



**TRANSNET FTREIGHT RAIL**, a division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

[Hereinafter referred to as **Transnet**]

**REQUEST FOR QUOTATION [RFQ]**

**RFQ NO: CRAC-JHB-12121**

**FOR THE PROVISION OF: RENOVATIONS AT CENTRAL TRAFFIC CONTROL (CTC)  
BUILDING, STANDERTON 02AH248J.**

**ISSUE DATE : 25 October 2013**

**COMPULSORY BRIEFING SESSION : 08 November 2013**  
**Standerton CTC (Next to KFC)**  
**Time: 10H30 AM**

**CLOSING DATE : 19 November 2013**

**CLOSING TIME : 10H30 AM**

**BID VALIDITY PERIOD: 90 days (28 FEBRUARY 2014)**

**FOR ANY RELATED TECHNICAL QUERIES, CONTACT SIBUSISO MAZIBUKO  
ON 082 445 4534**



**Section 1**  
**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:** [Hand / post and/or courier]

**CLOSING VENUE:** The Secretary: Transnet Acquisition Council, Ground Floor, Tender Box, Inyanda House 1, 21 Wellington Road, Parktown, Johannesburg, 2001.

**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 & SOCIO-ECONOMIC OBLIGATIONS**

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all South African business enterprises have an equal obligation to redress the imbalances of the past.

Transnet would therefore prefer to do business with local business enterprises who share these same values and who are prepared to contribute to meaningful B-BBEE initiatives [including, but not limited to subcontracting and Joint Ventures] as part of their tendered responses. Transnet will accordingly allow "preference" points to companies who provide a B-BBEE Accreditation Certificate. All procurement transactions will be evaluated accordingly.

Consequently, when Transnet invites prospective Service Providers to submit Proposals for its various expenditure programmes, it urges Respondents [*Large Enterprises and QSE's - see below*] to have themselves accredited in compliance with the Government Gazette No 34612, Notice No. 754 dated 23 September 2011. As from 1 October 2011 valid B-BBEE Accreditation Certificates must be issued by

Verification Agencies accredited by the South African National Accreditation System [**SANAS**]; or

Registered auditors approved by the Independent Regulatory Board of Auditors [**IRBA**], in accordance with the approval granted by the Department of Trade and Industry.

A Verification Certificate issued must reflect the weighted points attained by the measured entity for each element of the scorecard as well as the overall B-BBEE rating.



## 1.1 B-BBEE Rating

Enterprises will be rated by Verification Agencies or registered auditors based on the following:

**Large Enterprises** [i.e. annual turnover greater than R35 million]:

- Rating level based on all seven elements of the B-BBEE scorecard

**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

**Exempted Micro Enterprises – EME** [i.e. annual turnover less than R5 million]:

- EMEs are exempted from B-BBEE accreditation
- Automatic rating of Level 4 B-BBEE irrespective of race or ownership greater than 50% or Black Women ownership greater than 50% automatically qualify as Level 3 B-BBEE
- 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 and B-BBEE status level.
- Respondents are required to furnish proof of the above to Transnet. [i.e. a detailed scorecard as stipulated above in respect of Large Enterprises and QSEs, or a certificate in respect of EMEs].
- Transnet will accordingly allocate a maximum of 10/20 [ten/twenty] points in accordance with the 80/20 / 90/10 preference point system prescribed in the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations to the Respondent's final score based on an entity's B-BBEE scorecard rating. [Refer Annexure A for further details].
- N.B. Failure to submit a B-BBEE certificate, which is valid as at the Closing Date of this RFP, will result in a score of zero being allocated for B-BBEE.
- [Refer Section 4, Vendor Application Form, for Returnable Documents required]
- EME's should provide documentary proof of annual turnover [i.e. annual financials signed off by an accounting officer] plus proof of Black ownership if Black ownership is greater than 50% and/or Black Women ownership is greater than 50%

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



*N.B. Failure to do so will result in a score of zero being allocated for B-BBEE.*

**Turnover: Kindly indicate your entity's annual turnover for the past year: R\_\_\_\_\_**

**All Respondents must complete and return the B-BBEE Preference Points Claim Form attached hereto as Annexure A.**

### **Joint Ventures and Subcontractors**

In addition to the above, Respondents who wish to enter into a Joint Venture with, or subcontract portions of the contract to, B-BBEE entities must state in their RFPs, the percentage of the total contract value that will be allocated to such B-BBEE entities, should they be successful in being awarded any business. A rating certificate in respect of such B-BBEE JV-partners and/or subcontractor(s), as well as a breakdown of the distribution of the aforementioned percentage must also be furnished with the RFP response to enable Transnet to evaluate in accordance with the processes outlined in the B-BBEE Preference Points Claim Form.

Please note that a Respondent will not be awarded points for B-BBEE if it is indicated in its Proposal that such Respondent intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to an entity that does not qualify for at least the same points that the Respondent qualifies for, unless the intended subcontractor is an EME with the capability to execute the contract.

### **B-BBEE Registration**

In addition to the accreditation certificate, Transnet recommends that Respondents register their B-BBEE compliance and supporting documentation on the Department of Trade and Industry's [DTI] National B-BBEE IT Portal and Opportunities Network and provide Transnet with proof of registration in the form of an official B-BBEE Profile issued by the DTI.

Transnet would wish to use the DTI B-BBEE IT Portal as a data source for tracking B-BBEE compliance.

*For instructions to register and obtain a DTI B-BBEE Profile go to <http://bee.thedti.gov.za>*

### **3. Communication**

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



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

**Name: Samantha Mgwatyu**

**Telephone: (011) 584 0738**

**Email: [Samantha.mgwatyu@transnet.net](mailto:Samantha.mgwatyu@transnet.net)**

Quotations are requested from interested Respondents to supply the above-mentioned requirement to TRANSNET FREIGHT RAIL.

On or after **25/10/2013** the RFQ documents may be inspected at, and are obtainable from the office of TRANSNET Freight Rail Tender Advice Centre, Ground Floor, Inyanda 1, 21 Wellington Road, Parktown.

Tender document are collected for free.

For specific queries, please contact the TFR representative below.

- c) Respondents may also, at any time after the closing date of the RFQ, communicate with Secretary of the Transnet Acquisition Council. On any matter relating to its RFQ response:

Telephone 011 544 9486

Facsimile 011 774 9760

Email [Prudence.Nkabinde@transnet.net](mailto:Prudence.Nkabinde@transnet.net)

## 6 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].

## 5. Legal Compliance

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

## 6. Changes to Quotations

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



## 7. Pricing

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

## 8. PRICES SUBJECT TO CONFIRMATION

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

## 9. Negotiations

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

## 10. 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.

## 11. 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:

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DATE OF BREACH:

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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.

**12. Respondent’s Samples**

Only in cases when the Respondent submits a sample(s) of the goods / products / material quoted for, the sample(s) must be endorsed with the RFQ (CRAC- JHB 12121) to the above description and forwarded on or before (N/A) the deadline date to the following addresses: TRANSNET Freight Rail Tender Advice Centre, Ground Floor, Inyanda 1, 21 Wellington Road, Parktown.

**13. Evaluation Criteria**

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

Administrative responsiveness - Completeness of response and returnable documents

Substantive responsiveness – Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given Technical threshold of ...%:

STAGE 1



**Phase 1: Pre-qualification – Substantive Responsiveness, Mandatory document required, any bidder who fails to submit requested document will be subject to disqualification**

**Phase 2: Functionality / Quality Threshold minimum 100 points – bidder failing to meet threshold will be overlooked.**

- Competence. Provide a summarised CV's with sufficient details on previous experience, qualification and skills relevant of the experience.
- Availability of auditors
- Geographical presence in the area to be certified
- Accreditation status of the certification body
- Compliance to specification

**Commercial:**

- Competitive pricing

**B-BBEE status of company**

- Provide BBBEE level Certification and Score Card

Weighted evaluation based on 80/20 preference point system:

- 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

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

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

Where:

$P_s$  = Score for the Bid under consideration

$P_t$  = Price of Bid under consideration

$P_{min}$  = Price of lowest acceptable Bid

- 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>• B-BBEE Status Level of Contributor</b>	<b>• Number of points (90/10 system)</b>	<b>• Number of points (80/20 system)</b>
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<sup>1</sup> Only unconditional discounts will be taken into account during evaluation. A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment is effected.



• 1	• 10	• 20
• 2	• 9	• 18
• 3	• 8	• 16
• 4	• 5	• 12
• 5	• 4	• 8
• 6	• 3	• 6
• 7	• 2	• 4
• 8	• 1	• 2
• Non-compliant contributor	• 0	• 0

#### 14. Validity Period

Transnet desires a validity period of 90 [thirty] days from the closing date of this RFQ. This RFQ is valid until **27 February 2014**.

#### 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.

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

***Failure to provide all these Returnable Documents at the Closing Date and time of this RFQ may result in a Respondent's disqualification. Respondents are***



***therefore urged to ensure that all these Documents are returned with their Quotations.***

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 1 : Notice to Bidders	
<ul style="list-style-type: none"> <li>- 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</li> </ul>	
<ul style="list-style-type: none"> <li>- 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</li> </ul>	
<ul style="list-style-type: none"> <li>- In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement</li> </ul>	
SECTION 2 : Quotation Form	
SECTION 3: Vendor Application Form	
<ul style="list-style-type: none"> <li>• Original cancelled cheque or bank verification of banking details</li> </ul>	
<ul style="list-style-type: none"> <li>• Certified copies of IDs of shareholder/directors/members [as applicable]</li> </ul>	
<ul style="list-style-type: none"> <li>• Certified copy of Certificate of Incorporation [CM29/CM9 name change]</li> </ul>	
<ul style="list-style-type: none"> <li>• Certified copy of share certificates [CK1/CK2 if C.C.]</li> </ul>	
<ul style="list-style-type: none"> <li>• Entity's letterhead</li> </ul>	
<ul style="list-style-type: none"> <li>• Certified copy of VAT Registration Certificate [RSA entities only]</li> </ul>	
<ul style="list-style-type: none"> <li>• Certified copy of valid Company Registration Certificate [if applicable]</li> </ul>	
<ul style="list-style-type: none"> <li>• Original valid Tax Clearance Certificate [Consortia / Joint Ventures / Sub-contractors must submit a separate Tax Clearance Certificate for each party]</li> </ul>	
ANNEXURE A – B-BBEE Preference Points Claim Form	
ANNEXURE ..... : Technical Submission/Questionnaire	

**TRANSNET urges its clients and suppliers to report  
any fraud or corruption  
on the part of TRANSNET's employees to  
TIP-OFFS ANONYMOUS : 0800 003 056**



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

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

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

the Standard Terms and Conditions for the Supply of Goods or Services to Transnet [available on request]; and  
any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

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

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

**Price Schedule**

I/We quote as follows for the goods required, on a "delivered nominated destination" basis, excluding VAT: **[for SERVICES, attach a scope of work & pricing schedule]**

Item No	Description of Goods /Services	Quantity	Total Price (ZAR)
1	CTC STANDERTON 02AH248J RENOVATIONS		

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

**Notes to Pricing:**

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.



c) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

**2 REFERENCES**

Please indicate below the company names and contact details of existing customers whom Transnet may contact to seek third party evaluations of your current service levels:

NAME OF COMPANY	DESCRIPTION OF PROJECT	START /COMPLETION DATE	VALUE OF PROJECT	CONTACT PERSON	TELEPHONE

"PREVIEW COPY ONLY"





correspondence) together with Transnet’s letter of acceptance/intent, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

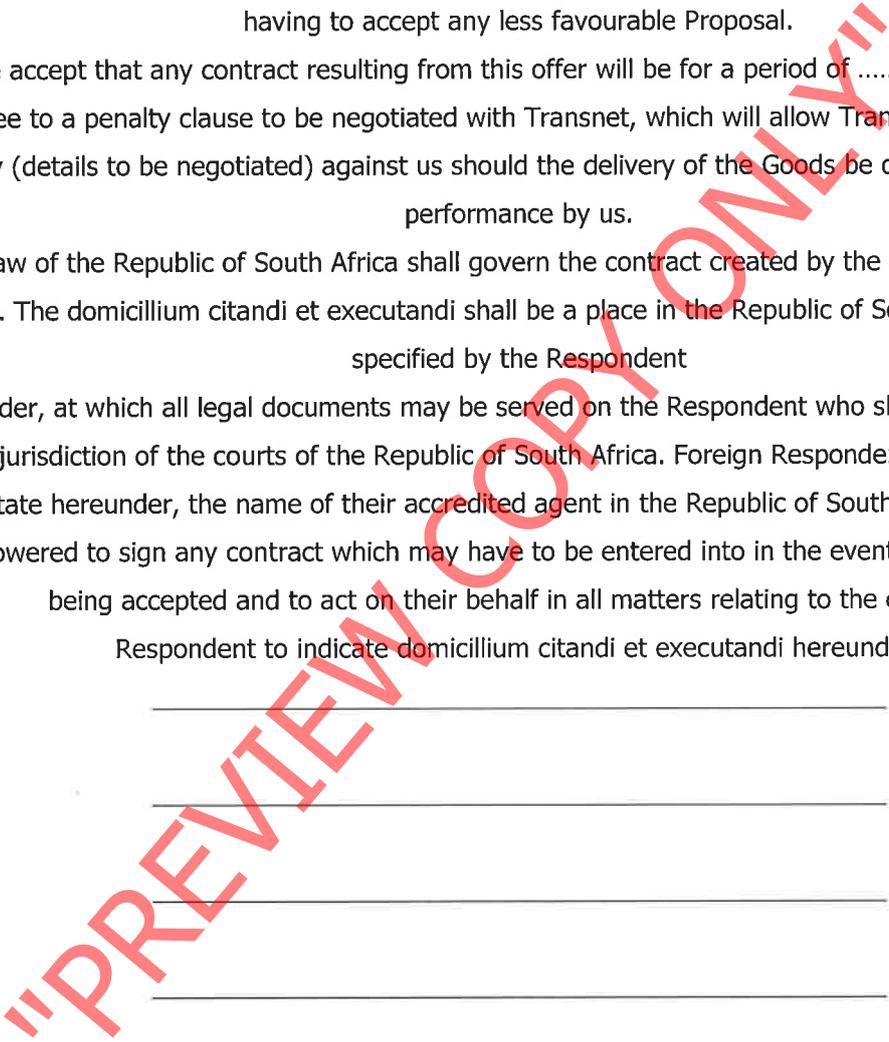
I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply of Goods within 4 (four) weeks, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

I/We accept that any contract resulting from this offer will be for a period of .....only; and agree to a penalty clause to be negotiated with Transnet, which will allow Transnet to invoke a penalty (details to be negotiated) against us should the delivery of the Goods be delayed due to non-performance by us.

The law of the Republic of South Africa shall govern the contract created by the acceptance of this RFP. The domicillium citandi et executandi shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, 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. Foreign Respondents shall, therefore, state hereunder, the name of their accredited agent in the Republic of South Africa who is empowered to sign any contract which may have to be entered into in the event of their Proposal being accepted and to act on their behalf in all matters relating to the contract.

Respondent to indicate domicillium citandi et executandi hereunder:

Four horizontal lines for text entry.





## NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract/s, the successful Respondent (the Supplier) will be informed of the acceptance of its Proposal. Unsuccessful Respondents will be advised in writing of the name of the successful Supplier and the reason as to why their Proposals have been unsuccessful, for example, in the category of price, delivery period, quality, BBBEE status or for any other reason.

## VALIDITY PERIOD

Transnet desires a validity period of 3 (three) months (from closing date) against this RFQ. It should be noted that Respondents may offer an earlier validity period, but that their Proposals may be disregarded for that reason. Should Respondents be unable to comply with this validity period, an alternative validity period must be stated hereunder:

This RFQ is valid until \_\_\_\_\_ (State alternative validity period/date).



**REQUEST FOR QUOTATION [RFQ]**

**NON-DISCLOSURE AGREEMENT**

entered into by and between

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

and

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

**CRAC-JHB-12121**

"PREVIEW COPY ONLY"

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"PREVIEW COPY ONLY"



**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**

• **INTERPRETATION**

In this Agreement:

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

- 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
  - 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
  - following such disclosure, becomes available to the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- **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.

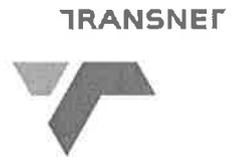
#### • **CONFIDENTIAL INFORMATION**

- 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.
- 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.
- Notwithstanding clause •o 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 •o 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 10 below.
  - In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 10 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 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.
  - 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.
- **RECORDS AND RETURN OF INFORMATION**
- The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.  
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.  
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.



The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause • above.

- **ANNOUNCEMENTS**

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.

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.

- **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.

- **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.

- **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.

- **PRIVACY AND DATA PROTECTION**

- 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.
- 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.



- **GENERAL**

- 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.
- 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.
- 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.
- This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 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.

"PREVIEW COPY ONLY"



**12.TENDER SITE MEETING:**

**A COMPULSORY site information meeting will be held at the following venue:**

**Venue : CTC STANDERTON 02AH248J close to KFC**  
**Time : 10H30**  
**Date : 08 NOVEMBER 2013**

**The site meeting is compulsory and companies not attending will not be considered during the tender awarding process.**

**Contact people on sites: (SIBUSISO Tel: 082 445 4534)**

**12.1. ATTENDANCE CERTIFICATE**

**This is to certify that.....**

**Representative/s of .....**

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

**Site information requirements**

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

.....  
**TENDERER'S REPRESENTATIVE**

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

**VERY IMPORTANT**

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

**SIGNATURE OF TENDERER:**

**Date:**

\_\_\_\_\_



<b>SCHEDULE OF WORK AND PRICES</b>				
	<u>QUANTITY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>AMOUNT</u>
<u>DESCRIPTION</u>	<u>Quantity</u>	<u>Unit</u>		
<b>CTC 02AH248J STANDERTON RENOVATION</b>				
1. Disconnect and remove old control cabinets as indicated by client/ pm	1	item		
2. Extend elevated flooring to wall in control room as existing, item include all material	28	m <sup>2</sup>		
3. Move cornice back to wall, re-fix and seal against wall with acrylic sealer that can be painted after wall and ceiling has been washed.	150	m		
4. Replace damage sections of gypsum/nutec ceiling panel to match existing ceiling finish. Item include repair holes in gypsum/nutec ceiling up to 200mm diameter.	5	m <sup>2</sup>		
5. Remove existing ceiling in CTC room, and on walls. Item include fixing and painting wall to match existing.	200	m <sup>2</sup>		
6. Supply and install new fisher type suspended ceiling with white tees and crosses in CTC room. Straps ceiling to be hilti nailed.	165	m <sup>2</sup>		
7. Prepare ceiling surface for painting. Wash rhino, Nutec or concrete ceilings with sugar soap. Fill all cracks and holes, sand existing ceiling paint to provide bonding for new paint. Rinse ceiling with clean water to remove sugar soap and sanding dust.	750	m <sup>2</sup>		
8. Paint ceiling 2 coats super acrylic Pva. Apply paint only after preparation as per attached specification.	750	m <sup>2</sup>		
<b>9. Interior and exterior walls</b>				
10. Repair cracks wider than 4mm up to 8mm, cracks will be opened clean out and filled with foam filler and then with poly cell medal or similar type filler and sanded to an uniform and smooth finish, ( this is include crack wider than 8mm see specification)	135	m		
11. Prepare walls for painting, wash smooth plaster walls with sugar soap, open cracks up to 4mm with sharp object. Fill cracks	530	m <sup>2</sup>		



and all holes, sand level and sand wall complete to provide bond for new paint. Rinse with clean water to remove all sanding dust				
12. Paint smooth plaster walls 2 coats dulux wash 'n wear or plascon double velvet silk finish paint. Apply paint only after preparation as per attached specification. colour: barely beige code 3h1-1	530	m <sup>2</sup>		
13. Wash clean face brick wall and, apply two coats brick dressing to face brick walls after all preparations, as specified, was done. Inside walls only.	120	m <sup>2</sup>		
<b>14. windows</b>				
15. Replace cracked or broken window panes clear, size 300mm x 450mm x 3mm. clean frame apply 1 coat anti rust paint. See attached detail specification. place sheet on floor or garden to catch all broken pieces of glass	5	ea		
16. replace cracked or broken clear safety 6.5mm thick window panes size m <sup>2</sup> thick as per attached specification	1	ea		
17. Paint previously painted window sills, Apply 2 coats stoep or floor paint. apply paint only after preparation as per attached specification has been done	1	job		
18. Paint previously painted window frame complete, with 1 coat universal undercoat and 2 coats Dulux water base pearl glo lockness code 311-5. Item includes removing all old paint from glass area and cleaning of glass. See detailed specifications. Window size 1.2m *1m	26	ea		
19. Provide new vertical blinds (Onica navy turquoise 10/5) 1.2m wide and 1m drop	26	ea		
20. Re-paint window bugler	16	ea		
<b>21. floor</b>				
22. remove carpet and vinyl floor tiles complete, clean floor from all adhesive and lay new carpet 500 x 500mm same as existing, as per attached specifications.	250	m <sup>2</sup>		
23. Repair crack floor in workshop. Cut cracks open at least 10mm wide and 50mm deep. Clean out cracks with clean water. Wet the cracks. Mix 1 bag dura grout p with 9l to 11l water fill the crack with the mix. leave	15	m		



for 30 minutes to set and finish it off level				
24. Lay ceramic tile skirting at stairs+ 100mm wide complete with ceramic tile edge strip on top edge, item include chip 80% of wall area for ceramic tile skirting and to apply key coat to chipped wall area 100mm wide	1	job		
25. lay 1st grade GN553 floor tiles in passage and on entrance stairs (use 10x6mm notched trowel) joints 5mm wide use only tylon porcelain tile adhesive or porcelain tile adhesive as approved by project manager. read attached	50	m <sup>2</sup>		
26. re-paint workshop 2 coats dulux or plascon same as existing	78	m <sup>2</sup>		
27. Paint skirting and quarter rounds complete. 1 coat undercoat and 2 coats Dulux pearlglo code 3h1-1 colour barley beige.75mm skirting x 1.0m=0.075 m2. 150mm skirting x 1.0m=0.150 m2. Paint only after preparation as per attached specification.	200	m		
<b>28. doors</b>				
29. Replace mortice lock door handle with heavy duty sabs approved mortice lock door handle	8	ea		
30. Replace damage entrance door gate with the mosquitos net, same as existing. Item include fitting material and varnishing both the door and frame. see spec	1	ea		
31. replace standard round rubber type door stop	4	ea		
32. Paint door completes sides, side edges, top edge undercoat and 2 coats dulux pearlglo river rock code 6j1-7. Do preparation before painting per spec. item include remove before paint and refit of handles	3	ea		
33. Varnish door complete sides, side edges and top edge, 3 coats varnish. Use exterior varnish on exterior side. Door 810mmx2.03m= 3.66m2. Door 750mmx2.03m= 3.42m2. Do preparations as per attached specifications. item include remove and re-fit of handle	22	ea		
<b>34. toilet area</b>				
35. Re-paint walls same as existing	30	m <sup>2</sup>		
36. Replace existing flash master valve for small type porcelain bowl urinal (item include the necessary fittings)	1	ea		



37. Replace whb complete with new cold and hot taps as well as chrome stop cock and flexi connectors and waste connected to existing sewer.	2	ea		
38. Replace existing damaged shower tap with new heavy pattern cobra under tile shower tap with star handle complete. item includes all necessary fittings, the opening of wall, repair of wall and tiles	1	ea		
39. replace shower mixer cobra 186-15 under tile	1	ea		
40. 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 removing existing door and frame	1	ea		
41. lay new GN553 floor tiles, after preparation	20	ea		
42. Remove existing wall tiles and retile with 200 x 200mm white glazed wall tiles – dove grey grouting. Item include fixing floor tile in ladies toilets	40	m <sup>2</sup>		
43. Fix loose shower door. Item include all fitting and materials	1	job		
<b>44. Roof</b>				
45. Replace loose roof screws with 90 mm coach type roof screws for ibr roof sheet with bond it washer. Do not over tighten new roof screws. NB. Any damage to roof sheets shall be repaired or the sheets be replaced by the contractor at his own expense.	350	ea		
46. Repair holes in corrugated iron roof to satisfaction of project manager with membrane and laycryl liquid water proofing	1	job		
47. 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 is 35 length x 12 width (area do not include roof sheet profile)	954	m <sup>2</sup>		
48. 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	954	m <sup>2</sup>		



include roof sheet profile) over coat time 4 hours. roof must be inspected and approved in site book, before painting can commence				
49. 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		
<b>50. facia/barge boards</b>				
51. Replace all facia same as existing(each = fixing point) item include ,replacing damage or missing fascia board section to match existing	106	m		
52. Replace all barge board with new barge board same as existing	40	m		
53. paint facia and barge board, steel /barge boards/ nutec-cement 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	146	m		
54. Wash outside ceilings with sugar soap. Fill all cracks and holes, sand existing ceiling paint to provide bonding for new paint. Rinse ceiling with clean water to remove sugar soap and sanding dust. and paint ceiling 2 coats super acrylic pva	106	m <sup>2</sup>		
55. Paint outside wall 2coat same as existing	70	m <sup>2</sup>		
<b>56. gutters/downpipes</b>				
57. provide and fit new white chromadec gutters complete with brackets incl. 10/ down pipes	106	m		
58. place precast concrete rainwater channel	10	ea		
59. 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		
60. Keep side clean	1	job		
61. Preliminary and general	1	job		
62. Health and safety	1	job		
	<b>Gross total</b>		<b>R</b>	
	<b>Add 14% VAT</b>		<b>R</b>	
	<b>Total Due</b>		<b>R</b>	

**SECTION 3****REQUEST FOR QUOTATION ("RFQ")****CRAC-JHB-12121****SCOPE OF WORK****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: Replace section of ceiling panel**  
Cut out damaged section as shown by project manager and fit new section to of ceiling to match the texture, finish and colour of existing ceiling. Fix cover strips or half rounds over joint to match ceiling finish. Cut damage section of ceiling, cut square and parallel to existing joints and brandering, fit additional brandering and cut new section of ceiling board to match existing board. Nail with clout nails or screw in place with chip board screws. Cover joints with cover strips and finish with filler as necessary.

**4. Work description: Repair hole in ceiling up to 200mm diameter**  
Repair hole in ceiling to match texture and finish of ceiling, Cut neat and straight square or rectangular hole in ceiling, cut wood board at least 50mm per side bigger than hole in ceiling, fit wood board in ceiling and screw to ceiling with chip board screws, cut patch section to fit neatly in hole and screw patch section to wood board with chip board screws and finish joint between patch and ceiling with filler and sand smooth to ceiling board level.

**5. 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.

6. **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.
7. **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

8. **Work description:** Repair cracks wall 5 TO 8 mm wide Cut away loose plaster with utility knife. Turn knife to make opening wider and cleaner lined. 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 smooth and level with all.
9. **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 prepared for painting, while painting is in progress or while paint is still wet.
10. **Work description: Remove loose paint and treat wall.**



Bonding liquid Solvent (often turpentine), transports resin into Rhino Lite plaster. When solvent evaporates, resin becomes hard stabilizing 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.

**10.1 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.

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

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

**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 tall professional adhesive or type approved by project manager. \*never use spot or blob methods. \*never butt joint tiles.



Glazed ceramic wall tile and fittings shall comply with (SABS 22). Tiles should be even in shape and size, free from cracks, twists or blemish and uniform in color. 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.

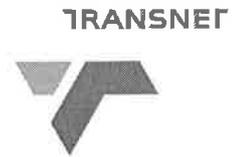
**WINDOWS INT AND EXT**

**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 Dulux Pearl glo. After painting, window-opening sections shall open and close easily. All Window handles, peg stays and sliding stays shall be removed to paint window. The Window handles, peg stays and sliding stays shall be removed, cleaned and re-fitted. Contractor shall be responsible for any lost window fittings.

**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.

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

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

**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 Dulux pearl glo.

**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 +- 150mm centers. Apply strips of clear silicone 15mm from 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 pearglo. 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 to 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 to 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. 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, oils 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 epider mix 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 2 1/2 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 cementation 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 manufacturer's 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 part 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 shelve 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, connecter, 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 gulley 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 Kal Aluminum or Wespeco or type approved by project manager. Install according to the manufacture's specifications.

**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 caps.



Provide a teach 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 White powder 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 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. 173, 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 purlin 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. NB! 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/DOWNPINES**

**90. Work description:** Fit chromadek seamless gutters inland and aluminum 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 must be removed, 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 cleaner lined. 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 will 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 Duluxpearlo paint

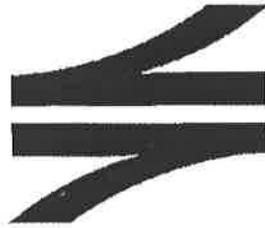
**114. Preliminary and general**

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****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.



**SPOORNET**

A DIVISION OF TRANSNET LIMITED

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**INFRASTRUCTURE PROPERTY TECHNICAL  
SPECIFICATION**

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**PROJECT SPECIFICATION FOR THE SUPPLY,  
INSTALLATION AND COMMISSIONING OF GENERAL  
ELECTRICAL WORKS TO BE INSTALLED AT  
STANDERTON CTC, Asset no – 02 AH 248.**

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SCHEDULE OF WORK AND PRICES

**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.**  
Act 85 of 1993 - OHS Act
- 4.2 Act 6 of 1983 - MOS Act

4.3 **South African Bureau of Standards:-**  
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 /poly 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 95.4 percent to 105 percent of the Nominal and equipment offered shall be suitable for 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.

**PROJECT SPECIFICATION**

**1.0 SCOPE**

1.1 This specification calls for the supply, installation and commissioning of air-conditioning equipment, Heatpump as well as General Electrical works to be completed at Leeuhoff Wagon Maintenance, Asset no: - 02 AH 248.

**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 248**

**Entrance**

The contractor is required to: -

4.1.1 Supply and install x3- 4 ft double tube Lascon Module 30 – 236SS/LLB (Low brightness louvre) fluorescent fitting with ECG and Osram, Phillips or GE cool white lamps complete.

4.1.2 Supply and install x1 energy saving bulkhead with 2D or PL9 Lamps.

**Room 1**

The contractor is required to: -

4.2.1 Supply and install x4- 4 ft double tube Lascon Module 30 – 236SS/LLB (Low brightness louvre) fluorescent fitting with ECG and Osram, Phillips or GE cool white lamps complete.

### Ladies Toilet

The contractor is required to: -

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

### Gents Toilet

The contractor is required to: -

- 4.4.1 Supply and install x3- 4 ft double tube splash proof fluorescent fitting with ECG and Osram, Phillips or GE cool white lamps complete.

### Room 2

The contractor is required to: -

- 4.5.1 Supply and install x2- 4 ft double tube Lascon Module 30 – 236SS/LLB (Low brightness louvre) fluorescent fitting with ECG and Osram, Phillips or GE cool white lamps complete.

### CTC

The contractor is required to: -

- 4.6.1 Supply and install x12- 4 ft tripple tube recessed fluorescent fitting with low brightness diffusers, ECG and Osram, Phillips or GE cool white lamps complete.
- 4.6.2 Supply and install in the place of and utilising the old power supplies, 6amp un switched socket outlets x12.
- 4.6.3 Supply and install a 3 lever light switch complete.
- 4.6.4 Rewire circuit so that there are 4 lights per circuit.
- 4.6.5 Supply and install 20 meters hammertone grey double channel power skirting with all bends and end caps complete.
- 4.6.6 The power supplies are to be obtained from the recessed socket outlets available.
- 4.6.7 Supply and install x12 socket outlets equally spaced along the length of power skirting.

### **Boardroom**

The contractor is required to: -

- 4.7.1 Supply and install x5- 4 ft double tube Lascon Module 30 – 236SS/LLB (Low brightness louvre) fluorescent fitting with ECG and Osram, Phillips or GE cool white lamps complete.

### **Signals**

The contractor is required to: -

- 4.8.1 Supply and install x12- 4 ft double tube open channel fluorescent fitting (Voltex telescopic) with ECG and Osram, Phillips or GE cool white lamps complete.
- 4.8.2 Supply and install x6- 4 ft double tube open channel emergency (50% for 1 Hour) fluorescent fitting (Voltex telescopic) with ECG and Osram, Phillips or GE cool white lamps complete.

### **Opposite CTC (Passage)**

The contractor is required to: -

- 4.9.1 Supply and install x3- 4 ft double tube Lascon Module 30 – 236SS/LLB (Low brightness louvre) fluorescent fitting with ECG and Osram, Phillips or GE cool white lamps complete.

### **Room A**

The contractor is required to: -

- 4.10.1 Supply and install x1- 4 ft double tube Lascon Module 30 – 236SS/LLB (Low brightness louvre) fluorescent fitting with ECG and Osram, Phillips or GE cool white lamps complete.

### **Servo Room**

The contractor is required to: -

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

### **Electrical Room**

The contractor is required to: -

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

### **Signals Workshop**

The contractor is required to: -

- 4.13.1 Supply and install x10- 4 ft double tube open channel fluorescent fitting (Voltex telescopic) with ECG and Osram, Phillips or GE cool white lamps complete.

### **Air con Plant room**

The contractor is required to:

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

### **CO2 room**

The contractor is required to: -

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

### **Outside under sprockets.**

The contractor is required to: -

- 4.15.1 Supply and install x8- 4 ft double tube splash proof fluorescent fitting with ECG and Osram, Phillips or GE cool white lamps complete.

### **Carport**

The contractor is required to: -

- 4.15.1 Supply and install x6- 4 ft double tube splash proof fluorescent fitting with ECG and Osram, Phillips or GE cool white lamps complete.

### **Security**

The contractor is required to: -

- 4.16.1 Supply and install x1 400watt M/H flood light complete.

### **Certificate of compliance**

The contractor is required to: -

- 4.17.1 Issue a COC complete.

**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 .....

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SCHEDULE OF REQUIREMENTS AND DEVIATIONS

Special requirements and deviations from the specifications

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**SCHEDULE OF WORK AND PRICES**

<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>AMOUNT</u>
<b>Asset no: - 02 AH 248</b>				
1) Supply and install 4 ft double tube Lascon Module 30 - 236SS/LLB Low brightness louvre) fluorescent fitting with ECG and Osram, Phillips or GE cool white lamps complete.	18	ea	R	R
2) Supply and install 4 ft 3 tube recessed fluorescent fittings with low brightness diffuser, ECG and osram, Phillips or GE cool white lamps complete.	12	ea	R	R
3) Supply and install 4 ft open channel fluorescent fittings (Voltex Telescopic) with ECG and Osram, Phillips or GE cool white lamps complete.	28	ea	R	R
4) Supply and install 4 ft open channel emergency (50% for 1 Hour) fluorescent fittings (Voltex Telescopic) with ECG and Osram, Phillips or GE cool white lamps complete.	6	ea	R	R
5) Supply and install 4 ft Splash proof fluorescent fittings with ECG and osram, Phillips or GE cool white lamps complete.	18	ea	R	R
6) Supply and install 2D/PL7 bulkhead.	1	ea	R	R
7) Supply and install 6 amp unswitched socket outlets.	12			
8) Supply and install hammertone grey double channel power skirting complete.	20	meters	R	R
9) Supply and install 400 watt M/H flood light and lamp complete.	1	ea	R	R
10) Certificate of Compliance	1	job	R	R
TOTAL: - _____				
14% VAT: - _____				
AMOUNT DUE: - _____				

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**Section 4  
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 [√]	CC	Trust	Pty/Ltd	Limited	Partnership	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		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	



**GENERAL BID CONDITIONS - SERVICES**

**[March 2012]**

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## 1 DEFINITIONS

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

- 1.1 **Bid or Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;
- 1.2 **Respondent(s)** shall mean a respondent/bidder to a Transnet Bid;
- 1.3 **RFP** shall mean Request for Proposal;
- 1.4 **RFQ** shall mean Request for Quotation;
- 1.5 **RFX** shall mean RFP and/or RFQ, as the case may be;
- 1.6 **Services** shall mean the services required by Transnet as specified in its Bid Document;
- 1.7 **Service Provider** shall mean the successful Respondent;
- 1.8 **Tax Invoice** shall mean the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;
- 1.9 **Transnet** shall mean Transnet SOC Ltd, a State Owned Company; and
- 1.10 **VAT** shall mean Value-Added Tax chargeable 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 procedures as laid down by Transnet and are to be strictly adhered to by any person or enterprise or company responding to this RFX.

## 3 LODGING OF BID DOCUMENTS

- 3.1 A Bid, which shall hereinafter include reference to an RFP or RFQ, shall be lodged with Transnet no later than the closing date and time specified for the receipt thereof, in accordance with the directions issued with Bid Documents.
- 3.2 Bids shall be transmitted in a sealed envelope and placed in the tender box at a venue stipulated in the Bid Documents with the Bid number and subject endorsed on the left hand bottom corner of the envelope.
- 3.3 The Respondent's return address must be stated on the reverse side of the sealed envelope.

## 4 USE OF BID FORMS

- 4.1 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 on office stationery bearing their own terms and conditions of contract; non-compliance with this conditions may result in the rejection of a Bid.
- 4.2 Respondents must note that the original Bid forms must be completed for submission and not a reprocessed facsimile thereof. Only if insufficient space has been allocated to a particular response

may a Respondent submit additional information under separate cover using the Company's letterhead and duly cross-referenced in the RFX.

## 5 RAISING OF A CHARGE FOR PLANS, SPECIFICATIONS AND BID FORMS

- 5.1 A non-refundable charge may be raised for Bid Documents, depending on the administrative cost of preparing and issuing the Bid Document.
- 5.2 If any of the drawings or specifications referred to in Bid Documents are the official publications of recognised standardising bodies, copies of such drawings and specifications shall be acquired by Respondents at their own expense.

## 6 DEFAULTS BY RESPONDENTS

- 6.1 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 in terms of clause 14 [*Contract Documents*], within such period as Transnet may specify; or
  - accept an order in terms of the Bid; or
  - when called upon to do so, furnish satisfactory security of the fulfilment of the contract in terms of clause 15 [*Securities*],

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 it in calling for new offers or in accepting a higher offer.

- 6.2 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 incorrect statement in the affidavit or certificate referred to in clause 12 [*Formal Notification Regarding Name of Successful Respondent*] and is unable to prove to the satisfaction of Transnet that
    - it made the statement in good faith honestly believing it to be correct; and

(ii) before making such statement, it took all reasonable steps to satisfy itself of its correctness; or

g) caused Transnet damage, or to incur costs in order to meet the Service Provider's requirements which could not be recovered from the Service Provider;

then a Bid from any such Respondent shall be disqualified and the person, enterprise or company [including any directors] shall, subject to clause 6.3 below, be disqualified from bidding for any Transnet business through its "blacklisting" process.

6.3 Any person or enterprise or company against whom a decision has been given under the provisions of clauses 6.2b), 6.2d) or 6.2e) above, may make representations to the Chief Operating Officer of Transnet Group, whose decision shall be final.

6.4 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 shall for avoidance of doubt also be applied to any agent or employee of the person or enterprise or company concerned.

## **7 CURRENCY**

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

## **8 EXCHANGE AND REMITTANCE**

The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Service Provider, effect payment overseas directly to the foreign principal or manufacturer of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents and any variation in the amount to be so paid, which may arise as a result of fluctuations in the rate of exchange involved, will be for the account of the Service Provider.

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

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

Transnet will not recognise any claim for adjustment of the order and/or contract price under clause 8.2 above, if the increase in price arises after the date on which the Services were to be completed, as set out in the order and/or contract, or any subsequent agreement between the parties.

## **9 ACCEPTANCE OF BID**

9.1 Transnet does not bind itself to accept the lowest or any Bid.

- 9.2 Transnet reserves the right to accept any Bid in whole or in part.
- 9.3 Upon the acceptance of a Bid by Transnet, the parties shall be bound by these General Bid Conditions and the Standard Terms and Conditions of Contract [Form ST&C – Services] and any schedule of “Special Conditions” or otherwise which form part of the Bid Documents.
- 9.4 Where the Respondent has been informed by Transnet per facsimile message or email of the acceptance of its Bid, the acknowledgement of the receipt transmitted shall be regarded as proof of delivery to the Respondent.

## **10 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.

## **11 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.

## **12 FORMAL NOTIFICATION REGARDING NAME OF SUCCESSFUL RESPONDENT**

In the case of Bids submitted to the Secretary of an Acquisition Council, unsuccessful Respondents will be formally notified of the names of successful Respondent(s) as soon as possible after the closing date for receipt of the Bid in question.

## **13 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 suppliers 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, may be disqualified.

## **14 CONTRACT DOCUMENTS**

- 14.1 The contract documents will comprise these General Bid Conditions and the Standard Terms and Conditions of Contract [Form ST&C – Services] and any schedule of “Special Conditions” or otherwise which form part of the Bid Documents.

- 14.2 These contract documents will constitute the contract between the parties upon receipt by the Respondent of Transnet's letter of acceptance / intent, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.

## **15 SECURITIES**

- 15.1 The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of a deed of suretyship [**Deed of Suretyship**] furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- 15.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.
- 15.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- 15.4 For the purpose of clause 15.1 above, Transnet will supply a Deed of Suretyship form to the successful Respondent for completion and no guarantee in any other form will be accepted. A copy of such form will be supplied to Respondents on request. For this purpose a Deed of Suretyship form will be provided which shall be completed and returned to Transnet or a designated official by the successful Respondent within 30 [thirty] days from the date of the letter of acceptance. No payment will be made until the form, duly completed, is delivered to Transnet. Failure to return the Deed of Suretyship within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Service Provider to cancel the contract with immediate effect.
- 15.5 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 15 will be for the account of the Service Provider.

## **16 PRICES SUBJECT TO CONFIRMATION**

- 16.1 A Bid with prices which are subject to confirmation will not be considered.
- 16.2 Bids where firm prices are quoted for the duration of any resulting order and or contract will receive precedence over prices which are subject to adjustment.

## **17 DELETION OF SERVICES EXCLUDED FROM BID**

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

## **18 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/Services 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) or Services concerned being excluded in the matter of the award of the business.

## 19 VALUE-ADDED TAX

- 19.1 In respect of local Services, i.e. Services to be provided by a South African company, the prices or fees quoted by the Respondent are to be exclusive of VAT which must be shown separately at the standard rate on the Service Provider's Tax Invoice.
- 19.2 In respect of Services to be provided by a foreign principal:
- a) the invoicing by the Service Provider on behalf of its foreign principal represents a service rendered by the principal;
  - b) 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

## 20 TERMS AND CONDITIONS OF BID

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

## 21 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT

### 21.1 Method of Payment

- a) The attention of the Respondent is directed to clause 10 [*Invoices and Payment*] of Form ST&C – Services, which sets out the conditions of payment on which Bid price(s) shall be based.
- b) However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.
- c) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.
- d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 21.1a) above. Failure to comply with clause 21.1a) above may preclude a Bid from further consideration.

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

### 21.2 Conditional Discount

Respondents offering prices which are subject to a conditional discount applicable for payment within a specific period are to note that the conditional period will be calculated as from the date of receipt by Transnet of the 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 as referred to in the contract or order. Incomplete and/or incorrect Tax Invoices shall be returned and the conditional period will be recalculated from the date of receipt of the correct documentation.

## **22 PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENT**

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

## **23 VISITS TO FOREIGN COUNTRIES**

- 23.1 Respondents must furnish details in a covering letter if it is considered necessary that employees of Transnet should carry out inspection and/or review any operational Services at the premises of the preferred Respondent or its subcontractors overseas for the purpose of a product demonstration and/or final acceptance or for any other reason.
- 23.2 If the Respondent considers overseas visits to be necessary it must provide the following information in a covering letter in respect of each proposed visit:
- a) countries and places to be visited;
  - b) number of employees and disciplines involved;
  - c) number of man-days involved; and
  - d) motivation for the visit.
- 23.3 Transnet will make all arrangements with regard to booking of air journeys, hotel reservations, transport to and from airports, places of inspection or demonstration, etc. and all expenses will be for the account of Transnet.
- 23.4 Before a visit is undertaken, such as envisaged in this clause 23, Transnet and the Respondent will agree in writing on the number of employees of Transnet that should undertake the visit and the number of man-days involved in the visit.

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

- 24.1 Bids submitted by foreign principals may be forwarded direct by the principals to the Secretary of the Acquisition Council or to a designated official of Transnet according to whichever officer is specified in the Bid Documents, or may be so forwarded on the principal's behalf by its South African representative or agent provided that written proof is submitted 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.
- 24.2 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.
- 24.3 South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of

the latter. In every such case a legal Power of Attorney from their principals must be furnished to Transnet by the South African representative or agents authorising them to enter into and sign such contract.

- a) Such Power of Attorney must comply with Government Notice No. 1160 of 27 June 1930 [and any amendments thereto] - "Rules of the Supreme Court of South Africa for the authentication of documents executed outside the Republic for use within the Republic."
- b) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.
- c) On arrival within the Republic of South Africa this Power of Attorney is to be completed in terms of Section 8(2) of the Stamp Duties Act No. 77 of 1968, or any amendment thereof.
- d) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.
- e) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi* as provided for in clause 26 [Addresses for Notices] of the Standard Conditions of Contract, Form ST&C - Services.

24.4 If payment is to be made in South Africa, the foreign Supplier [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [EFT]:

- a) funds are to be transferred to the credit of the foreign Supplier's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
- b) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.

24.5 The attention of the Respondent is directed to clause 15 above [Securities] regarding the provision of security for the fulfilment of contracts and orders and the manner and form in which such security is to be furnished.

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**STANDARD TERMS AND CONDITIONS OF CONTRACT  
FOR THE PROVISION OF SERVICES TO TRANSNET**

**FORM ST&C - SERVICES [March 2012]**

"PREVIEW COPY ONLY"

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## 1 INTRODUCTION

When an Agreement is entered into between Transnet SOC Ltd [**Transnet**] and the appointed supplier of Services to Transnet [**the Service Provider**], these Standard Terms and Conditions of Contract, the technical specifications for the Services, the General Bid Conditions, a Schedule of Requirements or Work Order including such special conditions as may be applicable, and any terms in the associated Bid Documents, exclusively govern the provision of Services by the Service Provider to Transnet.

## 2 DEFINITIONS

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

- 2.1 **AFSA** means the Arbitration Foundation of South Africa;
- 2.2 **Agreement** means the Agreement and its associated schedules and/or annexures and/or appendices, including the Work Order(s), specifications for the Services and such special conditions as shall apply to the Agreement, together with the General Tender Conditions and any additional provisions in the associated bid documents tendered by the Service Provider [as agreed in writing between the Parties], which collectively and exclusively govern the provision of Services by the Service Provider to Transnet;
- 2.3 **Background Intellectual Property** means all Intellectual Property introduced and required by either Party to give effect to their obligations under the Agreement owned in whole or in part by or licensed to either Party or their affiliates prior to the Commencement Date or developed after the Commencement Date otherwise pursuant to the Agreement;
- 2.4 **Business Day(s)** means Mondays to Fridays between 07:30 and 16:00, excluding public holidays as proclaimed in South Africa;
- 2.5 **Commencement Date** means [●], notwithstanding the signature date of the Agreement;
- 2.6 **Confidential Information** means any information or other data, whether in written, oral, graphic or in any other form such as in documents, papers, memoranda, correspondence, notebooks, reports, drawings, diagrams, discs, articles, samples, test results, prototypes, designs, plans, formulae, patents, or inventor's certificates, which a Party discloses or provides to the other Party [intentionally or unintentionally, or as a result of one Party permitting the representative of the other Party to visit any of its premises], or which otherwise becomes known to a Party, and which is not in the public domain and includes, without limiting the generality of the term:
- a) information relating to methods of operation, data and plans of the disclosing Party;
  - b) the contents of the Agreement;
  - c) private and personal details of employees or clients of the disclosing Party or any other person where an onus rests on the disclosing Party to maintain the confidentiality of such information;
  - d) any information disclosed by either Party and which is clearly marked as being confidential or secret;
  - e) information relating to the strategic objectives and planning of the disclosing Party relating to its existing and planned future business activities;

- f) information relating to the past, present and future research and development of the disclosing Party;
  - g) information relating to the business activities, business relationships, products, services, customers, clients and Subcontractors of the disclosing Party where an onus rests on the disclosing Party to maintain the confidentiality of such information;
  - h) information contained in the software and associated material and documentation belonging to the disclosing Party;
  - i) technical and scientific information, Know-How and trade secrets of a disclosing Party including inventions, applications and processes;
  - j) Copyright works;
  - k) commercial, financial and marketing information;
  - l) data concerning architecture, demonstrations, tools and techniques, processes, machinery and equipment of the disclosing Party;
  - m) plans, designs, concepts, drawings, functional and technical requirements and specifications of the disclosing Party;
  - n) information concerning faults or defects in goods, equipment, hardware or software or the incidence of such faults or defects; and
  - o) information concerning the charges, Fees and / or costs of the disclosing Party or its authorised Subcontractors, or their methods, practices or service performance levels actually achieved;
- 2.7 **Copyright** means the right in expressions, procedures, methods of operations or mathematical concepts, computer program codes, compilations of data or other material, literary works, musical works, artistic works, sound recordings, broadcasts, program carrying signals, published editions, photographic works, or cinematographic works of the copyright owner to do or to authorise the doing of certain acts specified in respect of the different categories of works;
- 2.8 **Default** means any breach of the obligations of either Party [including but not limited to fundamental breach or breach of a fundamental term] or any Default, act, omission, negligence or statement of either Party, its employees, agents or Subcontractors in connection with or in relation to the subject of the Agreement and in respect of which such Party is liable to the other;
- 2.9 **Deliverable(s)** means any and all works of authorship, products and materials developed, written, prepared, assembled, integrated, modified or provided by the Service Provider in relation to the Services;
- 2.10 **Designs** mean registered Designs and/or Design applications and will include the monopoly right granted for the protection of an independently created industrial design including designs dictated essentially by technical or functional considerations as well as topographies of integrated circuits and integrated circuits;
- 2.11 **Fee(s)** shall mean the agreed Fees for the Services to be purchased from the Service Provider by Transnet, as detailed in the Work Order(s), issued in accordance with the Agreement, as amended by mutual agreement between the Parties and in accordance with the provisions of the Agreement from time to time;

- 2.12 **Foreground Intellectual Property** means all Intellectual Property developed by either Party pursuant to the Agreement;
- 2.13 **Intellectual Property** means Patents, Designs, Know-How, Copyright and Trade Marks and all rights having equivalent or similar effect which may exist anywhere in the world and includes all future additions and improvements to the Intellectual Property;
- 2.14 **Know-How** means all Confidential Information of whatever nature relating to the Intellectual Property and its exploitation as well as all other Confidential Information generally relating to Transnet's field of technology, including technical information, processing or manufacturing techniques, Designs, specifications, formulae, systems, processes, information concerning materials and marketing and business information in general;
- 2.15 **Materials** means the Deliverables, the Service Provider Materials and the Third Party Materials;
- 2.16 **Parties** mean the Parties to the Agreement together with their subsidiaries, divisions, business units, successors-in-title and their assigns;
- 2.17 **Party** means either one of these Parties;
- 2.18 **Patents** mean registered Patents and Patent applications, once the latter have proceeded to grant, and includes a right granted for any inventions, products or processes in all fields of technology;
- 2.19 **Permitted Purpose** means any activity or process to be undertaken or supervised by Personnel or employees of one Party during the term of the Agreement, for which purpose authorised disclosure of the other Party's Confidential Information or Intellectual Property is a prerequisite in order to enable such activity or process to be accomplished;
- 2.20 **Personnel** means any partner, employee, agent, consultant, independent associate or supplier, Subcontractor and the staff of such Subcontractor, or other authorised representative of either Party;
- 2.21 **Purchase Order(s)** means official orders issued by an operating division of Transnet to the Service Provider for the provision of Services;
- 2.22 **Service(s)** means [●], the Service(s) provided to Transnet by the Service Provider, pursuant to the Work Order(s) in terms of the Agreement;
- 2.23 **Service Level Agreement** or **SLA** means the processes, deliverables, key performance indicators and performance standards relating to the Services to be provided by the Service Provider;
- 2.24 **Subcontract** means any contract or agreement or proposed contract or agreement between the Service Provider and any third party whereby that third party agrees to provide to the Service Provider the Services or any part thereof;
- 2.25 **Subcontractor** means the third party with whom the Service Provider enters into a Subcontract;
- 2.26 **Service Provider Materials** means all works of authorship, products and materials [including, but not limited to, data, diagrams, charts, reports, specifications, studies, inventions, software, software development tools, methodologies, ideas, methods, processes, concepts and techniques] owned by, or licensed to, the Service Provider prior to the Commencement Date or independently developed by the Service Provider outside the scope of the Agreement at no expense to Transnet, and used by the Service Provider in the performance of the Services;

- 2.27 **Tax Invoice** means the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;
- 2.28 **Third Party Material** means software, software development tools, methodologies, ideas, methods, processes, concepts and techniques owned by, or licensed to a third party and used by the Service Provider in the performance of the Services;
- 2.29 **Trade Marks** mean registered Trade Marks and trade mark applications and includes any sign or logo, or combination of signs and/or logos capable of distinguishing the goods or services of one undertaking from those of another undertaking;
- 2.30 **VAT** means Value-Added Tax chargeable in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time; and
- 2.31 **Work Order(s)** means a detailed scope of work for a Service required by Transnet, including timeframes, Deliverable, Fees and costs for the supply of the Service to Transnet, which may be appended to the Agreement from time to time.

### 3 INTERPRETATION

- 3.1 Clause headings in the Agreement are included for ease of reference only and do not form part of the Agreement for the purposes of interpretation or for any other purpose. No provision shall be construed against or interpreted to the disadvantage of either Party hereto by reason of such Party having or being deemed to have structured or drafted such provision.
- 3.2 Any term, word, acronym or phrase used in the Agreement, other than those defined under the clause heading "Definitions" shall be given its plain English meaning, and those terms, words, acronyms, and phrases used in the Agreement will be interpreted in accordance with the generally accepted meanings accorded thereto.
- 3.3 A reference to the singular incorporates a reference to the plural and *vice versa*.
- 3.4 A reference to natural persons incorporates a reference to legal persons and *vice versa*.
- 3.5 A reference to a particular gender incorporates a reference to the other gender.

### 4 NATURE AND SCOPE

- 4.1 The Agreement is an agreement under the terms and conditions of which the Service Provider will arrange for the provision to Transnet of the Services which meet the requirements of Transnet, the delivery of which Services is controlled by means of Purchase Orders to be issued by Transnet and executed by the Service Provider, in accordance with the Agreement.
- 4.2 Such Purchase Orders shall be agreed between the Parties from time to time, subject to the terms of the relevant Work Order(s).
- 4.3 Each properly executed Purchase Order forms an inseparable part of the Agreement as if it were fully incorporated into the body of the Agreement.
- 4.4 During the period of the Agreement, both Parties can make written suggestions for amendments to the Work Order(s), in accordance with procedures set out in clause 28 [*Amendment and Change Control*] below. A Party will advise the other Party within 14 [fourteen] Business Days, or such other period as mutually agreed, whether the amendment is acceptable.
- 4.5 Insofar as any term, provision or condition in the Work Order(s) conflicts with a like term, provision or condition in the Agreement and/or a Purchase Order, or where the Agreement is

silent on the matter, the term, provision or condition in this Master Agreement shall prevail, unless such term or provision or condition in this Master Agreement has been specifically revoked or amended by mutual written agreement between the Parties.

- 4.6 Time will be of the essence and the Service Provider will perform its obligations under the Agreement in accordance with the timeframe(s) [if any] set out in the relevant schedule, save that the Service Provider will not be liable under this clause if it is unable to meet such obligation within the time required as a direct result of any act or omission by Transnet and it has used its best endeavours to advise Transnet of such act or omission. In the event of such delay, any time deadlines detailed in the relevant schedule shall be extended by a period equal to the period of that delay.

## 5 AUTHORITY OF PARTIES

- 5.1 Nothing in the Agreement will constitute or be deemed to constitute a partnership between the Parties, or constitute or be deemed to constitute the Parties as agents or employees of one another for any purpose or in any form whatsoever.
- 5.2 Neither Party shall be entitled to, or have the power or authority to enter into an agreement in the name of the other; or give any warranty, representation or undertaking on the other's behalf; or create any liability against the other or bind the other's credit in any way or for any purpose whatsoever.

## 6 WARRANTIES

- 6.1 The Service Provider warrants to Transnet that:
- a) it has full capacity and authority to enter into and to perform the Agreement and that the Agreement is executed by a duly authorised representatives of the Service Provider;
  - b) it will discharge its obligations under the Agreement and any annexure, appendix or schedule hereto with all due skill, care and diligence;
  - c) it will be solely responsible for the payment of remuneration and associated benefits, if any, of its Personnel and for withholding and remitting income tax for its Personnel in conformance with any applicable laws and regulations;
  - d) it will procure licences for Transnet in respect of all Third Party Material detailed in the Work Order(s), and will procure the right for Transnet to take such copies [in whole or in part] of such Third Party Materials as it may reasonably require for the purposes of back-up for archiving and disaster recovery; and
  - e) the use or possession by Transnet of any Materials will not subject Transnet to any claim for infringement of any Intellectual Property Rights of any third party.
- 6.2 The Service Provider warrants that it will perform its obligations under the Agreement in accordance with the Service Levels as defined in the relevant schedule. Transnet may at its discretion audit compliance with the Service Levels, provided that any such audit is carried out with reasonable prior notice and in a reasonable way so as not to have an adverse effect on the performance of the Services. Without prejudice to clause 6.3 below, in the event that the Service Provider fails to meet the Service Levels, Transnet may claim appropriate service credits or invoke a retention of Fees as detailed in the relevant schedule and/or Work Order.

- 6.3 The Service Provider warrants that for a period of 90 [ninety] days from Acceptance of the Deliverables they will, if properly used, conform in all material respects with the requirements set out in the relevant schedule. The Service Provider will at its expense remedy any such non-conformance as soon as possible but in any event within 30 [thirty] days of notification by Transnet. In the event that the Service Provider fails or is unable to remedy such non-conformance within such time-scale, Transnet will be entitled to employ a third party to do so in place of the Service Provider and any excess charges or costs incurred by Transnet as a result shall be paid by the Service Provider.
- 6.4 The Service Provider will remedy any defect within 30 [thirty] days of being notified of that defect by Transnet in writing.
- 6.5 The Service Provider will not be liable to remedy any problem arising from or caused by any modification made by Transnet to the Deliverables, or any part thereof, without the prior approval of the Service Provider.
- 6.6 The Service Provider shall advise Transnet of the effects of any steps proposed by Transnet pursuant to clause 6.5 above, including but not limited to any cost implications or any disruption or delay in the performance of the Services. The Parties agree that any changes to the Services, including the charges for the Services or any timetables for delivery of the Services, will be agreed in accordance with the change control procedure, as set out in clause 28 [Amendment and Change Control].
- 6.7 The Service Provider warrants that:
- a) it has, using the most up-to-date software available, tested for [and deleted] all commonly known viruses in the Materials and for all viruses known by the Service Provider at the date of the relevant Work Order; and
  - b) at the time of delivery to Transnet, the Materials do not contain any trojan horse, worm, logic bomb, time bomb, back door, trap door, keys or other harmful components.
- The Service Provider agrees that, in the event that a virus is found, it will at its own expense use its best endeavours to assist Transnet in reducing the effect of the virus and, particularly in the event that a virus causes loss of operational efficiency or loss of data, to assist Transnet to the same extent to mitigate such losses and to restore Transnet to its original operating efficiency.
- 6.8 The Service Provider undertakes to comply with South Africa's general privacy protection in terms of the Bill of Rights [Section 14] in connection with the Agreement and shall procure that its Personnel shall observe the provisions of Section 14 [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.
- 6.9 The Service Provider warrants that it has taken all reasonable precautions to ensure that, in the event of a disaster, the impact of such disaster on the ability of the Service Provider to comply with its obligations under the Agreement will be reduced to the greatest extent possible, and that the Service Provider shall ensure that it has appropriate, tested and documented recovery arrangements in place.
- 6.10 In compliance with the National Railway Safety Regulator Act, 16 of 2002, the Service Provider shall ensure that the Services, to be supplied to Transnet under the terms and conditions of the Agreement, comply fully with the specifications as set forth in Schedule 1 hereto, and shall thereby adhere [as applicable] to railway safety requirements and/or regulations. Permission for

the engagement of a Subcontractor by the Service Provider [as applicable] shall be subject to a review of the capability of the proposed Subcontractor to comply with the specified railway safety requirements and/or regulations. The Service Provider and/or its Subcontractor shall grant Transnet access, during the term of the Agreement, to review any safety-related activities, including the coordination of such activities across all parts of its organisation.

## **7 TRANSNET'S OBLIGATIONS**

- 7.1 Transnet undertakes to promptly comply with any reasonable request by the Service Provider for information, including information concerning Transnet's operations and activities, that relates to the Services as may be necessary for the Service Provider to perform the Services, but for no other purpose. However, Transnet's compliance with any request for information is subject to any internal security rules and requirements and subject to the observance by the Service Provider of its confidentiality obligations under the Agreement.
- 7.2 The Service Provider shall give Transnet reasonable notice of any information it requires in accordance with clause 7.1 above.
- 7.3 Subject to clause 13 [*Service Provider's Personnel*], Transnet agrees to provide the Service Provider or its Personnel such access to and use of its facilities as is necessary to allow the Service Provider to perform its obligations under the Agreement.

## **8 GENERAL OBLIGATIONS OF THE SERVICE PROVIDER**

- 8.1 The Service Provider shall:
  - a) respond promptly to all complaints and enquiries from Transnet;
  - b) inform Transnet immediately of any dispute or complaint arising in relation to the provision of the Services;
  - c) conduct its business in a professional manner that will reflect positively upon the Service Provider and the Service Provider's Services;
  - d) keep full records clearly indicating all transactions concluded by the Service Provider relating to the performance of the Services and keep such records for at least 5 [five] years from the date of each such transaction;
  - e) obtain, and at all times maintain in full force and effect, any and all licences, permits and the like required under applicable laws for the provision of the Services and the conduct of the business and activities of the Service Provider;
  - f) observe and ensure compliance with all requirements and obligations as set out in the labour and related legislation of South Africa, including the Occupational Health and Safety Act, 85 of 1993;
  - g) comply with all applicable environmental legislation and regulations, and demonstrate sound environmental policies, management and performance; and
  - h) ensure the validity of all renewable certifications, including but not limited to its Tax Clearance Certificate and B-BBEE Accreditation Certificate, for the duration of the Agreement. Should the Service Provider fail to present Transnet with such renewals as they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the Agreement, to terminate the Agreement forthwith without any

liability and without prejudice to any claims which Transnet may have for damages against the Service Provider.

**8.2 The Service Provider acknowledges and agrees that it shall at all times:**

- a) render the Services and perform all its duties with honesty and integrity;
- b) communicate openly and honestly with Transnet and demonstrate a commitment to performing the Services timeously, efficiently and to the required standards;
- c) endeavour to provide the highest possible standards of service and professionalism, with a reasonable degree of care and diligence;
- d) use its best endeavours and make every diligent effort to meet agreed deadlines;
- e) treat its own Personnel, as well as all Transnet's officers, employees, agents and consultants, with fairness and courtesy and respect for their human rights;
- f) practice and promote its own internal policies aimed at prohibiting and preventing unfair discrimination [as further referred to in clause 22 – *Equality and Diversity*];
- g) treat all enquiries from Transnet in connection with the Services with courtesy and respond to all enquiries promptly and efficiently. Where the Service Provider is unable to comply with the provisions of this clause, the Service Provider will advise Transnet of the delay and the reasons therefor and will keep Transnet informed of progress made regarding the enquiry;
- h) when requested by Transnet, provide clear and accurate information regarding the Service Provider's own policies and procedures, excluding Know-How and other Confidential Information, except where a non-disclosure undertaking has been entered into between the Parties;
- i) not allow a conflict of interest to develop between its own interests [or the interests of any of its other customers] and the interests of Transnet;
- j) not accept or offer, nor allow, induce or promote the acceptance or offering of any gratuity, enticement, incentive or gift that could reasonably be regarded as bribery or an attempt to otherwise exert undue influence over the recipient;
- k) not mislead Transnet or its officers, employees and stakeholders, whether by act or omission;
- l) not otherwise act in an unethical manner or do anything which could reasonably be expected to damage or tarnish Transnet's reputation or business image; and
- m) immediately report to Transnet any unethical, fraudulent or otherwise unlawful conduct of which it becomes aware in connection with Transnet or the provision of Services.

**9 FEES AND EXPENSES**

9.1 In consideration of the provision of the Services, Transnet will pay to the Service Provider the Fees detailed in the relevant schedule or Work Order.

9.2 Transnet will not be invoiced for materials used in the provision of the Services save for those materials [if any] set out in the Work Order and accepted by Transnet or in any relevant Work Order [which will be invoiced to Transnet at cost].

- 9.3 Unless otherwise agreed in a schedule or Work Order, Transnet will reimburse to the Service Provider all reasonable and proper expenses incurred directly and solely in connection with the provision of the Services, provided that all such expenses:
- a) are agreed by Transnet in advance;
  - b) are incurred in accordance with Transnet's standard travel and expenses policies;
  - c) are passed on to Transnet at cost with no administration fee; and
  - d) will only be reimbursed if supported by relevant receipts.
- 9.4 All Tax Invoices relating to Fees, out of pocket expenses and, if applicable, travel and accommodation costs, will provide the detail for each of the Personnel carrying out the Services and incurring the expenses, and the Tax Invoice will, where appropriate, include VAT as a separate item.

## 10 INVOICING AND PAYMENT

- 10.1 Transnet shall pay the Service Provider the amounts stipulated in the relevant schedule or Work Order, subject to the terms and conditions of the Agreement.
- 10.2 Transnet shall pay such amounts to the Service Provider, upon receipt of a correct and undisputed Tax Invoice together with the supporting documentation as specified in the Work Order appended hereto, once the undisputed Tax Invoices, or such portion of the Tax Invoices which are undisputed become due and payable to the Service Provider for the provision of the Services, in terms of clause 10.4 below.
- 10.3 All Fees and other sums payable under the Agreement are exclusive of VAT, which will be payable at the applicable rate.
- 10.4 Unless otherwise provided for in the Work Order(s) appended to the Agreement, Tax Invoices shall be submitted together with a month-end statement. Payment against such month-end statement shall be made by Transnet within 30 [thirty] days after date of receipt by Transnet of the statement together with all undisputed Tax Invoices and supporting documentation.
- 10.5 Where the payment of any Tax Invoice, or any part thereof which is not in dispute, is not made in accordance with this clause 10, the Service Provider shall be entitled to charge interest on the outstanding amount, at The Standard Bank of South Africa's prime rate of interest in force, for the period from the due date of payment until the outstanding amount is paid.

## 11 FEE ADJUSTMENTS

- 11.1 Fees for Services rendered in terms of the Agreement shall be subject to review as indicated in the Work Order(s) annexed hereto from time to time.
- 11.2 No less than 2 [two] months prior to any proposed Fee adjustment, the Parties shall commence negotiations for Fees for the next period or as otherwise indicated and appended hereto.
- 11.3 Should Transnet and the Service Provider fail to reach an agreement on Fees for the successive period, either Party shall be entitled to submit this matter to dispute resolution in accordance with clause 25 of this Master Agreement [*Dispute Resolution*].

## 12 INTELLECTUAL PROPERTY RIGHTS

### 12.1 Title to Confidential Information

- a) Transnet will retain all right, title and interest in and to its Confidential Information and Background Intellectual Property and the Service Provider acknowledges that it has no claim of any nature in and to the Confidential Information and Background Intellectual Property that is proprietary to Transnet. For the avoidance of doubt, all the Service Provider's Background Intellectual Property shall remain vested in the Service Provider.
- b) Transnet shall grant to the Service Provider an irrevocable, royalty free, non-exclusive licence to use Transnet's Background Intellectual Property only for the Permitted Purpose. This license shall not permit the Service Provider to sub-license to other parties.
- c) The Service Provider shall grant to Transnet an irrevocable, royalty free, non-exclusive licence to use the Service Provider's Background Intellectual Property for the Permitted Purpose. This licence shall not permit Transnet to sub-license to other parties.
- d) The Service Provider shall grant Transnet access to the Service Provider's Background Intellectual Property on terms which shall be *bona fide* negotiated between the Parties for the purpose of commercially exploiting the Foreground Intellectual Property, to the extent that such access is required.

### 12.2 Title to Intellectual Property

- a) All right, title and interest in and to Foreground Intellectual Property prepared, conceived or developed by the Service Provider, its researchers, agents and employees shall vest in Transnet and the Service Provider acknowledges that it has no claim of any nature in and to the Foreground Intellectual Property. The Service Provider shall not at any time during or after the termination or cancellation of the Agreement dispute the validity or enforceability of such Foreground Intellectual Property, or cause to be done any act or anything contesting or in any way impairing or tending to impair any part of that right, title and interest to any of the Foreground Intellectual Property and shall not counsel or assist any person to do so.
- b) Transnet shall be entitled to seek protection in respect of the Foreground Intellectual Property anywhere in the world as it shall decide in its own absolute discretion and the Service Provider shall reasonably assist Transnet in attaining and maintaining protection of the Foreground Intellectual Property.
- c) Where the Foreground Intellectual Property was created by the Service Provider or its researchers, agents and employees and where Transnet elects not to exercise its option to seek protection or decides to discontinue the financial support of the prosecution or maintenance of any such protection, Transnet shall notify the Service Provider who shall have the right of first refusal to file or continue prosecution or maintain any such applications and to maintain any protection issuing on the Foreground Intellectual Property.
- d) No consideration shall be paid by Transnet to the Service Provider for the assignment of any Foreground Intellectual Property from the Service Provider to Transnet, over and above the sums payable in terms of the Agreement. The Service Provider undertakes to

sign all documents and do all things as may be necessary to effect, record and perfect the assignment of the Foreground Intellectual Property to Transnet.

- e) Subject to anything contrary contained in the Agreement and/or the prior written consent of Transnet [which consent shall not be unreasonably withheld or delayed], the Service Provider shall under no circumstances be entitled as of right, or to claim the right, to use Transnet's Background Intellectual Property and/or Foreground Intellectual Property.

### 12.3 Title to Improvements

Any improvements, developments, adaptations and/or modifications to the Foreground Intellectual Property, and any and all new inventions or discoveries, based on or resulting from the use of Transnet's Background Intellectual Property and/or Confidential Information shall be exclusively owned by Transnet. The Service Provider shall disclose promptly to Transnet all such improvements, developments, adaptations and/or modifications, inventions or discoveries. The Service Provider hereby undertakes to sign all documents and do all things as may be necessary to effect, record and perfect the assignment of such improvements, developments, adaptations and/or modifications, inventions or discoveries to Transnet and the Service Provider shall reasonably assist Transnet in attaining, maintaining or documenting ownership and/or protection of the improved Foreground Intellectual Property.

### 12.4 Unauthorised Use of Confidential Information

The Service Provider shall not authorise any party to act on or use in any way any Confidential Information belonging to Transnet whether or not such party is aware of such Confidential Information, and shall promptly notify Transnet of the information if it becomes aware of any party so acting, and shall provide Transnet the information with such assistance as Transnet reasonably requires, at Transnet's cost and expense, to prevent such third party from so acting.

### 12.5 Unauthorised Use of Intellectual Property

- a) The Service Provider agrees to notify Transnet in writing of any conflicting uses of, and applications of registrations of Patents, Designs and Trade Marks or any act of infringement, unfair competition or passing off involving the Intellectual Property of Transnet of which the Service Provider acquires knowledge and Transnet shall have the right, as its own option, to proceed against any party infringing its Intellectual Property.
- b) It shall be within the sole and absolute discretion of Transnet to determine what steps shall be taken against the infringer and the Service Provider shall co-operate fully with Transnet, at Transnet's cost, in whatever measure including legal action to bring any infringement of illegal use to an end.
- c) The Service Provider shall cooperate to provide Transnet promptly with all relevant ascertainable facts.
- d) If proceedings are commenced by Transnet alone, Transnet shall be responsible for all expenses but shall be entitled to all damages or other award arising out of such proceedings. If proceedings are commenced by both Parties, both Parties will be responsible for the expenses and both Parties shall be entitled to damages or other award arising out of proceedings.

### **13 SERVICE PROVIDER'S PERSONNEL**

- 13.1 The Service Provider's Personnel shall be regarded at all times as employees, agents or Subcontractors of the Service Provider and no relationship of employer and employee shall arise between Transnet and any Service Provider Personnel under any circumstances regardless of the degree of supervision that may be exercised over the Personnel by Transnet.
- 13.2 The Service Provider warrants that all its Personnel will be entitled to work in South Africa or any other country in which the Services are to be performed.
- 13.3 The Service Provider will ensure that its Personnel comply with all reasonable requirements made known to the Service Provider by Transnet concerning conduct at any Transnet premises or any other premises upon which the Services are to be performed [including but not limited to security regulations, policy standards and codes of practice and health and safety requirements]. The Service Provider will ensure that such Personnel at all times act in a lawful and proper manner in accordance with these requirements.
- 13.4 Transnet reserves the right to refuse to admit or to remove from any premises occupied by or on behalf of it, any Service Provider Personnel whose admission or presence would, in the reasonable opinion of Transnet, be undesirable or who represents a threat to confidentiality or security or whose presence would be in breach of any rules and regulations governing Transnet's Personnel, provided that Transnet notifies the Service Provider of any such refusal [with reasons why]. The reasonable exclusion of any such individual from such premises shall not relieve the Service Provider from the performance of its obligations under the Agreement.
- 13.5 The Service Provider agrees to use all reasonable endeavours to ensure the continuity of its Personnel assigned to perform the Services. If any re-assignment by the Service Provider of those Personnel is necessary, or if Transnet advises that any such Personnel assigned are in any respect unsatisfactory, including where any such Personnel are, or are expected to be or have been absent for any period, then the Service Provider will promptly supply a replacement of equivalent calibre and experience, and any such replacement shall be approved by Transnet prior to commencing provision of the Services, such approval not to be unreasonably withheld or delayed.

### **14 LIMITATION OF LIABILITY**

- 14.1 Neither Party excludes or limits liability to the other Party for:
- a) death or personal injury due to negligence; or
  - b) fraud.
- 14.2 The Service Provider shall indemnify and keep Transnet indemnified from and against liability for damage to any Transnet property [whether tangible or intangible] or any other loss, costs or damage suffered by Transnet to the extent that it results from any act of or omission by the Service Provider or its Personnel in connection with the Agreement. The Service Provider's liability arising out of this clause 14.2 shall be limited to a maximum amount payable in respect of any one occurrence or a series of related occurrences in a single calendar year, such amount to be agreed in writing by the Parties.
- 14.3 Subject always to clauses 14.1 and 14.2 above, the liability of either the Service Provider or Transnet under or in connection with the Agreement, whether for negligence, misrepresentation, breach of contract or otherwise, for direct loss or damage arising out of each Default or series of

related Defaults shall not exceed 100% [one hundred per cent] of the Fees paid under the schedule or Work Order to which the Default(s) relates.

- 14.4 Subject to clause 14.1 above, and except as provided in clauses 14.2 and 14.3 above, in no event shall either Party be liable to the other for indirect or consequential loss or damage or including indirect or consequential loss of profits, business, revenue, goodwill or anticipated savings of an indirect nature or loss or damage incurred by the other Party as a result of third party claims.
- 14.5 If for any reason the exclusion of liability in clause 14.4 above is void or unenforceable, either Party's total liability for all loss or damage under the Agreement shall be as provided in clause 14.3 above.
- 14.6 Nothing in this clause 14 shall be taken as limiting the liability of the Service Provider in respect of clause 12 [*Intellectual Property Rights*] or clause 16 [*Confidentiality*].

## 15 INSURANCES

- 15.1 Without limiting the liability of the Service Provider under the Agreement, the Service Provider shall take out insurance in respect of all risks for which it is prudent for the Service Provider to insure against, including any liability it may have as a result of its activities under the Agreement for theft, destruction, death or injury to any person and damage to property. The level of insurance will be kept under review by Transnet, on an annual basis, to ensure its adequacy, provided that any variation to the level of such insurance shall be entirely at the discretion of the Service Provider.
- 15.2 The Service Provider shall arrange insurance with reputable insurers and will produce to Transnet evidence of the existence of the policies on an annual basis within 30 [thirty] days after date of policy renewals.

## 16 CONFIDENTIALITY

- 16.1 The Parties hereby undertake the following, with regard to Confidential Information:
- a) not to divulge or disclose to any person whomsoever in any form or manner whatsoever, either directly or indirectly, any Confidential Information of the other, without the prior written consent of such other Party, other than when called upon to do so in accordance with a statute, or by a court having jurisdiction, or by any other duly authorised and empowered authority or official, in which event the Party concerned shall do what is reasonably possible to inform the other of such a demand and each shall assist the other in seeking appropriate relief or the instituting of a defensive action to protect the Confidential Information concerned;
  - b) not to use, exploit, permit the use of, directly or indirectly, or in any other manner whatsoever apply the Confidential Information, disclosed to it as a result of the Agreement, for any purpose whatsoever other than for the purpose for which it is disclosed or otherwise than in strict compliance with the provisions in the Agreement;
  - c) not to make any notes, sketches, drawings, photographs or copies of any kind of any part of the disclosed Confidential Information, without the prior written consent of such other Party, except when reasonably necessary for the purpose of the Agreement, in which case such copies shall be regarded as Confidential Information;

- d) not to de-compile, disassemble or reverse engineer any composition, compilation, concept application, item, component de-compilation, including software or hardware disclosed and shall not analyse any sample provided by Transnet, or otherwise determine the composition or structure or cause to permit these tasks to be carried out except in the performance of its obligations pursuant to the Agreement;
- e) not to exercise less care to safeguard Transnet Confidential Information than the Party exercises in safeguarding its own competitive, sensitive or Confidential Information;
- f) Confidential Information disclosed by either Party to the other or by either Party to any other party used by such Party in the performance of the Agreement, shall be dealt with as "restricted" or shall be dealt with according to any other appropriate level of confidentiality relevant to the nature of the information concerned, agreed between the Parties concerned and stipulated in writing for such information in such cases;
- g) the Parties shall not make or permit to be made by any other person subject to their control, any public statements or issue press releases or disclose Confidential Information with regard to any matter related to the Agreement, unless written authorisation to do so has first been obtained from the Party first disclosing such information;
- h) each Party shall be entitled to disclose such aspects of Confidential Information as may be relevant to one or more technically qualified employees or consultants of the Party who are required in the course of their duties to receive the Confidential Information for the Permitted Purpose provided that the employee or consultant concerned has a legitimate interest therein, and then only to the extent necessary for the Permitted Purpose, and is informed by the Party of the confidential nature of the Confidential Information and the obligations of the confidentiality to which such disclosure is subject and the Party shall ensure such employees or consultants honour such obligations;
- i) each Party shall notify the other Party of the name of each person or entity to whom any Confidential Information has been disclosed as soon as practicable after such disclosure;
- j) each Party shall ensure that any person or entity to which it discloses Confidential Information shall observe and perform all of the covenants the Party has accepted in the Agreement as if such person or entity has signed the Agreement. The Party disclosing the Confidential Information shall be responsible for any breach of the provisions of the Agreement by the person or entity; and
- k) each Party may by written notice to the other Party specify which of the Party's employees, officers or agents are required to sign a non-disclosure undertaking.

16.2 The duties and obligations with regard to Confidential Information in this clause 16 shall not apply where:

- a) a Party can demonstrate that such information is already in the public domain or becomes available to the public through no breach of the Agreement by that Party, or its Personnel; or
- b) was rightfully in a Party's possession prior to receipt from the other Party, as proven by the first-mentioned Party's written records, without an infringement of an obligation or duty of confidentiality; or

- c) can be proved to have been rightfully received by a Party from a third party without a breach of a duty or obligation of confidentiality; or
- d) is independently developed by a Party as proven by its written records.

16.3 This clause 16 shall survive termination for any reason of the Agreement and shall remain in force and effect from the Commencement Date of the Agreement and 5 [five] years after the termination of the Agreement. Upon termination of the Agreement, all documentation furnished to the Service Provider by Transnet pursuant to the Agreement shall be returned to Transnet including, without limitation all corporate identity equipment including dies, blocks, labels, advertising matter, printing matter and the like.

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

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

#### **18 TERM AND TERMINATION**

18.1 Notwithstanding the date of signature hereof, the Commencement Date if the Agreement is [●] and the duration shall be for a 12 [twelve] month period, expiring on [●], unless:

- a) the Agreement is terminated by either Party in accordance with the provisions incorporated herein or in any schedules or annexures appended hereto, or otherwise in accordance with law or equity; or
- b) the Agreement is extended at Transnet's option for a further period to be agreed by the Parties.

18.2 Either Party may terminate the Agreement forthwith by notice in writing to the other Party where the other Party has committed a material Default and, where such Default is capable of remedy, has failed to remedy such Default within 30 [thirty] days of receiving notice specifying the Default and requiring its remedy.

18.3 Either Party may terminate the Agreement forthwith by notice in writing to the other Party when the other Party is unable to pay its debts as they fall due or commits any act or omission which would be an act of insolvency in terms of the Insolvency Act, 24 of 1936 [as may be amended from time to time], or if any action, application or proceeding is made with regard to it for:

- a) a voluntary arrangement or composition or reconstruction of its debts;
- b) its winding-up or dissolution;
- c) the appointment of a liquidator, trustee, receiver, administrative receiver or similar officer; or
- d) any similar action, application or proceeding in any jurisdiction to which it is subject.

18.4 Transnet may terminate the Agreement at any time within 2 [two] months of becoming aware of a change of control of the Service Provider by notice in writing to the Service Provider. For the purposes of this clause, "control" means the right to direct the affairs of a company whether by ownership of shares, membership of the board of directors, agreement or otherwise.

18.5 Transnet may cancel any schedule or Work Order hereto at any time on giving the Service Provider 30 [thirty] days' written notice.

18.6 Notwithstanding this clause 18, either Party may cancel the Agreement without cause by giving 30 [thirty] days prior written notice thereof to the other Party.

## 19 CONSEQUENCE OF TERMINATION

19.1 Termination in accordance with clause 18 [*Term and Termination*] shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either Party and all provisions which are to survive the Agreement or impliedly do so shall remain in force and in effect.

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

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

19.4 In the event that the Agreement is terminated by the Service Provider under clause 18.2 [*Term and Termination*], or in the event that a Work Order is terminated by Transnet under clause 18.5 [*Term and Termination*], Transnet will pay to the Service Provider all outstanding Fees [apportioned on a *pro rata* basis] relating to the work undertaken by the Service Provider up until the date of such termination. Transnet will also pay the costs of any goods and materials ordered by the Service Provider in relation to the such work for which the Service Provider has paid or is legally obliged to pay, in which case, on delivery of such goods or materials, the Service Provider will promptly deliver such goods and materials to Transnet or as it may direct.

19.5 The provisions of clauses 0 [*Definitions*], 6 [*Warranties*], 12 [*Intellectual Property Rights*], 14 [*Limitation of Liability*], 16 [*Confidentiality*], 19 [*Consequence of Termination*], 25 [*Dispute Resolution*] and 29 [*Governing Law*] shall survive termination or expiry of the Agreement.

19.6 If either Party [**the Defaulting Party**] commits a material breach of the Agreement and fails to remedy such breach within 30 [thirty] Business Days of written notice thereof, the other Party [hereinafter **the Aggrieved Party**], shall be entitled, in addition to any other rights and remedies that it may have in terms of the Agreement, to terminate the Agreement forthwith without any liability and without prejudice to any claims which the Aggrieved Party may have for damages against the Defaulting Party.

19.7 Should:

- a) the Service Provider effect or attempt to effect a compromise or composition with its creditors; or
- b) either Party be provisionally or finally liquidated or placed under judicial management, whether provisionally or finally; or

- c) either Party cease or threaten to cease to carry on its normal line of business or default or threaten to default in the payment of its liabilities generally, or commit any act or omission which would be an act of insolvency in terms of the Insolvency Act, 24 of 1936 [as may be amended from time to time];

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

## 20 ASSIGNMENT

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

## 21 FORCE MAJEURE

21.1 Neither Party shall have any claim against the other Party arising from any failure or delay in the performance of any obligation of either Party under the Agreement caused by an act of *force majeure* such as acts of God, fire, flood, war, strike, lockout, industrial dispute, government action, laws or regulations, riots, terrorism or civil disturbance, defaults, delays or discontinuance on the part of independent contractors, suppliers, or other circumstances or factors beyond the reasonable control of either Party, and to the extent that the performance of obligations of either Party hereunder is delayed by virtue of the foregoing, any period stipulated for any such performance shall be reasonably extended.

21.2 Each Party will take all reasonable steps by whatever lawful means that are available, to resume full performance as soon as practicable and will seek agreement to modification of the relevant provisions of the Agreement in order to accommodate the new circumstances caused by the act of *force majeure*. If a Party fails to agree to such modifications proposed by the other Party within 90 [ninety] days of the act of *force majeure* first occurring, either Party may thereafter terminate the Agreement with immediate notice.

## 22 EQUALITY AND DIVERSITY

22.1 The Service Provider will not victimise, harass or discriminate against any employee of either Party to the Agreement or any applicant for employment with either Party to the Agreement due to their gender, race, disability, age, religious belief, sexual orientation or part-time status. This provision applies, but is not limited to employment, upgrading, work environment, demotion, transfer, recruitment, recruitment advertising, termination of employment, rates of pay or other forms of compensation and selection for training.

22.2 Both Parties to the Agreement undertake that they will not, and shall procure that its employees, agents and Subcontractors will not breach any applicable discrimination legislation and any amendments and re-enactments thereof.

**23 NON-WAIVER**

- 23.1 Failure or neglect by either Party, at any time, to enforce any of the provisions of the Agreement, shall not, in any manner, be construed to be a waiver of any of that Party's rights in that regard and in terms of the Agreement.
- 23.2 Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of the Agreement, or prejudice the right of that Party to institute subsequent action.

**24 PARTIAL INVALIDITY**

If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, or shall be required to be modified, the validity, legality and enforceability of the remaining provisions shall not be affected thereby.

**25 DISPUTE RESOLUTION**

- 25.1 Should any dispute of whatsoever nature arise between the Parties concerning the Agreement, the Parties shall try to resolve the dispute by negotiation within 10 [ten] Business Days of such dispute arising.
- 25.2 If the dispute has not been resolved by such negotiation, either of the Parties may refer the dispute to AFSA and notify the other Party accordingly, which proceedings shall be held in Johannesburg.
- 25.3 Such dispute shall be finally resolved in accordance with the rules of AFSA by an arbitrator or arbitrators appointed by AFSA.
- 25.4 This clause constitutes an irrevocable consent by the Parties to any proceedings in terms hereof, and neither of the Parties shall be entitled to withdraw from the provisions of this clause or claim at any such proceedings that it is not bound by this clause 25.
- 25.5 This clause 25 is severable from the rest of the Agreement and shall remain in effect even if the Agreement is terminated for any reason.
- 25.6 This clause 25 shall not preclude either Party from seeking urgent relief in a court of appropriate jurisdiction, where grounds for urgency exist.

**26 ADDRESSES FOR NOTICES**

- 26.1 The Parties to the Agreement select the physical addresses and facsimile numbers, as detailed hereafter, as their respective addresses for giving or sending any notice provided for or required in terms of the Agreement, provided that either Party shall be entitled to substitute such other address or facsimile number, as may be, by written notice to the other:

a) **Transnet**

(i) For legal notices:

[●]

Fax No. [●]

Attention: Legal Department



delivering on our commitment to you

## Suppliers Code of Conduct

"PREVIEW COPY ONLY"



## Suppliers Code of Conduct

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

These are:

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

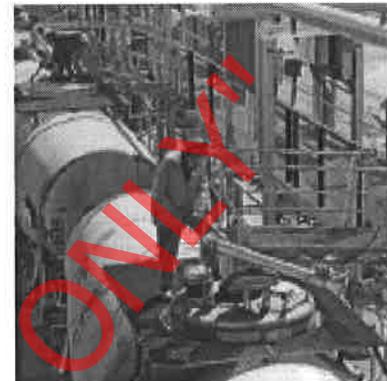
This code of conduct has been compiled to formally apprise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

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

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

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

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



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

Employees may not receive anything that is calculated to:

- Illegally influence their judgement or conduct or to influence the outcome of a sourcing activity;
- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; gain an improper advantage.

» There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our suppliers to use our "Tip-offs Anonymous" Hotline to report these acts - 0800 003 056.

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

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

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

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



These include, but are not limited to:

- Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
- Collusion;
- Failure to disclose accurate information required during the sourcing activity (ownership financial situation, BBBEE status, etc.);
- Corrupt activities listed above; and harassment, intimidation or other aggressive actions towards Transnet employees.



- » Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence must be conducted and the supplier is expected to participate in an honest and straight forward manner.
- » Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.



### Conflict of Interest

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

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



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

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

TIP-OFFS ANONYMOUS HOTLINE  
0800 003 056