

TRANSNET



delivering freight reliably

## REQUEST FOR QUOTATION (RFQ)

[RFQ NUMBER : PTH / 52198]

**Request for Quote for the Provision/Supply : EMERGENCY REPAIRS AND MAINTENANCE WORK (CIVIL) TO THE OPERATIONAL ASSETS OF TRANSNET FREIGHT RAIL IN BURGERSDORP AND SURROUNDING AREA ON AN "AS AND WHEN BASIS" FOR PERIOD ENDING 30 APRIL 2014 OR UNTIL THE TOTAL PAYMENT HAS REACHED R 50 000.00 (vat excl) WHICHEVER OCCURS FIRST. ( NB MUST HAVE PERSONAL STATIONED IN BURGERSDORP )**

Transnet Freight Rail , a division of Transnet (SOC) Ltd invites all interested parties to respond to the abovementioned RFQ. The RFQ documents may be inspected and obtained on and after, 28 May 2013 from TRANSNET FREIGHT RAIL, SECRETARIAT OF THE ACQUISITION COUNCIL (ADMIN SUPPORT) , SUPPLY CHAIN SERVICES at SUPPLY CHAIN SERVICES BUILDING, 1<sup>st</sup> FLOOR, ROOM 105, STOW ROAD , UITENHAGE, during office hours of 07:30 TO 12:45 AND 13:30 TO 15:30 weekdays.

A specimen copy of the RFQ will be made available for viewing at [www.transnet.net/Transnet/TC/Pages/default.aspx](http://www.transnet.net/Transnet/TC/Pages/default.aspx). However, these documents are solely for viewing purposes only.

**For enquiries regarding collection (or to make arrangements to collect it at the tenderbriefing ) of the RFQ, please contact Ronelle Blom on 041 994 2045 or [ronelle.blom@transnet.net](mailto:ronelle.blom@transnet.net)**

**Please note: These documents will be available at a NO CHARGE.**

**A compulsory RFQ briefing session will be held on 18 June 2013 at 14:00 AT BURGERSDORP STATION. Details of the briefing session are contained in the RFQ documents.**

**This RFQ shall close punctually at 10:00 on 2 July 2013 in the tender box located at : TRANSNET FREIGHT RAIL, SECRETARIAT OF THE ACQUISITION COUNCIL (ADMIN SUPPORT) , TRANSNET FREIGHT RAIL , SUPPLY CHAIN SERVICE BUILDING, TENDERBOX, 1<sup>st</sup> FLOOR (PASSAGE), STOW ROAD, UITENHAGE.**

IF POSTED:

TRANSNET FREIGHT RAIL , SECRETARIAT OF THE ACQUISITION COUNCIL (ADMIN SUPPORT), P.O.BOX 95, UITENHAGE.

Preference will be given to Respondents based on their 8-BBEE status.

**Transnet urges Clients, Suppliers and Service Providers to report any acts of fraud and/or instances of corruption to Transnet's TIP-OFFS ANONYMOUS on 0800 003 056 or [Transnet@tip-offs.co.za](mailto:Transnet@tip-offs.co.za).**

freight rail rail engineering pipelines port terminals national parts authority

TRANSNET



SOC LIMITED  
(REGISTRATION NO.1950/000900/30)  
Trading as

Transnet freight rail

**RFQ ( Request for quote) PTH 52198**

**EMERGENCY REPAIRS AND MAINTENANCE WORK (CIVIL) TO THE OPERATIONAL ASSETS OF TRANSNET FREIGHT RAIL IN BURGERSDORP AND SURROUNDING AREA ON AN "AS AND WHEN BASIS" FOR PERIOD ENDING 30 APRIL 2014 OR UNTIL THE TOTAL PAYMENT HAS REACHED R 50 000.00 (vat excl) WHICHEVER OCCURS FIRST. ( NB MUST HAVE PERSONAL STATIONED IN BURGERSDORP )**

**SITE MEETING**

: 6/18/2013

**TIME**

: 14:00 AT BURGERSDORP STATION

**CLOSING DATE / TIME: 2 July 2013 @ 10:00**

**TENDER BOX:**

Transnet freight rail

Secretariat of the Acquisition Council (Admin support)

Transnet Freight Rail Building,

Tender Box ( 1<sup>st</sup> Floor, Passage)

Stow road,

Uitenhage.

**COMMERCIAL ( SCS): Dixie Diedericks 041 994 2033 Fax 041 994 2024**

Up to the closing date : e' mail : [dixie.diedericks@transnet.net](mailto:dixie.diedericks@transnet.net)

After closing date : Ronelle Blom 041 994 2045

: e'mail: [ronelle.blom@transnet.net](mailto:ronelle.blom@transnet.net)

**FRAUD HOTLINE**

: TEL 0800 003 056

**REAL ESTATE REF : PEY 6796 : PURCHASE REQUISITION :**

SCHEDULE OF DOCUMENTS

|           |                                      |                |
|-----------|--------------------------------------|----------------|
| SECTION 1 | : Notice to bidders                  | ( Page 2-9)    |
| SECTION 2 | : Quotation form<br>( Rates page 11) | ( Page 10-11 ) |
| SECTION 3 | : Vendor application form            | ( Page 12)     |
| SECTION 4 | : General conditions                 | ( Page 13- 17) |
| SECTION 5 | : Project specifications             | ( Page19       |
| SECTION 6 | : Attendance Certificate             | ( Page 20)     |
| SECTION 7 | : Refer to attachments               | ( Page 21)     |

**NB All pages to be completed up to and include page 21**  
**All pages Respondent's signature bottom left and firms date and company stamp**  
**on bottom right**

"PREVIEW COPY ONLY"



TRANSNET FREIGHT RAIL a division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

[hereinafter referred to as Transnet]

**REQUEST FOR QUOTATION [RFQ] PTH 52198**

**FOR THE**

**: EMERGENCY REPAIRS AND MAINTENANCE WORK (CIVIL) TO THE OPERATIONAL ASSETS OF TRANSNET FREIGHT RAIL IN BURGERSDORP AND SURROUNDING AREA ON AN "AS AND WHEN BASIS" FOR PERIOD ENDING 30 APRIL 2014 OR UNTIL THE TOTAL PAYMENT HAS REACHED R 50 000.00 (vat excl) WHICHEVER OCCURS FIRST. ( NB MUST HAVE PERSONAL STATIONED IN BURGERSDORP )**

:

**ISSUE DATE : 5/28/2013**

**TENDER BRIEFING: 6/18/2013**

**TENDER BRIEFING AND SITE MEETING COMPULSORY**

**TIME/PLACE : 14:00 AT BURGERSDORP STATION**

**CLOSING DATE : 2 July 2013**

**CLOSING TIME : 10:00**

**Section 1**  
**NOTICE TO BIDDERS**

Quotations which must be completed as indicated in Section 2 of this RFQ are to be submitted as follows:

Quotations must be in a sealed envelope with the following details : RFQ number : Closing date

**CLOSING DATE : 2 July 2013 @ 10:00**

**CLOSING VENUE :**

**TRANSNET FREIGHT RAIL , SECRETARIAT OF THE ACQUISITION COUNCIL (ADMIN SUPPORT ), TRANSNET FREIGHT RAIL , SUPPLY CHAIN SERVICE BUILDING, TENDERBOX, 1<sup>ST</sup> FLOOR (PASSAGE), STOW ROAD, UITENHAGE.**  
**IF POSTED: TRANSNET FREIGHT RAIL , SECRETARIAT OF THE ACQUISITION COUNCIL (ADMIN SUPPORT), P.O. BOX 95, UITENHAGE.**

**NB. IF MINUTES OF THE TENDERBRIEFING THAT WAS HELD IS NOT RECEIVED WITHIN 48 WORKING HOURS BY MAIL OR FAX YOU MUST CONTACT DIXIE DIEDERICKS TEL 041 994 2033 AND SEND HIM A MAIL ([dixie.diedericks@transnet.co.za](mailto:dixie.diedericks@transnet.co.za)) WITH YOUR DETAILS. THIS IS TO ENSURE THAT ALL THE FIRMS THAT ATTENDED THE TENDERBRIEFING HAVE THE SAME INFORMATION.**

**1 Responses to RFQ**

Responses to this RFQ [Quotations] must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter.

**2 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.

o **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 the following:

- Proposals will be evaluated on price which will be allocated 80 points and preference which will be allocated 20 points, dependent on the value of the Services.
- The 80/20 preference point system applies where the acquisition of the Services will be less than R1 000 000.00.
- If the 80/20 preference point system is stipulated and all Bids received exceed R1 000 000.00, the RFQ will be cancelled.
- In this RFQ, Transnet will apply **80/20** preference point system prescribed in the PPPFA.

In compliance with the Government Gazette No 34612, Notice No. 754 dated 23 September 2011, as from 1 October 2011 valid B-BBEE Verification Certificates must be issued by:

- (i) Verification Agencies accredited by the South African National Accreditation System [SANAS]; or
- (ii) Registered Auditors approved by the Independent Regulatory Board of Auditors [IRBA], in accordance with the approval granted by the Department of Trade and Industry.

Enterprises will be rated by such agencies based on the following:

- a) **Large Enterprises** [i.e. annual turnover greater than R35 million]:
  - Rating level based on all seven elements of the B-BBEE scorecard
- b) **Qualifying Small Enterprises – QSE** [i.e. annual turnover between R5 million and R35 million]:
  - Rating based on any four of the elements of the B-BBEE scorecard
- c) **Exempted Micro Enterprises – EME** [i.e. annual turnover less than R5 million]:
 

In accordance with B-BBEE Codes of Good Practice [Statement 000, Section 4], any enterprise with an annual total revenue of R 5 million or less qualifies as an EME.

  - Automatic rating of B-BBEE Level 4 irrespective of race or ownership
  - Black ownership greater than 50% or Black Women ownership greater than 50% automatically qualify as B-BBEE Level 3

Sufficient evidence to qualify as an EME would be a certificate (which may be in the form of a letter) from an auditor or accounting officer or a certificate from a Verification Agency accredited by SANAS. The certificate must confirm the company's turnover, black ownership / black female ownership, B-BBEE status level and validity date.

*Respondents are required to furnish proof of the above to Transnet. [i.e. a valid detailed scorecard as stipulated above in respect of Large Enterprises and QSEs, or a valid certificate in respect of EMEs].*

Transnet will accordingly allocate a maximum of **20 [twenty] points** in accordance with the **80/20** preference point system prescribed in the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations to the Respondent's final score based on an entity's B-BBEE scorecard rating. *[Refer Annexure A – B-BBEE Preference Points Claim Form for further details].*

N.B. Failure to submit a B-BBEE certificate, which is valid as at the Closing Date of this RFP, will result in a score of zero being allocated for B-BBEE.

*[Refer clause 19 below for Returnable Documents required]*

### 3 Communication

- a) 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.

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

Name: Dixie Diedericks

Email: [Dixie.diedericks@transnet.net](mailto:Dixie.diedericks@transnet.net) Tel : 041 994 2033

- c) Respondents may also, at any time after the closing date of the RFQ, communicate with Ronelle Blom on any matter relating to its RFQ response:

Telephone :041 994 2045

Email : [ronelle.blom@transnet.net](mailto:ronelle.blom@transnet.net)

#### 4 Tax Clearance

The Respondent's original valid Tax Clearance Certificate must accompany the Quotation. Failure to provide this document with the RFQ submission may result in disqualification.

#### 5 VAT Registration

The valid VAT registration number must be stated here: \_\_\_\_\_ *[if applicable]*.

#### 6 Legal Compliance

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

#### 7 Changes to Quotations

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

#### 8 Pricing

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

#### 9 Prices Subject to Confirmation

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

#### 10 Negotiations

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

#### 11 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.

#### 12 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 goods / 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 goods / 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.

In addition, Transnet reserves the right to exclude any Respondent from the bidding process who has been convicted of a serious breach of law during the preceding 5 [five] years, including but not limited to breaches of the Competition Act 89 of 1998. Respondents are required to indicate below whether or not they have been found guilty of a serious breach of law during the past 5 [five] years:

I/We \_\_\_\_\_ do hereby certify that I/we **have/have not been** found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences.

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

NATURE OF BREACH: \_\_\_\_\_

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

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

### 13 Respondent's Samples

Not Applicable

### 14 Evaluation Criteria

Transnet will utilise the following criteria [not necessarily in this order] in choosing a Supplier/Service Provider, if so required:

- Administrative responsiveness - Completeness of response and returnable documents
- Substantive responsiveness – Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given
- Weighted evaluation based on 80/20 preference point system as indicated in paragraph 2 above:



- Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts<sup>1</sup> will be critical
- B-BBEE status of company

Preference points will 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 (80/20 system) |
|------------------------------------|---------------------------------|
| 1                                  | 20                              |
| 2                                  | 18                              |
| 3                                  | 16                              |
| 4                                  | 12                              |
| 5                                  | 8                               |
| 6                                  | 6                               |
| 7                                  | 4                               |
| 8                                  | 2                               |
| Non-compliant contributor          | 0                               |

#### 15 Validity Period

Transnet desires a validity period of 90 ( Ninety days ) from the closing date of this RFQ.

This RFQ is valid until \_\_\_\_\_.

#### 16 Banking Details

BANK: \_\_\_\_\_

BRANCH NAME / CODE: \_\_\_\_\_

ACCOUNT HOLDER: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

#### 17 Company Registration

Registration number of company / C.C. \_\_\_\_\_

Registered name of company / C.C. \_\_\_\_\_

#### 18 Disclosure of Prices Quoted

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

YES  NO

#### 19 Returnable Documents

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

\_\_\_\_\_  
Respondent's Signature

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

**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 **Returnable Documents**, as detailed below.

***Failure to provide all these Returnable Documents at the Closing Date and time of this RFQ may result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Quotations. IF REQUESTED DOCUMENTS MUST BE SUBMITTED WITHIN 3 WORKING DAYS***

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these mandatory Returnable Documents by so indicating [Yes or No] in the table below:



|   |  | Submitted<br>[Yes or<br>No] |
|---|--|-----------------------------|
| SECTION 1 : Notice to Bidders   |  |                             |
| <ul style="list-style-type: none"> <li>- Valid B-BBEE Verification Certificate [RSA Large Enterprises and QSEs]<br/>Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard</li> </ul>                                       |  |                             |
| <ul style="list-style-type: none"> <li>- Valid B-BBEE certificate from auditor, accounting officer or SANAS accredited Verification Agency [RSA EMEs]<br/>Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard</li> </ul> |  |                             |
| <ul style="list-style-type: none"> <li>- Letter of Good standing from Department of Labour</li> </ul>   |  |                             |
| <ul style="list-style-type: none"> <li>- PCO Certificate</li> </ul>   |  |                             |
| <ul style="list-style-type: none"> <li>- 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</li> </ul>   |  |                             |
| SECTION 2 : Quotation Form  |  |                             |
| SECTION 3: Vendor Application Form  |  |                             |
| <ul style="list-style-type: none"> <li>• Original cancelled cheque or bank verification of banking details</li> </ul>   |  |                             |
| <ul style="list-style-type: none"> <li>• Certified copies of IDs of shareholder/directors/members [as applicable]</li> </ul>  |  |                             |
| <ul style="list-style-type: none"> <li>• Certified copy of Certificate of Incorporation [CM29/CM9 name change]</li> </ul>   |  |                             |
| <ul style="list-style-type: none"> <li>• Certified copy of share certificates [CK1/CK2 if S.C.]</li> </ul>  |  |                             |
| <ul style="list-style-type: none"> <li>• Entity's letterhead</li> </ul>   |  |                             |
| <ul style="list-style-type: none"> <li>• Certified copy of VAT Registration Certificate [RSA entities only]</li> </ul>  |  |                             |
| <ul style="list-style-type: none"> <li>• Certified copy of valid Company Registration Certificate [if applicable]</li> </ul>  |  |                             |
| <ul style="list-style-type: none"> <li>• Original valid Tax Clearance Certificate [Consortia / Joint Ventures / Sub-contractors must submit a separate Tax Clearance Certificate for each party]</li> </ul>   |  |                             |
| ANNEXURE A – B-BBEE Preference Points Claim Form  |  |                             |
|   |  |                             |

Respondents to complete this section:

COMPANY TRADING NAME \_\_\_\_\_

COMPANY REGISTERED NAME \_\_\_\_\_

COMPANY REGISTRATION NUMBER \_\_\_\_\_

NAME OF RESPONDENT .....

PHYSICAL ADDRESS .....

.....

Respondent's contact person:

Name.....

Designation.....

Telephone.....

Cell Phone.....

Facsimile.....

Email.....

Service provider for Legal notices \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Fax number: \_\_\_\_\_

Attention \_\_\_\_\_

**"PREVIEW COPY ONLY"**

\_\_\_\_\_  
Respondent's Signature

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

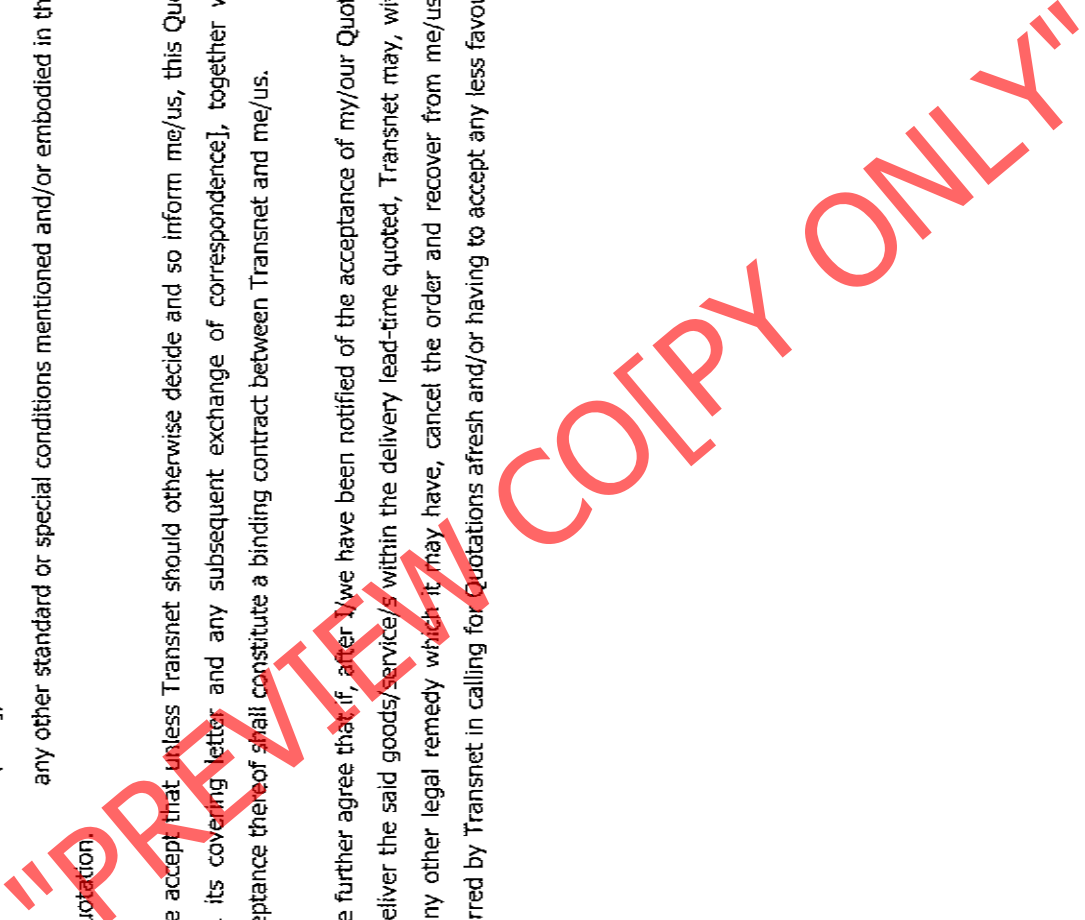
**Section 2**  
**QUOTATION FORM**

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

- I/We agree to be bound by those terms and conditions in:  
the Standard Terms and Conditions for the Supply of Goods or Services to Transnet [available on request]; and
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.



TRANSNET LIMITED  
(REGISTRATION NO 1990/000900/06)

trading as TRANSNET FREIGHT RAIL

RFQ PTH 52198

EMERGENCY REPAIR AND MAINTENANCE WORK TO TRANSNET FREIGHT RAIL ASSETS IN THE BURGERSDORP AREA.

SCHEDULE OF RATES AND QUANTITIES

SCHEDULE OF RATES:                      Company Name: \_\_\_\_\_

Emergency repair work will be carried out at the following hourly rates ( Excl. VAT ) :

|                        | <u>Artisan + labour</u> | <u>Labour only</u> |
|------------------------|-------------------------|--------------------|
| <i>Standard Rate:</i>  | R _____ /hour.          | R _____ /hour      |
| <i>Overtime Rate:</i>  | R _____ /hour           | R _____ /hour      |
| <i>Saturday:</i>       | R _____ /hour           | R _____ /hour      |
| <i>Sunday:</i>         | R _____ /hour           | R _____ /hour      |
| <i>Public holiday:</i> | R _____ /hour           | R _____ /hour      |

Travelling costs                      R \_\_\_\_\_ /km .

Labour only if needed on daily basis by Transnet Freight Rail: R \_\_\_\_\_ /day.

Material / Plant hire cost : As per invoice from supplier plus \_\_\_\_\_ (% handling charge) (this invoice must be attached to VAT invoice from Contractor).

AS WITNESSES :

(1) \_\_\_\_\_ TENDERER: NAME: \_\_\_\_\_

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

(2) \_\_\_\_\_ DATE: \_\_\_\_\_

**Notes to Pricing:**

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- c) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

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**Section 3**  
**VENDOR APPLICATION FORM**

**ANNEXURE A**

**ONLY TO BE COMPLETED IF REQUESTED**

**ALL THE DOCUMENTS MUST BE COMPLETED AND AVAILABLE WITHIN 3 WORKING DAYS  
OR YOUR QUOTE WILL BE REJECTED**

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## Section 4

### General Conditions and Specification

**1. Scope of work**  
EMERGENCY REPAIRS AND MAINTENANCE WORK (CIVIL) TO THE OPERATIONAL ASSETS OF TRANSNET FREIGHT RAIL IN BURGERSDORP AND SURROUNDING AREA ON AN "AS AND WHEN BASIS" FOR PERIOD ENDING 30 APRIL 2014 OR UNTIL THE TOTAL PAYMENT HAS REACHED R 50 000.00 (vat excl) WHICHEVER OCCURS FIRST. ( NB MUST HAVE PERSONAL STATIONED IN BURGERSDORP )

**2. Site location**

The site is situated at per specification

**3. Time to complete the work**

The tenderer shall indicate at section 2 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 tenders 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**

**5.1** 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.

**5.2** 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. 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 .

**Site records**

**6.1 Site Instruction Book**

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**

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 off, incidents that have occurred, nature of work to be done on that day, etc.

### **6.3. Programming & Planning of the work**

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.

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 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 leave 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.

**15.11 E7/1**

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

**15.2 Environment**

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.

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 Contractor's cost.

**15.3 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.

**16. 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.

**17. Note:**

**17.1** 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 to form 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 in this Specification description shall apply.

**17.2** 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.

**17.3** 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.

**18. GENERAL**

**18.1 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.

**SANS Specifications.** (To be obtained by the ~~contractors~~)

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

**18.2 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.

**18.3 Site meetings**

The Contractor shall be called upon to attend meetings on the site to discuss the progress of WORKS with the Transnet Freight Rail representatives.

**18.4 Setting out of the works**

The setting out of the work shall be the sole responsibility of the Contractor and shall be done in accordance with this Specification, the drawings and the design.

**18.5 Keep site tidy**

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.

A permit must be obtained from the Municipalities to transport material on their roads, when required.

**19. Preliminary and General (P & G)**

The P & G shall be as per General & Special Conditions and will include all costs not directly related to the execution of the work as stated. All items not specifically mentioned form part of P & G's

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**Section 5**

**Project Specifications**

"PREVIEW COLPY ONLY"

TRANSNET LIMITED  
(REGISTRATION NO 1990/000900/06)

trading as TRANSNET FREIGHT RAIL

RFQ-ATH 52198  
~~RFQ-ATH 52198~~

PART B

**EMERGENCY REPAIR AND MAINTENANCE WORK TO TRANSNET FREIGHT RAIL ASSETS IN THE BURGERSDORP AREA.**

**1. Scope of work**

- 1.1 This contract comprises the performance of general emergency repair work (in the civil and building trades) to Transnet Freight Rail assets in Burgersdorp and within a 100 km radius.
- 1.2 The contract will be valid for a period of 12 months ( end 31 April 2014 ) or until the total payment has reached an amount of R50 000 ( excluding VAT ), whichever occurs first.
- 1.2 The Contractor shall perform emergency repair work in accordance with this specification on an "as and when required" basis.
- 1.3 The price shall be inclusive of traveling within 20 Km radius from the station. However, if the work is outside this 20 km then the contractor shall be compensated for this as per the Schedule of Rates and Prices under item 4. Note this rate is from the 20 km radius to the requested work and the price is inclusive of the return trip (only one way shall be paid for).

**2. CONDITIONS :**

- 2.1 The Contractor shall provide sufficient communication facilities including a fax machine in order that he may be reached at any time and place during the duration of the contract. The Contractor must be available on a twenty-four hour basis and be able to respond to any emergency request within two hours after he is notified thereof:
  - 2.1 The Contractor shall also provide:
  - 2.1.1 Satisfactory proof of his or his staff's qualifications for the task required before Transnet will permit him/her to commence this task duty. Acceptable proof of qualifications shall be:
    - a trade test diploma ( plumber ) from the Department of Manpower issued at a test centre; or
    - a completed contract of apprenticeship; or
    - proof of qualification acceptable to the Department of Manpower in the case of qualified artisans ( plumber ) from a foreign country.

- a license for water connections, if applicable; or
- a registered plumber as per the SABS 0400, if applicable.
- Or any competency as need and recognized by the Department of Labour.

2.1.2 Proof that he is able to perform all kinds of general repair work:

If the workmanship is not of standard albeit that the incumbent who undertakes the work is qualified as per clause 3.2.1, Transnet Freight Rail reserves the right to ask that this incumbent be removed from doing work for Transnet Freight Rail.

The successful tenderer shall give a list of his employees who shall perform the various tasks to Transnet Freight Rail.

### **2.1.3 THE CONTRACTORS DEPOT AND STAFF MUST BE STATIONED AT BURGERSDORP.**

### **3. GENERAL**

#### **3.1 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.

#### **3.1.1 Transnet Freight Rail's Specifications.** (Enclosed)

Specification for work on, over, under or adjacent to railway lines and near high voltage equipment E7/I

#### **3.1.2 SANS Specifications** (Old SABS. To be obtained by the tenderer) CIVIL STANDARDS SANS 1200 NATIONAL BUILDING REGULATIONS SANS 10400

Water Supply and drainage for buildings:

PART 1 WATER SANS 10252-1  
PART 2 DRAINAGE SANS 10252-2

The installation, maintenance, replacement and repair of fixed electric water heating systems SANS 10254

Guidelines for the provision of Engineering services in Residential Townships - by Department of Community Development.

JASWICK Approval for all plumbing fittings and pipes.

#### **3.2 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 required and shall be made available for Transnet Freight Rail on the invoice when submitting a claim.

#### **3.3 Site meetings**



The Contractor shall be called upon to attend meetings on the site to ensure that the works is undertaken correctly and complies with the specification.

#### **3.4 Recording of the works**

The Contractor shall keep and maintain accurate records in the site diary of all work so that the extent of the work relative to tests carried out on the material can readily be determined.

#### **3.5 Setting out of the works**

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.

#### **3.6 Keep site tidy:.**

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.

### **SECTION 4**

#### **4.1 EARTHWORKS**

##### **4.1.1 Disposal of soil**

All excavated material, and other surplus material or backfill shall be carted and disposed of by the contractor to an approved dump site.

##### **4.1.2 Excavation generally**

The excavation to the base of the lowest layer of imported material shall be done to the cross slopes, net width, etcetera, all as indicated in the site instruction book or drawing (where given). Trench excavation to be in accordance with SABS 1200 - risk of collapse, dealing with ground water, seepage and keeping the excavation free from water, backfilling, working space.

##### **4.1.3 Pipes, services, cables and fittings**

The Contractor shall verify the location of underground services on site. The contractor shall take special precautions not to damage any water pipes, cables, sewer mains, services or fittings. If any of the aforementioned is damaged, it shall be for the contractors account.

##### **4.1.4 Compaction of the insitu**

The contractor shall water and compact the upper 150mm of the insitu material, before placement of any material in the next layer. The insitu material shall have at least 93 % Mod AASHTO density.

### **SECTION 5**

### 5.1

#### **Adhere to the time**

Adhere to the time allowed per task/request given by representative, based on times as laid down in Transnet bonus work manuals / schedules or on manufacturer's standard times, without neglecting the standard of workmanship.

Be subject to the control, authority and supervision of Transnet.

### 5.2

#### **Quality**

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

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

### 5.3

#### **Traveling:**

See clause 1.3 of the Part B as no traveling time is allowed for within the radius of 20 km from the station. Therefore, the price is inclusive of traveling in this zone.

If work is outside this zoning, that the contractor shall be compensated for this via a rate. This shall be from the 20 km 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.

### 5.4.

#### **Instructions to the contractor**

All instructions to the Contractor shall be confirmed in writing and only requests that are received in writing, (Fax or written in the recognized SI book) will be accepted for payment.

The contractor shall then record the event/incident in detail in writing stating the work carried out by (using say a burst pipe for example):

- Date and time received the request
- Reaction Time (started the work)
- Date and time that the work was completed.
- The size of the pipe
- The depth of the pipe in the ground (top of pipe to ground level)
- The position of the pipe in relation to buildings (measure distance from corners of buildings, two measurements and give asset number of the building)
- State all the material used to repair the pipe

**5.5. Penalties for delay**

The contractor shall be required to complete each part of the work as given in the site instruction book within a period as agreed to by Transnet Freight Rail's representative.

Notwithstanding that above emergency work shall be reacted upon immediately and the situation made safe and if a burst pipe the water shutdown to prevent waste. Furthermore that repair work shall be then repaired as soon as practically possible.

Failing completion of the work within the period as stipulated above, the contractor shall pay to Transnet Freight Rail as penalty the sum of R200.00 (Two Hundred Rand) for every day or part thereof during which the works remain incomplete.

**5.6 Compliance with statutes**

The Contractor shall comply with the provisions of the Workman's Compensation Act, 1941, as amended; the Occupational Health and Safety Act, 1993, (Act 85 of 1993)

Provincial Ordinances and Local Authority By-Laws, and all relevant Regulations framed there under.

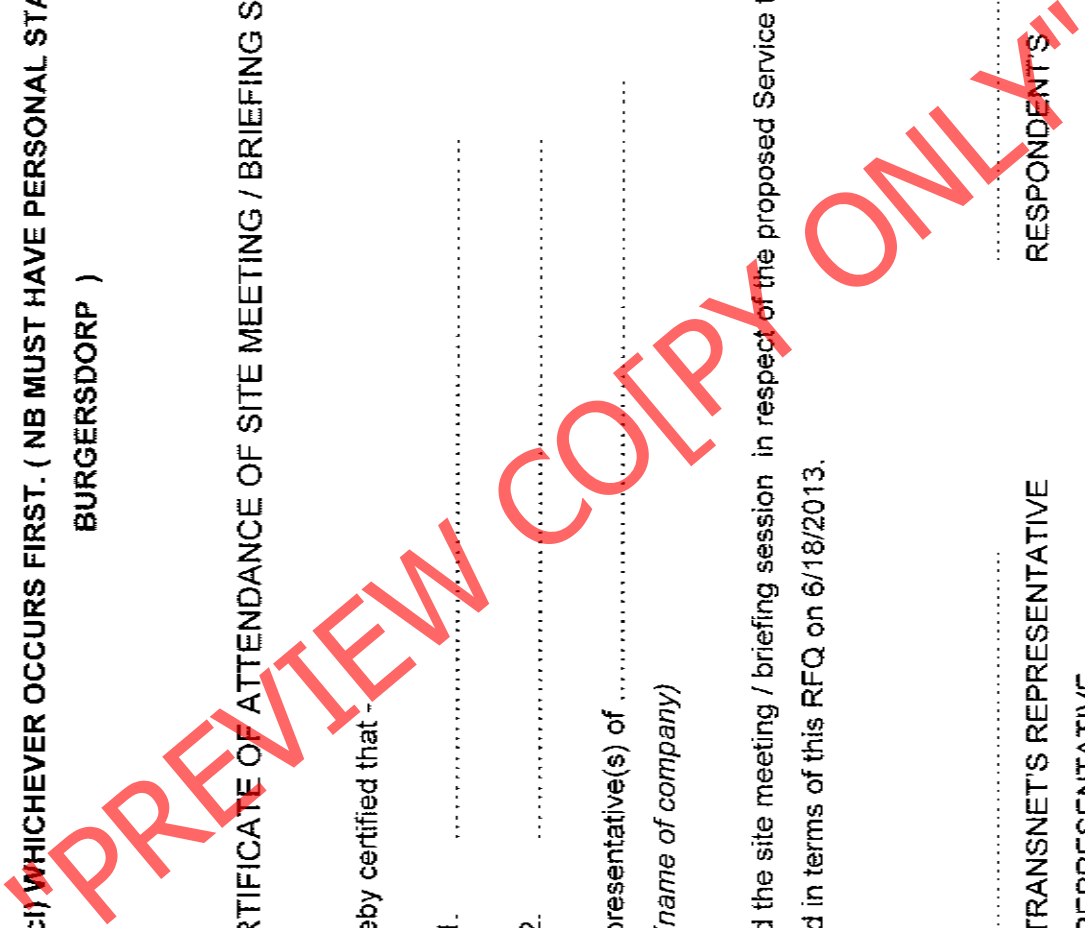
Compliance with all applicable legislation shall be entirely at the Contractor's cost.

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**Section 6**  
**NUMBER PTH52198**

**EMERGENCY REPAIRS AND MAINTENANCE WORK (CIVIL) TO THE OPERATIONAL ASSETS OF TRANSNET FREIGHT RAIL IN BURGERSDORP AND SURROUNDING AREA ON AN "AS AND WHEN BASIS" FOR PERIOD ENDING 30 APRIL 2014 OR UNTIL THE TOTAL PAYMENT HAS REACHED R 50 000.00 (vat excl) WHICHEVER OCCURS FIRST. ( NB MUST HAVE PERSONAL STATIONED IN BURGERSDORP )**



**CERTIFICATE OF ATTENDANCE OF SITE MEETING / BRIEFING SESSION**

It is hereby certified that -

1. ....
2. ....

Representative(s) of .....  
*(name of company)*

attended the site meeting / briefing session in respect of the proposed Service to be rendered in terms of this RFQ on 6/18/2013.

.....  
**TRANSNET'S REPRESENTATIVE**  
**REPRESENTATIVE**

.....  
**RESPONDENT'S**

**DATE: 6/18/2013** .....

**Section 7 ( Attachments)**

**A) Vendor application form (Pages**

**( Must be completed and documents to submitted within 3 working days if requested ) ( 3 pages )**

**B) E4E (Act 85 ) ( Pages )**

**SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT; ACT 85 OF 1993 AND REGULATIONS ( To be completed before work commence )**

**C: E/7/1 ( Pages )**

**SPECIFICATION FOR WORK ON, OVER, UNDER OR ADJACENT TO RAILWAY LINES AND NEAR HIGH VOLTAGE EQUIPMENT ( 16 Pages )**

**D) CSS 5**

**GENERAL TENDER CONDITIONS – SERVICE ( 10 pages )**

**E ) SUPPLIER CODE OF CONDUCT ( Pages 5 )**

**( Including any complaints by Respondent )**

By signing the RFQ documents, 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 Limited will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise. (THIS INCLUDE ALL ATTACHMENTS A-E)

**SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE :**