

**TRANSNET FREIGHT RAIL**

an Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

**REQUEST FOR QUOTATION [RFQ]**

**FOR CIVIL MAINTENANCE, REPAIRS, PAINTWORK AND CHANGE BUILDING FROM  
HOUSE TO CRECHE ASSET 01AF061K IN LOHATLA  
FOR A PERIOD OF 3 (THREE) MONTHS**

**RFQ NUMBER** KBY / 52165  
**ISSUE DATE:** 11 FEBRUARY 2013  
**CLOSING DATE:** 05 MARCH 2013  
**CLOSING TIME:** 10:00  
**BID VALIDITY PERIOD:** 90 days from Closing Date

## SCHEDULE OF BID DOCUMENTS

Section No	Page
SECTION 1 : NOTICE TO BIDDERS .....	4
1 QUOTATION REQUEST .....	4
2 FORMAL BRIEFING .....	4
3 QUOTATION SUBMISSION .....	5
4 DELIVERY INSTRUCTIONS FOR RFQ .....	5
5 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS.....	6
6 COMMUNICATION .....	9
7 INSTRUCTIONS FOR COMPLETING THE RFQ .....	9
8 COMPLIANCE .....	9
9 ADDITIONAL NOTES.....	9
10 DISCLAIMERS .....	10
11 LEGAL REVIEW.....	10
SECTION 2 : SCOPE OF REQUIREMENTS.....	11
21 SERVICE LEVELS .....	14
22 RISK.....	14
23 REFERENCES.....	15
24 PRE-QUALIFICATION AND EVALUATION METHODOLOGY AND CRITERIA.....	16
SECTION 3 : PRICING AND DELIVERY SCHEDULE .....	19
SECTION 4 : QUOTATION FORM .....	29
SECTION 5 : VENDOR APPLICATION FORM .....	35
SECTION 6 : SIGNING POWER – RESOLUTION OF BOARD OF DIRECTORS .....	37
SECTION 7 : CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS .....	38
SECTION 8 : CERTIFICATE OF ACQUAINTANCE WITH THE TERMS AND CONDITIONS OF CONTRACT FOR THE PROVISION OF SERVICES TO TRANSNET.....	40
SECTION 9 : RFQ DECLARATION FORM.....	41
SECTION 10 : BREACH OF LAW FORM .....	44
SECTION 11 : RFQ CLARIFICATION REQUEST FORM.....	45
SECTION 12 : SUPPLIER CODE OF CONDUCT .....	46
SECTION 13 : CERTIFICATE OF ATTENDANCE OF RFQ BRIEFING.....	48
SECTION 14 : CERTIFICATE OF ACQUAINTANCE WITH SPECIFICATIONS .....	49

### RFQ ANNEXURES:

NONE

### RFQ APPENDICES:

- APPENDIX (i) TERMS AND CONDITIONS OF CONTRACT FOR THE PROVISION OF SERVICES TO TRANSNET
- APPENDIX (ii) PROJECT SPECIFICATIONS
- APPENDIX (iii) SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993) AND APPLICABLE REGULATIONS

**LIST OF ACRONYMS**

B-BBEE	Broad-Based Black Economic Empowerment
CD	Compact/computer disc
DPE	Department of Public Enterprises
DTI	Department of Trade and Industry
EME	Exempted Micro Enterprise
GBC	General Bid Conditions
ID	Identity Document
JV	Joint Venture
LOI	Letter of Intent
NDA	Non-Disclosure Agreement
OD	Transnet Operating Division
PTN	Post-Tender Negotiations
QSE	Qualifying Small Enterprise
RFQ	REQUEST FOR QUOTATION
SME	Small Medium Enterprise
SOC	State Owned Company
VAT	Value-Added Tax
ZAR	South African Rand

---

Respondent's Signature

---

Date & Company Stamp

**RFQ FOR CIVIL MAINTENANCE, REPAIRS, PAINTWORK AND CHANGE BUILDING FROM HOUSE TO  
CRECHE ASSET 01AF061K IN LOHATLA  
FOR A PERIOD OF 3 (THREE) MONTHS**

**Section 1 : NOTICE TO BIDDERS**

**1 QUOTATION REQUEST**

Responses to this RFQ [hereinafter referred to as a **Bid** or a **Quotation**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity, Respondent** or **Bidder**] for civil maintenance, repairs, paintwork and change building from house to crèche asset 01AF061K in Lohatla [**the Services**] to Transnet.

On or after 11 February 2013, the RFQ documents may be inspected at, and are obtainable from the office of the Senior Buyer, Room 2, Ground Floor, Property Management Building, Austen Street, Beaconsfield, on payment of an amount of R250.00 [inclusive of VAT] per set. Payment is to be made as follows:

Bank:	Standard Bank
Account Number:	203158598
Branch:	Braamfontein
Branch code:	004805
Account Name:	Transnet Freight Rail
Reference:	KBY/52165

**NOTES –**

- a) This amount is not refundable.
- b) A receipt for such payment made must be presented when collecting the RFQ documents and submitted thereafter with your Quotation.

RFQ documents will only be available until 12H00 on 20 February 2013.

*N.B: Pursuant to note (b) above, should a third party [such as a courier] be instructed to collect RFQ documents on behalf of a Respondent, please ensure that this person [the third party] has a "proof of payment" receipt for presentation to Transnet when collecting the RFQ documents.*

Any additional information or clarification will be faxed or emailed to all Respondents, if necessary.

**2 FORMAL BRIEFING**

A compulsory pre-Quotation RFQ briefing will be conducted at Postmasburg Railway Station in Postmasburg on the **22 February 2013**, at 10H00 for a period of  $\pm$  2 (Two) hours. [Respondents to provide own transportation and accommodation].

- 2.1 *A Certificate of Attendance in the form set out in Section 14 hereto must be completed and submitted with your Quotation.*
- 2.2 Respondents failing to attend the compulsory RFQ briefing will be disqualified.

- 2.3 Respondents who have not purchased and/or been issued with a valid RFQ bid document/s will not be allowed to attend the RFQ briefing. Bid documents will not be issued and/or sold at the RFQ briefing.
- 2.4 The briefing session will start punctually at 10H00 and information will not be repeated for the benefit of Respondents arriving late.

### 3 QUOTATION SUBMISSION

Quotations must reach the Senior Buyer, Transnet Freight Rail before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

RFQ No:	KBY/52165
Description	for civil maintenance, repairs, paintwork and change building from house to crèche asset 01AF061K in Lohatla
Closing date and time:	10H00 on Tuesday 05 March 2013
Closing address	<i>[Refer to options in paragraph 4 below]</i>

### 4 DELIVERY INSTRUCTIONS FOR RFQ

#### 4.1 Delivery by hand

If delivered by hand, the envelope is to be deposited in the Transnet tender box which is located at office no. 2, Property Management Building, Austen Street, Beaconsfield, and should be addressed as follows:

THE SENIOR BUYER  
TRANSNET FREIGHT RAIL  
TENDER BOX  
OFFICE 2  
PROPERTY MANAGEMENT BUILDING  
AUSTEN STREET  
BEACONSFIELD  
8301

- a) The measurements of the "tender slot" are 280mm wide x 35mm high, and Respondents must please ensure that response documents or files are no larger than the above dimensions. Responses which are too bulky [i.e. more than 35mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 3 above.
- b) It should also be noted that the above tender box is located inside the office and is accessible to the public Mondays to Fridays from 07H30 to 16H00.

#### 4.2 Dispatch by courier

If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Senior Buyer, Transnet Freight Rail and a signature obtained from that Office:

THE SENIOR BUYER  
TRANSNET FREIGHT RAIL  
TENDER BOX  
OFFICE 2  
PROPERTY MANAGEMENT BUILDING

AUSTEN STREET  
BEACONSFIELD  
8301

- 4.3 Please note that this RFQ closes punctually at **10:00 on Tuesday 05 March 2013**.
- 4.4 If responses are not delivered as stipulated herein, such responses will not be considered and will be treated as "NON-RESPONSIVE" and will be disqualified.
- 4.5 No email or facsimile responses will be considered, unless otherwise stated herein.
- 4.6 The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
- 4.7 Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.
- 4.8 Envelopes must not contain documents relating to any RFQ other than that shown on the envelope. All envelopes must reflect the return address of the Respondent on the reverse side.
- 4.9 No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [*Alterations made by the Respondent to Bid Prices*] of the General Bid Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.

## 5 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS

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

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

With respect to B-BBEE, this RFQ will be evaluated as follows:

EVALUATION CRITERIA	Section 1 Reference	Final Weighted Points
B-BBEE: - Scorecard	Paragraph 5.1	20
<b>Maximum points allocated for B-BBEE:</b>		<b>20</b>

Transnet will accordingly allocate a maximum of **20 [Twenty] points** to the Respondent's final score based on an entity's B-BBEE scorecard rating.

Respondent's Signature

Date & Company Stamp

Transnet iSCM Services: RFQ October 2012

Consequently, when Transnet invites prospective service providers to submit Quotations for its various expenditure programmes, it requires Respondents *[Large Enterprises and QSE's - see below]* to have their B-BBEE status verified in compliance with the Government Gazette No 34612, Notice No. 754 dated 23 September 2011. Valid B-BBEE Verification Certificates must be issued by:

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

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

### 5.1 B-BBEE Rating

Enterprises will be rated by Verification Agencies or Registered Auditors based on the following:

- a) **Large Enterprises** [i.e. annual turnover greater than R35 million]:
  - Rating level based on all seven elements of the B-BBEE scorecard
- b) **Qualifying Small Enterprises – QSE** [i.e. annual turnover between R5 million and R35 million]:
  - Rating based on any four of the elements of the B-BBEE scorecard
- c) **Exempted Micro Enterprises – EME** [i.e. annual turnover less than R5 million]:

In accordance with B-BBEE Codes of Good Practice [Statement 000, Section 4], any enterprise with an annual total revenue of R 5 million or less qualifies as an EME.

- Automatic rating of B-BBEE Level 4 irrespective of race or ownership
- Black<sup>1</sup> ownership greater than 50% or Black Women ownership greater than 50% automatically qualify as B-BBEE Level 3

Sufficient evidence to qualify as an EME would be a certificate (which may be in the form of a letter) from an auditor or, accounting officer or certificate from a Verification Agency accredited by SANAS. The certificate must confirm the company's turnover, Black ownership / Black female ownership and B-BBEE status level.

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

N.B. Failure to submit a B-BBEE certificate, which is valid as at the Closing Date of this RFQ, will result in a score of zero being allocated for B-BBEE.

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

R \_\_\_\_\_

<sup>1</sup> **Black** means South African Blacks, Coloureds and Indians, as defined in the B-BBEE Act, 53 of 2003

## 5.2 B-BBEE Joint Ventures and/or Subcontractors

In addition to the above, Respondents who would wish to enter into a JV with or subcontract portions of the contract to B-BBEE entities must state in their RFQs the percentage of the total contract value that would be allocated to such B-BBEE entities, should they be successful in being awarded any business. A valid B-BBEE Verification Certificate in respect of such B-BBEE JV-partners and/or subcontractor(s), as well as a breakdown of the distribution of the aforementioned percentage must also be furnished with the RFQ Bid to enable Transnet to evaluate in accordance with the processes outlined in the B-BBEE Preference Points Claim Form appended hereto as Annexure A.

### a) Incorporated JVs/Consortiums

As part of an incorporated JV/Consortium's bid response, the incorporated JV/Consortium must submit a valid B-BBEE certificate in its registered name.

### b) Unincorporated JVs/Consortiums

As part of an unincorporated JV/Consortium's tendered response, the unincorporated JV/Consortium must submit a consolidated valid B-BBEE certificate as if it was a group structure and provided that that such a consolidated B-BBEE scorecard is prepared for every separate tender.

It is a further requirement that a signed Memorandum of Agreement [MoA] or JV agreement between the parties clearly stating the percentage [%] split of business and the associated roles, responsibilities, contribution etc of each party be submitted. If such a JV agreement is unavailable, the JV partners must submit confirmation in writing of their intention to enter into a JV agreement/partnership should they be awarded business by Transnet through this RFQ process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV agreement is submitted to Transnet.

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

## 5.3 B-BBEE Registration

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

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

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



## 6 COMMUNICATION

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

- 6.1 For specific queries relating to this RFQ, an RFQ Clarification Request Form should be submitted before **12:00 on 28 February 2013**, substantially in the form set out in Section 11 hereto. In the interest of fairness and transparency Transnet's response to such a query will then be made available to the other Respondents who have collected RFQ documents. For this purpose all Respondents are required to indicate by email their intention to respond to this RFQ by informing Transnet of their contact details as soon as possible but on or before **28 February 2013** to Herman.Conradie@transnet.net.
- 6.2 After the closing date of the RFQ, a Respondent may only communicate with the Secretariat of the Transnet Freight Rail Acquisition Council, at telephone number 011 584 0668, email Sara.Assegai@transnet.net or facsimile number 011 774 9773 on any matter relating to its RFQ Quotation.

Respondents found to be in collusion with one another will be automatically disqualified and blacklisted from doing business with Transnet in the future.

## 7 INSTRUCTIONS FOR COMPLETING THE RFQ

- 7.1 Sign one set of original documents [sign, stamp and date the bottom of each page]. This set will serve as the legal and binding copy.
- 7.2 All returnable documents tabled in the Quotation Form [Section 4] must be returned with your Quotation.

## 8 COMPLIANCE

The successful Respondent [hereinafter referred to as the **Service Provider**] shall be in full and complete compliance with any and all applicable laws and regulations.

## 9 ADDITIONAL NOTES

- 9.1 Changes by the Respondent to its submission will not be considered after the closing date.
- 9.2 The person or persons signing the Quotation must be legally authorised by the Respondent to do so [Refer Section 6 – Signing Power, Resolution of the Board of Directors]. A list of those person(s) authorised to negotiate on behalf of the Respondent [if not the authorised signatories] must also be submitted along with the Quotation together with their contact details.
- 9.3 Transnet will not do business with companies involved in B-BBEE fronting practices.
- 9.4 Transnet may wish to visit the Respondent's place of business during this RFQ process.
- 9.5 Transnet reserves the right to undertake post-tender negotiations [PTN] with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's option, any evaluation criteria listed in this RFQ document.

- 9.6 Unless otherwise expressly stated, all Quotations furnished pursuant to this RFQ shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.

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

## 10 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 Quotations. In particular, please note that Transnet reserves the right to:

- 10.1 modify the RFQ's Services and request Respondents to re-bid on any such changes;
- 10.2 reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- 10.3 disqualify Quotations submitted after the stated submission deadline [Closing Date];
- 10.4 not necessarily accept the lowest priced Quotation;
- 10.5 reject all Quotations, if it so decides;
- 10.6 withdraw the RFQ on good cause shown;
- 10.7 award a contract in connection with this Quotation at any time after the RFQ's closing date;
- 10.8 award a contract for only a portion of the proposed Services which are reflected in the scope of this RFQ;
- 10.9 split the award of the contract between more than one Service Provider; or
- 10.10 make no award of a contract.

In addition, Transnet reserves the right to exclude any Respondent from the bidding process who has been convicted of a serious breach of law during the preceding 5 [five] years, including but not limited to breaches of the Competition Act 89 of 1998. Respondents are required to indicate in Section 11 [Breach of Law] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

Transnet reserves the right to lower the threshold for Technical and B-BBEE by 20% [twenty per cent] if no Bidders pass the predetermined minimum threshold.

Kindly note that Transnet will not reimburse any Respondent for any preparatory costs or other work performed in connection with its Quotation, whether or not the Respondent is awarded a contract.

## 11 LEGAL REVIEW

A Quotation submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

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

**RFQ FOR CIVIL MAINTENANCE, REPAIRS, PAINTWORK AND CHANGE BUILDING FROM  
HOUSE TO CRECHE ASSET 01AF061K IN LOHATLA**

**FOR A PERIOD OF 3 (THREE) MONTHS**

**Section 2 : SCOPE OF REQUIREMENTS**

**1 SCOPE OF REQUIREMENTS**

Included in the price of the work must be the cost of all items in respect of the building works as per specifications attached or embodied in this request for quotation, which shall include all material and labour necessary for the proper execution and completion of the work in every respect (except for such items that are expressly excluded as for distance to site which contractor will price for in the P&G of price total.) according to the true intent and meaning of the contract documents and drawings taken together.

**2 TO BE SUPPLIED BY THE CONTRACTOR**

Except where otherwise specified, the Contractor shall supply all labour, transport, plant, equipment, tools, services and material required for the carrying out and completion of the work included in this contract.

**3 ELECTRICITY AND WATER**

Water and electricity, where available, will be supplied free of charge by Transnet. A continuous supply of water and electricity can however not be guaranteed. The Contractor shall at his own cost arrange for connections and extensions (if necessary) to existing supplies and for the removal of these connections and extensions on completion of the contract.

**4 COMPLETION TIME, PENALTIES, ETC**

The contractor shall on the duration in days require completing the works, but this shall not be longer than **3 Months**.

The contractor shall be required to complete the work in this period, as stated. This period shall be inclusive of weekends, public holidays and statutory holiday periods.

Failing completion of the work within the period as stipulated above or with any shorter period offered by the contenders and accepted by Transnet, the contractor shall pay to **Transnet as penalty an amount of R500-00 per day for every day or part thereof during which the works remain incomplete.**

**5 PROGRAM OF WORK (SERVICE PROGRAM)**

Within 1 week of notification of acceptance of his tender, the Contractor shall submit to the Manager for his approval and acceptance 3 copies of a fully detailed program of work in the form of an acceptable bar chart. The first payment certificate will not be passed for payment until this program has been lodged with the Manager.

The conduct and order of the work shall be agreed with the Manager.

The Contractor shall notify the Manager in writing as soon as it becomes apparent that the progress of any aspect of the work will not conform to the program of work and shall resubmit, at no additional cost, revised programs which shall be subject to the approval of the Manager.

Any revision of program by the Contractor does not in any way whatsoever relieve the Contractor of his obligations to complete the work for each month as specified or justify any revision of the tendered amount.

## **6 RETENTION**

Further in order to protect Transnet in case of any defective work, Transnet reserves the right to retain up to ten (10%) percent of the value of the contract, for a period of (6) six months, (the maintenance period) or such further period beyond the maintenance period if defects have not yet been made good to the satisfaction of the Project Manager.

## **7 LABOUR**

The sole responsibility for the work as specified in the particular specification shall rest entirely with the Contractor, who shall be required to undertake rectification of any defects, which become apparent within the period as defined above. The Contractor shall make good to the satisfaction of Transnet any defects which may arise during inspection.

## **8 PAYMENT**

When making a claim for payment, the Contractor shall submit an informal claim for the consideration of the Manager. Only upon agreement being reached on the amount to be included in the payment certificate, will the Contractor be required to submit a complete and correct VAT invoice.

## **9 SAFETY ON WORK SITE (ACT NUMBER 85 OF 1993) ENVIRONMENT CONSERVATION ACT. (ACT No.73 OF 1989)**

For the purposes of the Occupational Health and Safety Act, (Act Number 85 of 1993) and the Environment Conservation Act, (Act No.73 of 1989) the site is transferred, for the duration of the contract, to the control of the Contractor as if it is his property. As employer, he is in every respect responsible for the compliance with the provisions of these Acts, as well as the application of General Administrative Regulation 13 to the employees of Transnet who visit the site.

Personal protective equipment must be used at all times.

A safety plan must be submitted once the contract has been awarded.

## **10 ACCESS TO THE SITE**

The areas are restricted and the contractor must ensure he complies with the regulations of Transnet Freight Rail in every way. The Contractor and/or any sub-contractors shall be required to apply for permission to enter the restricted area in writing

## **11 DAMAGE TO PROPERTY AND/OR SERVICES**

The contractor shall take adequate precaution against damage to existing assets and injury to persons during the course of the contract. The successful bidder will be responsible for the repairs and/or the costs incurred in such repairs to any damages caused to Transnet's property by the successful bidder's staff while carrying out the required work

**12 SUPERVISION**

The Manager will provide overall superintendence of the work and may direct the Contractor in terms of the provisions of the contract.

Transnet will notify the successful contractor, in writing, of the name of the Maintenance Supervisor/s who will supervise and take charge of the contract. The Contractor must at all times, only take instructions from the appointed Maintenance Supervisor/s and (Manager) and nobody else.

The Contractor must be in possession of or have access to a cellular phone and a facsimile machine.

**13 WORKING OUTSIDE NORMAL WORKING HOURS:**

Normal working hours are between 07:30 and 16:00 Mondays to Fridays. No work will be allowed on week ends or public holidays. If it is required to work outside the stated normal working hours the Contractor must obtain written permission at least 96 hours before such work needs to be undertaken. Transnet Freight Rail will not unreasonably withhold permission; however the Contractor may have to pay for Transnet Freight Rail's supervisory personnel.

**14 MATERIALS**

Only materials of the best quality (SANS/SABS approved) are to be used in the execution of the contract and the work is to be performed in a proper workmanlike manner to the full satisfaction of Transnet

**15 HOUSING OF EMPLOYEES**

Accommodation of the Contractor's employees on site will not be permitted and the Contractor shall make his own arrangements

**16 TOILET FACILITIES**

Use of existing toilet facilities will be permitted.

**17 ESCALATION OF COST**

This contract will not be subject to cost escalation.

**18 WAGE REGULATING MEASURES**

The Contractor shall acquaint himself with any relevant wage regulating measure and/or statutory enactment which may be in force or may be contemplated, and which will affect conditions of employment during the progress of the contract, and he shall give effect to the provisions of such wage regulating measure and/or statutory enactment as they come into force.

**19 SUB-LETTING OF THE CONTRACT**

The successful contractor shall not be permitted to sublet the contract. Only persons directly employed by the contractor shall carry out the work.

**20 GENERAL INFORMATION**

The service provider(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.

The service provider(s) must provide the identified information requested and comply with the requirements stated in the RFQ.

All activities between Contractors and Transnet personnel will be coordinated through the Manager in charge.

For more information contact Mr S.P. Broderick at telephone 083 304 2369

## 21 SERVICE LEVELS

- 21.1 An experienced account representative(s) is required to work with Transnet's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 21.2 Transnet will have weekly reviews with the Service Provider's account representative on an on-going basis.
- 21.3 Transnet reserves the right to request that any member of the Service Provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 21.4 The Service Provider guarantees that it will achieve a 95% service level on the following measures:
- Random checks on compliance with scope of work or terms of reference
  - On-time deliverables
- 21.5 The Service Provider must provide a telephone number for customer service calls.
- 21.6 Failure of the Service Provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] days' notice to the Service Provider of its intention to do so.

### Acceptance of Service Levels:

YES		NO	
-----	--	----	--

## 22 RISK

Respondents must elaborate on the control measures put in place by their entity, which would mitigate the risk to Transnet pertaining to potential non-performance by a Service Provider, in relation to:

### 22.1 Quality of Services delivered:

---



---



---



---



---

### 22.2 Continuity of the provision of Services:

---



---



---



---



---

**22.3 Compliance with the Occupational Health and Safety Act, 85 of 1993:**

---

---

---

---

---

**23 REFERENCES**

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

NAME OF COMPANY	CONTACT PERSON	TELEPHONE

“PREVIEW COPY ONLY”

---

Respondent's Signature

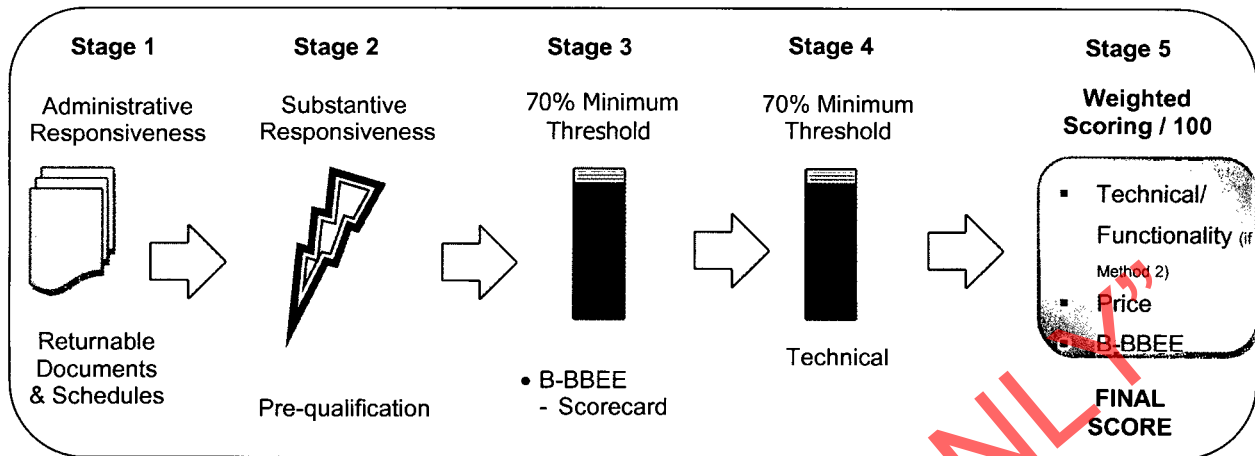
---

Date & Company Stamp

Transnet iSCM Services: RFQ October 2012

## 24 PRE-QUALIFICATION AND EVALUATION METHODOLOGY AND CRITERIA

Transnet will utilise the following methodology and criteria in selecting a preferred Service Provider, if so required:



### 24.1 STAGE ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Pre-Qualification Criteria	RFQ Reference
• Whether the Bid has been lodged on time	<i>Section 1 paragraph 3</i>
• Whether all returnable documents and/or schedules [where applicable] were completed and returned by the closing date and time	<i>Section 4</i>

***The test for administrative responsiveness [Stage One] must be passed for a Respondent's Quotation to progress to Stage Two for further pre-qualification***

### 24.2 STAGE TWO: Test for Substantive Responsiveness to RFQ

The test for substantive responsiveness to this RFQ will include the following:

Pre-Qualification Criteria	RFQ Reference
• Whether any pre-qualification criteria set by Transnet, have been met	<i>Section 1 paragraphs 2.2, 6, 10.3</i> <i>Section 4 – validity period</i> <i>Sections 10 &amp; 11</i>
• Whether the Bid contains a priced offer	<i>Section 3</i>
• Whether the Bid materially complies with the scope and/or specification given	<i>All Sections</i>

Respondent's Signature

Date & Company Stamp



Pre-Qualification Criteria	RFQ Reference
<ul style="list-style-type: none"> <li>Entity's financial stability</li> </ul>	<i>Audited financial statements [Returnable Document]</i>

***The test for substantive responsiveness [Stage Two] must be passed for a Respondent's Quotation to progress to Stage Three for further pre-qualification***

**24.3 STAGE THREE: Test Minimum Threshold 70% (for B-BBEE)**

**a) B-BBEE Scorecard:**

Pre-Qualification Criterion	RFQ Reference
<ul style="list-style-type: none"> <li>Current status evaluated according to the valid B-BBEE Accreditation scorecard</li> </ul>	<i>Section 1, paragraph 5 &amp; Preferential Points Claim Form, Annexure A</i>

***The test for meeting the B-BBEE threshold [Stage Three] must be passed for a Respondent's Quotation to progress to Stage Four for further pre-qualification***

**24.4 STAGE FOUR: Test Minimum Threshold of 70% for Technical / Functional Criteria**

The test for the Technical / Functional threshold will include the following:

Pre-Qualification Criteria	RFQ Reference
<ul style="list-style-type: none"> <li>Acceptance of service levels</li> </ul>	<i>Section 2 paragraph 21</i>
<ul style="list-style-type: none"> <li>Control measures to mitigate Transnet's risk exposure</li> </ul>	<i>Section 2, paragraph 22</i>
<ul style="list-style-type: none"> <li>Technical merit</li> <li>Safety characteristics</li> <li>Quality control practices</li> <li>Reliability</li> <li>Testing requirements</li> <li>Project plan and timelines</li> </ul>	<i>Section 2 [Scope of Requirements]</i>
<ul style="list-style-type: none"> <li>Deliverable lead times</li> </ul>	<i>Section 2 paragraph 4</i>

***The minimum threshold for Stage Four pre-qualification criteria must be met or exceeded for a Respondent's Quotation to progress to Stage Five for final evaluation***

Respondent's Signature

Date & Company Stamp

Transnet ISCM Services: RFQ October 2012

**24.5 STAGE FIVE: Evaluation and Final Weighted Scoring****a) Technical / Functionality (if Method 2) (Weighted 70%)***[Refer paragraph 24.4 above]***b) Price Criteria: (Weighted 80%)**

Evaluation Criteria	RFQ Reference
• Commercial offer	<i>Section 3</i>
• Commercial discounts	<i>Section 3</i>
• Entity's financial stability	<i>Section 3</i>

**Transnet will utilise the following formula in its evaluation of price**

$$P_s = \frac{P_{bm}}{P_t} \times W_1$$

**Where:** Ps = Score for Bid under consideration

Pt = Comparative price of Bid under consideration

Pbm = Benchmarked price calculated using average price of bids received less 10%

W1 = The percentage score given to price

Bidders with a price lower than the benchmark will be given an automatic score equal to the full points allocated to price.

**24.6 SUMMARY: Pre-Qualification Thresholds and Final Evaluated Weightings**

PRE-QUALIFICATION CRITERIA	MINIMUM THRESHOLD [%]
B-BBEE	
Technical / Functionality	

EVALUATION CRITERIA	FINAL WEIGHTED SCORES
Price	
B-BBEE - Scorecard	
<b>TOTAL SCORE:</b>	<b>100</b>

*Note: Transnet reserves the right to conduct post-tender negotiations with the preferred Respondent(s)*

**RFQ FOR CIVIL MAINTENANCE, REPAIRS, PAINTWORK AND CHANGE BUILDING FROM HOUSE TO  
CRECHE ASSET 01AF061K IN LOHATLA  
FOR A PERIOD OF 3 (THREE) MONTHS**

**Section 3 : PRICING AND DELIVERY SCHEDULE**

*Respondents are required to complete the table below: See price summary, complete and carry over to this page.*

Ref No	Description of Service	TOTAL PRICE [ZAR]	
		R	C
1	RFQ for civil maintenance, repairs, paintwork and change building from house to crèche asset 01AF061K in Lohatla		
	SUBTOTAL PRICE		
	14% VAT		
	TOTAL TENDER PRICE		

**Total tender price in words:**

---

**Notes to Pricing:**

- Prices must be quoted in South African Rand, exclusive of VAT
- Prices quoted must be held valid for a period of 90 days from closing date of this RFQ

***Respondents are required to submit their 3-year audited financial statements with their Quotation in order to enable Transnet to establish financial stability***

Respondent's Signature

Date & Company Stamp

Transnet ISCM Services: RFQ October 2012

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

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

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

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

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

**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, preparations include sanding, stopping and washing 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.

The contractor shall be liable for any damages caused by his or her staff to any Transnet Freight Rail property or equipment.

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

Page 1 of 9

SUB TOTAL PAGE 1

TENDER NO:

ASSET NO: 01AF061

ITEM NO	FAULT DISCRIPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
<b>CEILING</b>					
6	Break out gypsum/nutec ceiling complete include brandering and remove all rubble (allow for register electrician to remove light fittings and make wires save for carpenter to remove ceiling)	85	M^2		
7	Install gypsum board 6.4mm ceiling. exclude brandering, include H profile strips	85	M^2		

Respondent's Signature

Date &amp; Company Stamp

Transnet ISCM Services: RFQ October 2012

SUB TOTAL PAGE 2

TENDER NO:

ASSET NO: 01AF061

ITEM NO	FAULT DISCRPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
13	Install brandering complete, include skew nailing (specify size according table in specifications)	85	M^2		
24	Install 76mm rhino cove cornice complete. all inside corners shall be scribed joints, all exterior corners shall be mitre joints and all joints in straight sections shall be mitre joints.	105	M		
40	Spot prime all nail heads with universal undercoat and paint new ceiling complete with one coat plaster primer. (see attached paint specification)	85	M^2		
42	Paint ceiling 2 coats super acrylic PVA. apply paint only after preparation as per attached specification.	68	M^2		
44	Paint ceilings 1 coat universal undercoat and 1 coat gloss enamel. apply paint only after preparation as per specification.	17	M^2		
<b>WALLS INTERIOR</b>					
50	Remove picture rails, fill area and sand wall level and smooth finish	62	M		
58	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	210	M^2		
67	Paint smooth plaster walls with 1 coat universal undercoat and 1 coat gloss enamel. apply paint only after preparation as per attached specification. colour: barely beige code 3h1-1	210	M^2		
74	Chip 80% of wall area to be tiled and apply key coat to wall before laying ceramic tiles. key coat shall be apply according the manufacturer specification on container	68	M^2		
75	Apply key coat to wall before laying ceramic tiles, key coat shall be applied according the manufacturer specification on container) (use item when tiling direct on to straight and level brick wall)	14	M^2		
77	Remove glazed wall tiles complete from plaster or brick wall. remove all adhesive.	19	M^2		
79	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	82	M^2		
84	Fit white round plastic tile edge strip for ceramic wall tiles, all corners shall be neat mitre joints, no section shall be shorter than 450mm in a long straight section	22	M		
115	Plaster interior wall +- 15mm thick one coat smooth finish plaster. item does not include soffits and reveals, see item for soffits and reveals (mix for plaster 1 part cement and 5 parts approved plaster sand) (read all attached detailed specifications)	14	M^2		
119	Plaster wall with rhino lite or rhino glide to smooth finish as per manufacturer of rhino lite or rhino glide. item includes reveals and soffits areas (read all attached detailed specifications)	210	M^2		
140	Manufacture and fit 25mm square tubing burglar bar frame with 12mm dia round steel bars vertically, spaced 100mm and horizontal 300mm. size 2.0m wide x 1.2m high. paint bars 1 coat steel primer, undercoat and 2 coats gloss enamel.	10	EA		
<b>WINDOWS INTERIOR</b>					
132	Fit or replace window handle. apply lock tight or similar product to screws chrome plated handle	10	EA		

Respondent's Signature

Date &amp; Company Stamp

Transnet iSCM Services: RFQ October 2012

SUB TOTAL PAGE 3

TENDER NO:

ASSET NO: 01AF061

ITEM NO	FAULT DISCRIPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
135	Fit or replace window sliding stay. apply lock tight or similar product to screws chrome plated stay	10	EA		
137	Fit or replace window peg stay. apply lock tight or similar product to screws chrome plated stay	7	EA		
154	Fit double kirch rail to brick wall	10	EA		
158	Paint window sill: item includes, wash, sand, rinse with clean water and paint of previously painted window sill with 2 coats grey floor/stoep paint.	5	M^2		
159	Tile window sill with ceramic floor tiles, tile sill and tile 80mm wide against wall, fit plastic tile edge strip to finished edge between wall tiles and sill tiles (specify tiles for sill) 200mm wide	2	M		
<b>WINDOWS INT AND EXT</b>					
186	Replace cracked or broken window panes clear, size 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	13	M^2		
196	Replace cracked or broken obscure window panes, size 450mm x 350mm x 3mm. clean frame of dirt and rust. apply 1 coat anti rust paint. see attached detailed specification. place sheet on floor and in garden as necessary to catch all broken glass	1	EA		
204	Remove all rust from steel window frame profile section with hand or mechanically, all thick and scale rust must be removed, then use 60 grid sandpaper and steel brush, wash clean, let dry, apply approved rust converter (see attached specification)	14	M		
206	Paint residential small pane 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.	14	M^2		
217	Paint burglar bars 10-12mm diameter round bar 1 coat universal undercoat and 2 coats Dulux pearlglo gloss (m^2 = whole window opening covered by the burglar bars) (see attached detail specification)	15	M^2		
<b>DOORS/SECURITY GATES</b>					
243	Fit or replace standard round rubber type door stop	9	EA		
247	Fit / Replace aluminium draught excluder (weather board aluminium type)	2	EA		
263	Fit 4 lever sabs approved mortice lock with new handles and 3 keys to new door. if more than 1 lock to be install keys shall not be interchangeable. sabs mark shall be on lock.	9	EA		
277	Replace sapele veneer hollow core door. clearance to frame and floor as per attached detailed specifications: edges must be conceal type, hollow core light duty door	7	EA		
282	Fit / replace sa Pine FL and B door. Clearance to frame and floor as specified in attached specifications	1	EA		
283	Replace meranti flash back door. Clearance to frame and floor as specified in attached specifications	2	EA		
287	Paint door complete both sides, side edges, top edge undercoat and 2 coats Dulux pearlglo river rock code 6j1-7. Do preparation before painting per spec. Door 810mmx2.03m=3.66m <sup>2</sup> . 75mmx2.03m=3.42m <sup>2</sup> . Item include remove before paint and refit of handles	4	M^2		

Respondent's Signature

Date &amp; Company Stamp

Transnet ISCM Services: RFQ October 2012

SUB TOTAL PAGE 4

TENDER NO:

ASSET NO: 01AF061

ITEM NO	FAULT DISCRIPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
288	Varnish door complete both sides, side edges and top edge, 3 coats varnish. use exterior varnish on exterior side. door 810mmx2.03m= 3.66m2. Door 750mmx2.03m= 3.42m2. Do preparations as per attached specifications. Item include remove and re-fit of handle	36	M^2		
<b>DOORFRAMES</b>					
314	Break out doorframe wood or steel complete from brick wall	9	EA		
323	Build in single 110mm wide steel door frame into new wall. item is to place frame in position, to secure in vertical and horizontal plum position and to fit at least two stays spaced on inside doorframe. frame metal shall be at least 1.2mm thick.	7	EA		
324	Build in single 220mm wide steel door frame in new wall. door frame metal shall be at lease 1.2mm thick. read all the attached specifications	2	EA		
329	Paint door frame 1 coat undercoat and 2 coats Dulux pearlglo lockness code-3I1-5 Gloss. single steel frame. 115mm=1.150m2. single 230mm=1.750m2. double 1511mm x 115mm=1.29 m2. double 1511mm x 230mm=1.96 m2. Do preparation as per specification	11	M^2		
<b>FLOORS</b>					
365	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)	74	M^2		
366	Lay 1st grade ceramic floor tiles on floor (use 10 x 6mm notched trowel) joints 5mm wide use only Tylon WB11 tile adhesive for ceramic tiles adhesive as approved by project manager. Type tile as per sample tile shown at site meeting Read specifications	49	M^2		
388	Remove grano skirting, completely, from wall and floor and clean wall and floor.	88	M		
392	Fit meranti wooden skirting 75mm x 19mm and quarter round, complete. if necessary, quadrants must be loosely fitted for the later fitting of carpets. (read attached detailed specifications)	70	M		
396	Varnish skirting and quarter rounds, complete, 2 coats Dulux or Plascon varnish. 75mm skirting x 1.0m = 0.075 m2. 150mm skirting x 1.0m = 0.150 m2. varnish only after preparation as per attached specification.	12	M^2		
399	Lay ceramic tile skirting 100mm wide, with out tile edge strip on top edge of tiles, item include the chip of 80% of wall area for the tile skirting and to apply key coat to chipped wall area 100mm wide. use tiles as specified for floor tiles	18	M		
413	Cast 80 mm concrete floor (concrete mix as per specification on bag for medium strong (20mpa) concrete) concrete for small area can be mixed by hand	2	M^2		
<b>CUPBOARDS / TABLE</b>					
446	Install / replace sink steel cabinet only exclude sink, provide type with swing doors (1.5m)	1	EA		
<b>PLUMBING INTERIOR</b>					
466	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)	1	EA		
492	Fit /replace close couple wc pan and cistern complete	1	EA		

Respondent's Signature

Date &amp; Company Stamp

Transnet ISCM Services: RFQ October 2012



SUB TOTAL PAGE 5

TENDER NO:

ASSET NO: 01AF061

ITEM NO	FAULT DISCRIPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
493	Fit 110mm PVC extension piece or extension PVC offset coupler between existing pan cast iron sewer pipe, if pipe is to short and new toilet pan is to close to cistern or to low.	1	EA		
509	Fit/replace bath mixer cobra	1	EA		
510	Break out bath complete include front and side walls, with outlet, trap and waste pipe and remove all rubble	1	EA		
511	Build in new acrylic bath complete, item include brass chrome plated waste outlet, bath trap, waste pipe to gulley, build of front and side wall and plaster of walls as per attached specifications	1	EA		
512	Fit / replace sink tap mixer 15 mm with cobra heavy duty mixer with star handle	1	M		
514	Fit or replace sink trap single sink	1	EA		
515	Remove stainless steel sinks with wood cabinets and steel waste pipes complete for scrap	1	JOB		
517	Fit / Replace sink only double bowl, item exclude cabinet, fit 1500mm long x 530mm wide double bowl **overlay**drop in** stainless steel sink, complete with chrome plated brass outlet with plug. (read attached detail specifications)	1	EA		
518	Replace stopcock/ballo stop 15 mm with cobra brand chrome plated brass stopcock	7	EA		
519	Install heavy duty cobra brand chrome plated brass stopcock 20 mm (or specify other type)	3	EA		
531	Install new 150l geyser complete with stop cock, 400kpa pressure reduce valve, safety valve and two vacuum breakers. complete installation to comply with sabs standard. item include all the necessary fittings. please read the attached detailed specs	1	EA		
536	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.	8	M		
538	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).	8	M		
539	Install water pipes 22mm class 2 copper pipes against wall and or in wall and or in roof. item excludes 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).	22	M		
544	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	4	EA		
550	Install/replace PVC waste pipe, item include all necessary fittings from basin to gulley, all bends and junctions shall be of access type	6	M		
<b>PAINT PIPES/STEEL/MISCELLANEOUS</b>					
552	Paint pipes 15 to 120mm dia, paint pipes against walls 2 coats different paint and or colour as walls. 15mmx1.0m=0.076m2. 25mmx1.0m=0.10m2. 40mmx1.0m=0.16m2. 50mmx1.0m=0.076m2. 75mmx1.0m=0.10m2. 110mmx1.0m=0.16m2.	2	M^2		

**FIT/REPLACE ITEMS/ FURNITURE**

Respondent's Signature

Date &amp; Company Stamp

Transnet ISCM Services: RFQ October 2012



SUB TOTAL PAGE 6

TENDER NO:

ASSET NO: 01AF061

ITEM NO	FAULT DISCRIPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
562	Fit mirror 350mm x 450mm fix with two sided tape and mirror adhesive	1	EA		
565	Fit toilet paper holder C/P	1	EA		
566	Break out broken porcelain soap dish, supply new porcelain soap dish and install complete in position with ceramic tile adhesive and finish joints with grout to match tiles. (for shower fit 1250mm height from shower floor)	1	EA		
569	Fit / replace towel rail	2	EA		
<b>ROOF</b>					
578	Replace loose roof screws with 75 mm coach type roof screws for corr iron with bond it washer. do not over tighten new roof screws. n.b. any damage to roof sheets shall be repaired, or sheets shall be replaced by the contractor at his own expense.	120	EA		
582	Fit flashings metal type as specified	4	M		
626	Prepare roof for painting where existing paint is peeling. remove all loose paint, sand roof to provide bond for new paint. clean and rinse roof with clean water and broom. roof area is length x width (area do not include roof sheet profile)	168	M^2		
629	Clean under side of roof overhang, remove all loose paint, galvanized coating must not be damaged	28	M^2		
630	Paint roof corr iron / IBR 2 coats, white Dulux roof guard or Plascon nu roof paint. area is length x width (area do not include roof sheet profile) over coat time 4 hours. roof must be inspected and approved in site book, before painting can commence	168	M^2		
632	Do preparations as specified and paint roof corr iron/IBR two coats Dulux or Plascon white roof paint. area is length x width (area do not include roof sheet profile) overcoat time 4 hours. (see attached paint specification)	28	M^2		
639	Paint exposed roof timber purlin, paint 1 pink wood primer, 1 coat universal undercoat and 2 coats white Dulux roof guard paint. apply paint only after preparation as per attached specification	56	M		
640	Paint exposed roof timber sprockets, 1 coat universal undercoat and 2 coats white Dulux wall guard or Dulux roof guard. bare wood areas shall be spot primed with wood primer. apply paint only after preparation as per attached specification.	40	M^2		
<b>GUTTERS/DOWNPINES</b>					
664	Remove gutters complete with brackets, down pipes and down pipe holder bats, item include the fill of down pipe holder bat holes in wall with cement	56	M		
666	Fit galvanised square gutters 100 x 75mm complete. include all necessary corners and stop ends. all work and material shall comply to attached specification. note!!: silicone sealer must not be used as joints.	56	M		
672	Supply paint and paint gutters outside complete (size mm x mm) 2 coats paint. 1.0m = 0.30m2. after all preparations as specified was done. (see attached specification)	56	M		
676	Fit square down pipe 100mm x 75mm to match square gutters, complete item includes one offset and one shoe up to 4,50m long for inland and PVC or fibre cement gutter down pipe for coastal area (price is on 100x75mm square)	5	EA		

Respondent's Signature

Date &amp; Company Stamp

Transnet iSCM Services: RFQ October 2012

SUB TOTAL PAGE 7

TENDER NO:

ASSET NO: 01AF061

ITEM NO	FAULT DISCRIPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
680	Do preparations as specified, paint down pipe complete 2 coats paint. after all preparations as specified was done. (see attached specification)	15	M		
681	Place / replace precast concrete rainwater channel	5	EA		
	<b>WALLS EXTERIOR</b>				
705	Supply and fit asset number to building. Supply white car number plate type and size sign with building asset number on. Number size shall be at lease 75mm wide. Fit next to main entrance of building.	1	EA		
718	Lay 1st grade ceramic glazed wall/floor tiles as per sample, use 5mm spacers. item include walls, reveals, soffits, sills. use only Tylon cm11 or tal professional adhesive and Tylon Tal grout (Estimate base on tiles at R 85.00 per m^2)	16	M^2		
723	Prepare wall for painting. wash brick/rough plaster walls with sugar soap. open up fine cracks with sharp object. fill cracks and all holes. sand wall complete to provide bond for new paint and rinse with clean water to remove all sanding dust	168	M^2		
725	Remove loose, flaking and powdery paint. wash wall with high water pressure jet cleaner machine. allow t wall to dry completely and treat wall with Alcolin Permo Bond	40	M^2		
730	Paint exterior brick wall, not plastered, with 2 coats Dulux wall guard paint or similar paint approved by project manager. apply paint only after preparation as per attached specification has been done. colour: Dulux barely beige code 3hi-1.	168	M^2		
	<b>PLUMBING EXTERIOR</b>				
775	Clean sewer complete with sewer tanks and french drains.	1	JOB		
780	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	2	EA		
783	Repair waste pipe basin 40 mm PVC (specify fault to repair)	4	EA		
785	Couple 22 mm polycop pipe to existing water network. item including all necessary fittings	56	EA		
787	Lay / replace 50mm water pipe under ground to match existing. excavations and couple to water main or to existing pipes not include in item	100	M		
788	Install water pipes 15mm class 2 copper pipes against wall item exclude fittings, supply water point cover the fittings	12	EA		
789	Install water pipes 22mm class 2 copper pipes against wall item exclude fittings, supply water point cover the fittings	18	M		
792	Provide water point. item include as necessary 15mm and or 22mm fittings and labour for pipes as specified to bring the necessary cold water to the exterior connections for the basin, cistern, geyser and sink but exclude the pipe work	1	EA		
793	Remove all unnecessary water and waste pipes and taps as specified	1	JOB		
794	Fit or replace brass garden type tap, item exclude pipe work and fittings	2	EA		

Respondent's Signature

Date &amp; Company Stamp

Transnet ISCM Services: RFQ October 2012

SUB TOTAL PAGE 8

TENDER NO:

ASSET NO: 01AF061

ITEM NO	FAULT DISCRIPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
795	Provide 20mm heavy duty cobra stopcock valve in building main supply line in ground and or against wall item include excavations, back fill and all necessary plumbing fittings to fit stopcock into existing 20mm water line	3	EA		
796	Build as specified stop valve access box or fit 150mm diameter high pressure water pipe around stopcock from pipe depth to 50mm above ground level. cast 70mm x 70mm thick concrete around pipe and finish at angle from top of pipe to ground level	1	EA		
<b>PAINT PIPES/STEEL/STRUCTURE</b>					
799	Paint pipes 15 to 120mm dia. pipes against wall painted different colour as wall or with different paint, paint 1 coat undercoat and 2 coats white water base Dulux pearl glo. apply paint only after preparation as per attached specification has been done	36	M		
<b>EXCAVATIONS/BACKFILL</b>					
836	Dig foundations or trench in medium hard soil (use compressor, pick and spade)	100	M		
<b>FENCING</b>					
862	Cut all vegetation to 50mm above ground level, both sides of fence 1m wide (in total 2.0m wide) see attached specification	120	M^2		
870	Do preparations as specified and paint fence posts and stays (2.1 m long up to 100mm diameter) 2 coats bituminous aluminium paint. (see attached paint specification)	4	JOB		
871	Remove 1.2m stock fence complete, reclade and repair all poles and droppers	120	M		
886	Replace single gate 900mm wide only 1.80m high x 900mm wide (as necessary specify different type and size)	2	EA		
887	Install single gate 900mm wide only 1.80m high x 900mm wide (as necessary specify different type and size)	2	EA		
888	Replace double gate 1,50m wide galvanised as per specification	1	EA		
889	Install double gate complete as per attached specification complete with 100mm diameter gate poles	1	EA		
<b>SITE SAFETY/CLEANING/CUT TREE/RUBBLE</b>					
904	Clean earth 1.0m wide around building from all grass and weeds and remove from site to approved dumping site.	900	M^2		

Respondent's Signature

Date &amp; Company Stamp

Transnet iSCM Services: RFQ October 2012

SUB TOTAL PAGE 9

TENDER NO:

ASSET NO: 01AF061

ITEM NO	FAULT DISCRIPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
---------	-------------------	------------	--------------	-----------	-------------

TOTAL PAGE 1 TO PAGE 9 R

**PRELIMINARY AND GENERAL**

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

P + G

R

**RISK AND SAFETY**

Cost for the risk and saftey must include the risk assessment. The risk assesment is a full identification of the risks before the work starts and the necessary equipment, appropriate precautions and systems of work that must be provided and Implemented.

RISK AND SAFETY R

Cost for risk and safety include complete compliance with the current Occupational Health Safety Act.

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

TOTAL PRICE CIVIL WORK EXLUDE VAT R

The total price for Civil work, excluding VAT, must be carried over as one total amount to the Service Fees and Cost Form, Section 3 of the RFQ. The amount must also be written in words on the Service Fees and Cost Form.

Respondent's Signature

Date &amp; Company Stamp

Transnet ISCM Services: RFQ October 2012

**RFQ FOR CIVIL MAINTENANCE, REPAIRS, PAINTWORK AND CHANGE BUILDING FROM HOUSE TO  
CRECHE ASSET 01AF061K IN LOHATLA  
FOR A PERIOD OF 3 (THREE) MONTHS**

**Section 4 : QUOTATION FORM**

I/We \_\_\_\_\_

*[name of entity, company, close corporation or partnership]*

of *[full address]*

\_\_\_\_\_

\_\_\_\_\_

carrying on business trading/operating as \_\_\_\_\_

represented by \_\_\_\_\_

in my capacity as \_\_\_\_\_

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, as the case may be, dated \_\_\_\_\_ a certified copy of which is annexed hereto, hereby offer to provide the above-mentioned Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the accompanying letter(s) reference \_\_\_\_\_ and dated \_\_\_\_\_ *[if any]* and the documents listed in the accompanying schedule of RFQ documents.

I/We agree to be bound by those conditions in Transnet's:

- (i) Terms and Conditions of Contract;
- (ii) General Bid Conditions – Services; and
- (iii) any other standard or special conditions mentioned and/or embodied in this REQUEST FOR QUOTATION.

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

Should Transnet decide that a formal contract should be signed and so inform me/us in a letter of intent [the **Letter of Intent**], this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence] together with Transnet's Letter of Intent, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

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

I/We accept that any contract resulting from this offer will be for a period of 3 months only; and agree to a penalty clause to be negotiated with Transnet, which will allow Transnet to invoke a penalty against us should the delivery of the Services be delayed due to non-performance by ourselves.

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

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

Transnet iSCM Services: RFQ October 2012

**ADDRESS FOR NOTICES**

The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFQ. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder the name of their authorised representative in the Republic of South Africa who has the power of attorney to sign any contract which may have to be entered into in the event of their Quotation being accepted and to act on their behalf in all matters relating to such contract.

Respondent to indicate the details of its *domicilium citandi et executandi* hereunder:

Name of Entity: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**NOTIFICATION OF AWARD OF RFQ**

As soon as possible after approval to award the contract(s), the successful Respondent [the Service Provider] will be informed of the acceptance of its Quotation. Unsuccessful Respondents will be advised in writing of the name of the successful Service Provider and the reason as to why their Quotations have been unsuccessful, for example, in the category of price, delivery period, quality, B-BBEE status or for any other reason.

**VALIDITY PERIOD**

Transnet requires a validity period of 90 [ninety] days [from closing date] of this RFQ.

**NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)**

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation [C.C.] on whose behalf the RFQ is submitted.

- (i) Registration number of company / C.C. \_\_\_\_\_  
 (ii) Registered name of company / C.C. \_\_\_\_\_  
 (iii) Full name(s) of director/member(s)      Address/Addresses      ID Number(s)

**CONFIDENTIALITY**

All information related to this RFQ, a subsequent contract or Purchase Order is to be treated with strict confidence.

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

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

Transnet iSCM Services: RFQ October 2012

**DISCLOSURE OF PRICES TENDERED**

Respondents must indicate below whether Transnet may disclose their tendered prices and conditions to other Respondents:

<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

**PRICE REVIEW**

The successful Respondent(s) [the Service Provider] will be obliged to submit to an annual price review. Transnet will be benchmarking this price offering(s) against the lowest price received as per a benchmarking exercise. If the Service Provider's price(s) is/are found to be higher than the benchmarked price(s), then the Service Provider shall match or better such price(s) within 30 [thirty] days, failing which the contract may be terminated at Transnet's discretion or the particular service(s) purchased outside the contract.

**RETURNABLE DOCUMENTS, SCHEDULES AND ANNEXURES****Mandatory Returnable Documents and Schedules**

Respondents are required to submit the following returnable documents and schedules with their responses. All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these mandatory Returnable Documents, Schedules and Annexures by so indicating [Yes or No] in the table below:

<b>MANDATORY RETURNABLE DOCUMENTS &amp; SCHEDULES</b>	<b>SUBMITTED [Yes or No]</b>
SECTION 3 : Pricing & Delivery Schedule	
SECTION 5 : Original valid Tax Clearance Certificate (Consortia / Joint Ventures / Sub-contractors must submit a separate Tax Clearance Certificate for each party)	
SECTION 14 : Bidder's technical response	
CIDB Registration Certificate – Level 2GB at least	
Letter of Good Standing	

***Failure to provide all the above-referenced mandatory returnable documents at the closing date and time of this tender will result in a Respondent's disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Quotations.***

**Essential Returnable Documents and Schedules**

Respondents are required to submit the following essential returnable documents and schedules with their responses. All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these essential Returnable Documents, Schedules and Annexures by so indicating [Yes or No] in the table below:

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

\_\_\_\_\_  
Date & Company Stamp  
Transnet iSCM Services: RFQ October 2012



<b>ESSENTIAL RETURNABLE DOCUMENTS &amp; SCHEDULES</b>	<b>SUBMITTED [Yes or No]</b>
SECTION 1 : Notice to Bidders	
SECTION 2 : Background, Overview and Scope of Requirements	
SECTION 4 : Quotation Form	
SECTION 5 : Vendor Application Form	
- Original cancelled cheque or bank verification of banking details	
- Certified copies of IDs of shareholder/directors/members [as applicable]	
- Certified copy of Certificate of Incorporation [CM29/CM9 name change]	
- Certified copy of share certificates [CK1/CK2 if CC]	
- Entity's letterhead	
- Certified copy of valid VAT Registration Certificate	
- Valid B-BBEE Verification Certificate [Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard	
- Valid B-BBEE certificate from auditor, accounting officer or SANAS accredited Verification Agency [EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard	
- In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
- Certified copy of valid VAT Registration Certificate	
- Audited Financial Statements for previous 3 years	
SECTION 6 : Signing Power - Resolution of Board of Directors	
SECTION 7 : Certificate of Acquaintance with RFQ Documents	
SECTION 8 : Certificate of Acquaintance with Terms and Conditions of Contract	
SECTION 9 : RFQ Declaration Form	
SECTION 10 : Breach of Law Form	
SECTION 12 : Supplier Code of Conduct	
SECTION 13 : Certificate of attendance of RFQ Briefing	
SECTION 14 : Certificate of Acquaintance with Specifications	

***Failure to provide all the above-referenced returnable documents may result in a Respondent's disqualification at Transnet's sole discretion. Bidders are therefore urged to ensure that all these documents are returned with their Quotations.***

Respondent's Signature

Date & Company Stamp

Transnet iSCM Services: RFQ October 2012



**CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its Tax Clearance Certificate and valid B-BBEE Verification Certificate, for the duration of any contract emanating from this RFQ. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

“PREVIEW COPY ONLY”

---

Respondent's Signature

---

Date & Company Stamp  
Transnet iSCM Services: RFQ October 2012

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

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

2 \_\_\_\_\_

Name \_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

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

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

Respondent's Signature

Date & Company Stamp

Transnet iSCM Services: RFQ October 2012

**RFQ FOR CIVIL MAINTENANCE, REPAIRS, PAINTWORK AND CHANGE BUILDING FROM HOUSE TO  
CRECHE ASSET 01AF061K IN LOHATLA  
FOR A PERIOD OF 3 (THREE) MONTHS**

**Section 5 : VENDOR APPLICATION FORM**

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

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

**Note:** *No contract shall be awarded to any South African Respondent whose tax matters have not been declared by SARS to be in order.*

## Vendor Application Form

Entity's trading name \_\_\_\_\_

Entity's registered name \_\_\_\_\_

Entity's Registration Number or ID Number if a Sole Proprietor \_\_\_\_\_

Form of entity [v]    CC    Trust    Pty Ltd    Limited    Partnership    Sole Proprietor

How many years has your entity been in business? \_\_\_\_\_

VAT number [if registered] \_\_\_\_\_

Entity's telephone number \_\_\_\_\_

Entity's fax number \_\_\_\_\_

Entity's email address \_\_\_\_\_

Entity's website address \_\_\_\_\_

Bank name \_\_\_\_\_ Branch & Branch code \_\_\_\_\_

Account holder \_\_\_\_\_ Bank account number \_\_\_\_\_

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

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

Postal address

Code

Physical address

Code

Contact person

Designation

Telephone

Email

Annual turnover range [last financial year]

&lt; R5 m

R5 - 35 m

&gt; R35 m

Does your entity provide

Products

Services

Both

Area of delivery

National

Provincial

Local

Is your entity a public or private entity

Public

Private

Does your entity have a Tax Directive or IRP30 Certificate

Yes

No

Main product or services [e.g. Stationery/Consulting]

*Complete B-BBEE Ownership Details:*

% Black ownership

% Black women ownership

% Disabled Black ownership

Does your entity have a B-BBEE certificate

Yes

No

What is your B-BBEE status [Level 1 to 9 / Unknown]

How many personnel does the entity employ

Permanent

Part time

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

Transnet contact person

Contact number

Transnet Operating Division

*Duly authorised to sign for and on behalf of Entity / Organisation:*

Name		Designation	
Signature		Date	

Respondent's Signature

Date &amp; Company Stamp

Transnet ISCM Services: RFQ October 2012

**RFQ FOR CIVIL MAINTENANCE, REPAIRS, PAINTWORK AND CHANGE BUILDING FROM HOUSE TO  
CRECHE ASSET 01AF061K IN LOHATLA  
FOR A PERIOD OF 3 (THREE) MONTHS**

**Section 6 : SIGNING POWER – RESOLUTION OF BOARD OF DIRECTORS**

NAME OF ENTITY: \_\_\_\_\_

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

FULL NAME(S)	CAPACITY	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

in his/her capacity as indicated above is/are hereby authorised to enter into, sign, execute and complete any documents relating to this Quotation and any subsequent Agreement for the provision of Services.

FULL NAME \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE CHAIRMAN

FULL NAME \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE SECRETARY

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

\_\_\_\_\_  
Date & Company Stamp  
Transnet iSCM Services: RFQ October 2012

**RFQ FOR CIVIL MAINTENANCE, REPAIRS, PAINTWORK AND CHANGE BUILDING FROM HOUSE TO  
CRECHE ASSET 01AF061K IN LOHATLA  
FOR A PERIOD OF 3 (THREE) MONTHS**

**Section 7 : CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS**

NAME OF ENTITY:

---

1. I/we

\_\_\_\_\_ do hereby certify that i/we acquainted myself/ourselves with all the documentation comprising this RFQ and all conditions contained therein, as laid down by Transnet SOC Ltd for the carrying out of the proposed supply/service/works for which I/we submitted my/our Quotation.

2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any RFQ/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

3. I/we understand that the accompanying Bid will be disqualified if this Certificate is found not to be true and complete in every respect.

4. For the purposes of this Certificate and the accompanying Bid, I/we understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:

- a) has been requested to submit a Bid in response to this Bid invitation;
- b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
- c) provides the same Services as the Bidder and/or is in the same line of business as the Bidder

5. The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.

6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- a) prices;
- b) geographical area where Services will be rendered [market allocation]
- c) methods, factors or formulas used to calculate prices;
- d) the intention or decision to submit or not to submit, a Bid;
- e) the submission of a Bid which does not meet the specifications and conditions of the RFQ; or

---

Respondent's Signature

---

Date & Company Stamp

- f) bidding with the intention not winning the Bid.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this RFQ relates.
8. The terms of the accompanying Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority **[NPA]** for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF RESPONDENT

**RFQ FOR CIVIL MAINTENANCE, REPAIRS, PAINTWORK AND CHANGE BUILDING FROM HOUSE TO  
CRECHE ASSET 01AF061K IN LOHATLA  
FOR A PERIOD OF 3 (THREE) MONTHS**

**Section 8 : CERTIFICATE OF ACQUAINTANCE WITH THE TERMS AND CONDITIONS OF  
CONTRACT FOR THE PROVISION OF SERVICES TO TRANSNET**

*[appended hereto as Appendix (i)]*

NAME OF ENTITY:

\_\_\_\_\_

I/We \_\_\_\_\_

do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising the Terms and Conditions of Contract as received on \_\_\_\_\_ *[insert date]* from Transnet SOC Ltd for the carrying out of the proposed Services for which I/we submitted my/our Quotation.

I/We furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any Terms and Conditions of Contract or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

I/We confirm having been advised that a signed copy of this Schedule can be submitted in lieu of the entire Terms and Conditions of Contract as confirmation in terms of the Returnable Schedule.

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

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF RESPONDENT

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

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



**RFQ FOR CIVIL MAINTENANCE, REPAIRS, PAINTWORK AND CHANGE BUILDING FROM HOUSE TO  
CRECHE ASSET 01AF061K IN LOHATLA  
FOR A PERIOD OF 3 (THREE) MONTHS**

**Section 9 : RFQ DECLARATION FORM**

NAME OF ENTITY: \_\_\_\_\_

We \_\_\_\_\_ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. we have received all information we deemed necessary for the completion of this REQUEST FOR QUOTATION [RFQ];
3. at no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
4. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner; and
5. furthermore, we declare that a family, business and/or social relationship exists / does not exist [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group.
6. If such a relationship exists, Respondent is to complete the following section:

FULL NAME OF OWNER/MEMBER/DIRECTOR/  
PARTNER/SHAREHOLDER:

ADDRESS:

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

Indicate nature of relationship with Transnet:

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

*[Failure to furnish complete and accurate information in this regard may lead to the disqualification of a response and may preclude a Respondent from doing future business with Transnet]*

Respondent's Signature

Date & Company Stamp

7. We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet [other than any existing and appropriate business relationship with Transnet] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.
8. We accept that any dispute pertaining to this Bid will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. [Refer "Important Notice to Respondents" overleaf].
9. We further accept that Transnet reserves the right to reverse an award of business or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

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

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	
Place:	

**IMPORTANT NOTICE TO RESPONDENTS**

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of RFQs exceeding R5,000,000.00 [five million S.A. Rand] in value. Should a Respondent have any material concern regarding an RFQ process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website [www.transnet.net](http://www.transnet.net).
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net)
- For transactions below the R5,000,000.00 [five million S.A. Rand] threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Respondents should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a Bidder on its List of Excluded Bidders.

---

Respondent's Signature

---

Date & Company Stamp

- **RFQ FOR CIVIL MAINTENANCE, REPAIRS, PAINTWORK AND CHANGE BUILDING FROM HOUSE TO CRECHE ASSET 01AF061K IN LOHATLA**
- **FOR A PERIOD OF 3 (THREE) MONTHS**

**Section 10 : BREACH OF LAW FORM**

NAME OF ENTITY: \_\_\_\_\_

I/We \_\_\_\_\_

do hereby certify that *I/we **have/have not been*** found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences.

Where found guilty of such a serious breach, please disclose:

NATURE OF BREACH:

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

DATE OF BREACH: \_\_\_\_\_

Furthermore, I/we acknowledge that Transnet SOC Ltd reserves the right to exclude any Respondent from the bidding process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

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

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF RESPONDENT



**RFQ FOR CIVIL MAINTENANCE, REPAIRS, PAINTWORK AND CHANGE BUILDING FROM HOUSE TO  
CRECHE ASSET 01AF061K IN LOHATLA  
FOR A PERIOD OF 3 (THREE) MONTHS**

**Section 12 : SUPPLIER 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:

- The Transnet Supply Chain Policy [**SCP**];
- Section 217 of the Constitution - the five pillars of Public PSCM [Procurement and Supply Chain Management]: fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act [**PFMA**];
- The Broad-Based Black Economic Empowerment Act [**B-BBEE**]; and
- The Prevention and Combating of Corrupt Activities Act.

This Code of Conduct has been included in this RFQ to formally apprise prospective Transnet Suppliers of Transnet's expectations regarding the behaviour and conduct of its Suppliers.

**Prohibition of bribes, kickbacks, unlawful payments, and other corrupt practices**

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

*a) Transnet will not participate in corrupt practices and therefore expects its Suppliers to act in a similar manner.*

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our Suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, to:
  - illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
  - win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
  - gain an improper advantage.
- There may be times when a Supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts [0800 003 056].

b) *Transnet is firmly committed to the ideas of free and competitive enterprise.*

- Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.
- Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing B-BBEE spend [fronting].

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

- Generally, Suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our Suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
  - misrepresentation of their product [e.g. origin of manufacture, specifications, intellectual property rights];
  - collusion;
  - failure to disclose accurate information required during the sourcing activity [e.g. ownership, financial situation, B-BBEE status];
  - corrupt activities listed above; and
  - harassment, intimidation or other aggressive actions towards Transnet employees.
- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the Supplier is expected to participate in an honest and straight forward manner.
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

### **Conflicts of interest**

A conflict of interest arises when personal interests or activities influence [or appear to influence] the ability to act in the best interests of Transnet. Examples include, but are not limited to:

- Transnet employees awarding business to entities in which their family members or associates have an interest
- Transnet employees having a financial interest in a bidding entity

Bidding entities are required to disclose any interest which exists between themselves and any employee and/or Transnet Board member.

**RFQ FOR CIVIL MAINTENANCE, REPAIRS, PAINTWORK AND CHANGE BUILDING FROM HOUSE TO  
CRECHE ASSET 01AF061K IN LOHATLA  
FOR A PERIOD OF 3 (THREE) MONTHS**

**Section 13 : CERTIFICATE OF ATTENDANCE OF RFQ BRIEFING**

It is hereby certified that –

1. \_\_\_\_\_

2. \_\_\_\_\_

Representative(s) of \_\_\_\_\_ *[name of entity]*

attended the RFQ briefing in respect of the proposed Services to be rendered in terms of this RFQ on 22 February 2013.

\_\_\_\_\_  
TRANSNET'S REPRESENTATIVE

\_\_\_\_\_  
RESPONDENT'S REPRESENTATIVE

DATE \_\_\_\_\_

DATE \_\_\_\_\_

EMAIL \_\_\_\_\_

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

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



**RFQ FOR CIVIL MAINTENANCE, REPAIRS, PAINTWORK AND CHANGE BUILDING FROM HOUSE TO  
CRECHE ASSET 01AF061K IN LOHATLA  
FOR A PERIOD OF 3 (THREE) MONTHS**

**Section 14 : CERTIFICATE OF ACQUAINTANCE WITH SPECIFICATIONS**

*[appended hereto as Appendix (ii)]*

I/We \_\_\_\_\_  
do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising the  
Specifications for the carrying out of the proposed Services for which I/we submitted my/our Quotation.

I/We furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an  
allegation that I/we overlooked any provisions of the Specifications or failed to take it into account for the  
purpose of calculating my/our offered prices or otherwise.

I/We confirm having been advised that a signed copy of this Schedule can be submitted in lieu of the  
Specifications as confirmation in terms of the Returnable Schedule.

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

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF RESPONDENT



**Appendix (i)**

**STANDARD TERMS AND CONDITIONS OF CONTRACT  
FOR THE PROVISION OF SERVICES TO TRANSNET  
[October 2012]**

“PREVIEW COPY ONLY”

## TABLE OF CONTENTS

1	INTRODUCTION .....	3
2	DEFINITIONS .....	3
3	INTERPRETATION .....	6
4	NATURE AND SCOPE .....	6
5	AUTHORITY OF PARTIES .....	7
6	WARRANTIES .....	7
7	TRANSNET'S OBLIGATIONS .....	9
8	GENERAL OBLIGATIONS OF THE SERVICE PROVIDER .....	9
9	FEES AND EXPENSES .....	10
10	INVOICING AND PAYMENT .....	11
11	FEE ADJUSTMENTS .....	11
12	INTELLECTUAL PROPERTY RIGHTS .....	11
13	SERVICE PROVIDER'S PERSONNEL .....	13
14	LIMITATION OF LIABILITY .....	14
15	INSURANCES .....	15
16	CONFIDENTIALITY .....	15
17	TOTAL OR PARTIAL FAILURE TO PERFORM THE SCOPE OF SERVICES .....	17
18	TERM AND TERMINATION .....	17
19	CONSEQUENCE OF TERMINATION .....	18
20	ASSIGNMENT .....	19
21	FORCE MAJEURE .....	19
22	EQUALITY AND DIVERSITY .....	19
23	NON-WAIVER .....	19
24	PARTIAL INVALIDITY .....	20
25	DISPUTE RESOLUTION .....	20
26	ADDRESSES FOR NOTICES .....	20
27	WHOLE AND ONLY AGREEMENT .....	21
28	AMENDMENT AND CHANGE CONTROL .....	21
29	GOVERNING LAW .....	21
30	COUNTERPARTS .....	22

## 1 INTRODUCTION

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

## 2 DEFINITIONS

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

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

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

- 2.13 **Intellectual Property** means Patents, Designs, Know-How, Copyright and Trade Marks and all rights having equivalent or similar effect which may exist anywhere in the world and includes all future additions and improvements to the Intellectual Property;
- 2.14 **Know-How** means all Confidential Information of whatever nature relating to the Intellectual Property and its exploitation as well as all other Confidential Information generally relating to Transnet's field of technology, including technical information, processing or manufacturing techniques, Designs, specifications, formulae, systems, processes, information concerning materials and marketing and business information in general;
- 2.15 **Materials** means the Deliverables, the Service Provider Materials and the Third Party Materials;
- 2.16 **Parties** mean the Parties to the Agreement together with their subsidiaries, divisions, business units, successors-in-title and their assigns;
- 2.17 **Party** means either one of these Parties;
- 2.18 Patents mean registered Patents and Patent applications, once the latter have proceeded to grant, and includes a right granted for any inventions, products or processes in all fields of technology;
- 2.19 **Permitted Purpose** means any activity or process to be undertaken or supervised by Personnel or employees of one Party during the term of the Agreement, for which purpose authorised disclosure of the other Party's Confidential Information or Intellectual Property is a prerequisite in order to enable such activity or process to be accomplished;
- 2.20 **Personnel** means any partner, employee, agent, consultant, independent associate or supplier, Subcontractor and the staff of such Subcontractor, or other authorised representative of either Party;
- 2.21 **Purchase Order(s)** means official orders issued by an operating division of Transnet to the Service Provider for the provision of Services;
- 2.22 **Service(s)** means [●], the Service(s) provided to Transnet by the Service Provider, pursuant to the Work Order(s) in terms of the Agreement;
- 2.23 **Service Level Agreement** or **SLA** means the processes, deliverables, key performance indicators and performance standards relating to the Services to be provided by the Service Provider;
- 2.24 **Subcontract** means any contract or agreement or proposed contract or agreement between the Service Provider and any third party whereby that third party agrees to provide to the Service Provider the Services or any part thereof;
- 2.25 **Subcontractor** means the third party with whom the Service Provider enters into a Subcontract;
- 2.26 **Service Provider Materials** means all works of authorship, products and materials [including, but not limited to, data, diagrams, charts, reports, specifications, studies, inventions, software, software development tools, methodologies, ideas, methods, processes, concepts and techniques] owned by, or licensed to, the Service Provider prior to the Commencement Date or independently developed by the Service Provider outside the scope of the Agreement at no expense to Transnet, and used by the Service Provider in the performance of the Services;
- 2.27 **Tax Invoice** means the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;

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

### 3 INTERPRETATION

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

### 4 NATURE AND SCOPE

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

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

## **5 AUTHORITY OF PARTIES**

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

## **6 WARRANTIES**

- 6.1 The Service Provider warrants to Transnet that:
- a) it has full capacity and authority to enter into and to perform the Agreement and that the Agreement is executed by a duly authorised representatives of the Service Provider;
  - b) it will discharge its obligations under the Agreement and any annexure, appendix or schedule hereto with all due skill, care and diligence;
  - c) it will be solely responsible for the payment of remuneration and associated benefits, if any, of its Personnel and for withholding and remitting income tax for its Personnel in conformance with any applicable laws and regulations;
  - d) it will procure licences for Transnet in respect of all Third Party Material detailed in the Work Order(s), and will procure the right for Transnet to take such copies [in whole or in part] of such Third Party Materials as it may reasonably require for the purposes of back-up for archiving and disaster recovery; and
  - e) the use or possession by Transnet of any Materials will not subject Transnet to any claim for infringement of any Intellectual Property Rights of any third party.
- 6.2 The Service Provider warrants that it will perform its obligations under the Agreement in accordance with the Service Levels as defined in the relevant schedule. Transnet may at its discretion audit compliance with the Service Levels, provided that any such audit is carried out with reasonable prior notice and in a reasonable way so as not to have an adverse effect on the performance of the Services. Without prejudice to clause 6.3 below, in the event that the Service Provider fails to meet the Service Levels, Transnet may claim appropriate service credits or invoke a retention of Fees as detailed in the relevant schedule and/or Work Order.
- 6.3 The Service Provider warrants that for a period of 90 [ninety] days from Acceptance of the Deliverables they will, if properly used, conform in all material respects with the requirements set out in the relevant schedule. The Service Provider will at its expense remedy any such non-conformance as soon as possible but in any event within 30 [thirty] days of notification by



Transnet. In the event that the Service Provider fails or is unable to remedy such non-conformance within such time-scale, Transnet will be entitled to employ a third party to do so in place of the Service Provider and any excess charges or costs incurred by Transnet as a result shall be paid by the Service Provider.

- 6.4 The Service Provider will remedy any defect within 30 [thirty] days of being notified of that defect by Transnet in writing.
- 6.5 The Service Provider will not be liable to remedy any problem arising from or caused by any modification made by Transnet to the Deliverables, or any part thereof, without the prior approval of the Service Provider.
- 6.6 The Service Provider shall advise Transnet of the effects of any steps proposed by Transnet pursuant to clause 6.5 above, including but not limited to any cost implications or any disruption or delay in the performance of the Services. The Parties agree that any changes to the Services, including the charges for the Services or any timetables for delivery of the Services, will be agreed in accordance with the change control procedure, as set out in clause 28 *[Amendment and Change Control]*.
- 6.7 The Service Provider warrants that:
- a) it has, using the most up-to-date software available, tested for [and deleted] all commonly known viruses in the Materials and for all viruses known by the Service Provider at the date of the relevant Work Order; and
  - b) at the time of delivery to Transnet, the Materials do not contain any trojan horse, worm, logic bomb, time bomb, back door, trap door, keys or other harmful components.

The Service Provider agrees that, in the event that a virus is found, it will at its own expense use its best endeavours to assist Transnet in reducing the effect of the virus and, particularly in the event that a virus causes loss of operational efficiency or loss of data, to assist Transnet to the same extent to mitigate such losses and to restore Transnet to its original operating efficiency.

- 6.8 The Service Provider undertakes to comply with South Africa's general privacy protection in terms of Section 14 of the Bill of Rights in connection with the Agreement and shall procure that its Personnel shall observe the provisions of Section 14 [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.

- 6.9 The Service Provider warrants that it has taken all reasonable precautions to ensure that, in the event of a disaster, the impact of such disaster on the ability of the Service Provider to comply with its obligations under the Agreement will be reduced to the greatest extent possible, and that the Service Provider shall ensure that it has appropriate, tested and documented recovery arrangements in place.

- 6.10 In compliance with the National Railway Safety Regulator Act, 16 of 2002, the Service Provider shall ensure that the Services, to be supplied to Transnet under the terms and conditions of the Agreement, comply fully with the specifications as set forth in Schedule 1 hereto, and shall thereby adhere [as applicable] to railway safety requirements and/or regulations. Permission for the engagement of a Subcontractor by the Service Provider [as applicable] shall be subject to a review of the capability of the proposed Subcontractor to comply with the specified railway safety requirements and/or regulations. The Service Provider and/or its Subcontractor shall grant Transnet access, during the term of the Agreement, to review any safety-related activities, including the coordination of such activities across all parts of its organisation.

## **7 TRANSNET'S OBLIGATIONS**

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

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

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

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

## **9 FEES AND EXPENSES**

- 9.1 In consideration of the provision of the Services, Transnet will pay to the Service Provider the Fees detailed in the relevant schedule or Work Order.
- 9.2 Transnet will not be invoiced for materials used in the provision of the Services save for those materials [if any] set out in the Work Order and accepted by Transnet or in any relevant Work Order [which will be invoiced to Transnet at cost].
- 9.3 Unless otherwise agreed in a schedule or Work Order, Transnet will reimburse to the Service Provider all reasonable and proper expenses incurred directly and solely in connection with the provision of the Services, provided that all such expenses:
  - a) are agreed by Transnet in advance;
  - b) are incurred in accordance with Transnet's standard travel and expenses policies;
  - c) are passed on to Transnet at cost with no administration fee; and
  - d) will only be reimbursed if supported by relevant receipts.

- 9.4 All Tax Invoices relating to Fees, out of pocket expenses and, if applicable, travel and accommodation costs, will provide the detail for each of the Personnel carrying out the Services and incurring the expenses, and the Tax Invoice will, where appropriate, include VAT as a separate item.

## **10 INVOICING AND PAYMENT**

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

## **11 FEE ADJUSTMENTS**

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

## **12 INTELLECTUAL PROPERTY RIGHTS**

### **12.1 Title to Confidential Information**

- a) Transnet will retain all right, title and interest in and to its Confidential Information and Background Intellectual Property and the Service Provider acknowledges that it has no claim of any nature in and to the Confidential Information and Background Intellectual Property that is proprietary to Transnet. For the avoidance of doubt, all the Service Provider's Background Intellectual Property shall remain vested in the Service Provider.
- b) Transnet shall grant to the Service Provider an irrevocable, royalty free, non-exclusive licence to use Transnet's Background Intellectual Property only for the Permitted Purpose. This license shall not permit the Service Provider to sub-license to other parties.

- c) The Service Provider shall grant to Transnet an irrevocable, royalty free, non-exclusive licence to use the Service Provider's Background Intellectual Property for the Permitted Purpose. This licence shall not permit Transnet to sub-license to other parties.
- d) The Service Provider shall grant Transnet access to the Service Provider's Background Intellectual Property on terms which shall be *bona fide* negotiated between the Parties for the purpose of commercially exploiting the Foreground Intellectual Property, to the extent that such access is required.

#### 12.2 Title to Intellectual Property

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

#### 12.3 Title to Improvements

Any improvements, developments, adaptations and/or modifications to the Foreground Intellectual Property, and any and all new inventions or discoveries, based on or resulting from the use of Transnet's Background Intellectual Property and/or Confidential Information shall be exclusively owned by Transnet. The Service Provider shall disclose promptly to Transnet all such improvements, developments, adaptations and/or modifications, inventions or discoveries. The

Service Provider hereby undertakes to sign all documents and do all things as may be necessary to effect, record and perfect the assignment of such improvements, developments, adaptations and/or modifications, inventions or discoveries to Transnet and the Service Provider shall reasonably assist Transnet in attaining, maintaining or documenting ownership and/or protection of the improved Foreground Intellectual Property.

**12.4 Unauthorised Use of Confidential Information**

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

**12.5 Unauthorised Use of Intellectual Property**

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

**13 SERVICE PROVIDER'S PERSONNEL**

- 13.1 The Service Provider's Personnel shall be regarded at all times as employees, agents or Subcontractors of the Service Provider and no relationship of employer and employee shall arise between Transnet and any Service Provider Personnel under any circumstances regardless of the degree of supervision that may be exercised over the Personnel by Transnet.
- 13.2 The Service Provider warrants that all its Personnel will be entitled to work in South Africa or any other country in which the Services are to be performed.
- 13.3 The Service Provider will ensure that its Personnel comply with all reasonable requirements made known to the Service Provider by Transnet concerning conduct at any Transnet premises or any other premises upon which the Services are to be performed [including but not limited to security regulations, policy standards and codes of practice and health and safety requirements]. The Service Provider will ensure that such Personnel at all times act in a lawful and proper manner in accordance with these requirements.



- 13.4 Transnet reserves the right to refuse to admit or to remove from any premises occupied by or on behalf of it, any Service Provider Personnel whose admission or presence would, in the reasonable opinion of Transnet, be undesirable or who represents a threat to confidentiality or security or whose presence would be in breach of any rules and regulations governing Transnet's Personnel, provided that Transnet notifies the Service Provider of any such refusal [with reasons why]. The reasonable exclusion of any such individual from such premises shall not relieve the Service Provider from the performance of its obligations under the Agreement.
- 13.5 The Service Provider agrees to use all reasonable endeavours to ensure the continuity of its Personnel assigned to perform the Services. If any re-assignment by the Service Provider of those Personnel is necessary, or if Transnet advises that any such Personnel assigned are in any respect unsatisfactory, including where any such Personnel are, or are expected to be or have been absent for any period, then the Service Provider will promptly supply a replacement of equivalent calibre and experience, and any such replacement shall be approved by Transnet prior to commencing provision of the Services, such approval not to be unreasonably withheld or delayed.

#### **14 LIMITATION OF LIABILITY**

- 14.1 Neither Party excludes or limits liability to the other Party for:
- a) death or personal injury due to negligence; or
  - b) fraud.
- 14.2 The Service Provider shall indemnify and keep Transnet indemnified from and against liability for damage to any Transnet property [whether tangible or intangible] or any other loss, costs or damage suffered by Transnet to the extent that it results from any act of or omission by the Service Provider or its Personnel in connection with the Agreement. The Service Provider's liability arising out of this clause 14.2 shall be limited to a maximum amount payable in respect of any one occurrence or a series of related occurrences in a single calendar year, such amount to be agreed in writing by the Parties.
- 14.3 Subject always to clauses 14.1 and 14.2 above, the liability of either the Service Provider or Transnet under or in connection with the Agreement, whether for negligence, misrepresentation, breach of contract or otherwise, for direct loss or damage arising out of each Default or series of related Defaults shall not exceed 100% [one hundred per cent] of the Fees paid under the schedule or Work Order to which the Default(s) relates.
- 14.4 Subject to clause 14.1 above, and except as provided in clauses 14.2 and 14.3 above, in no event shall either Party be liable to the other for indirect or consequential loss or damage or including indirect or consequential loss of profits, business, revenue, goodwill or anticipated savings of an indirect nature or loss or damage incurred by the other Party as a result of third party claims.
- 14.5 If for any reason the exclusion of liability in clause 14.4 above is void or unenforceable, either Party's total liability for all loss or damage under the Agreement shall be as provided in clause 14.3 above.
- 14.6 Nothing in this clause 14 shall be taken as limiting the liability of the Service Provider in respect of clause 12 [*Intellectual Property Rights*] or clause 16 [*Confidentiality*].

## 15 INSURANCES

- 15.1 Without limiting the liability of the Service Provider under the Agreement, the Service Provider shall take out insurance in respect of all risks for which it is prudent for the Service Provider to insure against, including any liability it may have as a result of its activities under the Agreement for theft, destruction, death or injury to any person and damage to property. The level of insurance will be kept under review by Transnet, on an annual basis, to ensure its adequacy, provided that any variation to the level of such insurance shall be entirely at the discretion of the Service Provider.
- 15.2 The Service Provider shall arrange insurance with reputable insurers and will produce to Transnet evidence of the existence of the policies on an annual basis within 30 [thirty] days after date of policy renewals.
- 15.3 Subject to clause 15.4 below, if the Service Provider fails to effect adequate insurance under this clause 15, it shall notify Transnet in writing as soon as it becomes aware of the reduction or inadequate cover and Transnet may arrange or purchase such insurance. The Service Provider shall promptly reimburse Transnet for any premiums paid provided such insurance protects the Service Provider's liability. Transnet assumes no responsibility for such insurance being adequate to protect all of the Service Provider's liability.
- 15.4 In the event that the Service Provider receives written notice from its insurers advising of the termination of its insurance cover referred to in clause 15.1 above or if the insurance ceases to be available upon commercially reasonable terms, the Service Provider shall immediately notify Transnet in writing of such termination and/or unavailability, whereafter either the Service Provider or Transnet may terminate the Agreement on giving the other Party not less than 30 [thirty] days prior written notice to that effect.

## 16 CONFIDENTIALITY

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



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

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

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

d) is independently developed by a Party as proven by its written records.

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

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

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

## **18 TERM AND TERMINATION**

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

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

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

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

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

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

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

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

## 19 CONSEQUENCE OF TERMINATION

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

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

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

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

19.5 The provisions of clauses 1 [*Definitions*], 6 [*Warranties*], 12 [*Intellectual Property Rights*], 14 [*Limitation of Liability*], 16 [*Confidentiality*], 19 [*Consequence of Termination*], 25 [*Dispute Resolution*] and 29 [*Governing Law*] shall survive termination or expiry of the Agreement.

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

19.7 Should:

- a) the Service Provider effect or attempt to effect a compromise or composition with its creditors; or
- b) either Party be provisionally or finally liquidated or placed under judicial management, whether provisionally or finally; or
- c) either Party cease or threaten to cease to carry on its normal line of business or default or threaten to default in the payment of its liabilities generally, or commit any act or omission which would be an act of insolvency in terms of the Insolvency Act, 24 of 1936 [as may be amended from time to time];

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

## **20 ASSIGNMENT**

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

## **21 FORCE MAJEURE**

- 21.1 Neither Party shall have any claim against the other Party arising from any failure or delay in the performance of any obligation of either Party under the Agreement caused by an act of *force majeure* such as acts of God, fire, flood, war, strike, lockout, industrial dispute, government action, laws or regulations, riots, terrorism or civil disturbance, defaults, delays or discontinuance on the part of independent contractors, suppliers, or other circumstances or factors beyond the reasonable control of either Party, and to the extent that the performance of obligations of either Party hereunder is delayed by virtue of the foregoing, any period stipulated for any such performance shall be reasonably extended.
- 21.2 Each Party will take all reasonable steps by whatever lawful means that are available, to resume full performance as soon as practicable and will seek agreement to modification of the relevant provisions of the Agreement in order to accommodate the new circumstances caused by the act of *force majeure*. If a Party fails to agree to such modifications proposed by the other Party within 90 [ninety] days of the act of *force majeure* first occurring, either Party may thereafter terminate the Agreement with immediate notice.

## **22 EQUALITY AND DIVERSITY**

- 22.1 The Service Provider will not victimise, harass or discriminate against any employee of either Party to the Agreement or any applicant for employment with either Party to the Agreement due to their gender, race, disability, age, religious belief, sexual orientation or part-time status. This provision applies, but is not limited to employment, upgrading, work environment, demotion, transfer, recruitment, recruitment advertising, termination of employment, rates of pay or other forms of compensation and selection for training.
- 22.2 Both Parties to the Agreement undertake that they will not, and shall procure that its employees, agents and Subcontractors will not breach any applicable discrimination legislation and any amendments and re-enactments thereof.

## **23 NON-WAIVER**

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

## 24 PARTIAL INVALIDITY

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

## 25 DISPUTE RESOLUTION

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

## 26 ADDRESSES FOR NOTICES

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

a) **Transnet**

- (i) For legal notices: [●]  
Fax No. [●]  
Attention: Legal Counsel
- (ii) For commercial matters: [●]  
Fax No. [●]  
Attention: [●]

b) **The Service Provider**

- (i) For legal notices: [●]  
Fax No. [●]  
Attention: [●]
- (ii) For commercial matters: [●]

Fax No. [●]

Attention: [●]

26.2 Any notice shall be addressed to a Party at its physical address or delivered by hand, or sent by facsimile.

26.3 Any notice shall be deemed to have been given:

- a) if hand delivered, on the day of delivery; or
- b) if posted by prepaid registered post, 10 [ten] days after the date of posting thereof; or
- c) if faxed, on the date and time of sending of such fax, as evidenced by a fax confirmation printout, provided that such notice shall be confirmed by prepaid registered post on the date of dispatch of such fax, or, should no postal facilities be available on that date, on the next Business Day.

## **27 WHOLE AND ONLY AGREEMENT**

27.1 The Parties hereby confirm that the Agreement constitutes the whole and only agreement between them with regard to the subject matter of the Agreement.

27.2 The Parties hereby confirm that the Agreement replaces all other agreements which exist or may have existed in any form whatever between them, with regard to the subject matter dealt with in the Agreement, including any annexures, appendices, schedules or Work Order(s) appended hereto.

## **28 AMENDMENT AND CHANGE CONTROL**

28.1 Any requirement for an amendment or change to the Agreement or to a Work Order shall only be valid if it is in writing, signed by both Parties and added to the Agreement as an addendum hereto.

28.2 In the event the Parties cannot agree upon changes, the Parties shall in good faith seek to agree any proposed changes using the dispute resolution procedures in clause 25 [*Dispute Resolution*].

## **29 GOVERNING LAW**

The Agreement is exclusively governed by and construed in accordance with the laws of the Republic of South Africa and is subject to the jurisdiction of the courts of the Republic of South Africa.

### **29.1 Change of Law**

In the Agreement, unless the context otherwise requires, references to a statutory provision include references to that statutory provision as from time to time amended, extended or re-enacted and any regulations made under it, provided that in the event that the amendment, extension or re-enactment of any statutory provision or introduction of any new statutory provision has a material impact on the obligations of either Party, the Parties will negotiate in good faith to agree such amendments to the Agreement as may be appropriate in the circumstances. If, within a reasonable period of time, the Service Provider and Transnet cannot reach agreement on the nature of the changes required or on modification of Fees, Deliverables, warranties, or other terms and conditions, either Party may seek to have the matter determined in accordance with clause 25 [*Dispute Resolution*] above.

**30 COUNTERPARTS**

The Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Either Party may enter into the Agreement by signing any such counterpart.

ooo000ooo

“PREVIEW COPY ONLY”



**Appendix (ii)**

**SPECIFICATIONS OF CONTRACT (SPECIAL CONDITIONS & PROJECT  
SPECIFICATIONS)**

“PREVIEW COPY ONLY”



# INTERIOR WORK LIST ROOM 1 TO 10

ASSET NO 01AF061

HOUSE

LOHATLA

TENDER NO:

No	INTERIOR WORK	UNIT	R1	R2	R3	R4	R5	R6	R7	R8	R9	R10	TOTAL
<b>CEILINGS</b>													
6	Break out gypsum/nutec ceiling complete include brandering and remove all rubble (allow for register electrician to remove light fittings and make wires save for carpenter to remove ceiling)	M^2	11	15	8	9	6	9	4	12	11	0	85
7	Install gypsum board 6.4mm ceiling. exclude brandering, include H profile strips	M^2	11	15	8	9	6	9	4	12	11	0	85
13	Install brandering complete, include skew nailing (specify size according table in specifications)	M^2	11	15	8	9	6	9	4	12	11	0	85
24	Install 76mm rhino cove cornice complete. all inside corners shall be scribed joints, all exterior corners shall be mitre joints and all joints in straight sections shall be mitre joints.	M	13	16	8	12	8	12	8	14	14	0	105
40	Spot prime all nail heads with universal undercoat and paint new ceiling complete with one coat plaster primer. (see attached paint specification)	M^2	11	15	8	9	6	9	4	12	11	0	85
42	Paint ceiling 2 coats super acrylic PVA. apply paint only after preparation as per attached specification.	M^2	11	15	0	9	6	0	4	12	11	0	68
44	Paint ceilings 1 coat universal undercoat and 1 coat gloss enamel. apply paint only after preparation as per specification.	M^2	0	0	8	0	0	9	0	0	0	0	17
<b>WALLS INTERIOR</b>													
50	Remove picture rails, fill area and sand wall level and smooth finish	M	13	15	0	12	8	0	0	14	0	0	62
58	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	M^2	37	44	0	34	27	0	24	44	0	0	210

No	INTERIOR WORK	UNIT	R1	R2	R3	R4	R5	R6	R7	R8	R9	R10	TOTAL
<b>WALLS INTERIOR</b>													
67	Paint smooth plaster walls with 1 coat universal undercoat and 1 coat gloss enamel. apply paint only after preparation as per attached specification. colour: barely beige code 3h1-1	M^2	37	44	0	34	27	0	24	44	0	0	210
74	Chip 80% of wall area to be tiled and apply key coat to wall before laying ceramic tiles. key coat shall be apply according the manufacturer specification on container	M^2	0	0	18	0	0	50	0	0	0	0	68
75	Apply key coat to wall before laying ceramic tiles, key coat shall be applied according the manufacturer specification on container) (use item when tiling direct on to straight and level brick wall)	M^2	0	0	14	0	0	0	0	0	0	0	14
77	Remove glazed wall tiles complete from plaster or brick wall. remove all adhesive.	M^2	0	0	18	0	0	1	0	0	0	0	19
79	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	M^2	0	0	32	0	0	50	0	0	0	0	82
84	Fit white round plastic tile edge strip for ceramic wall tiles, all corners shall be neat mitre joints, no section shall be shorter than 450mm in a long straight section	M	0	0	8	0	0	14	0	0	0	0	22
115	Plaster interior wall +/- 15mm thick one coat smooth finish plaster. item does not include soffits and reveals, see item for soffits and reveals (mix for plaster 1 part cement and 5 parts approved plaster sand) (read all attached detailed specifications)	M^2	0	0	14	0	0	0	0	0	0	0	14
119	Plaster wall with rhino lite or rhino glide to smooth finish as per manufacturer of rhino lite or rhino glide. item includes reveals and soffits areas (read all attached detailed specifications)	M^2	37	44	0	34	27	0	24	44	0	0	210

No	INTERIOR WORK	UNIT	R1	R2	R3	R4	R5	R6	R7	R8	R9	R10	TOTAL
----	---------------	------	----	----	----	----	----	----	----	----	----	-----	-------

### WALLS INTERIOR

140	Manufacture and fit 25mm square tubing burglar bar frame with 12mm dia round steel bars vertically, spaced 100mm and horizontal 300mm. size 2.0m wide x 1.2m high. paint bars 1 coat steel primer, undercoat and 2 coats gloss enamel.	EA	2	2	1	1	0	1	1	2	0	0	10
-----	--	----	---	---	---	---	---	---	---	---	---	---	----

### WINDOWS INTERIOR

132	Fit or replace window handle. apply lock tight or similar product to screws chrome plated handle	EA	2	2	1	1	0	1	1	2	0	0	10
135	Fit or replace window sliding stay. apply lock tight or similar product to screws chrome plated stay	EA	2	2	1	1	0	1	1	2	0	0	10
137	Fit or replace window peg stay. apply lock tight or similar product to screws chrome plated stay	EA	2	2	1	1	0	1	0	0	0	0	7
154	Fit double kirch rail to brick wall	EA	2	2	1	1	0	1	1	2	0	0	10
158	Paint window sill: item includes, wash, sand, rinse with clean water and paint of previously painted window sill with 2 coats grey floor/stoep paint.	M^2	1	1	0	1	0	0	1	1	0	0	5
159	Tile window sill with ceramic floor tiles, tile sill and tile 80mm wide against wall, fit plastic tile edge strip to finished edge between wall tiles and sill tiles (specify tiles for sill) 200mm wide	M	0	0	1	0	0	1	0	0	0	0	2

### WINDOWS INT AND EXT

186	Replace cracked or broken window panes clear, size 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	M^2	3	3	0	2	0	2	1	2	0	0	13
196	Replace cracked or broken obscure window panes, size 450mm x 350mm x 3mm. clean frame of dirt and rust. apply 1 coat anti rust paint. see attached detailed specification. place sheet on floor and in garden as necessary to catch all broken glass	EA	0	0	1	0	0	0	0	0	0	0	1

No	INTERIOR WORK	UNIT	R1	R2	R3	R4	R5	R6	R7	R8	R9	R10	TOTAL
----	---------------	------	----	----	----	----	----	----	----	----	----	-----	-------

### WINDOWS INT AND EXT

204	Remove all rust from steel window frame profile section with hand or mechanically, all thick and scale rust must be removed, then use 60 grid sandpaper and steel brush, wash clean, let dry, apply approved rust converter (see attached specification)	M	3	3	1	2	0	2	1	2	0	0	14
206	Paint residential small pane type window frame complete, with 1 coat universal undercoat and 2 coats Dulux water-base pearl glo lockness code-311-5. item includes removing all old paint from glass area and cleaning of glass. see detailed specifications.	M^2	3	3	1	2	0	2	1	2	0	0	14
217	Paint burglar bars 10-12mm diameter round bar 1 coat universal undercoat and 2 coats Dulux pearl glo gloss (m^2 = whole window opening covered by the burglar bars) .(see attached detail specification)	M^2	3	3	1	2	0	2	1	1	2	0	15

### DOORS/SECURITY GATES

243	Fit or replace standard round rubber type door stop	EA	1	1	1	1	0	2	1	2	0	0	9
247	Fit / Replace aluminium draught excluder (weather board aluminium type)	EA	0	0	0	0	0	1	0	0	1	0	2
263	Fit 4 lever sabs approved mortice lock with new handles and 3 keys to new door. if more than 1 lock to be install keys shall not be interchangeable. sabs mark shall be on lock.	EA	1	1	1	1	0	2	1	2	0	0	9
277	Replace sapele veneer hollow core door. clearance to frame and floor as per attached detailed specifications: edges must be conceal type, hollow core light duty door	EA	1	1	1	1	0	1	1	1	0	0	7
282	Fit / replace sa Pine FL and B door. Clearance to frame and floor as specified in attached specifications	EA	0	0	0	0	0	0	0	0	0	1	1
283	Replace meranti flash back door. Clearance to frame and floor as specified in attached specifications	EA	0	0	0	0	0	1	0	1	0	0	2

No	INTERIOR WORK	UNIT	R1	R2	R3	R4	R5	R6	R7	R8	R9	R10	TOTAL
----	---------------	------	----	----	----	----	----	----	----	----	----	-----	-------

### DOORS/SECURITY GATES

287	Paint door complete both sides, side edges, top edge undercoat and 2 coats Dulux pearlglo river rock code 6j1-7. Do preparation before painting per spec. Door 810mmx2.03m=3.66m <sup>2</sup> . 75mmx2.03m=3.42m <sup>2</sup> . Item include remove before paint and refit of handles	M <sup>2</sup>	0	0	0	0	0	0	0	0	0	4	4
288	Varnish door complete both sides, side edges and top edge, 3 coats varnish. use exterior varnish on exterior side. door 810mmx2.03m= 3.66m <sup>2</sup> . Door 750mmx2.03m= 3.42m <sup>2</sup> . Do preparations as per attached specifications. Item include remove and re-fit of handle	M <sup>2</sup>	4	4	4	4	0	8	4	8	0	0	36

### DOORFRAMES

314	Break out doorframe wood or steel complete from brick wall	EA	1	1	1	1	0	2	1	2	0	0	9
323	Build in single 110mm wide steel door frame into new wall. item is to place frame in position, to secure in vertical and horizontal plum position and to fit at least two stays spaced on inside doorframe. frame metal shall be at least 1.2mm thick.	EA	1	1	1	1	0	1	1	1	0	0	7
324	Build in single 220mm wide steel door frame in new wall. door frame metal shall be at lease 1.2mm thick. read all the attached specifications	EA	0	0	0	0	0	1	0	1	0	0	2
329	Paint door frame 1 coat undercoat and 2 coats Dulux pearlglo lockness code- 3I1-5 Gloss. single steel frame. 115mm=1.150m <sup>2</sup> . single 230mm=1.750m <sup>2</sup> . double 1511mm x 115mm=1.29 m <sup>2</sup> . double 1511mm x 230mm=1.96 m <sup>2</sup> . Do preparation as per specification	M <sup>2</sup>	1	1	1	1	0	3	1	3	0	0	11

### FLOORS

365	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)	M <sup>2</sup>	11	15	8	9	6	9	4	12	0	0	74
-----	--	----------------	----	----	---	---	---	---	---	----	---	---	----

No	INTERIOR WORK	UNIT	R1	R2	R3	R4	R5	R6	R7	R8	R9	R10	TOTAL
----	---------------	------	----	----	----	----	----	----	----	----	----	-----	-------

### FLOORS

366	Lay 1st grade ceramic floor tiles on floor (use 10 x 6mm notched trowel) joints 5mm wide use only Tylon WB11 tile adhesive for ceramic tiles adhesive as approved by project manager. Type tile as per sample tile shown at site meeting Read specifications	M^2	11	15	8	9	6	0	0	0	0	0	49
388	Remove grano skirting, completely, from wall and floor and clean wall and floor.	M	13	16	6	12	7	12	8	14	0	0	88
392	Fit meranti wooden skirting 75mm x 19mm and quarter round, complete. if necessary, quadrants must be loosely fitted for the later fitting of carpets. (read attached detailed specifications)	M	13	16	0	12	7	0	8	14	0	0	70
396	Varnish skirting and quarter rounds, complete, 2 coats Dulux or Plascon varnish. 75mm skirting x 1.0m = 0.075 m2. 150mm skirting x 1.0m = 0.150 m2. varnish only after preparation as per attached specification.	M^2	2	2	0	2	2	0	2	2	0	0	12
399	Lay ceramic tile skirting 100mm wide, with out tile edge strip on top edge of tiles, item include the chip of 80% of wall area for the tile skirting and to apply key coat to chipped wall area 100mm wide. use tiles as specified for floor tiles	M	0	0	6	0	0	12	0	0	0	0	18
413	Cast 80 mm concrete floor (concrete mix as per specification on bag for medium strong (20mpa) concrete) concrete for small area can be mixed by hand	M^2	0	0	2	0	0	0	0	0	0	0	2

### CUPBOARDS / TABLE

446	Install / replace sink steel cabinet only exclude sink, provide type with swing doors (1.5m)	EA	0	0	0	0	0	1	0	0	0	0	1
-----	--	----	---	---	---	---	---	---	---	---	---	---	---

### PLUMBING INTERIOR

466	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)	EA	0	0	1	0	0	0	0	0	0	0	1
-----	---	----	---	---	---	---	---	---	---	---	---	---	---

No	INTERIOR WORK	UNIT	R1	R2	R3	R4	R5	R6	R7	R8	R9	R10	TOTAL
<b>PLUMBING INTERIOR</b>													
493	Fit /replace close couple wc pan and cistern complete	EA	0	0	1	0	0	0	0	0	0	0	1
493	Fit 110mm PVC extension piece or extension PVC offset coupler between existing pan cast iron sewer pipe, if pipe is to short and new toilet pan is to close to cistern or to low.	EA	0	0	1	0	0	0	0	0	0	0	1
509	Fit/replace bath mixer cobra	EA	0	0	1	0	0	0	0	0	0	0	1
510	Break out bath complete include front and side walls, with outlet, trap and waste pipe and remove all rubble	EA	0	0	1	0	0	0	0	0	0	0	1
511	Build in new acrylic bath complete, item include brass chrome plated waste outlet, bath trap, waste pipe to gulley, build of front and side wall and plaster of walls as per attached specifications	EA	0	0	1	0	0	0	0	0	0	0	1
512	Fit / replace sink tap mixer 15 mm with cobra heavy duty mixer with star handle	M	0	0	0	0	0	1	0	0	0	0	1
514	Fit or replace sink trap single sink	EA	0	0	0	0	0	1	0	0	0	0	1
515	Remove stainless steel sinks with wood cabinets and steel waste pipes complete for scrap	JOB	0	0	0	0	0	1	0	0	0	0	1
517	Fit / Replace sink only double bowl, item exclude cabinet, fit 1500mm long x 530mm wide double bowl **overlay**drop in** stainless steel sink, complete with chrome plated brass outlet with plug. (read attached detail specifications)	EA	0	0	0	0	0	1	0	0	0	0	1
518	Replace stopcock/ballo stop 15 mm with cobra brand chrome plated brass stopcock	EA	0	0	5	0	0	2	0	0	0	0	7
519	Install heavy duty cobra brand chrome plated brass stopcock 20 mm (or specify other type)	EA	0	0	3	0	0	0	0	0	0	0	3

No	INTERIOR WORK	UNIT	R1	R2	R3	R4	R5	R6	R7	R8	R9	R10	TOTAL
----	---------------	------	----	----	----	----	----	----	----	----	----	-----	-------

### PLUMBING INTERIOR

531	Install new 150l geyser complete with stop cock, 400kpa pressure reduce valve, safety valve and two vacuum breakers. complete installation to comply with sabs standard. item include all the necessary fittings. please read the attached detailed specs	EA	0	0	1	0	0	0	0	0	0	0	1
536	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.	M	0	0	4	0	0	4	0	0	0	0	8
538	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).	M	0	0	4	0	0	4	0	0	0	0	8
539	Install water pipes 22mm class 2 copper pipes against wall and or in wall and or in roof. item excludes 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).	M	0	0	10	0	0	12	0	0	0	0	22
544	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	EA	0	0	2	0	0	2	0	0	0	0	4
550	Install/replace PVC waste pipe, item include all necessary fittings from basin to gully, all bends and junctions shall be of access type	M	0	0	2	0	0	4	0	0	0	0	6

### PAINT PIPES/STEEL/MISCELLANEO

552	Paint pipes 15 to 120mm dia, paint pipes against walls 2 coats different paint and or colour as walls. 15mmx1.0m=0.076m2. 25mmx1.0m=0.10m2. 40mmx1.0m=0.16m2. 50mmx1.0m=0.076m2. 75mmx1.0m=0.10m2. 110mmx1.0m=0.16m2.	M^2	0	0	1	0	0	1	0	0	0	0	2
-----	---	-----	---	---	---	---	---	---	---	---	---	---	---

### FIT/REPLACE ITEMS/ FURNITURE



No	INTERIOR WORK	UNIT	R1	R2	R3	R4	R5	R6	R7	R8	R9	R10	TOTAL
----	---------------	------	----	----	----	----	----	----	----	----	----	-----	-------

**FIT/REPLACE ITEMS/ FURNITURE**

562	Fit mirror 350mm x 450mm fix with two sided tape and mirror adhesive	EA	0	0	1	0	0	0	0	0	0	0	1
565	Fit toilet paper holder C/P	EA	0	0	1	0	0	0	0	0	0	0	1
566	Break out broken porcelain soap dish, supply new porcelain soap dish and install complete in position with ceramic tile adhesive and finish joints with grout to match tiles. (for shower fit 1250mm height from shower floor)	EA	0	0	1	0	0	0	0	0	0	0	1
569	Fit / replace towel rail	EA	0	0	1	0	0	1	0	0	0	0	2

“PREVIEW COPY ONLY”

# EXTERIOR WORK LIST

ASSET NO 01AF061

HOUSE

LOHATLA

No	EXTERIOR WORK ITEM	UNIT	FRONT	LEFT	BACK	RIGHT	TOTAL
<b>ROOF</b>							
578	Replace loose roof screws with 75 mm coach type roof screws for corr iron with bond it washer. do not over tighten new roof screws. n.b. any damage to roof sheets shall be repaired, or sheets shall be replaced by the contractor at his own expense.	EA	30	30	30	30	120
582	Fit flashings metal type as specified	M	1	1	1	1	4
626	Prepare roof for painting where existing paint is peeling. remove all loose paint, sand roof to provide bond for new paint. clean and rinse roof with clean water and broom. roof area is length x width (area do not include roof sheet profile)	M^2	46	35	52	35	168
629	Clean under side of roof overhang, remove all loose paint, galvanized coating must not be damaged	M^2	7	7	7	7	28
630	Paint roof corr iron / IBR 2 coats, white Dulux roof guard or Plascon nu roof paint. area is length x width (area do not include roof sheet profile) over coat time 4 hours. roof must be inspected and approved in site book, before painting can commence	M^2	46	35	52	35	168
632	Do preparations as specified and paint roof corr iron/IBR two coats Dulux or Plascon white roof paint. area is length x width (area do not include roof sheet profile) overcoat time 4 hours. (see attached paint specification)	M^2	7	7	7	7	28
639	Paint exposed roof timber purlin, paint 1 pink wood primer, 1 coat universal undercoat and 2 coats white Dulux roof guard paint apply paint only after preparation as per attached specification	M	14	14	14	14	56
640	Paint exposed roof timber sprockets, 1 coat universal undercoat and 2 coats white Dulux wall guard or Dulux roof guard. bare wood areas shall be spot primed with wood primer. apply paint only after preparation as per attached specification.	M^2	11	9	11	9	40
<b>GUTTERS/DOWNPipes</b>							
664	Remove gutters complete with brackets, down pipes and down pipe holder bats, item include the fill of down pipe holder bat holes in wall with cement	M	14	14	14	14	56
666	Fit galvanised square gutters 100 x 75mm complete. include all necessary corners and stop ends. all work and material shall comply to attached specification. note!!: silicone sealer must not be used as joints.	M	14	14	14	14	56

No	EXTERIOR WORK ITEM	UNIT	FRONT	LEFT	BACK	RIGHT	TOTAL
<b>GUTTERS/DOWNPipes</b>							
672	Supply paint and paint gutters outside complete (size mm x mm) 2 coats paint. 1.0m = 0.30m <sup>2</sup> . after all preparations as specified was done. (see attached specification)	M	14	14	14	14	56
676	Fit square down pipe 100mm x 75mm to match square gutters, complete item includes one offset and one shoe up to 4,50m long for inland and PVC or fibre cement gutter down pipe for coastal area (price is on 100x75mm square)	EA	2	1	1	1	5
680	Do preparations as specified, paint down pipe complete 2 coats paint. after all preparations as specified was done. (see attached specification)	M	6	3	3	3	15
681	Place / replace precast concrete rainwater channel	EA	2	1	1	1	5
<b>WALLS EXTERIOR</b>							
705	Supply and fit asset number to building. Supply white car number plate type and size sign with building asset number on. Number size shall be at least 75mm wide. Fit next to main entrance of building.	EA	1	0	0	0	1
718	Lay 1st grade ceramic glazed wall/floor tiles as per sample, use 5mm spacers. item include walls, reveals, soffits, sills. use only Tylon cm11 or tal professional adhesive and Tylon Tal grout (Estimate base on tiles at R 85.00 per m <sup>2</sup> )	M <sup>2</sup>	16	0	0	0	16
723	Prepare wall for painting. wash brick/rough plaster walls with sugar soap. open up fine cracks with sharp object. fill cracks and all holes, sand wall complete to provide bond for new paint and rinse with clean water to remove all sanding dust	M <sup>2</sup>	40	24	78	26	168
725	Remove loose, flaking and powdery paint. wash wall with high water pressure jet cleaner machine. allow wall to dry completely and treat wall with Alcolin Permo Bond	M <sup>2</sup>	12	8	12	8	40
730	Paint exterior brick wall, not plastered, with 2 coats Dulux wall guard paint or similar paint approved by project manager. apply paint only after preparation as per attached specification has been done. colour: Dulux barely beige code 3hi-1.	M <sup>2</sup>	40	24	78	26	168
<b>PLUMBING EXTERIOR</b>							
775	Clean sewer complete with sewer tanks and french drains.	JOB	0	0	1	0	1
780	Install / replace precast concrete gully, top complete with grid. gully shall be at least 150mm above ground level, but if building has paving or a concrete apron, the gully shall be 50mm above paving or concrete	EA	0	0	2	0	2

No	EXTERIOR WORK ITEM	UNIT	FRONT	LEFT	BACK	RIGHT	TOTAL
<b>PLUMBING EXTERIOR</b>							
783	Repair waste pipe basin 40 mm PVC (specify fault to repair)	EA	0	0	4	0	4
785	Couple 22 mm polycop pipe to existing water network. item including all necessary fittings	EA	30	16	10	0	56
787	Lay / replace 50mm water pipe under ground to match existing. excavations and couple to water main or to existing pipes not include in item	M	100	0	0	0	100
788	Install water pipes 15mm class 2 copper pipes against wall item exclude fittings, supply water point cover the fittings	EA	0	0	12	0	12
789	Install water pipes 22mm class 2 copper pipes against wall item exclude fittings, supply water point cover the fittings	M	0	0	18	0	18
792	Provide water point. item include as necessary 15mm and or 22mm fittings and labour for pipes as specified to bring the necessary cold water to the exterior connections for the basin, cistern, geyser and sink but exclude the pipe work	EA	1	0	0	0	1
793	Remove all unnecessary water and waste pipes and taps as specified	JOB	0	0	1	0	1
794	Fit or replace brass garden type tap, item exclude pipe work and fittings	EA	1	0	1	0	2
795	Provide 20mm heavy duty cobra stopcock valve in building main supply line in ground and or against wall item include excavations, back fill and all necessary plumbing fittings to fit stopcock into existing 20mm water line	EA	1	0	2	0	3
796	Build as specified stop valve access box or fit 150mm diameter high pressure water pipe around stopcock from pipe depth to 50mm above ground level. cast 70mm x 70mm thick concrete around pipe and finish at angle from top of pipe to ground level	EA	1	0	0	0	1
<b>PAINT PIPES/STEEL/STRUCTUR</b>							
799	Paint pipes 15 to 120mm dia. pipes against wall painted different colour as wall or with different paint, paint 1 coat undercoat and 2 coats white water base Dulux pearlglo. apply paint only after preparation as per attached specification has been done	M	0	0	36	0	36
<b>EXCAVATIONS/BACKFILL</b>							
836	Dig foundations or trench in medium hard soil (use compressor, pick and spade)	M	100	0	0	0	100
<b>FENCING</b>							
862	Cut all vegetation to 50mm above ground level, both sides of fence 1m wide (in total 2.0m wide) see attached specification	M^2	30	30	30	30	120

No	EXTERIOR WORK ITEM	UNIT	FRONT	LEFT	BACK	RIGHT	TOTAL
<b>FENCING</b>							
870	Do preparations as specified and paint fence posts and stays (2.1 m long up to 100mm diameter) 2 coats bituminous aluminium paint. (see attached paint specification)	JOB	1	1	1	1	4
871	Remove 1.2m stock fence complete, reclade and repair all poles and droppers	M	30	30	30	30	120
886	Replace single gate 900mm wide only 1.80m high x 900mm wide (as necessary specify different type and size)	EA	1	0	1	0	2
887	Install single gate 900mm wide only 1.80m high x 900mm wide (as necessary specify different type and size)	EA	1	0	1	0	2
888	Replace double gate 1,50m wide galvanised as per specification	EA	1	0	0	0	1
889	Install double gate complete as per attached specification complete with 100mm diameter gate poles	EA	1	0	0	0	1
<b>SITE SAFETY/CLEANING/CUT T</b>							
904	Clean earth 1.0m wide around building from all grass and weeds and remove from site to approved dumping site.	M^2	225	225	225	225	900

## **ANNEXURE A**

**ASSET DESCRIPTION: HOUSE**

**ASSET LOCATION: LOHATLA STATION**

**CITY / TOWN: LOHATLA**

**WORK DESCRIPTION: CIVIL MAINTENANCE ,REPAIRS AND PAINTWORK**

**TENDER NO:**

**ASSET NO: 01AF061**

**ITEM NO. SPECIFICATIONS PER ITEM.**

### **CEILINGS**

- 6 Work description: Break out ceiling boards include brandering  
Break out ceiling boards with brandering, care shall be take not to damage tie beams.  
Remove all rubble from site
- 7 Work description: Replace rhino board ceiling complete, exclude brandering.  
The ceiling boards must always be fixed with the length of the board at right angles to the brandering. Rhino board is fixed with the ivory side facing down. Board shall be in long lengths, symmetrically arranged. Ceiling boards shall be secure at 150mm centres with 38mm galvanized clout-headed nails. The nails shall be driven into the board with the nail heads flush with the board. Board shall be joint with H – profile steel jointing strips. Boards can also be fixed with chip board screws spaced as with clout nails.
- 13 Work description: Install brandering complete for rhino board or Nutec fibre cement ceiling boards  
Brander for ceilings shall be 38 x 38mm, for truss spacing up to 1000mm.  
Brander for ceilings shall be 38 x 50mm, for truss spacing up to 1001mm to 1200mm  
Brander for ceilings shall be 50 x 50mm, for truss spacing up to 1201mm to 1400mm  
Main branders shall be at right angles to tie beams and spaced at 400mm centres.  
Branders shall be fixed with galvanized nails, accordance with SABS Specification 563. All brandering shall bear the standardisation mark of the South African Bureau of Standards.  
The brandering shall be securely spiked up to the supporting timbers with 90 mm wire nails.  
Cross brandering shall be cut in between the longitudinal brandering, all securely skew nailed to same with 90 mm wire nails. The sizes and spacing of brandering for the various types of ceilings shall be as follows: (a) Gypsum plaster board: fixed parallel to the ceiling boards at centres not exceeding 450 mm for 900 mm wide boards and 600 mm for 1200 mm wide boards. Brander shall also be fixed around edges of ceilings where required for fixing cornices. Size 38 x 38 mm, at not exceeding 450 mm centres in one direction at right angles to the supporting timbers where metal H-section jointing strips are to be used.
- 24 Work description: Install rhino cove cornice complete.  
Gypsum plaster board cove cornices to ceilings shall comply with the requirements of SABS Specification 622 and shall be of 76 or 125 mm girth as specified, all nailed through the ceiling boards to the brandering and to walls at distances not exceeding 300 mm centres with 2 mm diameter galvanized or cadmium plated clout headed nails, 40 mm long, or fixed to walls with hardened steel nails driven into the brickwork with heads flush with surface. Cornices shall be scribed at internal angles, mitred at external angles and shall be in long lengths with splayed heading joints where necessary. Fixing of cornices by means of an appropriate adhesive is acceptable, but this method of fixing shall be carried out in strict accordance with the Manufacturer's instructions. All inside corners shall be scribe joints and all exterior corners shall be mitre joints. All joints in straight sections shall be mitre joints and no butt jointing shall be allowed. All joint shall be neat. Cornices shall be straight and nailed to wall brandering. No sections shall be shorter than 500mm.

**Respondent's signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_**

**TENDER NO:**

**ASSET NO: 01AF061**

**ITEM NO. SPECIFICATIONS PER ITEM.**

- 40 Work description: Paint new ceiling complete with 1 COAT PLASTER PRIMER.  
Plaster Primer Paint work to ceilings INCLUDE cover strips and cornices. New ceiling: apply primer to all nail heads and apply one coat plaster primer to whole ceiling area. 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.
- 42 Work description: Paint ceiling complete with 2 coat super acrylic PVA.  
Paint work to ceilings include the cover strips, cornices and the priming of nail heads or screws with universal undercoat for new ceiling sections. Apply two coats acrylic PVA. All surfaces not being painted, such as brickwork, sills, floors, joinery work and the like must be covered up and protected against spotting before any painting is commenced with. No sweeping or dusting shall be done while painting is in progress or while paint is still wet.
- 44 Work description: Paint ceiling complete, undercoat and egg shell enamel  
Paint work 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 GLOSS 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 is commenced with. No sweeping or dusting shall be done while painting is in progress or while paint is still wet.

**WALLS INTERIOR**

- 50 Work description: Remove picture rails and repair wall  
Remove picture rails completely and fill all nail holes and difference in paint thickness mark with approved filler. Sand filled area smooth and level with wall finish.
- 58 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.
- 67 Work description: Paint smooth plaster walls with universal undercoat and gloss enamel.  
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.
- 74 Work description: Chip 80% of wall and provide key coat on wall for ceramic tiles  
Apply Tylon Key it or Tal primer and keying agent to smooth surfaces. Surface must be firm, free of dust, wax polish and organic growth. Painted and gypsum plastered surfaces need to be chipped to remove 80% of paint or gypsum. Apply Tylon Key it or Tal keying agent as specified by the manufacturer.  
**BEFORE ANY TILING MAY COMMENCE, THE REPRESENTATIVE MUST FIRST APPROVE THE SURFACE.**

**Respondent's signature:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_



**TENDER NO:**

**ASSET NO: 01AF061**

**ITEM NO. SPECIFICATIONS PER ITEM.**

---

- 75 Work description: Apply key coat on wall for ceramic tiles  
Apply Tylon Key it or Tal primer and keying agent to smooth surfaces. Surface must be firm, free of dust, wax polish and organic growth. Painted and gypsum plastered surfaces need to be chipped to remove 80% of paint or gypsum. Apply Tylon Key it or Tal keying agent as specified by the manufacturer.  
**BEFORE ANY TILING MAY COMMENCE, THE REPRESENTATIVE MUST FIRST APPROVE THE SURFACE.**
- 77 Work description: Remove glazed wall tiles.  
Remove old tiles completely with all adhesive and clean surfaces thoroughly, ready for new tiles.
- 79 Work description: Lay glazed wall tiles.  
\*BEFORE TILING COMMENCES, THE REPRESENTATIVE MUST FIRST APPROVE THE SURFACE, IN SITE BOOK. \*ALL HOLLOW SOUNDING TILES SHALL BE REMOVED AND RE-FIXED. \*USE ONLY TYLON CM11 OR TAL PROFESSIONAL ADHESIVE OR TYPE APPROVED BY PROJECT MANAGER. \*NEVER USE SPOT OR BLOB METHODS. \*NEVER BUTT JOINT TILES.  
Glazed ceramic wall tile and fittings shall comply with (SABS 22). Tiles should be even in shape and size, free from cracks, twists or blemish and uniform in colour. Tiles shall be fixed in accordance with (SABS 0107). Tiles should be fixed with a cement based adhesive. The adhesive shall be as recommended by the manufacturer of the tiles. Joints shall be level, straight, continuous and with 2mm spacers for tiles up to 250 x 200mm and 3mm for bigger sizes as recommended by the tile manufacturer. Symmetrical arrangements of tiling, with cutting along both sides of panels, to avoid cutting of tiles smaller than 50mm wide, shall be done. Cutting and fitting of tiles against walls and around doorframes, etc must be neat, with a gap between 2 and 5 mm. Tiling is to be returned into reveals of openings, onto window sills, and onto top of screen walls, etc. Do not stack tiles outside, exposed to dust, dirt and rain. Store under cover and not in direct contact with soil. Use only approved cement based tile adhesive. Follow adhesive manufacturer's instructions. Use notched trowel to apply adhesive 6mm X 6mm notches at 6mm intervals. The BLOB and SPOT method must not be used. Joint widths shall be 3mm. Tiles must be dry before being bedded. Tap tiles level with a rubber mallet. All tiles must make 100% contact with adhesive, make sure there are no voids. Allow the adhesive to cure for 2 to 3 days before grouting. Use only approved grout. Mix grout with Tylon or Tal Bond-it in shower areas. Fill joints to lower edge of bevel and not level with the top of the tile. The work must be kept very clean during grouting as dried grout is almost impossible to remove from textured tiles. **DO NOT USE ACIDS, SPIRITS OF SALTS, AMMONIA, OTHER STRONG CHEMICALS OR STEEL WOOL TO CLEAN TILES.**
- 84 Work description: Fit Plastic edge strip to ceramic tile edge.  
Provide tile edge trim to conceal raw tile edges. 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.

**Respondent's signature:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_



TENDER NO:

ASSET NO: 01AF061

ITEM NO. SPECIFICATIONS PER ITEM.

- 115 Work description: Plaster wall.  
Interior plaster: Surface shall be clean and thoroughly wetted directly before plastering commences. Concrete surface shall be slashed with a mixture of one part of cement and one part of coarse sand. Cement plaster should be composed of one part of cement and five parts of plaster sand. Otherwise, where plaster must match existing plaster, plaster should not be less than 10mm and more than 20mm thick. Internal plaster, except where walls are to be tiled, shall be steel towelled to a smooth, even and true finish. Where walls are to be tiled plaster finish should be wood float finished. Plaster must be returned into reveals and Soffits of openings and all angles shall be true and straight with salient angle slightly rounded. All chases must be cut and electrical conducting and boxes or plumbing pipes fixed before any plastering is done. On no account will chasing in finished plaster be allowed and if such chasing is necessary, the entire wall surface shall be hacked off and re plastered. No re-tempering of partly set or dried plaster mixes shall be attempted and such material shall be discarded. Each coat of plaster shall be approved by the Manager before the next is applied and notice shall be given to that officer when it is ready for inspection.
- 119 Work description: Plaster wall with rhino lite.  
Rhino Lite is a combined basecoat and finishing plaster for interior use on brickwork, concrete blocks, concrete and Rhino board and a finishing plaster on sand cement base coats. Rhino Lite plasters provide a smooth, high quality surface to internal walls and ceilings. It is extremely tough and durable and provide a resilient base for the application of decorative finishes. Brush off loose cement with a wire brush. Check all dust removed. Slight damping down will help settle dust. Fix plaster corner beads, plumb and square on all external corners and reveals using Rhino Lite. Apply corner beads before plastering. RHINO LITE finishing plaster is applied in two layers, the first of which should be a thin tight layer. The second filling-out layer, to between 2 - 3 mm thick, follows immediately. As the plaster stiffens, float and/or steel trowel to a smooth surface free from blemishes.
- 140 Work description: Manufacture and install burglar bars.  
Manufacture burglar bars with grade A steel. Use 25 X 25 X 1.6 mm (minimum thickness) square tubing for main frame. Vertically weld onto frame, 12 mm solid round bars. Vertical bars shall be straight and evenly spaced at not more than 100 mm centres. According to size, weld as necessary, 12mm horizontal rods spaced at not more than 500mm apart. Drill as necessary according to size of frame holes of 12 mm diameter each side of main frame, space holes evenly and drill holes at least 100 mm deep in brick wall, insert 125mm long X 12 mm diameter round bar in holes and weld to main frame. Cut and grind flush with main frame. All corners shall be mitred at 45 degrees, welding shall be neat with all welding flux and spots removed and cleaned with steel brush. Clean steel with metal cleaner or thinners to remove all oil and dirt. Apply one coat Plascon or Dulux metal primer, one coat Plascon or Dulux universal undercoat and two coats Plascon or Dulux white gloss enamel.

WINDOWS INTERIOR

- 132 Work description: Fit or Replace window handle.  
Replace or fit new Brass or chrome plated window handle to match existing handles. Fix with right type and of matching metal finish screw. Apply lock tight to screw.
- 135 Work description: Fit or replace window sliding stay.  
Provide and replace or fit new brass or chrome plated sliding stay to match existing sliding stays. Fix sliding stay with right type and matching metal screw. Apply lock tight or similar product to screw.
- 137 Work description: Fit / replace window peg stay.  
Provide and replace or fit new brass or chrome plated peg stay and fix with right type and of matching metal finish screws. Apply lock tight to screw.

Respondent's signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

TENDER NO:

ASSET NO: 01AF061

ITEM NO. SPECIFICATIONS PER ITEM.

- 154 Work description: Kirch rail double fit
- 158 Work description: Paint windowsill.  
Remove all polish with turps or thinners and sand window sill completely, clean sill with damp cloth to remove all sanding dust. Apply two coats of Plascon, Dulux gloss floor or Stoep paint for previously painted sills and two coats stone dressing to un- painted quarry tile window sills.
- 159 Work description: Tile windowsill.  
Tile windowsill with tiles to match wall tiles. Finish edge between wall tiles and sill tiles with tile edge. Clean sill, if painted, chip to 80% of sill area and apply key coat according to manufacture's specification. Symmetrical arrangement of tiling, with cutting along both sides of panels, to avoid cutting of tiles smaller than 50mm wide, shall be done. Tile with approved tiles. Tiles shall be straight and level, all cutting shall be straight and neat, all joints shall be 5mm wide and shall be filled with a grout mixed with a waterproofing agent. Tiles shall be cleaned and shall have a neat finish. 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 water proofing agent like Tylon or Tal Bond-it. 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

WINDOWS INT AND EXT

- 186 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.
- 196 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.
- 204 Work description: Remove rust from window frame  
Remove all thick and scale rust from steel window frame profiles with hand and or mechanical rust cleaning, then Use 60 grid sand paper and steel brush to further remove rust. Wash area clean with clean water and cloth. Let area dry, Spot prime areas with Rust converter FIXIT RUX rust converter or approved equivalent product. Apply a liberal wet film of approved rust converter, let it dry for two hours and apply a further coat. Leave to dry and for reaction with rust to take place, remove any loose powdery deposits (at coats wash again with clean water) before applying top coats as per specifications.

Respondent's signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

TENDER NO:

ASSET NO: 01AF061

ITEM NO. SPECIFICATIONS PER ITEM.

- 206 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
- 217 Work description: Paint burglar bars 10 – 12mm diameter round bar.  
Clean from all rust and dirt. Sand burglar bars and wipe off all sanding dust. After cleaning and sanding off rust on metal work those portions so affected shall be treated with an approved rust inhibitor. Paint burglar bars 1 coat universal undercoat and two coats Dulux pear glo gloss.

DOORS/SECURITY GATES

- 243 Work description: Fit / replace rubber type door stop.  
Fit rubber type door stop to prevent door handle from hitting the wall / wall tiles. Fit/ Replace damaged or missing door stops with new 38mm diameter rubber door stops, each properly fixed to floor with a steel screw, screwed to plug in floor. Fix door stop to floor with 8mm fisher plug and screw not shorter than 40mm.
- 247 Work description: Replace weatherboard aluminium type  
Replace/Provide aluminium weatherboard and fix according to manufacture instructions.
- 263 Work description: Fit 4 lever mortise lock with handles to new door  
Mortise locks and mortise lock furniture shall comply with (SABS 4) and shall have SABS mark on each lock. Each lock shall have two keys and lock shall not have interchangeable keys. Lock and handles must fit precise and shall be straight and parallel to door. Locks and handles shall be fixed with the right type of screw for the type of lock.
- 277 Work description: Replace sapele veneer flush panel door.  
Cutting, chiselling, drilling and fitting the door to the hinges. Sapele veneer hollow core door shall have solid timber edge with no joints. The veneer and edge strips shall be of the same species and as far as possible of matching colour. The clearance on top and on sides shall be 3mm. The clearance at the bottom shall be 6mm. Any door that is too wide or tall to fit the door frame shall be reduced in size by removing material equally, from each edge — removing material from one edge only to obtain a fit, is unacceptable. . The door shall be fixed with no 8 x 40mm wood screws. The hinges shall be recessed and the recess shall be square to the edge. The door shall open and close easy, without any hinge bound.
- 282 Work description: Fit / Replace SA Pine FL & B door  
SA Pine frame\, ledged and brazed door. The clearance on top and on sides shall be 3mm and 6mm at bottom. Any door that is too wide or tall to fit the door frame shall be reduced in size by removing material equally from each edge — removing material from one edge only to obtain a fit is unacceptable. Hinges shall be fixed with no 8 x 40mm woodscrews to door. The hinges shall be recess and the recess shall be square to the edge.
- 283 Work description: Fit / Replace meranti flush back door.  
Meranti flash back door. The clearance on top and on sides shall be 3mm and 6mm at bottom. Any door that is too wide or tall to fit the door frame shall be reduced in size by removing material equally from each edge — removing material from one edge only to obtain a fit, is unacceptable. Hinges shall be fixed with no 8 x 40mm wood screws to door. The hinges shall be recessed and the recess shall be square to the edge.

Respondent's signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

TENDER NO:

ASSET NO: 01AF061

ITEM NO. SPECIFICATIONS PER ITEM.

- 287 Work description: Paint door complete, 2 coats.  
Previously painted doors: Wash thoroughly with a suitable detergent to remove all dirt and rinse with clean water. Remove defective paint/varnish and repair all holes and defective places with a suitable wood filler. Remove handle, Sand complete door and wipe off all sanding dust with a damp cloth. Allow to dry and apply one coat universal undercoat and two coat finishing paint as per work list. Let dry re fit handles. New doors to be painted: Remove lock and handles. Sand smooth and wipe sanding dust off with damp cloth. Allow to dry and apply one coat wood primer, one coat universal undercoat and two coats finishing paint as per work list. Allow paint to dry between coats as per specification. Re-fit lock and handles when paint is dry.
- 288 Work description: Varnish door complete, 2 coats.  
Previously varnished doors: Remove handles, wash thoroughly with a suitable detergent to remove all dirt and rinse with clean water. Remove defective varnish and repair all holes and defective places with a suitable wood filler. Sand complete door and wipe off all sanding dust with a damp cloth. Allow to dry and apply two coats of varnish on varnished doors. Re-fit door handles  
New doors to be varnished: Remove lock and door handles, Fill all defective places with suitable wood filler, sand smooth and wipe sanding dust off with damp cloth. Allow to dry and apply. Apply three coats varnish on doors. Allow varnish to dry between coats. Re-fit lock and handles.

DOORFRAMES

- 314 Work description: Break out wood or steel doorframe complete  
Take out the existing doors and frames where shown or specified and remove from the site. Enlarge openings as required.
- 323 Work description: Build in 115mm steel door frame.  
Supply steel doorframe, manufactured from at least 1,2mm thick steel. Doorframe shall be fitted with at least three lugs on either side of the frame, which are to be built into the wall. The door frame shall be build-in level, plumb and straight. The space between wall and frame shall be filled with mortar to top of frame.
- 324 Work description: Build in 220mm steel doorframe.  
Pressed steel doorframes shall be mild steel, comply with SABS 1129. Joint shall be properly mitre, welded and reinforced at angels, and with welding neatly cleaned off on all faces. Frames shall be treated with one coat of primer complying with SABS 909 before leaving the factory. Frames shall be of 1,2mm metal with single rebate, of widths required to suit the thickness of wall into which they are to be build in and fitted with tie bars and braces at the bottom, and lugs for building in, three to each jamb. Frames for single doors shall be provided with two 100mm steel butt hinges and an adjustable chromium plated striking plate for a mortise lock. Frames shall project not less than 20mm into floor finish and the space between jamb and wall shall be filled with mortar.

Respondent's signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

TENDER NO:

ASSET NO: 01AF061

ITEM NO. SPECIFICATIONS PER ITEM.

- 329 Work description: Paint frame complete 2 coats gloss.  
Previously painted wooden door frame: Wash thoroughly with a suitable detergent to remove all dirt, rinse with clean water. Remove defective paint/varnish and repair all holes and defective places with a suitable wood filler. Sand complete frame and wipe off all sanding dust with a damp cloth. Allow to dry and apply one coat universal and two coat finishing paint as per work list. Previously painted steel doorframes: Clean door frame from all rust and dirt by means of scraping, steel wire brush or sanding. Sand frame complete and wipe off all sanding dust with damp cloth. Allow to dry. Spot prime all exposed metal surfaces with an approved metal primer. Apply one coat universal undercoat and two coats finishing paint as per work list. New wooden door frames to be painted/varnished: Sand smooth, wipe sanding dust off with damp cloth, allow to dry and apply one coat wood primer, one coat universal undercoat and two finishing coats as per work list. Allow paint to dry between coats.

#### FLOORS

- 365 Work description: Chip 80% and provide key coat on floor for ceramic tiles.  
Chip floor to 80%. Before tiling, clean floor, apply Tylon (Tylon key it mixed with Tylon plaskey) or Tal primer and keying agent for use on smooth surfaces. Mix and apply primer and keying agent as per the manufacture specifications on container on how to mix and apply the key coat)
- 366 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 APROVED 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 WB11 tile adhesive for ceramic tiles and Tylon adhesive for porcelain tiles if porcelain tiles is specified. The use of any other type shall only be allowed if approved by the Project manager after adhesive was tested on site. Joints shall be straight, continuous with 5mm widths and pointed with waterproofing grout compound from TAL, Tylon or aproved type. Symmetrical arrangement of tiling with cutting along both sides of panels to avoid cutting of tiles smaller than 75mm wide shall be done. Cutting and fitting of tiles against walls and around doorframes, sanitary fittings, etc must be neat, with a gap between 4 and 6mm. Tile shall be level to each other at joints. Replace one broken or cracked floor tile between existing tiles. Use notched trowel to apply adhesive 10mm X 10mm notches at 6mm intervals. The BLOB and SPOT method must not be used. All excess adhesive shall be removed from joints before drying has occurred. Tiles must be dry before being bedded. Tap tiles level with a rubber mallet. All tiles must make 100% 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.
- 388 Work description: Remove grano skirting.  
Hack off granolithic skirting, clean wall and remove all debris from site.

Respondent's signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_



TENDER NO:

ASSET NO: 01AF061

ITEM NO. SPECIFICATIONS PER ITEM.

- 392 Work description: Replace skirting completely.  
Skirting shall be 75 x 19mm meranti, in single lengths, where ever practical. Skirting shall be trenched at back. Fix skirting with wood plugs and nails or with steel nails. The nail heads must be countersunk and the hole filled with a suitable wood filler to match the wood colour and finished smoothly. Joints at headings, internal and external corners, shall be mitred. All joints shall be neat and tight fitting without the use of fillers. If necessary quadrants shall be loosely fitted to allow for carpets at a later stage.
- 396 Work description: Varnish wooden skirting, 2 coats.  
Previously varnished skirting: 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 skirting and use damp cloth to wipe off sanding dust. Allow to dry and apply two coats varnish. New skirting to be varnished: Sand smooth, use damp cloth to wipe off sanding dust. Allow to dry. Apply three coats varnish to skirting. Allow drying time between coats as per specification.
- 399 Work description: Fit ceramic tile skirting with out tile edge strip  
Chip skirting area to 80% and apply Tylon or Tal key coat. Mix and apply key coat as recommended by the manufacturer.  
Cut ceramic tiles +-80mm wide and fix to wall as skirting. Factory finished edges shall face up and the cut sides will face towards the floor. Tiles shall be in straight line and the same specifications for tiling of walls and floors will be applicable.
- 413 Work description: Cast small area concrete floor 80mm thick use hand mix concrete  
If the concrete is mixed by hand, it shall first be mixed in a dry state on a clean non-absorbent surface until it is of uniform colour and consistency. Just enough water shall be added to permit mixing and working, at which stage the concrete shall continue to be mixed until it is of uniform colour and consistency. Quality PPC cement with the SABS mark on the bag shall be used with clean river or pit sand and 20mm washed crusher stone. The concrete must be mixed by volume with a 1-3-5 mix. (Remember 2 bags cement fills 1 wheelbarrow) 1 part cement, 3 parts sand and 5 parts stone. The placing of concrete shall be completed within half an hour after mixing. CURING OF CONCRETE: After the concrete has been placed, all exposed surfaces shall be kept continuously damp for at least 10 days by methods as may be approved by the Representative/Agent, such as covering with approved building paper, or by means of wet canvas, wet sacks, wet sand, by continuous hosing or ponding with water.

CUPBOARDS / TABLE

- 446 Work description: Install / replace sink cabinet  
Supply and install white steel sink cabinet with swing doors

PLUMBING INTERIOR

- 466 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.

Respondent's signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

TENDER NO:

ASSET NO: 01AF061

ITEM NO. SPECIFICATIONS PER ITEM.

- 492 Work description: Replace or fit close couple toilet complete include 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 fireclay 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 in 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 complying with the requirements of SABS Specification 821, and complying 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 each attached to pan with non-ferrous metal fixing bolts or plastic bolts.
- 493 Work description: Fit as necessary extension or extension offset pipe to couple pan to sewer.
- 509 Work description: Fit / replace bath taps mixer
- 510 Work description: Break out bath complete
- 511 Work description: Build in bath complete with outlet, trap and waste pipe  
Acrylic baths shall be of white cast acrylic sheet, be manufactured in accordance with SABS Specification 1402 and carry a minimum guarantee against latent material and manufacturing defects for five years. The overall dimensions and description Local SA Bath Installation Procedures Sand and cement bed (mortar bed) is used to install the bath tray. The recommended ratio mix of sand and cement is 5:1 (five parts sand to one part cement). Make sure that the area around the waste is free of all materials so the waste fittings can be attached. Decide on the bath's height. Approximately 150mm higher than the height of the bath, or 3 tiles high, mark a plumb line on the wall at the height you have decided. Securely mount the wall battens on the plumb line that has been marked. Make sure that the plumbing is ready for the next step Mix the mortared, using 3 spaced brick bed rows, under the bath's base, making sure that the first row is close to the waste. Connect up the plumbing Fill the bath half way with water and allow the mortared to set Brick and plaster up the front and end of the bath. Build in access trap (inspection door) to allow access to the waste and overflow should the need arise. Allow enough space so that when it is plastered and tiled, the tiles will be even enough with the edge of the bath. Clean bath and check for scratches Small scratches may be removed by using a metal polish, e.g. Brass o. Deeper scratches may be removed by using 1200 grade water paper and polished up with a metal polish (rubbing compound).

Acrylic Baths

It should be noted that many companies sell fibreglass baths as acrylic baths. This can be very misleading, as the quality of acrylic is far superior. Always remember to state 'acrylic' bath and differentiate acrylic from fibreglass baths. Fiberglass baths are made out of fibreglass with a thin (1mm) coat surface. Acrylic baths are made using a 5mm acrylic shell, which is heavily reinforced with fibreglass. Therefore, one actually has two baths, one of acrylic and the second of fibreglass, which are then bonded together. Acrylic is a far superior material for the production of sanitary ware and is accepted throughout the world as the most popular type of bath installed in homes.

Respondent's signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

TENDER NO:

ASSET NO: 01AF061

**ITEM NO. SPECIFICATIONS PER ITEM.**

---

- 512 Work description: Fit/ replace sink mixer  
Remove existing worn out sink mixer from kitchen sink and or wash trough, complete with swivel nozzle. Provide and fit a new chromium-plated sink mixer with swivel nozzle. Replace sink mixer with Cobra heavy duty chrome plated star mixer
- 514 Work description: Fit / replace sink trap
- 515 Work description: Remove sinks for scrap
- 517 Work description: Install / replace sink double bowl  
Stainless steel sinks with draining boards for domestic use shall comply with the requirements of SABS Specification 242, and shall be constructed of Type 304 stainless steel with exposed surfaces having satin finish. All provided with splash backs, tiling keys at back and at ends where against walls. The stainless steel for bowls and draining boards having an overall length not exceeding 1,52m shall be 0,9 mm thick, but for draining boards having an overall length exceeding 1,52m shall be 1,25 mm thick.  
\*\*Overlay sink shall be with brackets on bottom, no fixing on front or exposed sides shall be allowed.  
\*\*Drop in sinks fitted to post form tops shall be sealed with mould resistant silicone sealer and sealer shall be applied between sink and post form top, it shall not be applied only around sink after sink had been fitted in position.
- 518 Work description: Replace stopcock  
Provide and fix in "HOT" and "COLD" water supply pipes inside the building where shown or directed approved brass chromium-plated screwed down stop cocks
- 519 Work description: Install stopcock  
Provide and fix in "HOT" and "COLD" water supply pipes inside the building where shown or directed approved brass chromium-plated screwed down stop cocks
- 531 Work description: Install new 150 litre geyser complete with all necessary valves.  
Installation to be conducted by a professional and registered plumber. All hot water cylinders to be installed according to balanced hot and cold water principles and in compliance with SABS 0252 and SABS 0254 codes of practice. Fit SABS 400 KPA approved geyser with 400 KPA kwikflo or approved pressure reducing valve. Fit complete with all safety valves and 2 vacuum breakers. Supply stop cock and pressure control valve for geyser where pipes enter building. Geyser legs to stand on supports in a drip tray when in roof. Geyser must have separate stop cock. Do not fit stop cock between geyser and pressure control valve. Fit drain valve to geyser. Fit vacuum breaker to cold water supply on 300 mm riser on anti siphon loop. Fit vacuum breaker to hot water supply on 300 mm riser. Fit separate discharge pipes for expansion relieve valve and for safety valve. Pipes must be same diameter as valve outlet. These discharge pipes must be copper. Discharge expansion relief valve where water would not be a nuisance. Discharge safety valve pipe to safe area.
- 536 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.

Respondent's signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_



**TENDER NO:**

**ASSET NO: 01AF061**

**ITEM NO. SPECIFICATIONS PER ITEM.**

---

- 538 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.
- 539 Work description: Install / replace water pipes 22mm 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 unavoidable 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 logged 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.
- 544 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.
- 550 Work description: Install Replace waste pipe  
Work description: Install or Replace waste pipe with holder bats complete  
Replace hand washbasin waste pipe with 40mm or 50mm and all other with 50mm u PVC waste and vent pipes and fittings as per (SABS 791) According to National Building Regulations (SABS 0400-1990).

**PAINT PIPES/STEEL/MISCELLANEOUS**

- 552 Work description: Paint pipes against wall 15 to 120mm dia  
Remove all defective paint, clean pipes, sand completely and wipe off all sanding dust with damp cloth. Apply one coat universal undercoat and 1 coat gloss enamel

**FIT/REPLACE ITEMS/ FURNITURE**

- 562 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.

**Respondent's signature:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**TENDER NO:**

**ASSET NO: 01AF061**

**ITEM NO. SPECIFICATIONS PER ITEM.**

- 565 Work description: Fit/Replace toilet paper holder  
Chromium-plated toilet roll holders.
- 566 Work description: Replace single 150mm x 150mm ceramic soap dish.  
Remove existing cracked or damaged soap receptacles, including cement mortar.  
Thoroughly clean out and wet hole. Provide and fit in cement mortar, a new approved white or colour glazed earthenware soap receptacle with tongued lip. Soap receptacles are to be thoroughly wetted in water prior to fixing, and neatly finished off with neat white cement grout. work description:
- 569 Work description: Fit/Replace towel rail  
Provide chrome plated towel rail and brackets. Towel rail shall be 1m long and fix with fisher plugs and at least 35mm long countersunk self-tapping screws. REFIX TOWEL RAILS: Remove loose towel rails from wall. Drill out the existing wall plugs and replace with new patent plastic or hardwood wall plugs. Refit towel rails with 38mm long chromium-plated round-headed screws, securely screwed to plugs in wall.

**ROOF**

- 578 Work description: Replace loose screws with coach type roof screws FOR CORR IRON SHEETS.  
Replace all loose screws with 75mm coach screws for corr iron. The coach screws shall be screwed into the wood purlin, using either a hand-operated speed wrench or an electrical nut runner. The screws must be screwed into the purline at an angle of 90 degree to the profile of the roofing sheet. THE SCREW MUST NOT BE HAMMERED INTO THE PURLINE. Use bond it roof washer with coach screws.  
CARE MUST BE TAKEN NOT TO DAMAGE ROOF SHEETS. DO NOT OVER TIGHTEN NEW ROOF SCREWS.  
N.B. Any damage to roof covering shall be repaired or replaced by the contractor at his own expense.
- 582 Work description: Fit new galvanized sheet flashings  
Flashing of a thickness which is adequate for structural purposes and that provide an aesthetically acceptable finish, shall be so installed that they cover and make watertight the junctions between roofs and walls. All flashing shall be installed with an end lap of at least 150 mm. Flashing laid at right angles to box-ribbed profiled sheeting shall be fixed to each alternate flute or at centres that are not more than 600 mm apart, whichever the lesser. Flashing running parallel to the flutes shall be fixed at centres not more than 600 mm apart. Head wall and sidewall flashing shall be fixed with an up stand leg of length at least 75 mm. Counter flashing shall be properly cut with a return lip into masonry be securely caulked have a vertical overlap of at least 75 mm
- 626 Work description: Clean roof, peeling paint.  
Remove all loose paint from roof to galvanized coating. Galvanized coating must not be removed or damaged. Rinse thoroughly with fresh water. Use new, clean broom, sweep roof covering and allow roof to dry before applying the spot primer to rusted areas.  
N.B. Any damage to roofing covering, shall be repaired or replaced by the contractor at his own expense.
- 629 Work description: Clean underside of roof overhang  
Remove all loose, chalky, flaking, peeling paint from underside of roof overhang back to a bare surface.

**Respondent's signature:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**TENDER NO:**

**ASSET NO: 01AF061**

**ITEM NO. SPECIFICATIONS PER ITEM.**

---

**630 Work description: Paint roof.**

The Project manager must first approve roof after cleaning, before the first coat is applied and must first approve the first coat before the second coat can be applied. Roof shall be 100% clean before the roof paint is applied. All the rusted areas shall be spot primed, and the primer shall be dry before the first coat of Dulux roof guard or Plascon roof paint is applied. The roof paint shall be applied by brush, the use of roller or broom is not permitted. The paint shall be applied according to the manufacturer's specifications and over coat times.

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

**632 Work description: Paint roof sheets underside roof overhang/veranda**

The Project manager must first approved roof after cleaning before the first coat is apply and must first approved the first coat before the second coat can be applied. The roof paint shall be applied by paint shall be applied by.

Roof shall be 100% clean before the roof paint is applied. All the rusted areas shall be spot primed, and the primer shall be dry before the first coat of Dulux roof guard or Plascon roof paint is applied. The roof paint shall be applied by brush, the use of roller or broom is not permitted. The paint shall be apply according to the manufacturer specifications and over coat times.

**639 Work description: Paint expose roof timber purlin.**

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

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

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

**GUTTERS/DOWNSPIPES**

**664 Work description: Remove gutter and down pipe complete, including brackets, Remove gutters brackets with care as not to damage wood sprockets**

**666 Work description: Replace gutters complete, type specified on work list.**

Galvanized sheet iron gutters shall have beaded edges and shall be in lengths of not less than 5 metres, except the last portion to make up the length. The part used to make up the length shall not be less than 500mm. All the joints shall be sealed with a paint able water proof sealant and 4mm diameter x 6mm long pop rivets. SILICONE SEALER MUST NOT BE USED !!! The sealant shall be applied between the gutters. The joint shall have 3 pop rivets on sides and 3 at the bottom of the gutter. The down pipe outlets may be soldered or pop riveted to the gutter and sealed with an acrylic sealer. The size of the outlet shall allow the down pipe to press right up to the bottom of the gutter. All the joints shall be waterproofed and the gutters shall be in a straight line. Gutters shall be laid to proper falls and be provided with angles, stop ends and outlet nozzles as required. Gutters shall be fixed on galvanized mild steel brackets of sizes specified, bent to shape of gutters with front end taken up to underside of beaded edge of gutter. Each shall be screwed to roof timbers with 2 screws. Gutters shall be bolted to brackets at front with 6 mm diameter galvanized gutter bolts, one to each bracket, positioned close to underside of beaded edge of gutter. Brackets shall be spaced, but distance between brackets shall not exceeding 1m.

**Respondent's signature:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**TENDER NO:**

**ASSET NO: 01AF061**

**ITEM NO. SPECIFICATIONS PER ITEM.**

---

- 672 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.
- 676 Work description: Fit/replace down pipe, complete.  
Down pipes shall be fitted with all necessary offsets shoes and holder bats. Down pipes shall be fixed vertical level.
- 680 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.
- 681 Work description: Supply and install/replace concrete rainwater channel  
Provide/replace concrete rainwater channel. Concrete shall be of good quality, without cracks.

**WALLS EXTERIOR**

- 705 Work description: Supply and fit asset number to building.  
Supply white car number plate type and size sign with building asset number on. Number size shall be at least 75mm wide. Fit next to main entrance of building.
- 718 Work description: Lay glazed wall tiles  
\*BEFORE TILING COMMENCE, THE REPRESENTATIVE MUST FIRST APPROVE THE SURFACE IN SITE BOOK.\*ALL TILES THAT SOUND HOLLOW SHALL BE REMOVED AND RE-FIX. \*USE ONLY TYLON CM11 OR TAL ROFESIONAL ADHESIVE OR TYPE APROVED BY PROJECT MANAGER. \*NEVER USE SPOT OR BLOB METHODS.  
\*NEVER BUT 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 blemished and uniform in colour. Tiles shall be fixed in accordance with (SABS 0107). Tiles should be fixed with cement base adhesive. The adhesive shall be as recommended by the manufacturer of the tiles. Joints shall be level, straight, continuous and with 3mm spacers for tiles up to 250 x 200mm and 5mm for size above recommended by the tile manufacturer. Symmetrical arrangement 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 and 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 base 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. Joints width 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.

**Respondent's signature:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**TENDER NO:**

**ASSET NO: 01AF061**

**ITEM NO. SPECIFICATIONS PER ITEM.**

---

- 723 Work description: Repair exterior walls brick/rough plaster finish, 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. The preparation of walls shall include opening of all fine cracks with sharp object, the filling of cracks and all holes in wall with the appropriate filler or patching plaster, depending on the size of the cracks or holes. The areas under repair must be sanded down to a smooth, even finish. Brush down the surface, removing all loose particles, and dust, ensuring that the surface is sound. Sand paint on walls to provide bond for new paint. Rinse wall thoroughly with clean water. No sweeping or dusting shall be done after the wall has been prepared for painting or while painting is in progress or while paint is still wet. Allow wall to dry completely before any paint is applied.
- 725 Work description: Remove loose paint and treat wall. Chalked or powdery surface must be thoroughly brushed and washed down. Clean wall with high water pressure jet cleaning machine. All loose and flaking paint must be removed. It is essential to prepare the surface prior to applying the sealer. The surface must be dry before applying the sealer. Apply a single coat bonding liquid/sealer.
- 730 Work description: Paint wall, brick finish. All paint work shall be done to the specification of the manufacturer. Over coating time shall be allowed as specified by the manufacturer. All surfaces not being painted, such as brick work, sills, floors and the like must be covered up and protected against spotting before any painting commences. No sweeping or dusting shall be allowed while painting is in progress or while paint is still wet. All items that are more cost effective to be removed from wall and to be re-fixed, must be removed to avoid cutting in against items such as notice boards and other items.. Dry film thickness to be 90µm per coat.

**PLUMBING EXTERIOR**

- 775 Work description: Clean sewer complete with sewer tanks and french drains. The Contractor shall comply, in addition to the requirements set out above, with any by-laws of the Local Authority to whose drainage or water systems the drainage and water supplies are to be connected.
- 780 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.
- 783 Work description: Repair PVC waste pipe 40mm or 50mm
- 785 Work description: Couple new water pipe to existing water network Provide and connect to the connection previously specified, water supply piping of type and diameter as shown on the drawing or as directed, and lay under-ground to the lines shown or as been directed. Type and diameter of piping: 22mm poly cop At various points where shown, inset T-pieces for branches and lay similar piping to the various points as shown and leave ready for internal connections. Provide all the necessary tees, bends, etc. and do all the necessary cutting and jointing of piping as required.

**Respondent's signature:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_



**TENDER NO:**

**ASSET NO: 01AF061**

**ITEM NO. SPECIFICATIONS PER ITEM.**

---

- 787 Work description: Pipe laying  
Provide and connect to the connection previously specified, water supply piping of type and diameter as shown on the drawing or as directed, and lay under-ground to the lines shown or as been directed. Type and diameter of piping: 50mm pipe to match existing. At various points where shown, inset T-pieces for branches and lay similar piping to the various points as shown and leave ready for internal connections. Provide all the necessary tees, bends, etc. and do all the necessary cutting and jointing of piping as required. Black polyethylene and poly cop piping: Black polyethylene and poly cop piping and pipe fittings for use in cold water services shall comply with the requirements of SABS 533 "Black polyethylene and poly cop pipes for cold water services" and be of the type specified in the Particular Specification Bills of Quantities. Joints shall be made with fittings complying with the above standard specification and in accordance with Code of Practice SABS 0112 "The installation of polyethylene and un plasticized polyvinyl chloride pipes".
- 788 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.
- 789 Work description: Install / replace water pipes 22mm 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.
- 792 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, if compression fittings are used on Pex aluminium multilayer pipe the right type inserts shall be used. 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.
- 793 Work description: Remove water pipes as specified on work list
- 794 Work description: Fit brass garden tap
- 795 Work description: Install/replace stopcock  
Stop cock shall be cobra heavy duty brass stopcock valve
- 796 Work description: Build stop valve access manhole in ground  
Stop cock chambers shall be 225 x 225 mm internally with half brick sides in cement mortar and with 225 x 225 mm cast iron box with hinged lid set in and including 375 x 375 x 100 mm thick Class C

**PAINT PIPES/STEEL/STRUCTURE**

**Respondent's signature:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

TENDER NO:

ASSET NO: 01AF061

**ITEM NO. SPECIFICATIONS PER ITEM.**

---

- 799 Work description: Paint pipes against wall 15 to 120mm DIA.  
Remove all loose and defective paint, sand and wipe off all sanding dust with damp cloth.  
Apply 1 coat universal undercoat and 2 coats Dulux pearlo paint

**EXCAVATIONS/BACKFILL**

- 836 Work description: DIG FOUNDATIONS IN MEDIUM HARD SOIL  
The Contractor shall give notice, in writing, to the Representative/Agent when the excavations are ready to receive the foundations. The foundations shall not be laid until the excavations have been approved of, in writing, by the Representative/Agent and they shall not be covered until any variation has been measured. MED HARD SOIL shall mean SOIL that can be loosened by hand, pick or crowbar and includes hard shale, compact oukrip, stone of a similar hardness and boulders from 75 mm diameter up to 0,03 cubic metres in volume. Trenches and holes for foundations shall be excavated to the several lengths, widths and depths shown on drawings or to such other depths as may be directed by the Representative/Agent to ensure a good foundation. Bottoms of trenches and holes shall be level, with sides trimmed vertical for the full width from top to bottom. The bottoms of trenches shall be stepped as shown but if the stopping are not shown on drawings or are not otherwise directed on site, the stepping shall be of at least the thickness specified for the concrete footings but shall be adjusted downwards to conform with an exact number of brick courses where necessary. Any excavations taken out too deep shall be made up to correct levels with Class A concrete, at the Contractor's expense. Back filling and ramming is not acceptable. No water shall be allowed to accumulate in any portion of the excavations. The excavations shall be protected against any water entering them whether by seepage, rains, storms, floods or any other means. Any water found in the excavations shall immediately be removed. Every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be-STAATSKOERANT, 18 JULIE 2003 No. 25207 35 (j) adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and (ii) . provided with warning signs or any other clearly visible boundary indicators at night or when visibility is poor; 0) ensure that all precautionary measures as stipulated for confined spaces as determined in the General Safety Regulations promulgated by Government Notice No.R.1031 of 30 May 1986, as amended, are complied with when entering any excavation; (k) ensure that, where the excavation work involves the use of explosives, a method statement is developed in accordance with the applicable explosives legislation, by an appointed person who is competent in the use of explosives for excavation work and that the procedures therein are followed; and (l) cause warning signs to be positioned next to an excavation within which persons are working or carrying out inspections or tests.

**FENCING**

- 862 Work description: Clean area both sides of fence 1.0m wide, in total 2.0m wide  
Cutting veld grass, small shrubs, herbaceous and other undesirable or unwanted plant growth 50mm above ground level, both sides of fence 1m wide and remove from site to approved dumping site.
- 870 Work description: Paint fence posts/stays (2.1m long)  
Sand, wash clean and paint the poles and stays two coats bituminous aluminium.
- 871 Work description: Remove 1.20m high stock fence complete, reclade and repair all poles and droppers

**Respondent's signature:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**TENDER NO:**

**ASSET NO: 01AF061**

**ITEM NO. SPECIFICATIONS PER ITEM.**

---

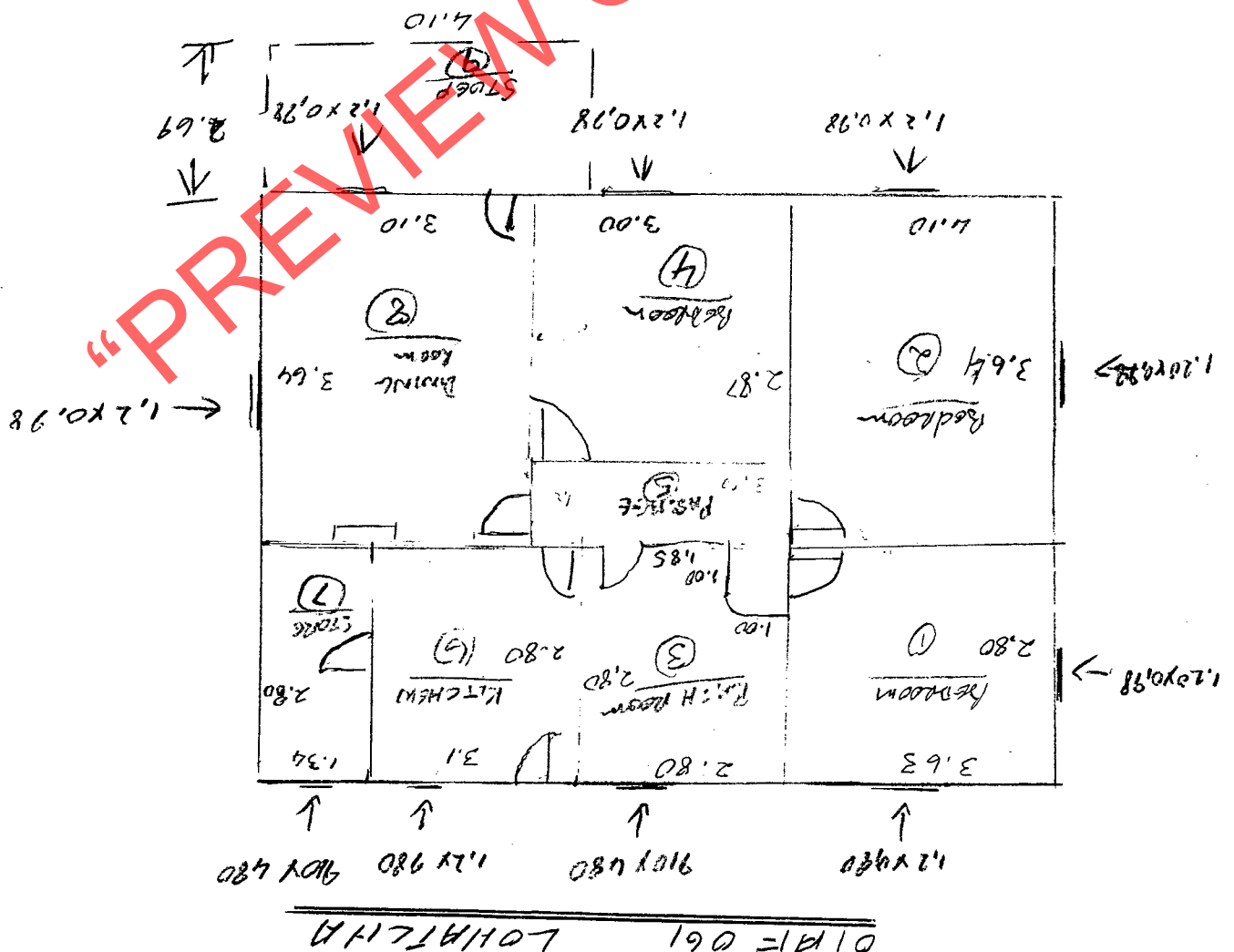
- 886 Work description: Replace single  
Gates for security fence 1.8m and higher to have a framework of diameter class A galvanized 42mm steel pipe and must be of standard type. Gates to be covered with razor clip mesh and fixed to gates with 2mm galvanized steel wire at 300mm intervals or if specified with wire mesh or at coastal areas filled in with plastics coated mesh. Provide locking mechanisms to all gates free of razor mesh. Replace gate. Remove irreparable gates. Provide and hang to adjustable hinges, Gates shall match gates to be replaced.
- 887 Work description: Install single gate  
Gate posts posts 100mm diameter are to be 2,9m long, each planted 0,8 m deep into ground and embedded in a concrete 15MPA block, size 600 x 600 x 800 mm deep. Gates for security fence 1.8m and higher to have a framework of diameter class A galvanized 42mm steel pipe and must be of standard type. Gates to be covered with razor clip mesh and fixed to gates with 2mm galvanized steel wire at 300mm intervals or if specified with wire mesh or at coastal areas filled in with plastics coated mesh. Provide locking mechanisms to all gates free of razor mesh. Replace gate. Remove irreparable gates. Provide and hang to adjustable hinges, Gates shall match gates to be replaced.
- 888 Work description: Replace double gate  
Gates for security fence 1.8m and higher to have a framework of diameter class A galvanized 42mm steel pipe and must be of standard type. Gates to be covered with razor clip mesh and fixed to gates with 2mm galvanized steel wire at 300mm intervals or if specified with wire mesh or at coastal areas filled in with plastics coated mesh. Provide locking mechanisms to all gates free of razor mesh. Replace gate. Remove irreparable gates. Provide and hang to adjustable hinges, Gates shall match gates to be replaced.
- 889 Work description: Install double gate  
Gate posts posts 100mm diameter are to be 2,9m long, each planted 0,8 m deep into ground and embedded in a concrete 15MPA block, size 600 x 600 x 800 mm deep. Gates for security fence 1.8m and higher to have a framework of diameter class A galvanized 42mm steel pipe and must be of standard type. Gates to be covered with razor clip mesh and fixed to gates with 2mm galvanized steel wire at 300mm intervals or if specified with wire mesh or at coastal areas filled in with plastics coated mesh. Provide locking mechanisms to all gates free of razor mesh. Replace gate. Remove irreparable gates. Provide and hang to adjustable hinges, Gates shall match gates to be replaced.

**SITE SAFETY/CLEANING/CUT TREE/RUBBLE**

- 904 Work description: Clean earth 1.0 metre wide around building from grass and weed

**Respondent's signature:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_







### **Appendix (iii)**

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

**“PREVIEW COPY ONLY”**

**TRANSNET SOC LIMITED**

(Registration no. 1990/000900//30)

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

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

**2. Definitions**

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

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

### 3. **Procedural Compliance**

- 3.1 The Contractor who intends to carry out any construction work shall, before carrying out such work, notify the Provincial Director in writing if the construction work:-
- (a) includes the demolition of a structure exceeding a height of 3 metres; or
  - (b) includes the use of explosives to perform construction work; or
  - (c) includes the dismantling of fixed plant at a height greater than 3m,
- and shall also notify the Provincial Director in writing when the construction work exceeds 30 days or will involve more than 300 person days of construction work and if the construction work:-
- (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 Transnet's safety requirements and procedures.

#### **4. Special Permits**

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

#### **5. Health and Safety Programme**

- 5.1 The Tenderer shall, with his tender, submit a Health and Safety Programme setting out the practical arrangements and procedures to be implemented by him to ensure compliance by him with the Act and Regulations and particularly in respect of: -
- (i) The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees and subcontractors in terms of section 8 of the Act;

- (ii) the execution of the contract work in such a manner as to ensure in terms of section 9 of the Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;
  - (iii) ensuring, as far as is reasonably practical, in terms of section 37 of the Act that no employee or subcontractor of the Contractor does or omits to do any act which would be an offence for the Contractor to do or omit to do.
- 5.2 The Contractor's Health and Safety Programme shall be based on a risk assessment in respect of the hazards to health and safety of his employees and other persons under his control that are associated with or directly affected by the Contractor's activities in performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.
- 5.3 The Contractor shall cause a risk assessment contemplated in clause 5.2 above to be performed by a competent person, appointed in writing, before commencement of any Construction Work and reviewed during construction. The Risk Assessments shall form part of the Health and Safety programme to be applied on the site and shall include at least the following:
- (a) The identification of the risks and hazards that persons may be exposed to;
  - (b) the analysis and evaluation of the hazards identified;
  - (c) a documented Health and Safety Plan, including safe work procedures to mitigate, reduce or control the risks identified;
  - (d) a monitoring and review plan.
- 5.4 The Health and Safety Plan shall include full particulars in respect of: -
- (a) The safety management structure to be instituted on site or place of work and the names of the Contractor's health and safety representatives and members of safety committees where applicable;
  - (b) the safe working methods and procedures to be implemented to ensure the work is performed in compliance with the Act and Regulations;
  - (c) the safety equipment, devices and clothing to be made available by the Contractor to his employees;
  - (d) the site access control measures pertaining to health and safety to be implemented;
  - (e) the arrangements in respect of communication of health and safety related matters and incidents between the Contractor, his employees, subcontractors and the Technical Officer with particular reference to the reporting of incidents in compliance with Section 24 and General Administrative Regulation 8 of the Act and with the pertinent clause of the General Conditions of Contract forming part of the Contract and

- (f) the introduction of control measures for ensuring that the Safety Plan is maintained and monitored for the duration of the Contract.
- 5.4 The Health and Safety programme shall be subject to the Technical Officer's approval and he may, in consultation with the Contractor, order that additional and/or supplementary practical arrangements and procedures be implemented and maintained by the Contractor or that different working methods or safety equipment be used or safety clothes be issued which, in the Technical Officer's opinion, are necessary to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act and Regulations. The Technical Officer or his deputy shall be allowed to attend meetings of the Contractor's safety committee as an observer.
- 5.5 The Contractor shall take reasonable steps to ensure that each subcontractor's Health and Safety Plan is implemented and maintained on the construction site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed to between the them, but at least once every month.
- 5.6 The Contractor shall stop any subcontractor from executing any construction work, which is not in accordance with the Contractor's, and/or subcontractor's Health and Safety Plan for the site or which poses a threat to the health and safety of persons.
- 5.7 The Contractor shall ensure that a copy of the Health and Safety Plan is available on site for inspection by an inspector, Technical Officer, agent, subcontractor, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.
- 5.8 The Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the Risk Assessment.
- 5.9 The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.10 The Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the Risk Assessment before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.11 The Contractor shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.
- 6. Fall Protection Plan**
- 6.1 In the event of the risk and hazard identification, as required in terms of clause 5.3 of this Specification, revealing risks relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a fall protection plan;



- 6.2 The Contractor shall implement, maintain and monitor the fall protection plan for the duration of Contract. The Contractor shall also take such steps to ensure the continued adherence to the fall protection plan.
- 6.3 The fall protection plan shall include:-
- (a) A Risk Assessment of all work carried out from an elevated position;
  - (b) the procedures and methods to address all the identified risks per location;
  - (c) the evaluation of the employees physical and psychological fitness necessary to work at elevated positions;
  - (d) the training of employees working from elevated positions; and
  - (e) the procedure addressing the inspection, testing and maintenance of all fall protection equipment.

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

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

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

- 8.1 The Contractor shall ensure that a health and safety file is opened and kept on site and shall include all documentation required as per the Act and applicable regulations, and made available to an inspector, the Technical Officer, or subcontractor upon request.
- 8.2 The Contractor shall ensure that a copy of the both his Health and Safety Plan as well as any subcontractor's Health and Safety Plan is available on request to an employee, inspector, contractor or the Technical Officer.
- 8.3 The Contractor shall hand over a consolidated health and safety file to the Technical Officer upon completion of the Construction Work and shall in addition to documentation mentioned in the Act and applicable Regulations include a record of all drawings, designs, materials used and other similar information concerning the completed structure.

**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: \_\_\_\_\_
- (b) Name and tel no of client's contact person or agent: \_\_\_\_\_
- 4.(a) Name and postal address of designer(s) for the project: \_\_\_\_\_
- (b) Name and tel. no of designer(s) contact person: \_\_\_\_\_
5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6(1). \_\_\_\_\_
6. Name/s of principal contractor's construction sub-ordinate supervisors on site appointed in terms of regulation 6(2). \_\_\_\_\_
7. Exact physical address of the construction site or site office: \_\_\_\_\_
8. Nature of the construction work: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
9. Expected commencement date: \_\_\_\_\_
10. Expected completion date: \_\_\_\_\_

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

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

\_\_\_\_\_

13. Name(s) of contractors already chosen.

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

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

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

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

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

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

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

**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 :-

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

“PREVIEW COPY ONLY”

**ANNEXURE 4****(LETTER HEAD OF BUSINESS DIVISION OR UNIT OF TRANSNET LIMITED)****SITE ACCESS CERTIFICATE**

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

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

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

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

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

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

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

Signed : \_\_\_\_\_  
TECHNICAL OFFICER

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

**ACKNOWLEDGEMENT OF RECEIPT**

Name of Contractor/Builder :- \_\_\_\_\_ I,  
 \_\_\_\_\_ do hereby acknowledge and accept the duties  
 and obligations in respect of the Safety of the site/area of Work in terms of the Occupational Health and  
 Safety Act; Act 85 of 1993.

Name : \_\_\_\_\_

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

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

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