



NEC3 Engineering and Construction Short Contract (ECSC)

Transnet SOC Ltd

(REGISTRATION NO.1990/000900/30)

trading as

Transnet Freight Rail

Tender No. PTH 53092CIDB

**SUPPLY AND INSTALLATION OF FIVE (5) SPLIT TYPE
AIRCONDITIONERS, TWO (2) CONSOLE TYPE
AIRCONDITIONERS and Re- POSITIONING OF ONE (1) SPLIT
TYPE AIRCONDITIONER IN THE ADMINISTRATIVE BUILDING,
CAMBRIDGE, EAST LONDON**

Issue Date: Tue, 27 August 2014

Closing Date: Tue, 16 September 2014 at 12:00

CONTENTS

Document reference	Title: SUPPLY AND INSTALLATION OF FIVE (5) SPLIT TYPE AIRCONDITIONERS, TWO (2) CONSOLE TYPE AIRCONDITIONERS and Re- POSITIONING OF ONE (1) SPLIT TYPE AIRCONDITIONER IN THE ADMINISTRATIVE BUILDING, CAMBRIDGE, EAST LONDON
Part T1	THE TENDER Tendering procedures
T1.1	Tender Notice and Invitation to Tender ➤ Suppliers Code of Conduct
T1.2	Tender Data
Part T2	Returnable documents
T2.1	List of Returnable Documents
Part C1.1	THE CONTRACT CONTRACT DATA Agreement and Contract Data Contractor's Offer and Employer's Acceptance Contract Data Pricing Instructions Price List Works Information Site Information Specifications
Part C1.2	Adjudicator's Contract Data

PART T1: TENDERING PROCEDURES

PART T1: TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

RFQ NO. PTH 53092CIDB

1. QUOTATION REQUEST

Responses to this RFQ [hereinafter referred to as a **Quotation**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity, Respondent or Bidder**] for the provision of the **SUPPLY AND INSTALLATION OF FIVE (5) SPLIT TYPE AIRCONDITIONERS, TWO (2) CONSOLE TYPE AIRCONDITIONERS and Re-POSITIONING OF ONE (1) SPLIT TYPE AIRCONDITIONER IN THE ADMINISTRATIVE BUILDING, CAMBRIDGE, EAST LONDON** to Transnet.

Tenderers should have a CIDB contractor grading designation of **1ME** or higher. Only Tenderers, who are registered with the CIDB, are eligible to submit tenders.

On or after **27 August 2014**, the RFQ documents may be inspected at, and are obtainable from the Regional Supply Chain Office, FC Sturrock Building, 2nd Floor, Room 204, Fleming Street, Port Elizabeth.

Arrangements for the collection of RFQ documents can be made with the following Transnet representative:

Me. Ronelle Blom / Ms Phumla Maldaka

Tel: 041 507 2721 / 2720

E-mail: Ronelle.blom@transnet.net or Phumla.maldaka@transnet.net

No RFQ/tender fee is applicable and will be issued "FREE OF CHARGE" to all respondents.

Any additional information or clarification will be faxed or emailed to all Respondents, if necessary.

Queries relating to the **administrative issues** of these documents may be addressed to:

Mr. Wesley van Heerden

Tel No. 041 507 2714

E mail: Wesley.vanheerden@transnet.net

2 FORMAL BRIEFING

A compulsory RFQ briefing will be conducted at the Administration Building, 46 North Street, East London on Wednesday, 03 September 2014 starting at 12h00, followed by a compulsory Site Visit. [Respondents to provide own transportation and accommodation].

- a) A Certificate of Attendance must be completed and submitted with your Response as proof of attendance required for a compulsory site meeting and RFQ briefing.
- b) Respondents failing to attend the compulsory RFQ briefing will be disqualified.
- c) Respondents without a valid RFQ document in their possession will not be allowed to attend the RFQ briefing.
- d) The briefing session will start punctually at 12:00 and information will not be repeated for the benefit of Respondents arriving late.

This tender closes punctually at 12:00 hrs on Tuesday, 16 September 2014.

If responses are not delivered as stipulated herein, such responses will not be considered and will be treated as "NON-RESPONSIVE" and will be disqualified.

The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.

Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.

Envelopes must not contain documents relating to any RFQ other than that shown on the envelope.

No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Alterations, additions or deletions should not be made by the Respondent to RFQ documents. Any alterations must be initialed by the person who signs the Bid Documents

Tenders may only be submitted on the tender documentation that is issued. Telegraphic, telephonic, facsimile, email and late tenders will not be accepted.

Tenders submitted by Tenderers must be neatly bound and the inclusion of loose documents must be avoided.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

Compliance of tender(s) with Transnet's requirements is the sole responsibility of the Tenderer and any costs incurred in subsequent modifications to or replacement of equipment accepted by Transnet SOC Ltd in good faith on the grounds of certified compliance with specified standards by the contractor and in fact found to be inadequate in such respects, will be to the relevant Tenderer's account.

3 Broad-Based Black Economic Empowerment [B-BBEE]

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. Transnet will accordingly allow a "preference" to companies who provide a valid B-BBEE Verification Certificate. All procurement transactions will be evaluated accordingly.

3.1 B-BBEE Scorecard and Rating

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that the following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).
- Bidders are to note that if the 80/20 preference point system is stipulated in this RFP and all Bids received exceed R1 000 000.00, the RFP must be cancelled. Similarly, if the 90/10 preference point system is stipulated in this RFP and all Bids received are equal to or below R1 000 000.00, the RFP must be cancelled.

The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included); and therefore the **90/10** system shall be applicable.

When Transnet invites prospective suppliers to submit Proposals for its various expenditure programmes, it requires Respondents to have their B-BBEE status verified in compliance with the Codes of Good Practice issued in terms of the Broad Based Black Economic Empowerment Act No. 53 of 2003.

The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a one year transitional period starting 11 October 2013. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. After the first year of the implementation of the Revised Codes, B-BBEE compliance will be measured in terms of the Revised Codes without any discretion. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.

As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 10 October 2014. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.

Note: Failure to submit a valid and original B-BBEE certificate or a certified copy thereof at the Closing Date of this RFQ will result in a score of zero being allocated for B-BBEE.

4 Communication

Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.

A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:

Name: Wesley van Heerden

Email:

Wesley.vanheerden@transnet.net

Respondents may also, at any time after the closing date of the RFQ, communicate with the following Transnet employee on any matter relating to its RFQ response:

Me. Ronelle Blom / Ms Phumla Maldaka

Tel: 041 507 2721 / 2720

E-mail: Ronelle.blom@transnet.net or Phumla.maldaka@transnet.net

5 Tax Clearance

The Respondent's original and valid Tax Clearance Certificate must accompany the Quotation. Note that no business shall be awarded to any Respondent whose tax matters have not been declared by SARS to be in order.

6 VAT Registration

The valid VAT registration number must be stated here: _____
[if applicable].

7 Legal Compliance

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

8 Changes to Quotations

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

9 Pricing

All prices must be quoted in South African Rand on a fixed price basis, excluding VAT.

10 Prices Subject to Confirmation

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

11 Negotiations

Transnet reserves the right to undertake post-tender negotiations with selected Respondents or any number of shortlisted Respondents.

12 Binding Offer

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

13 Disclosure of Prices Quoted

Respondents must indicate here whether Transnet may disclose their quoted prices and conditions to other Respondents:

YES

NO

14 Disclaimers

Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it.

Please note that Transnet reserves the right to:

- modify the RFQ's service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation;
- reject all Quotations, if it so decides;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider; or
- make no award at all.
- Transnet reserves the right to award business to the highest scoring bidder/s unless objective criteria justify the award to another bidder.

Furthermore, Transnet reserves the right to visit the Respondent's place of manufacture and/or workshop and/or office premises during this RFQ process.

Transnet reserves the right to undertake post-tender negotiations [PTN] with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's option, any evaluation criteria listed in this RFQ document.

15 Transnet's supplier integrity pact

Transnet's Integrity Pact requires a commitment from suppliers and Transnet that they will not engage in any corrupt and fraudulent practices, anti-competitive practices; and act in bad faith towards each other. The Integrity Pact also serves to communicate Transnet's Gift Policy as well as the remedies available to Transnet where a Respondent contravenes any provision of the Integrity Pact. Respondents are required to familiarise themselves with the contents of the Integrity Pact which is available on the Transnet Internet site [www.transnet.net/Tenders/Pages/default.aspx] or on request.

Furthermore, Respondents are required to certify that they have acquainted themselves with all the documentation comprising the Transnet Integrity Pact and that they fully comply with all the terms and conditions stipulated in the Transnet Supplier Integrity Pact as follows:

YES		NO	
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Should a Respondent need to declare previous transgressions or a serious breach of law in the preceding 5 years as required by Annexure A to the Integrity Pact, such declaration must accompany the Respondent's bid submission.

16 INSTRUCTIONS FOR COMPLETING THE RFQ

- Proposals must be submitted in duplicate hard copies [1 original and 1 copy] and must be bound.
- A duplicate set of documents is required. This second set must be an exact copy of the original Proposal.
- Both sets of documents are to be submitted to the address specified in paragraph above.
- **All returnable documents tabled in the Proposal Form must be returned with your Proposal.**
- Unless otherwise expressly stated, all Proposals furnished pursuant to this RFQ shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- Any additional conditions must be embodied in an accompanying letter. Alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.

17 COMPLIANCE

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

18 LEGAL REVIEW

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

**Transnet urges its clients, suppliers and the general public
to report any fraud or corruption to
TIP-OFFS ANONYMOUS : 0800 003 056**



Suppliers Code of Conduct



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.

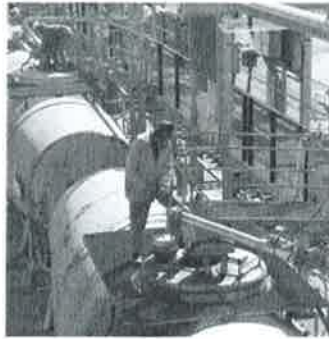
This code of conduct has been compiled to formally apprise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

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 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

PART T1.2: TENDER DATA

PART T1: TENDERING PROCEDURES

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (See www.cidb.org.za) ~~which are reproduced without any amendment or alteration for the convenience of Tenderers as an annex to this Tender Data.~~

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

F.1.1 The employer is Transnet SOC Ltd trading as Transnet Freight Rail

F.1.2 The tender documents issued by the employer comprise:

Part T1: Tendering procedures

T1.1 Tender notice and invitation to tender

➤ Suppliers Code of Conduct

T1.2 Tender data

Part T2: Returnable documents

T2.1 List of returnable documents

T2.2 Returnable schedules

THE CONTRACT

CONTRACT DATA

Part C1.1: Agreements and contract data

Contractor's Offer and Employer's Acceptance

Contract data

Pricing Instructions

Price List

Works Information

Site Information

Specifications

Part C1.2: Adjudicator's Contract Data

Secondary Specifications

Principal Controlled Insurance

F.1.4 The employer's agent is:

Name : Mr. Vincent Puttergill

: Real Estate Management

F.2.1.1 The following Tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders:



- a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **1ME** class of construction work; and
- b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria:
 - ☐ **Has technical qualifications and competence.**
 - ☐ **Has managerial capacity, reliability and experience.**
 - ☐ **Has good reputation.**
 - ☐ **Has equipment.**

Joint ventures are eligible to submit tenders provided that:

- 1. every member of the joint venture is registered with the CIDB;
- 2. the lead partner has a contractor grading designation in the **ME** class of construction work; and
- 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **ME** class of construction work.

F.2.7 The arrangements for a compulsory clarification meeting are: *as stated in the Tender Notice and Invitation to Tender*

Confirmation of attendance to be notified at least one working day in advance to:
Me. Ronelle Blom / Ms Phumla Maldaka

Tel: 041 507 2721 / 2720

E-mail: Ronelle.blom@transnet.net or Phumla.maldaka@transnet.net

Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.

F.2.12 If a Tenderer wishes to submit an alternative offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions.

Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the Tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.

F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original.

F.2.13.5 The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

If delivered by hand:

Transnet SOC Limited
Secretariat of the Acquisition Council, Admin Support Office
Room 213, 2nd Floor
FC Sturrock Building
Fleming Street
Port Elizabeth
6001

If Posted and/or courier:

Transnet SOC Limited
PO Box 13213
Humewood
Port Elizabeth
6001

Identification details

Tenders must be submitted before the closing hour on the date as shown in F2.15 below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

- (a) Tender No: PTH 53092 CIDB
- (b) Description of work: SUPPLY AND INSTALLATION OF FIVE (5) SPLIT TYPE AIRCONDITIONERS, TWO (2) CONSOLE TYPE AIRCONDITIONERS and Re- POSITIONING OF ONE (1) SPLIT TYPE AIRCONDITIONER IN THE ADMINISTRATIVE BUILDING, CAMBRIDGE, EAST LONDON
- (c) Closing date and Time: 16 SEPTEMBER 2014 at 12h00
- (d) Closing Address: (Refer to abovementioned options)

All envelopes must reflect the return address of the Respondent on the reverse side.

F.2.13.6 A two-envelope procedure will not be followed.

F.2.15 The closing time for submission of tender offers is **as stated in the Tender Notice and Invitation to Tender**.

F.2.15 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

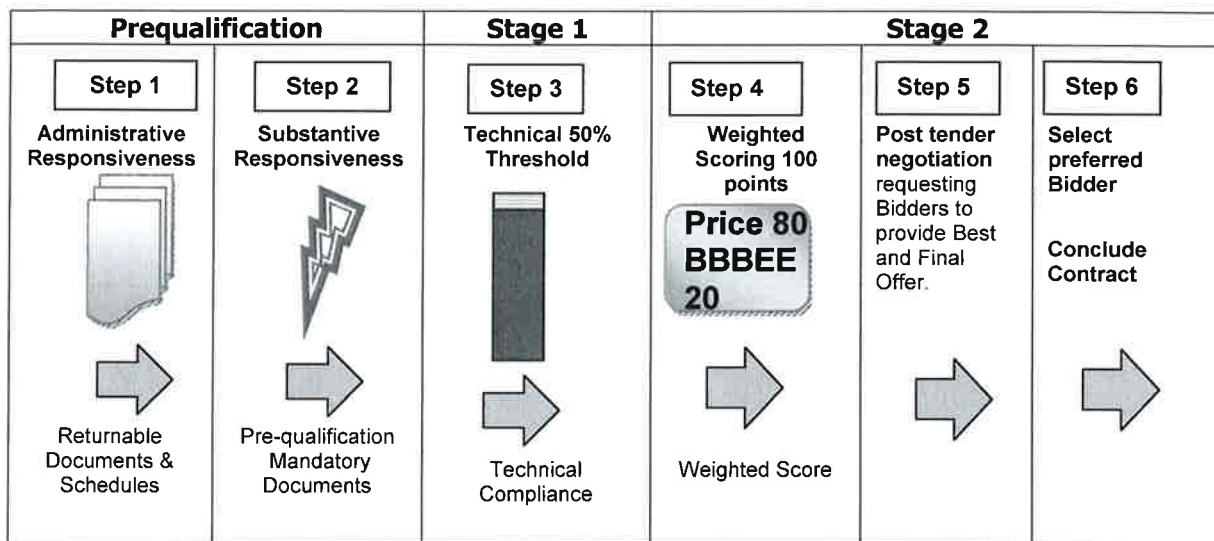
F.2.16 The tender offer validity period is **12 weeks**

F.2.19 Access shall be provided for inspections, tests and analysis:
All sites as stated in Contract Data

F.2.23 The Tenderer is required to submit the following certificates with his tender:

- An original valid Tax Clearance Certificate issued by the South African Revenue Services. **Failure to provide this document with the tender submission will result in disqualification.**
- BBBEE evaluation certificate done by an accredited company.
- Where a Tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such Tenderers must submit the Certificates of Contractor Registration in respect of each partner.

F3.11.1 EVALUATION CRITERIA



Prequalification

Step 1: Administrative Responsiveness: All Returnable Documents/Schedules provided: Mandatory and Essential

Step 2: Substantive Responsiveness:

All Mandatory documents complete and correct and acceptable response to any clarification on Essential documentation: (Completed and Signed Form of Offer and Completed Price List)

Step 3: Technical Evaluation Criteria: Test minimum threshold of **50%** for Technical (Quality) Criteria:

(Points are NOT carried over to Phase 2)

TECHNICAL DESCRIPTION	WEIGHT	EFFECTIVE WEIGHT
CATEGORY: TECHNICAL / PRACTICAL (SCORING MATRIX)	100%	
Approach paper which responds to the scope of works and outlines proposed methodology and work plan complete with time frames. <ul style="list-style-type: none"> Work plan with time frames(schedule) Completion Period 		60% 50% 50%
• Comparable projects (References / Track Record)		40%
• TOTAL		100%

Stage 2:

Step 4: Financial offer and Preference

Score the financial offers of remaining responsive offers using the following formula:

$$T_{EV} = N_{FO} + N_P$$

where:

N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

Description of quality criteria and sub criteria			Max no of points
Commercial	Competitive Pricing	100	90
BBBEE	Points scored	100	10
Total evaluation points			100

EVALUATION SCORING SCALE:

TECHNICAL: 4 point scoring matrix:

Technical: Technical criteria will be evaluated first. Then suppliers who qualify with the minimum technical criteria (65 points) will then move on to be evaluated commercially and on B-BBEE. The technical scores of the qualifying tenderers will not be carried over to the next stage of adjudication.

The table below outlines the method that will be used to score 'Compliance to Scope of Works' under the category technical/ Practical. The rest of the categories will be evaluated based on table A3: "indicators for the rating of quality and sub criteria" extracted from the CIDB document 'Best Practice Guideline A3': Evaluating quality in tender submissions. The scoring will be on a 4 scale rating matrix as indicated below, with detail as per attached table in the annexure.

Poor	=	40
Satisfactory	=	70
Good	=	90
Very good	=	100

F.3.13.1 Tender offers will only be accepted if:

- The Tenderer has completed and returned all **returnable documents and schedules**.
- The Tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations.
- The Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- The Tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- The Tenderer has not:
 - Abused the Employer's Supply Chain Management System; or
 - Failed to perform on any previous contract and has been given a written notice to this effect; and

- f) Has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Tenderers ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

Tender will be disqualified if all returnable documents and schedules are not returned.

F.3.18 The number of paper copies of the signed contract to be provided by the employer is **one**.

The additional conditions of tender are:

- a) The Tenderer is deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the *Works* and of the rates and prices stated in the priced Price List in the *Works* Information. The rates and prices (except in so far as otherwise provided in the Tender) collectively cover full payment for the discharge of all his obligations under the Contract and all matters and things necessary for the proper completion of the *works*.
- b) Notwithstanding what is stated in Pricing Data, Tenderers are required to tender for **all** the areas quoted in the Price List.
- c) Transnet Freight Rail may conclude one or more contracts as a result of this tender.
- d) The tenders shall be completed in black ink only.
- e) Tenderers are advised that it is compulsory to submit offers for all Tender Options as set out below:

Option 2 – Fixed Price Offer

Tenderers are advised that all rates, amounts, overhead and profit percentage mark-ups and amounts, profit and attendance amounts, prices, etc. submitted, shall **not be subject to any form of Contract Price Adjustment Formulae e.g. Haylett Formulae**.

In this regard, it is deemed that the Tenderer has allowed for any potential increases (except any variation in the rate of Value Added Tax) in cost of labour, materials, transport, etc. in the Tender amounts, rates, etc. submitted.

This will only be applicable to the measured work priced by the main contractor and will not apply to the provisional sums or budgetary allowances.

f) Market Related Wage Rates

When pricing this document, respondents are to allow for wages, which are not less than the lesser of:

- The statutory wage rates in any labour category in the project locality; and,
- The SAFCEC recommended minimum rates applicable at any time during the duration of the contract.

In this regard, a Tenderer may be called upon to demonstrate the wage rates utilised in calculating its Tender prices, etc.

The employer reserves the right to reject responses to the Tender that do not comply with this condition.

g) Letter of Intent

For contracts with an anticipated value for R500 000.00 and above, Tenderers are required to furnish with their tender documents, a letter of intent from a Bank or approved Insurance Company, to indicate that in the event of their tender being successful that a performance bond as required will be provided when asked to do so.

h) Change in the Scope of Work

Tenderers are advised that whilst preliminary space planning drawings have been prepared for this project and an estimated project value has been provided, the scope of work and value of the contract may be substantially altered. In this regard, Tenderers are advised that no claims for loss and expense shall be entertained for the employer implementing any changes that may become necessary. It shall be deemed that the Tenderer has allowed for any costs that may arise due to compliance with this clause in the Tender amounts offered.

i) Interviews

All Tenderers are advised that they may be required to attend interviews and / or submit further information; including making their premises, plant, equipment and details of works in progress, available for inspection after the receipt of all Tender submissions.

j) Indicative Programme

Tenderers are advised that should an indicative programme be included in the set of Tender documents it is not intended to be prescriptive. It should be used as a guide only.

PART T2: RETURNABLE DOCUMENTS

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below.

- a) Respondents are required to submit with their Quotations the **Mandatory Returnable Documents**, as detailed below.

Failure to provide all these Returnable Documents at the Closing Date and time of this RFQ will result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Quotations.

1. Returnable Schedules required for tender evaluation purposes

No.	Essential Returnable Documents
1	Valid and original B-BBEE Verification Certificate or certified copy thereof [Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero for preference.
2	Valid and original B-BBEE certificate/sworn affidavit or certified copy thereof from auditor, accounting officer or SANAS accredited Verification Agency [EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference
3	In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement
4	Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]
5	Approach Paper, with Timelines. (To be used as part of the Technical Evaluation)
6	Certificate of Authority for Signatory (Resolution by Board)
7	Tenderer's Experience
8	Certificate of Attendance of RFQ Briefing Session
9	Proof of CIDB Grading – CIDB Certificate
10	Acknowledgement Form
11	ANNEXURE A : B-BBEE Preference Points Claim Form
12	ANNEXURE B : RFQ Declaration Form
13	ANNEXURE C : Supplier Code of Conduct

Mandatory Returnable Documents	Submitted [Yes/No]
• Signed Form of Offer and Acceptance	
• Completed Price List	

Tender

T2.1



CERTIFICATE OF ATTENDANCE: INFORMATION BRIEFING SESSION

It is hereby certified that -

1.

2.

Representative(s) of
(name of company)

attended the site inspection / briefing session in respect of the proposed service to be rendered in terms of this RFQ on2014.

.....
TRANSNET'S REPRESENTATIVE

.....
RESPONDENT'S REPRESENTATIVE

DATE.....

DATE.....



ACKNOWLEDGEMENT

By signing this RFQ document, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof and Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed to properly take it into account for the purpose of calculating quoted prices or otherwise.

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE

NAME: _____

DESIGNATION: _____

REGISTERED NAME OF COMPANY: _____

PHYSICAL ADDRESS:

Respondent's contact person: *[Please complete]*

Name	:
Designation	:
Telephone	:
Cell Phone	:
Facsimile	:
Email	:
Website	:

**Transnet urges its clients, suppliers and the general public
to report any fraud or corruption to
TIP-OFFS ANONYMOUS: 0800 003 056**



ANNEXURE A: B-BBEE PREFERENCE POINTS CLAIM FORM

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

1. INTRODUCTION

- 1.1 A total of 10 preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [**IRBA**] or an Accounting Officer as contemplated in the Close Corporation Act [**CCA**] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

2. GENERAL DEFINITIONS

- 2.1 **"all applicable taxes"** include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can utilised have been taken into consideration;
- 2.7 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;
- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;



- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"QSE"** means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928
- 2.15 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.16 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.



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

- 4.1 In terms of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points [Maximum 10]
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 In terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, Bidders who qualify as QSEs are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.6 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.7 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.



- 4.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.9 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.10 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.11 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

5. B-BBEE STATUS AND SUBCONTRACTING

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

B-BBEE Status Level of Contributor _____ = _____ [maximum of 10 points]

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit in the case of an EME or QSE.

5.2 Subcontracting:

Will any portion of the contract be subcontracted? YES/NO [delete which is not applicable]

If YES, indicate:

- (i) What percentage of the contract will be subcontracted?%
- (ii) The name of the subcontractor
- (iii) The B-BBEE status level of the subcontractor
- (iv) Is the subcontractor an EME? YES/NO



5.3 Declaration with regard to Company/Firm

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]
 - ☐ Partnership/Joint Venture/Consortium
 - ☐ One person business/sole propriety
 - ☐ Close Corporations
 - ☐ Company (Pty) Ltd
- (v) Describe Principal Business Activities
.....
.....
.....
- (vi) Company Classification [TICK APPLICABLE BOX]
 - ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional Service Provider
 - ☐ Other Service Providers, e.g Transporter, etc
- (vii) Total number of years the company/firm has been in business.....

BID DECLARATION

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the company/firm, certify that points claimed, based on the B-BBEE status level of contribution indicated in paragraph 4 above, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet may, in addition to any other remedy it may have:
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;



- (d) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or
- (e) forward the matter for criminal prosecution.

WITNESSES:

1.

2.

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME:

ADDRESS:.....



ANNEXURE B RFQ DECLARATION FORM

RFQ for VEGETATION CONTROL IN STATION YARDS BY MEANS OF CHEMICAL HERBICIDE

NAME OF COMPANY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions (as applicable) which were submitted by ourselves for bid clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Proposal (RFQ);
3. at no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from bidders in responding to this RFQ have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below: *[Respondent to indicate if this section is not applicable]*

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

ADDRESS:

Indicate nature of relationship with Transnet:

[Failure to furnish complete and accurate information in this regard may lead to the disqualification of your response and may preclude a Respondent from doing future business with Transnet.]



6. We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with Transnet) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.
7. We accept that any dispute pertaining to this bid will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to Respondents" overleaf).
8. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

SIGNED at _____ on this _____ day of _____ 20____

For and on behalf of duly authorised thereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	
Place:	

IMPORTANT NOTICE TO RESPONDENTS

- Transnet has appointed a Procurement Ombudsman to investigate any **material complaint** in respect of RFQ's exceeding R 5,000,000.00 (five million S.A. Rands) in value. Should a Respondent have any material concern regarding an RFQ process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net
- For transactions below the R 5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Respondents should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a bidder on its List of Excluded Bidders.

ANNEXURE C

SUPPLIER 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:

The Transnet Supply Chain Policy

Section 217 of the Constitution - the five pillars of Public PSCM [Procurement and Supply Chain Management]:
fairness, equity, transparency, competitiveness and cost effectiveness;

The Public Finance Management Act [PFMA];

The Preferential Procurement Policy Framework Act [PPPFA];

The Broad-Based Black Economic Empowerment Act [B-BBEE]; and

The Prevention and Combating of Corrupt Activities Act.

This Code of Conduct has been included in this RFP to formally apprise prospective Transnet Suppliers of Transnet's expectations regarding the 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 Company [SOC], 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.

- a) *Transnet will not participate in corrupt practices and therefore 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 and payments to our Suppliers.

Employees must not accept or request money or anything of value, directly or indirectly, to:

- illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
- win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
- gain an improper advantage.

There may be an occasion when a Supplier is confronted with fraudulent or corrupt behaviour by a Transnet employee. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts [0800 003 056].

- b) *Transnet is firmly committed to the ideas of free and competitive enterprise.*

Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.

Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing B-BBEE spend [fronting].

- c) *Transnet's relationship with Suppliers requires us to clearly define requirements, 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 [e.g. origin of manufacture, specifications, intellectual property rights];
- collusion;
- failure to disclose accurate information required during the sourcing activity [e.g. ownership, financial situation, B-BBEE status];
- 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 is 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.

Conflicts 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 include, but are not limited to:

Transnet employees awarding business to entities in which their family members or business associates have an interest

Transnet employees having a financial interest in a bidding entity

Bidding entities are required to disclose any interest/s which exist between themselves and any employee and/or Transnet Board member.

SIGNED at _____ on this _____ day of _____ 20__

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

Schedule of the Tenderer's Experience

The following is a statement of similar work successfully executed by myself/ourselves:

Employer, contact person and telephone number	Description of contract	Value of work Inclusive of VAT (Rand)	Date Completed

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

RESOLUTION

Project Reference:

Resolution of the Board of Directors of

Held at on the day of 20_____.

THAT in his capacity as a Director of the

Company, is hereby authorised to sign contract

and other documents on behalf of the Company in all matters relating to this application.

Certified a True Copy

Signed:

Director

*(who by his signature warrants that he is
authorised hereto on behalf of the company)*

NOTE:

Should this not be applicable, then the applicant will be required to submit a resolution similar to the above authorising the signatory to bind the response to the tender document.

PART C1.4: ADJUDICATOR'S CONTRACT DATA

CONTRACT DATA

- Statements given in all contracts**
- The *contract between the Parties* is **To be advised**.....
 - The *period of retention* is ...**N/A**..... weeks.
 - The *law of the contract* is the law of **the Republic of South Africa**
 - The *language of this contract* is **English**.....
 - The amount of the advanced payment is **N/A**.....
 - The Adjudicator's *fee* is...**To be advised**.....per hour.
 - The *interest rate* is **2%** per annum above the prime lending rate of the **Standard Bank of South Africa Ltd.**
 - The *currency of this contract* is **ZAR**.....
 - The Adjudicator's appointment terminates on **(To be advised)**.....

- Optional statements**
- If the period for payment of invoices is not three weeks**
- The period for payment of invoices is **.four**.....weeks.

If additional conditions of contract are required

- The *additional conditions of contract* are
To be advised
.....
.....
.....

Contract Data

The Employer is

Name Transnet SOC Limited Trading as Transnet Freight Rail
Address 49th Floor Carlton Centre, 150 Commissioner Street, JHB,
2000
Telephone (041) 507 2714
E-mail Wesley.vanheerden@Transnet.net

The works is

**SUPPLY AND INSTALLATION OF FIVE (5) SPLIT TYPE
AIRCONDITIONERS, TWO (2) CONSOLE TYPE
AIRCONDITIONERS and Re- POSITIONING OF ONE (1)
SPLIT TYPE AIRCONDITIONER IN THE
ADMINISTRATIVE BUILDING
CAMBRIDGE, EAST LONDON (02XA005L)**

The sites are

The starting date isContract date
The completion date is10 working days
The reply period is1 Weeks
The defects date is52 weeks after completion
The defect correction period is **2(two)**.....weeks
The delay damages are **R300.00 of the total contract value** per day
The assessment day is the **13th (thirteen)**.....of each month
The retention is **5(Five)** %

Does the United Kingdom Housing Grants, Construction and **No**
Regeneration Act (1996) apply?

The Adjudicator is

Name To be advised if a dispute arises.....
Address
Telephone **Fax No.**
E-mail

Contract Data

The interest rate on late payment is % per complete week of delay.

The *Contractor* is not liable to the *Employer* for loss of or damage to the *Employer's* property in excess of..... for any one event.

The *Employer* provides this
Insurance

The minimum amount of cover for the third insurance stated in the

Insurance Table is

The minimum amount of cover for the fourth insurance stated in the

Insurance Table is

The adjudicator nominating
body is

The tribunal is

If the tribunal is arbitration,
the arbitration procedure is

The *conditions of contract* are the NEC3 Engineering and Construction Short Contract (June 2005) and the following additional conditions:

1.0 CONTRACTUAL OBLIGATIONS

A:

- 1.1 This project specification covers Transnet freight rail's requirements for the SUPPLY AND INSTALLATION OF FIVE (5) SPLIT TYPE AIRCONDITIONERS, TWO (2) CONSOLE TYPE AIRCONDITIONERS and Re- POSITIONING OF ONE (1) SPLIT TYPE AIRCONDITIONER IN THE ADMINISTRATIVE BUILDING
- 1.2 A **compulsory site meeting** will held on the 03 September 2014 at 12H00 at **Administration Building, 46 North Street, East London**

1.3 Tenderers must together with their quotation submit the following documentation:

- 1.3.1 Original or Certified copy of valid Tax Clearance certificate.
- 1.3.2 Valid CIDB grading certificate – Grading Level **1ME**
- 1.3.3 BBBEE Certificate from a SANAS Accredited Rating Agency

B:

- 1.4 The Contractor shall not make use of any sub-Contractor to perform the works or parts thereof without prior permission from the Project Manager.
- 1.5 The Contractor shall ensure that a safety representative is at site at all times. All safety measures prescribed by Transnet Freight Rail – Electrical Safety Instructions and the "Occupational Health and Safety Act 1993 (Act 85 of 1993)" associated with working on a project of this nature shall be adhered to.
- 1.6 The Contractor shall supply a **site diary** (with triplicate pages). This book shall be used to record any unusual events during the period of the work. Any delays to the work shall also be recorded such as delays caused by poor weather conditions, delays caused by permits being cancelled etc. The appointed Project Manager or Technical Officer must countersign such delays. Other delays such as non-availability of equipment from 3rd party suppliers must be communicated to the Project Manager or Technical Officer in writing.
- 1.7 The Contractor shall supply a **site instruction book** (with triplicate pages). This book shall be used to record any instructions to the Contractor regarding problems encountered on site – for example the quality of work or the placement of equipment. This book shall be filled in by the Project Manager or Technical Officer and must be countersigned by the Contractor.
- 1.8 Both books mentioned in 1.3 and 1.4 shall be the property of Transnet Freight Rail and shall be handed over to the Project Manager or Technical Officer on the day of energising or handing over.
- 1.9 A penalty charge of R300 per day of the total contract value will be levied for late completion.
- 1.10 5% retention money will be retained and will be released 6 months after the completion date of the contract.
- 1.11 All processes or the manufacture and assembly of the product components must be subjected to a quality assurance system.
- 1.12 The Contractor will assume full responsibility for assuring that the products purchased meet the requirements of Transnet Freight Rail for function, performance, and reliability, including purchased products from 3rd part suppliers.
- 1.13 The onus is on the manufacturer to prove the effectiveness of their system to Transnet Freight Rail during the production of the prototype.
- 1.14 ISO.9000 to 9004 inclusive (SABS 0157 parts 1 to 4) must be regarded as a guideline, where applicable.
- 1.15 The Contractor will remain liable for contractual delivery dates irrespective of deficiencies discovered during workshop inspections.

2. CONTRACTUAL REQUIREMENT

- 2.1. An addendum reflecting changes to the project specification and 'Price List' may be forwarded to Contractors after the site meeting and Contractors shall quote accordingly, failure of which will result in disqualification.
- 2.2. Contractors shall duly fill in the attached 'Price List'. Items not reflected in the 'Price List', but covered in the project specification or agreed at site meetings, shall be added to the 'Price List' by the Contractor and quoted for accordingly.
- 2.3. Contractors shall submit qualifications of staff that will be performing the works. Only qualified technical personnel shall perform the works on the electrical equipment or installations thereof.
- 2.4. During the duration of the contract, the successful Contractor shall be required to inform the Supervisor of any staff changes and provide the qualifications of the replacement staff for approval.
- 2.5. Contractors shall motivate a statement of non-compliance.
- 2.6. Where equipment offered does not comply with standards or publications referred to in the specification, Contractors shall state which standards apply and submit a copy in English or certified translation.
- 2.7. Contractors shall submit descriptive literature consisting of detailed technical specifications, general constructional details and principal dimensions, together with clear illustrations of the equipment offered.
- 2.8. During the duration of the contract period, the successful Contractor shall be required to inform the Project Manager / Supervisor of any changes to equipment offered and submit detailed information on replacement equipment for approval prior to it being used on this contract.
- 2.9. Contractors shall submit equipment type test certificates as specified on the contract. These shall be in English or certified translation.
- 2.10. The Contractor shall be issued with a completion certificate with the list of all defects to be repaired within 14 working days after commissioning.
- 2.11. Any defects that may become apparent during the guarantee period shall be rectified to the satisfaction of Transnet Freight Rail, and to the account of the Contractor.
- 2.12. The Contractor shall undertake work on the rectification of any defects that may arise during the guarantee period within 7-days of him being notified by Transnet Freight Rail of such defects.
- 2.13. Should the Contractor fail to comply with the requirements stipulated above, Transnet Freight Rail shall be entitled to undertake the necessary repair work or effect replacement of defective apparatus or materials, and the Contractor shall reimburse Transnet Freight Rail the total cost of such repair or replacements, including the labour costs incurred in replacing defective material.

Contract Data

The Contractor's Offer

The Contractor is

Name

Address

.....

Telephone **Fax No.**

E-mail

The percentage for overheads and profit added to the Defined Cost for people is.....%.

The percentage for overheads and profit added to other Defined Cost is..... %.

The *Contractor* offers to Provide the Works in accordance with the *conditions of contract* for an amount to be determined in accordance with the *conditions of contract*.

The offered total of the
Prices is

Signed on behalf of the Contractor

Name

Position

Signature Date

The Employer's Acceptance

The *Employer* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Employer*

Name

Position

Signature Date

Contract Data Price List

SCHEDULE OF WORK AND PRICES

Item No.	Description	Unit	Quantity	Rate/ ea	Total
	<u>Air Conditioners</u>				
1	12 000 BTU Inverter Split Type unit.	Ea	2		
2.	18 000 BTU Inverter Split Type unit.	Ea	1		
3.	24 000 BTU Inverter Split Type unit.	Ea	2		
4.	15 000 BTU Console Type unit.	Ea	2		
	<u>Re-positioning of Air Conditioner</u>				
5.	18 000 BTU Inverter Split Type unit	Ea	1		
	<u>Electrical (If not included above)</u>				
6.	Supply to and connection of Air Con units. (MCB, York boxes, 2x4, cables isolators etc.)	Sum	1		
	<u>Windows & walls</u>				
7.	Repairs to Windows and walls. (If Necessary)	Sum	1		
				Subtotal	
	GROSS TOTAL (Excl. VAT)				R

Contract Data

Works Information

GENERAL CONDITIONS

1. Scope of work

As per attached Particular Specification.

2. Site location

The site is situated at per Particular Specification.

3. Time to complete the work

The tenderer shall indicate the time he will require to complete the work, however, this time should not exceed time as per specification. This period shall be exclusive of weekends, public holidays and statutory holiday periods.

Failing completion of the work within the period as stipulated above or with any shorter period offered by the contenders and accepted by Transnet, the contractor shall pay to Transnet the sum of as per specification for every day or part thereof during which the works remain incomplete.

4. Guarantee

All workmanship and material shall be guaranteed for a period as indicated in specification of completion of work.

5. Inspection of works

No work shall be covered up or put out of view without the approval of the Project Manager.

The Contractor shall afford full opportunity for the Project Manager to examine and measure any work, which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon.

5.1. The Contractor shall give due notice to the Project Manager whenever any such work of formations is or are ready or about to be ready for examination.

5.2. The Project Manager shall, without unreasonable delay, unless he considers it necessary and advises the Contractor accordingly, examine and or measuring such work as required.

5.3. The Contractor shall uncover any part or parts of the work or make openings in or through the same as the Project Manager may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Project Manager and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating and making good the same shall be done by the Contractor.

6. Site records

6.1 Site Instruction Book

6.1.1. The Contractor shall provide a **site instruction book (not smaller than A5), in triplicate for the Project Manager to place all instructions** that are needed to compliment the specifications and drawings and any other instruction that may affect the cost of the work.

No work will be recognized for additional payment unless it has been recorded and signed by the Project Manager in the aforesaid book.

6.2. Site Diary

- 6.2.1. The contractor shall provide a diary, in triplicate to record all day to day incidents that could occur during the contract period. This includes weather, names & numbers of workers on site, material that has been delivered, material that has been loaded and disposed of, incidents that have occurred, nature of work to be done on that day, etc.

6.3. Programming & Planning of the work

- 6.3.1. The contractor shall provide to the Project Manager a detail plan of how he intends to do the work and this plan must be to the requirements of the operation of Transnet Freight Rail workshop with minor disruptions as no delays must be allowed in this regard.
- 6.3.2. The program must be agreed to (in the site instruction book) before any work will be allowed to commence on the workshops, per se. The programme can be in a form of a pert (bar) chart and will be used as a guide to measure progress of the work.

7. Water supply.

Water may be made available for the purpose of construction of the works only. The water shall be used conservatively and if not, this privilege shall be removed and the water shall be metered, and the cost of the metered water shall be borne by the Contractor as well as all charges as entertained by Transnet Freight Rail. The Contractor must supply all drums, connections, hoses, clamps etc., as necessary and to provide water to the working site.

8. Electricity supply.

Electricity may be made available to the Contractor. The contractor must adhere to the safety standards as per the General Safety Regulations, Electrical Machine Regulations, Electrical Installation and the Regulations of the **Health and Safety Act**, (Act 85 of 1993) and SANS 10142. The Contractor must supply all leads and plugs as necessary and to provide power to the working site

9. Access to site

The areas are restricted and the contractor must ensure he complies with the regulations of Transnet Freight Rail in every way. The Contractor and/or any sub-contractors shall be required to apply for permission to enter the restricted area in writing. A list of workmen shall be given to the Project Manager to arrange for the necessary permits. 48 Hours minimum notice is necessary for the processing these permits. This includes changes to staff during the contract period.

10. Materials found on site

No material that is lying on the site (other than that as specified in this document) or any Transnet Freight Rail's properties may be removed or used (even if deemed as scrap) by the contractor.

11. Clearing of site

The Contractor shall provide for cleaning up and sorting all rubbish and debris of whatever kind, generated by this work only, throughout the duration of the contract. Upon completion the Contractor shall clear away and remove all rubbish, unused material, plant and debris caused

by the works and leaves the site and the whole of the works clean and tidy to the satisfaction of the Project Manager.

12. Working outside normal working hours

The normal working hours are between 07:30 and 16:00 Mondays to Fridays. If it is required to work outside the stated normal working hours the Contractor must obtain written permission at least 24 hours before such work needs to be undertaken. Transnet Freight Rail will not unreasonably withhold permission; however the Contractor may have to pay for Transnet Freight Rail's supervisory personnel.

13. Escalation

This contract does not make provision for compensation in respect of increased costs. The contenders must allow in his fixed price for any increased costs, which he may encounter during the contract period or such extended period as agreed upon by both parties.

14. Retention

Transnet Freight Rail reserves the right to retain up to ten (10) percent of the value of the contract, for a period of six months, (the maintenance period) or such further period beyond the maintenance period if defects have not yet been made good to the satisfaction of the Project Manager.

15. Safety Precautions and Insurance

15.1 Act 85:

The contractor shall comply with the Occupational Health & Safety Act, 1993 (Act 85 of 1993). The form E.4E as placed in this Specification must be adhered to. (Available on request) But will be completed by the successful tenderer.

15.2 E7/1

Specification for works on, over, under adjacent to Railway lines and near high voltage equipment. (Available at the tender briefing)

15.3 Environment

15.3.1 The Contractor shall, at all times, comply with the statutes that prohibit pollution of any kind. These statutes are enacted in the following legislation.

- ☐ The National Environmental Management Act, 107/1998;
- ☐ The Environmental Conservation Act, 73/1989; and
- ☐ The National Water Act, 36/1998.

15.3.2 The Contractor shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the Contractor was negligent and caused any form of pollution the damage shall be rectified at the Contractors cost.

15.4 SUBSTANCE ABUSE TESTING

The OHSA (Act 85 of 1993) clearly states in the Safety Regulations 2A "INTOXICATION" **An employer or user, as the case may be, shall not permit any person who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace.** Transnet Freight Rail enforces this legislation by means of its Substance Abuse Policy, and therefore reserves the right to do substance abuse testing on anyone who enters their premises.

15.5 Health and Safety Requirements.

As per the E4E (Health and Safety requirements) no work can commence before the certificate of Good Standing by the Compensation Commissioner, or proof of payment, has been delivered to this office, for this project.

16. Note:

- 16.1** For further descriptions of materials to be used and methods to be adopted, the Contractor is referred to the various Codes and Standards, where relevant, and this shall be deemed too from part of the descriptions of any items in the following Specification. Except where any specification provision in a description in this specification is at variance with the above, in which case the specific provision is this Specification description shall apply.
- 16.2** Where trade names and catalogue references have been used in these Specifications to specify a product, Tenderers must tender on that particular or similar product. In addition, Tenderers must tender on the design specified. The accepted tenderer (i.e. Contractor) may, after obtaining written authority from the Project Manager, use an alternative product or design.
- 16.3** Where such written authority is given by the Project Manager at the request of the Contractor, for the contractor's convenience, all additional costs involved will be done for the Contractor's account. In the event of a less expensive product or design being used, a variation order reflecting the saving in cost will be issued.

17. GENERAL

17.1 Standard Specification

In so far as they can be applied and where they are not inconsistent with the terms of this specification, the following specifications shall be regarded as being embodied in this specification.

17.2 SANS Specifications (To be obtained by the contenders)

National Building Regulations	SANS 10400 – 11990
General Structural	SANS 11200AH- 11982
Electrical Code of Practice	SANS 10142

17.3 To be supplied by the Contractor

The Contractor shall provide all labour, transport, consumable stores, plant, equipment, tools, services, materials and ingredients of every description required for the carrying out and completion of the WORKS as per this specification and as may be ordered by the Manager.

18.1.2 Day to day matters:

18.1.2.1 The maintenance of the above start-up costs.

18.1.2.2 The cost of safety procedures, need at all times at least one incumbent to be responsible for safety. On a daily basis and before any procedure is started a safety and work activity must be recorded in the site diary/safety file to ensure safety methods are used.

18.1.2.3 Need an incumbent with basic first aid training.

18.2 The contractor shall use the **Construction Work Check List** to ensure that all safety issues are dealt with and this must be kept on the safety file.

Contract Data
Site Information

The works shall be performed at **Administration Building, Cambridge, East London**

TRANSNET SOC LIMITED
(REGISTRATION NO 1990/000900/30)
trading as TRANSNET FREIGHT RAIL
(hereinafter referred to as TRANSNET)

REF. NO.: PEA 6898

SUPPLY AND INSTALLATION OF FIVE (5) SPLIT TYPE AIRCONDITIONERS,
TWO (2) CONSOLE TYPE AIRCONDITIONERS and Re- POSITIONING OF ONE (1)
SPLIT TYPE AIRCONDITIONER IN THE ADMINISTRATIVE BUILDING

PART B

SECTION 1

1.1 SCOPE OF WORK

1.1.1 FIRST FLOOR

1.1.1.1. Room 105: The replacement of (1) one split type air conditioning unit with new 18000 BTU split inverter type air conditioner. (Incl. Elect. Supply).

1.1.2. SECOND FLOOR

1.1.2.1. Room 200 a: The installation of (1) one 12000 BTU split inverter type air conditioner. (Incl. Elect. Supply).

1.1.2.2. Room 200 b: The repositioning of existing 18000 BTU split type air conditioning. (Incl. Elect. Supply).

1.1.2.3. Room 202 : The replacement of (2) two split type air conditioning units with new 24000 BTU split inverter type air conditioners in new positions. (Incl. Elect. Supplies).

1.1.2.4. Room 204a : The replacement of (1) one split type air conditioning units with new 12000 BTU split inverter type air conditioner.

1.1.2.5. Room 211 : The replacement of (1) one console type air conditioning unit with new 15000 BTU console type air conditioner. (Incl. Elect. Supply).

1.1.2.6. Room 216 : The replacement of (1) one console type air conditioning unit with new 15000 BTU console type air conditioner. (Incl. Elect. Supply).



1.2. Standard Specification

1.2.1. In so far as they can be applied and where they are not inconsistent with the terms of this specification, the following specifications shall be regarded as being embodied in this specification.

1.3. SABS Specifications (To be obtained by the bidders)

1.3.1. The wiring of Premises SANS 10142-1 (Old SABS 0142), Occupational health and Safety Act, Act 85 - 1993

1.4. To be supplied by the Contractor

1.4.1. The Contractor shall provide all labour, transport, consumable stores, plant, equipment, tools, services, materials and ingredients of every description required for the carrying out and completion of the WORKS as per this specification and as may be ordered by the Project Manager.

1.5. General :

1.5.1. The Installation or Extension and re-routing of electrical supply must be done according to SANS 10142 if necessary.

1.5.2. All air cons replaced to be removed by contractor.

1.5.3. The exact installation positions and supply to air conditioners to be determined on site.

1.5.4. A COC certificate shall be given to Transnet after completion of work.

SECTION 2

Electrical Work

2.1 PROJECT SPECIFICATIONS

2.1.1 **Air conditioners** - *The cooling capacity for the units shall be :*

- a) 2 x 12000 BTU Mid Wall Inverter Type Split Units
- b) 1 x 18000 BTU Mid Wall Inverter Type Split Units
- c) 2 x 24000 BTU Mid Wall Inverter Type Split Units
- d) 2 x 15000 BTU Console Type Units.

2.1.2 The units shall be factory assembled and tested, supplied ready for operation, will be **Samsung, LG, Mitsubishi or York or similar.**

2.1.3 The standard to which the units are rated must be stated.

2.1.4 The units shall be suitable for one of the following duties as per schedule of requirements: **Cooling and Heating, and will be possible to be operated via remote control.**

2.1.5 The unit shall be suitable to operate under the following conditions: - Ambient temperature minus 5°C to 45°C, Relative humidity up to 86%.

- 2.1.6** The units shall be suitable for operation from 220 / 230 Volt 50 Hz, single-phase electrical supply.
- 2.1.7** The controls will be of remote or manually controlled type.
- 2.1.8** Controls shall at least incorporate the following elements: -
- a) On/Off switch
 - b) Cooling/heating thermostat
 - c) Damper control to regulate entry of fresh air.
- 2.1.9** **Tenderers shall state the make and capacity of units offered and shall provide full details at the time of tendering.**
- 2.1.10** *The units shall be provided with some suitable means of draining excess condensate. A description of the moisture system shall be submitted.*
- 2.1.11** *The unit shall emit minimum noise at approx. **36Db at 3m.***
- 2.1.12** *The compressor shall be sealed and be provided with vibration isolators.*
- 2.1.13** *All units must be sprayed with **Techtal** and be **Corium** treated.*
- 2.1.14** *Tenderers shall provide pamphlets describing the unit at the time of tendering.*
- 2.1.15** *Full information on the guarantee offered is to be provided.*

Compressor:.....years.

Air conditioning unit:.....years.

All walls or windows used for the installation to be made good after installation of units.

2.2 Installation Instructions

2.2.1 Evaporating Units Installation

- 2.2.1.1** The evaporators for mid wall splits shall be mounted level at the predetermined position, making use of nail in anchors.

2.2.2 Condensing Units

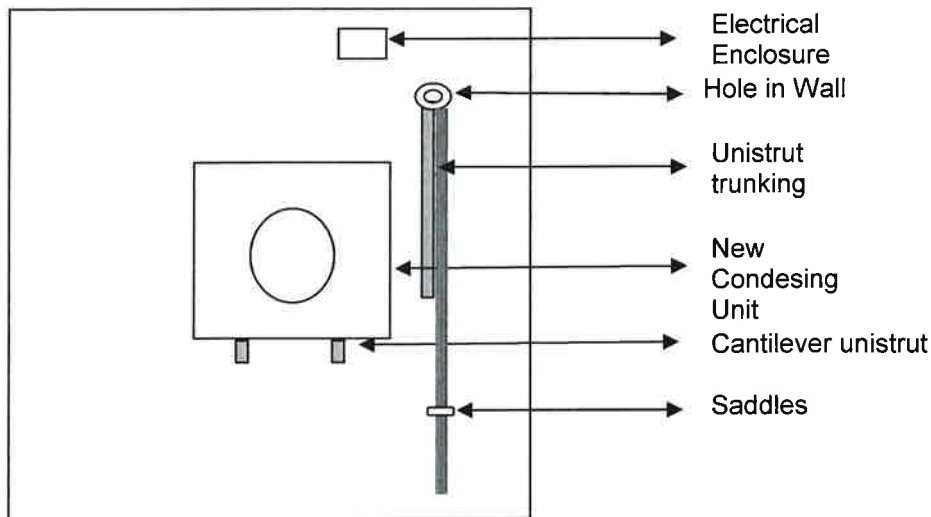
- 2.2.2.1** The condensing units shall be mounted on cantilever brackets {40 x 40 galvanised unistrut trunking P2000} on rubber footings and using 14mm² Rawl bolts to fasten the brackets.

2.2.3 Piping

- 2.2.3.1** The piping used for connecting the evaporator to the condensing unit will be soft drawn copper as per manufactures specification.
- 2.2.3.2** All copper piping to be covered with close cell amour-flex. These pipes will be neatly strapped together and terminated with black cable ties. These pipes will neatly run on the wall surface inside unistrut trunking (P2000) or similar trunking, fastened to the wall using 6 x 35mm nail in anchors.

2.2.4 Drain pipes

- 2.2.4.1** The drain pipes to be of UPVC 25mm² (blue pipe). Note that where intersection / joints are made to the drainpipes; it will be made with a standard joint (made to use with these pipes) and fastened with PVC weld. The outlet ends will be slightly bend away from the wall at about 30° so the excess water will not drip onto the walls of the building. In as far as practically possible the drain system of the air conditioners should be linked to that of the building. The pipes will be fastened to the wall making use of PVC or metal saddles with nail in anchors at not more than 1 meter intervals.



2.2.5 Electrical System

- 2.2.5.1** Each air conditioning unit must be electrically supplied from an **orange toggle (curve 1) 20Amp** circuit breaker making use of **2.5mm² Surfex** cable. In instances where the current ratings of air conditioners are above these specifications, use must be made of the correct current protective device and wire.
- 2.2.5.2** The supply must be via a **30Amp double pole isolator** (switch disconnecter).
- 2.2.5.3** These isolators will be situated in a **2 x 4 York Box** enclosure (for each split unit) and secured with nail in anchors using all holes provided. This must be situated in close proximity of the condensing units. The interconnecting cables used will be black surfex cable of the appropriate size as per manufactures specifications.
- 2.2.5.4** Where the supply wires are running on exposed surfaces it will be laid in trunking of the appropriate size and be fastened using nail in anchors of not less than 6mm² x 35mm long at 500mm intervals.

Note that all electrical work must be carried out as per SANS 10142

2.2.6 Windows

2.2.6.1 All the windows from which window units are removed will be repaired and glazed professionally. If needed the windows must be tinted to match existing.

2.2.7 To be supplied by the Contractor

2.2.7.1 The Contractor shall provide all labour, transport, consumable stores, plant, equipment, tools, services, materials and ingredients of every description required for the carrying out and completion of the Works as per this specification and any further work as may be ordered by the Engineer/Manager.

2.2.8 Site meetings

2.2.8.1 The Contractor shall be called upon to attend meetings on the site to discuss the progress of WORKS with the Project manager.

2.2.9 Recording of the works:

2.2.9.1 The Contractor shall keep and maintain accurate records in the site diary of all work so that any disputes can be resolved and that the extent of the required tests on the materials can readily be determined.

2.2.10 Setting out of the works:

2.2.10.1 The setting out of the work shall be the sole responsibility of the Contractor and shall be done in accordance with the "Guidelines for the provision of Engineering Services in Residential Townships" by The Department of Community Development.

2.2.11 Keep site tidy:

2.2.11.1 The Contractor shall keep the site tidy at all times and remove all old material and such as rubble, off-cuts, demolished material, surplus material and carry away and dump or store onto or at an approved site.

2.2.11.2 If required, a permit must be obtained from the local Municipality to transport material on their roads.

2.2.12 Day work Rates:

2.2.12.1 The contractor shall be paid as per the tender rates and prices and any addition or omissions shall be to the discretion of the Project manager all as per the site instruction book.

2.2.12.2 When an item is not in the schedule then a variation shall be given based on day work rates and shall be recorded in the diary (day book) plus material with handling costs (percentage), all as per the preambles in the Schedule of Rates and Prices, herein.

NB: THIS (SCHEDULE OF RATES AND PRICES) MUST BE FILLED IN AND ADDED TO THE TOTAL CONTRACT PRICE.

2.3 General:

2.3.1 The contractor shall ensure that the SANS 10142-1 Wiring of Premises is adhered to and that the relevant Health and Safety Act are met.

2.3.2 Electrical contractor to remove all left over material, rubble, and electrical equipment stripped by the contractor and is for his own property.

2.3.3 All material and equipment used to be S.A.B.S. approved and workmanship to be of a high quality and standard, done to the satisfaction of TRANSNET FREIGHT RAIL's site supervisor.

NB: The contractor is responsible for his own measurements where applicable, however, where rates are given the actual work done will be measured on completion and paid accordingly.

SECTION 3

3.1 Time To Complete The Work:

3.1.1 Time to complete the work will be **10 days (Ten working days)**

3.1.2 Failing to complete the work as accepted, the contractor shall pay Transnet a sum of **R300.00** (Three Hundred Rand) per day, or part thereof, for which the works remain incomplete.

3.2 Quality

3.2.1 Guarantee the quality of his workmanship for a period of twelve (12) months.

3.2.2 In the event of Transnet in its sole discretion, being dissatisfied for whatever reason with any or all of the work performed by the Contractor, Transnet shall forthwith notify the Contractor thereof.

3.2.3 The Contractor shall then forthwith redo the complete work at his own expense to the satisfaction of Transnet.

3.3 Traveling:

- 3.3.1** No traveling time is allowed for within the radius of 20km from the station.
- 3.3.2** Therefore, the price is inclusive of traveling in this zone.
- 3.3.3** If work is outside this zoning that the contractor shall be compensated for this via a rate. This shall be from the 20km radius to the requested work. This price is inclusive of return trip.

NOTE: Rate is only for one way the return trip is not allowed for and must be included in the rate.

3.4 Incompetent Employees:

- 3.4.1** *Any person employed by the contractor on the work who is, in the opinion of the Project Manager, incompetent, or who may act in such an improper manner, may be discharged from the work by the Project Manager and such a person shall not be employed on the work again without the permission of the Project Manager.*

3.5 General:

- 3.5.1** All material to be SABS approved. Adhere to manufacturers specifications and instructions.
- 3.5.2** Where trade names are used it can be or similar and approved by project leader on site.
- 3.5.3** All dimensions and quantities to be checked on site by tenderer before commencing with the work.
- 3.5.4** All rubble and hazardous material to be dumped at an approved dumpsite.
- 3.5.5** Contractor to adhere to all safety regulations as per Occupational health and Safety Regulations Act, 85 of 1993.
- 3.5.6** Adhere to the safety rules and regulations of the Depot.
- 3.5.7** All contract workers will attend a safety induction course presented by Transnet Freight Rail
- 3.5.8** The Building will be occupied during renovations / repairs.

3.6 Risks Assessed

- 3.6.1** Working with scaffolding.
- 3.6.2** Working with step ladders.
- 3.6.3** Working with flammable liquid
- 3.6.4** Working with electric tools
- 3.6.5** Working on roofs

3.7 Safety.

- 3.7.1** The contractor must, on a regular basis, liaise with the Project Leader. The Project Leader and the Depot Manager must, on regular basis, be provided with an updated program.
- 3.7.2** At all times the safety aspect of the project must be treated as very important.

SECTION 4

4.1 General conditions

- 4.1.1** It is the responsibility of the contractor to have sufficient means of communication for Transnet Freight Rail to be able to contact the contractor during normal working hours and after normal working hours. A fax machine must be available at all hours during normal working hours as well as after normal working hours for emergency correspondence.
- 4.1.2** A site access certificate will be issued to the contractor and must be displayed to any person on request.