. SPECIFICATIONS PER ITEM.**

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77 Work description: Lay glazed wall tiles.  
\*BEFORE TILING COMMENCES, THE REPRESENTATIVE MUST FIRST APPROVE THE SURFACE, IN SITE BOOK. \*ALL HOLLOW SOUNDING TILES SHALL BE REMOVED AND RE-FIXED. \*USE ONLY TYLON CM11 OR TAL PROFESSIONAL ADHESIVE OR TYPE APPROVED BY PROJECT MANAGER. \*NEVER USE SPOT OR BLOB METHODS. \*NEVER BUTT JOINT TILES.  
Glazed ceramic wall tile and fittings shall comply with (SABS 22). Tiles should be even in shape and size, free from cracks, twists or blemish and uniform in colour. Tiles shall be fixed in accordance with (SABS 0107). Tiles should be fixed with a cement based adhesive. The adhesive shall be as recommended by the manufacturer of the tiles. Joints shall be level, straight, continuous and with 2mm spacers for tiles up to 250 x 200mm and 3mm for bigger sizes as recommended by the tile manufacturer. Symmetrical arrangements of tiling, with cutting along both sides of panels, to avoid cutting of tiles smaller than 50mm wide, shall be done. Cutting and fitting of tiles against walls and around doorframes, etc must be neat, with a gap between 2 and 5 mm. Tiling is to be returned into reveals of openings, onto window sills, and onto top of screen walls, etc. Do not stack tiles outside, exposed to dust, dirt and rain. Store under cover and not in direct contact with soil. Use only approved cement based tile adhesive. Follow adhesive manufacturer's instructions. Use notched trowel to apply adhesive 6mm X 6mm notches at 6mm intervals. The BLOB and SPOT method must not be used. Joint widths shall be 3mm. Tiles must be dry before being bedded. Tap tiles level with a rubber mallet. All tiles must make 100% contact with adhesive, make sure there are no voids. Allow the adhesive to cure for 2 to 3 days before grouting. Use only approved grout. Mix grout with Tylon or Tal Bond-it in shower areas. Fill joints to lower edge of bevel and not level with the top of the tile. The work must be kept very clean during grouting as dried grout is almost impossible to remove from textured tiles. DO NOT USE ACIDS, SPIRITS OF SALTS, AMMONIA, OTHER STRONG CHEMICALS OR STEEL WOOL TO CLEAN TILES.

**FLOORS**

“PREVIEW ONLY”

Respondent's signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**ITEM NO. SPECIFICATIONS PER ITEM.**

- 363 Work description: Lay first grade ceramic tiles on floor.  
 \*BEFORE TILING COMMENCES, THE REPRESENTATIVE MUST FIRST APPROVE THE SURFACE, IN SITE BOOK.\*ALL TILES THAT SOUND HOLLOW SHALL BE REMOVED AND RE-FIXED. \*\*\*USE ONLY TYLON WB11, TAL PROFESIONAL ADHESIVE OR TYPE APPROVED BY PROJECT MANAGER. \*\*\*NEVER USE SPOT OR BLOB METHODS.\*\*\*NEVER BUT JOINT TILES. Thoroughly clean surfaces before any tiling commences. Smooth or painted surfaces must be chipped to 80% of area. KEY IT from TAL or TYLON must be applied over whole area. Glazed floor tiles shall comply with (SABS 1449). Tiles shall be even in shape and size, free from cracks, twists or blemishes and uniform in colour. The adhesive shall be Tylon CM11 tile adhesive for ceramic tiles and Tylon adhesive for porcelain tiles if porcelain tiles is specified. The use of any other type shall only be allowed if approved by the Project manager after adhesive was tested on site. Joints shall be straight, continuous with 5mm widths and pointed with waterproofing grout compound from TAL, Tylon or aproved type. Symmetrical arrangement of tiling with cutting along both sides of panels to avoid cutting of tiles smaller than 75mm wide shall be done. Cutting and fitting of tiles against walls and around doorframes, sanitary fittings, etc must be neat, with a gap between 4 and 6mm. Tile shall be level to each other at joints. Replace one broken or cracked floor tile between existing tiles. Use notched trowel to apply adhesive 10mm X 10mm notches at 6mm intervals. The BLOB and SPOT method must not be used. All excess adhesive shall be removed from joints before drying has occurred. Tiles must be dry before being bedded. Tap tiles level with a rubber mallet. All tiles must make 100% contact with adhesive, make sure there are no voids. Any tile that sound hollow, if tapped, shall be removed. Allow the adhesive to cure for 2 to 3 days before grouting. Use only approved grout, mix grout with Tylon or Tal Bond-it in areas specified. Fill joints to lower edge of bevel and not level with the top of the tile. The work must be kept very clean during grouting as dried grout is almost impossible to remove from textured tiles. DO NOT USE ACIDS, SPIRITS OF SALTS, AMMONIA, OTHER STRONG CHEMICALS OR STEEL WOOL TO CLEAN TILES.

**PLUMBING INTERIOR**

- 462 Work description: Install/replace wash hand basin, 2 taps, connector, outlet and rubber trap. Wash hand basins white porcelain/glazed ceramic and shall comply with (SABS 497). Pillar taps shall be chromium plated brass and of heavy pattern Cobra brand and shall comply with (SABS 226). Taps for hot water shall be marked with red coloured plastic inserts and fixed on the left hand side of all basins, sinks, showers, etc. Taps for cold water with green/blue plastic inserts on the right hand side. Waste outlet shall be chromium plated brass with plug, chain and of Cobra brand and shall comply with (SABS 226). Rubber trap shall comply with (SABS 1321). Installation of basin, taps, waste outlet and trap shall be done in accordance with the relevant manufacturer's instructions. Basin shall be fixed with silicone layer between basin and wall. Basin shall be level and shall be 800mm from finished floor level to top front section of basin if no pedestal basin is specified.
- 495 Work description: Replace shower taps.  
 Taps shall be in line and shall be level. Taps for hot water shall be marked with red coloured plastic inserts and fixed on the left hand side of all basins, sinks, showers, etc. and taps for cold water with green/blue plastic inserts on the right hand side.
- 498 Work description: Fit / Replace shower rose  
 Provide and fix in each shower cubicle an approved 50mm diameter brass chromium-plated shower rose connected with short length of 15mm diameter chromium-plated pipe taken down on wall to height required and connect to 15mm brass chromium-plated stop cock to cold water supply.

Respondent's signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## ITEM NO. SPECIFICATIONS PER ITEM.

- 501 Work description: Install shower door (pivot)  
Supply and install pivot shower door from Kal Aluminium or Wespeco or type approved by project manager. Install according to the manufacture's specifications.

## FIT/REPLACE ITEMS/ FURNITURE

- 561 Work description: Fit/Replace toilet paper holder/dispenser.  
Replace/provide with type specified on work list. Chromium-plated toilet roll holders or White powder coated toilet paper dispenser holding 2 or 3 rolls.
- 563 Work description: Install single soap dish, type as specified in work list  
Porcelain soap dish. Form openings in wall over bath and sink, where specified and provide and build in, in cement mortar 152 x 152mm approved white glazed earthenware soap receptacle. Soap receptacles are to be thoroughly wetted in water prior to fixing and neatly finished off with neat white cement grout.
- 565 Work description: Fit/Replace towel rail  
Provide chrome plated towel rail and brackets. Towel rail shall be 1m long and fix with fisher plugs and at least 35mm long countersunk self-tapping screws. REFIX TOWEL RAILS: Remove loose towel rails from wall. Drill out the existing wall plugs and replace with new patent plastic or hardwood wall plugs. Refit towel rails with 38mm long chromium-plated round-headed screws, securely screwed to plugs in wall.

## ROOF

- 584 Work description: Fit roof timber  
Remove all the scrap purlin as specified from rafters and remove from site. Provide and fix new purlin to match existing purlin in size. Purlin shall be laid 50mm side on rafter. All expose faces shall be wrot. Purlin shall in addition to nails also be secured to rafters at each intersection with a single 3,2 mm diameter galvanized wire tie with ends twisted. Any timber delivered to site not bearing the grade and SABS marks as specified above must immediately be removed from site and no portion of any such delivery may be used for any purpose. No marking of timber on site will be permitted. Use only Pozi Grip course thread and right size for corrugated roof sheets in fastening the sheeting to the wood purlin with, screws shall be Zinc and Cadmium plated or galvanized M6 coach screws. Use only 26mm bonded roof washers. NOTE: Do not over-tighten screws. Drive screw until slight deformation is just visible at crest of rib.

Respondent's signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**ITEM NO. SPECIFICATIONS PER ITEM.**

592 Work description: Fit new 0.80mm thick roof sheeting to steel structure  
 Supply and fit IBR profile sheets 0.8mm thick. The roof sheeting shall be laid in long lengths, narrow flutes outermost, with single flute side laps. The sheeting shall be laid with side-laps on the leeward side of the prevailing wind direction. An approved side-lap sealant shall be incorporated on roofing with a pitch of less than 15 degrees. All fixing holes shall be drilled and not punched. Roof sheets shall be fixed by means of No.14 Top speed Hex Head screws 65mm LG for steel purlin. Side-lap stitching shall be effected at no more than 600mm centres with 25mm LG Top speed Hex Head screws. Sheets shall be secured to purlin for 0.8mm thick sheets, a broad guideline for Purlin Spacing is not more than 2.30m centre for single span and not more than 2.65m for double span, cantilever not more than 0.60m but must meet manufacturer specification. Spacing are dependant on both downward loading and negative suction loading caused by wind a engineer must be consulted to calculate the load (kn/m<sup>2</sup>) for the particular thickness of sheets and purline spacing for the specific project.. Use 5.5mm x 82mm self drill posy screws with 26mm galvanized bonded rubber washer. Main fasteners shall be positioned in the crown of the second and fourth narrow flutes, i.e. two fasteners per sheet per purlin. Side laps shall be secured with fasteners spaced equally between purlin and at centres not exceeding 750mm. 15mm of the broad flute of all roof sheets shall be turned up through 45 deg. at the apex to form a dam and turned down through 10 deg. at the eaves to form a drip. Contractor to measure the required length before order the IBR roof sheets.

Every precaution shall be taken to prevent damage to roof sheets during all stages of construction. Duck boards should be used when necessary to protect the sheeting from damage. Sheeting which has become deformed or damaged in any way, shall be replaced.

The contractor shall exercise special care when handling long length sheeting, particularly in windy conditions. Should work be interrupted for any reason, all loose sheeting and incomplete sections must be adequately secured against possible movement by wind and gravity.

The contractor shall ensure that all materials used on site for cladding, etc are transported, handled and stored in accordance with the manufacturer's recommendations. Material damaged shall be rejected and replaced with undamaged material at the contractor's expense. Repair of damaged material will not generally be permitted. Rates are to include for preventing damage and protecting sheets through all stages of construction.

**DOOR GARAGE/STEEL**

829 Work description: Supply and Replace roller shutter door complete with 1year guarantee  
 Doors must comply to the following manufacturer specifications and quality. HYDRO COROMA, ROLL-UP or SERRANDA.  
 Doors to be galvanized mild steel. The operating mechanism must be mechanically by an endless chain. The operating mechanism must be on the left side, viewed from inside looking out. Contractor to measure on site for the manufacturing of steel roller shutter doors. The curtain slats to be galvanized mild steel. The slats thickness shall be at least 1mm, the guides and bottom rail shall be galvanized. The operating mechanism shall be as specified on work list, each door shall be fitted with a handle and centre outside accessible lock

**Respondent's signature:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

## ANNEXURE A

**ASSET DESCRIPTION:** Mess-room

**ASSET LOCATION:** Voortrekker road

**CITY / TOWN:** Salt river

**WORK DESCRIPTION:** Maintenance and alterations to Transnet facilities at scrapbank.

**TENDER NO:** BLE/51784

**ASSET NO:** 02BAD61C

**ITEM NO. SPECIFICATIONS PER ITEM.**

### CEILINGS

- 35 Work description: Prepare ceiling area for painting.  
Wash ceiling thoroughly with hot water and sugar soap in order to remove any traces of dust, fat, oil and any other dirt. Preparation of ceilings shall include the driving in of all proud standing nails at rhino or Nutec ceilings or opening of all fine cracks with a sharp object, the filling of cracks and all small holes in ceiling with an appropriate filler. The areas under repair must be sanded down to a smooth, even finish. Brush down the surface, removing all loose particles and dust ensuring that the surface is sound. Sand existing paint on ceilings to provide bond for new paint. After sanding, wipe ceiling thoroughly with clean damp cloth to remove sanding dust. Let ceiling dry completely before any paint is applied. No sweeping or dusting shall be done after the ceiling has been prepared for painting or while painting is in progress or while paint is still wet.
- 41 Work description: Paint ceiling complete with 2 coat super acrylic PVA.  
Paint work to ceilings include the cover strips, cornices and the priming of nail heads or screws with universal undercoat for new ceiling sections. Apply two coats acrylic PVA. All surfaces not being painted, such as brickwork, sills, floors, joinery work and the like must be covered up and protected against spotting before any painting is commenced with. No sweeping or dusting shall be done while painting is in progress or while paint is still wet.

### WALLS INTERIOR

- 64 Work description: Paint smooth plaster walls, 2 coats silk paint.  
All paint work shall be done to the specification of the manufacturer. Over coating shall be done as specified by the manufacturer. All surfaces not being painted, such as brickwork, sills, floors, joinery work and the like must be covered up and protected against spotting before any painting is commenced with. No sweeping or dusting shall be done while painting is in progress or while paint is still wet. All items that are more cost effective to remove from wall and to re-fix must be removed to avoid cutting in against items, such as notice boards, towel rails and other such items.
- 73 Work description: Chip 80% of wall and provide key coat on wall for ceramic tiles  
Apply Tylon Key it or Tal primer and keying agent to smooth surfaces. Surface must be firm, free of dust, wax polish and organic growth. Painted and gypsum plastered surfaces need to be chipped to remove 80% of paint or gypsum. Apply Tylon Key it or Tal keying agent as specified by the manufacturer.  
BEFORE ANY TILING MAY COMMENCE, THE REPRESENTATIVE MUST FIRST APPROVE THE SURFACE.
- 76 Work description: Remove glazed wall tiles.  
Remove old tiles completely with all adhesive and clean surfaces thoroughly, ready for new tiles.

**Respondent's signature:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_



**ITEM NO. SPECIFICATIONS PER ITEM.**

- 77 Work description: Lay glazed wall tiles.  
 \*BEFORE TILING COMMENCES, THE REPRESENTATIVE MUST FIRST APPROVE THE SURFACE, IN SITE BOOK. \*ALL HOLLOW SOUNDING TILES SHALL BE REMOVED AND RE-FIXED. \*USE ONLY TYLON CM11 OR TAL PROFESSIONAL ADHESIVE OR TYPE APPROVED BY PROJECT MANAGER. \*NEVER USE SPOT OR BLOB METHODS. \*NEVER BUTT JOINT TILES.  
 Glazed ceramic wall tile and fittings shall comply with (SABS 22). Tiles should be even in shape and size, free from cracks, twists or blemish and uniform in colour. Tiles shall be fixed in accordance with (SABS 0107). Tiles should be fixed with a cement based adhesive. The adhesive shall be as recommended by the manufacturer of the tiles. Joints shall be level, straight, continuous and with 2mm spacers for tiles up to 250 x 200mm and 3mm for bigger sizes as recommended by the tile manufacturer. Symmetrical arrangements of tiling, with cutting along both sides of panels, to avoid cutting of tiles smaller than 50mm wide, shall be done. Cutting and fitting of tiles against walls and around doorframes, etc must be neat, with a gap between 2 and 5 mm. Tiling is to be returned into reveals of openings, onto window sills, and onto top of screen walls, etc. Do not stack tiles outside, exposed to dust, dirt and rain. Store under cover and not in direct contact with soil. Use only approved cement based tile adhesive. Follow adhesive manufacturer's instructions. Use notched trowel to apply adhesive 6mm X 6mm notches at 6mm intervals. The BLOB and SPOT method must not be used. Joint widths shall be 3mm. Tiles must be dry before being bedded. Tap tiles level with a rubber mallet. All tiles must make 100% contact with adhesive, make sure there are no voids. Allow the adhesive to cure for 2 to 3 days before grouting. Use only approved grout. Mix grout with Tylon or Tal Bond-it in shower areas. Fill joints to lower edge of bevel and not level with the top of the tile. The work must be kept very clean during grouting as dried grout is almost impossible to remove from textured tiles. DO NOT USE ACIDS, SPIRITS OF SALTS, AMMONIA, OTHER STRONG CHEMICALS OR STEEL WOOL TO CLEAN TILES.

**WINDOWS INT AND EXT**

- 204 Work description: Paint window frame complete.  
 Clean window frame from rust and dirt by scraping or by means of steel wire brush. Sand frame complete and wipe off all sanding dust to obtain a perfectly clean surface. Prime all exposed metal surfaces with an approved metal primer. Apply one coat universal undercoat and two coats water-base Dulux Pearl glo. After painting window-openings, sections shall open and close easily. All Window handles, peg stays and sliding stays shall be removed to paint window. The Window handles, peg stays and sliding stays shall be removed, cleaned and re-fitted. Contractor shall be responsible for any lost window fittings.

**DOORS/SECURITY GATES**

- 287 Work description: Varnish door complete, 2 coats.  
 Previously varnished doors: Remove handles, wash thoroughly with a suitable detergent to remove all dirt and rinse with clean water. Remove defective varnish and repair all holes and defective places with a suitable wood filler. Sand complete door and wipe off all sanding dust with a damp cloth. Allow to dry and apply two coats of varnish on varnished doors. Re-fit door handles  
 New doors to be varnished: Remove lock and door handles, Fill all defective places with suitable wood filler, sand smooth and wipe sanding dust off with damp cloth. Allow to dry and apply. Apply three coats varnish on doors. Allow varnish to dry between coats. Re-fit lock and handles.

Respondent's signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**ITEM NO. SPECIFICATIONS PER ITEM.**

- 302 Work description: Security gate spot prime and paint 2 coats.  
Remove all defective paint and rust, sand completely and wipe off all sanding dust with a damp cloth. Spot prime any bare metal areas with Dulux, Plascon or approved anti rust primer. Apply Plascon, Dulux or approved universal undercoat and one coat Plascon, Dulux or approved gloss enamel.

**FLOORS**

- 353 Work description: Remove floor carpets  
Remove existing carpets completely and clean sub floor.
- 356 Work description: Lay floor carpets Berber point  
The laying of textile floor covering shall be in accordance with SABS 0186. The laying of carpets shall include all preparatory work to screed surfaces, priming and adhesives in accordance with the relevant manufacturer's instructions. Where skirting and quadrants are fixed the quadrants must be removed and the carpets laid against skirting, the quadrants must be re-fixed at their original place with new 32mm panel pins where no skirting or quadrants are fixed the carpets must be laid against the wall. After the carpets had been laid there must be no air bubbles and the cutting at doorframes must be neat. Where necessary doors must be cut at the bottom to have a clearance of 6mm. Glue marks on carpet tiles shall not be cleaned, tiles shall be replace.
- 363 Work description: Lay first grade ceramic tiles on floor.  
\*BEFORE TILING COMMENCES, THE REPRESENTATIVE MUST FIRST APPROVE THE SURFACE, IN SITE BOOK.\*ALL TILES THAT SOUND HOLLOW SHALL BE REMOVED AND RE-FIXED. \*\*\*USE ONLY TYLON WB11, TAL PROFESSIONAL ADHESIVE OR TYPE APPROVED BY PROJECT MANAGER. \*\*\*NEVER USE SPOT OR BLOB METHODS.\*\*\*NEVER BUT JOINT TILES. Thoroughly clean surfaces before any tiling commences. Smooth or painted surfaces must be chipped to 80% of area. KEY IT from TAL or TYLON must be applied over whole area. Glazed floor tiles shall comply with (SABS 1449). Tiles shall be even in shape and size, free from cracks, twists or blemishes and uniform in colour. The adhesive shall be Tylon CM11 tile adhesive for ceramic tiles and Tylon adhesive for porcelain tiles if porcelain tiles is specified. The use of any other type shall only be allowed if approved by the Project manager after adhesive was tested on site. Joints shall be straight, continuous with 5mm widths and pointed with waterproofing grout compound from TAL, Tylon or aproved type. Symmetrical arrangement of tiling with cutting along both sides of panels to avoid cutting of tiles smaller than 75mm wide shall be done. Cutting and fitting of tiles against walls and around doorframes, sanitary fittings, etc must be neat, with a gap between 4 and 6mm. Tile shall be level to each other at joints. Replace one broken or cracked floor tile between existing tiles. Use notched trowel to apply adhesive 10mm X 10mm notches at 6mm intervals. The BLOB and SPOT method must not be used. All excess adhesive shall be removed from joints before drying has occurred. Tiles must be dry before being bedded. Tap tiles level with a rubber mallet. All tiles must make 100% contact with adhesive, make sure there are no voids. Any tile that sound hollow, if tapped, shall be removed. Allow the adhesive to cure for 2 to 3 days before grouting. Use only approved grout, mix grout with Tylon or Tal Bond-it in areas specified. Fill joints to lower edge of bevel and not level with the top of the tile. The work must be kept very clean during grouting as dried grout is almost impossible to remove from textured tiles. DO NOT USE ACIDS, SPIRITS OF SALTS, AMMONIA, OTHER STRONG CHEMICALS OR STEEL WOOL TO CLEAN TILES.

**CUPBOARDS / TABLE**

- 448 Work description: Replace Formica post form top with granite top.( available from Tiletoria paardeneiland)

**Respondent's signature:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

## ITEM NO. SPECIFICATIONS PER ITEM.

## PLUMBING INTERIOR

- 462 Work description: Install/replace wash hand basin, 2 taps, connector, outlet and rubber trap. Wash hand basins white porcelain/glazed ceramic and shall comply with (SABS 497). Pillar taps shall be chromium plated brass and of heavy pattern Cobra brand and shall comply with (SABS 226). Taps for hot water shall be marked with red coloured plastic inserts and fixed on the left hand side of all basins, sinks, showers, etc. Taps for cold water with green/blue plastic inserts on the right hand side. Waste outlet shall be chromium plated brass with plug, chain and of Cobra brand and shall comply with (SABS 226). Rubber trap shall comply with (SABS 1321). Installation of basin, taps, waste outlet and trap shall be done in accordance with the relevant manufacturer's instructions. Basin shall be fixed with silicone layer between basin and wall. Basin shall be level and shall be 800mm from finished floor level to top front section of basin if no pedestal basin is specified.
- 464 Work description: Break out / remove urinal stainless steel / porcelain
- 465 Work description: Replace urinal bottle trap
- 468 Work description: Install / Replace urinal valve with flush master valve
- 471 Work description: Install Wall mounted porcelain bowl urinal with flush master valve complete  
Wall mounted urinals shall be of white glazed fireclay or vitreous china type, each approximately, with back flush entry and secured to wall with not less than two concealed hanger brackets. The urinals shall each be fitted with 38 mm diameter chromium plated domical grating, approved urinal flushing valve complete with push button assembly, spreader and all other necessary chromium plated fittings. Fit each urinal outlet with a white PVC, trap or brass chromium plated bottle trap.
- 486 Work description: Toilet pan and cistern remove complete
- 487 Work description: Fit toilet complete, include WC pan, cistern 9l, angle valve, flex connector and toilet seat.  
Pedestal water closet pans shall be of the wash down type, approximately 400 mm high, of white glazed fire clay or vitreous china, complying with the requirements of SABS Specification 497. The pans shall have "P" traps with straight outlets or right or left hand side outlets, as required. Pans shall be bedded onto the floors in 3:1 cement mortar. Pan shall be level and parallel with wall next to Pan. Installation of the cistern shall be done in accordance with the relevant manufacturer's instructions. Use approved porcelain low level cistern that complies with the requirements of SABS Specification 821, and complies with the requirements of SABS Specification 497. Low level cisterns shall be of the valve less siphon type or of the flushing valve type, each with body and removable cover – NB: Flush pipes to flushing cisterns shall have an internal diameter of not less than 34 mm. Install Cobra brand angle valve with chrome plated or braided flex connector, any other brand make shall first be approved by project manager. The pan shall be fitted with approved solid plastic double flap seats having closed fronts of size and shape, required to fit the pan. Fix to pan with non-ferrous metal fixing bolts or plastic bolts.
- 495 Work description: Replace shower taps.  
Taps shall be in line and shall be level. Taps for hot water shall be marked with red coloured plastic inserts and fixed on the left hand side of all basins, sinks, showers, etc. and taps for cold water with green/blue plastic inserts on the right hand side.

Respondent's signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**ITEM NO. SPECIFICATIONS PER ITEM.**

- 498 Work description: Fit / Replace shower rose  
Provide and fix in each shower cubicle an approved 50mm diameter brass chromium-plated shower rose connected with short length of 15mm diameter chromium-plated pipe taken down on wall to height required and connect to 15mm brass chromium-plated stop cock to cold water supply.
- 501 Work description: Install shower door (pivot)  
Supply and install pivot shower door from Kal Aluminium or Wespeco or type approved by project manager. Install according to the manufacture's specifications.
- 512 Work description: Install / replace sink single bowl.  
Stainless steel sinks with draining boards for domestic use shall comply with the requirements of SABS Specification 242, and shall be constructed of Type 304 stainless steel with exposed surfaces having satin finish. All provided with splash backs, tiling keys at back and at ends where against walls. The stainless steel for bowls and draining boards having an overall length not exceeding 1,52m shall be 0,9 mm thick, but for draining boards having an overall length exceeding 1,52m shall be 1,25 mm thick.  
\*\*Overlay sink shall be with brackets on bottom, no fixing on front or exposed sides shall be allowed.  
\*\*Drop in sinks fitted to post form tops shall be sealed with mould resistant silicone sealer and sealer shall be applied between sink and post form top, it shall not be applied only around sink after sink had been fitted in position.

**FIT/REPLACE ITEMS/ FURNITURE**

- 558 Work description: Fit/Replace mirror.  
Mirrors shall comply with the requirements of SABS Specification 1236, Class A. Unframed mirrors shall have polished edges (Bevelled edges are not permitted). Provide mirrors where shown or mentioned, size as specified in work list, side shall be rounded and polished edge silvered plate glass. Each mirror to be drilled four (4) times and countersunk screwed to plugs in wall with 38 mm long screws, fitted with domed chromium-plated cups. Provide at each fixing point a felt washer between wall and mirror or if specified on work list with mirror adhesive.
- 561 Work description: Fit/Replace toilet paper holder/dispenser.  
Replace/provide with type specified on work list. Chromium-plated toilet roll holders or White powder coated toilet paper dispenser holding 2 or 3 rolls.
- 562 Work description: Replace single 150mm x 150mm ceramic soap dish.  
Remove existing cracked or damaged soap receptacles, including cement mortar. Thoroughly clean out and wet hole. Provide and fit in cement mortar, a new approved white or colour glazed earthenware soap receptacle with tongued lip. Soap receptacles are to be thoroughly wetted in water prior to fixing, and neatly finished off with neat white cement grout. work description:
- 565 Work description: Fit/Replace towel rail  
Provide chrome plated towel rail and brackets. Towel rail shall be 1m long and fix with fisher plugs and at least 35mm long countersunk self-tapping screws. REFIX TOWEL RAILS: Remove loose towel rails from wall. Drill out the existing wall plugs and replace with new patent plastic or hardwood wall plugs. Refit towel rails with 38mm long chromium-plated round-headed screws, securely screwed to plugs in wall.
- 568 Work description: Fit sign to indicate woman or men toilet

**PAINT PIPES/STEEL/STRUCTURE**

Respondent's signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

TENDER NO: BLE/51784

ASSET NO: 02BAD61C

**ITEM NO. SPECIFICATIONS PER ITEM.**

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807 Work description: Paint steel structure as specified on work list, primer, undercoat and finish coat as specified  
Item include all preparatory work, as specified by paint manufacture. If primer coat are specify in work list or if necessary to spot priming the surface all rust shall be removed. If repainting wash off all dust and dirt, sand and wipe sanding dust off with damp cloth. Apply paint as specified on work list. Each coat is to have a minimum dry film thickness of 30 microns.

“PREVIEW COPY ONLY”

Respondent's signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## ANNEXURE A

**ASSET DESCRIPTION:** Store

**ASSET LOCATION:** Voortrekker road

**CITY / TOWN:** Saltriver

**WORK DESCRIPTION:** Maintenance and alterations to Transnet facilities at scrapbank

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**TENDER NO:** BLE/51784

**ASSET NO:** 02BAD62c

**ITEM NO.      SPECIFICATIONS PER ITEM.**

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### CONCRETE SLABS/PAVING

- 847 Work description: Supply re-enforcing mesh 100mm x 100mm X 12mm and place in position  
All welded steel fabric reinforcement shall comply with the requirements of SABS
- 850 Work description: Provide concrete apron/slab 200mm thick, 25 MPA.  
Excavate or fill, level and grade the ground as required, around the building. Form aprons with Class Concrete, 200mm thick, Cast ramp at entrance 1m wide and 7m in length. Laid in panels not to exceed 1,5m long and 1.2m wide and finished off with a wooden float to an even surface before the concrete has set. The panels are to be separated from each other and from adjoining walls by the insertion of 12mm thick soft board pieces, to form expansion joints. Once the concrete has set the soft board dividing strips are to be completely removed and the joints thus formed are to be filled in with an approved bitumen to within 12mm of the finished surface. The top corners of all panels are to be neatly rounded with a nosing tool while the concrete is still green. **CURING OF CONCRETE:** After the concrete has been placed, all exposed surfaces shall be continuously kept damp for at least 10 days by methods as may be approved by the Representative/Agent. Such methods include, covering the concrete with plastic sheeting.

**Respondent's signature:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

## ANNEXURE A

**ASSET DESCRIPTION:** Store

**ASSET LOCATION:** Voortrekker road

**CITY / TOWN:** Saltriver

**WORK DESCRIPTION:** Maintenance and alterations to Transnet facilities at scrapbank

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**TENDER NO:** BLE/51784

**ASSET NO:** 02BAD62c

**ITEM NO.      SPECIFICATIONS PER ITEM.**

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**Respondent's signature:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**ANNEXURE B**  
**TENDER PRICE LIST PER ITEM**

**ASSET DESCRIPTION:** Office

**CITY / TOWN:** Saltriver

**TENDER NO:** BLE/51784

**ASSET NO:** 02BAD63C

**WORK DESCRIPTION** Maintenance and alterations to Transnet facilities at scrapbank.

**TENDER PRICE LIST TO INTERIOR AND EXTERIOR WORK TO BUILDINGS**

Measurements and or quantities do not include off cuts or waste all measurements of material is measure as nett fixed. Contractor to add his own % for off cuts and waste.

The contractor is responsible to check all the measurements and quantities before ordering any material. The measurement and quantities are only a guide for tender purposes.

Value Added Tax (VAT) shall be excluded in the schedule of rates and prices.

To be supplied by the Contractor: The Contractor shall provide all labour, material, transport, consumable stores, plant, equipment, tools, services, materials and ingredients of every description required for the carrying out and completion of the WORK as per the attached work list and specification and as may be ordered by the Project Manager.

**GENERAL:** The Building will be occupied during renovations, The Project manager, contractor and manager of the TFR staff using the building will discuss and agree on site the maintenance plan for the building. The necessary move of furniture in the same room if necessary is included in all the items. All normal cleaning, preparation include sanding, stopping and wash of items to be painted as specified by the paint manufacturer is included in all the paint items. Were abnormal cleaning is required it will be specified as an additional item. All scaffolding and use of ladders up to 4.50m high interior and exterior if and as necessary is part of all the items. All work shall be done according to the attached specifications and shall comply with the National building regulations. Unless otherwise specified all materials must comply with SANS specifications. Where no applicable SANS Specification exists the materials must be approved by the Transnet Freight Rail project manager. All material shall be fitted, install or applied as specified by the manufacture.

The contractor shall be liable for any damages cause by him or his staff to any Transnet Freight Rail property or equipment.

**SAFETY:** The contractor shall comply with the Occupational Health Safety Act, 1993 (Act 85 of 1993).

Page 1 of 4	SUB TOTAL	PAGE 1	
<b>TENDER NO: BLE/51784</b>	<b>ASSET NO: 02BAD63C</b>		

ITEM NO	FAULT DISCRPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
<b>CEILINGS</b>					
35	Prepare ceiling surface for painting. wash rhino, nutec or concrete ceilings with sugar soap. fill all cracks and holes, sand existing ceiling paint to provide bonding for new paint. rinse ceiling with clean water to remove sugar soap and sanding dust.	84	M^2		
41	Paint ceiling 2 coats super acrylic PVA. apply paint only after preparation as per attached specification.	84	M^2		

**WALLS INTERIOR**

**Respondent's signature:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_



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TENDER NO: BLE/51784

ASSET NO: 02BAD63C

ITEM NO	FAULT DISCRPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
64	Paint smooth plaster walls 2 coats Dulux wash 'n wear or Plascon double velvet silk finish paint. apply paint only after preparation as per attached specification. colour: barely beige code 3h1-1	26	M^2		
71	Apply two coats brick dressing to face brick walls after all preparations, as specified, was done	80	M^2		
76	Remove glazed wall tiles complete from plaster or brick wall. remove all adhesive.	100	M^2		
77	Lay 1st grade 200 x 250mm white ceramic glazed wall tiles. use 3mm spacers. item include walls, reveals, soffits, sills and the top of shower walls. use white grout. use only Tylon wb11 adhesive or adhesive approved by project manager	112	M^2		
<b>WINDOWS INTERIOR</b>					
157	Paint window sill: item includes, wash, sand, rinse with clean water and paint of previously painted window sill with 2 coats grey floor/stoep paint.	16	EA		
<b>WINDOWS INT AND EXT</b>					
204	Paint residential large pane type window frame complete, with 1 coat universal undercoat and 2 coats Dulux water-base pearlglo lockness code -311-5. item includes removing all old paint from glass area and cleaning of glass. see detailed specifications.	38	M^2		
<b>DOORS/SECURITY GATES</b>					
286	Paint door complete both sides, side edges, top edge undercoat and 2 coats Dulux pearlglo river rock code 6j1-7. Do preparation before painting per spec. Door 810mmx2.03m=3.66m <sup>2</sup> . 75mmx2.03m=3.42m <sup>2</sup> . Item include remove before paint and refit of handles	32	M^2		
287	Varnish door complete both sides, side edges and top edge, 3 coats varnish. use exterior varnish on exterior side. door 810mmx2.03m= 3.66m <sup>2</sup> . Door 750mmx2.03m= 3.42m <sup>2</sup> . Do preparations as per attached specifications. Item include remove and re-fit of handle	10	M^2		
302	Security gate prepare for painting, spot prime, paint 1 coat universal undercoat and 1 coat white gloss enamel. single standard 810 x 2030mm gate, 40mm square tubing outer frame. 25mm square tubing gate frame and 12mm dia round bars . see attached spec	4	M^2		
303	Manufacture and install security gate 2.10 m x 900 mm. paint gate 1 coat steel anti rust primer, 1 coat universal undercoat and 1 coat gloss enamel, read attached detailed specifications.	3	EA		
<b>FLOORS</b>					
353	Remove floor carpets and clean floor-all adhesive	14	M^2		
356	Lay floor carpets Berber point 920 or van Dyck Florpoint 980, as per attached specifications. finish a= charcoal, finish b =Senegal, finish c = lava	14	M^2		
360	Remove ceramic tiles from sub floor	64	M^2		
363	Lay 1st grade porcelain floor tiles on floor (use 10 x 6mm notched trowel) joints 5mm wide) use only Tylon wb11 tile adhesive for ceramic tiles and Tylon adhesive for porcelain tiles or adhesive approved by project manager. Read specifications	80	M^2		
<b>CUPBOARDS / TABLE</b>					
448	Fit 500mm wide X 2500mm X 50mm Postform top.	1	EA		

Respondent's signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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TENDER NO: BLE/51784

ASSET NO: 02BAD63C

ITEM NO	FAULT DISCRPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
<b>PLUMBING INTERIOR</b>					
461	Remove broken basin, remove taps and waste for reuse and supply new porcelain basin, fit to new basin. fit new basin to wall complete and couple to water and sewer network	2	EA		
462	Install approved type porcelain wash hand basin, 2 cobra heavy pattern pillar taps with star handle, 2 braided flex connectors, chrome plated brass outlet, chain, plug and rubber trap (install basin 800mm high from floor to front top edge of basin)	4	JOB		
464	Break out / remove urinal stainless steel/ porcelain	2	EA		
468	Fit / replace cobra watertech concealed cobra watertech flush master valve for urinal complete with push button pushrod.	2	EA		
471	Install/replace large type porcelain bowl urinal complete with grate outlet plastic white bottle trap junior flush master (install urinal 650mm from floor level to front top edge of urinal)	2	EA		
486	Remove toilet pan and cistern complete, item do not include pipes	2	EA		
487	Fit toilet complete, include wc pan, 9 litre porcelain cistern, cobra angle valve, flex connector and heavy duty plastic seat (not close couple).	2	EA		
495	Replace existing damaged shower tap with new heavy pattern cobra under tile shower tap with star handle complete. item includes all necessary fittings, the opening of wall, repair of wall and tiles	8	EA		
498	Fit / replace shower rose with swivel type complete with cobra brass chrome plated extension pipe with cover plate	4	EA		
501	Install kal/wespeco or approved pivot glass and aluminium shower door with obscure/frosted glass. silicone sealer shall be applied between tiles and aluminium frame before fitting frame and not after frame has been fixed. width 1.40m X 2.00m	4	EA		
513	Fit / Replace sink only double bowl, item exclude cabinet, fit 1800mm long x 530mm wide double bowl **overlay** drop in** stainless steel sink, complete with chrome plated brass outlet with plug. (read attached detail specifications)	1	EA		
<b>FIT/REPLACE ITEMS/ FURNITURE</b>					
558	Fit mirror 350mm x 600mm fix with two sided tape and mirror adhesive	1	EA		
561	Fit toilet paper holder white lockable paper dispenser type holding 2 or 3 rolls	2	EA		
562	Break out broken porcelain soap dish, supply new porcelain soap dish and install complete in position with ceramic tile adhesive and finish joints with grout to match tiles. (for shower fit 1250mm height from shower floor)	4	EA		
563	Fit soap dish build in porcelain/ chrome plated type fit on to tiles. (for shower fit 1250mm height from shower floor)	2	EA		
565	Fit / replace towel rail	4	EA		
568	Fit standard type plastic 200mm x 200m sign to door to indicate men and or woman toilet or ablution facilities.	4	EA		
<b>PAINT PIPES/STEEL/STRUCTURE</b>					

Respondent's signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

TENDER NO: BLE/51784

ASSET NO: 02BAD63C

ITEM NO	FAULT DISCRPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
807	Steel structure as specified remove loose paint, sand, wash off all dirt and sanding dust, spot prime bare metal areas and apply 1 coat universal under coat and 1 coat gloss enamel paint (see explanation for colour) (see attached paint specification)	7	M^2		

TOTAL PAGE 1 TO PAGE 4 R

**PRELIMINARY AND GENERAL**

P and G shall include all cost not directly relate to a specific item on the schedule of prices and rates. All items not specifically mentioned in the Schedule of Rates and prices and form part of contractor's requirements such as cost of stationery, as well as establishment of workers on site and removal of site establishment, it will also include the handing over of the site to the contractor and the handing back of the site after completion of work .

P + G

R

**RISK AND SAFETY**

Cost for the risk and saftey must include the risk assessment. The risk assesment is a full identification of the risks before the work starts and the necessary equipment, appropriate precautions and systems of work that must be provided and Implemented.

RISK AND SAFETY R

Cost for risk and safety include complete compliance with the current Occupational Health Safety Act.

Included in risk and safety. The standardised Transnet Freight Rail induction shall be given to all staff of all contractors at the start of each project and the contractors shall send all his staff that will work on the Transnet Freight Rail site to the induction on the date as agreed on between TFR Project manager and the contractor.

TOTAL PRICE CIVIL WORK EXLUDE VAT R

**The total price for Civil and electrical work, excluding VAT, must be carried over as one total amount to the Service Fees and Cost Form, Section 6 of the RFQ. The amount must also be written in words on the Service Fees and Cost Form.**

Respondent's signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**ANNEXURE B**  
**TENDER PRICE LIST PER ITEM**

ASSET DESCRIPTION: store

CITY / TOWN: Saltriver

TENDER NO: BLE/51784

ASSET NO: 02BAD60C

WORK DESCRIPTION: Maintenance and alterations to Transnet facilities

**TENDER PRICE LIST TO INTERIOR AND EXTERIOR WORK TO BUILDINGS**

Measurements and or quantities do not include off cuts or waste all measurements of material is measure as nett fixed. Contractor to add his own % for off cuts and waste.

The contractor is responsible to check all the measurements and quantities before ordering any material. The measurement and quantities are only a guide for tender purposes.

Value Added Tax (VAT) shall be excluded in the schedule of rates and prices.

To be supplied by the Contractor: The Contractor shall provide all labour, material, transport, consumable stores, plant, equipment, tools, services, materials and ingredients of every description required for the carrying out and completion of the WORK as per the attached work list and specification and as may be ordered by the Project Manager.

**GENERAL:** The Building will be occupied during renovations, The Project manager, contractor and manager of the TFR staff using the building will discuss and agree on site the maintenance plan for the building. The necessary move of furniture in the same room if necessary is included in all the items. All normal cleaning, preparation include sanding, stopping and wash of items to be painted as specified by the paint manufacturer is included in all the paint items. Were abnormal cleaning is required it will be specified as an additional item. All scaffolding and use of ladders up to 4.50m high interior and exterior if and as necessary is part of all the items. All work shall be done according to the attached specifications and shall comply with the National building regulations. Unless otherwise specified all materials must comply with SANS specifications.

Where no applicable SANS Specification exists the materials must be approved by the Transnet Freight Rail project manager.

All material shall be fitted, install or applied as specified by the manufacture.

The contractor shall be liable for any damages cause by him or his staff to any Transnet Freight Rail property or equipment.

**SAFETY:** The contractor shall comply with the Occupational Health Safety Act, 1993 (Act 85 of 1993).

Page 1 of 3	SUB TOTAL	PAGE 1	
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TENDER NO: BLE/51784

ASSET NO: 02BAD60C

ITEM NO	FAULT DISCRPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
<b>CEILING</b>					
8	Install nutec 4mm board ceiling exclude brandering include h profile strips	7	M^2		
13	Install brandering complete, include skew nailing (specify size according table in specifications)	21	M		
21	Replace cornice to match existing cornice (specify type)	24	M		

Respondent's signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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TENDER NO: BLE/51784

ASSET NO: 02BAD60C

ITEM NO	FAULT DISCRPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
29	Fit fibre glass insulation 75mm thick)	7	M^2		
35	Prepare ceiling surface for painting. wash rhino, nutec or concrete ceilings with sugar soap. fill all cracks and holes, sand existing ceiling paint to provide bonding for new paint. rinse ceiling with clean water to remove sugar soap and sanding dust.	7	M^2		
39	Spot prime all nail heads with universal undercoat and paint new ceiling complete with one coat plaster primer. (see attached paint specification)	7	M^2		
41	Paint ceiling 2 coats super acrylic PVA. apply paint only after preparation as per attached specification.	7	M^2		
<b>WALLS INTERIOR</b>					
64	Paint smooth plaster walls 2 coats Dulux wash 'n wear or Plascon double velvet silk finish paint. apply paint only after preparation as per attached specification. colour: barely beige code 3h1-1	60	M^2		
76	Remove glazed wall tiles complete from plaster or brick wall. remove all adhesive.	6	M^2		
77	Lay 1st grade 200 x 250mm white ceramic glazed wall tiles. use 3mm spacers. item include walls, reveals, soffits, sills and the top of shower walls. use white grout. use only Tylon wb11 adhesive or adhesive approved by project manager	6	M^2		
<b>FLOORS</b>					
363	Lay 1st grade porcelain floor tiles on floor (use 10 x 6mm notched trowel) joints 5mm wide) use only Tylon wb11 tile adhesive for ceramic tiles and Tylon adhesive for porcelain tiles or adhesive approved by project manager. Read specifications	6	M^2		
<b>PLUMBING INTERIOR</b>					
462	Install approved type porcelain wash hand basin, 2 cobra heavy pattern pillar taps with star handle, 2 braided flex connectors, chrome plated brass outlet, chain, plug and rubber trap (install basin 800mm high from floor to front top edge of basin)	1	JOB		
495	Replace existing damaged shower tap with new heavy pattern cobra under tile shower tap with star handle complete. item includes all necessary fittings, the opening of wall, repair of wall and tiles	2	EA		
498	Fit / replace shower rose with swivel type complete with cobra brass chrome plated extension pipe with cover plate	1	EA		
501	Install kal/wespeco or approved pivot glass and aluminium shower door with obscure/frosted glass. silicone sealer shall be applied between tiles and aluminium frame before fitting frame and not after frame has been fixed.	1	EA		
<b>FIT/REPLACE ITEMS/ FURNITURE</b>					
561	Fit toilet paper holder white lockable paper dispenser type holding 2 or 3 rolls	1	EA		
563	Fit soap dish build in porcelain/ chrome plated type fit on to tiles. (for shower fit 1250mm height from shower floor)	1	EA		
565	Fit / replace towel rail	1	EA		
<b>ROOF</b>					
584	fit roof timber size 150mm x 50mm complete with truss hangers to secure timber.	16	M		

Respondent's signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

TENDER NO: BLE/51784

ASSET NO: 02BAD60C

ITEM NO	FAULT DISCRPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
592	Fit 0.8mm thick IBR profile roof sheet to steel structure up to ???.0m high, purline spacing, fitting as per attached specification and as per manufacture specification. (specify type sheeting?????) work done as per approved by safety plan	8	M^2		
<b>DOOR GARAGE/STEEL</b>					
829	Remove sliding doors and replace with roller shutter door:Serranda. (1) 2.90m X 2.70m (1) 3.55m X 2.90m (1) 3.05m X 2.90m (1) 2.90 X 2.70m with wicket access door.	4	EA		

TOTAL PAGE 1 TO PAGE 3 R

**PRELIMINARY AND GENERAL**

P and G shall include all cost not directly relate to a specific item on the schedule of prices and rates. All items not specifically mentioned in the Schedule of Rates and prices and form part of contractor's requirements such as cost of stationery, as well as establishment of workers on site and removal of site establishment, it will also include the handing over of the site to the contractor and the handing back of the site after completion of work .

P + G

R

**RISK AND SAFETY**

Cost for the risk and saftey must include the risk assessment. The risk assesment is a full identification of the risks before the work starts and the necessary equipment, appropriate precautions and systems of work that must be provided and Implemented.

RISK AND SAFETY R

Cost for risk and safety include complete compliance with the current Occupational Health Safety Act.

Included in risk and safety. The standardised Transnet Freight Rail induction shall be given to all staff of all contractors at the start of each project and the contractors shall send all his staff that will work on the Transnet Freight Rail site to the induction on the date as agreed on between TFR Project manager and the contractor.

TOTAL PRICE CIVIL WORK EXLUDE VAT R

**The total price for Civil and electrical work, excluding VAT, must be carried over as one total amount to the Service Fees and Cost Form, Section 6 of the RFQ. The amount must also be written in words on the Service Fees and Cost Form.**

Respondent's signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**ANNEXURE B**  
**TENDER PRICE LIST PER ITEM**

**ASSET DESCRIPTION:** Mess-room

**CITY / TOWN:** Salt river

**TENDER NO:** BLE/51784

**ASSET NO:** 02BAD61C

**WORK DESCRIPTION:** Maintenance and alterations to Transnet facilities at scrapbank.

**TENDER PRICE LIST TO INTERIOR AND EXTERIOR WORK TO BUILDINGS**

Measurements and or quantities do not include off cuts or waste all measurements of material is measure as nett fixed. Contractor to add his own % for off cuts and waste.

The contractor is responsible to check all the measurements and quantities before ordering any material. The measurement and quantities are only a guide for tender purposes.

Value Added Tax (VAT) shall be excluded in the schedule of rates and prices.

To be supplied by the Contractor: The Contractor shall provide all labour, material, transport, consumable stores, plant, equipment, tools, services, materials and ingredients of every description required for the carrying out and completion of the WORK as per the attached work list and specification and as may be ordered by the Project Manager.

**GENERAL:** The Building will be occupied during renovations, The Project manager, contractor and manager of the TFR staff using the building will discuss and agree on site the maintenance plan for the building. The necessary move of furniture in the same room if necessary is included in all the items. All normal cleaning, preparation include sanding, stopping and wash of items to be painted as specified by the paint manufacturer is included in all the paint items. Were abnormal cleaning is required it will be specified as an additional item. All scaffolding and use of ladders up to 4.50m high interior and exterior if and as necessary is part of all the items. All work shall be done according to the attached specifications and shall comply with the National building regulations. Unless otherwise specified all materials must comply with SANS specifications.

Where no applicable SANS Specification exists the materials must be approved by the Transnet Freight Rail project manager.

All material shall be fitted, install or applied as specified by the manufacture.

The contractor shall be liable for any damages cause by him or his staff to any Transnet Freight Rail property or equipment.

**SAFETY:** The contractor shall comply with the Occupational Health Safety Act, 1993 (Act 85 of 1993).

Page 1 of 4	SUB TOTAL	PAGE 1	
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**TENDER NO:** BLE/51784

**ASSET NO:** 02BAD61C

ITEM NO	FAULT DISCRPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
<b>CEILINGS</b>					
35	Prepare ceiling surface for painting. wash rhino, nutec or concrete ceilings with sugar soap. fill all cracks and holes, sand existing ceiling paint to provide bonding for new paint. rinse ceiling with clean water to remove sugar soap and sanding dust.	101	M^2		
41	Paint ceiling 2 coats super acrylic PVA. apply paint only after preparation as per attached specification.	101	M^2		

**WALLS INTERIOR**

**Respondent's signature:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

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TENDER NO: BLE/51784

ASSET NO: 02BAD61C

ITEM NO	FAULT DISCRPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
64	Paint smooth plaster walls 2 coats Dulux wash 'n wear or Plascon double velvet silk finish paint. apply paint only after preparation as per attached specification. colour: barely beige code 3h1-1	80	M^2		
73	Chip 80% of wall area to be tiled and apply key coat to wall before laying ceramic tiles. key coat shall be apply according the manufacturer specification on container	112	M^2		
76	Remove glazed wall tiles complete from plaster or brick wall. remove all adhesive.	90	M^2		
77	Lay 1st grade 200 x 250mm white ceramic glazed wall tiles. use 3mm spacers. item include walls, reveals, soffits, sills and the top of shower walls. use white grout. use only Tylon wb11 adhesive or adhesive approved by project manager	112	M^2		
<b>WINDOWS INT AND EXT</b>					
204	Paint residential large pane type window frame complete, with 1 coat universal undercoat and 2 coats Dulux water-base pearl glo lockness code -311-5. item includes removing all old paint from glass area and cleaning of glass. see detailed specifications.	22	M^2		
<b>DOORS/SECURITY GATES</b>					
287	Varnish door complete both sides, side edges and top edge, 3 coats varnish. use exterior varnish on exterior side. door 810mmx2.03m= 3.66m2. Door 750mmx2.03m= 3.42m2. Do preparations as per attached specifications. Item include remove and re-fit of handle	10	M^2		
302	Security gate prepare for painting, spot prime, paint 1 coat universal undercoat and 1 coat white gloss enamel. single standard 810 x 2030mm gate, 40mm square tubing outer frame. 25mm square tubing gate frame and 12mm dia round bars . see attached spec	4	M^2		
<b>FLOORS</b>					
353	Remove floor carpets and clean floor-remove all adhesive.	57	M^2		
356	Lay floor carpets Berber point 920 or van Dyck Florpoint 980, as per attached specifications. finish a= charcoal, finish b =Senegal, finish c = lava	57	M^2		
363	Lay 1st grade porcelain floor tiles on floor (use 10 x 6mm notched trowel joints 5mm wide) use only Tylon wb11 tile adhesive for ceramic tiles and Tylon adhesive for porcelain tiles or adhesive approved by project manager. Read specifications	38	M^2		
<b>CUPBOARDS / TABLE</b>					
448	Fit 600mm wide X 2000mm X 30mm thick black granite top to fit Zink.	1	M		
<b>PLUMBING INTERIOR</b>					
462	Install approved type porcelain wash hand basin, 2 cobra heavy pattern pillar taps with star handle, 2 braided flex connectors, chrome plated brass outlet, chain, plug and rubber trap (install basin 800mm high from floor to front top edge of basin)	4	JOB		
464	Break out / remove urinal stainless steel/ porcelain	2	EA		
465	Replace white PVC bottle trap for urinal	2	EA		
468	Fit / replace cobra watertech exposed fj6.000 flush master valve for urinal or concealed cobra watertech flush master valve for urinal complete with push button pushrod (delete type not applicable)	2	EA		

Respondent's signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

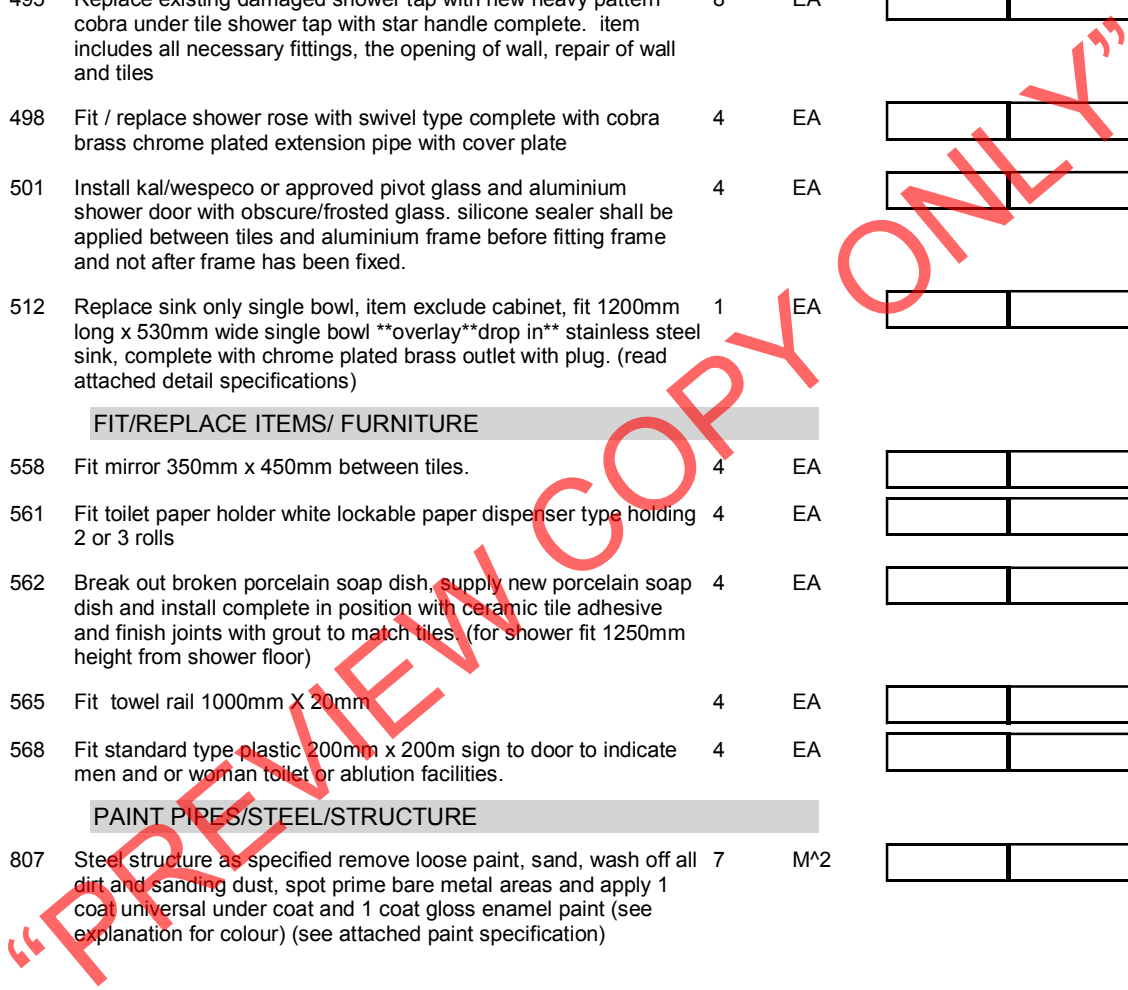


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TENDER NO: BLE/51784

ASSET NO: 02BAD61C

ITEM NO	FAULT DISCRPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
471	Install/replace large type porcelain bowl urinal complete with grate outlet plastic white bottle trap junior flush master (install urinal 650mm from floor level to front top edge of urinal)	2	EA		
486	Remove toilet pan and cistern complete, item do not include pipes	4	EA		
487	Fit toilet complete, include wc pan, 9 litre porcelain cistern, cobra angle valve, flex connector and heavy duty plastic seat (not close couple).	4	EA		
495	Replace existing damaged shower tap with new heavy pattern cobra under tile shower tap with star handle complete. item includes all necessary fittings, the opening of wall, repair of wall and tiles	8	EA		
498	Fit / replace shower rose with swivel type complete with cobra brass chrome plated extension pipe with cover plate	4	EA		
501	Install kal/wespeco or approved pivot glass and aluminium shower door with obscure/frosted glass. silicone sealer shall be applied between tiles and aluminium frame before fitting frame and not after frame has been fixed.	4	EA		
512	Replace sink only single bowl, item exclude cabinet, fit 1200mm long x 530mm wide single bowl **overlay**drop in** stainless steel sink, complete with chrome plated brass outlet with plug. (read attached detail specifications)	1	EA		
<b>FIT/REPLACE ITEMS/ FURNITURE</b>					
558	Fit mirror 350mm x 450mm between tiles.	4	EA		
561	Fit toilet paper holder white lockable paper dispenser type holding 2 or 3 rolls	4	EA		
562	Break out broken porcelain soap dish, supply new porcelain soap dish and install complete in position with ceramic tile adhesive and finish joints with grout to match tiles (for shower fit 1250mm height from shower floor)	4	EA		
565	Fit towel rail 1000mm X 20mm	4	EA		
568	Fit standard type plastic 200mm x 200m sign to door to indicate men and or woman toilet or ablution facilities.	4	EA		
<b>PAINT PIPES/STEEL/STRUCTURE</b>					
807	Steel structure as specified remove loose paint, sand, wash off all dirt and sanding dust, spot prime bare metal areas and apply 1 coat universal under coat and 1 coat gloss enamel paint (see explanation for colour) (see attached paint specification)	7	M^2		



Respondent's signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

TENDER NO: BLE/51784

ASSET NO: 02BAD61C

ITEM NO	FAULT DISCRPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
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TOTAL PAGE 1 TO PAGE 4 R

**PRELIMINARY AND GENERAL**

P and G shall include all cost not directly relate to a specific item on the schedule of prices and rates. All items not specifically mentioned in the Schedule of Rates and prices and form part of contractor's requirements such as cost of stationery, as well as establishment of workers on site and removal of site establishment, it will also include the handing over of the site to the contractor and the handing back of the site after completion of work .

P + G

R

**RISK AND SAFETY**

Cost for the risk and saftey must include the risk assessment. The risk assesment is a full identification of the risks before the work starts and the necessary equipment, appropriate precautions and systems of work that must be provided and Implemented.

RISK AND SAFETY R

Cost for risk and safety include complete compliance with the current Occupational Health Safety Act.

Included in risk and safety. The standardised Transnet Freight Rail induction shall be given to all staff of all contractors at the start of each project and the contractors shall send all his staff that will work on the Transnet Freight Rail site to the induction on the date as agreed on between TFR Project manager and the contractor.

TOTAL PRICE CIVIL WORK EXLUDE VAT R

**The total price for Civil and electrical work, excluding VAT, must be carried over as one total amount to the Service Fees and Cost Form, Section 6 of the RFQ. The amount must also be written in words on the Service Fees and Cost Form.**

Respondent's signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**ANNEXURE B**  
**TENDER PRICE LIST PER ITEM**

**ASSET DESCRIPTION:** Store

**CITY / TOWN:** Saltriver

**TENDER NO:** BLE/51784

**ASSET NO:** 02BAD62c

**WORK DESCRIPTION:** Maintenance and alterations to Transnet facilities at scrapbank

**TENDER PRICE LIST TO INTERIOR AND EXTERIOR WORK TO BUILDINGS**

Measurements and or quantities do not include off cuts or waste all measurements of material is measure as nett fixed. Contractor to add his own % for off cuts and waste.

The contractor is responsible to check all the measurements and quantities before ordering any material. The measurement and quantities are only a guide for tender purposes.

Value Added Tax (VAT) shall be excluded in the schedule of rates and prices.

To be supplied by the Contractor: The Contractor shall provide all labour, material, transport, consumable stores, plant, equipment, tools, services, materials and ingredients of every description required for the carrying out and completion of the WORK as per the attached work list and specification and as may be ordered by the Project Manager.

**GENERAL:** The Building will be occupied during renovations, The Project manager, contractor and manager of the TFR staff using the building will discuss and agree on site the maintenance plan for the building. The necessary move of furniture in the same room if necessary is included in all the items. All normal cleaning, preparation include sanding, stopping and wash of items to be painted as specified by the paint manufacturer is included in all the paint items. Were abnormal cleaning is required it will be specified as an additional item. All scaffolding and use of ladders up to 4.50m high interior and exterior if and as necessary is part of all the items. All work shall be done according to the attached specifications and shall comply with the National building regulations. Unless otherwise specified all materials must comply with SANS specifications.

Where no applicable SANS Specification exists the materials must be approved by the Transnet Freight Rail project manager.

All material shall be fitted, install or applied as specified by the manufacture.

The contractor shall be liable for any damages cause by him or his staff to any Transnet Freight Rail property or equipment.

**SAFETY:** The contractor shall comply with the Occupational Health Safety Act, 1993 (Act 85 of 1993).

Page 1 of 2	SUB TOTAL	PAGE 1	
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**TENDER NO:** BLE/51784

**ASSET NO:** 02BAD62c

ITEM NO	FAULT DISCRPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
<b>CONCRETE SLABS/PAVING</b>					
847	Re-inforcing mesh 100mm x 100mm X 12mm and place in position ready to cast new concrete slab	42	M^2		
850	Cast concrete slab 200 mm thick. item include all prep work to area. Concrete shall be mix on site with mixer. Mix shall be measure out with buckets. Concrete strength 25mpa, cured for 10 days. All work and material to comply with attached specification	42	M^2		

**Respondent's signature:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

TENDER NO: BLE/51784

ASSET NO: 02BAD62c

ITEM NO	FAULT DISCRPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
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TOTAL PAGE 1 TO PAGE 2 R

**PRELIMINARY AND GENERAL**

P and G shall include all cost not directly relate to a specific item on the schedule of prices and rates. All items not specifically mentioned in the Schedule of Rates and prices and form part of contractor's requirements such as cost of stationery, as well as establishment of workers on site and removal of site establishment, it will also include the handing over of the site to the contractor and the handing back of the site after completion of work .

P + G

R

**RISK AND SAFETY**

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TOTAL PRICE CIVIL WORK EXLUDE VAT R

**The total price for Civil and electrical work, excluding VAT, must be carried over as one total amount to the Service Fees and Cost Form, Section 6 of the RFQ. The amount must also be written in words on the Service Fees and Cost Form.**

Respondent's signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_



**GENERAL TENDER CONDITIONS - SERVICES**

**FORM CSS5**

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**1. GENERAL**

All tenders and subsequent contracts and orders shall be subject to the following procedures as laid down by Transnet Limited (hereinafter referred to as “Transnet”) and are to be strictly adhered to by any person or enterprise or company responding to this tender (hereinafter referred to as “Respondents” or the “Respondent”).

**2. LODGING OF TENDER**

2.1 Tenders shall be lodged with Transnet no later than the closing date and time specified for the receipt thereof, in accordance with the directions issued with tender documents.

2.2 Tenders shall be transmitted in a sealed envelope and placed in the Tender Box at a venue stipulated in the Request for Tender (RFT) or Request for Proposal (RFP) or Request for Quotation (RFQ) (collectively “Tender Documents”), with the tender number and subject endorsed on the left hand bottom corner of the envelope.

**3. USE OF TENDER FORMS**

Where special forms are issued by Transnet for the submission of tenders, Respondents are required to submit their tenders by completion of the appropriate sections on such official forms and not on office stationery bearing their own special conditions of tender; non-compliance with this conditions may result in the rejection of a tender.

**4. THE RAISING OF A CHARGE FOR PLANS, SPECIFICATIONS AND TENDER FORMS**

4.1 A non-refundable charge may be raised for Tender Documents, depending on the nature, magnitude and value of technical information supplied.

4.2 If any of the drawings and specifications referred to in Tender Documents are the official publications of recognised standardising bodies, copies of such drawings and specifications shall be acquired by Respondents at their own expense.

**5. DEFAULTS BY RESPONDENTS**

5.1 If the Respondent, after it has been notified of the acceptance of its tender/quotation fails to:

- (a) enter into a formal contract when called upon to do so in terms of clause 13 (*Contract Documents*), within such period as Transnet may specify; or
- (b) accept an order in terms of the tender or quotation; or
- (c) when called upon to do so, furnish satisfactory security of the fulfilment of the contract in terms of clause 14 (*Securities*);

Transnet may, in any such case, without prejudice to any other legal remedy which it may have, proceed to accept any other tender or quotation or, if it is necessary to do so, call for

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Respondent's Signature

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Date & Company Stamp

tenders or quotations afresh, and may recover from the defaulting Respondent any additional expense incurred by it in calling for new offers or in accepting a higher offer.

5.2 If any Respondent, who has submitted a tender or quotation, concluded a contract with Transnet (hereinafter referred to as "the Supplier"), or in the capacity of agent or subcontractor has been associated with such tender or contract -

- (a) has withdrawn such tender/quotation after the advertised date and hour for the receipt of tenders; or
- (b) has, after having been notified of the acceptance of its tender or quotation, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the tender documents; or
- (c) has carried out any contract resulting from such tender or quotation in an unsatisfactory manner or has breached any condition of such contract; or
- (d) has offered, promised or given a bribe in relation to the obtaining or the execution of such contract; or
- (e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any government department or towards any public body, company or person; or
- (f) has made any incorrect statement in the affidavit or certificate referred to in clause 11 (*Formal Notification Regarding Name of Successful Respondent*) and is unable to prove to the satisfaction of Transnet that
  - (i) it made the statement in good faith honestly believing it to be correct; and
  - (ii) before making such statement, it took all reasonable steps to satisfy itself of its correctness; or
- (g) caused Transnet damage, or to incur costs in order to meet the Supplier's requirements which could not be recovered from the Supplier;

then a tender from any such Respondent shall be disqualified and the person, enterprise or company (including any directors) shall, subject to clause 5.3 below, be disqualified from tendering for any Transnet business.

5.3 Any person or enterprise or company against whom a decision has been given under the provisions of sub-clauses 5.2(b), 5.2(d) or 5.2(e) above, may make representations to the Chief Operating Officer of Transnet Group, whose decision shall be final.

5.4 Any disqualification imposed upon any person or enterprise or company, unless Transnet determines otherwise, shall apply to any other enterprise under the same or different names of disqualified persons or enterprise or company (or associates thereof) and shall for avoidance of doubt also be applied to any agent or employee of the person or enterprise or company concerned.

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Respondent's Signature

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Date & Company Stamp

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**6. CURRENCY**

Prices or fees must be quoted in the currency of the Republic of South Africa in respect of local Services. Prices or fees in any other currency may be rejected by Transnet save where such price is quoted by a foreign Respondent.

**7. EXCHANGE AND REMITTANCE**

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 service provider of such percentage of the contract or order value as may be stipulated by the Respondent in its Tender Documents and any variation in the amount to be so paid, which may arise as a result of fluctuations in the rate of exchange involved, will be for the account of the Supplier.

7.1 The Respondent who desires to avail itself of the aforementioned facility must at the time of tendering furnish the information called for in the clause "Exchange and Remittance" of the Tender Documents and also furnish full details of the principals or service providers to whom payment is to be made.

7.2 The Supplier shall at its own cost obtain forward exchange cover on foreign currency to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order. Transnet will NOT accept any fluctuations in the rate of exchange at the time when payments are made.

Transnet will not recognise any claim for adjustment of the order and/or contract price under clause 7.2 above, if the increase in price arises after the date on which the Services were to be delivered, as set out in the order and/or contract, or any subsequent agreement between the parties.

**8. ACCEPTANCE OF TENDER OR QUOTATION**

8.1 Transnet does not bind itself to accept the lowest or any tender or quotation nor will it give any reasons for the rejection of a tender or quotation. Transnet reserves the right to accept any tender in whole or in part.

8.2 Upon the acceptance of a tender or quotation by Transnet, the parties shall be bound by these General Tender Conditions and the Standard Terms and Conditions of Contract (Form US7 - Services).

8.3 Where the acceptance by Transnet of the Respondent's offer/bid is delivered by letter, the South African Post Office shall be regarded as the agent of Transnet and delivery of such notice of acceptance to the South African Post Office shall be considered as delivery to the Respondent.

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Respondent's Signature

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Date & Company Stamp



8.4 Where the Respondent has been informed by Transnet per facsimile message of the acceptance of its tender or quotation, the acknowledgement of receipt transmitted by its facsimile machine shall be regarded as proof of delivery to the Respondent.

**9. LAW GOVERNING CONTRACT**

The law of the Republic of South Africa shall govern the contract created by the acceptance of a tender/quotation. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent in its tender/quotation 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 tender/quotation the name of its accredited agent in the Republic of South Africa who is empowered to sign any contract which may be entered into in the event of its tender/quotation being accepted and to act on its behalf in all matters relating to the contract.

**10. IDENTIFICATION**

If the Respondent is a company, the full names of the directors shall be stated in the tender/quotation. If the Respondent is a close corporation, the full names of the members shall be stated in the tender/quotation. 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.

**11. FORMAL NOTIFICATION REGARDING NAME OF SUCCESSFUL RESPONDENT**

In the case of tenders submitted to the Secretary of a Divisional Acquisition Council, unsuccessful Respondents will be formally notified of the names of successful Respondent(s) as soon as possible after the closing date for receipt of the tender in question. In the case of tenders or quotations submitted to Transnet Acquisition Council, unsuccessful Respondents shall, upon application, be furnished with similar information.

**12. UNAUTHORISED COMMUNICATION ABOUT TENDERS**

Where tenders are submitted to the Secretary of an Acquisition Council, Respondents may at any time communicate with the Secretary on any matter relating to its tender but, in the absence of written authority from the Secretary, no communication on a question affecting the subject of a tender shall take place between Respondents or other potential suppliers or any member of the Acquisition Council or official of Transnet during the period between the closing date for the receipt of the tender and the date of the notification of the successful Respondent(s). A tender, in respect of which any such unauthorised communication has occurred, may be disqualified.

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Respondent's Signature

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Date & Company Stamp

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**13. CONTRACT DOCUMENTS**

The contract documents will comprise these General Tender Conditions and the Standard Terms and Conditions of Contract (Form US7 - Services) which will constitute the contract between the parties upon receipt by the Respondent of Transnet's letter of acceptance / intent, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.

**14. SECURITIES**

- 14.1 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 furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- 14.2 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.
- 14.3 Such security, if required, shall be an amount which will be stipulated in the Tender Documents.
- 14.4 For the purpose of clause 14.1 above, Transnet will supply "Deed of Suretyship" forms to the successful Respondent for completion and no guarantee in any other form will be accepted. Copies of such forms will be supplied to Respondents on request. For this purpose "Deed of Suretyship" forms will be provided which shall be completed and returned to Transnet or a designated official by the successful Respondent within 30 (thirty) days from the date of the letter of acceptance. No payment will be made until the forms, duly completed, are 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.
- 14.5 Additional costs incurred by Transnet necessitated by reason of default on the part of the Supplier in relation to the conditions of this clause 14 will be for the account of the Supplier.

**15. PRICES SUBJECT TO CONFIRMATION**

- 15.1 A tender or quotation with prices which are subject to confirmation will not be considered.
- 15.2 Tenders where firm prices are quoted for the duration of any resulting order and/or contract will receive precedence over prices which are subject to adjustment.

**16. DELETION OF SERVICES EXCLUDED FROM OFFER/BID**

The Respondent must delete Services for which it has not tendered or for which the price or fee has been included elsewhere in the tender.

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Respondent's Signature

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Date & Company Stamp

**17. ALTERATIONS MADE BY THE RESPONDENT TO TENDERED PRICES**

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

**18. VALUE-ADDED TAX**

18.1 In respect of local Services, i.e. Services to be provided by a South African company, the prices or fees quoted by the Respondent are to be exclusive of Value-Added Tax (VAT) which must be shown separately at the standard rate on the Supplier's Tax Invoice.

18.2 In respect of Services to be provided by a foreign principal -

- (a) The invoicing by a local Supplier on behalf of its foreign principal represents a Service rendered by the principal, which is not subject to VAT;
- (b) The Supplier's Tax Invoice(s) for the local portion only (i.e. the "commission" for the Services rendered locally) must show the Value-Added Tax (VAT) separately at zero percent if the Services are in compliance with Section 11(2) of the VAT Act, 89 of 1991.

**19. TERMS AND CONDITIONS OF TENDER**

The Supplier shall adhere to the Standard Terms and Conditions of Contract as set out in Form US7 - Services), a copy of which is attached hereto. Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer an alternative. Please note that any alternative offered shall be compared with acceptance of the Form US7 conditions or alternatives offered by other Respondents.

**20. IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT**

**20.1 Method of Payment**

- (a) The attention of the Respondent is directed to clause 10 (*Invoicing and Payment*) of Form US7 – Services, which sets out the conditions of payment on which tender 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 tender is adjudicated.

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Respondent's Signature

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Date & Company Stamp

- (d) The Respondent must, therefore, in the first instance, tender strictly in accordance with sub-clause 20.1(a) above. Failure to comply with sub-clause 20.1(a) above may preclude a tender from further consideration.

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

## 20.2 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 documents.

## 21. PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS

Copyright in plans, drawings, diagrams, specifications and documents compiled by the Supplier for the purpose of contract work shall be governed by the terms and conditions detailed in clause 12 of Form US7 - Services (*Intellectual Property Rights*).

## 22. VISITS TO FOREIGN COUNTRIES

22.1 Respondents must furnish details in a covering letter if it is considered necessary that employees of Transnet should carry out inspection and/or review any operational Services at the premises of the successful Respondent (the Supplier) or its subcontractors overseas for the purpose of a product demonstration and/or final acceptance or for any other reason.

22.2 If the Respondent considers overseas visits to be necessary it must provide the following information in a covering letter in respect of each visit -

- (a) countries and places to be visited;
- (b) number of employees and disciplines involved;
- (c) number of man-days involved; and
- (d) motivation for the visit.

22.3 Transnet will make all arrangements with regard to booking of air journeys, hotel reservations, transport to and from airports, places of inspection or demonstration, etc. and all expenses will be for the account of Transnet.

22.4 Before a visit is undertaken, such as envisaged in this clause 22, Transnet and the Supplier will agree in writing on the number of employees of Transnet that should undertake the visit and the number of man-days involved in the visit.

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Respondent's Signature

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Date & Company Stamp

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## 23. TENDERS BY FOREIGN RESPONDENTS OR ON THEIR BEHALF

- 23.1 Tenders submitted by foreign principals may be forwarded direct by the principals to the Secretary of the Acquisition Council or to a designated official of Transnet according to whichever officer is specified in the Tender Documents, or may be so forwarded on the principal's behalf by its South African representative and/or agent provided that written proof is submitted that such representative / agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative / agent shall disqualify the tender.
- 23.2 When legally authorised to prepare and submit tenders on behalf of their principals not domiciled in the Republic of South Africa, representatives and/or agents must compile the tenders in the names of such principals and sign them on behalf of the latter.
- 23.3 South African representatives and/or agents of successful foreign Respondents must when so required enter into a formal contract in the name of their principals and must sign such contracts 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 and/or agents authorising them to enter into and sign such contracts.
- (a) Such Powers of Attorney must comply with Government Notice No. 1160 of 27 June 1930 (and any amendments thereto) - "Rules of the Supreme Court of South Africa for the authentication of documents executed outside the Republic for use within the Republic."
  - (b) The Powers of Attorney must be signed by principals under the same title as used in the Tender Documents.
  - (c) On arrival within the Republic of South Africa these Powers of Attorney are to be completed in terms of Section 8(2) of the Stamp Duties Act No. 77 of 1968, or any amendment thereof.
  - (d) 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 contracts with Transnet, a notially certified copy thereof should be furnished.
  - (e) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi* as provided for in clause 26 (*Addresses for Notices*) of the Standard Conditions of Contract, Form US7 - Services.
- 23.4 If payment is to be made in South Africa, the foreign Supplier (i.e. the principal, or its South African agents or representatives), must notify Transnet in writing whether -
- (a) For payment by cheque –

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Respondent's Signature

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Date & Company Stamp

- 
- (i) cheques are to be drawn for payment 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
  - (ii) cheques are to be made out in favour of the foreign Supplier and forwarded to its South African agent or representative, in which case such agent or representative must be duly authorised to sign the receipt of the cheque and discharge it on behalf of its principal.
- (b) For payment by electronic funds transfer (EFT) –
- (i) 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
  - (ii) 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

23.5 The attention of the Respondent is directed to clause 14 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.

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Respondent's Signature

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Date & Company Stamp



**NON-DISCLOSURE AGREEMENT**

**THIS AGREEMENT** is made at ..... on the ..... day of ..... 2010

**BETWEEN:**

**Transnet Limited** ("Transnet") (Registration No. 1990/000900/06)

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

and

\_\_\_\_\_

whose registered office is at \_\_\_\_\_

\_\_\_\_\_

**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 Proposal.

**IT IS HEREBY AGREED**

**1. Interpretation**

In this Agreement:-

"**Agents**" means directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;

**“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 Proposal 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:-

- (a) 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
- (b) 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
- (c) 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;

**“Group”** means any subsidiary, any holding company and any subsidiary of any holding company of either party;

**“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; and

**“Proposal”** means the aggregation of Transnet’s Request for Information (RFI) and Request for Proposal (RFP).

## **2. Confidential Information**

- 2.1 The Receiving Party will treat and keep all Confidential Information 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



Proposal or for the subsequent performance of any contract between the parties in relation to the Proposal.

2.3 Notwithstanding clause 2.1, the Receiving Party may disclose Confidential Information:

- (a) To those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 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
- (b) 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 (ii) above, it shall promptly notify the Disclosing Party and co-operate 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 to at least the same standard as the Receiving Party keeps its own Confidential Information. The Receiving Party shall not make any copies or reproduce in any form any Confidential Information except for the purpose of disclosure as permitted in accordance with this Agreement.

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 Receiving Party shall, within seven days of receipt of a written demand from the Disclosing Party or of its ceasing to be interested in the Proposal:

- (a) Return all written Confidential Information (including all copies); and
- (b) 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 Receiving Party or on its behalf (including by any person

The obligations in this clause 3.3 shall not apply to the extent that (but only for so long as) it is necessary to retain copies for the purpose of providing information to any regulatory authority in accordance with clause 2.3 (b) above.

3.4 The Receiving Party shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3 (b) above.

#### **4. Announcements**

4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Proposal 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 Proposal 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 Proposal 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 by 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 of the Bill of Rights (Section 14) in connection with this Proposal 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 Proposal 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.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective duly authorised representatives.

For and on behalf of <b>TRANSNET LIMITED</b> duly authorised thereto	For and on behalf of _____ duly authorised thereto
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Date:

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

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

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# Transnet Supplier Declaration/Application

The Financial Director or Company Secretary

Transnet Vendor Management has received a request to load your company on to the Transnet vendor database. Please furnish us with the following to enable us to process this request:

1. Complete the "Supplier Declaration Form" (SDF) on page 2 of this letter
2. **Original** cancelled cheque **OR** letter from the bank verifying banking details (**with bank stamp**)
3. **Certified** copy of Identity document of Shareholders/Directors/Members (where applicable)
4. **Certified** copy of certificate of incorporation, CM29 / CM9 (name change)
5. **Certified** copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
6. A letter with the company's letterhead confirming physical and postal addresses
7. **Original or certified** copy of SARS Tax Clearance certificate and Vat registration certificate
8. A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (SANAS member).

**NB:** **Failure to submit the above documentation will delay the vendor creation process.**  
*Where applicable, the respective Transnet business unit processing your application may request further information from you. E.g. proof of an existence of a Service/Business contract between your business and the respective Transnet business unit etc.*

## **IMPORTANT NOTES:**

- a) **If your annual turnover is less than R5 million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership and black female ownership in the company AND/OR BBBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), should you feel you will be able to attain a better BBBEE score.
- b) **If your annual turnover is between R5 million and R35million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status.  
**NB:** BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).
- c) **If your annual turnover is in excess of R35million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.  
**NB:** BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).
- d) **To avoid PAYE tax being automatically deducted from any invoices received from you**, you must also contact the Transnet person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.
- e) Unfortunately, **No payments can be made to a vendor** until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.
- f) **Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products in order that he/she should complete and Internal Transnet Departmental Questionnaire before referring the matter to the appropriate Transnet Vendor Master Office.**

Regards,

Transnet Vendor/Supplier Management *[please substitute this with your relevant Transnet department before sending this document out]*



# Supplier Declaration Form

Company Trading Name							
Company Registered Name							
Company Registration Number Or ID Number If A Sole Proprietor							
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
VAT number (if registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
Bank Name				Bank Account Number			
Postal Address						Code	
Physical Address						Code	
Contact Person							
Designation							
Telephone							
Email							
Annual Turnover Range (Last Financial Year)	< R5 Million		R5-35 million		> R35 million		
Does Your Company Provide	Products		Services		Both		
Area Of Delivery	National		Provincial		Local		
Is Your Company A Public Or Private Entity			Public		Private		
Does Your Company Have A Tax Directive Or IRP30 Certificate			Yes		No		
Main Product Or Service Supplied (E.G.: Stationery/Consulting)							
<b>BEE Ownership Details</b>							
% Black Ownership		% Black women ownership		% Disabled person/s ownership			
Does your company have a BEE certificate			Yes	No			
What is your broad based BEE status (Level 1 to 9 / Unknown)							
How many personnel does the firm employ			Permanent		Part time		
Transnet Contact Person							
Contact number							
Transnet operating division							
<b>Duly Authorised To Sign For And On Behalf Of Firm / Organisation</b>							
Name				Designation			
Signature				Date			
<b>Stamp And Signature Of Commissioner Of Oath</b>							
Name				Date			
Signature				Telephone No.			

**NB: Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products.**



**2. VENDOR TYPE OF BUSINESS**

*(Please tick as applicable)*

(\* - Minimum requirements)

**2.1 Indicate the business sector in which your company is involved/operating:**

Agriculture		Mining and Quarrying	
Manufacturing		Construction	
Electricity, Gas and Water		Finance and Business Services	
Retail, Motor Trade and Repair Services		Wholesale Trade, Commercial Agents and Allied Services	
Catering, accommodation and Other Trade		Transport, Storage and Communications	
Community, Social and Personal Services		Other (Specify)	
Principal Business Activity *			
Types of Services Provided			
Since when has the firm been in business?			

**2.2 What is your company's annual turnover (excluding VAT)? \***

<R20k	>R20k <R0.3m	>R0.3m <R1m	>R1m <R5m	>R6m <R10m	>R11m <R15m	>R16m <R25m	>R26m <R30m	>R31m <R34m	>R35m

**2.3 Where are your operating/distribution centres situated \***


**3. VENDOR OWNERSHIP DETAIL**

*(Please tick as applicable)*

(\* - Minimum requirements)

**3.1 Did the firm previously operate under another name? \***

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

**3.2 If Yes state its previous name:\***

Registered Name	
Trading Name	



<b>3.3</b>	<b>Who were its previous owners / partners / directors?*</b>	
SURNAME & INITIALS		ID NUMBERS

<b>3.4</b>	<b>List Details of current partners, proprietors and shareholders by name, identity number, citizenship, status and ownership as relevant: *</b>							
SURNAME & INITIALS	IDENTITY NUMBER	CITI-ZENSHIP	HDI	DIS - ABLED	GENDER	DATE OF OWNERSHIP	% OWNED	% VOTING

<b>3.5</b>	<b>List details of current directors, officers, chairman, secretary etc. of the firm: *</b>					
SURNAME & INITIALS	IDENTITY NUMBER	TITLE	DIS - ABLED	GENDER	% OF TIME DEVOTED TO THE FIRM	CONTACT NUMBER

<b>3.6</b>	<b>List details of firms personnel who have an ownership interest in another firm: *</b>				
SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM

**4. VENDOR DETAIL**  
 (Please tick as applicable) (\* - Minimum requirements)

<b>4.1</b>	<b>How many personnel does the firm employ? *</b>					
	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						





**4.1.1** In terms of above kindly provide numbers on women and disabled personnel? \*

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

**4.2** Provide Details of Contact Person/s Responsible for Broad Based Black Economic Empowerment (BBBEE) in the Company \*

SURNAME	INITIALS	DESIGNATION	TELEPHONE NO.

**4.2.1** Is your company a value adding supplier (i.e. registered as a vendor under the VAT Act of 1991, where NPAT + total labour cost > 25% of total revenue)?

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

**4.2.2** Is your company a recipient of Enterprise Development Contributions?\*

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

**4.2.3** May the above mentioned information be shared and included in Transnet Supplier Database for future reference? \*

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

**4.2.4** If you are successful in the tender/contract (where applicable) and this is awarded to your company / organisation, will this have a positive impact on your employment plans? \*

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

**4.2.5** If yes (above) kindly provide the following information:

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

**4.2.6** In terms of above kindly provide numbers on woman and disabled personnel:

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

**4.2.7** Are any of your members/shareholders/directors ex employees of Transnet?

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

**4.2.8** Are any of your family members employees of Transnet?

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

**4.2.9** If Yes to points 4.2.7 & 4.2.8, list details of employees/ex-employees

SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM



## Internal Transnet Departmental Questionnaire (for office use only)

### Section 1: To be completed by the Transnet Requesting / Sourcing Department

TFR		TRE		TPT		TPL		TNPA		TRN	
Create		Amend		Block		Unblock		Once-Off / Emergency			
Extend		Delete		Undele							

Supplier's trading name											
Supplier's registered name											
Please indicate if the Supplier has a contract with sourcing Transnet OD								Yes		No	
If yes please submit a copy of the letter of award											

#### a) What is being procured from the supplier?

i. Products only	Yes		No	
ii. Services only	Yes		No	
iii. Labour only	Yes		No	
iv. Mix of services and products	Yes		No	
v. Mix of services and labour	Yes		No	

b) If your answer is **YES** to questions II, III, IV or V in paragraph a) above, please indicate whether the relevant **PAYE questionnaires** have been forwarded to the appropriate **Transnet Operational Divisions'** decision making bodies / **Strategic Supply Management** team for a directive /decision on tax withholding from payments to this supplier.

Yes		No	
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c) If your reply to (b) is **"NO"**, please furnish reasons :

d) Certification and Approval of proposed Vendor Creation/Unblocking/Other Changes by Transnet Official with Appropriate Delegated Authority :

*I HEREBY CERTIFY THAT THE TRANSNET DETAILED PROCUREMENT PROCESS (DPP) / PROCUREMENT MECHANISM HAS **IN ALL RESPECTS** BEEN ADHERED TO AND I THEREFORE APPROVE THE PROPOSED VENDOR CREATION/APPROVAL/OTHER CHANGES TO BE EFFECTED ON THE VENDOR MASTER*

Name	Grade	Date								Signature
		Y	Y	Y	Y	M	M	D	D	

Tel No:		Fax	
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### Section 2: To be completed by the BEE Department (this section is for Confirmation/Determining of BEE Status)

NARROW BASED (NB)				BROADBASED (BBBEE)					VALIDITY DATE			
BEE O/S	BWBE	DPBE	MR	CONTB. LEVEL	EME: <R5m	QSE: >R5m <R35m	LARGE: >R35m					
Name		Grade		Date				Signature				
				Y	Y	Y	Y	M	M	D	D	
				Y	Y	Y	Y	M	M	D	D	

TRANSNET



delivering on our commitment *to you*

# Suppliers Code of Conduct

PREVIEW COPY ONLY



# Suppliers Code of Conduct

Transnet aims to achieve the best value for money when buying or selling goods and obtaining services. This, however, must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any supplier dealing with Transnet must understand and support.

These are:

- » Transnet Procurement Policy - A guide for tenderers;
- » Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- » The Public Finance Management Act (PFMA);
- » The Broad Based Black Economic Empowerment Act (BBBEE); and
- » The Anti-Corruption Act.

This code of conduct has been compiled to formally apprise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

## Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices

Transnet is in the process of transforming itself into a self-sustaining State Owned Enterprise, actively competing in the logistics industry. Our aim is to become a world class, profitable, logistics organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

**Transnet will not participate in corrupt practices. Therefore, it expects its suppliers to act in a similar manner.**

- » Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.



- » Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.

Employees may not receive anything that is calculated to:

- Illegally influence their judgement or conduct or to influence the outcome of a sourcing activity;
  - Win or retain business or to influence any act or decision of any person involved in sourcing decisions; gain an improper advantage.
- » There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our suppliers to use our "Tip-offs Anonymous" Hotline to report these acts - 0800 003 056.

**Transnet is firmly committed to free and competitive enterprise.**

- » Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices
- » Transnet does not engage non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).

**Transnet's relationship with suppliers requires us to clearly define requirements, to exchange information and share mutual benefits.**

- » Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities.



These include, but are not limited to:

- Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
  - Collusion;
  - Failure to disclose accurate information required during the sourcing activity (ownership financial situation, BBBEE status, etc.);
  - Corrupt activities listed above; and harassment, intimidation or other aggressive actions towards Transnet employees.
- >> Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence must be conducted and the supplier is expected to participate in an honest and straight forward manner.
- >> Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

### Conflict of Interest

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet. Examples are:

- >> Doing business with family members.
- >> Having a financial interest in another company in our industry.



Show that you support good business practice by logging onto [www.transnet-suppliers.net](http://www.transnet-suppliers.net) and completing the form.

This will allow us to confirm that you have received, and agree to, the terms and conditions set out in our Suppliers Code of Conduct.

**TIP-OFFS ANONYMOUS HOTLINE**  
**0800 003 056**