



TRANSNET FREIGHT RAIL, a division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

**REQUEST FOR QUOTATION [RFQ] No CRAC-JHB-11446**

**FOR THE PROVISION OF: CHANGE TOILET INTO SHOWERS, AT  
STANDERTON,02AH227J**

**FOR DELIVERY TO : STANDERTON**  
**ISSUE DATE : 02 AUGUST 2013**  
**BRIEFING DATE : 08 AUGUST 2013**  
**VENUE : STANDERTON**

**FOR DIRECTIONS CONTACT: SIBUSISO 082 445 4534**

**CLOSING DATE : 13 AUGUST 2013**

**CLOSING TIME : 10:00**

**OPTION DATE : 12 NOVEMBER 2013**

**PLEASE BRING YOUR SAFETY SHOES, REFLECTIVE VEST AND A VALID  
TENDER DOCUMENT ON THE DAY OF THE BRIEFING OTHERWISE YOU  
WILL NOT BE ALLOWED TO GO TO SITE**

**ON CLOSING DATE PLEASE SUBMIT TWO (2) DOCUMENTS ORIGINAL &  
COPY IN ONE ENVELOPE IT MUST BE INSCRIBED ON THE OUTSIDE WITH  
THE TENDER NUMBER AND THE CLOSING DATE.**

**Section 1****RFQ NUMBER CRAC-JHB-11446  
CHANGE TOILET INTO SHOWERS @STANDERTON****NOTICE TO BIDDERS**

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

**METHOD:** [By hand or courier]

**CLOSING VENUE:** The Secretary, Transnet Freight Rail, Acquisition Council, Tender Box on the Ground floor, Inyanda House 1, 21 Wellington Road, and Parktown.

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**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.

**2.1 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 the following:

- Functionality is included at a pre-qualification stage with a prescribed percentage threshold of 60%
- Proposals will be evaluated on price which will be allocated 80 or 90 points and preference which will be allocated 20 or 10 points, dependent on the value of the Goods or 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.
- The 80/20 preference point system applies where acquisition of the Services will exceed R1 000 000.00
- If the 90/10 preference point system is stipulated and all Bids received are equal to or below 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 **10 [ten] points** in accordance with the **90/10** preference points 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.

### 3 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: Alex Baloyi  
 Telephone: 011 584 0606  
 Email: alex.Baloyi@transnet.net



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

Telephone 011 544 9486

Email [prudence.nkabinde@transnet.net](mailto:prudence.nkabinde@transnet.net)

The briefing session is compulsory and companies not attending **will be overlooked** during the tender awarding process.

**PLEASE BRING YOUR SAFETY SHOES, REFLECTIVE VEST AND A VALID TENDER DOCUMENT ON THE DAY OF THE BRIEFING OTHERWISE YOU WILL NOT BE ALLOWED TO GO TO SITE**

A non-refundable tender fee of R150.00 (inclusive of Vat) is applicable per tender (listed below).

Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch code 004805. The deposit slip must reflect the tender number RFQ CRAC-JHB-11249 and the Company Name. Receipt/s to be presented prior to collection of the tender/s.

#### 4 Tax Clearance

The Respondent's original valid Tax Clearance Certificate must accompany the Quotation. Failure to provide this document with the RFQ submission will 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 Evaluation Criteria

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

#### **Phase 1: Administrative responsiveness - Completeness of response and returnable documents**

#### **Phase 2: Substantive responsiveness – Prequalification criteria (Mandatory)**

- RISK/SAFETY FILE
- LETTER OF GOODSTANDING
- PREVIOUS WORK DONE
- TAX CLEARANCE CERTIFICATE

**Phase 3: COMMERCIAL** (80/0 in respect of price and preference claimed points)

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

**14 Validity Period**

Transnet desires a validity period of 90 [ninety] days from the closing date of this RFQ.  
This RFQ is valid until 12 November 2015.

**15 Banking Details**

BANK: \_\_\_\_\_  
BRANCH NAME / CODE: \_\_\_\_\_  
ACCOUNT HOLDER: \_\_\_\_\_  
ACCOUNT NUMBER: \_\_\_\_\_

**16 Company Registration**

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

**17 Disclosure of Prices Quoted**

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

YES ☐ NO ☐

**18 Returnable Documents**

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

<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.





- 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.***

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:

Returnable Documents	Submitted [Yes or No]
SECTION 2 : Quotation Form	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures / Sub-contractors must submit a separate Tax Clearance Certificate for each party]	

- b) In addition to the requirements of section (a) above, Respondents are further required to submit with their Quotations the following **essential Returnable Documents** as detailed below.

***Failure to provide all these Returnable Documents may result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these documents are returned with their Quotations.***

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

Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
- Valid B-BBEE Verification Certificate [RSA Large Enterprises and QSEs] 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	
- Valid B-BBEE certificate from auditor, accounting officer or SANAS accredited Verification Agency [RSA EMEs] 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	
- 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	
- SECTION 3 : Standard Terms and Conditions of Contract for the Supply of Services to Transnet	
SECTION 4 : Vendor Application Form	
- Original cancelled cheque or bank verification of banking details	
- Certified copies of IDs of shareholder/directors/members [as applicable]	
- Certified copy of Certificate of Incorporation [CM29/CM9 name change]	
- Certified copy of share certificates [CK1/CK2 if C.C.]	
- Entity's letterhead	



Returnable Documents	Submitted [Yes or No]
- Certified copy of VAT Registration Certificate [RSA entities only]	
- Certified copy of valid Company Registration Certificate [if applicable]	
- A signed letter from Respondent's auditor or accountant confirming most recent annual turnover figures	
ANNEXURE A – B-BBEE Preference Points Claim Form	

**NB: FAILURE TO OBSERVE ANY OF THE  
AFOREMENTIONED REQUIREMENTS  
MAY RESULT IN A QUOTATION BEING REJECTED**

"PREVIEW COPY ONLY"





COMPANY INFORMATION

19. STATEMENT OF WORK (S) SUCCESSFULLY CARRIED OUT BY THE TENDERER:

- Tenderers are to advise which other companies have they successfully provided or are currently providing similar services.

Service Description	For whom done	Period	Contact person and Telephone or Cell number

"PREVIEW COPY ONLY"

**SECTION 2**

**RFQ NUMBER CRAC-JHB-11446**

**CHANGE TOILET INTO SHOWERS @ STANDERTON (Information Session)**

**2. RFQ SITE MEETING**

**A COMPULSORY INFORMATION MEETING WILL BE HELD AT THE FOLLOWING VENUE:**

Venue : **STANDERTON**

Time : 11H00

Date : 08 August 1, 2013

The briefing session and site inspection meeting are compulsory and companies not attending **will be overlooked** during the tender awarding process.

**2.1 ATTENDANCE CERTIFICATE**

This is to certify that.....

Representative/s of .....

Has/have today attended the Tender briefing in respect of the proposed:

•

.....  
TRANSNET'S REPRESENTATIVE

.....  
TENDERER'S REPRESENTATIVE

DATE : .....

**3. VERY IMPORTANT**

ANY TENDERER NOT ATTENDING THE INFORMATION MEETING WILL AUTOMATICALLY BE EXCLUDED FROM THE BUSINESS AWARDING PROCESS

**Section 3**

**RFQ NUMBER CRAC-JHB-11446**  
**CHANGE TOILET INTO SHOWERS @ STANDERTON**  
**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 [Section 3 hereof]; 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.

**"PREVIEW COPY ONLY"**



## Price Schedule

I/We quote as follows for the goods required, on a "delivered nominated destination" basis, excluding VAT:

SCHEDULE OF WORK AND PRICES				
	<u>QUANTITY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>AMOUNT</u>
<u>DESCRIPTION</u>	<u>Quantity</u>	<u>Unit</u>		
<b>STANDERTON. PERWAY WELDING CAMP RME. 02AH242 CHANGE TOILETS INTO SHOWERS</b>				
1. Supply and fit new rhino board ceiling. Item include all necessary fitting and materials (Paint ceiling 1coat primer and 2 coats super acrylic PVA.) See detail on Asbestos removal.	19	m <sup>2</sup>		
2. Install 76mm rhino cove cornice complete. All inside corners shall be scraped joints, all exterior corners shall be mitre joints and all joints in straight sections shall be mitre joints. Item include painting	17	m		
3. Wash and Clean walls inside and outside	80	m <sup>2</sup>		
4. Fit new exterior heavy duty door and frame complete with locks and fittings. Item include Paint door and frame 2 cts Dulux River Rock code 6J1-7	2	ea		
5. Remove existing toilet system completely	2	ea		
6. Install kal/wespeco or approved pivot glass and aluminium shower door with obscure/frosted glass. Silicone sealer shall be applied between tiles and aluminium frame before fitting frame and not after frame has been fixed. Item include replacing the existing	2	ea		
7. fit new shower mixer cobra 186-15 under tile	2	ea		
8. Fit new shower rose with swivel type complete with cobra brass chrome plated extension pipe with cover plate	2	ea		
9. Tile shower floors with 50mm x 50mm dark grey mosaic tiles. Tile shall have fall towards outlet. Top of tiles shall be level with the top of outlet trap grid. Fit 2 rows of mosaic tiles as skirting. mix grout with Tylon Tal bond it, not water	1	m <sup>2</sup>		
10. Lay new 1st grade 200 x 200mm white ceramic glazed wall tiles. Use 3mm spacers. Item include walls, reveals, soffits, sills and the top of shower walls. Use white grout. Use only Tylon wb11 adhesive or adhesive approved by project manager	6	m <sup>2</sup>		



11. Remove urinary and Install approved type porcelain wash hand basin, 2 cobra heavy pattern pillar taps with star handle, 2 braided flex connectors, (install basin 800mm high from floor to front top edge of basin) and water and waste connected	2	ea		
12. Fit Slash tile above WHB with 200 x 200mm white glazed wall tiles – dove grey grouting	2	m <sup>2</sup>		
13. Fit mirror above newly installed whb units (1.50 x 0,80m).Mirror to be pre drilled and screwed.	2	ea		
14. Close all leaking water and waste pipes	1	job		
15. Paint widow frame as existing and clean window glass. Item include fixing missing and loose window handles, peg stays & sliding stays	1	job		
16. Lay 1st grade GN553 floor tiles 200x200mm porcelain floor tiles (use 10x6mm notched trowel) joints 5mm wide use only Tylon porcelain tile adhesive or porcelain tile adhesive as approved by project manager. Read attached. Item include a row of 100mm tile skirting	36	m <sup>2</sup>		
17. Fit new exterior heavy duty door and frame complete with locks and fitting. Item include Paint door and frame 2 cts Dulux River Rock code 6J1-7	2	ea		
<b>18. Roof</b>				
19. Replace loose roof screws with 90 mm coach type roof screws for IBR roof sheet with bond in washer. Do not over tighten new roof screws. Any damage to roof sheets shall be repaired or the sheets be replaced by the contractor at his own expense.	30	ea		
20. Prepare roof for painting where existing paint is peeling. Remove all loose paint, sand roof to provide bond for new paint. Clean and rinse roof with clean water and broom. (roof area do not include roof sheet profile)	18	m <sup>2</sup>		
21. Paint roof corr iron / IBR 2 coats, white Dulux roof guard or Plascon nu roof paint. Area is 35 length x12 width (area do not include roof sheet profile) over coat time 4 hours. Roof must be inspected and approved in site book, before painting can commence	18	m <sup>2</sup>		
22. Paint exposed roof timber purlin, paint 1 pink	1	job		



wood primer, 1 coat universal undercoat and 2 coats white Dulux roof guard paint. apply paint only after preparation as per attached specification				
23. Paint exposed roof timber sprockets, 1 coat universal undercoat and 2 coats white Dulux wall guard or Dulux roof guard. Bare wood areas shall be spot primed with wood primer. Apply paint only after preparation as per attached specification.	1	job		
24. Paint fascia and barge board, 2 coats Plascon wall and all paint or with Dulux white roof guard paint (paint only front side) apply paint only after preparation as per attached specification had been done	17	m		
25. Replace precast concrete gulley, top complete with grid. Gulley shall be at least 150mm above ground level, but if building has paving or a concrete apron, the gulley shall be 50mm above paving or concrete. Item include removing and closing up properly old unused gulley.	1	ea		
26. Fit gulley grid complete	1	ea		
27. Replace all damage outside water and waste water pipes	1	job		
28. Remove existing vent pipe and fit new pvc vent with 2 way vent valve. Item include closing open hole from the roof sheet	1	ea		
29. Open all drains and clean waste water pipes around building	1	job		
<b>30. gutters/downpipes</b>				
31. provide and fit new white chromadec gutters complete with brackets incl. 2/ down pipes	10.8	m		
32. place precast concrete rainwater channel	2	ea		
33. Supply and fit asset number to building. Supply white car number plate type and size sign with building asset number on. Number size shall be at lease 75mm wide. Fit next to main entrance of building.	1	ea		
34. Fit standard type plastic 200mm x 200m sign to door to indicate men or woman toilet	2	ea		
35. Keep site clean	1	item		
36. Preliminary and General	1	item		
37. Health and safety obligations	1	item		
38.				
39.				
40.				
41.				
42.				





	<b>GROSS TOTAL R</b>
	<b>14% V.A.T. R</b>
	<b>AMOUNT DUE. R</b>

## GENERAL INFORMATION

Measurements and or quantities do not include off cuts or waste all measurements of material is measure as net fixed. The Contractor can add his own % for off cuts and waste. The contractor is responsible to check all the measurements and quantities as stated before ordering any material. The measurement and quantities are only for tender purposes, To be supplied by the Contractor. The Contractor shall provide all labour, material, transport, consumable stores, plant, equipment, tools, services, materials and ingredients of every description required for the carrying out and completion of the work as per the attached work list and specification and as may be ordered by the project manager

GENERAL: All normal cleaning, preparation includes sanding and wash of items to be painted as specified by the paint manufacturer is included in all the paint items. All scaffolding and use of ladders as necessary is part of all the items. All work shall be done according to the attached specifications. Unless otherwise specified all materials must comply with SANS specifications. Where no applicable SANS Specification exists the materials must be approved by the Transnet Freight Rail project manager.

All material shall be fitted, install or applied as specified by the manufacture. Value Added Tax (VAT) shall be excluded in the schedule of rates and prices. SAFETY: The contractor shall comply with the Occupational Health Safety Act, 1993 (Act 85 of 1993).

## SPECIFICATION

### CEILINGS



**1. Work description: Move cornice back to wall, re fix and seal with acrylic sealer**

Move cornice back to wall, re fix and seal gap between wall and cornice with Acrylic sealer. Apply sealer with caulking gun. Smooth with a wet finger or spatula after application. Leave sealer to dry for at least 24 hours before painting ceiling or walls. Sealer must be applied after walls were washed

**2. Work description: Seal gap between Cornish and wall with acrylic sealer**

Seal gap between wall and cornice with paint able acrylic sealer. Apply sealer with caulking gun. Smooth with a wet finger or spatula after application. Leave sealer to dry for at least 24 hours before painting ceiling or wall (sealer must be applied after ceiling and walls were washed).

**3. Work description: Prepare ceiling area for painting.**

Wash ceiling thoroughly with hot water and sugar soap in order to remove any traces of dust, fat, oil and any other dirt. Preparation of ceilings shall include the driving in of all proud standing nails at rhino or Nutec ceilings or opening of all fine cracks with a sharp object, the filling of cracks and all small holes in ceiling with appropriate filler. The areas under repair must be sanded down to a smooth, even finish. Brush down the surface, removing all loose particles and dust ensuring that the surface is sound. After sanding, wipe ceiling thoroughly with clean damp cloth to remove sanding dust. Let ceiling dry completely before any paint is applied. No sweeping or dusting shall be done after the ceiling has been prepared for painting or while painting is in progress or while paint is still wet.

**4. Work description: Paint ceiling complete with 2 coat super acrylic PVA. Paint work to ceilings includes the cover strips, cornices and the priming of nail heads or screws with universal undercoat for new ceiling sections. Apply two coats acrylic PVA. All surfaces not being painted, such as brickwork, sills, floors, joinery work and the like must be covered up and protected against spotting before any painting is commenced with. No sweeping or dusting shall be done while painting is in progress or while paint is still wet.**

**5. Work when necessary ceiling complete 1 additional coat paint description: Paint new or as specified .Paintwork to ceilings INCLUDE cover strips and cornices and priming of nail heads and screws. No sweeping or dusting shall be done while painting is in progress or while paint is still wet.**

## **WALLS INTERIOR**

**6. Work description: Repair cracks wall 5 TO 8 mm wide Cut away loose plaster with utility knife. Turn knife to make opening wider and more cleanlined. Remove debris while preserving structural integrity of surface around it. Clean away loose plaster and dust; fill with foam filler, cut foam back to 4mm deepet than plaster finish. And then fill al with 2 or 3 layers of Poly cell mend all or similar filler and finish smooth and level with all.**

**7. Work description: Prepare smooth plaster walls for painting. Wash wall thoroughly with hot water and sugar soap in order to remove any traces of dust, fat, oil and any other dirt. Preparation of walls shall include opening all fine cracks with sharp object, the filling of cracks and all holes in wall with the appropriate filler or patching plaster, depending on the size of the**



cracks or holes. The areas under repair must be sanded down to a smooth, even finish. Brush down the surface removing all loose particles and dust ensuring that the surface is sound. Sand paint on walls to provide bond for new paint. Rinse wall thoroughly with clean water. Let wall dry completely before any paint is applied. No sweeping or dusting shall be done after the wall had been prepare for painting, while painting is in progress or while paint is still wet.

**8. Work description: Remove loose paint and treat wall.**

Bonding liquid. Solvent (often turpentine), transports resin into RhinoLite plaster. When solvent evaporates, resin becomes hard stabilising porous/powdery surface. Therefore bonding liquid is preferable for porous/powdery surfaces. Remove all loose flaking paints, including chalking. Where the surfaces were coated with Lime-wash, rub down with a stiff brush removing all the Lime-wash, back to the original plaster. Apply a coat Alcolin Perm Bond or approved bonding liquid according to the manufacturer's specifications. Distempered plaster surfaces must be completely removed and washed down. Do not commence with painting unless the surfaces are properly dry. When the surface is ready for coating, where necessary, apply the appropriate primer. Wipe wall with damp cloth.

**9. Work description: Paint new plaster walls with one coat plaster primer.**

Ensure that all surfaces are clean and dry before painting. Allow new plaster to dry for at least 14 days under dry weather conditions. The areas under repair must be rubbed down to a smooth even finish. Brush down the surface, removing all loose particles of dust and ensure that the surface is sound. Apply one coat plaster primer. Allow plaster primer to dry for 16 hours before over coating with specified paint. Thin 5 parts Plaster Primer with 1 part Plascon Mineral Turpentine (AZH 1). Apply a full coat evenly by brush or roller. Allow to dry overnight. No sweeping or dusting shall be done while painting is in progress or while paint is still wet.

**10. Work description: Paint smooth plaster walls, 2 coats silk paint.**

All paint work shall be done to the specification of the manufacturer. Over coating shall be done as specified by the manufacturer. All surfaces not being painted, such as brickwork, sills, floors, joinery work and the like must be covered up and protected against spotting before any painting is commenced with. No sweeping or dusting shall be done while painting is in progress or while paint is still wet. All items that is more cost effective to remove from wall and to re-fix must be removed to avoid cutting in against items, such as notice boards, towel rails and other such items.

**11. Work description: Paint brick wall 1 coat BRICK DRESSING.**

All paint work shall be done to the specification of the manufacturer. Over coating shall be done as specified by the manufacturer. All surfaces not being painted, such as brickwork, sills, floors, joinery work and the like must be covered up and protected against spotting before any painting is commenced with. No sweeping or dusting shall be done while painting is in progress or while paint is still wet. All items that are more cost effective to remove from wall and to re-fix must be removed to avoid cutting in against items such as notice boards, towel rails and other such items.

**12. Work description: Remove glazed wall tiles.**

Remove old tiles completely with all adhesive and clean surfaces thoroughly, ready for new tiles.

**13. Work description: Lay glazed wall tiles.**



\*before tiling commences, the representative must first approve the surface, in site book. \*all hollow sounding tiles shall be removed and re-fixed. \*use only tylon cm11 or tal professional adhesive or type aproved by project manager. \*never use spot or blob methods. \*never butt joint tiles.

Glazed ceramic wall tile and fittings shall comply with (SABS 22). Tiles should be even in shape and size, free from cracks, twists or blemish and uniform in colour. Tiles shall be fixed in accordance with (SABS 0107). Tiles should be fixed with a cement based adhesive. The adhesive shall be as recommended by the manufacturer of the tiles. Joints shall be level, straight, continuous and with 2mm spacers for tiles up to 250 x 200mm and 3mm for bigger sizes as recommended by the tile manufacturer. Symmetrical arrangements of tiling, with cutting along both sides of panels, to avoid cutting of tiles smaller than 50mm wide, shall be done. Cutting and fitting of tiles against walls and around doorframes etc. must be neat, with a gap between 2 and 5 mm. Tiling is to be returned into reveals of openings, onto window sills, and onto top of screen walls, etc. Do not stack tiles outside, exposed to dust, dirt and rain. Store under cover and not in direct contact with soil.

Use only approved cement based tile adhesive. Follow adhesive manufacturer's instructions. Use notched trowel to apply adhesive 6mm X 6mm notches at 6mm intervals. The BLOB and SPOT method must not be used. Joint widths shall be 3mm. Tiles must be dry before being bedded. Tap tiles level with a rubber mallet. All tiles must make 100% contacts with adhesive; make sure there are no voids. Allow the adhesive to cure for 2 to 3 days before grouting. Use only approved grout. Mix grout with Tylon or Tal Bond-it in shower areas. Fill joints to lower edge of bevel and not level with the top of the tile. The work must be kept very clean during grouting as dried grout is almost impossible to remove from textured tiles. DO NOT USE ACIDS, SPIRITS OF SALTS, AMMONIA, OTHER STRONG CHEMICALS OR STEEL WOOL TO CLEAN TILES.

#### **14. Work description: Fit ceramic tile COVE strip.**

Provide tile cove trim to form neat joint between tiles and sink/bath. Use right size trim for tile. Cut strips into correct lengths allowing neat mitres joint corners. Bed tile edge trim firmly into adhesive allowing adhesive to penetrate the cut out sections. Place tiles on top making sure they are flush with the leading edge of the tile edge trim. Proceed with grouting as recommended by the manufacturer. No piece shall be shorter than 450mm in a long straight section.

#### **WINDOWS INTERIOR**

##### **15. Work description: Paint windowsill.**

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

#### **WINDOWS INT AND EXT**

##### **16. Work description: Replace cracked/broken windowpanes (clear)**

See first item for replacing glass for specification on item

##### **17. Work description: Fix window to close properly before painting**

Remove all thick paint around window opening frame part where it presses against fixed frame, especially on the hinge side of the frames. Where the paint was removed to the bare metal, apply one coat approved metal primer.

##### **18. Work description: Remove rust from window frame**





Remove all thick and scale rust from steel window frame profiles with hand and or mechanical rust cleaning, then Use 60 grid sand paper and steel brush to further remove rust. Wash area clean with clean water and cloth. Let area dry, Spot prime areas with Rust converter FIXIT RUX rust converter or approved equivalent product. Apply a liberal wet film of approved rust converter, let it dry for two hours and apply a further coat. Leave to dry and for reaction with rust to take place, remove any loose powdery deposits (at coats wash again with clean water) before applying top coats as per specifications.

**19. Work description: Paint window frame complete.**

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

**20. Work description: Remove rust from window frame surround**

Remove all thick and scale rust from steel window frame profiles with hand and or mechanical rust cleaning, then Use 60 grid sand paper and steel brush to further remove rust. Wash area clean with clean water and cloth. Let area dry. Spot prime areas with Rust converter FIXIT RUX rust converter or approved equivalent product. Apply a liberal wet film of approved rust converter, let it dry for two hours and apply a further coat. Leave to dry and for reaction with rust to take place, remove any loose powdery deposits (at coats wash again with clean water) before applying top coats as per specifications.

**21. Work description: Paint burglar bars 10 – 12mm diameter round bar.**

Clean from all rust and dirt. Sand burglar bars and wipe off all sanding dust. After cleaning and sanding off rust on metal work those portions so affected shall be treated with an approved rust inhibitor. Paint burglar bars 1 coat universal undercoat and two coats water based Duluxpearglo.

**DOORS/SECURITY GATES**

**22. Work description: Fix lock / door handle / door hinge (plug holes).**

Remove loose lock/handle, plug holes with wood and glue and Re-fit using the right type of screw for type of lock/handle.

**23. Work description: Fit / Replace door handle.**

If type of handle is not specified in fault list explanations: Replace with new handle to match existing defective handle. Fit handle to door with right type and matching metal screw for type of door.

**24. Work description: Replace barrel bolt**

Replace/provide type barrel bolt as specify on fault list. Screws for fixing of barrel bolts shall be of matching metal and finish

**25. Work description: Fit/Replace cabin hook**



Fit all doors swinging outwards with 150mm cabin hook and eye holders as sample 162, the cabin hooks securely screwed to 100 x 100 x 25mm thick hardwood blocks fixed to walls.

**26. Work description: Fit / replace rubber type door stop.**

Fit rubber type door stop to prevent door handle from hitting the wall / wall tiles. Fit/ Replace damaged or missing door stops with new 38mm diameter rubber door stops, each properly fixed to floor with a steel screw, screwed to plug in floor. Fix door stop to floor with 8mm fisher plug and screw not shorter than 40mm.

**27. Work description: Fit / replace HYDRAULIC DOOR CLOSER**

Replace existing defective hydraulic door closer with new. Provide and fit new hydraulic door closer.

**28. Work description: Cut door at bottom to allow for ceramic tiles.**

The clearance between tile floor and door shall be 6mm.

**29. Work description: Cut bottom of flush panel doors and repair door**

Cut 100mm of bottom of flush panel door. Provide new wood section plus minus 40mm x 40mm and fit with wood glue and panel pins in between inner and outer panel and side wood strips to strengthen door again at bottom.

**30. Work description: Fit stain less steel kick plate to door. .**

Provide and fit stainless steel sheet 0.8mm thick. Cut to size 800mm long x 150mm wide. File all edges smooth, drill holes 20mm from top and bottom, counter sunk holes. Start holes 20mm from edge and drill then at +/- 50mm centers. Apply strips of clear silicone 15mm form edge and in centre to sheet. Fix to bottom of door with 5mm diameter x 25mm long counter sunk self-tappers.

**31. Work description: Replace lock Mortise 2 lever.**

Mortise locks and mortise lock furniture shall comply with (SABS 4) and shall have SABS mark on each lock. Each lock shall have two keys and lock shall not have interchangeable keys. Lock and handles must fit precise and shall be straight and parallel to door. Locks and handles shall be fixed with the right type of screw for the type of lock. Mortise locks where specified are to be snugly fitted into the mortise with face plate flush with edge of door. In flush doors the mortise is to be deep enough to accept the lock, but must not penetrate through to the core of the door.

**32. Work description: Fit 2 lever mortise locks with handles to new door.**

Mortise locks and mortise lock furniture shall comply with (SABS 4) and shall have SABS mark on each lock. Each lock shall have two keys and lock shall not have interchangeable keys. Lock and handles must fit precise and shall be straight and parallel to door. Locks and handles shall be fixed with the right type of screw for the type of lock.

**33. Work description: Replace 4 lever rebate mortise lock with handles**

Mortise locks and mortise lock furniture shall comply with (SABS 4) and shall have SABS mark on each lock. Each lock shall have two keys and lock shall not have interchangeable keys. Lock and handles must fit precise and shall be straight and parallel to door.



**34. Work description: Paint door complete, 2 coats.**

Previously painted doors: Wash thoroughly with a suitable detergent to remove all dirt and rinse with clean water. Remove defective paint/varnish and repair all holes and defective places with a suitable wood filler. Remove handle, Sand complete door and wipe off all sanding dust with a damp cloth. Allow to dry and apply one coat universal undercoat and two coat finishing paint as per work list. Let dry re fit handles. New doors to be painted: Remove lock and handles. Sand smooth and wipe sanding dust off with damp cloth. Allow to dry and apply one coat wood primer, one coat universal undercoat and two coats finishing paint as per work list. Allow paint to dry between coats as per specification. Refit the door lock and handle when paint is dry.

**35. Work description: Varnish door complete, 2 coats.**

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

**36. Work description: Paint combination steel and glass door complete**

Clean door and frame from rust and dirt by scraping or by means of steel wire brush. Sand frame complete and wipe off all sanding dust to obtain a perfectly clean surface. Prime all exposed metal surfaces with an approved metal primer. Apply one coat universal undercoat and two coats water-based Dulux or arglo. After painting door shall open and close easily. Door handles shall be removed to paint door, door handles shall be clean and re-fitted. Contractor shall be responsible for any lost door handles

**37. Work description: Security gate spot prime and paint 2 coats.**

Remove all defective paint and rust, sand completely and wipe off all sanding dust with a damp cloth. Spot prime any bare metal areas with Dulux, Plascon or approved anti rust primer. Apply Plascon, Dulux or approved universal undercoat and one coat Plascon, Dulux or approved gloss enamel.

**DOORFRAMES****38. Work description: Fit / replace door catch on frame**

Provide the right type of door catch for the type of doorframe. Position catch that door will close easily but without any play and fix door catch with right type and size screws.

**39. Work description: Cut off bottom rusted part of frame and repair with cement**

Cut rusted part of frame straight off with angle grinder and repair frame with cement. Mix 1part cement and 2 parts sand. Apply cement to frame and finish profiling of frame.

**40. Work description: Paint frame complete 2 coats.**

Previously painted wooden door frame: Wash thoroughly with a suitable detergent to remove all dirt, rinse with clean water. Remove defective paint/varnish and repair all holes and defective places with a suitable wood filler. Sand complete frame and wipe off all sanding dust with a damp cloth. Allow too dry and apply one coat universal and two coat finishing paint as



per work list. Previously painted steel doorframes: Clean door frame from all rust and dirt by means of scraping, steel wire brush or sanding. Sand frame complete and wipe off all sanding dust with damp cloth. Allow too dry. Spot prime all exposed metal surfaces with an approved metal primer. Apply one coat universal undercoat and two coats finishing paint as per work list. New wooden door frames to be painted/varnished: Sand smooth, wipe sanding dust off with damp cloth, allow drying and applying one coat wood primer, one coat universal undercoat and two finishing coats as per work list. As allow paint to dry between coats.

## FLOORS

**41. Work description:** Repair cracks in concrete slab with Dura grout P Dura. Grout P is a ready to use blend of Portland cement and additives that require only water addition to produce a non-shrink grout specifically suitable for pumping. As a result the grout gains strength rapidly whilst maintaining a fluid consistency for pumping into gaps with widths of 10-40 mm.

## SURFACE PREPARATION

All surfaces should be clean and free from any laitance, oil or grease. Concrete surfaces are to be wetted a few hours before grouting, taking care to remove any remaining water immediately prior to grouting. Any defective concrete should be cut back to sound material. Take care to design gaps to ensure a continuous flow of grout through the gap. Other than making provision for the escape of entrapped air, the gap or cavity must be watertight to retain the flowing grout and prevent the suction of water from the grout. A minimum clearance of 10 mm needs to be maintained between bed and base. Smaller clearances should be grouted with one of the epidermix range of epoxy compounds. Ensure that the grout delivery head is of adequate height in order to accommodate the distance the grout must flow. Always pour from one side thus ensuring that the grout fills the void without entrapping air. Base plates must be clean and free of any scale or rust. Grit blasting to SA 21/2 profile is recommended whenever possible.

## MIXING:

All water contents apply to 25 kg pockets of Dura. Grout P. Water quantities must be adjusted to match size of mix. Mixes must always use complete pockets, but more than one pocket may be used or mixed at a time. Mixing of grout may be carried out in a pan mixer, drum mixer or by using a slow-speed electric drill fitted with a suitable paddle. Always use clean water. For flow able consistency use 9-11 liters of water per pocket and for trowel able consistency use 6-8 liters of water. Accurately measure the water into the mixing vessel and whilst slowly adding the Dura. Grout P mix until a homogeneous, lump free mixture is obtained. This should not take longer than 5 minutes. See data sheet 'Preparation of Surfaces' for details.

## PLACING

Mixed grout should be poured into the cavity at one point only to avoid entrapping air. For best results, mixed grout should be poured within 10 minutes of mixing and definitely within 20 minutes. After 20 minutes the grout may not expand. If grout is not placed immediately after mixing, keep the material agitated. Grouting mixture more than 20 minutes old must be discarded. Dura Grout P can be compacted by gentle rodding or punning. It may also be applied by means of standard low-pressure grouting pumps. Do not re-temper the grout should the consistency drop due to time lapse.

## PROTECTION ON COMPLETION



Grout surfaces should be protected from wind or high temperature, which can cause rapid drying. Cover the surface with damp sacks; do not allow the sacks to dry out, alternatively apply any of the Dura Cure curing compounds. See relevant data sheets for details. Temperature and relative humidity Surface, ambient and water temperatures should not be less than +5° C and rising. The ideal temperature range is between 20 and 30 deg C.

**MODEL SPECIFICATIONS**

Use Non-shrink cementitious pumping grout for narrow gaps and ducts. The grout will be Dura Grout P, non-shrink grout applied in accordance with the recommendations of a.b.e. construction chemicals. The grout will have a minimum 7 day Compressive strength of 30 MPa.

**42. Work description: Remove vinyl floor tiles and clean floor**

Remove tiles completely and remove all debris from site.

**43. Work description: Chip 80% and provide key coat on floor for ceramic tiles.**

Chip floor to 80%. Before tiling, clean floor, apply Tylon (Tylon key it mixed with Tylon plaskey) or Tal primer and keying agent for use on smooth surfaces. Mix and apply primer and keying agent as per the manufacture specifications on container on how to mix and apply the key coat)

**44. Work description: Lay first grade ceramic tiles on floor.**

\*before tiling commences, the representative must first approve the surface, in site book. \*all tiles that sound hollow shall be removed and re-fixed. \*\*\*use only tylon porcelain tile adhesive or porcelain tile adhesive as approved by the tfr project manager. \*\*\*never use spot or blob methods. \*\*\*never but joint tiles.

Thoroughly clean surfaces before any tiling commences. Smooth or painted surfaces must be chipped to 80% of area. KEY IT from TAL or TYLON must be applied over whole area. Tiles shall be even in shape and size, free from cracks, twists or blemishes and uniform in colour. The adhesive shall be Tylon adhesive for porcelain tiles. The use of any other type shall only be allowed if approved by the Project manager after adhesive was tested on site. Joints shall be straight,

Continuous with 5mm widths and pointed with waterproofing grout compound from TAL, Tylon or any approved type. Symmetrical arrangement of tiling with cutting along both sides of panels to avoid cutting of tiles smaller than 75mm wide shall be done. Cutting and fitting of tiles against walls and around doorframes, sanitary fittings, etc must be neat, with a gap between 4 and 6mm. Tile shall be level to each other at joints. Replace one broken or cracked floor tile between existing tiles. Use notched trowel to apply adhesive 10mm X 10mm notches at 6mm intervals. The BLOB and SPOT method must not be used. All excess adhesive shall be removed from joints before drying has occurred. Tiles must be dry before being bedded. Tap tiles level with a rubber mallet. All tiles must make 100% contacts with adhesive; make sure there are no voids. Any tile that sounds hollow, if tapped, shall be removed. Allow the adhesive to cure for 2 to 3 days before grouting. Use only approved grout, mix grout with Tylon or Tal Bond-it in areas specified. Fill joints to lower edge of bevel and not level with the top of the tile.



WHEN LAYING PORCELAIN TILES THE KEY COAT MUST BE 100% DRY IF NOT CHEMICAL REACTION BETWEEN KEY COAT AND PORCELAIN TILE ADHESIVE WILL PREVENT ADHESIVE FROM DRYING.

DO NOT USE ACIDS, SPIRITS OF SALTS, AMMONIA, OTHER STRONG CHEMICALS OR STEEL WOOL TO CLEAN TILES.

**45. Work description: Supply and fit heavy duty aluminum L strip at door entrance**

Provide tile edge trim to conceal raw tile edges. Use right size trim for tile. Cut strips into correct length allowing neat mitres joints for corners. Bed tile edge trim firmly into adhesive so that adhesive penetrates the cut out section. Place tiles on top making sure they are flush with the leading edge of the tile edge trim. Proceed with grouting as recommended by the manufacturer. All section shall be one long straight length. No joints of sections shall be allowed

**46. Work description:** Apply silicone sealer in tile joint to allow for expansion or movement at joint. Tiles should be installed providing for adequate movement joints. Movement of expansion joints to be provided for at maximum  $\pm 3$  m centers externally or at  $\pm 4$  m centers internally, in both directions or as per the tile manufacturers instructions. All expansion and movement joints must extend through the adhesive bed and tiles. Apply masking tape to both sides of joints, fill joint with silicone sealer, finish neatly and remove masking tape before silicone starts to set.

**47. Work description: Remove grano skirting.**

Hack off granolithic skirting, clean wall and remove all debris from site.

**48. Work description: Fit ceramic tile skirting with tile edge strip**

Chip skirting area to 80% and apply Tylon or Tal key coat. Mix and apply key coat as recommended by the manufacturer. Cut ceramic tiles  $\pm 80$ mm wide and fix to wall as skirting. Factory finished edges shall face up and the cut sides will face towards the floor. Tiles shall be in straight line and the same specifications for tiling of walls and floors will be applicable.

**49. Work description: Lay ceramic floor tiles on shower floor.**

Grout for shower floor tiles shall be mixed with Tylon or Tal bond it, not with water.

Ceramic mosaic is to be of approved manufacturer and colour as specified. Tile size approximately 50 x 50 x 4 mm thick, fixed to paper in squares about 316 x 316 mm or 330 x 330 mm and Bed to 3:1 cement screed. Finish to a lightly scratched surface in mortar, composed of 1 part white cement to 3 parts of marble dust. After setting, remove paper and flush-up joints with waterproof grout.

TILE SHALL HAVE FALL TOWARDS OUTLET. TOP OF TILE SHALL BE LEVEL WITH TOP OF TRAP GRID. TILES SHALL BE IN STRAIGHT LINES. NO PONDING OF WATER SHALL BE ALLOWED.

**STAIRS INTERIOR**

**50. Work description: Lay first grade ceramic tiles on STAIRS/STEPS**

\*\*\*Before tiling commenced the surface must first be approved by the representative \*\*\*

Clean surfaces thoroughly before any tiling commenced. Smooth or painted surfaces must be chipped to 80% of area and KEY IT from TAL or TYLON must be applied over whole area. Glazed floor tiles shall comply with (SABS 1449). Tiles shall be even in shape and size, free from cracks twist or blemishes and uniform in colour. The adhesive shall be Tylon CM11 tile adhesive the use of any other type shall not be allowed if not approved by project manager. Joints shall be





straight, continuous and with 5mm SPACERS and pointed with waterproof grouting compound from TAL, Tylon or Alcolin. Symmetrical arrangement of tiling with cutting along both sides of panels to avoid cutting of tiles smaller than 75mm wide shall be done. Cutting and fitting of tiles against walls and around doorframes, sanitary fittings, etc. must be neat, with a gap between 4 and 6mm. Replace one broken or cracked floor tile between existing tiles. Do not stack tiles outside exposed to dust, dirt and rain. Store under cover and not in direct contact with soil. Use only approved cement base tile adhesive. Follow adhesive manufacturer's instructions. Use notched trowel to apply adhesive 6 to 10mm thick, the BLOB and SPOT method must not be used. Joints width shall be 5mm. Tiles must be dry before being bedded. Tap tiles level with a rubber mallet. All tiles must make 100% contacts with adhesive; make sure there are no voids. Allow the adhesive to cure for 2 to 3 days before grouting. Use only approved grout, mix grout with Tylon or Tal Bond-it in shower areas. Fill joints to lower edge of bevel and not level with the top of the tile. The work must be kept very clean during grouting as dried grout is almost impossible to remove from textured tiles.

NB: DO NOT USE ACIDS, SPIRITS OF SALTS, AMMONIA, OTHER STRONG CHEMICALS OR STEEL WOOL TO CLEAN TILES.

#### **51. Work description: Stairs ceramic tile skirting**

Chip skirting area to 80% and apply Tylon or Tal key coat. Mix and apply key coat as recommended by the manufacturer Cut ceramic tiles +-80mm wide and fix to wall as skirting. Factory finish edge shall be on top and cut back towards the floor. Tiles shall be in straight line and the same specifications for tiling of walls and floors will be applicable

#### **52. Work description: FIT MARLEY TYPE STEEL HANDRAIL VINYL COVER**

Adhesive In all cases, except handrail, Marley No. 71 Contact Adhesive should be used. It should be spread evenly and quickly with a brush onto both material and working surface. Allow both surfaces to become touch dry – approximately 15 minutes. Place material carefully into position at one end, and then work gradually along its length. When completely positioned, apply firm pressure along whole length to ensure perfect contact between the two adhesive surfaces. JOINTS: Cut off length of handrail required allowing extra for mitres where required. 2. Insert a short length of Masonite which is the same size as the inside dimensions of the handrail e.g. 40mm x 10mm. This will allow the handrail to take its true shape before cutting the mitre Place the handrail into position into a mitre box and cut through both PVC handrail and Masonite strip, using a fine tooth carpenter's saw. 4. When the cuts have been completed use a hammer to knock the Masonite further into the recess of the handrail, approximately 4mm away from the edge which is to be fused. 5. To join the two pieces of handrail you will require a gas burner, a 60mm wide paint scraper and the assistance of a fellow worker. Your assistant should hold the handle of the heated scraper firmly with two hands close to his body with the heated metal part pointing away from him.

STEP 3 - The fitter will stand facing his assistant holding a pre-mitred piece of handrail in each hand. STEP 4 - Press the mitred edges of both pieces simultaneously against either side of the heated scraper and slowly pull both pieces towards you ensuring that they line up perfectly. NOTE: - STEPS 1-2-3-4 must be carried out very quickly before the metal scraper cools. STEP 5 - When the join has been completed in this manner, remove the pieces of Masonite. All joins in Marley handrail are accomplished in the foregoing manner whether the join is 90° or 45°. Fitting a stop-end at the open end of a metal handrail is done in the same way by heating the scraper and sliding between the end of the fitted PVC handrail and a piece of PVC cut from the face of Marley handrail, This piece should be cut oversize and trimmed after it has been fused



to the end of the handrail. Do not forget to allow the PVC handrail at this point to overhang the metal handrail by at least 4mm. After all joins have been fused, the small melted bead that has formed on the face of the handrail can be carefully trimmed off using a Stanley trimming knife. NOTE: After each join has been done clean the scraper thoroughly with sandpaper before doing the next join. To fit the PVC handrail to the metal core rail, gently heat the PVC using a gas burner. When the PVC handrail is soft and pliable, hook one side over and under the metal handrail. Use a 50mm wide bolster or chisel to lever the opposite side over the corresponding side of the metal rail. On completion all mitres and stop ends must be cleaned with handrail solvent. The whole installation should also be wiped clean.

**53. Work description: Paint handrail**

Remove all defective paint, clean, sand completely and wipe off all sanding dust with damp cloth. Apply one coat universal undercoat and 1 coat gloss enamel

**CUPBOARDS / TABLE****54. Work description: Supply and fit/replace purpose made Supa Wood melamine sink cabinet.**

Cupboard shall be manufactured from supa wood with white melamine throughout, with high impact PVC edging. Cupboard to have 2 doors, 1 shelf and a water-resistant base plinth. The Cupboard must have a White Masonite back. Door edges to be neatly rounded router finished and sealed with sanding sealer. Each door to be fitted with 2 each insert hinges, roller catches and standard chrome plated type handles with 2 screws per handle. Top oak post form with bull nose on front side. Post from top to be cut drop inn sink. All joints to be join with dowels or biscuit and glued with adhesive for melamine or method approved by project manager. Chipped or damaged cupboards will not be approved.

**PLUMBING INTERIOR****55. Work description: Install/replace wash hand basin, 2 taps, connector, outlet and rubber trap.**

Wash hand basins white porcelain/glazed ceramic and shall comply with (SABS 497). Pillar taps shall be chromium plated brass and of heavy pattern Cobra brand and shall comply with (SABS 226). Taps for hot water shall be marked with red coloured plastic inserts and fixed on the left hand side of all basins, sinks, showers, etc. Taps for cold water with green/blue plastic inserts on the right hand side. Waste outlet shall be chromium plated brass with plug, chain and of Cobra brand and shall comply with (SABS 226). Rubber trap shall comply with (SABS 1321). Installation of basin, taps, waste outlet and trap shall be done in accordance with the relevant manufacturer's instructions. Basin shall be fixed with silicone layer between basin and wall. Basin shall be level and shall be 800mm from finished floor level to top front section of basin if no pedestal basin is specified.

**56. Work description: Install Wall mounted porcelain bowl urinal with flash master valve complete.**

Wall mounted urinals shall be of white glazed fire clay or vitreous china type, each approximately 700 x 380 mm in overall size, with back flush entry and secured to wall with not less than two concealed hanger brackets. The urinals shall each be fitted with 38 mm diameter chromium plated domical grating, approved urinal flushing valve complete with push button assembly, spreader and all other necessary chromium plated fittings. Fit each urinal outlet with a white, PVC trap, or brass chromium plated bottle trap.





**57. Work description: Install angle valve for cistern include connector**

Install Cobra brand angle valve with chrome plated or braided flex connector, any other brand make shall first be approved by project manager

**58. Work description: Install / replace 11 LITER cistern complete**

Installation of the cistern shall be done in accordance with the relevant manufacturer's instructions. Use approved porcelain low level cistern that complying with the requirements of SABS Specification 821, and complying with the requirements of SABS Specification

**59. Low level cisterns shall be of the valve less siphon type or of the flushing valve type,** each with body and removable cover – NB: Flush pipes to flushing cisterns shall have an internal diameter of not less than 34 mm

**60. Work description: Fit / replace toilet seat.**

The pan shall be fitted with approved solid plastic double flap seats having closed fronts of size and shape, required to fit the pan. Fix attached to pan with non-ferrous metal fixing bolts or plastic bolts.

**61. Work description: Replace shower outlet, trap and waste pipe complete**

Provide and set in the concrete filling 50mm diameter brass shower trap with brass chromium-plated grating. Grating shall be level with tile finish. From trap take 50mm diameter PVC waste pipe through wall to outside, fit inspection bend and continue down and along walls as required and connect to inlet on gully head or direct to sewer.

**62. Work description: Replace shower taps.**

Taps shall be in line and shall be level. Taps for hot water shall be marked with red coloured Plastic inserts and fixed on the left hand side of all basins, sinks, showers, etc. and taps for cold water with green/blue plastic inserts on the right hand side.

**63 Work description: Fit / Replace shower rose**

Provide and fix in each shower cubicle an approved 50mm diameter brass chromium-plated shower rose connected with short length of 15mm diameter chromium-plated pipe taken down on wall to height required and connect to 15mm brass chromium-plated stop cock to cold water supply.

**64. Work description: Install shower door (pivot)**

Supply and install pivot shower door from KalAluminium or Wespeco or type approved by project manager. Install according to the manufacture's specifications.

**64. Work description: Fit / Replace shower rose**

Provide and fix in each shower cubicle an approved 50mm diameter brass chromium-plated shower rose connected with short length of 15mm diameter chromium-plated pipe taken down on wall to height required and connect to 15mm brass chromium-plated stop cock to cold water supply.

**65. Work description: Fit / replace sink taps 15mm.**



Replace sink tap with Cobra heavy duty chrome plated star bib tap and chrome plated brass extension pipe. Taps for hot water shall be marked with red coloured plastic inserts and fixed on the left hand side of all basins, sinks, showers, etc. Fit taps for cold water with green/blue plastic inserts on the right hand sides

**66. Work description: Install / replace sink double bowl**

Stainless steel sinks with draining boards for domestic use shall comply with the requirements of SABS Specification 242, and shall be constructed of Type 304 stainless steel with exposed surfaces having satin finish. All provided with splash backs, tiling keys at back and at ends where against walls. The stainless steel for bowls and draining boards having an overall length not exceeding 1,52m shall be 0,9 mm thick, but for draining boards having an overall length exceeding 1,52m shall be 1,25 mm thick. \*\*Overlay sink shall be with brackets on bottom, no fixing on front or exposed sides shall be allowed. \*\*Drop in sinks fitted to post form tops shall be sealed with mould resistant silicone sealer and sealer shall be applied between sink and post form top, it shall not be applied only around sink after sink had been fitted in position.

**67. Work description: Install Zip hydro boil complete**

**68. Work description: Install / replace water pipes 15mm copper pipes**

Copper pipes for domestic water services in all cases shall comply with the requirements of SABS Specification 460 Class 2 and 3. For applications below ground only Class 2 or 3 shall be used. Pipe work shall be of Class 2 or 3. Provision must be made for union couplings in strategic places. No exposed surface mounted piping will be permitted on wall surfaces except where it is avoidable and provided it is not unsightly, all to the approval of the Manager. A proper inclination shall be maintained in fixing pipes so that no air can be lodged in them. All pipe work to be installed in compliance with manufacturer's specification and SABS 0252 code of practice. Provision must be made for thermal expansion and the proper anchoring thereof. All pipe runs should be flushed, fastened and pressure tested, prior to the application of any terminal fittings.

**69. Work description: Remove all unnecessary pipes, taps and fittings**

**70. Work description: Install Replace waste pipe**

Work description: Install or Replace waste pipe with holder bats complete. Replace hand washbasin waste pipe with 40mm or 50mm and all other with 50mm uPVC waste and vent pipes and fittings as per (SABS 791) According to National Building Regulations (SABS 0400-1990).

**PAINT PIPES/STEEL/MISCELLANEOUS**

**71. Work description: Paint pipes against wall 15 to 120mm dia.**

Remove all defective paint, clean pipes, sand completely and wipe off all sanding dust with damp cloth. Apply one coat universal undercoat and 1 coat gloss enamel.

**72. Work description: Shower seat, Varnish and or paint complete 2 coats**

Previously varnished areas: Wash thoroughly with a suitable detergent to remove all dirt and rinse with clean water. Remove defective varnish and repair all holes and defective places with a suitable wood filler. Sand complete and wipe off all sanding dust with a damp cloth. Allow too dry and apply two coats of varnish to varnish areas or paint under coat and gloss enamel to painted areas

**FIT/REPLACE ITEMS/ FURNITURE****73. Work description: Fit/Replace mirror.**

Mirrors shall comply with the requirements of SABS Specification 1236, Class A. Unframed mirrors shall have polished edges (Bevelled edges are not permitted). Provide mirrors where shown or mentioned, size as specified in work list, side shall be rounded and polished edge silvered plate glass. Each mirror to be drilled four (4) times and countersunk screwed to plugs in wall with 38 mm long screws, fitted with domed chromium-plated cups. Provide at each fixing point a felt washer between wall and mirror or if specified on work list with mirror adhesive.

**74. Work description: Fit/Replace toilet paper holder/dispenser.**

Replace/provide with type specified on work list. Chromium-plated toilet roll holders or Whitepowder coated toilet paper dispenser holding 2 or 3 rolls.

**75. Work description: Replace single 150mm x 150mm ceramic soap dish.**

Remove existing cracked or damaged soap receptacles, including cement mortar. Thoroughly clean out and wet hole. Provide and fit in cement mortar a new approved white or colour glazed earthenware soap receptacle with tongued lip. Soap receptacles are to be thoroughly wetted in water prior to fixing, and neatly finished off with neat white cement grout.

**76. Work description: Fit/Replace towel rail**

Provide chrome plated towel rail and brackets. Towel rail shall be 1m long and fix with fisher plugs and at least 35mm long countersunk self-tapping screws. REFIX TOWEL RAILS: Remove loose towel rails from wall. Drill out the existing wall plugs and replace with new patent plastic or hardwood wall plugs. Refit towel rails with 38mm long chromium-plated round-headed screws, securely screwed to plugs in wall.

**77. Work description: Fit/Replace hat and coat hooks.**

Provide and fix in the position indicated or directed, 100 x 22mm thick oiled and polished hardwood rails with chamfered edges, screwed to plugs in walls and provide hat and coat hooks as sample No. 1/3, at approximately 200mm centres, securely screwed to hardwood rails. Replace missing hooks with new hat and coat hooks to match existing type.

**78. Work description: Fit sign to indicate woman or men toilet****79. Work description: Provide and fit cover pipes service cavity**

Provide all necessary material, cut supa wood to size, up to 330mm wide, paint supa wood board complete all sides with key coat as per manufacturer specification, tile with specified tiles and use flex adhesive, fit to service cavity, finish front, side and back edges with at least 40mm x 40mm aluminum angle and fix trough aluminum angle with plugs and self-taper screws to walls.

**ROOF****80. Work description: Replace roof screw with coach type roof screw for IBR sheets.**

Replace all loose screws with 90mm coach screws for IBR roof sheets. The coach screws shall be screwed into the wood purlin, using either a hand-operated speed wrench or an electrical nut runner. The screws must be screwed into the purline at an angle of 90 degree to the profile of the roofing sheet. THE SCREW MUST NOT BE HAMMERED INTO THE PURLINE. Use bond it roof washer with coach screws. CARE MUST BE TAKEN NOT TO DAMAGE ROOF SHEETS. DO NOT OVER TIGHTEN NEW ROOF SCREWS. N.B. Any damage to roof sheets shall be repaired or replaced by the contractor at his own expense.

**81. Work description: Repair hole in roof covering**

Repair hole up to 100mm diameter in corrugated iron roof to satisfaction of project manager with membrane and laycryn liquid water proofing.

**82. Work description: Clean roof, peeling paint.**

Remove all loose paint from roof to galvanized coating. Galvanized coating must not be removed or damaged. Rinse thoroughly with fresh water. Use new, clean broom, sweep roof covering and allow roof to dry before applying the spot primer to rusted areas.

N.B. Any damage to roofing covering shall be repaired or replaced by the contractor at his own expense.

**83. Work description: Paint roof.**

The Project manager must first approve roof after cleaning, before the first coat is applied and must first approve the first coat before the second coat can be applied. Roof shall be 100% clean before the roof paint is applied. All the rusted areas shall be spot primed, and the primer shall be dry before the first coat of Dulux roof guard or Plascon roof paint is applied. The roof paint shall be applied by brush, the use of roller or broom is not permitted. The paint shall be applied according to the manufacturer's specifications and over coat times. EVEN IF THE PROJECT MANAGER DID APPROVE THE ROOF TO BE PAINTED AFTER THE ROOF HAD BEEN CLEANED, THE CONTRACTOR WILL STILL BE RESPONSIBLE IF THE PAINT PEEL DURING THE RETENTION OR GUARANTEE PERIOD, AS THE CONTRACTOR SHALL PREPARE WORK AND APPLY THE PAINT ACCORDING TO THE MANUFACTURE'S SPECIFICATIONS.

**84. Work description: Paint exposes roof timber purlin.**

Item include cleaning by washing off all dirt. Remove all loose, chalky, flaking, peeling paint from wood, sand and wipe off sanding dust with damp cloth and leave to dry before applying paint.

**85. Work description: Paint expose roof timber sprockets.**

Item include cleaning by washing off all dirt. Remove all loose, chalky, flaking, peeling paint from wood, sand and wipe off sanding dust with damp cloth and leave to dry before applying paint.

**FACIA/BARGE BOARDS****86. Work description: Fix loose fascia/barge boards****87. Work description: Replace fascia board partly**

Neatly cut fascia as required, take down and remove from site. Provide and fix new fascia boards to match existing.

**88. Work description: Facia / Barge boards remove loose flaking paint and treat**

Chalked or powdery surface must be thoroughly brushed and washed down. All loose and flaking paint must be removed. It is essential to prepare the surface prior to applying the sealer. The surface must be dry before applying the sealer. Apply a single coat bonding liquid/sealer.

**89. Work description: Paint Barge board steel / Cement fibre two coats**





**STEEL FASCIA BOARDS:** Clean from rust and dirt by scraping or by means of steel wire brush, sand completely and wipe off all sanding dust to obtain perfectly clean surface. Spot prime all exposed metal surface with an approved metal primer and apply two coats Plascon wall and all paint of Dulux wall guard paint.

**CEMENT FIBRE BARGE BOARDS WITH PAINT IN GOOD CONDITION:** Clean from all dust and dirt with approved detergent and rinse with clean water. Remove all defective paint, sand completely wipe off all sanding dust with a damp cloth, spot prime all nail and screw heads and apply two coats Plascon wall and all paint of Dulux wall guard paint or approved paint for cement fibre products.

**CEMENT FIBRE BARGE BOARDS WITH PAINT IN BAD CONDITION:** Remove all paint coatings back to bare surface. sand down to a smooth surface, spot prime nail and screw heads with universal undercoat and paint surfaces two coats Plascon wall and all or with two coats Dulux wall guard paint.

**NEW CEMENT FIBRE BARGE BOARDS NEW**

Clean, spot prime nail and screw heads with universal undercoat and paint surfaces two Coats Plascon wall and all or with two coats Dulux wall guard paint.

#### **GUTTERS/DOWNPIPES**

**90. Work description:** Fit chromadek seamless gutters inland and aluminium down pipes coastal area complete

**91 Work descriptions:** Paint gutters outside complete

Previously painted gutters: Remove all defective paint, sand gutter complete and clean surface from all dust and dirt. Apply one coat universal undercoat and one coat of gloss enamel.

**92. Work description:** Fit chromadek inland and aluminium down pipes coastal area complete

**93. Work description:** Remove peeling paint from down pipes.

**94. Work description:** Paint down pipe complete

Previously painted Down pipes: Remove all defective paint, sand down pipe completely and clean from dust and dirt. Apply one coat universal undercoat and one coat of gloss enamel.

**95. Work description:** Supply and install/replace concrete rainwater channel

Provide/replace concrete rainwater channel. Concrete shall be of good quality, without cracks.

#### **WALLS EXTERIOR**

**96. Work description:** Repair cracks wall 5 TO 8 mm wide

Cut away loose plaster with utility knife. Turn knife to make opening wider and more cleanlined. Remove debris while preserving structural integrity of surface around it. Clean away loose plaster and dust, fill with foam filler, CUT FOAM BACK TO 4mm DEEPER THAN PLASTER FINISH. And then fill all with 2 or 3 layers of Poly cell mend all or similar filler and Finish level with wall.

**97. Work description:** Supply and fit asset number to building.

Supply white car number plate type and size sign with building asset number on. Number Size shall be at least 75mm wide. Fit next to main entrance of building.

**98 Work description:** Replace loose plaster.

Remove all loose plaster to a square or rectangular shape, clean surface and wet thoroughly directly before plastering commences. Concrete surfaces shall be sloshed with a mixture of one part of cement and one part of coarse sand. Cement plaster should be composed of one



part of cement and five parts of plaster sand. Plaster finish must be flush with adjacent plaster and match existing plaster work with regard to the texture and finish.

**99 Work descriptions: Remove loose paint and treat wall.**

Chalked or powdery surface must be thoroughly brushed and washed down. Clean wall with high water pressure jet cleaning machine. All loose and flaking paint must be removed. It is essential to prepare the surface prior to applying the sealer. The surface must be dry before applying the sealer. Apply a single coat bonding liquid/sealer.

**100. Work description: Paint plaster wood float finish.**

All paint work shall be done to the specification of the manufacturer. Over coating time shall be allowed as specified by the manufacturer. All surfaces not being painted, such as brickwork, sills, floors and the like, must be covered up and protected against spotting before any painting commences. No sweeping or dusting shall be allowed while painting is in progress or while paint is still wet. All items that are more cost effective to remove from wall and to re-fixed, must be removed to avoid cutting in against items, such as notice boards and other items. Dry film thickness to be 90µm per coat.

**WINDOWS EXTERIOR**

**101. Work description: Replace front putty.**

Replace all loose and cracked putty, clean frames and apply one coat steel primer to steel window frame. Apply new front putty to neat and straight finish.

**102. Work description: Paint front putty and steel glazing bar two coats.**

Paint new putty only after 7 days. Clean with brush and paint universal undercoat and 2 finish coats

**103. Work description: Remove rust from window frame and paint area primer**

Remove all thick and scale rust from steel window frame profiles with hand and or mechanical rust cleaning, then Use 60 grid sand paper and steel brush to further remove rust. Wash area clean with clean water and cloth. Let area dry, Spot prime areas with Rust converter FIXIT RUX rust converter or approved equivalent product. Apply a liberal wet film of approved rust converter, let it dry for two hours and apply a further coat. Leave to dry and for reaction with rust to take place, remove any loose powdery deposits (at coats wash again with clean water) before applying top coats as per specifications.

**104. Work description: Replace windowsill**

Lay damp-proof course Fiber cement window sills shall be 15mm thick, of pressed fiber cement and approved manufacture. Fiber cement window sills shall be fitted with screwed on fixing lugs and bedded in 3:1 cement mortar. Face brick window sills. New face bricks shall be used and shall be built in with 4:1 cement mortar, with joints between face bricks to be pointed. Plastered window sills shall be formed to match existing plastered window sills. New common bricks shall be used and built in with 4:1 cement mortar. Plaster windows sills with 4:1 cement plaster; finish off smoothly with angles slightly rounded

**105. Work description: Paint window sills.**





Remove all loose and defective paint; remove all polish with turps or thinners. Sand windowsills completely, wipe sill clean with damp cloth to remove all sanding dust. Apply two coats Plascon or Dulux floor/stoop paint.

**PLUMBING EXTERIOR****106. Work description: Install/replace pre-cast concrete gully top.**

Pre-cast concrete gully top shall be 150mm above ground level or 50mm above permanent paving or concrete apron. The pre-cast concrete gully shall be finished off against wall and concrete-/paving apron.

**107. Work description: Fit/replace gulley grid**

Provide plastic type gully grid and fix with silicone to gully top.

**108. Work description: Lay above ground sewer pipes**

Only registered plumbers and drain layers shall be employed on any plumbing and drainage work. Drains shall be accurately laid to lines and gradients shown on the drainage drawings as approved by the local authority. All drains shall be tested and passed in accordance with the National Building Regulations and the deemed-to-satisfy rules of part of SABS 0400, before the property may be occupied and the drains put into use. Barrels of pipes shall rest on solid ground

**109. Work description: Pipe laying**

Provide and connect to the connection previously specified, water supply piping of type and diameter as shown on the drawing or as directed, and lay under-ground to the lines shown or as been directed. Type and diameter of piping: 22mm poly cop at various points where worn, inset T-pieces for branches and lay similar piping to the various points as shown and leave ready for internal connections. Provide all the necessary tees, bends, etc. and do all the necessary cutting and jointing of piping as required. Black polyethylene and poly cop piping: Black polyethylene and poly cop piping and pipe fittings for use in cold water services shall comply with the requirements of SABS 533 "Black polyethylene and poly cop pipes for cold water services" and be of the type specified in the Particular Specification Bills of Quantities. Joints shall be made with fittings complying with the above standard specification and in accordance with Code of Practice SABS 0112 "The installation of polyethylene and plasticized polyvinyl chloride pipes".

**110. Work description: Fit brass garden tap****111. Work description: Install/replace stopcock**

Stop cock shall be cobra heavy duty brass stopcock valve

**PAINT PIPES/STEEL****112. Work description: Paint pipes against wall 15 to 120mm DIA**

Remove all loose and defective paint, sand and wipe off all sanding dust with damp cloth. Apply 1 coat universal undercoat and 1 coat of gloss enamel paint.

**113. Work description: Paint pipes against wall 15 to 120mm DIA.**

Remove all loose and defective paint, sand and wipe off all sanding dust with damp cloth. Apply 1 coat universal undercoat and 2 coats Duluxpearglo paint

**114. Preliminary and general**

P and G shall include all cost not directly relate to a specific item on the schedule of Prices and rates. All items not specifically mentioned in the Schedule of Rates and prices and form part of



contractor's requirements such as cost of stationery, as well as establishment of workers on site and removal of site establishment, it will also include the handing over of the site to the Contractor and the handing back of the site after completion of work.

#### 115. Health and safety

Work description: Lay clay paving bricks. Item include levelling of ground

PAVING BRICKS: to be Corro Brick clay pavers. RESTRAINING EDGES: These are to be rectangular pavers and laid on a 50mm mortar bed ( 6sand, 1 cement) at right angles to the paving.

BEDDING SAND: Sand for bedding shall be free from solids and substances that may be deleterious to blocks. JOINTING SAND: Sand shall be free of any solids and fine enough to

penetrate joints. PLANT: A Mechanical Plate Vibrator is to be used to bed the blocks and

vibrate the jointing sand into the joints. GENERAL: Blocks are to be laid in accordance with the Paving Block manual as supplied by The Concrete Masonry Association. Correctly graded sand

to be used for bedding and jointing. Blocks are to be lightly compacted before jointing sand is applied. Excess jointing sand to be swept away and removed. Any area showing signs of "sagging" or "kicking" will be re-laid. No "ponding" will be allowed. All manhole tops are to be relocated so as to be level with the block surface. Pavers used are to be free of any defects, cracks or breakages. Paving to be provided with a 50mm cross fall taken from centre line of road to edge. The contractor will be responsible to remove all rubble and excess material from site. Site to be left clean and tidy.

#### **RISK ASSESSMENT AND SAFETY INDUCTION**

Cost for the risk assessment must include a full identification of the risks before the work starts and the necessary equipment, appropriate precautions and systems of work must be provided and Implemented. Cost for the risk assessment and safety include complete compliance with the current Occupational Health Safety Act

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

#### **Detail: Asbestos removal.**

Asbestos will be removed in compliance with safety regulations.

With reference to the Occupational health and safety Act 85 of 1993, Asbestos regulations, the following:

Section 3 – Notification to Asbestos work:

No employer or self – employed person shall carry out any asbestos work unless he or she notified the Provincial Director (Department of labour) in writing.

Thereof prior to commencement of such work

Section 4 – Exposure to Asbestos:

Subjected to regulation 17(1), no employer or self-employed person shall require or permit any person to work in an environment in which he or she would be exposed to asbestos in excess of the prescribed occupational exposure limit (OEL)

Section 5 – Information and Training:

An employer shall, before any employee is exposed to asbestos dust, ensure that the employee is adequately and comprehensively informed and trained.



Section 7 – Assessment of potential exposure:

An employer or self – employed person shall cause-

His or her undertaking to be assessed within six months after commencement of these regulations, and thereafter at intervals not exceeding two years, to determine if any person may exposed to asbestos.

Please refer to section 7(3) for requirements of the assessment.

Section 9 – Medical surveillance:

An employer shall ensure that an employee is under the medical surveillance of an Occupational Medical Practitioner if-

An employee is exposed to likely to be exposed to asbestos dust exceeding the occupational exposure limit (OEL of 0, 2) for asbestos.

Section 12- Cleanliness of premises and plant:

Every employer or self – employee shall take steps to ensure that-

Workplaces are maintained in a clean and free of asbestos waste and cleaning is carried out by vacuum - cleaning.

The relevant surfaces must be damped with water before cleaning is undertaken.

Section 17 – Personal protection equipment and facilities:

An employer or self – employed person shall provide-

All persons exposed to asbestos at workplace with suitable protective clothing and :

With suitable respiratory protective equipment (P2 or FFP2S for asbestos containing dust)

The relevant equipment is correctly and properly used:

Information, instruction, training and supervision that is necessary with regard to the use of the equipment.

Provide separate containers or storage facilities for personal protective equipment (PPE) and when not used, is stored only in the place provided.

NB: Section 20 and 21 – Disposal of asbestos and demolition:

A person who is a registered asbestos contractor must carry out work:

A plan of work is submitted for approval at least 30 days prior to the commencement of the work,

To an Approved Asbestos inspection Authority (AIA).

The plan to be approved and signed by AIA to commencement of such demolition work.

A copy of the approved plan to be submitted to the Provincial Director (Dept of labour) at least 14 days prior to commencement of such demolition work.

\* Any person who contravenes or fails to comply with any Regulations shall be guilty of an offence.

Copies of all **disposal certificates** to be submitted to the contract manager.(No disposal certificate – no payment)

A **safety file** with all relevant documentation as well as **site diary** and site **instruction book** to be at all times on site.



# INFRASTRUCTURE PROPERTY TECHNICAL

## 8.1 SPECIFICATION

**PROJECT SPECIFICATION FOR THE SUPPLY, INSTALLATION AND COMMISSIONING  
OF GENERAL ELECTRICAL WORKS TO BE INSTALLED AT STANDERTON PERWAY  
WELDING CAMP (RME),  
Asset no – 02 AH 242**

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**SCHEDULE OF WORK AND PRICES**

**APPENDIX 1**

**1.0 SCOPE**

1. This appendix together with accompanying appendix 2 and 3 calls for the supply, installation and commissioning of air conditioners and electrical works which shall in all respects comply to SANS 10142-12.

**2.0 GLOSARY OF TERMS**

- 2.1 MOS Act means the Machinery and Occupational Safety Act (Act 6 of 1983)
- 2.2 OHS Act means the Occupational Health and Safety Act (Act 85 of 1993)
- 2.3 SANS means the South African National Standards.
- 2.4 SANS 10142-1 means the code of practice for wiring of premises, part 1: Low voltage installations, edition 1.01 of 2003.
- 2.5 SANS 10114-1 means the interior lighting regulation, part 1: Artificial lighting of interiors, edition 2.01 of 1998

**3.0 INFORMATION REQUIRED FROM TENDERERS.**

- 3.1 Descriptive pamphlets and brochures of equipment offered.
- 3.2 An electrical certificate of compliance for work performed.
- 3.3 All electrical material offered shall be SABS approved.
- 3.4 All information requested in appendix 3 accompanying this schedule.
- 3.5 Failure to submit the above information may preclude a tender from consideration.

**4.0 REFERENCES.**

The following publications (latest edition) are referred to herein and used to compile this specification:-

- 4.1 **Occupational Health and Safety Act.**  
8.4 Act 85 of 1993 - OHS Act
- 4.2 Act 6 of 1983 - MOS Act





4.3 **South African Bureau of Standards:-**  
8.5 SANS 10142-12

4.4 **South African Bureau of Standards:-**  
SANS 10114-12

**5.0 INSTALLATION.**

5.8 Unless otherwise stated in appendix 2, the contractor shall be responsible to restore all wall and floor waterproofing were overturned during construction.

**6.0 CIVIL WORK**

6.1 Openings in the walls, floors, roofs etc for the air-conditioning equipment will be for the responsibility of the contractor

6.2 The contractor shall ensure that all openings are made weatherproof and that the paintwork be restored to the original colour.

6.3 The contractor will be responsible to seal off and weatherproof all openings where old equipment has been removed.

**7.0 ELECTRICAL WORK**

7.1 Electrical/control cables exposed within occupied spaces shall be concealed in a suitable duct such as "Egaduct" or similar and on the outside of the building in a suitable PVC or Steel Metal duct.

7.2 Electrical/control cables shall be properly secured to ceilings, walls, floors, etc. by means of saddles /polly saddles /cable clips or suitable trunking and shall be protected against any form of mechanical damage.

7.3 Suitable cable glands shall be used to all electrical and control cables, enter/exit the unit and or switch boxes.

7.4 Unless otherwise stated in appendix 2, the contractor shall provide openings in the walls, roofs or floors for pipes and cables as well as making good thereafter.

7.5 Unless otherwise stated in appendix 2, others will provide an electrical supply.  
Full details at the time of tendering.

7.6 All electrical work shall comply to SANS 10142-1.

7.7 The contractor shall, when working on distribution boards label all new circuits



as well as any circuits that have been altered or added during the electrical works'

7.8 Where electrical control cables between the indoor and condensing units are exposed, these cables shall be concealed in egaduct or similar or fastened on to galvanised cable racking. The colour of the respective ducts shall match the colour of the wall it is mounted on.

7.9 The contractor shall, when making terminations of any kind, do so in suitable termination boxes, junction boxes or equivalent so that during maintenance Or repair work, all connections can be accessed.

## 8.0 ELECTRICITY SUPPLY SYSTEM

8.1 The electricity supply system will be three phase, 4 wire, 50Hz alternating current with earthed neutral, at a nominal voltage of 380/220v.

8.2 The voltage may vary within the ranges of 954 percent to 105 percent of the Nominal and equipment offered shall be suitable form successful operation at Any voltage within these ranges

8.3 The contractor shall separate circuits for lighting, socket outlets etc, so as to be able to balance loads over the phases.

## 9.0 SERVICE CONDITIONS

9.1 The equipment shall be designed and rated for continuous operation under the following conditions :-

Altitude	:0 to 1800 meters above sea level
Ambient temperature	:-5degrees to + 40 degrees Celsius (daily Average of +35degrees Celsius)
Humidity	:As high as 86 percent.

## 10.0 TENDERING PROCEDURE

10.1 Tenderers shall indicate clause by clause compliance with the specification. This shall take the form of a separate document listing all the specifications clause numbers indicating the individual statement of compliance or non-compliance. Tenderers to elaborate on their response to a clause can use this document.

10.2 The tenderer shall motivate a statement of non-compliance.

10.3 Equipment type test certificates as specified shall be submitted with the tender. These shall be in English or a certified translation.



10.4 Tenderers shall submit descriptive literature consisting of detailed technical

Specifications, general construction details and principal dimensions, together with clear illustrations of the equipment offered.

10.5 The tender shall provide a breakdown in prices stating the tender price and work to be done for each major portion of the of the contract.

## **11.0 TESTS**

11.1 The contractor shall be responsible for carrying out all functional tests after installation of units.

11.2 The contractor shall arrange with the Manager or his representative to be present to witness the on site tests on the system.

## **12.0 COMMISSIONING OF EQUIPMENT**

12.1 Commissioning of equipment will only take place after all defects have been rectified to the satisfaction of the Manager.

12.2 On completion of commissioning the contractor will hand the equipment over to the Manager or his representative together with an Electrical Certificate of Compliance with SANS 10142-1.

## **13.0 GUARANTEE**

13.1 All equipment shall be guaranteed against faulty workmanship and/or material for a period of 12 months after acceptance of the installation, The contractor shall be required to perform x3 minor services and x1 major service on the air-conditioning equipment during this period.

## **14.0 MAINTENANCE SCHEDULE**

14.1 Contractors must submit with their tenders, a maintenance schedule as per the

Manufacturer's recommendation for the specific product supplied. The schedule

Will include the cleaning (taking into the account the operational environment of the premises) and the replacement cycle of the given device.

## **APPENDIX 2**



## PROJECT SPECIFICATION

### 1.0 SCOPE

- 1.1 This specification calls for the supply, installation and commissioning of general electrical works to be completed at Standerton Perway Welding Camp, Asset no - 02 AH 242

### 2.0 DRAWINGS AND HEATLOAD CALCULATION

- 2.1 The attached sketches indicate the floor plan layout and ceiling layout.

### 3.0 AIR CONDITIONING UNITS

None

### 4.0 ELECTRICAL REQUIREMENTS

#### 4.1 02 AH 243

The contractor is required to: -

- 4.1.1 Rewire the entire building.

#### Distribution Board

The contractor is required to: -

- 4.2.1 Supply and install a flush mount 40cm x40cm distribution board, the distribution board shall contain the following "CBI" switches.

- a) 60 amp main Isolator circuit breaker.
- b) 60 amp Earth leakage with no overload protection.
- c) 20 amp circuit breaker isolator for geyser.
- d) 20 amp circuit breaker x3 for socket outlets.
- e) 10 amp circuit breaker x3 for lighting.
- f) Single phase lightning arrestor x1
- g) Single phase Kwh meter x1.

#### Toilet

The contractor is required to: -

- 4.3.1 ECG Supply and install x1- 4 ft double tube splash proof fluorescent fitting with and Osram, Phillips or GE cool white lamps complete.

#### Store

The contractor is required to:



4.4.1 Supply and install x1- 4 ft double tube open channel(Voltex Telescopic) fluorescent fitting with ECG and Osram, Phillips or GE cool white lamps complete.

4.4.2 Supply and install a two way switch.

**Office 1**

The contractor is required to: -

4.5.1 Supply and install x2- 4 ft double tube open channel (Voltex Telescopic) fluorescent fitting with ECG and Osram, Phillips or GE cool white lamps complete.

4.5.2 Supply and install x1 single lever light switch and x1 double lever light switch, one of the switches being a two way switch for store light.

4.5.3 Supply and install x2 double socket outlets complete.

**Kitchen**

The contractor is required to: -

4.6.1 Supply and install x1- 4 ft double tube open channel (Voltex Telescopic) fluorescent fitting with ECG and Osram, Phillips or GE cool white lamps complete.

4.6.2 Supply and install x1 double lever light switch.

4.6.3 Supply and install x1 double socket outlets complete (kitchen light and outside light).

4.6.4 Supply and install x1 70 watt metal halid flood light with day night control complete.

**Office 1**

The contractor is required to: -

4.7.1 Supply and install x2- 4 ft double tube open channel (Voltex Telescopic) fluorescent fitting with ECG and Osram, Phillips or GE cool white lamps complete.

4.7.2 Supply and install x1 single lever light switch and x1 double lever light switch, one of the switches being a two way switch for store light and the other for the toilet

4.7.3 Supply and install single lever light switch.





- 4.7.3 Supply and install x1 double socket outlets complete.

**Certificate of compliance**

The contractor is required to: -

- 4.8.1 Issue a certificate of compliance.

**02AH 242**

**Men's Toilet**

The contractor is required to: -

- 4.9.1 Repair piping to light switch.
- 4.9.2 Supply and install x1- 4 ft single tube splash proof fluorescent fitting with ECG and Osram, Phillips or GE cool white lamps complete.
- 4.9.3 Supply and install x1 20 amp circuit breaker for geyser.
- 4.9.4 Supply and install 60 amp isolator for geyser complete.
- 4.9.5 Supply and install earthing and bonding on geyser complete.
- 4.9.6 Supply and install new jam jar fitting and 20 watt energy saving lamp.

**Ladies Toilet**

The contractor is required to: -

- 4.10.1 Repair piping to light switch.
- 4.10.2 Supply and install x1- 4 ft single tube splash proof fluorescent fitting with ECG and Osram, Phillips or GE cool white lamps complete.
- 4.10.3 Supply and install new jam jar fitting and 20 watt energy saving lamp.

**Certificate of compliance**

The contractor is required to: -

- 4.11.1 Issue a certificate of compliance.

**02AH 244**

**Men's Toilet (Paraplegic)**



The contractor is required to: -

- 4.12.1 Rewire lighting complete.
- 4.12.2 Supply and install x1- 4 ft single tube splash proof fluorescent fitting with ECG and Osram, Phillips or GE cool white lamps complete.
- 4.12.3 Supply and install x1 20 amp circuit breaker for geyser.
- 4.12.4 Supply and install 60 amp isolator for geyser complete.
- 4.12.5 Supply and install earthing and bonding on geyser complete.
- 4.12.6 Supply and install new jam jar fitting and 20 watt energy saving lamp.

**Ladies Toilet (Paraplegic).**

The contractor is required to: -

- 4.13.1 Rewire lighting complete.
- 4.13.2 Supply and install x1- 4 ft single tube splash proof fluorescent fitting with ECG and Osram, Phillips or GE cool white lamps complete.
- 4.13.3 Supply and install new jam jar fitting and 20 watt energy saving lamp.

**Certificate of compliance**

The contractor is required to: -

- 4.14.1 Issue a certificate of compliance.

**NB : - All socket outlets, isolators and light switches to be of the “crabtree” brand.**

**All circuit breakers to be of the “CBI” Brand.**

**A “COC” SHALL BE ISSUED ON COMPLETION OF WORKS.**

**5.0 SITE INSPECTION**

- 5.1 A site inspection will be arranged, which must be attended by tenderers. Further details regarding date and time will appear in the covering letter.

**6.0 GENERAL**



- 6.1 Should any technical information be required, tenderers may contact Mr. J Labuschagne.(083 704 1725) office (011 773-7632).
- 6.2 Tenderers shall quote their earliest completion time, as the work is urgently required.
- 6.3 Brochures of equipment shall be submitted with tenders.

TENDERER'S SIGNATURE ..... DATE .....

"PREVIEW COPY ONLY"



APPENDIX 4

SCHEDULE OF REQUIREMENTS AND DEVIATIONS

Special requirements and deviations from the specifications

"PREVIEW COPY ONLY"



<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>AMOUNT</u>
<b>Asset no: - 02 AH 242</b>				
1)Repair piping to light switch.	2	ea	R	R
2)Supply and install x1- 4 ft single tube splash proof fluorescent fitting with ECG and Osram, Phillips or GE cool white lamps complete.	2	ea	R	R
3)Supply and install x1 20 amp circuit breaker for geyser.	1	ea	R	R
4)Supply and install 60 amp isolator for geyser complete.	1	ea	R	R
5)Supply and install earthing and bonding on geyser complete.	1	job	R	R
6)Supply and install new jam jar fitting and 20 watt energy saving lamp.	2	ea	R	R
7) Certificate of Compliance	1	job	R	R
<div style="text-align: right;"> TOTAL: - _____  14% VAT: - _____  AMOUNTDUE: - _____ </div>				

**Delivery Lead-Time from date of purchase order :** \_\_\_\_\_ [days/weeks]

**Notes to Pricing:**

- All Prices must be quoted in South African Rand, exclusive of VAT
- 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.
- Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis



Section 4

**RFQ NUMBER CRAC-JHB-11249**  
**CHANGE TOILET INTO SHOWERS @STANDERTON**

**VENDOR APPLICATION FORM**

*Respondents are to furnish the following documentation and complete the Vendor Application Form below:*

1. **Original** cancelled cheque **OR** letter from the Respondent's bank verifying banking details [with bank stamp]
2. **Certified** copy of Identity Document(s) of Shareholders/Directors/Members [where applicable]
3. **Certified** copy of Certificate of Incorporation, CM29 / CM9 [name change]
4. **Certified** copy of Share Certificates [CK1/CK2 if CC]
5. A letter on the company's letterhead confirm physical and postal addresses
6. **Original** valid SARS Tax Clearance Certificate
7. **Certified copy** of VAT Registration Certificate
8. **Certified copy** of valid Company Registration Certificate [if applicable]
9. A signed letter from your auditor or accountant confirming most recent annual turnover figures

## Vendor Application Form

Company trading name						
Company registered name						
Company Registration Number or ID Number if a Sole Proprietor						
Form of entity [v]	<input type="checkbox"/> CC	<input type="checkbox"/> Trust	<input type="checkbox"/> Pty Ltd	<input type="checkbox"/> Limited	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor
VAT number [if registered]						
Company telephone number						
Company fax number						
Company email address						
Company website address						
Bank name			Branch & Branch code			
Account holder			Bank account number			
Postal address					Code	
Physical Address						

# REQUEST FOR QUOTATION [RFQ] No CRAC-JHB-11446

TRANSNET



		Code	
Contact person			
Designation			
Telephone			
Email			
Annual turnover range [last financial year]	< R5 m	R5 - 35 m	> R35 m
Does your company provide	Products	Services	Both
Area of delivery	National	Provincial	Local
Is your company a public or private entity	Public	Private	
Does your company have a Tax Directive or IRP30 Certificate	Yes	No	
Main product or services [e.g. Stationery/Consulting]			

## Complete B-BBEE Ownership Details:

% Black ownership		% Black women ownership		% Disabled Black ownership	
Does your company have a B-BBEE certificate	Yes	No			
What is your B-BBEE status [Level 1 to 9 / Unknown]					
How many personnel does the firm employ	Permanent	Part time			

## If you are an existing Vendor with Transnet please complete the following:

Transnet contact person	
Contact number	
Transnet Operating Division	

## Duly authorised to sign for and on behalf of Company / Organisation:

Name		Designation	
Signature		Date	



## **Section 5**

### **STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS OR SERVICES TO TRANSNET**

**A Supplier shall be obliged to adhere to the Standard Terms and Conditions for the Supply of Goods and Services to Transnet as expressed hereunder. Should the Respondent find any condition(s) unacceptable, it should indicate which condition(s) is/are unacceptable and offer an alternative(s). A Quotation 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.**

#### **1 SOLE AGREEMENT**

Unless otherwise agreed in writing, these terms [**Terms** and each **Term**] and Transnet's purchase order(s) [**Order** or **Orders**] represent the only conditions upon which Transnet SOC Ltd [**Transnet**] procures goods or services specified in the Order [collectively, the **Products**] from the person to whom the Order is addressed [**the Supplier**]. Transnet does not accept any other conditions which the Supplier may specify, unless otherwise agreed to by Transnet in writing. In the event of any inconsistency between these Terms and any Order, these Terms shall take precedence.

#### **C) CONFORMITY WITH ORDER**

Products shall conform strictly with the Order. The Supplier shall not vary the quantities specified and/or the specification, if any, stipulated in the Order, without the prior written consent of Transnet. The Supplier warrants that the Products shall be fit for their purpose and of satisfactory quality.

#### **D) DELIVERY AND TITLE**

- a. The delivery dates and addresses are those in the Order. Time shall be of the essence in respect of the Supplier's obligations under the Order.
- b. The Supplier will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier having notified Transnet in writing on becoming aware of such circumstances. Transnet may terminate an Order, in whole or in part, without incurring any liability to the Supplier if such a delay becomes, in Transnet's absolute opinion, significant.
- c. Risk of loss or damage to Products shall pass to Transnet on delivery, and title shall pass to Transnet when payment to the Supplier for the Products has been effected.
- d. If on delivery, the Products do not conform to the Order, Transnet may reject the Products and the Supplier shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Products at the Supplier's expense within the specified delivery times, without any liability due by Transnet. Products shall be subject to such testing and/or inspection as Transnet may consider necessary.

#### **E) PRICE AND PAYMENT**

- a. Prices specified in an Order cannot be increased. Payment for the Products shall be made by Transnet against an original undisputed invoice(s) [a **Tax Invoice**], supporting documentation and month-end statement from the Supplier. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.



- b. Payment of the Supplier's valid Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30 [thirty] days from date of receipt by Transnet of a month-end statement, unless otherwise agreed to in writing. Transnet shall arrange for payment of such Tax Invoices and any pre-authorised additional expenses incurred, provided that the authorised expenses are supported by acceptable documentary proof of expenditure incurred [where this is available]. Any amounts due in terms of these Terms shall be paid to the Supplier, taking into account any deduction or set-off and bank charges.

**F) PROPRIETARY RIGHTS LIABILITY**

If any allegations should be made or any claim asserted against Transnet that ownership of, or any act or omission by Transnet in relation to Products or any written material provided to Transnet relating to any Products or pursuant to an Order being a violation or infringement of any third party's contractual, industrial, commercial or intellectual property rights including but not limited to any patent, registered design, design right, trade mark, copyright or service mark on any application thereof, the Supplier hereby indemnifies Transnet against and hold it harmless from any and all losses, liabilities, costs, claims, damages and expenses [including any legal fees] arising directly or indirectly from such allegation or claim provided that this indemnity shall not apply where the allegation or claim arises solely as a result of the Supplier following a design or process originated and furnished by Transnet. The Supplier shall either

procure for Transnet the right to continue using the infringing Products; or

modify or replace the Products so that they become non-infringing,

provided that in both cases the Products shall continue to meet Transnet's requirements and any specifications stipulated in the Order. Should neither option be possible, the Supplier may remove, with Transnet's prior written consent, such Products and will pay to Transnet a sum equivalent to the purchase price. If Transnet refuses to give such consent, the Supplier shall have no liability in respect of any continued use of the infringing Products after Supplier's prior written request to remove the same.

**G) PROPRIETARY INFORMATION**

All information which Transnet has divulged or may divulge to the Supplier and any information relating to Transnet's business which may have come into the Supplier's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Supplier as confidential information and shall not, without Transnet's prior written consent, be disclosed to any third party, or be used or copied for any purposes other than to perform the Order. This clause does not apply to information which is public knowledge or available from other sources other than by breach of this Term. Upon request by Transnet, the Supplier shall return all materials issued pursuant to the Order and, pending this, shall protect Transnet's rights in any such materials. Such confidential information shall at all material times be the property of Transnet.

**H) DEVELOPMENT WORK IN THE PRODUCTION OF PRODUCTS**

If the production or provision of any Products involves research and/or development which is wholly or partly funded by Transnet, then all intellectual property or other rights as a result thereof shall be the property of Transnet on creation.

**I) PUBLICITY**

The Supplier shall not name Transnet or use its trademarks, service marks [whether registered or not] or Products in connection with any publicity without Transnet's prior written consent.

**J) AFTER SALES SERVICE**

The Supplier shall provide replacement parts necessary to ensure the uninterrupted operation of the Products supplied for the duration of the warranty period, from delivery of any particular item of the Products and if requested by Transnet shall make these parts available to a third party maintainer of Transnet's choice at the same price as if the parts had been supplied to Transnet. The Supplier undertakes to provide a maintenance service for Products, should Transnet so request, on terms to be agreed. If the Order so indicates, the Supplier will provide a warranty service for the Products at a level to be agreed with Transnet.

**K) TERMINATION OF ORDER**

- a. Transnet may cancel an Order in whole or in part at any time upon at least 7 [seven] days' written notice to the Supplier, or when there is a change in control of the Supplier or the Supplier commits any serious breach or any repeated or continued material breach of its obligations under these Terms and/or Order or shall have been guilty of conduct tending to bring itself into disrepute, on written notice to the Supplier when such work on the Order shall stop.
- b. Transnet shall pay the Supplier a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier, at the time of termination, and the Supplier shall give Transnet full assistance to check the extent of such work in progress. Payment of such price shall be in full and final satisfaction of any claims arising out of such termination and upon such payment the Supplier shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier under this clause will not in any event exceed the total amount that would have been payable to the Supplier had the Order not been terminated.
- c. In the event of termination the Supplier must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.
- d. If the Products are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier shall compensate Transnet for any costs incurred in obtaining substitute Products or any damage caused due to the failure or delay in the delivery.

**L) ACCESS**

The Supplier shall be liable for the acts, omissions and defaults of its personnel or agents who, for the purposes of the Order, shall be treated as if they are the Supplier's employees. The Supplier shall ensure that any such personnel or agents, whilst on Transnet's premises, shall comply with Transnet's health and safety, security and system security rules and procedures as and where required.

**M) WARRANTY**

The Supplier warrants that it is competent to supply the Products in accordance with these Terms to the reasonable satisfaction of Transnet and that all Products delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to *[inter alia]* the supply, manufacture and use of the Products in force at the time of delivery, and to any specifications referred to in the Order; (b) will not cause any deterioration in the functionality of any Transnet equipment; and (c) do not infringe any third party rights of any kind. The Supplier hereby indemnifies Transnet against all losses, liabilities, costs, claims, damages, expenses and awards of any kinds incurred or made against Transnet in connection with any breach of this warranty.



**N) INSOLVENCY**

If the Supplier shall have a receiver, manager, administrator, liquidator or like person appointed over all or any part of its assets or if the Supplier compounds with its creditors or passes a resolution for the winding up or administration of the Supplier, Transnet is at liberty to terminate the Order or Orders forthwith, or at its option, to seek performance by any such appointed person.

**O) ASSIGNMENT**

The Supplier shall not assign its obligations under an Order without Transnet's prior written consent, which consent shall not be unreasonably withheld or delayed.

**P) NOTICES**

Notices under these Terms shall be delivered by hand to the relevant addresses of the parties in the Order or may be served by facsimile or by email, in which event notice shall be deemed served on acknowledgement of receipt by the recipient.

**Q) LAW**

Orders shall be governed by and interpreted in accordance with South African law and any disputes arising herein shall be subject to South African arbitration under the rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause. The reference to arbitration shall not prevent Transnet referring the matter to any South African courts, having jurisdiction, to which the Supplier hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Supplier in other jurisdictions and/or obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision in other courts or from instituting in any court of competent jurisdiction any proceedings for an interdict or any other injunctive relief. If the Supplier does not have a registered office in the South Africa it will at all times maintain an agent for service of process in South Africa and shall give Transnet the name and address of such agent as such may be amended, in writing, from time to time.

**R) GENERAL**

Completion or termination of an Order shall be without prejudice to any Term herein which by its nature would be deemed to continue after completion or termination, including but not limited to clauses f), g), h), i) and m). Headings are included herein for convenience only. If any Term herein be held illegal or unenforceable, the validity or enforceability of the remaining Terms shall not be affected. No failure or delay by Transnet to enforce any rights under these Terms will operate as a waiver thereof by Transnet. All rights and remedies available to either party under these Terms shall be in addition to, not to the exclusion of, rights otherwise available at law.

**S) COUNTERPARTS**

These Terms and conditions may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this agreement by signing any such counterpart.



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**

**Section 6**

**RFQ NUMBER CRAC-JHB-11446**

**NON-DISCLOSURE AGREEMENT**

entered into by and between

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

and

\_\_\_\_\_  
Registration Number \_\_\_\_\_

**RFQ NUMBER CRAC-JHB-11446**

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**THIS AGREEMENT is made between**



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

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

and

\_\_\_\_\_ [the Company] [Registration No \_\_\_\_\_]

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

## WHEREAS

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

## IT IS HEREBY AGREED

### 1. INTERPRETATION

In this Agreement:

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

**1.2 Bid or Bid Document** means Transnet's Request for Information [RFI] Request for Proposal [RFP] or Request for Quotation [RFQ] as the case may be;

**1.3 Confidential Information** means any information or other data relating to one party (the **Disclosing Party**) and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party (the **Receiving Party**) or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

- a) is publicly available at the time of its disclosure or becomes publicly available (other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement); or
- b) was lawfully in the possession of the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) free of any restriction as to its use or disclosure prior to its being so disclosed; or
- c) following such disclosure, becomes available to the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) from a source other than



the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

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

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

## **2. CONFIDENTIAL INFORMATION**

**2.1** All Confidential Information given by one party to this Agreement (the **Disclosing Party**) to the other party (the **Receiving Party**) will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement.

**2.2** The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Bid or for the subsequent performance of any contract between the parties in relation to the Bid.

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

to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or

to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.

**2.4** In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 0 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to

**2.5** any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps (including the institution of legal proceedings) as shall be necessary to remedy (if capable of remedy) the default and/or to prevent further unauthorised copying, disclosure or use.

**2.6** All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.



**3. RECORDS AND RETURN OF INFORMATION**

- 3.1** The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2** The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3** The Company shall, within 7 (seven) days of receipt of a written demand from Transnet: return all written Confidential Information (including all copies); and expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.4** The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 0 above.

**4. ANNOUNCEMENTS**

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

**5. DURATION**

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

**6. PRINCIPAL**

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

**7. ADEQUACY OF DAMAGES**

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

**8. PRIVACY AND DATA PROTECTION**

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



**9. GENERAL**

- 9.1** Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2** No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3** The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4** This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5** Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6** This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

oooOOOooo

"PREVIEW COPY ONLY"



## Section 7

FOR A PERIOD OF TWO WEEKS

### 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 points** 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;
- 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

- 2.11 and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.12 **"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;
- 2.13 **"non-firm prices"** means all prices other than "firm" prices;
- 2.14 **"person"** includes reference to a juristic person;
- 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.

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

- 4.1 In terms of Regulation 5(2) and 6(2) 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	20
2	18
3	16
4	12
5	8
6	4
7	2
8	0
Non-compliant contributor	0

*Note: Refer to Section 1 of the RFP document for further information in terms of B-BBEE ratings.*

- 4.2 Bidders who qualify as EMEs in terms of the B-BBEE Act 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 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.
- 4.4 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.
- 4.5 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.
- 4.6 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.
- 4.7 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.
- 4.8 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.

#### 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 an Accounting Officer as contemplated in the Close Corporation Act.

## 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

☐ Partnership/Joint Venture/Consortium

☐ One person business/sole propriety

☐ Close Corporations

☐ Company (Pty) Ltd

[TICK APPLICABLE BOX]

(v) Describe Principal Business Activities

.....

.....

.....

.....

(vi) Company Classification

☐ Manufacturer

☐ Supplier

- ☐ Professional Service Provider
  - ☐ Other Service Providers, e.g Transporter, etc
- [TICK APPLICABLE BOX]

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

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**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. ....

SIGNATURE OF BIDDER

2. ....

DATE:

.....  
COMPANY NAME: .....

ADDRESS: .....

.....

.....

**SECTION 8****Appendix (i)****GENERAL BID CONDITIONS - SERVICES****[February 2013]****TABLE OF CONTENTS**

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## 1) DEFINITIONS

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

- a) **Bid** shall mean a Respondent's tendered response / proposal to a Transnet RFP or RFQ;
- b) **Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;
- c) **Day** shall mean any day other than a Saturday, Sunday or public holiday;
- d) **Respondent(s)** shall mean a respondent/bidder to a Bid Document;
- e) **RFP** shall mean Request for Proposal;
- f) **RFQ** shall mean Request for Quotation;
- g) **RFX** shall mean RFP or RFQ, as the case may be;
- h) **Services** shall mean the services required by Transnet as specified in its Bid Document;
- i) **Service Provider** shall mean the successful Respondent;
- j) **Tax Invoice** shall mean the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;
- k) **Transnet** shall mean Transnet SOC Ltd, a State Owned Company; and
- l) **VAT** shall mean Value-Added Tax in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time.

## 2) GENERAL

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

## 3) SUBMISSION OF BID DOCUMENTS

- a) A Bid, which shall hereinafter include reference to an RFP or RFQ, shall be submitted to Transnet no later than the closing date and time specified in accordance with the directions issued in the Bid Documents. Late Bids will not be considered.
- b) Bids shall be delivered in a sealed envelope in accordance with the instructions indicated in the Bid Documents with the Bid number and subject marked on the front of the envelope.
- c) The Respondent's return address must be stated on the reverse side of the sealed envelope.

## 4) USE OF BID FORMS

- a) Where special forms are issued by Transnet for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and not in other forms or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.
- b) Respondents must note that the original Bid forms must be completed for submission and not a reprocessed copy thereof.



- c) Only if insufficient space has been allocated for a particular response may a Respondent submit additional information under separate cover using its company's letterhead. This must be duly cross-referenced in the RFX.

#### **5) BID FEES**

- a) A non-refundable fee may be charged for Bid Documents, depending on the administrative cost of preparing and issuing such Bid Documents.
- b) Only Respondents that have paid the Bid fee and provided proof of payment when submitting their Bid will be considered.

#### **6) VALIDITY PERIOD**

- a) Respondents must hold their Bid valid for acceptance by Transnet at any time within the requested validity period after the closing date of the RFX.
- b) Respondents may be requested to extend their validity period for a specified additional period. In such instances, Respondents will not be allowed to change any aspect of their Bid, unless they are able to demonstrate that the proposed change(s) is as a direct and unavoidable consequence of Transnet's extension of the validity period.

#### **7) SITE VISIT / BRIEFING SESSION**

Respondents may be requested to attend (i) a site visit where it is considered necessary to view the site prior to the preparation of Bids, or (ii) an RFX briefing session when Transnet deems it necessary to provide Respondents with additional information relevant to the compilation of their Bids. When such visits or sessions are indicated as compulsory in the Bid Document, Respondents are obliged to attend these meetings as failure to do so will result in their disqualification.

#### **8) CLARIFICATION BEFORE THE CLOSING DATE**

Should clarification be required on any aspect of the RFX before the closing date, the Respondent must direct such queries to the contact person identified in the Bid Document.

#### **9) COMMUNICATION AFTER THE CLOSING DATE**

After the closing date of a Bid [i.e. during the evaluation period] the Respondent may only communicate with the Secretary of the relevant Acquisition Council.

#### **10) UNAUTHORISED COMMUNICATION ABOUT BIDS**

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

## 11) RETURNABLE DOCUMENTS

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

## 12) DEFAULTS BY RESPONDENTS

- a) If the Respondent, after it has been notified of the acceptance of its Bid fails to:
- enter into a formal contract when called upon to do so within such period as Transnet may specify; or
  - accept an order in terms of the Bid;
  - furnish satisfactory security when called upon to do so for the fulfilment of the contract; or
  - comply with any condition imposed by Transnet,
- Transnet may, in any such case, without prejudice to any other legal remedy which it may have, proceed to accept any other Bid or, if it is necessary to do so, call for Bids afresh, and may recover from the defaulting Respondent any additional expense incurred by Transnet in calling for new offers or in accepting a less favourable offer.
- b) If any Respondent, who has submitted a Bid and/or concluded a contract with Transnet [hereinafter referred to as the **Service Provider**], or in the capacity of agent or subcontractor who has been associated with such Bid or contract:
- has withdrawn such Bid after the advertised date and hour for the receipt of Bids; or
  - has, after having been notified of the acceptance of its Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Bid Documents; or
  - has carried out any contract resulting from such Bid in an unsatisfactory manner or has breached any condition of such contract; or
  - has offered, promised or given a bribe in relation to the obtaining or the execution of such contract; or
  - has acted in a fraudulent or improper manner or in bad faith towards Transnet or any government department or towards any public body, company or person; or
  - has made any misleading or incorrect statement either
    - in the affidavit or certificate referred to in clause 18) [*Notice to Unsuccessful Respondents*]; or
    - in any other document submitted as part of its Bid submissionand is unable to prove to the satisfaction of Transnet that
    - it made the statement in good faith honestly believing it to be correct; and
    - before making such statement, it took all reasonable steps to satisfy itself of its correctness; or
  - caused Transnet damage, or to incur costs in order to meet the Service Provider's requirements which could not be recovered from the Service Provider;
  - has litigated against Transnet in bad faith;



- ix) has been found guilty by a court of law, tribunal or other administrative body of a serious breach of any law, during the preceding 5 [five] years;
- x) has been included as a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Suppliers or Register of Bid Defaulters;  
then a Bid from any such Respondent shall be disqualified and the person, enterprise or company [including any directors] shall, subject to clause c) below, be disqualified from bidding for any Transnet business through its "blacklisting" process.
- c) Any person or enterprise or company against whom a decision to blacklist has been taken, may make representations to the Chief Financial Officer of Transnet SOC Ltd, whose decision shall be final.
- d) Any disqualification [**Blacklisting**] imposed upon any person or enterprise or company, may also apply to any other enterprise under the same or different names of disqualified persons or enterprise or company [or associates thereof] and may also be applied to any agent or employee of the person or enterprise or company concerned.

### 13) CURRENCY

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

### 14) PRICES SUBJECT TO CONFIRMATION

- a) Prices which are quoted subject to confirmation will not be considered.
- b) Firm prices quoted for the duration of any resulting order and/or contract will receive precedence over prices which are subject to fluctuation if this is in Transnet's best interests.

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

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

### 16) EXCHANGE AND REMITTANCE

- a) The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Service Provider, effect payment overseas directly to the foreign principal of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.
- b) It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.

- c) The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the *Exchange and Remittance* section of the Bid Documents and also furnish full details of the principals to whom payment is to be made.
- d) The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.
- e) Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which agreement on an overall Rand contract has been reached.

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

#### 17) ACCEPTANCE OF BID

- a) Transnet does not bind itself to accept the lowest priced or any Bid.
- b) Transnet reserves the right to accept any Bid in whole or in part.
- c) Upon the acceptance of a Bid by Transnet, the parties shall be bound by these General Bid Conditions and any contractual terms and/or any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- d) Where the Respondent has been informed by Transnet per fax message or email of the acceptance of its Bid, the acknowledgement of receipt transmitted shall be regarded as proof of delivery to the Respondent.

#### 18) NOTICE TO UNSUCCESSFUL RESPONDENTS

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

#### 19) TERMS AND CONDITIONS OF CONTRACT

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

#### 20) CONTRACT DOCUMENTS

- a) The contract documents will comprise these General Bid Conditions, the Terms and Conditions of Contract and any schedule of "Special Conditions" which form part of the Bid Documents.
- b) The abovementioned documents together with the Respondent's Bid response will constitute the contract between the parties upon receipt by the Respondent of Transnet's letter of award / intent, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.

- c) Should Transnet inform the Respondent that a formal contract will be signed, the abovementioned documents together with the Respondent's Bid response [and, if any, its covering letter and any subsequent exchange of correspondence] as well as Transnet's Letter of Intent, shall constitute a binding contract until the final contract is signed.

## 21) LAW GOVERNING CONTRACT

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

## 22) IDENTIFICATION

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

## 23) CONTRACTUAL SECURITIES

- a) The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of an advanced payment guarantee [APG] and/or a performance bond [Performance Bond], as the case may be, to be furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- b) The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.
- c) Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- d) The successful Respondent shall be required to submit to Transnet or Transnet's designated official the specified security document(s) within 30 [thirty] Days from the date of signature of the contract. Failure to return the securities within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Service Provider to cancel the contract with immediate effect.
- e) Additional costs incurred by Transnet necessitated by reason of default on the part of the Service Provider in relation to the conditions of this clause 23) will be for the account of the Service Provider.

## 24) DELETION OF ITEMS TO BE EXCLUDED FROM BID

The Respondent must delete items for which it does not wish to tender.



**25) VALUE-ADDED TAX**

- a) In respect of local Services, i.e. Services to be rendered in the Republic of South Africa, the prices quoted by the Respondent are to be exclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.
- b) In respect of foreign Services rendered:
  - i) the invoicing by a South African Service Provider on behalf of its foreign principal rendering such Service represents a Service rendered by the principal; and
  - ii) the Service Provider's Tax Invoice(s) for the local portion only [i.e. the "commission" for the Services rendered locally] must show the VAT separately.

**26) IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT****a) Method of Payment**

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

NOTE: The successful Respondent [the **Service Provider**], where applicable, shall be required to furnish a guarantee covering any advance payments, as set out in clause 23) above [*Contractual Securities*].

**b) Conditional Discount**

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

**27) DELIVERY REQUIREMENTS****a) Period Contracts**

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



**b) Progress Reports**

The Service Provider may be required to submit periodical progress reports with regard to the delivery of the Services.

**c) Emergency Demands as and when required**

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

**28) SPECIFICATIONS AND COPYRIGHT****a) Specifications**

The Respondent should note that, unless notified to the contrary by Transnet or a designated official by means of an official amendment to the Bid Documents, it is required to tender for the Services strictly in accordance with the specifications supplied by Transnet.

**b) Copyright**

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

**29) BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS**

- a) Bids submitted by foreign principals may be forwarded directly by the principals or by its South African representative or agent to the Secretary of the Acquisition Council or to a designated official of Transnet according to whichever officer is specified in the Bid Documents.
- b) In the case of a representative or agent, written proof must be submitted to the effect that such representative or agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative or agent shall disqualify the Bid.
- c) When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.
- d) South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of the latter. In every such case a legal Power of Attorney from their principals must be furnished to Transnet by the South African representative or agents authorising them to enter into and sign such contract.
  - i) Such Power of Attorney must comply with Rule 63 [Authentication of documents executed outside the Republic for use within the Republic] of the Uniform Rules of Court: Rules regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.

- ii) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.
- iii) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.
- iv) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi* as provided for in the Terms and Conditions of Contract.
- e) If payment is to be made in South Africa, the foreign Service Provider [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [EFT]:
  - i) funds are to be transferred to the credit of the foreign Service Provider's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
  - ii) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.

### 30) CONFLICT WITH BID DOCUMENT

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

ooooOoooOoooo

**SECTION 9****ANNEXURE 1****SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE  
WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT  
(ACT 85 OF 1993) AND APPLICABLE REGULATIONS****1. General**

- 1.1 The Contractor and Transnet Limited (hereinafter referred to as "Transnet") are individual employers, each in its own right, with their respective duties and obligations set out in the Occupational Health and Safety Act, Act 85 of 1993 (the Act) and applicable Regulations.
- 1.2 The Contractor accepts, in terms of the General Conditions of Contract and in terms of the Act, his obligations as an employer in respect of all persons in his employ, other persons on the premises or the Site or place of work or on the work to be executed by him, and under his control. He shall, before commencement with the execution of the contract work, comply with the provisions set out in the Act, and shall implement and maintain a Health and Safety Plan as described in the Construction Regulations, 2003 and as approved by Transnet, on the Site and place of work for the duration of the Contract.
- 1.3 The Contractor accepts his obligation to complying fully with the Act and applicable Regulations notwithstanding the omission of some of the provisions of the Act and the Regulations from this document.
- 1.4 Transnet accepts, in terms of the Act, its obligations as an employer of its own employees working on or associated with the site or place of work, and the Contractor and Technical Officer or his deputy shall at all times, co-operate in respect of the health and safety management of the site, and shall agree on the practical arrangements and procedures to be implemented and maintained during execution of the Works.
- 1.5 In the event of any discrepancies between any legislation and this specification, the applicable legislation will take precedence.

**2. Definitions**

- 2.1 In this Specification any word or expression to which a meaning has been assigned in the Construction Regulations, shall have the meaning so assigned to it, unless the context otherwise indicates: -
- 2.2 The work included in this Contract shall for the purposes of compliance with the Act be deemed to be "**Construction Work**", which, in terms of the Construction Regulations, 2003 means any work in connection with: -
- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
  - (b) the installation, erection, dismantling or maintenance of fixed plant where such work includes the risk of a person falling;
  - (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
  - (a)
  - (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;



- 2.3 **"competent person"** in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed: Provided that where appropriate qualifications and training are registered as per the South African Qualifications Authority Act, 1995 these qualifications and training shall be deemed to be the required qualifications and training;
- 2.4 **"contractor"** means principal contractor and "subcontractor" means contractor as defined by the Construction Regulations, 2003.
- 2.5 **"fall protection plan"** means a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods applied to eliminate the risk;
- 2.6 **"health and safety file"** means a file, or other record in permanent form, containing the information required to be kept on site in accordance with the Act and applicable Regulations;
- 2.7 **"Health and Safety Plan "** means a documented plan which addresses the hazards identified and include safe work procedures to mitigate, reduce or control the hazards identified;
- 2.8 **"Risk Assessment"** means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;
- 2.9 **"the Act"** means the Occupational Health and Safety Act No. 85 of 1993.

### 3. Procedural Compliance

- 3.1 The Contractor who intends to carry out any construction work shall, before carrying out such work, notify the Provincial Director in writing if the construction work:-
- (a) includes the demolition of a structure exceeding a height of 3 metres; or
  - (b) includes the use of explosives to perform construction work; or
  - (c) includes the dismantling of fixed plant at a height greater than 3m,
- and shall also notify the Provincial Director in writing when the construction work exceeds 30 days or will involve more than 300 person days of construction work and if the construction work:-
- (d) includes excavation work deeper than 1m; or
  - (e) includes working at a height greater than 3 metres above ground or a landing.
- 3.2 The notification to the Provincial Director shall be on a form similar to Annexure A of the Construction Regulations, 2003, also shown in Annexure 1 of this Specification. The Contractor shall ensure that a copy of the completed notification form is kept on site for inspection by an inspector, Technical Officer or employee.
- 3.3 The Contractor shall, in accordance with the Act and applicable Regulations, make all the necessary appointments of competent persons in writing on a form similar to Annexure 2 of this Specification and deliver copies thereof to the Technical Officer. Copies should also be retained on the health and safety file.
- 3.4 Subcontractors shall also make the above written appointments and the Contractor shall deliver copies thereof to the Technical Officer.



- 3.5 In the case of a self-employed Contractor or any subcontractor who has the appropriate competencies and supervises the work himself, the appointment of a construction supervisor in terms of regulation 6.1 of the Construction Regulations, 2003 will not be necessary. The Contractor shall in such a case execute and sign a declaration, as in Annexure 3, by which he personally undertakes the duties and obligations of the "Chief Executive Officer" in terms of section 16(1) of the Act.
- 3.6 The Contractor shall, before commencing any work, obtain from the Technical Officer an access certificate as in Annexure 4 executed and signed by him, permitting and limiting access to the designated site or place of work by the Contractor and any subcontractors under his control.
- 3.7 Procedural compliance with Act and Regulations, as above, shall also apply to any subcontractors as employers in their own right. The Contractor shall furnish the Technical Officer with full particulars of such subcontractors and shall ensure that they comply with the Act and Regulations and Protekon's safety requirements and procedures.

#### 4. Special Permits

Where special permits are required before work may be carried out such as for hotwork, isolation permits, work permits and occupations, the Contractor shall apply to the Technical Officer or the relevant authority for such permits to be issued. The Contractor shall strictly comply with the conditions and requirements pertaining to the issue of such permits.

#### 5. Health and Safety Programme

- 5.1 The Tenderer shall, with his tender, submit a Health and Safety Programme setting out the practical arrangements and procedures to be implemented by him to ensure compliance by him with the Act and Regulations and particularly in respect of: -
- (i) The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees and subcontractors in terms of section 8 of the Act;
  - (ii) the execution of the contract work in such a manner as to ensure in terms of section 9 of the Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;
  - (iii) ensuring, as far as is reasonably practical, in terms of section 37 of the Act that no employee or subcontractor of the Contractor does or omits to do any act which would be an offence for the Contractor to do or omit to do.
- 5.2 The Contractor's Health and Safety Programme shall be based on a risk assessment in respect of the hazards to health and safety of his employees and other persons under his control that are associated with or directly affected by the Contractor's activities in performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.
- 5.3 The Contractor shall cause a risk assessment contemplated in clause 5.2 above to be performed by a competent person, appointed in writing, before commencement of any Construction Work and reviewed during construction. The Risk Assessments shall form part of the Health and Safety programme to be applied on the site and shall include at least the following:
- (a) The identification of the risks and hazards that persons may be exposed to;
  - (b) the analysis and evaluation of the hazards identified;



- (c) a documented Health and Safety Plan, including safe work procedures to mitigate, reduce or control the risks identified;
- (d) a monitoring and review plan.

5.4 The Health and Safety Plan shall include full particulars in respect of: -

- (a) The safety management structure to be instituted on site or place of work and the names of the Contractor's health and safety representatives and members of safety committees where applicable;
- (b) the safe working methods and procedures to be implemented to ensure the work is performed in compliance with the Act and Regulations;
- (c) the safety equipment, devices and clothing to be made available by the Contractor to his employees;
- (d) the site access control measures pertaining to health and safety to be implemented;
- (e) the arrangements in respect of communication of health and safety related matters and incidents between the Contractor, his employees, subcontractors and the Technical Officer with particular reference to the reporting of incidents in compliance with Section 24 and General Administrative Regulation 8 of the Act and with the pertinent clause of the General Conditions of Contract forming part of the Contract and
- (f) the introduction of control measures for ensuring that the Safety Plan is maintained and monitored for the duration of the Contract.

5.4The Health and Safety programme shall be subject to the Technical Officer's approval and he may, in consultation with the Contractor, order that additional and/or supplementary practical arrangements and procedures be implemented and maintained by the Contractor or that different working methods or safety equipment be used or safety clothes be issued which, in the Technical Officer's opinion, are necessary to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act and Regulations. The Technical Officer or his deputy shall be allowed to attend meetings of the Contractor's safety committee as an observer.

5.5The Contractor shall take reasonable steps to ensure that each subcontractor's Health and Safety Plan is implemented and maintained on the construction site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed to between the them, but at least once every month.

5.6The Contractor shall stop any subcontractor from executing any construction work, which is not in accordance with the Contractor's, and/or subcontractor's Health and Safety Plan for the site or which poses a threat to the health and safety of persons.

5.7The Contractor shall ensure that a copy of the Health and Safety Plan is available on site for inspection by an inspector, Technical Officer, agent, subcontractor, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.

5.8The Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the Risk Assessment.





- 5.9 The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.10 The Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the Risk Assessment before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.11 The Contractor shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.

## **6. Fall Protection Plan**

- 6.1 In the event of the risk and hazard identification, as required in terms of clause 5.3 of this Specification, revealing risks relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a fall protection plan;
- 6.2 The Contractor shall implement, maintain and monitor the fall protection plan for the duration of Contract. The Contractor shall also take such steps to ensure the continued adherence to the fall protection plan.
- 6.3 The fall protection plan shall include:-
- (a) A Risk Assessment of all work carried out from an elevated position;
  - (b) the procedures and methods to address all the identified risks per location;
  - (c) the evaluation of the employees physical and psychological fitness necessary to work at elevated positions;
  - (d) the training of employees working from elevated positions; and
  - (e) the procedure addressing the inspection, testing and maintenance of all fall protection equipment.

## **7. Hazards and Potential Hazardous Situations**

The Contractor and the Technical Officer shall immediately notify one another of any hazardous or potentially hazardous situations which may arise during performance of the Contract by the Contractor or any subcontractor and, in particular, of such hazards as may be caused by the design, execution and/or location and any other aspect pertaining to the contract work.

## **8. Health and Safety File**

- 8.1 The Contractor shall ensure that a health and safety file is opened and kept on site and shall include all documentation required as per the Act and applicable regulations, and made available to an inspector, the Technical Officer, or subcontractor upon request.
- 8.2 The Contractor shall ensure that a copy of the both his Health and Safety Plan as well as any subcontractor's Health and Safety Plan is available on request to an employee, inspector, contractor or the Technical Officer.

8.3The Contractor shall hand over a consolidated health and safety file to the Technical Officer upon completion of the Construction Work and shall in addition to documentation mentioned in the Act and applicable Regulations include a record of all drawings, designs, materials used and other similar information concerning the completed structure.

"PREVIEW COPY ONLY"

**SECTION 10****ANNEXURE 2****OCCUPATIONAL HEALTH AND SAFETY ACT, 1993****Regulation 3(1) of the Construction Regulations****NOTIFICATION OF CONSTRUCTION WORK**

1(a) Name and postal address of principal contractor:

\_\_\_\_\_

(b) Name and tel. no of principal contractor's contact person:

\_\_\_\_\_

2. Principal contractor's compensation registration number:

\_\_\_\_\_

3.(a) Name and postal address of client:

\_\_\_\_\_

(b) Name and tel no of client's contact person or agent:

\_\_\_\_\_

4.(a) Name and postal address of designer(s) for the project:

\_\_\_\_\_

(b) Name and tel. no of designer(s) contact person:

\_\_\_\_\_

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6(1):

\_\_\_\_\_

6. Name/s of principal contractor's construction sub-ordinate supervisors on site appointed in terms of regulation 6(2):

\_\_\_\_\_

7. Exact physical address of the construction site or site office:

\_\_\_\_\_

8. Nature of the construction work:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

9. Expected commencement date: \_\_\_\_\_

10. Expected completion date: \_\_\_\_\_

11. Estimated maximum number of persons on the construction site: \_\_\_\_\_

12. Planned number of contractors on the construction site accountable to the principle contractor:

\_\_\_\_\_

13. Name(s) of contractors already chosen.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Principal Contractor**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Client**

\_\_\_\_\_  
**Date**

- \* THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR  
**PRIOR TO COMMENCEMENT** OF WORK ON SITE.
- \* **ALL PRINCIPAL CONTRACTORS** THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF  
ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE  
COMMENCEMENT OF WORK.

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**Section 11****ANNEXURE 03****(COMPANY LETTER HEAD)****OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) :****SECTION/REGULATION:** \_\_\_\_\_**REQUIRED COMPETENCY:** \_\_\_\_\_

In terms of \_\_\_\_\_

I, \_\_\_\_\_

representing the Employer) do hereby appoint \_\_\_\_\_

As the Competent Person on the premises  
at \_\_\_\_\_

(physical address) to assist in compliance with the Act and the applicable Regulations.

Your designated area/s is/are as follows :-

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_**Date :** \_\_\_\_\_**Signature :-** \_\_\_\_\_**Designation :-** \_\_\_\_\_**ACCEPTANCE OF DESIGNATION**

*I, \_\_\_\_\_ do hereby accept this Designation and  
acknowledge that I  
understand the requirements of this appointment.*

**Date :** \_\_\_\_\_**Signature :-** \_\_\_\_\_**Designation :-** \_\_\_\_\_

**Section 12****ANNEXURE 04****(COMPANY LETTER HEAD)****OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993)****DECLARATION**

In terms of the above Act I, \_\_\_\_\_ am personally assuming the duties and obligations as Chief Executive Officer, defined in Section 1 of the Act and in terms of Section 16(1), I will, as far as is reasonably practicable, ensure that the duties and obligations of the Employer as contemplated in the above Act are properly discharged.

**Signature :-** \_\_\_\_\_

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

"PREVIEW COPY ONLY"



**Section 13****ANNEXURE 05****(LETTER HEAD OF BUSINESS DIVISION OR UNIT OF TRANSNET LIMITED)****SITE ACCESS CERTIFICATE**

Access to : \_\_\_\_\_ (Area)

Name of Contractor/Builder \_\_\_\_\_

:-

Contract/Order No.: \_\_\_\_\_

The contract works site/area described above are made available to you for the carrying out of associated works

In terms of your contract/order  
with  
(company) \_\_\_\_\_

Kindly note that you are at all times responsible for the control and safety of the Works Site, and for persons under your control having access to the site.

As from the date hereof you will be responsible for compliance with the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended, and all conditions of the Contract pertaining to the site of the works as defined and demarcated in the contract documents including the plans of the site or work areas forming part thereof.

**Signed :** \_\_\_\_\_ **Date :** \_\_\_\_\_  
**TECHNICAL OFFICER**

**ACKNOWLEDGEMENT OF RECEIPT**

**Name** \_\_\_\_\_ **of** \_\_\_\_\_  
**Contractor/Builder :-** \_\_\_\_\_

***do hereby acknowledge and accept the duties and obligations in respect of the Safety of the site/area of Work in terms of the Occupational Health and Safety Act; Act 85 of 1993.***

**Name :** \_\_\_\_\_ **Designation :** \_\_\_\_\_

**Signature :** \_\_\_\_\_ **Date :** \_\_\_\_\_



## Section 14

**RFQ NUMBER CRAC-JHB-11446**  
**CHANGE TOILET INTO SHOWERS @ STANDERTON**

## 7. Tenderer SHE Management System Questionnaire

This questionnaire is part of the TFR tender evaluation process and is to be completed by all Tenderer's and submitted with their tender offer. The objective of the questionnaire is to provide an overview of the status of the Tenderer's SHE management system. Tenderer's will be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters. The tender warrants that the information provided below is accurate and correct. The tenderer shall advise TFR of any changes.

**TFR may verify the accuracy of this information (where necessary) during the physical visit as part of the tender evaluation.**

The information provided in this questionnaire is an accurate summary of the company's SHE management system.		
Company Name:		
Signed:	Name:	
Position:	Date:	
Tender Description:		
Tender Number:		
<b>Tenderer SHE Management System Questionnaire</b>	<b>Yes</b>	<b>No</b>
<b>1. SHE Policy and Management</b>		
- <b>Is there a written company SHE policy?</b>		
- If yes provide a copy of the policy (ANNEXURE #)		
- <b>Does the company have an SHE Management system e.g NOSA, OHSAS, IRCA System etc</b>		
- If yes provide details		
- <b>Is there a company SHE Management System, procedures manual or plan?</b>		
- If yes provide a copy of the content page(s)		
- <b>Are the SHE responsibilities clearly identified for all</b>		



<b>levels of Management and employees?</b>		
- If yes provide details		
<b>2. Safe Work Practices and Procedures</b>		
<b>- Are safe operating procedures or specific safety instructions relevant to its operations available?</b>		
- If yes provide a summary listing of procedures or instructions		
<b>- Is there a SHE incident register?</b>		
If yes provide a copy		
<b>- Are Risk Assessments conducted and appropriate techniques used?</b>		
- If yes provide details		
<b>3. SHE Training</b>		
<b>Describe briefly how health and safety training is conducted in your company:</b>		
<b>- Is a record maintained of all training and induction programs undertaken for employees in your company?</b>		
- If yes provide examples of safety training records		
<b>4. SHE Workplace Inspection</b>		
<b>- Are regular health and safety inspections at worksites undertaken?</b>		
-If yes provide details		
<b>- Is there a procedure by which employees can report hazards at workplaces?</b>		
- If yes provide details		
<b>5. SHE Consultation</b>		
<b>- Is there a workplace SHE committee?</b>		
<b>- Are employees involved in decision making over SHE matters?</b>		
- If yes provide details		
<b>- Are there appointed SHE representatives?</b>		



- Comments		
<b>6. SHE Performance Monitoring</b>		
- Is there a system for recording and analysing health and safety performance statistics including injuries and incidents?		
- If yes provide details		
- Are employees regularly provided with information on company health and safety performance?		
- If yes provide details		
Is company registered with workmen's compensation and up to date?		
- If yes provide proof of letter of good standing		
- Has the company been fined or convicted of an occupational health and safety offence?		
- If yes provide details		

### Safety Performance Report

#### Monthly DIFR for previous months

Previous Year	No of Disabling Injuries	Total Number of employees	DIFR per month
Jan			
Feb			
Mar			
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			

**DIFR = Number of Disabling injuries x 200000 divided by number of manhours worked for the period**

Signed  
(Tender)

**Section 15****RFQ NUMBER CRAC-JHB-11446****SUPPLIER CODE OF CONDUCT**

Transnet aims to achieve the best value for money when buying or selling goods and/or 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 Procurement Procedures Manual [PPM];

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 [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 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.

1. *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 with 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 times when a Supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts [0800 003 056].



2. *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].

3. *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. Doing business with family members Having a financial interest in another company in our industry