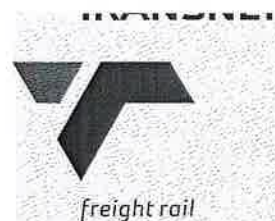


RFQ / TENDER



Tender No: PZB 15332

Vendor No: 11001386

BOARD LIST
BOARD LIST
TRANSNET FREIGHT RAIL
PROCUREMENT DEPARTMENT
2000

Purchaser : Princess Ngubo
Telephone : 031 361 4557
Fax Number: 031 361 4085

Please quote reference:
E03/6000606337

Deliver to:
Mr.
TONY LEE
TRANSNET FREIGHT RAIL
SHOP 3, NEVILLE ROAD
3201 PIETERMARITZBURG

Closing Date :04.09.2014
Validity Date :31.10.2014
RFQ No :6000606337

ATTENTION: _____ FAX: _____
ATTACH VALID TAX CLEARANCE CERTIFICATE, BBBEE CERTIFICATE
WITH RFQ QUOTES.

AS AND WHEN INDUSTRIAL ROLL-UP DOOR REPAIRS AND MOTOR CONTROLLED
GATES

FOR MORE INFORMATION PLEASE CONTACT TONY LEE

TEL NO: 083 384 2451/033 897 2169

SITE BRIEFING: 02 SEPTEMBER 2014
TIME :10H00
SHOP 3, NEVILLE ROAD, MAYORS WALK, PITERMARITZBURG

1. RETURN OF QUOTATION/S:
1.1 QUOTATION/S MUST BE SUBMITTED PUNCTUALLY AT 10:00 ON THE CLOSING DATE AND LATE QUOTATIONS WILL NOT
BE CONSIDERED.

1.1.1. ALL RFQ QUOTES TO FAXED TO THULI MATHEBULA At 011 774 9129 / 86
OR EMAIL THULI AT Thuli.Mathebula@transnet.net

1.1.2. CONFIRM THE RECEIPT OF ALL QUOTES WITH THULI AT 011 544 9497

1.2 IF POSTED:
THE CHAIRMAN(Transnet Freight Rail, AC,)
PRIVATE BAG X8621

DATE: SIGNATURE OF TENDERER(S):
CONTACT PERSON: TEL No:

RFQ / TENDER

Tender No: PZB 15332 Page
Date : 22.08.2014 2

BOARD LIST
TRANSNET FREIGHT RAIL
PROCUREMENT DEPARTMENT

JHB
2001

1.3 IF DELIVERED BY HAND:

THE CHAIRMAN (Transnet Freight Rail, AC,)
21 WELLINGTON ROAD
INYANDA HOUSE GROUND FLOOR
JHB-PARKTOWN, 2001

2. CONDITIONS:

- 2.2 ANY PURCHASE ORDER PLACED AS A RESULT OF YOUR QUOTATION WILL BE SUBJECT TO THE STANDARD TERMS AND CONDITIONS OF TRANSNET
- 2.3 TENDERERS MAY OFFER AN EARLIER VALIDITY DATE, BUT THEIR QUOTATION MAY, IN THAT EVENT, BE DISREGARDED FOR THIS REASON.
- 2.4 TENDERERS ARE REQUIRED TO OFFER ONLY FIRM PRICES.
- 2.5 BEST DELIVERY TIME MUST BE OFFERED.
- 2.6 DISCOUNT (TRADE DISCOUNT)/CASH DISCOUNT (CONDITONAL DISCOUNT)/ VALUE ADDED TAX (VAT) MUST BE SHOWN SEPARATELY.
- 2.7 TRANSNET RESERVES THE RIGHT TO NEGOTIATE PRICES AND COMMERCIAL ASPECTS AFTER THE CLOSING DATE OF THE QUOTATION.

"PREVIEW COPY ONLY"

DATE:

SIGNATURE OF TENDERER(S):

RFQ / TENDER

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BOARD LIST
TRANSNET FREIGHT RAIL
PROCUREMENT DEPARTMENT

2.8 DIRECT DELIVERY INTIMATES DELIVERY BEING EFFECTED INTO THE WAREHOUSE OR THE ACTUAL POINT OF SUPPLY AND SHOULD THEREFORE INCLUDE ANY TRANSPORTATION MODE DEEMED NECESSARY IN EXECUTING THIS METHOD OF DELIVERY BASIS IN ORDER TO MEET THE REQUIRED DELIVERY DATE.

TAX CLEARANCE CERTIFICATES:

The Regulations in terms of the Public Finance Management Act, 1999: Framework for Supply Chain Management as published in Government Gazette No. 25767 dated 5 December 2003, Clause 9 (1) (d), stipulates that the accounting officer or accounting authority of an institution to which these regulations apply must reject any bid from a supplier who fails to provide written proof from the South African Revenue that the supplier either has no outstanding tax obligations or has made arrangements to meet outstanding tax obligations.

Tenderers will be disqualified if a valid tax clearance certificate or written proof from the South African Revenue Service that supplier has made arrangements to meet outstanding tax obligations is not submitted with the tender.

BROAD BASED BLACK ECONOMIC EMPOWERMENT (BBBEE)

Transnet fully endorses and supports the Government's Broad-based Black Economic Empowerment Programme and it is strongly of the opinion that all South African Business Enterprises have an equal obligation to redress the imbalances of the past. Transnet will therefore prefer to do business with local business enterprises who share these same values. Transnet will endeavour to do business with local business enterprises that possess a BBBEE "recognition level" of at least a level 5. Transnet urges Tenderers (large enterprises and QSE's - see below) to have themselves accredited by any one of the various Accreditation Agencies available, who do their BBBEE ratings in accordance with the latest Codes (i.e. those promulgated on 9 February 2007) and whose names appear on the present ABVA (Association of BEE Verification Agencies) - "List of Full Members" as displayed on the ABVA website (www.abva.co.za).

Although no agencies have, as yet, been accredited by SANAS (SA National Accreditation System), Transnet will, in the interim, accept rating certificates of tenderers who have been verified by any of the listed agencies.

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

1. Large Enterprises (i.e. annual turnover >R35million:

" Rating level based on all seven elements of the BBBEE scorecard.

2. Qualifying Small Enterprises - (QSE) (i.e. annual turnover >R5million but <R35million:

" Rating based on any four elements of the BBBEE scorecard.

NB:

3. Emerging Micro Enterprises - (EME) (i.e. annual turnover <R5m) are exempted from being rated/verified:

" Automatic rating of Level 4 BBBEE irrespective of race of ownership, i.e. 100% BBBEE recognition

" Black ownership >50% or Black Women ownership >30% automatically qualifies as Level 3 BBBEE, i.e. 110% BBBEE recognition

" EME's should provide certified documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% from the EME's Auditor/Accounting Officer.

4. In addition to the above, Tenderers who wish to enter into a Joint Venture or subcontract portions of the contract to BBBEE companies, must state in their tenders the percentage of the total contract value that will 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-contractor/s, as well as a breakdown of the distribution of the aforementioned percentage must also be furnished

In view of the high emphasis which Transnet places on Broad-based Black Economic Empowerment, Transnet will allow certain

DATE:

SIGNATURE OF TENDERER(S):

.....

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BOARD LIST TRANSNET FREIGHT RAIL PROCUREMENT DEPARTMENT

preference points for BBBEE in the evaluation of all responses. Depending upon the value of the ensuing business award (i.e. below or in excess of R2m), the 80/20 or 90/10 point preference systems will be utilized where BBBEE will count out of 20 or 10 respectively in the evaluation process.

EACH RESPONDENT IS REQUIRED TO FURNISH PROOF OF THE ABOVE TO TRANSNET. FAILURE TO DO SO WILL RESULT IN A SCORE OF ZERO BEING ALLOCATED FOR BBBEE.

Turnover: Kindly indicate your company's annual turnover for the past year R_____

- " If annual turnover <R5m, please attach certified confirmation from your Auditor/Accounting Officer
- " If annual turnover >R5m please attach original or certified copy of accreditation certificate and detailed scorecard by an ABVA accreditation agency (registered as a "Full Member")

PAYMENT TERMS

The following payment terms will apply as from 1 October 2008.

- " All suppliers will be paid 30 days from receipt of month end statement, i.e. payment term F055.
- " All CIDB suppliers will be paid 21 days from date of invoice, i.e. payment term F057.

SCHEDULE OF REQUIREMENTS

TENDERERS SHOULD INSERT THEIR PRICE/S UNDER THE APPROPRIATE HEADINGS HEREUNDER.

IN THIS REGARD THE TENDERER'S ATTENTION IS DIRECTED TO PARAGRAPH 16 OF THE GENERAL TENDER CONDITIONS, FORM CSS5, (LATEST)

NB. TENDERERS OFFERING GOODS FROM IMPORTED SUPPLIES MUST SUBMIT THEIR PRICES ON THE DELIVERY BASIS APPEARING UNDER COLUMN (C) OF THIS SCHEDULE OF REQUIREMENTS.

CONTACT PERSON: _____

TELEPHONE NO- : _____

FACSIMILE : _____

EMAIL ADDRESS : _____ *

*

Item	Qty	Material	Description
------	-----	----------	-------------

00010	6	AS & WHEN INDUSTRIAL ROLLUP DOORS	
-------	---	-----------------------------------	--

R.....
Months

Delivery Date: 31.03.2015

FULL DETAILS OF DESCRIPTION

DATE:

SIGNATURE OF TENDERER(S):

.....

RFQ / TENDER

Tender No: PZB 15332
Date : 22.08.2014

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BOARD LIST
TRANSNET FREIGHT RAIL
PROCUREMENT DEPARTMENT

Item	Qty	Material	Description
------	-----	----------	-------------

<H>PLEASE SEE ATTACHED SPECIFICATION.

<H>SITE BRIEFING DETAILS

<H>02 SEPTEMBER 2014

<H>TIME: 10H00

<H>SHOP 3, NEVILLE ROAD, MAYOR'S WALK, PIETERMARITZBURG.

"PREVIEW COPY ONLY"

DATE:

SIGNATURE OF TENDERER(S):

Doors

(TRANSNET 286)

Registered Address

Transnet Park
8 Hillside Road
PARKTOWN
2193

or: P O Box 72501
PARKVIEW
2122

Trading as: TRANSNET FREIGHT RAIL (Property Maintenance Management)

Address: SHOP 3, NEVILLE ROAD, MAYORS WALK, PMB.

Tel No.: (033-8972169) Cell 0833842451.

Fax No.: (033) 8972043 .

PART 1: TENDER ENQUIRY/CONTRACT DOCUMENT (PETTY CONTRACT)

**CONTRACT NO.....- PIETERMARITZBURG ONLY, INDUSTRIAL ROLL-UP
DOOR REPAIR AND MOTOR CONTROLLED MOTOR GATES.**

Particulars of Contract Work

Tenders are invited for the repair of industrial rollup doors to Transnet Freight Rail buildings as and when required in the Pietermaritzburg, as set out in the attached specification and schedule of quantities and prices.

- * Special Conditions and Specifications of Contract (Part 2)

(* ~~Delete which is inapplicable~~)

A penalty for late completion of R100 per calendar day will be payable in terms of clause 4 of the General Conditions of Contract (Petty Contract).

Payment will be made within 30 days after certification of the Certificate of Completion by Transnet's supervisor.

Quotations shall hold good for a period of 30 days after the closing date for tender submissions. Transnet does not bind itself to place an order on the lowest or any quotation, nor to give reasons for the rejection of any quotation, and reserves the right to accept the whole or any part of a quotation.

1.3 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 Technical Officer.
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 motorvehicle 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) 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.c) 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.d) 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 thereunder 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 consent of the Technical Officer. Breach of this condition will entitle Transnet to cancel the contract forthwith.
10. Any amount certified by the Technical Officer 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 Technical Officer 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 Technical Officer. The Technical Officer shall decide the dispute and advise the Contractor accordingly.

The Technical Officer '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.

P02b-07 (JLH)

"PREVIEW COPY ONLY"

TENDER NO.

Part 2 – SPECIAL CONDITIONS OF CONTRACT

1.1. SCOPE OF WORK

Tenders are invited for the repair of industrial rollup doors to Transnet Freight Rails buildings as and when required in the Pietermaritzburg and district areas, as set out in the attached specification and schedule of quantities and prices.

1.3. WORK SITE

1.3.1 The Work Site is in Pietermaritzburg region. The limits of the contract will be set as follows: -

- a) Pietermaritzburg, Shop 3, (Central Point) to and on the Main Line to Newcastle.
- b) P M Burg , Shop 3 to Catoridge.

Should the work be required outside these limits then a rate per kilometer for travelling to and from the respective work places, measured over and above the center line of the station limits mentioned above, will be paid. (See part three, Schedule of Prices, item 7)

1.3.2. The Contractor shall make his own arrangements for electrical power and water supplies.

1.3.3. The Contractor shall provide all necessary Labour, material, tools, plant and transport to carry out the Works.

1.3.4. The Works shall be completed to the satisfaction of the Technical Officer and the work site shall be left clean and tidy at all times.

1.4 EXTENT OF WORK/WORK PROCEDURE

The following conditions shall apply:

1.4.1. The work is on an as and when basis and will be described and set out in a site instruction issued by the Technical Officer. The Contractor will provide Transnet Freight Rail with a quotation based on the schedule of prices in the contract, which will indicate the estimated quantity as well as the item numbers to be used for payment. If Spoornet's Technical officer accepts the quotation He will give the Contractor a Reference number (usually the same number as Transnet Freight Rail job card number) to proceed with the work. The Contractors invoice shall contain all the relevant information as the quotation.

1.4.2. The contractor is to commence work within six hours for emergency work and three working days for day to day maintenance work.

1.4.3. Should the need arise for non scheduled work to be performed, the contractor shall issue a separate statement reflecting proof of purchase for materials plus profit (e.g. Material plus 10%). The total hourly labour cost must also be included as reflected in the schedule of prices Part 2, Item 32 and 33 (Non-scheduled Work).

1.5 SPECIFICATION

1.5.1 The following specification shall apply for the general servicing of industrial roller shutter doors when requested. The contractor shall:

- (a) Service Guides (greasing). After greasing, all excess grease must be wiped off and the guides cleaned externally.

- (b) Check guides for gap damages and adjust.
Check firmness of guides and re-tighten.
Check door sections for damage.
Check door sections for end wear.
Check rolling movement and adjust.
Check springing of door.
Check full open and closed positions.
Check chain wheel or full rod.
Check bearings and lubricate if necessary.
Check pinions and lubricate if necessary.
Check chain for wear.
Check safety pin and holder.
Check gearbox lubricant and replenish if necessary.
Check driving pinions and replace if necessary.

1.7 DURATION OF CONTRACT

- 1.7.1 The contract values will not exceed R 50 000.00 and the duration will be in the order up to the end of June 2015.
- 1.7.2 Should the amount paid approach the R 50 000.00 limit, the issue of the work will be curtailed, irrespective of quantities tendered for, and tendered amount.
- 1.7.3 Transnet Freight Rail reserves the right to terminate the contract at any time should the use of the contract no longer be required.
- 1.7.4 Should the need arise, the contract can be extended for a further six months if both parties agree.

1.8 PENALTIES

Transnet Freight Rail retains the right to cancel any order and have work, which is not attended to as in clause 1.3.3 (Extent of work), and the schedule of prices, executed by others, without prior notice and recover the difference in cost, if any, from the Contractor.

1.9 PAYMENT

Payment shall be made upon a monthly basis for those works completed, to the Technical Officers satisfaction, during the said month and in accordance with the amount tendered by the Contractor.

1.10 GUARANTEE

The Contractor shall, at his own expense, make good to the satisfaction of the Technical Officer all defective materials and workmanship which may manifest themselves within a period of **twelve months** after completion of the Works.

1.11 PROOF OF COMPETENCE

The Tenderer shall, if requested by Transnet Freight Rail, provide a statement of works successfully executed previously as the evidence of his ability to complete the Works specified in the contract.

1.12 TENDER DOCUMENTS

Tender Form (Particulars of Tender) forms part of this document and no tender shall be considered unless submitted on this form with all parts of the entire document, including the E7 specification, attached and **every page initialled by the tenderer and witnesses.** Supplementary information or brochures may be attached to this form.

1.13 TENDER PRICE

The amount tendered shall be inclusive of all transport, cartage of plant, etc. costs for completion of the Works as specified in the contract documents.

1.14 **VALUE ADDED TAX**

The amount tendered shall be **exclusive** of value added tax.

1.15 **ESCALATION**

No claims for escalation in costs will be entertained in this contract.

1.16 **SUPERVISION**

The Contractor, or a responsible person empowered to act on his behalf, shall be present at the Work Site to supervise the Works and to receive the instructions of the Technical Supervisor

1.17 **INCOMPETENT EMPLOYEES**

Any person employed by the Contractor on the Works who is, in the opinion of the Technical Supervisor, incompetent, or who may act in any improper manner, may be discharged from the Works by the Technical Officer, and such a person shall not again be employed on the Works without the permission of the Technical Officer.

1.18 **HOURS OF DUTY**

All work shall be carried out between the hours of 07:00 and 16:00, Monday to Friday, unless otherwise arranged with the Technical Officer.

1.19 **OTHER DOCUMENTS APPLICABLE**

All electrical work shall comply with the **SABS 0142** and a compliance certificate issued on completion of all electrical work carried out.

"PREVIEW COPY ONLY"

TRANSNET FREIGHT RAIL

TENDER NO. PC

PIETERMARITZBURG AND DISTRICT AREAS

ITEM	DESCRIPTION	UNIT	UNIT PRICE	
			R	EXCL VAT C
1.	Normal working hours (Monday to Friday)			
1.1	Labour (Artisan and Labour)	Hour		
1.2	General labour only	Hour	N/A	N/A
2	After normal working hours (Monday to Friday)			
2.1	Call out fee	Unit		
2.2	Labour	Hour		
3.	Saturday			
3.1.	Call out fee	Unit		
3.2.	Labour	Hour		
4.	Sunday			
4.1.	Call out fee	Unit		
4.2.	Labour	Hour		
5.	Public Holidays			
5.1.	Call out fee	Unit		
5.2	Labour	Hour		
6.	Travelling			

6.1	For work outside the limits as set out in the special conditions of contract clause 1.4. (based on a one ton vehicle)	Km		
6.2.	For work outside the limits as set out in the special conditions of contract clause 1.4. (based on a 3.5 ton vehicle)	Km		
6.3.	For work outside the limits as set out in the special conditions of contract clause 1.4. (based on a 5 ton vehicle)	Km		
6.4.	For work outside the limits as set out in the special conditions of contract clause 1.4. (based on a 7 ton vehicle)	Km		
7.	Material Mark-up	%		
8	Municipal dumping charges	Ton	N/A	N/A

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