



**TRANSNET FREIGHT RAIL**, a division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

**REQUEST FOR QUOTATION [RFQ] No. CRAC-KQG-11040**

**FOR THE SUPPLY OF: PAINT AND REPAIRS TO CUSTOMER CARE OFFICE  
02DJ001K AT KLERKSDORP**

**FOR DELIVERY TO: KLERKSDORP**

**ISSUE DATE: 09 JULY 2013**

**CLOSING DATE: 23 JULY 2013**

**CLOSING TIME: 10:00**

**VALIDITY DATE: 22 OCTOBER 2013**

**A COMPULSORY INFORMATION MEETING WILL BE HELD AT THE FOLLOWING AREAS**

**VENUE: KLERKSDORP STATION**

**Time: 10:00**

**Date: 17 JULY 2013**

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

**PLEASE BRING THE VALID DOCUMENT ON THE DAY OF BRIEFING AND ALSO MAKE SURE THAT YOU BRING YOUR SAFETY SHOES AND REFLECTIVE VEST ON SITE**

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

**FOR DIRECTION/SITE CONTACT: EDJ DE JAGER 083 704 1794**



**REQUEST FOR QUOTATION [RFQ]**

**RFQ CRAC-KQG -11040**

**Information Session**

**RFQ SITE MEETING**

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

Venue : **KLERSDORP STATION**

Time : **10H00**

Date : **17 JULY 2013**

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

**5.1 ATTENDANCE CERTIFICATE**

This is to certify that.....

Representative/s of .....

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

.....

TRANSNET'S REPRESENTATIVE TENDERER'S REPRESENTATIVE

DATE:.....

**VERY IMPORTANT**

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

"PREVIEW COPY ONLY"

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

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

**METHOD:** [post / courier or hand delivery]  
**CLOSING VENUE:** The Secretary, TRANSNET Freight Rail, Acquisition Council Ground Floor  
Tender Box Inyanda House 1, 21 Wellington Road, Parktown.

**1 Responses to RFQ**

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

**2 Broad-Based Black Economic Empowerment [B-BBEE]**

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. Transnet will accordingly allow a "preference" in accordance with the 10%/20% preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 [as amended], to companies who provide a B-BBEE Verification Certificate. All procurement transactions will be evaluated accordingly.

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

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

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

- c) **Large Enterprises** [i.e. annual turnover greater than R35 million]:
  - Rating level based on all seven elements of the B-BBEE scorecard
- d) **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
- e) **Exempted Micro Enterprises – EME** [i.e. annual turnover less than R5 million]:
  - Automatic rating of Level 4 B-BBEE irrespective of race or ownership
  - Black ownership greater than 50% or Black Women ownership greater than 50% automatically qualify as Level 3 B-BBEE

EME's should only provide documentary proof of annual turnover [i.e. annual financials or a formal letter by an auditor, accountant or a SANAS accredited verification agency]. Such letter should also indicate the percentage of Blacks and Black-women ownership.

*[Refer Section 4, Vendor Application Form, for Returnable Documents required]*

### 3 Communication

- a) Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this **RFQ CRAC-PRC-11040** between the closing date and the date of the award of the business.

A non-refundable tender fee of **R150.00** (inclusive of vat) is applicable per tender (listed below). Payment is to be made to Transnet Freight Rail, standard bank account number 203158598, and Branch code: 004805. The deposit slip must reflect the tender number **RFQ CRAC-JHB-11040** and the company name receipt/s to be presented prior to collection of the tender/s.

On or after **09 JULY 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, and Parktown.

- 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:** Phumudzo Stanley Gadivhana  
**Telephone:** 011 584 1425  
**Email:** [phumudzo.gadivhana@transnet.net](mailto:phumudzo.gadivhana@transnet.net)

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

**Name:** Prudence Nkabinde  
**Telephone:** 011 544 9486  
**Fax:** 011 774 9760  
**Email:** [prudence.nkabinde@transnet.net](mailto:prudence.nkabinde@transnet.net)

### 4 Tax Clearance

The Respondent's original valid Tax Clearance Certificate or letter of good standing from SARS must accompany the Quotation.

### 5 VAT Registration

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

### 6 Legal Compliance

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

**7 Changes to Quotations**

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

**8 Pricing**

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

**9 Prices Subject to Confirmation**

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

**10 Negotiations**

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

**11 Binding Offer**

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

**12 Disclaimers**

Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. Please note that Transnet reserves the right to:

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

**13 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 number and description and forwarded on or before the deadline date to the following addresses:

## 14 Evaluation Criteria

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

### Administrative responsiveness - Completeness of response and returnable documents

#### 1. Substantive responsiveness – Prequalification criteria (Mandatory), must be met :

- Letter of good standing issued by Department of labour
- Safety plan
- Compliance to specification

#### 2. Commercial

- Competitive pricing

#### 3. B-BBEE Status of the Company

- Provide BBEEE level certification and score Card
- Weight evaluation based on 80/20 preference system

Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

**15 Validity Period**

Transnet desires a validity period of **90 [thirty] days** from the closing date of this RFQ. It should be noted that Respondents may offer an earlier validity period, but Quotations may be rejected 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 **22 OCTOBER 2013** [State alternative validity period/date].

**16 Banking Details**

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

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

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

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

**17 Company Registration**

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

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

**18 Disclosure of Prices Quoted**

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

YES  NO

**19 Returnable Documents**

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

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

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

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these mandatory Returnable Documents by so indicating [√] in the table below:

Returnable Documents	Submitted [√]
SECTION 2 : Quotation Form	
SECTION 3 : Standard Terms and Conditions of Contract for the Supply of Goods or Services to Transnet	

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

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

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these essential Returnable Documents by so indicating [✓] in the table below:

Returnable Documents	Submitted [✓]
SECTION 1 : Notice to Bidders	
- Valid B-BBEE Verification Certificate [RSA Large Enterprises and QSEs]	
- Valid B-BBEE certificate from auditor, accounting officer or SANAS accredited Verification Agency [RSA EMEs]	
SECTION 5 : Vendor Application Form	
- Original cancelled cheque or bank verification of banking details	
- Certified copies of IDs of shareholder/directors/members [as applicable]	
- Certified copy of Certificate of Incorporation [CM29/CM9 name change]	
- Certified copy of share certificates [CK1/CK2 if C.C.]	
- Entity's letterhead	
- Original valid Tax Clearance Certificate [RSA entities only]. if a JV or subcontractor is involved, submit a Tax Clearance Certificate for each entity	
- Certified copy of VAT Registration Certificate [RSA entities only]	
- Certified copy of valid Company Registration Certificate [if applicable]	
- A signed letter from Respondent's auditor or accountant confirming most recent annual turnover figures	

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

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

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



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

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

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

- the Standard Terms and Conditions for the Supply of Goods and Services to Transnet [Section 3 hereof]; and
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

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

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

"PREVIEW COPY ONLY"

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

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

**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]

**Please see attached scope of work & pricing schedule on the next page, which is ANNEXURE A and B**

**"PREVIEW COPY ONLY"**

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Respondent's Signature

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Date & Company Stamp

**ANNEXURE A**

**BUILDING DESCRIPTION: CUSTOMER CARE**

**CITY / TOWN: KLERKSDORP**

**TENDER NO:**

**ASSET NO: 02DJ001K**

**ITEM NO. SPECIFICATIONS PER ITEM.**

**CEILINGS**

35 Work description: Fit light fittings

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

**WALLS INTERIOR**

50 Work description: Repair crack in wall 3 TO 5 mm wide. Clean crack with sharp object and fill with 2 or 3 layers of Poly cell mend all or similar filler and finish smooth and level with wall.

55 Work description: Prepare smooth plaster walls for painting. Wash wall thoroughly with hot water and sugar soap in order to remove any traces of dust, fat, oil and any other dirt. Preparation of walls shall include opening all fine cracks with sharp object, the filling of cracks and all holes in wall with the appropriate filler or patching plaster, depending on the size of the cracks or holes. The areas under repair must be sanded down to a smooth, even finish. Brush down the surface removing all loose particles and dust ensuring that the surface is sound. Sand paint on walls to provide bond for new paint. Rinse wall thoroughly with clean water. Let wall dry completely before any paint is applied. No sweeping or dusting shall be done after the wall had been prepare for painting, while painting is in progress or while paint is still wet.

59 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. Must be over coated within 14 days. No sweeping or dusting shall be done while painting is in progress or while paint is still wet.

62 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.

Tenderer signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

TENDER NO:

ASSET NO: 02DJ001K

**ITEM NO. SPECIFICATIONS PER ITEM.**

- 72 Work description: Replace broken, loose or cracked glazed wall tiles, in between Item only for standard plain white 150 x 150mm tiles. Remove all broken, loose or cracked tiles. Clean surface thoroughly. New tiles shall be even in shape and size, free from cracks, twists or blemishes. Apply new tiles with cement type tile adhesive as recommended by the manufacturer of the tiles. New tiles must be fixed flush and joints should be in line with existing tiles. Tiles must be pointed with waterproofed white cement.
- 74 Work description: Lay glazed wall tiles.  
 \*BEFORE TILING COMMENCES, THE REPRESENTATIVE MUST FIRST APPROVE THE SURFACE, IN SITE BOOK. \*ALL HOLLOW SOUNDING TILES SHALL BE REMOVED AND RE-FIXED. \*USE ONLY TYLON CM11 OR TAL PROFESSIONAL ADHESIVE OR TYPE APPROVED BY PROJECT MANAGER. \*NEVER USE SPOT OR BLOB METHODS. \*NEVER BUTT JOINT TILES.  
 Glazed ceramic wall tile and fittings shall comply with (SABS 22). Tiles should be even in shape and size, free from cracks, twists or blemish and uniform in colour. Tiles shall be fixed in accordance with (SABS 0107). Tiles should be fixed with a cement based adhesive. The adhesive shall be as recommended by the manufacturer of the tiles. Joints shall be level, straight, continuous and with 2mm spacers for tiles up to 250 x 200mm and 3mm for bigger sizes as recommended by the tile manufacturer. Symmetrical arrangements of tiling, with cutting along both sides of panels, to avoid cutting of tiles smaller than 50mm wide, shall be done. Cutting and fitting of tiles against walls and around doorframes, etc must be neat, with a gap between 2 and 5 mm. Tiling is to be returned into reveals of openings, onto window sills, and onto top of screen walls, etc. Do not stack tiles outside, exposed to dust, dirt and rain. Store under cover and not in direct contact with soil. Use only approved cement based tile adhesive. Follow adhesive manufacturer's instructions. Use notched trowel to apply adhesive 6mm X 6mm notches at 6mm intervals. The BLOB and SPOT method must not be used. Joint widths shall be 3mm. Tiles must be dry before being bedded. Tap tiles level with a rubber mallet. All tiles must make 100% contact with adhesive, make sure there are no voids. Allow the adhesive to cure for 2 to 3 days before grouting. Use only approved grout. Mix grout with Tylon or Tal Bond-it in shower areas. Fill joints to lower edge of bevel and not level with the top of the tile. The work must be kept very clean during grouting as dried grout is almost impossible to remove from textured tiles. DO NOT USE ACIDS, SPIRITS OF SALTS, AMMONIA, OTHER STRONG CHEMICALS OR STEEL WOOL TO CLEAN TILES.
- 84 Work description: Create new opening in existing 110mm BRICK wall. Cut or break opening in the existing wall to allow for the fitting of a door frame, where shown or mentioned. Measure, mark opening and cut with angle grinder from both sides. Create opening in existing wall. Remove all rubble from site. Form opening in this position according to size shown on drawings or as specified. Form seating in walls to suit the lintels as specified.
- 85 Work description: Make new opening in existing wall 220mm BRICK WALL. Cut or break openings in the existing wall, for the building in of door frames, where shown or mentioned. Measure, mark opening and cut with angle grinder from both sides. Make opening in existing wall. Remove all rubble from site. Form openings in the positions and of the sizes shown on drawings or as specified. Form seating in walls to suit the lintels as specified.

Tenderer signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

TENDER NO:

ASSET NO: 02DJ001K

**ITEM NO. SPECIFICATIONS PER ITEM.**

- 93 Work description: Drill holes in wall and insert 10mm steel dowels.  
Drill 10mm diameter and 70mm deep, holes in brick wall. Insert 250mm long, 10mm diameter round bar in holes to anchor new wall to existing wall. Provide anchor at every fourth layer. To anchor new doorframes build into new opening in existing wall. Insert fist anchor 150mm from floor and then at +- every FOURTH LAYER both sides of opening.
- 99 Work description: Place in position pre-cast concrete lintel  
Supply and place pre-cast lintel in position on mortar bed. The lintels may be in a single width to the thickness of wall or may be in two widths, placed side by side, and shall have a depth of not less than 60 mm. Top surface of lintels shall be suitably roughened, indented or shaped to give a good bond between the lintels and the mortar for the first course of brickwork above, Lintels shall have bearings of not less than 225 mm on walls at each end. The number of reinforcing wires in lintels for the various wall thickness and spans shall be not less than specified by the SABS Lintels shall be built in 3:1 cement mortar with all joints filled solid with mortar.
- 102 Work description: Build 110mm Common Brick wall.  
Supply approved cement or clay bricks. Clay brick shall comply with SABS 227 and cement bricks shall comply with SABS 1215. The mortar for wall shall be 1 part PPC cement and 4 parts clean approved building sand. All masonry shall be plumb, level, straight and true, correctly bonded and shall rise uniformly with no portion exceeding 1,2m above any other part of the work. Brick force shall be installed on every 4 layers of brick. Bricks of different composition are not to be mixed and build into the same wall.
- 108 Work description: Plaster wall.  
Interior plaster: Surface shall be clean and thoroughly wetted directly before plastering commences. Concrete surface shall be slashed 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. Otherwise, where plaster must match existing plaster, plaster should not be less than 10mm and more than 20mm thick. Internal plaster, except where walls are to be tiled, shall be steel towelled to a smooth, even and true finish. Where walls are to be tiled plaster finish should be wood float finished. Plaster must be returned into reveals and soffits of openings and all angles shall be true and straight with salient angle slightly rounded. All chases must be cut and electrical conducting and boxes or plumbing pipes fixed before any plastering is done. On no account will chasing in finished plaster be allowed and if such chasing is necessary, the entire wall surface shall be hacked off and re-plastered. No re-tempering or partly set or dried plaster mixes shall be attempted and such material shall be discarded. Each coat of plaster shall be approved by the Manager before the next is applied and notice shall be given to that officer when it is ready for inspection.
- 109 Work description: Plaster wall two coats plaster
- 110 Work description: Plaster reveals up to 265mm wide.  
Plaster must be returned into reveals and soffits of openings and all angles shall be true and straight with salient angle slightly rounded.
- 120 Work description: Remove fixed item from wall to paint and refit.  
Remove items like notice boards, key cupboards, fan shelves and mirrors with frame to paint or tile wall and refit at same position. Store item at safe place were it would not damage, if lost or stolen contractor shall replace items.

**WINDOWS INTERIOR**

Tenderer signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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**TENDER NO:**

**ASSET NO: 02DJ001K**

**ITEM NO. SPECIFICATIONS PER ITEM.**

- 155 Work description: Install/replace vertical blinds (1)  
 \*\*\* MESUREMENT\*\*\* For recess fix blinds the clearance between bottom of blinds and window sill shall be 10 mm. For face fix blinds the blinds shall cover the window with plus 150 mm on each side of window where possible, the top of the blind shall be 100 mm above the lintel and the bottom of the blinds shall be 150 mm below the windowsill. Rails to be fit with quick snap-out clamps spaced not more than 900mm apart.

**IMPORTANT - THE TOP POCKETS HOUSING THE LOUVRE SLATS/HANGERS AND THE BOTTOM POCKETS HOUSING THE MOULDED PVC BOTTOM WEIGHTS SHALL BE SEWN AND SHALL NOT GLUED OR HEAT SEALED**

Track of extruded aluminium construction measuring 44,5mm wide by 25mm natural anodized finish (25 micron) as standard or an option of white powder coated finish. Fixing for TOP FIX (ceiling or recess fix) use extruded aluminium "QUICK CLIP FIX" brackets secured to the top of the recess with 5mm dia x at least 40mm long "Hilti" prefix anchors, track to clipped into the brackets. For FACE FIX extruded aluminium "QUICK CLIP FIX" brackets are used which are firstly anchored to the wall by means of 5mm dia x at least 40mm long "Hilti" prefix anchors and the track then clipped into the integral bracket. The brackets must be anodized or powder coated to match the specific track. Mechanism The runners shall be of high quality construction incorporating a safety/slipping clutch to ensure the correct alignment of the blades. The runners to be 10mm wide and operate on wheels and are linked together with nylon links which ensure a minimum of 13mm overlap on each blade/vane. Control cord to be white, plastic tension type and the blades rotated cord bead chain cord. The hanger on the runner to be moulded from clear polycarbonate and to be the "peg" design. The vertical position of the blades is maintained by moulded PVC bottom weights (weighing 50 grams for 127mm blades and 38 gram for 90mm) in a pocket at the bottom of the vane/blade which are interconnected by means of twin, snap-on, white, plastic link chain. , Glass fibre and Acrylic composition; all of which are vinyl coated and anti-static treated.

- 156 Work description: Install/replace vertical blinds (2)  
 See install/replace Vertical blinds (1) for specifications
- 157 Work description: Install/replace vertical blinds (3)  
 See install/replace Vertical blinds (1) for specifications
- 169 Work description: Fit or replace aluminium Venetian blinds (1)  
 The Venetian blind is a versatile solution to any room where light control and privacy are needed. Blinds comprise of high tensile, vinyl coated aluminium slats. The standard slat widths are 25mm, 35mm and 50mm with cords and ladders and where the head and bottom rails are colour coordinated to match the colour of the slats. The head rail comes complete with end caps, plated steel universal installation brackets (50mm) and plated steel fixing clip brackets.
- |                        |             |          |           |
|------------------------|-------------|----------|-----------|
| Slat Width             | 15mm        | 25mm     | 50mm      |
| Maximum Blind Width    | 2,6m        | 3,0m     | 3,0m      |
| Maximum Blind Drop     | 2.4m        | 3,0m     | 3,0m      |
| Maximum Blind Area     | 5,0 sq m    | 9,0 sq m | 12,0 sq m |
| Maximum Ladder Spacing | 400mm       | 600mm    | 900mm     |
| Tilt Mechanism         | Worm & Gear |          |           |

Tenderer signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**TENDER NO:**

**ASSET NO: 02DJ001K**

**ITEM NO. SPECIFICATIONS PER ITEM.**

- 170 Work description: Install/replace Venetian blinds (2)  
See previous item Venetian blinds (1) for specifications
- 171 Work description: Install/replace Venetian blinds (3)  
See previous item Venetian blinds (1) for specifications

**WINDOWS INT AND EXT**

- 178 Work description: Replace cracked/broken window panes (clear).  
Remove broken windowpane and clean frame from all rust and dirt. Paint frame with anti rust metal primer. Fixing of glass shall comply with part N of section 3 of SABS 0400. The glass for glazing shall comply with (cks 55). The thickness of panes related to its area shall be in accordance with (SABS 0137). Glazing putty shall comply with (SABS 680). Back putty shall not exceed 3mm. Glazing shall be executed in accordance with (SABS 0137). Front putty must be straight and in line with the top of the frame profile. Glass panes shall have adequate clearance between the edges of glass and the rebates as no glass to metal/wood contact at any point will be permitted.
- 191 Work description: Fit window panes obscure to new frame  
See first item for fitting pane to new frame for specification on item
- 193 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 were removed to the bare metal, apply one coat approved metal primer.
- 198 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 Pearlglo. After painting, window-opening sections shall open and close easily. All Window handles, peg stays and sliding stays shall be remove to paint window The Window handles, peg stays and sliding stays shall be removed cleaned and re-fitted. Contractor shall be responsible for any lost window fittings
- 207 Work description: Paint burglar bars 10 – 12mm diameter rods.  
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-base Dulux pearglo.
- 211 Work description: Build in window frame in new OPENING IN wall  
Window frames shall comply with SABS 727 and fittings shall be brass or chromium plated. Windows of single construction shall have weather bars at transoms above opening sashes. Except where galvanized frames are specified on fault list, frames shall be treated with one coat primer complying with SABS 909 before leaving the factory. Where windows are specified with burglar bars, these shall be standard type fitted over opening sashes. Remove existing window frame and build in new frame to match existing work with regard tot brickwork, plaster and windowsill.

**DOORS/SECURITY GATES**

**Tenderer signature:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**TENDER NO:**

**ASSET NO: 02DJ001K**

**ITEM NO. SPECIFICATIONS PER ITEM.**

- 233 **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.
- 238 **Work description: Fit / replace HYDRAULIC DOOR CLOSER**  
Replace existing defective hydraulic door closer with new. Provide and fit new hydraulic door closer.
- 248 **Work description: Fit 2 lever mortise lock 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.
- 264 **Work description: Replace sapele veneer flush panel door.**  
Cutting, chiselling, drilling and fitting the door to the hinges. Sapele veneer hollow core door shall have solid timber edge with no joints. The veneer and edge strips shall be of the same species and as far as possible of matching colour. The clearance on top and on sides shall be 3mm. The clearance at the bottom shall be 6mm. Any door that is too wide or tall to fit the door frame shall be reduced in size by removing material equally, from each edge — removing material from one edge only to obtain a fit, is unacceptable. . The door shall be fixed with no 8 x 40mm wood screws. The hinges shall be recessed and the recess shall be square to the edge. The door shall open and close easy, without any hinge bound.
- 272 **Work description: Varnish door complete, 2 coats.**  
Previously varnished 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. 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. New doors to be varnished: Sand smooth and wipe sanding dust off with damp cloth. Allow to dry and apply one coat wood primer, one coat universal undercoat and one coat gloss enamel. Apply three coats varnish on doors to be varnished. Allow paint to dry between coats as per specification.
- 287 **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**

**Tenderer signature:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_



**TENDER NO:**

**ASSET NO: 02DJ001K**

**ITEM NO. SPECIFICATIONS PER ITEM.**

- 303 **Work description: Replace wood frame with steel doorframe.**  
 As required, cut toothings for the full height of openings. Set new frames in position, and build in. Make good in all trades. **INCLUDE PLASTER** to match the existing **WALL FINISH**. Pressed steel doorframes shall be mild steel, complying with SABS 1129. Joints shall be properly mitred, welded and reinforced at angels, and with welding neatly cleaned off on all faces. Frames shall be treated with one coat primer, complying with SABS 909, before leaving the factory. Frames shall be of 1,2mm metal with single rebates with widths required to suit the thickness of wall into which they are to be built in and fitted with tie bars and braces at the bottom, and lugs for building in, three to each jamb. Frames for single doors shall be provided with two 100mm steel butt hinges and an adjustable chromium plated striking plate as a mortise lock. Frames shall project not less than 20mm into floor finish and the space between jamb and wall shall be filled with mortar.
- 311 **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 one coat gloss enamel on painted frames. 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 2 coats Dulux pearglo. New wooden door frames to be painted/varnished: Sand smooth, wipe sanding dust off with damp cloth, allow to dry and apply one coat wood primer, one coat universal undercoat and one coat gloss enamel. As per specification, allow paint to dry between coats.

**FLOORS**

- 343 **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 recommended by manufacturer.

**Tenderer signature:** \_\_\_\_\_

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

TENDER NO:

ASSET NO: 02DJ001K

**ITEM NO. SPECIFICATIONS PER ITEM.**

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

**CUPBOARDS**

- 419 Work description: Repair cupboard doors
- 422 Work description: Paint / varnish build-in cupboards  
 Sand completely, wipe of all sanding dust with damp cloth. Apply universal undercoat and 1 coat gloss enamel.
- 423 Work description: Supply/replace shelves  
 Provide and fix in position and to the widths, lengths and spacing, shown on drawing or as mentioned, 21mm thick block board shelves, finished on both sides and on edges with approved veneer. Shelves to be notched, as required to standards and standards fixed to plugs in walls. SUPPORTS: 76 x 38mm framed standards at maximum of 900mm centres supported at the ends on 50 x 22mm cleats, screwed to plugs in wall and intermediate supports to be black Japanned shelf brackets, fixed to 50 x 22mm standards.
- 430 Work description: Supply/replace Formica post form top

**PLUMBING INTERIOR**

Tenderer signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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TENDER NO:

ASSET NO: 02DJ001K

**ITEM NO. SPECIFICATIONS PER ITEM.**

- 442 Work description: Install/replace wash hand basin, 2 taps, connector, outlet and rubber trap.  
Wash hand basins white porcelain/glazed ceramic and shall comply with (SABS 497). Pillar taps shall be chromium plated brass and of heavy pattern Cobra brand and shall comply with (SABS 226). Taps for hot water shall be marked with red coloured plastic inserts and fixed on the left hand side of all basins, sinks, showers, etc. Taps for cold water with green/blue plastic inserts on the right hand side. Waste outlet shall be chromium plated brass with plug, chain and of Cobra brand and shall comply with (SABS 226). Rubber trap shall comply with (SABS 1321). Installation of basin, taps, waste outlet and trap shall be done in accordance with the relevant manufacturer's instructions. Basin shall be fixed with silicone layer between basin and wall. Basin shall be level and shall be 800mm from finished floor level to top front section of basin if no pedestal basin is specified.
- 450 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.
- 466 Work description: Fit toilet complete, include WC pan, cistern 9l, angle valve, flex connector and toilet seat.  
Pedestal water closet pans shall be of the wash down type, approximately 400 mm high, of white glazed fire clay or vitreous china, complying with the requirements of SABS Specification 497. The pans shall have "P" traps with straight outlets or right or left hand side outlets, as required. Pans shall be bedded onto the floors in 3:1 cement mortar. Pan shall be level and parallel with wall next to Pan. Installation of the cistern shall be done in accordance with the relevant manufacturer's instructions. Use approved porcelain low level cistern that complies with the requirements of SABS Specification 821, and complies with the requirements of SABS Specification 497. Low level cisterns shall be of the valve less siphon type or of the flushing valve type, each with body and removable cover – NB: Flush pipes to flushing cisterns shall have an internal diameter of not less than 34 mm. Install Cobra brand angle valve with chrome plated or braided flex connector, any other brand make shall first be approved by project manager. The pan shall be fitted with approved solid plastic double flap seats having closed fronts of size and shape, required to fit the pan. Fix to pan with non-ferrous metal fixing bolts or plastic bolts.
- 506 Work description: Drill hole 15 to 25mm through 300mm wide wall for water pipe.  
All necessary holes shall be cut in walls, floors, roofs, ceilings, etc. for pipes, brackets, etc. and any damage shall be made good in all trades, after pipes, etc. have been built in, all to the satisfaction of the Representative/Agent.
- 507 Work description: Drill hole through 300mm wide wall for 40-50mm PVC waste pipe.  
All necessary holes shall be cut in walls, floors, roofs, ceilings, etc. for pipes, brackets, etc. and any damage shall be made good in all trades, after pipes, etc. have been built in, all to the satisfaction of the Representative/Agent.

Tenderer signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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TENDER NO:

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**ITEM NO. SPECIFICATIONS PER ITEM.**

- 508 Work description: Holes for pipes  
All necessary holes shall be cut in walls, floors, roofs, ceilings, etc. for pipes, brackets, etc. and any damage shall be made good in all trades, after pipes, etc. have been built in, all to the satisfaction of the Representative/Agent.
- 509 Work description: Vertical or Horizontal chasing for pipes.  
All necessary holes shall be cut in walls, floors, roofs, ceilings, etc. for pipes, brackets, etc. and any damage shall be made good in all trades, after pipes, etc. have been built in, all to the satisfaction of the Representative/Agent.
- 516 Work description: Supply a water point.  
Provision must be made for union couplings in strategic places. Fittings shall be approved capillary solder type fittings or and brass compression fittings, each joint being formed by cutting the pipe-ends square with a pipe cutter. For capillary fittings use only 2 mm solid core wire solder and approved self cleaning paste. Joint shall be wiped clean with a damp cloth after jointing. All necessary couplings, connectors, bends, elbows, tees and other fittings as may be required, shall be provided to supply a water point.
- 518 Work description: Locate building water stop valve
- 521 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 u PVC waste and vent pipes and fittings as per (SABS 791) According to National Building Regulations (SABS 0400-1990).

**FIT/REPLACE ITEMS/ FURNITURE**

- 533 Work description: Fit/Replace mirror.  
Mirrors shall comply with the requirements of SABS Specification 1236, Class A. Unframed mirrors shall have polished edges (Bevelled edges are not permitted). Provide mirrors where shown or mentioned, size as specified in work list, side shall be rounded and polished edge silvered plate glass. Each mirror to be drilled four (4) times and countersunk screwed to plugs in wall with 38 mm long screws, fitted with domed chromium-plated cups. Provide at each fixing point a felt washer between wall and mirror or if specified on work list with mirror adhesive.
- 536 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.
- 543 Work description: Fit sign to indicate woman or men toilet

**ROOF**

Tenderer signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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TENDER NO:

ASSET NO: 02DJ001K

ITEM NO. SPECIFICATIONS PER ITEM.

- 548 Work description: Replace loose screws with coach type roof screws FOR CORR IRON SHEETS.  
Replace all loose screws with 75mm coach screws for corr iron. The coach screws shall be screwed into the wood purlin, using either a hand-operated speed wrench or an electrical nut runner. The screws must be screwed into the purline at an angle of 90 degree to the profile of the roofing sheet. **THE SCREW MUST NOT BE HAMMERED INTO THE PURLINE.** Use bond it roof washer with coach screws.  
**CARE MUST BE TAKEN NOT TO DAMAGE ROOF SHEETS. DO NOT OVER TIGHTEN NEW ROOF SCREWS.**  
N.B. Any damage to roof covering shall be repaired or replaced by the contractor at his own expense.
- 578 Work description: Clean roof, no peeling paint.  
Sand to provide bond for new paint. Rinse thoroughly with clean water, use new clean broom, sweep roof covering and allow roof to dry. N.B. Any damage to roofing covering shall be repaired or replaced by the contractor at his own expense.
- 580 Work description: Spot primer rusted areas.  
Remove all rust by mechanical or hand cleaning methods. Apply 2 coats approved by project manager anti rust edge primer as per manufacturer specification. (AREA DO NOT INCLUDE ROOF SHEET PROFILE)
- 581 Work description: Clean underside of roof overhang  
Remove all loose, chalky, flaking, peeling paint from underside of roof overhang back to a bare surface.
- 585 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.**
- 590 Work description: Paint roof sheets underside roof overhang/veranda  
The Project manager must first approved roof after cleaning before the first coat is apply and must first approved the first coat before the second coat can be applied. The roof paint shall be applied by paint shall be applied by.  
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 apply according to the manufacturer specifications and over coat times.

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TENDER NO:

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**ITEM NO. SPECIFICATIONS PER ITEM.**

- 598 Work description: Paint expose 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.
- 599 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**

- 616 Work description: Paint fascia board steel/asbestos 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. Apply one coat universal undercoat and one coat of gloss enamel.  
**CEMENT FIBRE FASCIA 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 FASCIA 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.  
**CEMENT FIBRE FASCIA 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**

- 618 Work description: Clean gutters inside  
Remove all leaves, ground and other debris from gutters and rinse with clean water.
- 629 Work description: 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.
- 636 Work description: Paint down pipe complete  
Previously painted down pipes: Remove all defective paint, sand down pipe completely and clean from dust and dirt. Apply one coat universal undercoat and one coat of gloss enamel.

**WALLS EXTERIOR**

Tenderer signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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**TENDER NO:**

**ASSET NO: 02DJ001K**

**ITEM NO. SPECIFICATIONS PER ITEM.**

677 Work description: Prepare exterior walls, smooth plaster, 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 the opening of 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. No sweeping or dusting shall be done after the wall has been prepared for painting or while painting is in progress or while paint is still wet. Allow wall to dry, completely, before any paint is applied.

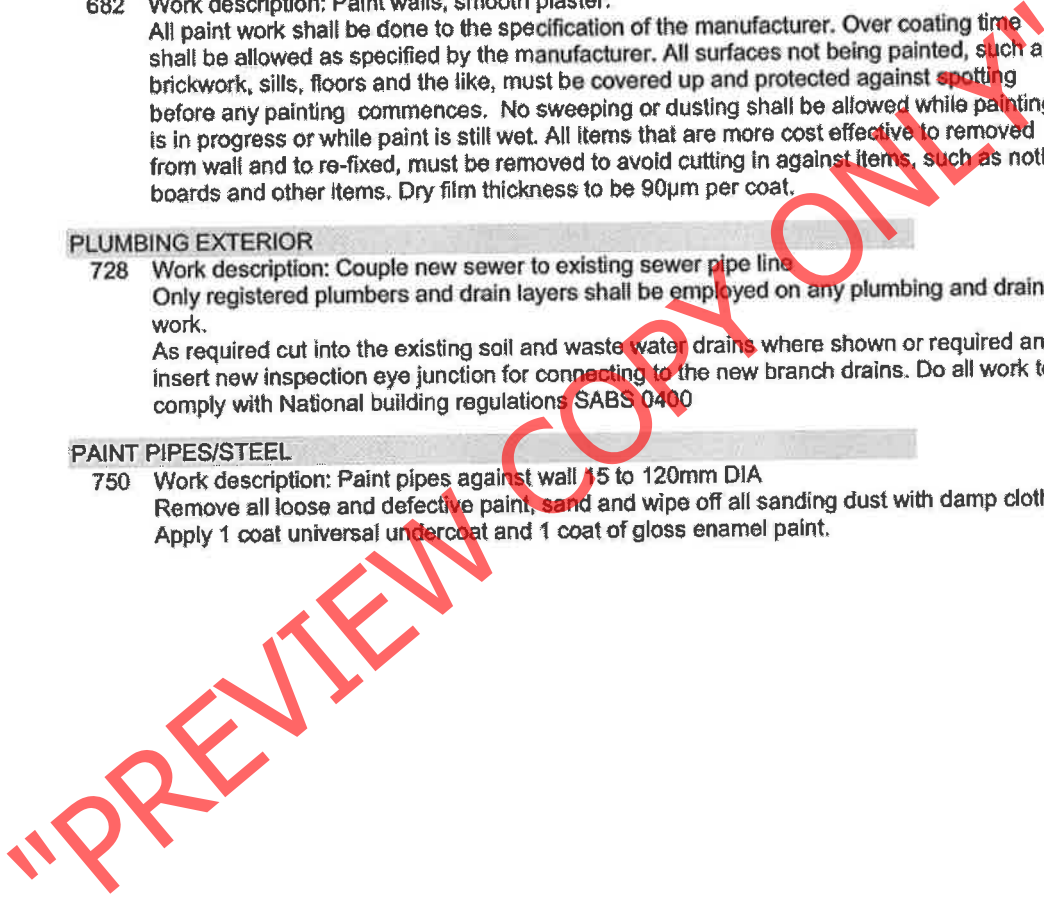
682 Work description: Paint walls, smooth plaster.  
 All paint work shall be done to the specification of the manufacturer. Over coating time shall be allowed as specified by the manufacturer. All surfaces not being painted, such as brickwork, sills, floors and the like, must be covered up and protected 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 removed 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.

**PLUMBING EXTERIOR**

728 Work description: Couple new sewer to existing sewer pipe line  
 Only registered plumbers and drain layers shall be employed on any plumbing and drainage work.  
 As required cut into the existing soil and waste water drains where shown or required and insert new inspection eye junction for connecting to the new branch drains. Do all work to comply with National building regulations SABS 0400

**PAINT PIPES/STEEL**

750 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.



**Tenderer signature:** \_\_\_\_\_

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

**ANNEXURE B**

**CONTRACTOR TENDER PRICE LIST PER ITEM**

**BUILDING DESCRIPTION: DOUBLE STOREY OPERATIONS**

**CITY / TOWN: KLERKSDORP**

**TENDER NO:**

**ASSET NO: 02XJ001K**

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

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

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

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

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

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

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

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

The contractor shall be liable for any damages cause by him or his staff to any Transnet freight rail property and or equipment.

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

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SUB TOTAL PAGE 1

TENDER NO:

ASSET NO: 02XJ001K

ITEM NO	FAULT DISCRPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
<b>CEILINGS</b>					
41	Paint ceiling completa 1 coat universal undercoat and 1 coat egg shell enamel after preparations as specified was done. (see attached paint specification)	67	M <sup>2</sup>		
<b>WALLS INTERIOR</b>					
57	Remove loose paint and treat area with Plascon or Dulux bonding liquid for oil based paints. (see attached specification)	6	M <sup>2</sup>		

Tenderer signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

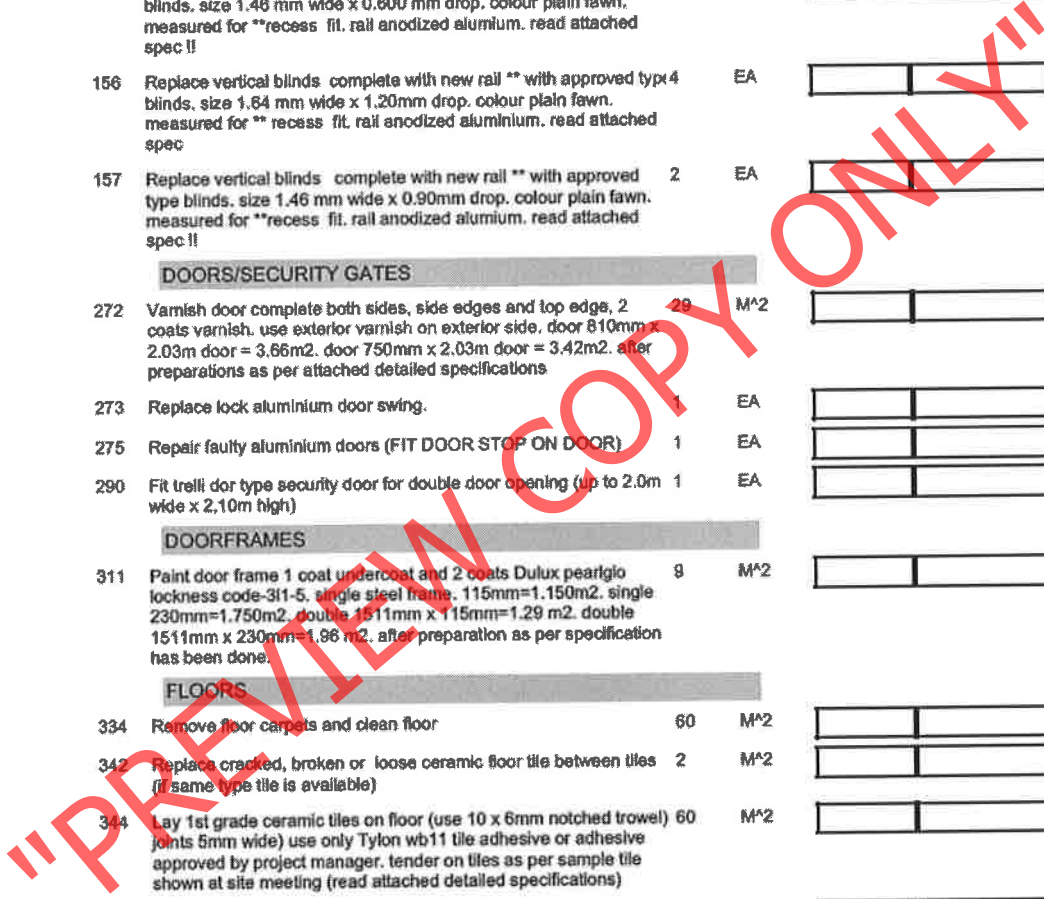


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TENDER NO:

ASSET NO: 02XJ001K

ITEM NO	FAULT DISCRPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
63	Paint smooth plaster walls 1 coat universal undercoat and 1 coat egg shell enamel. after all preparations as specified was done (see attached paint specification) colour: barely beige code 3h1-1	172	M <sup>2</sup>		
72	Replace glazed wall tiles, between existing tiles to match existing tiles, if same type and colour tiles are available	10	EA		
<b>WINDOWS INTERIOR</b>					
153	Service vertical blinds. item include remove and re-fit vertical blinds, fix loose brackets, replace all broken parts, strings and the repair of loose slats. size 1000mm wide x 1200mm drop	20	M <sup>2</sup>		
155	Replace vertical blinds complete with new rail ** with approved type 9 blinds. size 1.46 mm wide x 0.600 mm drop. colour plain fawn. measured for **recess fit. rail anodized aluminium. read attached spec !!		EA		
156	Replace vertical blinds complete with new rail ** with approved type 4 blinds. size 1.64 mm wide x 1.20mm drop. colour plain fawn. measured for ** recess fit. rail anodized aluminium. read attached spec		EA		
157	Replace vertical blinds complete with new rail ** with approved type blinds. size 1.46 mm wide x 0.90mm drop. colour plain fawn. measured for **recess fit. rail anodized aluminium. read attached spec !!	2	EA		
<b>DOORS/SECURITY GATES</b>					
272	Varnish door complete both sides, side edges and top edge, 2 coats varnish. use exterior varnish on exterior side. door 810mm x 2.03m door = 3.66m <sup>2</sup> . door 750mm x 2.03m door = 3.42m <sup>2</sup> . after preparations as per attached detailed specifications	29	M <sup>2</sup>		
273	Replace lock aluminium door swing.	1	EA		
275	Repair faulty aluminium doors (FIT DOOR STOP ON DOOR)	1	EA		
290	Fit trellis dor type security door for double door opening (up to 2.0m wide x 2.10m high)	1	EA		
<b>DOORFRAMES</b>					
311	Paint door frame 1 coat undercoat and 2 coats Dulux pearl gio lockness code-3i1-5. single steel frame. 115mm=1.150m <sup>2</sup> . single 230mm=1.750m <sup>2</sup> . double 1511mm x 115mm=1.29 m <sup>2</sup> . double 1511mm x 230mm=1.96 m <sup>2</sup> . after preparation as per specification has been done.	9	M <sup>2</sup>		
<b>FLOORS</b>					
334	Remove floor carpets and clean floor	60	M <sup>2</sup>		
342	Replace cracked, broken or loose ceramic floor tile between tiles (if same type tile is available)	2	M <sup>2</sup>		
344	Lay 1st grade ceramic tiles on floor (use 10 x 6mm notched trowel) joints 5mm wide) use only Tylon wb11 tile adhesive or adhesive approved by project manager. tender on tiles as per sample tile shown at site meeting (read attached detailed specifications)	60	M <sup>2</sup>		
350	Provide expansion joint for tiles. clean joint of all adhesive. leave adhesive to dry, fill joint with grey silicone sealer (tiles should be installed providing for adequate movement joints) read attached detailed specifications	6	M		
<b>CUPBOARDS</b>					



Tenderer signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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TENDER NO: ASSET NO: 02XJ001K

ITEM NO	FAULT DISCRPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
422	Do preparations as specified and varnish build in cupboard, varnish doors 2 coats complete both sides, varnish frame only on outside. (see attached paint specification)	5	M^2	<input type="text"/>	<input type="text"/>
430	Fit 600mm wide natural oak Formica post form top one side bull nose, length as specified (3.55M) or specify different type work top.IN KITCHEN ON GROUND FLOOR	1	M	<input type="text"/>	<input type="text"/>
<b>FIT/REPLACE ITEMS/ FURNITURE</b>					
546	Manufacture and fit  bench. frame made from 4 mild steel 50 x 50 x 3mm angle iron i bracket 300 x 300mm. paint brackets 3 coats. fit with 2 each per bracket 10mm rawl bolts to wall fit 5 each hardwood angle rounded 44 x 44mm slats 2,30M long	3	JOB	<input type="text"/>	<input type="text"/>
<b>WALLS EXTERIOR</b>					
682	Paint exterior plaster. wood float finished walls with 2 coats Dulux wall guard paint or similar paint approved by project manager. apply paint only after preparation as per attached specification has been done. colour: Dulux barely beige code 3hi-1.	8	M^2	<input type="text"/>	<input type="text"/>

**PRELIMINARY AND GENERAL**

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

P + G

RISK AND SAFTEY

TOTAL CIVIL

TOTAL ELECTRICAL

SUB TOTAL

VAT

TOTAL

<input type="text"/>
<input type="text"/>
<input type="text"/>
<input type="text"/>
<input type="text"/>
<input type="text"/>
<input type="text"/>

**RISK ASSESSMENTAND SAFTEY 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 saftey 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

**The sub total price, excluding VAT, must be carried over to the Service Fee and Cost Form, Section 6 of the RFQ. The amount must also be written in words on the Service Fee and Cost Form.**

Tenderer signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

### Section 3

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

A Supplier shall be obliged to adhere to the Standard Terms and Conditions for the Supply of Goods and Services to Transnet as expressed hereunder. Should the Respondent find any condition(s) unacceptable, it should indicate which condition(s) is/are unacceptable and offer an alternative(s). A Quotation submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

##### 1 SOLE AGREEMENT

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

##### 2 CONFORMITY WITH ORDER

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

##### 3 DELIVERY AND TITLE

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

#### 4 PRICE AND PAYMENT

- 4.1 Prices specified in an Order cannot be increased. Payment for the Products shall be made by Transnet against an original undisputed invoice(s) [a **Tax Invoice**], supporting documentation and month-end statement from the Supplier. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.
- 4.2 Payment of the Supplier's valid Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30 [thirty] days from date of receipt by Transnet of a month-end statement, unless otherwise agreed to in writing. Transnet shall arrange for payment of such Tax Invoices and any pre-authorised additional expenses incurred, provided that the authorised expenses are supported by acceptable documentary proof of expenditure incurred [where this is available]. Any amounts due in terms of these Terms shall be paid to the Supplier, taking into account any deduction or set-off and bank charges.

#### 5 PROPRIETARY RIGHTS LIABILITY

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

- a) procure for Transnet the right to continue using the infringing Products; or
- b) modify or replace the Products so that they become non-infringing,

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

#### 6 PROPRIETARY INFORMATION

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

**7 DEVELOPMENT WORK IN THE PRODUCTION OF PRODUCTS**

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

**8 PUBLICITY**

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

**9 AFTER SALES SERVICE**

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

**10 TERMINATION OF ORDER**

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

**11 ACCESS**

The Supplier shall be liable for the acts, omissions and defaults of its personnel or agents who, for the purposes of the Order, shall be treated as if they are the Supplier's employees. The Supplier shall ensure

that any such personnel or agents, whilst on Transnet's premises, shall comply with Transnet's health and safety, security and system security rules and procedures as and where required.

## 12 WARRANTY

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

## 13 INSOLVENCY

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

## 14 ASSIGNMENT

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

## 15 NOTICES

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

## 16 LAW

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

**17 GENERAL**

Completion or termination of an Order shall be without prejudice to any Term herein which by its nature would be deemed to continue after completion or termination, including but not limited to clauses 5, 6, 7, 8 and 12. Headings are included herein for convenience only. If any Term herein be held illegal or unenforceable, the validity or enforceability of the remaining Terms shall not be affected. No failure or delay by Transnet to enforce any rights under these Terms will operate as a waiver thereof by Transnet. All rights and remedies available to either party under these Terms shall be in addition to, not to the exclusion of, rights otherwise available at law.

**18 COUNTERPARTS**

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

"PREVIEW COPY ONLY"

---

Respondent's Signature

---

Date & Company Stamp

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

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

.....  
SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE

NAME: \_\_\_\_\_

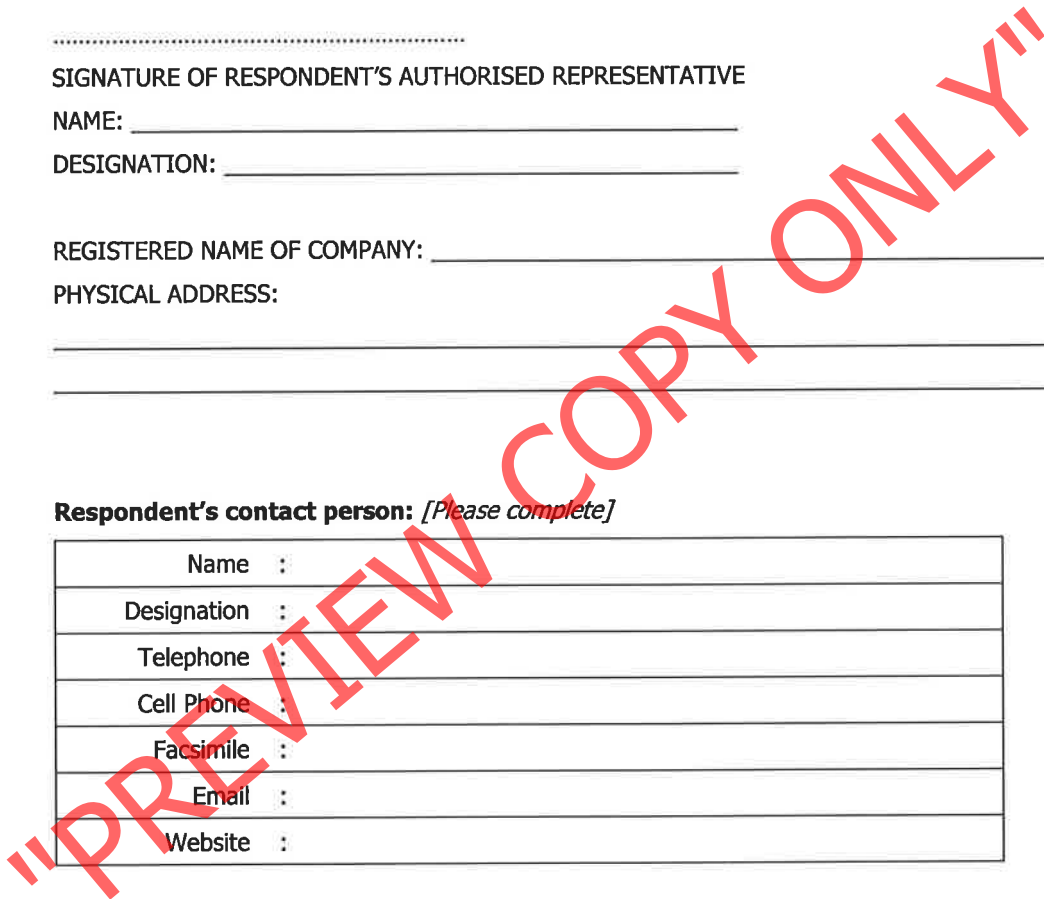
DESIGNATION: \_\_\_\_\_

REGISTERED NAME OF COMPANY: \_\_\_\_\_

PHYSICAL ADDRESS:  
\_\_\_\_\_  
\_\_\_\_\_

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

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



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

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

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



## 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 [v]	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

## FOR A PERIOD OF ONE MONTH

### ANNEXURE A: B-BBEE PREFERENCE POINTS CLAIM FORM

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

#### 1. INTRODUCTION

- 1.1 A total of **20 points** preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [IRBA] or an Accounting Officer as contemplated in the Close Corporation Act [CCA] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

#### 2. GENERAL DEFINITIONS

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

and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes reference to a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“subcontract”** means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### **3. ADJUDICATION USING A POINT SYSTEM**

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

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

4.1 In terms of Regulation 5(2) and 6(2) of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points [Maximum 20]
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

- 4.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EME’s with B-BBEE Status Level Certificates.
- 4.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.4 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.7 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.8 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

**5. B-BBEE STATUS AND SUBCONTRACTING**

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

B-BBEE Status Level of Contributor \_\_\_\_\_ = \_\_\_\_\_ [maximum of 20 points]

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the Close Corporation Act.

**5.2 Subcontracting:**

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

If YES, indicate:

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

**5.3 Declaration with regard to Company/Firm**

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....

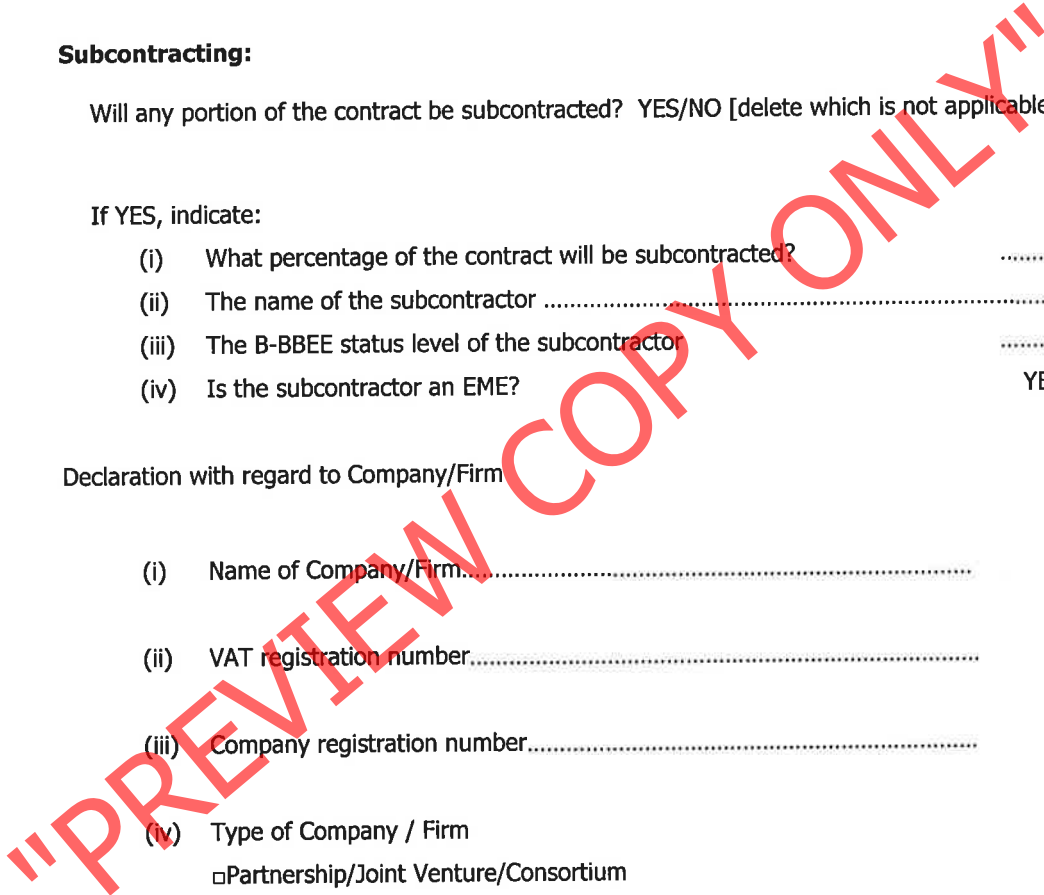
- (iv) Type of Company / Firm
  - Partnership/Joint Venture/Consortium
  - One person business/sole propriety
  - Close Corporations
  - Company (Pty) Ltd[TICK APPLICABLE BOX]

(v) Describe Principal Business Activities

.....  
.....  
.....  
.....

(vi) Company Classification

- Manufacturer
- Supplier



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

(vii) Total number of years the company/firm has been in business.....

"PREVIEW COPY ONLY"

**BID DECLARATION**

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

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet may, in addition to any other remedy it may have:
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or
  - (e) forward the matter for criminal prosecution.

**WITNESSES:**

1. ....

2. ....

SIGNATURE OF BIDDER

DATE:

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



## Appendix (i)

### GENERAL BID CONDITIONS - SERVICES

[February 2013]

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## 1) DEFINITIONS

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

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

## 2) GENERAL

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

## 3) SUBMISSION OF BID DOCUMENTS

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

## 4) USE OF BID FORMS

- a) Where special forms are issued by Transnet for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and not in other forms or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.
- b) Respondents must note that the original Bid forms must be completed for submission and not a reprocessed copy thereof.
- c) Only if insufficient space has been allocated for a particular response may a Respondent submit additional information under separate cover using its company's letterhead. This must be duly cross-referenced in the RFX.

**5) BID FEES**

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

**6) VALIDITY PERIOD**

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

**7) SITE VISIT / BRIEFING SESSION**

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

**8) CLARIFICATION BEFORE THE CLOSING DATE**

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

**9) COMMUNICATION AFTER THE CLOSING DATE**

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

**10) UNAUTHORISED COMMUNICATION ABOUT BIDS**

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

**11) RETURNABLE DOCUMENTS**

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



## 12) DEFAULTS BY RESPONDENTS

- a) If the Respondent, after it has been notified of the acceptance of its Bid fails to:
- i) enter into a formal contract when called upon to do so within such period as Transnet may specify; or
  - ii) accept an order in terms of the Bid;
  - iii) furnish satisfactory security when called upon to do so for the fulfilment of the contract; or
  - iv) comply with any condition imposed by Transnet,
- Transnet may, in any such case, without prejudice to any other legal remedy which it may have, proceed to accept any other Bid or, if it is necessary to do so, call for Bids afresh, and may recover from the defaulting Respondent any additional expense incurred by Transnet in calling for new offers or in accepting a less favourable offer.
- b) If any Respondent, who has submitted a Bid and/or concluded a contract with Transnet [hereinafter referred to as the **Service Provider**], or in the capacity of agent or subcontractor who has been associated with such Bid or contract:
- i) has withdrawn such Bid after the advertised date and hour for the receipt of Bids; or
  - ii) 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
  - iii) has carried out any contract resulting from such Bid in an unsatisfactory manner or has breached any condition of such contract; or
  - iv) has offered, promised or given a bribe in relation to the obtaining or the execution of such contract; or
  - v) 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
  - vi) has made any misleading or incorrect statement either
    - (1) in the affidavit or certificate referred to in clause 18) [*Notice to Unsuccessful Respondents*], or
    - (2) in any other document submitted as part of its Bid submission
 and is unable to prove to the satisfaction of Transnet that
    - (a) it made the statement in good faith honestly believing it to be correct; and
    - (b) before making such statement, it took all reasonable steps to satisfy itself of its correctness; or
  - vii) 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;
  - viii) has litigated against Transnet in bad faith;
  - ix) has been found guilty by a court of law, tribunal or other administrative body of a serious breach of any law, during the preceding 5 [five] years;
  - x) has been included as a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Suppliers or Register of Bid Defaulters;
- then a Bid from any such Respondent shall be disqualified and the person, enterprise or company [including any directors] shall, subject to clause c) below, be disqualified from bidding for any Transnet business through its "blacklisting" process.



- c) Any person or enterprise or company against whom a decision to blacklist has been taken, may make representations to the Chief Financial Officer of Transnet SOC Ltd, whose decision shall be final.
- d) Any disqualification [**Blacklisting**] imposed upon any person or enterprise or company, may also apply to any other enterprise under the same or different names of disqualified persons or enterprise or company [or associates thereof] and may also be applied to any agent or employee of the person or enterprise or company concerned.

### 13) CURRENCY

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

### 14) PRICES SUBJECT TO CONFIRMATION

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

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

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

### 16) EXCHANGE AND REMITTANCE

- a) The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Service Provider, effect payment overseas directly to the foreign principal of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.
- b) It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.
- c) The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the *Exchange and Remittance* section of the Bid Documents and also furnish full details of the principals to whom payment is to be made.
- d) The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.
- e) Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which agreement on an overall Rand contract has been reached.

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

**17) ACCEPTANCE OF BID**

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

**18) NOTICE TO UNSUCCESSFUL RESPONDENTS**

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

**19) TERMS AND CONDITIONS OF CONTRACT**

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

**20) CONTRACT DOCUMENTS**

- a) The contract documents will comprise these General Bid Conditions, the Terms and Conditions of Contract and any schedule of "Special Conditions" which form part of the Bid Documents.
- b) The abovementioned documents together with the Respondent's Bid response will constitute the contract between the parties upon receipt by the Respondent of Transnet's letter of award / intent, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.
- c) Should Transnet inform the Respondent that a formal contract will be signed, the abovementioned documents together with the Respondent's Bid response [and, if any, its covering letter and any subsequent exchange of correspondence] as well as Transnet's Letter of Intent, shall constitute a binding contract until the final contract is signed.

**21) LAW GOVERNING CONTRACT**

The law of the Republic of South Africa shall govern the contract created by the acceptance of a Bid. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent in its Bid at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. A foreign Respondent shall, therefore, state in its Bid the name of its authorised representative in the Republic of South Africa who is

## 22) IDENTIFICATION

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

## 23) CONTRACTUAL SECURITIES

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

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

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

## 25) VALUE-ADDED TAX

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

## 26) IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT

### a) Method of Payment

- i) The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.



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

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

**b) Conditional Discount**

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

**27) DELIVERY REQUIREMENTS**

**a) Period Contracts**

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

**b) Progress Reports**

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

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

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

**28) SPECIFICATIONS AND COPYRIGHT**

**a) Specifications**

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



**b) Copyright**

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

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

- a) Bids submitted by foreign principals may be forwarded directly by the principals or by its South African representative or agent to the Secretary of the Acquisition Council or to a designated official of Transnet according to whichever officer is specified in the Bid Documents.
- b) In the case of a representative or agent, written proof must be submitted to the effect that such representative or agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative or agent shall disqualify the Bid.
- c) When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.
- d) South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of the latter. In every such case a legal Power of Attorney from their principals must be furnished to Transnet by the South African representative or agents authorising them to enter into and sign such contract.
  - i) Such Power of Attorney must comply with Rule 63 [Authentication of documents executed outside the Republic for use within the Republic] of the Uniform Rules of Court: Rules regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.
  - ii) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.
  - iii) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.
  - iv) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi* as provided for in the Terms and Conditions of Contract.
- e) If payment is to be made in South Africa, the foreign Service Provider [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [EFT]:
  - i) funds are to be transferred to the credit of the foreign Service Provider's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
  - ii) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.

**30) CONFLICT WITH BID DOCUMENT**

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



**NON-DISCLOSURE AGREEMENT**

entered into by and between

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

And

\_\_\_\_\_

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

**RFQ Number: CRAC-KQG-11040**

"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****19 INTERPRETATION**

In this Agreement:

- 19.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 19.2 **Bid or Bid Document** means Transnet's Request for Information [RFI] Request for Proposal [RFP] or Request for Quotation [RFQ], as the case may be;
- 19.3 **Confidential Information** means any information or other data relating to one party (the **Disclosing Party**) and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party (the **Receiving Party**) or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
- a) is publicly available at the time of its disclosure or becomes publicly available (other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement); or

- b) was lawfully in the possession of the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) free of any restriction as to its use or disclosure prior to its being so disclosed; or
- c) following such disclosure, becomes available to the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

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

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

## 20 CONFIDENTIAL INFORMATION

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

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

20.3 Notwithstanding clause 20.1 above, the Receiving Party may disclose Confidential Information:

- a) to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 20.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- b) to the extent required by law or the rules of any applicable regulatory authority, subject to clause 20.4 below.

20.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 20.3b) 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

20.5 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.

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

## 21 RECORDS AND RETURN OF INFORMATION

21.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.

21.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.

21.3 The Company shall, within 7 (seven) days of receipt of a written demand from Transnet:

- a) return all written Confidential Information (including all copies); and
- b) expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.

21.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 21.3b) above.

## 22 ANNOUNCEMENTS

22.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Bid without the prior written consent of the other party.

22.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

## 23 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.

## 24 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.

## 25 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.

## 26 PRIVACY AND DATA PROTECTION

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

## 27 GENERAL

- 27.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 27.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 27.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 27.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 27.5 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 court

## ANNEXURE 1

### **SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993) AND APPLICABLE REGULATIONS**

#### **1. General**

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

#### **2. Definitions**

- 2.1 In this Specification any word or expression to which a meaning has been assigned in the Construction Regulations, shall have the meaning so assigned to it, unless the context otherwise indicates: -
- 2.2 The work included in this Contract shall for the purposes of compliance with the Act be deemed to be "**Construction Work**", which, in terms of the Construction Regulations, 2003 means any work in connection with: -
- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
  - (b) the installation, erection, dismantling or maintenance of fixed plant where such work includes the risk of a person falling;



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

### 3. Procedural Compliance

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

- 3.3 The Contractor shall, in accordance with the Act and applicable Regulations, make all the necessary appointments of competent persons in writing on a form similar to Annexure 2 of this Specification and deliver copies thereof to the Technical Officer. Copies should also be retained on the health and safety file.
- 3.4 Subcontractors shall also make the above written appointments and the Contractor shall deliver copies thereof to the Technical Officer.
- 3.5 In the case of a self-employed Contractor or any subcontractor who has the appropriate competencies and supervises the work himself, the appointment of a construction supervisor in terms of regulation 6.1 of the Construction Regulations, 2003 will not be necessary.

The Contractor shall in such a case execute and sign a declaration, as in Annexure 3, by which he personally undertakes the duties and obligations of the "Chief Executive Officer" in terms of section 16(1) of the Act.

- 3.6 The Contractor shall, before commencing any work, obtain from the Technical Officer an access certificate as in Annexure 4 executed and signed by him, permitting and limiting access to the designated site or place of work by the Contractor and any subcontractors under his control.
- 3.7 Procedural compliance with Act and Regulations, as above, shall also apply to any subcontractors as employers in their own right. The Contractor shall furnish the Technical Officer with full particulars of such subcontractors and shall ensure that they comply with the Act and Regulations and Protekon's safety requirements and procedures.

#### 4. Special Permits

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

#### 5. Health and Safety Programme

- 5.1 The Tenderer shall, with his tender, submit a Health and Safety Programme setting out the practical arrangements and procedures to be implemented by him to ensure compliance by him with the Act and Regulations and particularly in respect of: -

- (i) The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees and subcontractors in terms of section 8 of the Act;
- (ii) the execution of the contract work in such a manner as to ensure in terms of section 9 of the Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;
- (iii) ensuring, as far as is reasonably practical, in terms of section 37 of the Act that no employee or subcontractor of the Contractor does or omits to do any act which would be an offence for the Contractor to do or omit to do.

- 5.2 The Contractor's Health and Safety Programme shall be based on a risk assessment in respect of the hazards to health and safety of his employees and other persons under his control that are associated with or directly affected by the Contractor's activities in performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.

5.3 The Contractor shall cause a risk assessment contemplated in clause 5.2 above to be performed by a competent person, appointed in writing, before commencement of any Construction Work and reviewed during construction. The Risk Assessments shall form part of the Health and Safety programme to be applied on the site and shall include at least the following:

- (a) The identification of the risks and hazards that persons may be exposed to;
- (b) the analysis and evaluation of the hazards identified;
- (c) a documented Health and Safety Plan, including safe work procedures to mitigate, reduce or control the risks identified;
- (d) a monitoring and review plan.

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

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

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

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

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

- 5.7 The Contractor shall ensure that a copy of the Health and Safety Plan is available on site for inspection by an inspector, Technical Officer, agent, subcontractor, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.
- 5.8 The Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the Risk Assessment.
- 5.9 The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.10 The Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the Risk Assessment before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.11 The Contractor shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.

## **6. Fall Protection Plan**

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

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

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

**8. Health and Safety File**

8.1 The Contractor shall ensure that a health and safety file is opened and kept on site and shall include all documentation required as per the Act and applicable regulations, and made available to an inspector, the Technical Officer, or subcontractor upon request.

8.2 The Contractor shall ensure that a copy of the both his Health and Safety Plan as well as any subcontractor's Health and Safety Plan is available on request to an employee, inspector, contractor or the Technical Officer.

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

"PREVIEW COPY ONLY"

**ANNEXURE 2**

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993**

**Regulation 3(1) of the Construction Regulations**

**NOTIFICATION OF CONSTRUCTION WORK**

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

\_\_\_\_\_

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

\_\_\_\_\_

2. Principal contractor's compensation registration number: \_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

8. Nature of the construction work:

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

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

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

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

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

\_\_\_\_\_

13. Name(s) of contractors already chosen.

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

\_\_\_\_\_

**Principal Contractor**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Client**

\_\_\_\_\_

**Date**

\* THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.

\* **ALL PRINCIPAL CONTRACTORS** THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

"PREVIEW COPY ONLY"

**ANNEXURE 3  
(COMPANY LETTER HEAD)**

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) :**

**SECTION/REGULATION:** \_\_\_\_\_

**REQUIRED COMPETENCY:** \_\_\_\_\_

In terms of

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

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

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

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

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

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

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

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

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

**ACCEPTANCE OF DESIGNATION**

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

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

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

**Designation :-** \_\_\_\_\_



**ANNEXURE 4**

**(COMPANY LETTER HEAD)**

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993)**

**DECLARATION**

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

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

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

"PREVIEW COPY ONLY"

**ANNEXURE 5**

**(LETTER HEAD OF BUSINESS DIVISION OR UNIT OF TRANSNET LIMITED)**

**SITE ACCESS CERTIFICATE**

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

Name of Contractor/Builder

:-

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

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

In terms of your contract/order

with

(company) \_\_\_\_\_

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

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

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

**ACKNOWLEDGEMENT OF RECEIPT**

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

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

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

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

**Tenderer SHE Management System Questionnaire**

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

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

The information provided in this questionnaire is an accurate summary of the company’s SHE management system.		
Company Name:		
Signed:	Name:	
Position:	Date:	
Tender Description:		
Tender Number:		
<b>Tenderer SHE Management System Questionnaire</b>	<b>Yes</b>	<b>No</b>
<b>1. SHE Policy and Management</b>		
- <b>Is there a written company SHE policy?</b> - If yes provide a copy of the policy (ANNEXURE #)		
- <b>Does the company have an SHE Management system e.g NOSA, OHSAS, IRCA System etc</b> - If yes provide details		
- <b>Is there a company SHE Management System, procedures manual or plan?</b> - If yes provide a copy of the content page(s)		
- <b>Are the SHE responsibilities clearly identified for all levels of Management and employees?</b> - If yes provide details		
<b>2. Safe Work Practices and Procedures</b>		
- <b>Are safe operating procedures or specific safety instructions relevant to its operations available?</b> - If yes provide a summary listing of procedures or instructions		
- <b>Is there a SHE incident register?</b> If yes provide a copy		

<p><b>- Are Risk Assessments conducted and appropriate techniques used?</b></p> <p>- If yes provide details</p>		
<b>3. SHE Training</b>		
<p><b>Describe briefly how health and safety training is conducted in your company:</b></p>		
<p><b>- Is a record maintained of all training and induction programs undertaken for employees in your company?</b></p> <p>- If yes provide examples of safety training records</p>		
<b>4. SHE Workplace Inspection</b>		
<p><b>- Are regular health and safety inspections at worksites undertaken?</b></p> <p>-If yes provide details</p>		
<p><b>- Is there a procedure by which employees can report hazards at workplaces?</b></p> <p>- If yes provide details</p>		
<b>5. SHE Consultation</b>		
<p><b>- Is there a workplace SHE committee?</b></p>		
<p><b>- Are employees involved in decision making over SHE matters?</b></p> <p>- If yes provide details</p>		
<p><b>- Are there appointed SHE representatives?</b></p> <p>- Comments</p>		
<b>6. SHE Performance Monitoring</b>		
<p><b>- Is there a system for recording and analysing health and safety performance statistics including injuries and incidents?</b></p> <p>- If yes provide details</p>		
<p><b>- Are employees regularly provided with information on company health and safety performance?</b></p> <p>- If yes provide details</p>		
<p><b>Is company registered with workmen’s compensation and up to date?</b></p> <p>- If yes provide proof of letter of good standing</p>		

<p><b>- Has the company been fined or convicted of an occupational health and safety offence?</b></p> <p>- If yes provide details</p>		

**Safety Performance Report**

**Monthly DIFR for previous months**

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

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

-----  
 Signed  
 (Tenderer)



<b>COST CENTRE OWNER / APPROVER / LINE MANAGER (Line Function to complete)</b>		
The proposed procurement per the Demand request is done in terms of my approved delegation of authority (DOA) as loaded on SAP and that all declaration of interests (DOI) have been duly declared.		
<b>ALMA DALAS, AREA MANAGER</b> Name, designation	_____	<b>08 MAY 2013</b> Date
Pension Number:	<b>19767</b>	
User ID Number :	<b>GCF877</b>	

<b>RFS GOVERNANCE CHECKLIST</b> (SCS Compliance & Governance to complete)		
The <b>CONTRACT ADMINISTRATION DEPARTMENT</b> confirms that:-		
1. The PEDB Number has been issued or SAP RFx 2. The Correct Tender Template has been issued and is attached		
_____	_____	_____
<b>Name, designation</b>	<b>Signature</b>	<b>Date</b>
Pension Number:		
The <b>GOVERNANCE DEPARTMENT</b> confirms that:-		
1. The DOA has been verified on SAP 2. The Criteria have been pre-defined and checked 3. The RFS (PeDB) has been registered on the tender register 4. The Confinement DOA/DOI has checked and verified		
_____	_____	_____
<b>Name, designation</b>	<b>Signature</b>	<b>Date</b>
Pension Number:		