



TRANSNET FREIGHT RAIL
a Division of
TRANSNET SOC LIMITED
(Registration No. 1990/000900/30)

REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER CRAC-KQG-8673

REPAIRS AND PAINT TESTROOM KLERKSDORP 02AJ045K

ISSUE DATE	:	09 JULY 2012
CLOSING DATE	:	31 JULY 2012
OPTION DATE	:	31 OCTOBER 2012
CLOSING TIME	:	10H00
BRIEFING DATE	:	24 JULY 2012
BRIEFING TIME	:	10H00
VENUE	:	KLERKSDORP STATION

FOR DIRECTION PLEASE CONTACT: Eugene De Jager (0837041794)

TENDER BOX ALLOCATED AT THE CHAIRPERSON TRANSNET FREIGHT RAIL ACQUISITION COUNCIL, GROUND FLOOR, INYANDA HOUSE 1, 21 WELLINGTON ROAD, PARKTOWN, JOHANNESBURG

TENDER ENVELOPE TO BE MARKED AS FOLLOWS:

RFQ NUMBER:CRAC-KQG-8673

REPAIRS AND PAINT TESTROOM KLERKSDORP 02AJ045K

Please note that late responses and those Delivered or posted to the wrong address will be disqualified



REQUEST FOR QUOTATION (“RFQ”)

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SCHEDULE OF DOCUMENTS

- 1. Notice to Bidders**
- 2. Requisition for quotation**
- 3. Certificate of Attendance of RFQ Information meeting**
- 4. Scope of Work and General specification**
- 5. Safety : Act 85 of 1993 E4E**
- 6. Returnable Schedules / Documents**
- 7. Supplier Declaration Form**
- 8. General Tender Conditions (CSS5 – goods)**
- 9. Standard Terms and Conditions of Contract (US7 - Services)**
- 10. Non-Disclosure Agreement**
- 11. Supplier Code of Conduct**

“PREVIEW COPY ONLY”



SECTION 1

REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER : CRAC-KQG-8673

REPAIRS AND PAINT TESTROOM KLERKSDORP 02AJ045K

NOTICE TO BIDDERS

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

On or after **09 JULY 2012** the RFQ documents may be inspected at, and are obtainable from the office of TRANSNET Freight Rail, Tender Advice Centre, Ground Floor, Inyanda House 1, 21 Wellington Road, Parktown.

A non-refundable tender fee of R100.00 (inclusive of Vat) is applicable per tender (listed below). Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch code 004805. The deposit slip must reflect the tender number and the Company Name.

NOTE: This amount is not refundable.

Receipts to be presented prior to collection of the RFQ

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

VENUE : **KLERKSDORP STATION**

Time : **11h00**

Date : **18 JULY 2012**

The site meeting is compulsory and companies not attending will be overlooked during the tender awarding process. Respondents without a valid RFQ document in their possession will not be allowed to attend the compulsory clarification meeting. Make sure that you bring your safety shoes and reflective vest on site.

NAME : **Esther Tyam/**
Tel : **(011) 773 8557**
Email : **Esther.Tyam@transnet.net**

Tenders in duplicate must reach the Secretary, TRANSNET Freight Rail Acquisition Council, before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

Tender No	: CRAC-KQG-8673
Description	: REPAIRS AND PAINT TESTROOM KLERKSDORP 02AJ045K
Closing date and time:	31 JULY 2012 at 10h00
Closing address (refer options below)	

DELIVERY INSTRUCTIONS FOR THIS RFQ:

- 1** **If posted**, the envelope must be addressed to the Chairperson, TRANSNET Freight Rail Acquisition Council, P .O. Box 4244, Johannesburg 2000 and must be dispatched in time for sorting by the Post Office to reach the Chairperson before the closing time of the RFQ. In the event of the late receipt of a Proposal, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.
- 2** **If delivered by hand**, the envelope is to be deposited in the TRANSNET tender box which is located at the main entrance, Inyanda House, 21 Wellington road, Park town, Johannesburg and should be addressed as follows:

**THE CHAIRPERSON
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL
INYANDA HOUSE
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG
2001**

The measurements of the "tender slot" are 500mm wide x 100mm high, and Respondents must please Ensure that response documents or files are not larger than the above dimensions. Responses which are Too bulky (i.e. more than 100mm thick) must be split into two or more files, and placed in separate Envelopes.

It should also be noted that the above tender box is located at the main entrance and is accessible to the public 24 hours per day, 7 days a week.

- 3** **If dispatched by courier**, the envelope must be addressed as follows and delivered to the Office of The Chairperson, TRANSNET Freight Rail Acquisition Council and a signature obtained from that Office.
 1. Please note that this RFQ closes punctually at 10:00 on Tuesday 31 **JULY 2012**
 2. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE".
 3. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED
 4. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
 5. TRANSNET shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations received, i.e. pricing, delivery, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
 6. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope.
 7. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.

8. **BROAD-BASED BLACK ECONOMIC EMPOWERMENT (“BBBEE”)**

TRANSNET fully endorses and supports the South African Government’s Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all business enterprises have an equal obligation to redress the imbalances of the past. TRANSNET would therefore prefer to do business with business enterprises who share these same values and who are prepared to contribute to meaningful BBBEE initiatives (including and not limited to enterprise development, subcontracting and Joint Ventures) as part of their tender response.

Transnet would accordingly allow a “preference” in accordance with the 10% preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 (as amended) to companies who provide a BBBEE accreditation Certificate. All procurement and disposal transactions in excess of R30000 will be evaluated accordingly. All transactions below R 30,000 will as far as possible be earmarked for EME’s.

TRANSNET consequently urges Respondents (Large enterprises and QSE’s – see below) to have themselves duly accredited by any one of the Accreditation Agencies **approved** by SANAS (South African National Accreditation System, under the auspices of the DTI).

In terms of Government Gazette No. 32467, Notice No. 810 dated 31 July 2009, as from 1 February 2010 only BBBEE certificates issued by Accredited Verification Agencies of Verification Agencies that are in possession of a valid pre-assessment letter from South African National Accreditation System will be valid.

However accreditation certificates issued by non-accredited verification agencies before 01 February 2010 and which are still within their one (1) year validity period will still be acceptable, until their expiry date provided that the accreditation was done in accordance with the latest codes (i.e. those promulgated on 9 February 2007).

BBBEE Accreditation Certificates issued after the published date i.e. 01 February 2010, by a Verification Agency not approved by SANAS, will NOT be acceptable as from 01 February 2010.

Enterprises will be rated by such Accreditation Agencies based on the following:

- (a) **Large Enterprises (i.e. annual turnover >R35 million):**
 - Rating level based on all 7 (seven) elements of the BBBEE scorecard
 - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (b) **Qualifying Small Enterprises – QSE (i.e. annual turnover >R5 million but <R35 million):**
 - Rating based on any 4 (four) of the elements of the BBBEE scorecard
 - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (c) **Exempted Micro Enterprises – EME (i.e. annual turnover <R5m are exempted from being rated or verified):**
 - Automatic BBBEE Level 4 rating, irrespective of race ownership, i.e. 100% BBBEE recognition
 - Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE rating, i.e. 110% BBBEE recognition

- EME's should provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% (to be renewed annually) from their Auditors / Accounting Officers

In addition to the above, Respondents who wish to enter into a Joint Venture (JV) or subcontract portions of the contract to BBBEE companies must state in their Tenders / Proposals the percentage of the total contract value which would be allocated to such BBBEE companies, should they be successful in being awarded any business. A rating certificate in respect of such BBBEE JV-partners and/or sub-contractors, as well as a breakdown of the distribution of the aforementioned percentage allocation must also be furnished with the tender response to enable Transnet to evaluate / adjudicate on all tenders received on a fair basis.

Each Respondent is required to furnish proof of its BBBEE status (Certificate and Detailed Scorecard) and ensure that the documentation is valid at the date of Tender Submission as stipulated above to TRANSNET.

Failure to submit your BBBEE Certificate and Detailed Scorecard will result in a score of zero being allocated for BBBEE evaluation.

Turnover: Indicate your company's most recent annual turnover: R.....

- If annual turnover <R5m, please attach auditors / accounting officers letter confirming annual turnover and percentage black ownership as well as Black Women ownership
- If annual turnover >R5m please attach BBBEE certificate and detailed scorecard from an accredited rating agency.

The DTI has created an online **B-BBEE Registry** (<http://www.dti.gov.za>) in order to provide a central and standardized source of the B-BBEE status of all entities, and to facilitate the flow of this information amongst entities by providing a Unique Profile Number (UPN) per each listing. Existing and prospective suppliers are therefore urged to list their B-BBEE status on the DTI Registry. Hence, entities verified by DTI, will receive the following benefits:

- Their BBBEE status will be verified and confirmed by the DTI, before listing on the Registry
- Listing on the Registry will provide suppliers the option to market themselves on the DTI B-BBEE Opportunities Network. This is a search engine that is designed to help businesses find B-BBEE compliant entities who match specific requirements in terms of the nature of services/goods provided, region, B-BBEE status or other search criteria.

Transnet supports this DTI initiative and will use the DTI Registry to verify prospective and existing suppliers' BBBEE credentials.

Kindly provide Transnet with your DTI B-BBEE UNIQUE PROFILE NUMBER with all tender submissions.

DTI BBBEE UNIQUE PROFILE NUMBER:
--

Failure to submit your BBBEE information in terms of the above-mentioned clauses will result in a score of zero being allocated for BBBEE evaluation.

9 COMMUNICATION

Respondents are warned that a response will be liable to 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 an RFQ between the closing date and the date of the award of the business.

A respondent may, however, BEFORE THE CLOSING DATE AND TIME, direct any enquiries relating to the RFQ to the TRANSNET employee as indicated in (2) above.

10. RFQ SCHEDULE

Respondents will be contacted as soon as practicable with a status update. At this time short-listed Respondents may be asked to meet with TRANSNET representatives. Respondents are to provide a list of persons who are mandated to negotiate on behalf of their company, together with their contact details.

10.1 INSTRUCTIONS FOR COMPLETING THE RFQ

- (i) Sign one set of documents (sign and date the bottom of each page). This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set can be a copy of the original signed Proposal.
- (ii) Both sets of documents to be submitted to the address specified above.
- (iii) The following returnable documents must accompany all Proposals:
 - The Respondent's latest audited financial statements;
 - The Respondent's valid Tax Clearance Certificate.
 - A CD copy where applicable

11. COMPLIANCE

The Respondent shall be in full and complete compliance with any and all applicable State and Local Laws and Regulations.

12. ADDITIONAL NOTES:

- All returnable documents as indicated in the Proposal Form (Section 3) must be returned with the response
- Changes by the Respondent to its submission will not be considered after the closing date
- The person or persons signing the Proposal must be legally authorized by the Respondent to do so (Refer Section 4). A list of those person(s) authorized to negotiate on your behalf must be submitted along with the Proposal
- All prices must be quoted in South African Rand
- TRANSNET reserves the right to undertake post-tender negotiations with the preferred Respondent or any number of short-listed Respondents

NB: Unless otherwise expressly stated, all Proposals furnished pursuant to this Request shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated. TRANSNET reserves the right to reject any or all offers.

**FAILURE TO OBSERVE ANY OF THE ABOVE-MENTIONED REQUIREMENTS
MAY RESULT IN THE PROPOSAL BEING REJECTED.**

13. DISCLAIMERS

Respondents are hereby advised that TRANSNET is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Proposal in response to it. In particular, please note that TRANSNET reserves the right to:

- modify the RFQ's Goods or Services and request Respondents to re-bid on any changes
- reject any Proposal which does not conform to instructions and specifications which are detailed herein
- disqualify Proposals submitted after the stated submission deadline
- not necessarily accept the lowest priced Proposal
- reject all Proposals, if it so decides
- award a contract in connection with this Proposal at any time after the RFQ's closing date
- award only a portion of the proposed Goods or Services which are reflected in the scope of this RFQ
- split the award of the contract between more than one Supplier
- make no award of a contract

Kindly note that TRANSNET will not reimburse any Respondent for any preparation costs or other work Performed in connection with the Proposal, whether or not the Respondent is awarded a contract.

14. Any PROPOSAL submitted by a Respondent is subject to negotiation and review of the proposed contract by Trans net's Legal Counsel.

NAME OF RESPONDENT:

PHYSICAL ADDRESS:

Indent's contact person:

Name:

Designation:

Telephone:

Cell phone:

Facsimile:

Email:

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



SECTION 2

REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER: CRAC-KQG-8673

REPAIRS AND PAINT TESTROOM KLERKSDORP 02AJ045K

REQUISITION FOR QUOTATION

COMPANY NAME:

.....

.....

.....

Tel (011)
Fax (011)

ISSUE DATE 09 -07- 2012

CLOSING DATE 31- 07- 2012 (10h00)

SUPPLY CHAIN SERVICES	
Contact: Esther Tyam	
Tel: 011 773 8557	
Fax: 011 773-2020	

Prices in South African currency, including all costs.			
Direct to consignees			
ITEM NO:	DESCRIPTION		
1.	REPAIRS AND PAINT TESTROOM KLERKSDORP 02AJ045K		
Total price for the service			
2.Prices must be V.A.T. exclusive			
3. Direct delivered to:	KLERKSDORP STATION		
4.Contact person:	Esther Tyam 011 773-8557/ EUGENE 083 704 1794		

5.COMPULSARY DOCUMENTS

NOTE

- 5.1.Return of tender documents
The tender documents must be submitted on the closing date in **duplicate** and failure To do so will automatically disqualify your offer.
- 5.2.The following documents are compulsory, and they must be attached to the tender document If it's a copy must be certified.

If **Not** your tender will not be considered.

- a) Tax Clearance Certificate
- b) Supplier Declaration Form
- c) Current Vat Registration No.
- d) BBBEE level certification and Score Card

6. FRAUD HOTLINE

Transnet strives to be fair, equitable and just in all its dealings with tenderers. As such we encourage all tenderers to report any practice, activity or information that they are aware of or become aware of which may result in any perception of or actual fraud being committed against or in the name of Transnet. The hotline details are:-

Hotline telephone: 0800 003 056

Email: transnet@tip-offs.com

Fax: 0800 007 788

All information received will be treated with the utmost confidentiality

7. BUSINESS ADJUDICATION CRITERIA:

7.1."Order winning criteria"

7.1.1.Competitive pricing

7.1.2 Previous Experience

7.1.3 Availability

7.1.4. Letter of good standing

7.1.5.Capacity

7.5. Lead Time/ Delivery period

7.3."BBBEE"

7.3.1.Provide BBBEE level Certification

SIGNATURE OF TENDERER: _____

Date: _____

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SECTION 3

REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER : CRAC-KQG-8673

REPAIRS AND PAINT TESTROOM KLERKSDORP 02AJ045K

CERTIFICATE OF ATTENDANCE

8. RFQ SITE MEETING:

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

PPE SAFETY CLOTHING MUST BE WORN ON SITE

VENUE : KLERKSDORP STATION
Time : 11H00
Date : 18 JULY 2012

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

Contact people on sites: (Esther Tyam)

8.1. **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

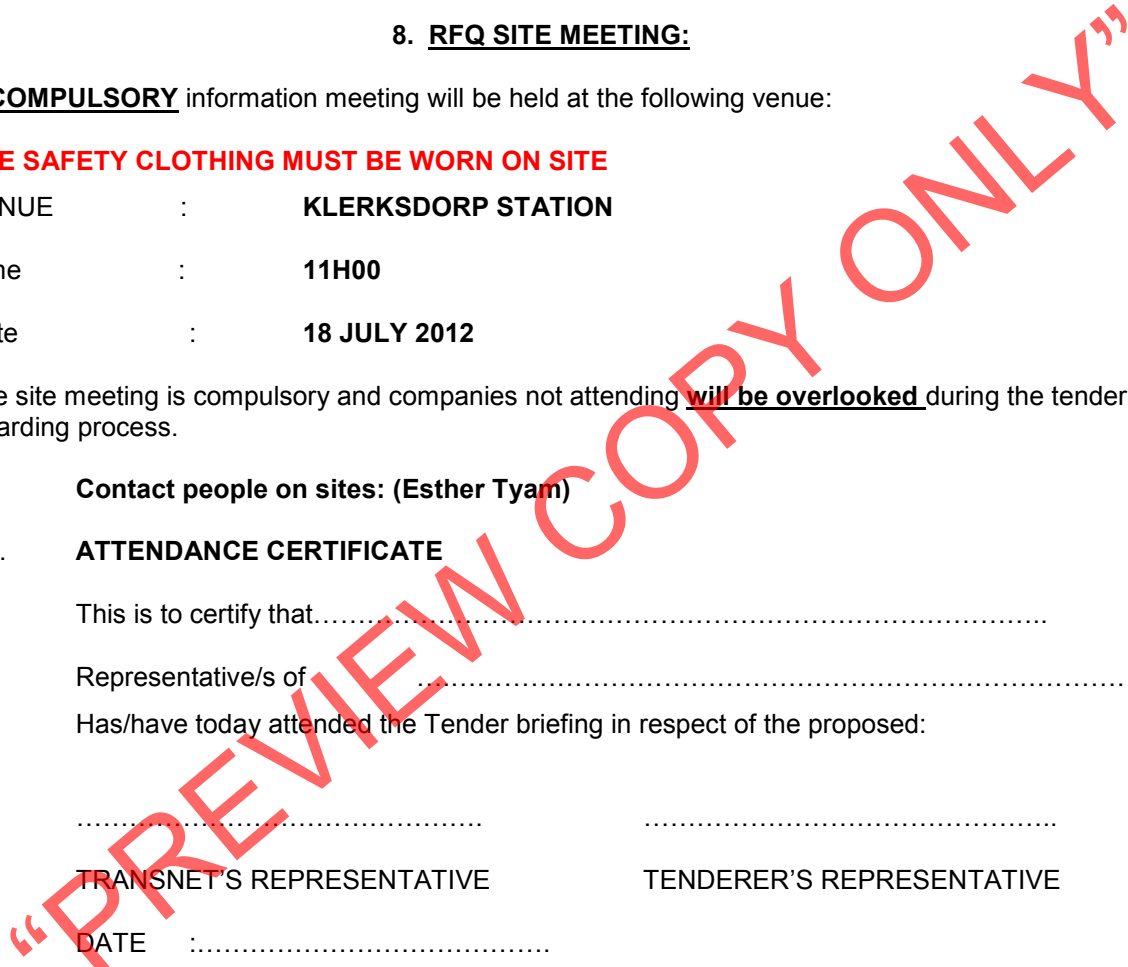
TENDERER'S REPRESENTATIVE

DATE :

VERY IMPORTANT

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

SIGNATURE OF TENDERER: _____ **Date:** _____



REFERENCES: _____

COMPANY INFORMATION

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

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

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

SIGNATURE OF TENDERER:

Date: _____



SECTION 4

REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER : CRAC-KQG-8673

REPAIRS AND PAINT TESTROOM KLERKSDORP 02AJ045K

SCOPE OF WORK

"PREVIEW COPY ONLY"

SIGNATURE OF TENDERER:

Date: _____

**BUILDING DESCRIPTION: TRANSTEL TEST ROOM
CITY / TOWN: KLERKSDORP
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.

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, Where 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.

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

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

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

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SCHEDULE OF WORK AND PRICES

	Description	Quantity	<u>Unit</u>	<u>Price</u>
	CEILINGS			
1	Repair concrete ceiling (Cracks and peeling paint due to leaking roof)	9	M ²	
2	Remove loose paint from ceiling, clean area and treat area with bonding liquid (see attached specification)	14	M ²	
3	Paint ceiling complete 1 coat universal undercoat and 1 coat egg shell enamel after preparations as specified was done. (see attached paint specification).	238	M ²	
	WALLS INTERIOR			
4	Repair crack in wall 4 to 6 mm wide, open up crack with sharp object, fill crack with poly cell or similar filler and sand smooth (hairline cracks and cracks up to 4mm is included in the preparations for paint of wall item)	4	M	
5	Prepare walls for painting, wash smooth plaster walls with sugar soap, open cracks up to 4mm with sharp object, fill cracks and all holes, sand level and sand wall complete to provide bond for new paint, rinse with clean water to remove all sanding dust	845	M ²	
6	Paint smooth plaster walls 2 coats Dulux wash 'n wear or Plascon double velvet silk finish paint. apply paint only after preparation as per attached specification. colour: barely beige code 3h1-1	817	M ²	
7	Remove glazed wall tiles complete from plaster or brick wall. remove all adhesive.	49	M ²	
8	Lay 1st grade 200 x 250mm white ceramic glazed wall tiles. use 3mm spacers. item include walls, reveals, soffits, sills and the top of shower walls. use white grout. use only Tylon wb11 adhesive or adhesive approved by project manager	49	M ²	
9	Fit white plastic cove edge strip to ceramic tiles to finish joints between tiles and sink / bath. all corners shall have neatly mitred joints (no piece shall be shorter than 450mm in a long straight section)	8	M	
10	Use silicone sealer as tile joint to allow for movement in expansion joints with ceramic wall tiles in all corners and at maximum every 4.0m. (tiles should be installed providing for adequate movement joints) see attached specifications	4	M	
11	Remove and refit items fixed against wall at same position after wall has been painted or tiled. item include notice boards, key cupboards, fan shelf's and mirrors that are fixed with screws to wall.	6	EA	
	WINDOWS INTERIOR			
12	Replace window latch for centre , top or bottom hinge type industrial window frame	51	EA	
13	Remove as necessary back putty and replace with new back putty to neat and straight finish	6	M	
	WINDOWS INT AND EXT			
14	Replace cracked or broken window panes clear, size 350mm x 450mm x 3mm. clean frame apply 1 coat anti rust paint. see attached detail specification. place sheet on floor or garden to catch all broken pieces of glass	29	EA	
15	Replace cracked or broken obscure window panes, size 450mm x 350mm x 3mm. clean frame of dirt and rust. apply 1 coat anti rust	10	EA	

	paint. see attached detailed specification. place sheet on floor and in garden as necessary to catch all broken glass			
16	Repair window opener that is hinge bound, bend hinges to ensure window close properly and easy after window frame has been painted (each = 1 window opener)	4	EA	
17	Remove all thick paint at hinges and around frame rebate to ensure window close easy, window shall close easy and properly after window frame has been painted. item include paint of 1 coat steel primer to bare metal sections	10	M	
18	Paint industrial SS type window frame complete, with 1 coat universal undercoat and 2 coats Dulux water base pearlglo lockness code - 311-5. item includes removing all old paint from glass area and cleaning of glass. see detailed specifications.	58	M ²	
	DOORS/SECURITY GATES			
19	Fit or replace standard round rubber type door stop	10	EA	
20	Plane door on sides, item includes removing and refitting of door as necessary to plane bottom, top or sides where door catches against door frame or floor, see attached specifications for clearances.	2	EA	
21	Cut and sand edge of door at bottom to allow for ceramic tiles or carpet. item includes remove and refitting of door	13	EA	
22	Paint door complete both sides, side edges, top edge undercoat and 2 coats Dulux pearlglo river rock code 6j1-7. apply paint only after preparation as per attached specification. door 810mm x 2.03m door=3.66 m2. 750mm x 2.03m door=3.42 m2.	63	M ²	
23	Security gate prepare for painting, spot prime, paint 1 coat universal undercoat and 1 coat white gloss enamel. single standard 810 x 2030mm gate, 40mm square tubing outer frame. 25mm square tubing gate frame and 12mm dia round bars . see attached spec	2	M ²	
	DOORFRAMES			
24	Paint door frame 1 coat undercoat and 2 coats Dulux pearlglo lockness code-311-5. single steel frame. 115mm=1.150m2. single 230mm=1.750m2. double 1511mm x 115mm=1.29 m2. double 1511mm x 230mm=1.96 m2. after preparation as per specification has been done.	8	M ²	
25	Paint door frame with fan light. undercoat and 2 coats Dulux pearlglo lockness code-311-5. item includes the paint of fan light window. single frame.115mm=1.85m2. 230mm=2.50m2. double frame 1511mmx115mm =2.1 m2. 230mm=3.00 m2 preparation included	24	M ²	
26	Varnish door frame without fan light. complete 2 coats varnish, use exterior varnish on frames in exterior walls. after preparation as per attached specification.	3	M ²	
27	Do preparations as specified and supply varnish and varnish double doorframe without fan light complete 2 coats. varnish, use exterior varnish on frames in exterior walls. (see attached paint specification)	5	M ²	
	FLOORS			
28	Repair crack 10 to 20mm wide in concrete floor with Abe duragrout p product as per attached specifications	14	M	
29	Remove vinyl floor tiles complete and clean floor from all adhesive	210	M ²	
30	Wash carpets with industrial steam carpet cleaning machine. item include the move of furniture out of the room and back again.	25	M ²	
31	Repair damaged section of floor carpets by cut section neatly out and glue new section in.	1	M ²	
32	Chip 80 % of concrete floor area. supply and apply Tylon or tal key coat to floor for ceramic tiles (please read the manufacture specifications on container on how to mix and apply the key coat).	210	M ²	
33	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)	210	M ²	
34	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	20	M	
35	Fix loose wood skirting	5	M	

36	Clean floor from all oil, grease, dirt with heavy duty detergent to the satisfaction of the project manager. rinse with clean water and leave to completely dry out. apply two coats Dulux or Plascon dark grey floor paint	13	M ²	
37	CUPBOARDS Fit / replace cupboard door handle type as specified	9	EA	
38	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)	3	M ²	
	PLUMBING INTERIOR			
39	Remove hand wash basin complete with brackets and waste pipe. item include the repair of all holes in wall. item does not include the water pipes. see item to remove water pipes per job as necessary.	2	EA	
40	Install porcelain wash hand basin, mixer tap as specified, connector, chrome plated brass outlet and rubber trap (install basin 800mm high from floor to front top edge of basin)	2	EA	
41	Install/replace large type porcelain bowl urinal with grate outlet plastic white bottle trap complete (install urinal 650mm from floor level to front top edge of urinal)	1	EA	
42	Remove toilet pan and cistern complete, item do not include pipes	2	EA	
43	Fit toilet complete, include wc pan, 9 litre porcelain cistern, cobra angle valve, flex connector and heavy duty plastic seat (not close couple).	2	EA	
44	Drill 15 to 25 mm dia holes through wall up to 300 mm thick for water pipe and make good	2	EA	
45	Drill 40mm to 60mm holes through wall up to 300 mm thick for PVC waste pipe and make good	2	EA	
46	Vertical or horizontal chasing for pipes up to 25mm wide x 50mm deep. make good after pipes , installation has been completed. repair to match wall finish.	5	M	
47	Install water pipes 15mm class 2 copper pipes against wall and or in wall and or in roof, item exclude fittings, item to supply water point cover the fittings. (pipes in wall, all the pipe work shall be inspected before closing of pipes with plaster).	6	M	
48	Fit a water point class 2 copper pipe. item include as necessary 15mm and or 22mm capillary or compression fittings. this is to supply all materials and labour to bring the necessary water to the basin, shower, cistern or sink, but excludes the pipe work	2	EA	
49	Install/replace PVC waste pipe, item include all necessary fittings from basin to gully, all bends and junctions shall be of access type	3	M	
	FIT/REPLACE ITEMS/ FURNITURE			
50	Fit mirror 350mm x 450mm fix with two sided tape and mirror adhesive	2	EA	
51	Fit toilet paper holder porcelain	2	EA	
52	Fit / replace towel rail	3	EA	
53	Fit standard type plastic 200mm x 200m sign to door to indicate men and or woman toilet or ablution facilities.	2	EA	
	ROOF			
54	Prepare roof for painting, no peeling paint. sand roof complete to provide bond for new paint. clean and rinse roof with clean water while sweeping with brooms. roof area is length x width (area do not include roof sheet profile)	118	M ²	
	Do preparations as specified and paint roof 2 coats bitumen aluminium paint. (see attached paint specification)	118	M ²	
	GUTTERS/DOWNPINES			
	Clean gutters inside (size 100 mm x 125 mm)	28	M	
	Supply paint and paint gutters outside complete (size 125 mm x 100 mm) 2 coats paint. 1.0m = 0.30m ² . after all preparations as specified was done. (see attached specification)	8	M ²	
	Do preparations as specified, paint down pipe complete 2 coats paint. after all preparations as specified was done. (see attached specification)	4	M ²	
	WINDOWS EXTERIOR			
	Remove loose and cracked front putty. clean steel of all dirt and	510	M	

	rust and paint glazing bars with Dulux or Plascon steel anti rust primer. replace front putty to neat and straight finish.			
	PLUMBING EXTERIOR			
	Supply all necessary fittings and couple new PVC sewer pipe to existing sewer pipes to comply with national building regulations sabs 0400. item exclude excavations	1	JOB	
	Install / replace precast concrete gulley, top complete with grid. gulley shall be at least 150mm above ground level, but if building has paving or a concrete apron, the gulley shall be 50mm above paving or concrete	1	EA	
	Install/ replace 110 mm above ground sewer pipes (see attached diagram sketch) item include all fittings necessary to complete work to national building regulations sabs 0400	1	JOB	
	Replace / install sink, basin, urinal, shower or bath waste pipe. item includes all necessary fitting and holder bats to complete waste pipe from trap to gulley/drain all bends and junctions shall be of the type with access as per attached specification	3	M	
	MASS CONCRETE/REINFORCING			
	Hand mix concrete on site where a small quantity is required. TO FORM A BRIDGE OVER THE POND concrete shall be mixed on mixing board or hard surface. cast concrete in foundations and compact. concrete shall be at least 20mpa. all work and material to comply with attached specification	2	M ³	
	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 .			
	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. Included in risk and saftey, 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 Cost for the risk assessment and saftey include complete compliance with the current Occupational Health Safety Act			
				Total

"PRELIMINARY COPY ONLY"

Received _____ Opened on _____ Witness: _____ Witness: _____ =	GROSS TOTAL R _____ 14% V.A.T. R _____ AMOUNT DUE R R _____
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PREPARATION

.Doors: Sandpaper to smooth/finish for varnish and painted doors. Fill cracks with putty.

Windows: Sandpaper fill cracks in old putty with putty, and remove loose front putty and replace and fill back putty.

Walls interior and ceilings: Using poly cell sugar soap and Luke warm water wash walls and ceilings completely.

Sandpaper walls and ceilings lightly. Using crack filler fill all cracks and sand to smooth finish..

Apply grip coat to floors and previous painted walls one day before til

Contact Transnet supervisor for inspection before you start painting and tiling.. Cell: 0837041794

Specifications

CEILINGS

Work description: Concrete ceiling repair

Work description: Remove loose paint from ceiling and treat area.

Bonding liquid. Solvent (often turpentine), transports resin into RhinoLite plaster. When solvent evaporates, resin becomes hard stabilising porous/powdery surface. Therefore, bonding liquid is preferable for porous/powdery surfaces. Remove all loose flaking paint including chalking. Clean ceiling with damp cloth. Prime affected areas with a bonding liquid. Apply as recommended 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.

Work description: Paint ceiling complete undercoat and egg shell enamel

Paintwork to ceilings Include the cover strips, cornices stopping, sanding, dusting and priming of nail heads and screws. Ceilings previously painted with enamel paint: Apply one coat of universal undercoat (SABS 681) and one coat white EGG SHELL ENAMEL paint (SABS 515). 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 commenced. No sweeping or dusting shall be done while painting is in progress or while paint is still wet.

WALLS INTERIOR

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.

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.

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.

Work description: Remove glazed wall tiles.

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

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

Work description: Fit ceramic tile COVE strip.

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

Work description: Use silicone sealer as tile joint, instead of grout, to absorb movement in joints.

Tiles should be installed providing for adequate movement at joints. Movement and expansion joints to be provided for at maximum ± 3 m centres externally or at ± 4 m centres internally, in both directions or as per the tile manufacturers instructions. All expansion and movement joints must extend through the adhesive bed and tiles.

Work description: Remove fixed item from wall to paint and refit.

Remove items like notice boards, key cupboards, fan shelf's 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

Work description: Fit or Replace window Latch

Replace or fit new Brass or chrome plated window handle to match existing handles and fix with right type and of matching metal finish screw. Apply lock tight to screw.

Work description: Replace/repair back putty at window paint

WINDOWS INT AND EXT

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.

Work description: Replace cracked/broken windowpanes (obscure).
Remove broken windowpane, 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.

Work description: Service window opener to close easy.

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.

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

DOORS/SECURITY GATES

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 plu
Work description: Plane door to fit including paint / varnish edge com
Determine where door catches against frame or floor. Remove door if necessary and plane. If door catches on lock side the hinges must be removed and the door planed on hinge side. The hinges must then be checked in again to be flush with door. The clearance on top and on sides shall be 2mm and at bottom 6mm. Exposed wood on painted door shall be primed. Varnished doors, apply one coat varnish.

245 Work description: Cut door at bottom to allow for ceramic tiles.
The clearance between tile floor and door shall be 6mm.

271 Work description: Paint door complete, 2 coats.

Previously painted doors: Wash thoroughly with a suitable detergent to remove all dirt and rinse with clean water. Remove defective paint/varnish and repair all holes and defective places with a suitable wood filler. Sand complete door and wipe off all sanding dust with a damp cloth. Allow to dry and apply one coat universal undercoat and one coat gloss enamel paint. New doors to be painted: 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. Allow paint to dry between coats as per specification.

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

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.

Work description: Paint frame with fan light, 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 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 doorframe 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 one coat gloss-enamel. New wooden door frames to be painted: Sand smooth, wipe sanding dust off with damp cloth, allow to dry. Apply one coat wood primer, one coat universal undercoat and 2 coats Dulux pearglo on doors frames. Allow paint to dry between coats as per manufacturer specifications

313 Work description: Varnish single doorframe with fan light, complete 2/3 coats.

Previously varnished wooden door frame: Wash thoroughly with a suitable detergent to remove all dirt, rinse with clean water. Remove defective 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 two coats of varnish. New wooden door

frames to be varnished: Sand smooth, wipe off sanding dust with damp cloth, allow to dry. Apply three coats varnish to doorframe. As per specification, allow varnish to dry between coats.

315 Work description: Varnish double doorframe without fanlight complete 2 coats
Previously varnished wood doorframe: Wash thoroughly with a suitable detergent to remove all dirt and rinse with clean water. Remove defective varnish and repair all holes and defective places with a suitable wood filler. Sand complete frame and wipe off all sanding dust with a damp cloth. Allow to dry and apply two coats of varnish. New wood doorframes to be varnished: Sand smooth wipe sanding dust off with damp cloth allow to dry apply three coats varnish to doorframe.

FLOORS

Work description: Repair crack in concrete floor

SURFACE PREPARATION

Chisel out the crack using a chisel and a hammer to 10mm wide. All surfaces should be clean and free from any laitance, oils or grease. Concrete surfaces are to be wetted a few hours before grouting, taking care to remove any remaining water immediately prior to grouting. Any defective concrete should be cut back to sound material. Take care to allow gaps that will ensure a continuous flow of grout through the gap. Other than making provision for the escape of entrapped air, the gap or cavity must be watertight to retain the flowing grout and prevent the suction of water from the grout. A minimum clearance of 10 mm needs to be maintained between bed and base. Always pour from one side thus ensuring that the grout fills the void without entrapping air.

MIXING

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

PLACING

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

325 Work description: Remove vinyl floor tiles and clean floor
Remove tiles completely and remove all debris from site.

333 Work description: Wash carpets

The area have to be inspected to determine the condition of the carpet and any special treatments that may be required. At the same time, the environment must be assessed to determine the furniture and furnishings in the room and the drying conditions. Before the area is cleaned, moveable furniture must carefully be moved out of the way. Once cleaning has been completed, it must be returned to it's original location with pads placed under legs, etc. to protect the newly cleaned carpet until it is fully dry The carpets must be sprayed with carpet soap cleaner to loosen the grime chemically. All spots and stains shall be specifically treated at this stage as well. Deep cleaning must now commence, uses hot water extraction. The carpet must be s injected with cleaning solution and water and this is then vacuumed up immediately. In applying this process, the under felt or backing of the carpet must not get wet and the application of the cleaning solution must be kept

localized and focused. Finally, grooming (called racking) must be done to ensure that the carpet fibres lay in one direction and are fluffed to give maximum resilience.

Work description: Repair floor carpets

Repair or replace section of carpets as specified on fault list Cut out the entire damaged area with a utility knife. Try to do this with just one cut on each side and avoid cutting through the carpet pad. Use the cut-out piece as a pattern to cut a new piece. Be sure to match the direction of the pile. Spread carpet adhesive on the exposed carpet pad and on the back of the patch itself. Put some adhesive under the edges of the carpet surrounding the hole as well. Press the patch into the hole and rough up the pile with your fingertips. Let the glue dry for about six hours and then vacuum the patched area

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.

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 PROFESIONAL 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.

350 Work description: Apply silicone sealer in tile joint to allow for expansion or movement at joint.

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

369 Work description: Fix loose wood / steel / aluminium skirting Work description: Paint floor Item include cleaning of floor to the satisfaction of the project manager.

CUPBOARDS

414 Work description: Fit / replace cupboard door handle

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.

PLUMBING INTERIOR

439 Work description: Remove wash hand basin, complete.

443 Work description: Install/replace wash hand basin 2 taps, connector, outlet and Wash hand basins white porcelain/glazed ceramic and shall comply with (SABS 497). 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 insets and fixed on the left hand side of all basins, sinks, showers, etc. and taps for cold water with green/blue plastic insets 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 and basin shall be level and shall be 800mm from finished floor level to top front section of basin in no pedestal basin is specified.

451 Work description: Install Wall mounted porcelain bowl urinal with flash master valve complete

Wall mounted urinals shall be of white glazed fireclay or vitreous china type, each approximately, 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.

465 Work description: Toilet pan and cistern remove complete

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

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.

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.

511 Work description: Install / replace water pipes 15mm copper pipes
Copper pipes for domestic water services in all cases shall comply with the requirements of SABS Specification 460 Class 2 and 3. For applications below ground only Class 2 or 3 shall be used. Pipe work shall be of Class 2 or 3. Provision must be made for union couplings in strategic places. No exposed surface mounted piping will be permitted on wall surfaces except where it is avoidable and provided it is not unsightly, all to the approval of the Manager. A proper inclination shall be maintained in fixing pipes so that no air can be lodged in them. All pipe work to be installed in compliance with manufacturers specification and SABS 0252 code of practice. Provision must be made for thermal expansion and the proper anchoring there of. All pipe runs should be flushed, fastened and pressure tested, prior to the application of any terminal fittings.

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.

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 uPVC 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.

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.

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

543 Work description: Fit sign to indicate woman or men toilet

ROOF

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.

586 Work description: Paint roof 2 coats Bitumen aluminium paint
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 or Plascon Bitumen aluminium 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.

EVEN IF THE PROJECT MANAGER DID APPROVED THE ROOF TO BE PAINTED AFTER THE ROOF HAD BEEN CLEANED, THE CONTRACTOR WILL STILL BE RESPONSIBLE IF THE PAINT PEEL IN THE RETENTION OR GUARANTEE PERIOD. AS THE CONTRACTOR SHALL WORK PREPARE AND APPLY THE PAINT ACCORDING TO THE MANUFACTURE SPECIFICATIONS.

GUTTERS/DOWNPIPES

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.

WINDOWS EXTERIOR

694 Work description: Replace front putty.

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

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

732 Work description: Install/replace pre-cast concrete gully top.

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

734 Work description: Lay above ground sewer pipes

Only registered plumbers and drain layers shall be employed on any plumbing and drainage work.

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

736 Work description: Install or Replace waste pipe with holder bats, complete.

Replace or fit sink, hand wash basin, urinal, shower or bath waste pipe. If only one basin pipe can be 40mm dia all other shall have 50mm u PVC waste, vent pipes and fittings as

per SABS 791 and according to National Building Regulations (SABS 0400-1990). All bends and junctions shall have access. URINAL WASTE PIPES SHALL ALWAYS BE COUPLED DIRECTLY TO SEWER AND NOT TO GULLEY.

MASS CONCRETE/REINFORCING

Work description: Hand mix concrete, 20MPA.

CURING OF CONCRETE: After the concrete has been placed, all exposed surfaces shall be continuously kept damp for at least 10 days by methods as may be approved by the Representative/Agent. These include, covering with approved building paper, by means of wet canvas, wet sacks, wet sand, by continuous hosing or ponding with water. Where the term "plain concrete" appears in SABS Specification 1200G it shall be read as "mass concrete" **CEMENT:** Cement shall be Portland cement complying with the requirements of SABS Specification 471 or PC15 complying with SABS Specification 831. Samples of cement from any one, or from every consignment, may be required by the

Representative/Agent for test purposes. Cement in any consignment from which a sample may have been taken for testing shall not be used until it has been approved. Allowance must be made for possible delays, in that tests may take 10 days, to carry out. Bags of cement shall be stacked in a waterproof, solidly constructed shed with a central door and a floor rendered damp-proof with a tarpaulin. The bags of cement shall be closely stacked (but not against walls) in order to reduce air circulation in such a way that the cement is used in the order in which it was received, i.e. first in first out. **SAND (FINE AGGREGATE):**

The fine aggregate shall comply with the requirements of SABS Specification 1083. Other aggregates may be approved if they have a satisfactory history and/or test results. No aggregate may be used until it has been approved. Samples having a mass of 25 kg (16,5 litre) of the aggregate proposed to be used may be required by the Representative/Agent for test purposes. Samples having a mass of 25 kg shall be forwarded every 3 months during concreting work and also if the source of supply is changed. Allowance must be made for possible delays in that the tests may take 14 days to carry out. **STONE**

(COARSE AGGREGATE): The coarse aggregate shall comply with the requirements of SABS Specification 1083. No aggregate may be used until it has been approved. Samples having a mass of 25 kg (16,5 litre) may be required by the Representative/Agent for test purposes. Samples shall be forwarded every three months during concreting work and also if the source of supply is changed. Allowance must be made for possible delay in that the tests may take 14 days to carry out. **NB:** Certain fine grained sand and stone originating from the Beaufort Series and Karol Systems which are known by reputation, local experience or tests, to exhibit excessive shrinkage when used in concrete, may be deemed unacceptable by the Representative/Agent. A certificate of proof is required from the Contractor that the aggregates are not alkali reactive. The cost of testing and certification are to be borne by the Contractor. **CONCRETE:** Concrete shall be of the

classes given in the following table. The proportions of the ingredients and the nominal size of the coarse aggregate for each class shall be as laid down therein, unless otherwise specified. Class B concrete shall be used for mass concrete and Class E concrete for reinforced concrete. Maximum concrete slumps acceptable for different types of construction concrete are as follows: (a) Vibrated reinforced concrete = 50 mm (b) Un vibrated reinforced concrete = 75 mm (c) Mass concrete = 75 mm. When so required by the Representative/Agent, and whilst concreting is in progress, the consistency of the mixture shall be ascertained by means of the slump test as later described herein.

Hire of S.A.S. Proved scaffolding and boards.
Clear sites.

HOT WORK PERMIT

DATE :

PERMISSION IS GRANTED TO :

TO USEIN THE(Exact Location)

BETWEEN.....a.m. AND.....a.m.

.....p.m.....p.m.

The above location has been examined.

A man will be standing by with an extinguisher/hose reel while the operation is in progress.

There are no combustile liquids,vapours, Gases or dusts.

He and the operatives have had the nearest fire alarm/telephone pointed out to them and have been told what to do in the event of a fire.

All combustile material has either been Removed or suitably protected against heat And sparks.

Signature of person issuing permit and position held:

.....
.....

Work area and all adjacent areas to which sparks and heat might have spread were Thoroughly inspected on completion of the operations, and thirty minutes later no Smouldering fires were discovered.

Signature of person responsible for the work:

.....
(After signing return permit to the person who issued it)

*Applicable to all operations involving flame, hot air or arc welding and cutting equipment, brazing and soldering equipment, blow lamps, bitumen boilers and other equipment producing heat, sparks, naked flames, etc.

HOT WORK PROCEDURES (In-House and Contractors)

1. Introduction

Many processes and activities normally occurring in industry produce heat or flame as a natural part of the operation. Examples of this are:

Cutting	Welding	Grinding
Brazing	Soldering	Drying
Burning		

When these operations are conducted in a controlled environment (e.g. welding in a mechanical workshop) or the process is designed to separate the heat or flame from extraneous combustibles, there is seldom any danger of unwanted ignition. But when the operation has to be carried out under other circumstances – for example emergency breakdowns – a fire may be started. This danger is especially severe when outside contractors work on premises.

2. Normal Precautions

Arrangements must be made at the planning stage to ensure that normally present ignition sources cannot come close enough to combustible materials to cause ignition

Separate production areas from storage areas by means of fire walls, where practicable. If impracticable separate by distance together with clear demarcation and/or screens to control sparks.

Each plant must aside a “Restricted Area” for routine welding and flame cutting (e.g. workshop bricked off from production, storage areas, etc.)

Ensure that flash back arrestors are fitted to all cutting apparatus.

3. Abnormal Circumstances

The following special precautions must be taken when heat or flame producing activities are unavoidably carried out outside the restricted area or in a combustible environment, as when welding repairs must be undertaken on a large piece or machinery which cannot be taken to the workshop, or heat shields remove from a machine cannot be stopped.

3.1 No such work to be carried out, whether by own staff or contractor without the issuing of daily clearance “Hot Work Permit” – signed by the manager responsible for Risk Control or deputy nominated by him.

3.2 It is the responsibility of the manager responsible for Risk Control or his

nominated deputy to ensure the conditions are safe for such work and that all precautions laid down in this standard are being observed. When possible the fire services should give the assurance that no fire hazards exists and counter sign the hot working permit accordingly.

3.3 The Hot Work Permit shall be prominently displayed at the place of work and returned to the authorising person after completion.

3.4 Remove combustibles and flammable materials from the areas as far as practicable. Check above, below and around the work place.

3.5 Place portable screens between the combustibles and ignition source, with consideration being given to flying sparks and molten metal.

3.6 Provide additional fire extinguishers the appropriate type at the work place.

3.7 Operators in the area must be practised in the use of extinguishers, and be familiar with the alarm procedure.

3.8 In particularly hazardous areas, e.g. near flammables, a member of the fire team must be on standby during the operation.

3.9 Only qualified operators should use welding and cutting equipment.

3.10 Avoid undue strain and weakening of cylinder walls due to mechanical damage.

3.11 Avoid gas coming into contact with re-active material (e.g. do not use copper piping with acetylene).

3.12 Avoid gas leaks from valves due to defects or being incorrectly turned off.

3.13 Avoid faulty attachments to gas cylinders (e.g. defective rubber tubing, torches etc).

3.14 Do not allow oil or grease to come into contact with oxygen.

3.15 Keep cylinders and valves free from dirt and grit.

3.16 Check the equipment being used for the operation (e.g. welding sets) for safety before the work commences.

3.17 Check the work place thoroughly for incipient fires after completion of the work or working periods, are re-check 30 minutes thereafter.

3.18 Portable welding and cutting sets should be chained and locked in the workshop when not in use. Key to be held by workshop foreman.

4. Permit System

A draft copy of Hot Work Permit is shown

5. Contractors

When contractors or servicemen are employed to carry out welding and/or cutting operations a "Contract Agreement" must be obtained by the contractor from the plant engineer.

5.2 Before issuing a "Contract Agreement" the responsible person must satisfy himself that:

- (a) the job can be carried out safely
- (b) All additional fire precautions have been pre-arranged
- (c) The contractor will appoint a competent person in terms of the Act 6 of 1993 and Regulations.

- (d) No reasonably safe alternative method of carrying out the work available (e.g. dismantling and removal of workshop)

5.3 No contractor may begin work of any type in any operation without his written affirmation that he understands the restrictions on welding and flame cutting.

5.4 The contractor and his employees must be made aware of

- (a) All potential fire hazards in the area where operations are to be carried out (e.g. combustible materials, gaps in wooden flooring, joisting, partitions flammable vapours)
- (b) Locations and use of available fire extinguishing appliances
- (c) Plant alarm systems and emergency procedures
- (d) All plant rules relating to fire avoidance (e.g. smoking restrictions)

5.5 A suitable outside location must be provided for safe storage of full or empty gas cylinders not in use. Only cylinders in immediate use shall be allowed inside buildings.

“PREVIEW COPY ONLY”



GENERAL CONDITIONS OF CONTRACT (PETTY CONTRACT)

1. The Contractor shall carry out the work in accordance with the attached Contract Specifications and in a thorough and workmanlike manner. The final acceptance of the work rests with Transnet's designated manager.
2. The Contractor shall supply all necessary labour, tools, equipment and material.
3. Should Transnet provide or make available any material and/or equipment, the Contractor shall be responsible for the correct and economical transport, storage and usage thereof. The cost of any loss or damage to Transnet equipment other than through normal wear and tear, and any uneconomical usage or loss of material provided by Transnet, will be recovered from the Contractor.
4. Should the Contractor fail to complete the work by the date or within the period stipulated in this agreement or by such extended date as may be allowed by Transnet in terms of clause 8, he shall pay to Transnet as penalties in terms of the Conventional Penalties Act of 1962 (as amended) the amount stated in the Tender Enquiry/Contract Document for each day or part thereof during which the work remains uncompleted.

Application for relief from the obligation to pay a penalty will only be considered by Transnet if the Contractor can prove to the reasonable satisfaction of Transnet that the penalty is out of proportion to the prejudice suffered by Transnet by reason of the act or omission in respect of which the penalty was stipulated.

5. No transport concessions will be allowed.
6. The obligation to take care of and protect the contract work and everything connected therewith shall rest solely with the Contractor who shall take all necessary precautions to protect the public, the property of the public, and the property and personnel of Transnet and all other persons from damage or injury, and to protect adjoining properties from trespass or damage during the progress of the work.

The risk of physical loss of or damage to the contract work, temporary works, materials and equipment to be incorporated into the works shall be borne by the Contractor and he shall arrange such insurances as may be necessary for the protection thereof.

Transnet will, in the case where a risk of legal liability for accidental death of or injury to third party persons and/or accidental loss of or damage to third party property may arise out of the carrying out of the contract work, arrange for such public liability insurance in the joint names of Transnet and the Contractor as is deemed necessary by Transnet.

The Contractor shall be responsible for obtaining insurance against loss of or damage to his own machinery tools, equipment, materials and site establishment and any consequential financial losses arising from such damage. The Contractor shall likewise arrange his own insurances in respect of motor vehicle liability and common law liabilities of the Contractor as an employer.

- 7.a) The Contractor shall comply with the Occupational Injuries and Diseases Act. (Act 130 of 1993) and any amendment thereof.
- 7.b) *
 - (i) The Contractor shall observe and comply with the provisions of the Explosives Act. No. 26 of 1956 and any amendment thereof and with any regulations framed hereunder.
 - (ii) Blasting in the vicinity of open lines will be permitted only during intervals between trains. It will be controlled by a person appointed by Transnet, who will be in telephonic communication with the nearest station and whose instructions the Contractor shall carry out implicitly. The Contractor shall have labour available to clear any stones or debris deposited on the track by blasting and to repair any damage to the track immediately after occurrence thereof.

(* **Delete if not applicable.**)

- 7.c) The Contractor shall comply with the Occupational Health and Safety Act (Act No. 85 of 1993). The Contractor is, in terms of section 37(2) of Act 85 of 1993 deemed to be an employer in his own right with duties as prescribed in the said Act and agrees to ensure that all work will be performed or machinery and plant used in accordance with the provisions of the Act in respect of all persons in his employ, other persons on the premises or the site or place of the works or on the works to be executed by him and under his control in terms of the contract. The agreements in this contract and all documents attached or referred to, form an integral part of the arrangements and procedures mentioned in the aforementioned section.
- 7.d) The Contractor also undertakes to comply with any safety requirements of Transnet, as adopted from time to time, and instructed by the relevant project leader.
- 7.e) The Contractor shall at his own costs comply with the provisions of all such laws, Provincial Ordinances, Local Authority Bylaws and all relevant Regulations framed there under which are applicable to the work to be undertaken.

8. If the Contractor suffers delay or incurs extra expense as the result of delay on the part of Transnet in supplying such materials as are to be provided by it, or from any other cause, the Contractor shall inform Transnet within 48 hours of the commencement of the delay, and may, within 14 days after such delay has ended, apply in writing to Transnet for extra time and/or extra payment and Transnet shall after investigation grant such extension of time and/or authorise payment of such sum as is considered reasonably adequate to cover the delay or to compensate for the extra direct expense suffered by the Contractor. Transnet will grant such extension of time and/or authorise the payment of such sum, as it considers adequate to cover the delay suffered or to compensate the Contractor.
9. The Contractor shall not assign his obligations under the contract, nor sublet the contract work or any part thereof without the written consent of the Manager. Breach of this condition will entitle Transnet to cancel the contract forthwith.
10. Any amount certified by the Manager as being recoverable from the Contractor in terms of any of the preceding clauses may, without prejudice to any other legal rights which Transnet may have, be deducted from any moneys due to the Contractor by Transnet whether under this contract or from any source whatsoever.
11. On completion of the work, the Contractor shall inform the Manager who will arrange a final inspection. If the work has been completed to his satisfaction, the Manager will issue a Certification of Completion and arrange payment of all moneys due to the Contractor by Transnet.

Except where expressly agreed to the contrary with Transnet, the Contractor requests and authorises Transnet to send any amount due to him by registered post to his known postal address or any other address requested in writing by the Contractor. The Contractor declares that the SA Post Office Limited acts as his representative and that the risk that such payment does not reach him after it has been sent by post lies totally with the Contractor.

12. Transnet may order alterations, extras, additions to or omissions from the works. The Contractor shall carry out or give effect to such orders from Transnet. The rates for such work shall be agreed between the Contractor and Transnet and where possible rates quoted in the schedule of work and prices shall form the basis, as far as may be reasonable, of such agreement.
13. If a dispute of any kind arises between the Contractor and any member of Transnet personnel in connection with the contract, the matter shall be referred to the designated Manager. The Manager shall decide the dispute and advise the Contractor accordingly.

The Manager's decision shall be final and binding upon the parties unless the Contractor has, within 14 days of the date thereof, notified Transnet in writing of his dispute of the decision, in which case the matter shall be referred to arbitration.

Such arbitration shall be by a single arbitrator who shall be selected by agreement between the parties or, failing such agreement, nominated on application of either party by the Chairperson for the time being of the Association of Arbitrators of South Africa.

The Arbitrator shall have unfettered discretion and jurisdiction to decide the procedure of the arbitration and the matter in dispute and his award shall be final and binding on the parties hereto.

“Transnet insists on honesty and integrity beyond reproach at all times and will not tolerate any form of improper influencing, bribery, corruption, fraud, or any other unethical conduct on the part of bidders/Transnet employees. If, in the opinion of Transnet’s Chief Operating Officer, a tenderer / contractor / supplier has or has caused to be promised, offered or given to any Transnet employee, any bribe, commission, gift, loan, advantage or other consideration, Transnet shall be entitled to revoke the tender / contract by following its internal policies that govern the Exclusion process. In such an event Transnet will be entitled to place any Tenderer / Contractor / Supplier who has contravened the provisions of Transnet’s business ethics on its List of Excluded Tenderer’s. This list will also be distributed to all other State Owned Enterprises and Government Departments.

Transnet invites its valued suppliers to report any allegations of fraud, corruption or other unethical activities to Transnet Tipp-offs Anonymous, at any of the following addresses/contact numbers:-

Toll-free anonymous hotline- 0800 008 056

Email – Transnet@tip-offs.com

Fax number – 0800 007 788

Freepost DN298, Umhlanga Rocks, 4320

Confidentiality is guaranteed.”



TRANSNET LIMITED
(REGISTRATION NO. 90/000900/06)
TRADING AS TRANSNET FREIGHT RAIL

RFQ- NO.: CRAC-KQG-8673

NOTICE TO TENDERERS

TENDERS ARE INVITED FOR THE: **REPAIRS AND PAINT TESTROOM KLERKSDORP 02AJ045K**

1. On or after **09 JULY 2012** tender documents may be inspected at and are obtainable from the, Transnet Freight Rail, Tender Advice Centre, Ground Floor, Inyanda House 1 , 21 Wellington Road , Parktown,

NOTE: No facsimile tenders/quotations will be accepted.

2. A site inspection can be arranged by contacting Mr. Eugene De Jager Tel: 083 704 1794
3. Tenders must reach the Secretary, Transnet Freight Rail, Acquisition Council, Ground Floor, Inyanda House 1, 21 Wellington Road, Parktown, Johannesburg before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

(a) Tender No. **CRAC-KQG-8673**

(b) Description of work. : **REPAIRS AND PAINT TESTROOM KLERKSDORP 02AJ045K**

(c) Closing date of tender.: 31 **JULY 2012**

4. If posted, the envelope must be addressed to the Chairperson, TRANSNET Freight Rail Acquisition Council, P .O. Box 4244, Johannesburg 2000 and must be dispatched in time for sorting by the Post Office to reach this office before the closing time of the tender. In the event of the late receipt of a tender, the Tenderer's franking machine impression will not be accepted as proof that the tender was posted in time.
5. If delivered by hand, the envelope must be addressed to the Secretary, Transnet Freight Rail, Acquisition Council, Ground Floor, Inyanda House 1, 21 Wellington Road, Parktown, Johannesburg, and handed in at this address before the closing time during the following office hours:

Mondays to Fridays: 07:30 to 12:45-13:30 to 15:50

6. Please note that this tender closes punctually at **10:00 on 31 JULY 2012**
7. If tenders are not posted or delivered as stipulated herein, such tenders will not be considered and will be returned as "late" tenders.
8. Any telegraphic or telex tender stating clearly therein the tender number, name of Tenderer, the service and the amount of the tender, must be dispatched in time for delivery to the destination by the South African Post Office Limited before the closing hour of the tender, and be confirmed by the submission of the official tender documents posted or delivered by courier not later than the day before the closing date of the tender.

9. N/A
10. Telegraphic or telex tenders from sources outside the Republic of South Africa will be considered on the aforementioned conditions, provided that the confirmation is forwarded by the quickest means, viz., by airmail where possible.
11. Transnet does not bind itself to accept the lowest or any tender/quotation nor will it disclose the successful tenderer's tender price or any other tendered prices, as this is regarded as confidential information, moreover Transnet reserves the right to accept the whole or part of a tender. Transnet also reserve the right to negotiate terms and conditions with all, or a short listed group of contenders, should it be deemed necessary.

All unsuccessful Tenderers will, however, on award of business to the successful Tenderer, be informed of the reason for the rejection of their tender, for example, price, quality, delivery period, etc.

12. Envelopes must not contain documents relating to any tender other than that shown on the envelope.
13. No slips are to be attached to the tender documents. Any additional conditions must be embodied in an accompanying letter. Alterations, additions or deletions must not be made by the Tenderer to the actual tender documents.
14. The attention of Tenderers is directed to all the various documents comprising these tender documents and including, inter alia, General Conditions of Contract, Special Conditions of Contract and Specifications and Bills and/or Schedule of Quantities and/or Prices. Particular attention must be given to –

Clauses 6, 25 and 26 of the General Conditions of Contract (Minor Works) (Transnet 287) and other clauses dealing with sufficiency of tenders and terms of payment which will be applicable to the contract to be concluded as a consequence of this tender enquiry.

15. Unless otherwise stated in any of these tender documents, Tenderers are required to submit an offer, complete in every respect and fully in compliance with the specifications. If, in a Tenderer's opinion, justification exists for the submission of one or more alternative tender(s) such offer(s) must, as in the case of the main tender(s), be completed in every respect.
16. The attention of Tenderers is also directed to the General Conditions of Contract, in terms of which Transnet Limited will effect and pay for insurance of the WORKS and/or Public Liability (third party) Insurance.
17. N/A
18. Tenderers are required to give a list of major items of plant and/or equipment to be used in the execution of the WORKS and must complete the plant statement E.4D **where this is attached to the tender documents.**
19. No tender will be considered unless certificate E.4A is signed by the tenderer stating that he has acquainted himself with the contract documents.
20. Tenderers must furnish proof that they have had actual experience in the class of work for which



- 21 they are tendering and must submit a statement of works recently and successfully carried out, on form E4c, a statement of works
- 22 Tenders will be opened in public as soon as practicable after the expiry of the time advertised for receiving them and the name of each Tenderer will be read out.
- 23 Tenderers are warned that a tender will be liable to disqualification should any attempt be made by a Tenderer either directly or indirectly to canvass any officer(s) or employees of Transnet Limited in respect of a tender between the date the tender is submitted and the date of the award.
- 24 A Tenderer may, however, at any time communicate with the Tender Advise Centre, at telephone no. (011) 584-9231 on any matter relating to his tender.
- 25 When a Tenderer has been notified by telegraph or letter of the acceptance of his tender the South African Post Office Limited and/or Telkom SA Limited shall be regarded as the agent of the Tenderer, and delivery of such acceptance to the South African Post Office Limited and/or Telkom SA Limited shall be considered as delivery to the Tenderer unless the Tenderer should indicate to the contrary in any letter accompanying the tender.
- 26 Compliance of tender(s) with Transnet's Limited requirements is the sole responsibility of the Tenderer and any costs incurred in subsequent modifications to or replacement of equipment accepted by Transnet Limited in good faith on the grounds of certified compliance with specified standards by the contractor and in fact found to be inadequate in such respects, will be to the relevant Tenderer's account.
- 27 Tenderers shall give a clause-by-clause comment as to whether or not their tender complies. If not, how it differs from the specification(s). Failure to do so may preclude a tender from consideration.
- 28 The attention of Tenderers is particularly directed to the necessity to complete the "**Labour Payment Schedule**", "**The Tender form**" and "**Resolution of Board of Directors**", where these documents are included in the tender.
- 29 Tenders submitted by Tenderers must be neatly bound and the inclusion of loose documents must be avoided.
- 30 Tenderer's must state in their tenders the percentage, of the total contract value, that will be allocated to previously disadvantaged/underprivileged enterprises and /or communities in the vicinity where contract works are to be executed, should they be successful in winning this tender. A breakdown of the distribution of the aforementioned percentage must also be furnished.
- 31 It is specifically recorded that this contract is awarded to the contractor/supplier on the unequivocal understanding by the parties that

- 31.1 black and/or BEE contractors/suppliers shall for purpose of this contract mean South African companies (business entities) owned by, or in part owned by, South African citizens of African, Coloured or Indian origin;
- 31.2 the black ownership constitutes _____ percent (%) of the business concern of the contractor/supplier;
- 31.3 the contractor/supplier shall furnish proof of 30.2 above to Transnet;
- 31.4 the contractor/supplier has familiarized itself with Transnet's Black Economic Empowerment Policy and undertakes to abide by the requirements thereof during the currency of this contract;
- 31.5 should the aforesaid degree of black ownership, at any time after the awarding of the contract, change, and this change reflects a decrease from that specified in the sub-clause 30.2, above, then and in such event the contractor/supplier, shall be obliged to inform Transnet (Freight Rail) thereof in writing within two (2) weeks of such change. Failure on the part of the contractor/supplier to do so shall constitute a material breach of the contract which shall entitle Transnet (Freight Rail) to unilaterally cancel the contract and enforce such other rights as it may in law have arising out of such breach of contract; and
- 31.6 in the event of the black ownership of the contractor/supplier being changed and the contractor/supplier duly informing Transnet (Freight Rail) thereof in accordance with Sub-clause 30.5 above, then Transnet (Freight Rail) shall have the right to (1) continue with the contract on the same terms and conditions, or (2) propose such amendments as it may deem fit for the remaining period of the contract or (3) resile from the contract.
- 32 Transnet fully endorses and supports the Government's Black Economic Empowerment Programme. We are strongly of the pinion that all South African Business Enterprises have an obligation to redress the imbalances of the past and Transnet will therefore prefer to do business with local business enterprises, which share these same values. To this end Transnet will seriously reconsider continued business relationships with such local business enterprises who do not at least have a 26% Shareholding by previously disadvantaged individuals/groups, or who are not prepared to channel at least 26% of the contract value to such BEE Companies by means of legitimate sub-contracting or JV agreements. Transnet therefore reserves the right to request documentary proof of such BEE empowerment endeavors and to verify and monitor that such endeavors in fact materialize into real development and upliftment of the historically disadvantaged individuals and groups.



Tender No.: CRAC-KQG-8673
(To be completed by tenderers)

NAMES OF DIRECTORS OF COMPANIES/MEMBERS OF CLOSE CORPORATIONS OR PARTNERS OF PARTNERSHIPS

Tenderers must disclose hereunder the full name/s and address/es of the director/s of the company, member/s of the close corporation or partner/s of the partnership on whose behalf the tender is submitted.

Registration number of *company/close corporation/partnership: -

Date of incorporation: - _____

NB. IT IS COMPULSORY IN THE CASE OF A FEMALE DIRECTOR/MEMBER OR PARTNER TO FURNISH HER MAIDEN NAME AND IF APPLICABLE, HER PREVIOUS MARRIED NAMES

FULL NAME OF DIRECTOR/MEMBER OR PARTNER: - ADDRESS:

Is there any family or direct relationship between any of the above-mentioned directors, members or partners and any employee of Transnet Limited? :-

* YES/NO If so, full particulars of such relationship should be furnished separately.

Failure to furnish all or correct information may lead to the disqualification of a tender. If the space is insufficient for all the relevant information, tenderers must furnish the required information separately.

SIGNATURE OF TENDERER/S : _____

ADDRESS OF REGISTERED OFFICE : _____

DATE: _____

* (Delete whichever is not applicable)



TRANSNET LIMITED
(REGISTRATION NO. 90/000900/06)

TRADING AS TRANSNET FREIGHT RAIL

TENDER No: CRAC-KQG-8673

REPAIRS AND PAINT TESTROOM KLERKSDORP 02AJ045K

RESOLUTION OF BOARD OF DIRECTORS

Name of firm _____

It was resolved at a meeting of the Board of Directors held on _____ that

FULL NAME(S)

SIGNATURE

in his/her/their capacity of _____ is/are hereby authorised to enter into, sign and execute and complete any documents relating to Tenders and/or Contracts for the supply of goods and services.

Confirm: DATE _____

FULL NAME _____

CHAIRMAN

FULL NAME _____

SECRETARY

Certified true copy:

SIGNED AT _____ ON THIS _____ DAY OF _____ 20__

COMMISSIONER OF OATHS



(E4A (August 1996))

2. CERTIFICATE OF ACQUAINTANCE WITH CONTRACT DOCUMENTS

I/We _____ do

Hereby certify that I/we acquainted myself/ourselves with the E5, E5 (MW) or E160 Contract Conditions, Special Conditions of Contract and specifications, and bills of quantities/schedule of quantities/schedule of prices, together with the drawings enumerated therein, as laid down by Transnet for the carrying out of the proposed works for which I/we submitted my/our tender.

I/We furthermore agree that Transnet will recognize no claim from me/us for relief based on an allegation that I/we overlooked any tender condition or failed to take it into account for the purpose of calculating my/our tender prices or otherwise.

SIGNED at _____ on this _____ day of _____ 2012 .

WITNESS: _____

TENDERER(S)

“PREVIEW COPY ONLY”



SECTION 5

REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER : CRAC-KQG-8673

REPAIRS AND PAINT TESTROOM KLERKSDORP 02AJ045K

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

E4E

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;
- (c) the installation, erection, dismantling or maintenance of fixed plant where such work includes the risk of a person falling;
- (d) 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
- (e) 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:-

- (a) includes excavation work deeper than 1m; or
- (b) 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 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.

ANNEXURE 1

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

Regulation 3(1) of the Construction Regulations

NOTIFICATION OF CONSTRUCTION WORK

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

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

2. Principal contractor's compensation registration number: _____
- 3.(a) Name and postal address of client: **TFR PRODUCTION MANAGER, PROPERTY
TECHNICAL JOHANNESBURG**
- (b) Name and tel no of client's contact person or agent:
Eugene De Jager Mobile: 083 704 1794
- 4.(a) Name and postal address of designer(s) for the project:

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

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

6. Name/s of principal contractor's construction sub-ordinate supervisors on site appointed in terms of regulation 6(2). _____
7. Exact physical address of the construction site or site office:

8. Nature of the construction work:

9. Expected commencement date: _____
10. Expected completion date: _____
11. Estimated maximum number of persons on the construction site: _____
12. Planned number of contractors on the construction site accountable to the principle contractor:

13. Name(s) of contractors already chosen.

Principal Contractor

Date

Client

Date

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

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ANNEXURE 2

(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: -

REPAIRS AND PAINT TESTROOM KLERKSDORP 02AJ045K

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 3

(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: _____

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SECTION 6

REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER : CRAC-KQG-8673

REPAIRS AND PAINT TESTROOM KLERKSDORP 02AJ045K

RETURNABLE DOCUMENTS

C.1.Returnable Schedules / Documents required for tender evaluation purposes (By e.g.)

	Returnable Schedules / Documents	YES/NO/N/A
1	Certificate Of Authority For Joint Ventures (Where Applicable)	X
2	Schedule of the Tenderers Experience	X
3	Certificate of Attendance at Clarification Meeting	X
4	Labour Payment Schedule	X
5	Supplier Declaration form (version2)	X
6	Letter of Good Standing with the Compensation Commissioner	x
7	Original / Certified BBBEE Rating Certificate With Detailed Scorecard	X
8	Statement Of Compliance With Requirements Of The Scope Of Work	x
9	Certified Copy of Financial Statements (for the past 3 years) including Balance SHEETs where BBBEE not provided.	x
10	Certified Copy of Share Certificates CK1 & CK2	x
11	Certified Copy Of Certificate Of Incorporation and CM29 and CM9	x
12	Certified Copy of Identity Documents of Shareholders/Directors/Members (Where Applicable)	x
13	Cancelled Cheque	X
14	Original current Tax Clearance Certificate	X
15	Original Vat Registration Certificate	X
16	Copy of BEE Policy/BEE Plan/Employment Policy/Procurement Policy	X

SIGNATURE OF TENDERER:

Date: _____



SECTION 7

REQUEST FOR QUOTATION ("RFQ")

RFQ NO.: CRAC-KQG-8673

REPAIRS AND PAINT TESTROOM KLERKSDORP 02AJ045K

SUPPLIER DECLARATION FORM

Transnet Supplier Declaration/Application

The Financial Director or Company Secretary

Transnet Vendor Management has received a request to load your company on to the Transnet vendor database. Please furnish us with the following to enable us to process this request:

1. Complete the "Supplier Declaration Form" (**SDF**) on page 2 of this letter
2. **Original** cancelled cheque **OR** letter from the bank verifying banking details (**with bank stamp**)
3. **Certified** copy of Identity document of Shareholders/Directors/Members (where applicable)
4. **Certified** copy of certificate of incorporation, CM29 / CM9 (name change)
5. **Certified** copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
6. A letter with the company's letterhead confirming physical and postal addresses
7. **Original** or **certified** copy of SARS Tax Clearance certificate and Vat registration certificate
8. A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (SANAS member).

NB:

- **Failure to submit the above documentation will delay the vendor creation process.**
- *Where applicable, the respective Transnet business unit processing your application may request further information from you. E.g. proof of an existence of a Service/Business contract between your business and the respective Transnet business unit etc.*

IMPORTANT NOTES:

- a) **If your annual turnover is less than R5 million,** then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership and black female ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), should you feel you will be able to attain a better BBBEE score.
- b) **If your annual turnover is between R5 million and R35million,** then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status.
NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).
- c) **If your annual turnover is in excess of R35million,** then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.
NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).
- d) **To avoid PAYE tax being automatically deducted from any invoices received from you,** you must also contact the Transnet person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.

- e) Unfortunately, **No payments can be made to a vendor** until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.
- f) **Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products in order that he/she should complete and Internal Transnet Departmental Questionnaire before referring the matter to the appropriate Transnet Vendor Master Office.**

Regards,
 Transnet Vendor/Supplier Management *[please substitute this with your relevant Transnet department before sending this document out]*

Supplier Declaration Form

Company Trading Name							
Company Registered Name							
Company Registration Number Or ID Number If A Sole Proprietor							
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
VAT number (if registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
Bank Name				Bank Account Number			
Postal Address						Code	
Physical Address						Code	
Contact Person							
Designation							
Telephone							
Email							
Annual Turnover Range (Last Financial Year)	< R5 Million		R5-35 million		> R35 million		
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 Service Supplied (E.G.: Stationery/Consulting)							
BEE Ownership Details							
% Black Ownership		% Black women ownership		% Disabled person/s ownership			
Does your company have a BEE certificate			Yes		No		
What is your broad based BEE status (Level 1 to 9 / Unknown)							
How many personnel does the firm employ		Permanent		Part time			
Transnet Contact Person							
Contact number							
Transnet operating division							
Duly Authorised To Sign For And On Behalf Of Firm / Organisation							
Name				Designation			
Signature				Date			

Stamp And Signature Of Commissioner Of Oath			
Name		Date	
Signature		Telephone No.	

NB: Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products.

2. VENDOR TYPE OF BUSINESS

(Please tick as applicable)

(* - Minimum requirements)

2.1	Indicate the business sector in which your company is involved/operating:		
Agriculture		Mining and Quarrying	
Manufacturing		Construction	
Electricity, Gas and Water		Finance and Business Services	
Retail, Motor Trade and Repair Services		Wholesale Trade, Commercial Agents and Allied Services	
Catering, accommodation and Other Trade		Transport, Storage and Communications	
Community, Social and Personal Services		Other (Specify)	
Principal Business Activity *			
Types of Services Provided			
Since when has the firm been in business?			

2.2	What is your company's annual turnover (excluding VAT)? *									
	<R20k	>R20k <R0.3m	>R0.3m <R1m	>R1m <R5m	>R6m <R10m	>R11m <R15m	>R16m <R25m	>R26m <R30m	>R31m <R34m	>R35m

2.3	Where are your operating/distribution centres situated *		

3. VENDOR OWNERSHIP DETAIL

(Please tick as applicable)

(* - Minimum requirements)

3.1	Did the firm previously operate under another name? *			
	YES		NO	

3.2	If Yes state its previous name:*		
	Registered Nam		

Trading Name	
--------------	--

3.3	Who were its previous owners / partners / directors?*
------------	--

SURNAME & INITIALS	ID NUMBERS

3.4	List Details of current partners, proprietors and shareholders by name, identity number, citizenship, status and ownership as relevant: *
------------	--

SURNAME & INITIALS	IDENTITY NUMBER	CITI-ZENSHIP	HDI	DIS - ABLED	GENDER	DATE OF OWNERSHIP	% OWNED	% VOTING

3.5	List details of current directors, officers, chairman, secretary etc. of the firm: *
------------	---

SURNAME & INITIALS	IDENTITY NUMBER	TITLE	DIS - ABLED	GENDER	% OF TIME DEVOTED TO THE FIRM	CONTACT NUMBER

3.6	List details of firms personnel who have an ownership interest in another firm: *
------------	--

SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM

4. VENDOR DETAIL

(Please tick as applicable) (- Minimum requirements)*

4.1	How many personnel does the firm employ? *					
	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

4.1.1	In terms of above kindly provide numbers on women and disabled personnel? *
--------------	--

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

4.2	Provide Details of Contact Person/s Responsible for Broad Based Black Economic Empowerment (BBBEE) in the Company *			
	SURNAME	INITIALS	DESIGNATION	TELEPHONE NO.

4.2.1	Is your company a value adding supplier (i.e. registered as a vendor under the VAT Act of 1991, where NPAT + total labour cost > 25% of total revenue)?		
YES		NO	

4.2.2	Is your company a recipient of Enterprise Development Contributions?*		
YES		NO	

4.2.3	May the above mentioned information be shared and included in Transnet Supplier Database for future reference? *		
YES		NO	

4.2.4	If you are successful in the tender/contract (where applicable) and this is awarded to your company / organisation, will this have a positive impact on your employment plans? *		
YES		NO	

4.2.5	If yes (above) kindly provide the following information:					
	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

4.2.6	In terms of above kindly provide numbers on woman and disabled personnel:					
	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

4.2.7	Are any of your members/shareholders/directors ex employees of Transnet?		
YES		NO	

4.2.8	Are any of your family members employees of Transnet?		
YES		NO	

4.2.9	If Yes to points 4.2.7 & 4.2.8, list details of employees/ex-employees					
	SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM

Internal Transnet Departmental Questionnaire (for office use only)

Section 1: To be completed by the Transnet Requesting / Sourcing Department

TFR		TRE		TPT		TPL		TNPA		TRN	
Create		Amend		Block		Unblock		Once-Off / Emergency			
Extend		Delete		Undele							

Supplier's trading name								
Supplier's registered name								
Please indicate if the Supplier has a contract with sourcing Transnet OD							Yes	No
If yes please submit a copy of the letter of award								

a) What is being procured from the supplier?			
i. Products only	Yes		No
ii. Services only	Yes		No
iii. Labour only	Yes		No
iv. Mix of services and products	Yes		No
v. Mix of services and labour	Yes		No

b) If your answer is **YES** to questions II, III, IV or V in paragraph **a)** above, please indicate whether the relevant **PAYE questionnaires** have been forwarded to the appropriate **Transnet Operational Divisions'** decision making bodies / **Strategic Supply Management** team for a directive /decision on tax withholding from payments to this supplier.

Yes		No	
-----	--	----	--

c) If your reply to (b) is "NO", please furnish reasons :	

d) Certification and Approval of proposed Vendor Creation/Unblocking/Other Changes by Transnet Official with Appropriate Delegated Authority :

I HEREBY CERTIFY THAT THE TRANSNET DETAILED PROCUREMENT PROCESS (DPP) / PROCUREMENT MECHANISM HAS IN ALL RESPECTS BEEN ADHERED TO AND I THEREFORE APPROVE THE PROPOSED VENDOR CREATION/APPROVAL/OTHER CHANGES TO BE EFFECTED ON THE VENDOR MASTER

Name	Grade	Date	Signature
		Y Y Y Y M M D D	

Tel No:		Fax	
---------	--	-----	--

Section 2: To be completed by the BEE Department (this section is for Confirmation/Determining of BEE Status)

NARROW BASED (NB)				BROADBASED (BBBEE)						
BEE O/S	BWBE	DPBE	MR	CONTB. LEVEL	EME: <R5m	QSE: >R5m <R35m	LARGE: >R35m	VALIDITY DATE		
Name				Grade		Date				Signature
						Y Y Y Y M M D D				
						Y Y Y Y M M D D				



SECTION 8

REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER : CRAC-KQG-8673

REPAIRS AND PAINT TESTROOM KLERKSDORP 02AJ045K

GENERAL TERMS AND CONDITIONS (CSS5 – GOODS)

See attached documents

“PREVIEW COPY ONLY”



SECTION 9

REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER : CRAC-KQG-8673

REPAIRS AND PAINT TESTROOM KLERKSDORP 02AJ045K

STANDARD TERMS AND CONDITIONS OF CONTRACT (US7 – SERVICES)

See attached document

“PREVIEW COPY ONLY”



SECTION 10

REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER : CRAC-KQG-8673

REPAIRS AND PAINT TESTROOM KLERKSDORP 02AJ045K

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made the day of 2012

BETWEEN:

- (1) **Transnet Limited** ("Transnet") (Registration Number 1990/000900/06) whose registered office is at 49th Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001, and
- (2) [.....] ("the Company") (Registration Number) 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 Proposal.

IT IS HEREBY AGREED

1. Interpretation

1.1 In this Agreement:-

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

"**Confidential Information**" means Information 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 Proposal 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:-

- (i) is publicly available at the time of its disclosure or becomes publicly available (other than as result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this letter); or
- (ii) 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

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

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

“**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;

“**Proposal**” means the aggregation of Transnet’s Request for Information (RFI) and Request for Proposal (RFP).

2. Confidential Information

2.1 The Receiving Party will treat and keep all Confidential Information as secret and confidential and will not, without the Disclosing Party’s written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement.

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

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

- (i) To those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 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
- (ii) to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.

2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3 (ii) above, it shall promptly notify the Disclosing Party and co-operate 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.

2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps (including the institution of legal proceedings) as shall be necessary to remedy (if capable of remedy) the default and/or to prevent further unauthorised copying, disclosure or use.

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

3. Records and return of Information

3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof to at least the same standard as the Receiving Party keeps its own Confidential Information. The Receiving Party shall not make any copies or reproduce in any form any

Confidential Information except for the purpose of disclosure as permitted in accordance with this Agreement.

- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Receiving Party shall, within seven days of receipt of a written demand from the Disclosing Party or of its ceasing to be interested in the Proposal:
- (i) Return all written Confidential Information (including all copies); and
 - (ii) 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 Receiving Party or on its behalf (including by any person to whom disclosure has been made as permitted under clause 2.3(i) above).

The obligations in this clause 3.3 shall not apply to the extent that (but only for so long as) it is necessary to retain copies for the purpose of providing information to any regulatory authority in accordance with clause 2.3 (ii) above.

- 3.4 The Receiving Party shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3 (ii) above.

4. Announcements

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

5. Duration

The obligations of each party and its Agents under this Agreement shall [be continuing and shall survive the termination of any discussions or negotiations between the parties regarding the Proposal continue for a period of 3 (three) years.

6. Principal

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

7. Representations

- 7.1 Each party agrees that any Information made available to the Receiving Party or its Agents for the purpose of negotiations or discussions in relation to the Proposal will not form the basis of, or any representation in relation to, any contract, nor constitute an offer or invitation by the Disclosing Party.
- 7.2 Except in the case of fraudulent misrepresentation, the Disclosing Party accepts no responsibility for nor makes any representation or warranty, express or implied, with respect to the accuracy, reliability or completeness of any Information made available to the Receiving Party or its Agents.

8. Adequacy of damages

- 8.1 Without prejudice to any other rights or remedies of the Disclosing Party, the Receiving Party acknowledges and agrees that damages would not be an adequate remedy for any breach by it of the provisions of this Agreement and that the Disclosing Party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such provision by the Receiving Party or its Agents, and no proof of special damages shall be necessary for the enforcement of the rights under this Agreement.
- 8.2 Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available by 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.

9. Data Protection

The Receiving Party warrants that it and its Agents have the appropriate technical and organizational measures in place against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data held or processed by them.

10. General

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 This Agreement may only be modified by a written agreement duly signed by persons authorized on behalf of each party.
- 10.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 10.6 his Agreement will be governed by, and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

T

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

TRANSNET LIMITED:

By:
(Signature)

Print name: _____

Title: _____

Date: _____

_____ *[Insert company name]*:

By:
(Signature)

Print name: _____

Title: _____

Date: _____

“PREVIEW COPY ONLY”



SECTION 11

REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER : CRAC-KQG-8673

REPAIRS AND PAINT TESTROOM KLERKSDORP 02AJ045K

SUPPLIERS CODE OF CONDUCT

"PREVIEW COPY ONLY"

delivering on our commitment to you



Suppliers Code of Conduct

“PREVIEW COPY ONLY”



Suppliers Code of Conduct

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

These are:

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

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

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

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

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

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



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

Employees may not receive anything that is calculated to:

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

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

Transnet is firmly committed to free and competitive enterprise.

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

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

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



These include, but are not limited to:

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

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

Conflict of Interest

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

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



Show that you support good business practice by logging onto www.transnet-suppliers.net and completing the form.

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

**TIP-OFFS ANONYMOUS HOTLINE
0800 003 056**