

**TRANSNET**



*freight rail*

A Division of Transnet SOC Limited Registration number 1990/00900/30

**REQUEST FOR  
QUOTATION**

**KBY/52929**

**KBC\_14029**

"PREVIEW COPY ONLY"

Senior Buyer  
Supply Chain Services  
TRANSNET FREIGHT RAIL  
Austen Street  
KIMBERLEY  
8301



**Transnet Freight Rail**, a division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

**REQUEST FOR QUOTATION [RFQ] No KBY/52929**

**FOR THE PROVISION OF: CONSTRUCTION OF STAIRCASE NEXT TO THE RAILWAY LINE IN DE AAR FOR A PERIOD OF 2 WEEKS.**

**FOR DELIVERY TO: THE INFRA MANAGER KIMBERLEY**

**ISSUE DATE: 13 MAY 2014**

**CLOSING DATE: 03 JUNE 2014**

**CLOSING TIME: 10:00**

**SITE MEETING: 28 MAY 2014 AT 11:00**

**VENUE: THE OPERATIONS BUILDING IN DE AAR RAILWAY YARD**

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

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

**METHOD:** Tender Box  
**CLOSING VENUE:** Transnet Freight Rail, Property Management Building, Office no. 2, Austen Street, Beaconsfield

**1 Responses to RFQ**

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

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

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. Transnet will accordingly allow a "preference" to companies who provide a valid B-BBEE Verification Certificate. All procurement transactions will be evaluated accordingly.

**2.1 B-BBEE Scorecard and Pricing**

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that the following preference point system is applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000.00 (all applicable taxes included).
- Bidders are to note that if the 80/20 preference point system is stipulated in this RFQ and all Bids received exceed R1 000 000.00, the RFQ must be cancelled.

The value of this bid is estimated to be below R1 000 000.00 (all applicable taxes included) and therefore the **80/20** system shall be applicable.

When Transnet invites prospective suppliers to submit Proposals for its various expenditure programmes, it requires Respondents to have their B-BBEE status verified in compliance with the Codes of Good Practice issued in terms of the Broad Based Black Economic Empowerment Act No. 53 of 2003.

The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a one year transitional period starting 11 October 2013. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. After the first year of the implementation of the Revised Codes, B-BBEE compliance will be measured in terms of the Revised Codes without any discretion. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.

As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 10 October 2014. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.

Respondents are required to complete Annexure A [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

**Note: Failure to submit a valid and original B-BBEE certificate or a certified copy thereof at the Closing Date of this RFQ will result in a score of zero being allocated for B-BBEE.**

*[Refer clause 19 below for Returnable Documents required]*

### 3 Communication

- a) Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.
- b) A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:  
Name: Herman Conradie Email: Herman.Conradie@transnet.net
- c) Respondents may also, at any time after the closing date of the RFQ, communicate with Maggie Pain (Admin Support) on any matter relating to its RFQ response:  
Telephone: 052 818 3341 Email: Maggie.Pain@transnet.net

### 4 Tax Clearance

The Respondent's original and valid Tax Clearance Certificate must accompany the Quotation. Note that no business shall be awarded to any Respondent whose tax matters have not been declared by SARS to be in order.

### 5 VAT Registration

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

### 6 Legal Compliance

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

### 7 Changes to Quotations

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

### 8 Pricing

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

**9 Prices Subject to Confirmation**

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

**10 Negotiations**

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

**11 Binding Offer**

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

**12 Disclaimers**

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

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

Transnet reserves the right to award business to the highest scoring bidder/s unless objective criteria justify the award to another bidder.

**13 Transnet's supplier integrity pact**

Transnet's Integrity Pact requires a commitment from suppliers and Transnet that they will not engage in any corrupt and fraudulent practices, anti-competitive practices; and act in bad faith towards each other.

The Integrity Pact also serves to communicate Transnet's Gift Policy as well as the remedies available to Transnet where a Respondent contravenes any provision of the Integrity Pact.

Respondents are required to familiarise themselves with the contents of the Integrity Pact which is available on the Transnet Internet site [www.transnet.net/Tenders/Pages/default.aspx] or on request. Furthermore, Respondents are required to certify that they have acquainted themselves with all the documentation comprising the Transnet Integrity Pact and that they fully comply with all the terms and conditions stipulated in the Transnet Supplier Integrity Pact as follows:

<b>YES</b>	
------------	--

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

"PREVIEW COPY ONLY"

Should a Respondent need to declare previous transgressions or a serious breach of law in the preceding 5 years as required by Annexure A to the Integrity Pact, such declaration must accompany the Respondent's bid submission.

**14 Evaluation Criteria**

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

Criterion/Criteria	Explanation
<b>Administrative responsiveness</b>	Completeness of response and returnable documents
<b>Substantive responsiveness</b>	Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given.
<b>Final weighted evaluation based on 80/20 preference point system</b>	<ul style="list-style-type: none"> <li>Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts<sup>1</sup> will be critical</li> <li>B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A</li> </ul>

**15 Validity Period**

Transnet desires a validity period of 30 [thirty] days from the closing date of this RFQ.

This RFQ is valid until \_\_\_\_\_.

**16 Banking Details**

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

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

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

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

**17 Company Registration**

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

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

**18 Disclosure of Prices Quoted**

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

YES  NO

<sup>1</sup> Only unconditional discounts will be taken into account during evaluation. A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment is effected.

**19 Returnable Documents**

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

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

***Failure to provide all these Returnable Documents at the Closing Date and time of this RFQ may result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Quotations.***

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these Returnable Documents by so indicating [Yes or No] in the table below:

Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
<ul style="list-style-type: none"> <li>- Valid and original B-BBEE Verification Certificate or certified copy thereof [Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero for preference</li> </ul>	
<ul style="list-style-type: none"> <li>- Valid and original B-BBEE certificate/sworn affidavit or certified copy thereof 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 RFQ will result in an automatic score of zero being allocated for preference</li> </ul>	
<ul style="list-style-type: none"> <li>- In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement</li> </ul>	
<ul style="list-style-type: none"> <li>- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]</li> </ul>	
SECTION 2 : Quotation Form	
SECTION 3: Vendor Application Form	
<ul style="list-style-type: none"> <li>• Original cancelled cheque or bank verification of banking details</li> </ul>	
<ul style="list-style-type: none"> <li>• Certified copies of IDs of shareholder/directors/members [as applicable]</li> </ul>	
<ul style="list-style-type: none"> <li>• Certified copies of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC)</li> </ul>	
<ul style="list-style-type: none"> <li>• Certified copies of the company's shareholding/director's portfolio</li> </ul>	
<ul style="list-style-type: none"> <li>• Entity's letterhead</li> </ul>	
<ul style="list-style-type: none"> <li>• Certified copy of VAT Registration Certificate [RSA entities only]</li> </ul>	
<ul style="list-style-type: none"> <li>• Certified copy of valid Company Registration Certificate [if applicable]</li> </ul>	
<ul style="list-style-type: none"> <li>•</li> </ul>	
<ul style="list-style-type: none"> <li>•</li> </ul>	

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

6

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

Returnable Documents	Submitted [Yes or No]
ANNEXURE A – B-BBEE Preference Points Claim Form	
ANNEXURE B – Project Specifications	

**"PREVIEW COPY ONLY"**

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

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

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

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

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

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

"PREVIEW COPY ONLY"

**SERVICE FEES AND COST**

I/We quote as follows for the service required excluding VAT: See Specifications

Item	Description	Unit	Qty	Rate	Amount
<b>1</b>	<b>Preliminaries &amp; General</b>	<b>Sum</b>	<b>1</b>		
<b>A.17</b>	<b>Risk &amp; Safety</b>	<b>Sum</b>	<b>1</b>		
<b>B4.1.1</b>	<b>Excavation &amp; Preparation</b>	<b>Sum</b>	<b>1</b>		
<b>B4.1.2</b>	<b>Formwork (Installation of Shutters)</b>	<b>Sum</b>	<b>1</b>		
<b>B4.1.3</b>	<b>Installation of Reinforcing</b>	<b>Sum</b>	<b>1</b>		
<b>B4.1.4</b>	<b>Casting of concrete</b>	<b>Sum</b>	<b>1</b>		
<b>B4.1.5</b>	<b>Backfill &amp; compacting</b>	<b>Sum</b>	<b>1</b>		
<b>B4.1.7</b>	<b>Installation of Handrails</b>	<b>Sum</b>	<b>1</b>		
<b>Tender Amount:</b>					
<b>4% VAT:</b>					
<b>Total Tender Price:</b>					

**Total Tender Price in Words:**

---



---

**Notes to Pricing:**

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- c) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

"PREVIEW COPY ONLY"

## Section 3

## Transnet Supplier Declaration/Application

The Financial Director or Company Secretary

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

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

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

**IMPORTANT NOTES:**

- a) **If your annual turnover is less than R5 million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership and black female ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), should you feel you will be able to attain a better BBBEE score.
- b) **If your annual turnover is between R5 million and R35million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status.  
NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).
- c) **If your annual turnover is in excess of R35million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.  
NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).
- d) **To avoid PAYE tax being automatically deducted from any invoices received from you**, you must also contact the Transnet person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.
- e) Unfortunately, **No payments can be made to a vendor** until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.
- f) **Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products in order that he/she should complete and Internal Transnet Departmental Questionnaire before referring the matter to the appropriate Transnet Vendor Master Office.**

Regards,

Respondent's Signature

10

Date & Company Stamp

## Supplier Declaration Form

Company Trading Name							
Company Registered Name							
Company Registration Number Or ID Number If A Sole Proprietor							
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
VAT number (if registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
Bank Name		Bank Account Number					
Postal Address						Code	
Physical Address						Code	
Contact Person							
Designation							
Telephone							
Email							
Annual Turnover Range (Last Financial Year)		< R5 million	R5-35 million	> R35 million			
Does Your Company Provide		Products	Services	Both			
Area Of Delivery		National	Provincial	Local			
Is Your Company A Public Or Private Entity		Public		Private			
Does Your Company Have A Tax Directive Or IRP30 Certificate		Yes		No			
Main Product Or Service Supplied (E.G.: Stationery/Consulting)							
<b>BEE Ownership Details</b>							
% Black Ownership	% Black women ownership	% Disabled person/s ownership					
Does your company have a BEE certificate		Yes		No			
What is your broad based BEE status (Level 1 to 9 / Unknown)							
How many personnel does the firm employ		Permanent		Part time			
Transnet Contact Person							
Contact Number							
Transnet operating division							
<b>Duly Authorised To Sign For And On Behalf Of Firm / Organisation</b>							
Name		Designation					
Signature		Date					
<b>Stamp And Signature Of Commissioner Of Oath</b>							
Name		Date					
Signature		Telephone No.					

**RFQ KBY/52929 FOR THE SUPPLY OF:  
CONSTRUCTION OF STAIRCASE NEXT TO THE RAILWAY LINE IN DE AAR  
FOR A PERIOD OF 2 WEEKS**

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

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

**1. INTRODUCTION**

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

**2. GENERAL DEFINITIONS**

- 2.1 "**all applicable taxes**" include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 "**B-BBEE**" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 "**B-BBEE status of contributor**" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 "**Bid**" means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 "**Broad-Based Black Economic Empowerment Act**" means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 "**comparative price**" means the price after the factors of a non-firm price and all unconditional discounts that can utilised have been taken into consideration;
- 2.7 "**consortium or joint venture**" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;

- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;
- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"QSE"** means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928
- 2.15 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.16 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

**"PREVIEW COPY ONLY"**

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

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

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

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificate.
- 4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 In terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, Bidders who qualify as QSEs are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.6 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.7 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level

certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.

- 4.9 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.10 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.11 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

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

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

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

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit in the case of an EME or QSE.

**5.2 Subcontracting:**

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

If YES, indicate:

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

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

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]

- Partnership/Joint Venture/Consortium
- One person business/sole propriety
- Close Corporations
- Company (Pty) Ltd

(v) Describe Principal Business Activities

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

(vi) Company Classification [TICK APPLICABLE BOX]

- Manufacturer
- Supplier
- Professional Service Provider
- Other Service Providers, e.g Transporter, etc

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

**BID DECLARATION**

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

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

"PREVIEW COPY ONLY"

**WITNESSES:**

- 1. ....
- 2. ....

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME: .....

ADDRESS:.....

**TRANSNET**



Freight rail

**TRANSNET LIMITED**

(REGISTRATION NO.1990/000900/30)  
TRADING AS TRANSNET FREIGHT RAIL

**TENDER/CONTRACT NO.**

**Construction of Access Concrete Staircases to Signalling  
Equipment/Apparatus Cases next to Railway at a cutting close to Kilo 3.0356  
on the De Aar – Beaufort West line**

**SPECIAL CONDITIONS OF CONTRACT AND  
SPECIFICATIONS**

**PART A – GENERAL**

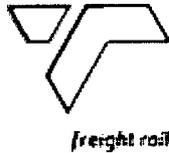
**PART B – PROJECT SPECIFICATIONS**

**PART C – SCHEDULE OF QUANTITIES AND PRICES**

**PART D – DRAWING FOR CONCEPT PURPOSES**

**PART E – SCHEDULE OF RETURNABLE DOCUMENTS**

**TRANSNET**



**TRANSNET LIMITED**  
(REGISTRATION NO.1990/000900/30)  
TRADING AS TRANSNET FREIGHT RAIL

TENDER/CONTRACT NO. \_\_\_\_\_

**Construction of Access Concrete Staircases to Signalling  
Equipment/Apparatus Cases next to Railway at a cutting close to Kilo 3.0356  
on the De Aar – Beaufort West line**

**SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS**

**PART A: GENERAL**

**A.1 SCOPE OF WORK:**

This specification covers the **Construction of two Access Staircases to Signalling Equipment/Apparatus Cases next to Railway at a cutting close to Kilo 3.0356 on the De Aar – Beaufort West line in the geographical area controlled by the Depot Engineer, Kimberley South**, hereinafter referred to as the "**Works**", and any other work arising out of or incidental to the above, or required of the **Contractor** for the proper completion of the **Works** in accordance with the true meaning and intent of the contract.

**A2 SUFFICIENCY OF TENDER**

- A2.1 The contract will only be awarded to a tenderer who has experience in the construction industry and/or civil engineering related work.
- A2.2 The Certificate of Attendance of the Briefing Session/Site Meeting signed by the Technical Officer or his/her deputy (compulsory) must be submitted with the tender. The attendance of this briefing session/site meeting is compulsory.

**A.3 DURATION OF CONTRACT:**

The contract will commence within 7 working days of the date of acknowledgement of receipt of the notification of acceptance of tender with Transnet Freight Rail, depending on whether all the necessary trainings and documentation is in place.

Transnet Freight Rail requires that the works be completed within **two (2) weeks** from the date of commencement of the work. The contractor shall be required to complete the works in this period, and approved. This period shall be exclusive of weekends, and public holidays.

If the instance arises where the standard of work is not inline with the specifications of the contract, Transnet's representative will ensure compliance of the work specifications, either from the Contractor or will ensure that the work is completed by the second lowest Tenderer. The responsible Contractor (Main Contractor) will be fully responsible for the differences in the Tender prices.

**A.4 MAINTENANCE PERIOD:**

A one (1) year's maintenance period shall be applicable. This maintenance period will commence immediately after the completion of the works.

**A.5 RETENTION MONEY:**

A 10% retention money will be paid a year after the completion date of the contract as a guarantee for work quality. Should there be any incident due to the installation made by contractor all the costs involved will be held against the contractor.

Any defects that may become apparent during the guarantee period shall be rectified to the satisfaction of Transnet Freight Rail, and to the account of the contractor.

If urgent repairs have to be carried out by Transnet Freight Rail staff to maintain supply during the guarantee period, the Contractor shall inspect such repairs to ensure that the guarantee period is not affected and should they be covered by the guarantee, reimburse Transnet Freight Rail the cost of material and labour.

**A.6 PENALTIES FOR LATE COMPLETION:**

A penalty for late completion as per Clause A.3 of 0.5% of the tendered amount per calendar day shall apply for each working day or part thereof. In addition, no extra payment will be made for delays suffered by the Contractor as a result of inclement weather, flooding or delays caused by Transnet Freight Rail.

**A.7 RESOURCES SUPPLY**

**A.7.1 TO BE SUPPLIED BY TRANSNET FREIGHT RAIL:**

Transnet Freight Rail will provide a dedicated Technical Officer/Deputy Technical Officer, who will ensure that all work is done according to specifications and the project quality plan. The T.O will also be responsible for weekly site supervision which includes overseeing that construction is done according to the technical specifications.

**A.7.2 TO BE SUPPLIED BY THE CONTRACTOR:**

All the tools, material ( 19mm aggregate as stated in SANS 1083 ;sand as specified in SANS 1083;32.5N General Purpose Cement with carbon footprint of 744g/kg ) ;machinery;water supply (water should be fit for drinking) and any other items needed to be used on the site shall be supplied by the Contractor .

Portland cement can vary significantly in colour from light to dark grey .This change in colour can influence the final colour of the pigmented concrete .It is important to use the same cement throughout while constructing the staircases .

**A.7.3 SAFE KEEPING OF MATERIAL:**

1. The Contractor shall be responsible for the safekeeping, proper staging and handling of all materials.
2. All packaging or waste material associated with the material will be taken off site and properly disposed of by the Contractor.

**A.8 TO BE PROVIDED BY THE CONTRACTOR:**

1. The Contractor shall supply all material, labour, vehicles, machinery,water supply, small plant and any mechanised equipment for the proper execution of the works and in addition to this the Contractor shall provide all accommodation and toilet facilities for his/her employees. No accommodation shall be erected on Transnet Freight Rail property.
2. All tools and labour required to perform the work as stipulated in the schedule of quantities shall be provided by the Contractor and included in his tendered rates. These include:

- 2.1. All fuel for small plant tools, lubricants, etc.
- 2.2. Staff accommodations complete with ablutions and kitchen facilities.
- 2.3. Fire prevention and fire fighting measures.
3. The maintenance, leasing, hiring and insurance of this equipment will solely rest with the Contractor.
4. The Contractor shall be responsible for his own arrangements with regards to the transport and safe staging of this equipment.
5. The Contractor shall appoint at each work site sufficient personnel whose sole task shall be to be on the look out for approaching rail traffic. These employees shall operate an audible warning device to timeously warn all people on the work site of approaching rail traffic.
  - 5.1. An effective safety procedure to be followed by all personnel on any work site in the case of approaching rail traffic shall be compiled by the Contractor and implemented before any work commences. The procedure shall be updated whenever the need arises and any changes shall be communicated to all employees on a work site before work proceeds.
  - 5.2. The personnel of the Contractor shall **at all times during work operations wear reflective safety jackets**. These reflective jackets must be lime. Any other colour must first be cleared with the Technical Officer or his Deputy.
  - 5.3. Contractor's **staff** working on the site **may not wear any form of visible red or green or yellow outer garments**.
  - 5.4. The Contractor shall make available employees to be trained, certificated and used as lookouts when required. The training shall be done at no cost to the Contractor.
6. The making of fires, for whatever purpose, on Transnet property is strictly prohibited.

**A.9 ADVANCE PAYMENT FOR MATERIAL AND/OR PLANT AND/OR EQUIPMENT SUPPLIED BY THE CONTRACTOR:**

No advancement of any monies will be considered.

**A.10 CONTRACT PRICE ADJUSTMENT FACTOR:**

The contract shall not be subject to cost escalation or de-escalation or foreign exchange rate fluctuations. All increases in cost from whatsoever cause shall be at the Contractor's risk, and all decreases in cost shall be to his benefit.

**A11 SCHEDULE OF QUANTITIES AND PRICES**

A11.1 The quantities in the Schedule of Quantities and Prices, (Service Fees and Costs), are estimated and may be more or less than stated. The Contractor shall submit with his/her tender a complete and detailed priced Schedule (prepared in black ink) for the Works.

A11.2 The Tenderer shall price each item. If the Contractor has omitted to price any items in the Schedule, the cost of the work included in such items will be held to be spread over and included in the prices given in the other items of work.

A11.3 The short descriptions of the items in the Schedule are for identification purposes only. The Special Conditions of Contract and Specifications shall be read in conjunction with the Schedule. In so far as these documents have any bearing, they shall be referred to for details of the description, quality, and test of plant and material used, and the workmanship, conditions, obligations, liabilities and instructions generally which shall be complied with in carrying out the Contract. The cost of complying with all conditions, obligations and liabilities described in the contract documents including profit, shall be deemed to be included in the rates quoted by the Contractor in the Schedule of Quantities and Prices.

## A.12 PROTECTION FROM STORMS AND FLOODS:

The sum allowed for in the Schedule of Quantities shall be deemed to be full compensation for any damage to the works due to storms, rains, floods, storm-water or subsurface water.

Under no circumstances shall the **Contractor** be entitled to any additional payment in this regard. The **Contractor** shall accept full responsibility and costs to handle water from any source on site.

## A.13 VALUE-ADDED TAX

Value-added tax in terms of the Value-added Tax Act No. 89 of 1991 should not be included in the tendered rates. Provision is made in the Schedule of Quantities and Prices for the lump addition of Value-added Tax.

## A14 SITE MEETINGS

- A14.1 The Contractor shall attend site meetings when required. These meetings will be held under the chairmanship of the Technical Officer or his/her deputy. When sub-contractors are required to attend, the Contractor shall ensure their attendance.
- A14.2 An inaugural site meeting, under the chairmanship of the Technical Officer, will be held at the work site. The attendance of this meeting is compulsory by the Contractor and ALL his staff who will be working on the site. During this meeting, the Contractor and his staff will receive instruction from a Transnet Safety Officer Representative regarding:-
- the specific hazards, safety, health and environment rules for Transnet Freight Rail premises and
  - on-site instructions regarding Risk Assessment, action plans to mitigate risks, introduction to key personnel and substance abuse testing
- A14.3 If for any reason the Contractor changes his staff, the new staff, before they enter on to the worksite, MUST undergo an induction session conducted by a Transnet Safety Officer Representative.
- A14.4 Site meetings, will be held once a week as arranged with the Technical Officer and are to be attended by the Technical Officer and the Contractor.

## A15 SITE BOOKS

- A15.1 The Contractor shall provide a **site instruction book and a daily site diary (both in triplicate) as well as a Safety File at the site** as directed by the Technical Officer for the duration of the contract.
- A15.2 The site instruction book shall only be used by the Technical Officer or his/her deputy and will be used for the issuing of instructions to the Contractor.
- A15.3 The Contractor shall complete the daily site diary and a detailed description of the work done shall be recorded on a daily basis. Neither of the books shall be removed from the site without the permission of the Technical Officer or his/her deputy.
- A15.4 Upon the completion of the contract, both books are to be handed in to the Technical Officer and both become the property of Transnet Freight Rail. +

**A.16 INFORMATION TO BE PROVIDED WITH TENDER**

- A16.1 A full description of the material, plant and equipment to be used by the Contractor for all aspects of the work required to ensure standard as specified.
- A16.2 Whether the tenderer intends to work on Saturdays, Sundays or statutory holidays or is prepared to work on such days if required to do so by Transnet Freight Rail.
- A16.3 Proof of inspection of all sites on the enclosed Site Inspection Certificate.
- A16.4 An undertaking that all plant and equipment will be ready for operation and that the work can commence timeously, to comply with requirements of the contract.
- A16.5 The contractor must indicate whether he/she intends using sub-contractors. No sub-contractors will be allowed on site without the prior permission of the Technical Officer.

**A.17 SAFETY REQUIREMENTS:**

**1. High voltage electrical equipment :**

- 1.1. The attention of the **Contractor** is drawn to the possibility of "live" electrical overhead wires or buried cables in the area covered by the contract and the danger of coming into contact with such wires. All personnel under the control of the **Contractor** shall be made aware of the danger of "live" electrical wires and cables before commencement of the work
- 1.2. The **Contractor** shall comply with all requirements of the **E7/1 (July 1998)** Specification. In particular the **Contractor** shall not be allowed to drive or move mobile equipment on or over the ballast and track-work unless the Technical Officer grants suitable permission and proper methods are employed.
- 1.3. **Protection:** The Contractor shall provide all protection functions at the work area as required by the Technical Officer and according to the rules and regulations as stipulated in the **Infrastructure Safety Guidelines, page 51 to 72.**  
The **Contractor** shall be liable for costs incurred by Transnet as a result of failure on the part of the **Contractor** or his personnel, to observe any safety and security regulations of Transnet regarding the entry of personnel into all sites. Transnet will determine such costs.

**2. Prior to the start of the contract the contractor is required to do a risk assessment of each task and to provide a safety plan to address these risks. A copy thereof must be kept on site with the Site Diary and the Safety file.**

- 2.1. This safety plan is to be provided and implemented by the contractor before the work commences.
- 2.2. Provision must be made in the safety plan for the following risks:
  - Working adjacent to passing trains.
  - Transporting of material and workers to and from work site.
  - Loading and off-loading of equipment and material.
  - Working close to Overhead Traction Equipment.
  - Electrical shock.
  - Uneven surfaces.
  - Blue asbestos.
  - Level Crossing Awareness of Operators and Drivers.
  - No work may be performed within 3 (three) metres of the railway line without adequate Transnet supervision and protection.
- 2.3 The contractor is to provide all personal protection equipment (PPE) in relation to the risk and type of work to be executed.

- 2.4 Before the contractor may start any work, he and his entire team will be required to attend a OHTE awareness training.
- 2.5 The Supervisors to do Competency training for 3 days. Training will be provided by Transnet but traveling and accommodation expenses are for the contractor's account.
- 2.6 Safety Induction training for the contractor team will be given by a designated Transnet Safety representative before the contact start. Any new workers that join the team at a later stage will also be required to receive this training.
- 2.7 The Contractor will be fully responsible to provide all Safety measurers deemed necessary to safe guard his/her personnel for the safe completion of the work under contract.
- 2.8 The contractor or his supervisor will be responsible to hold a Safety Talk every morning before work commences. He will also be responsible to notify CTC each morning to inform them where his team will be working on that day.
- 2.9 The contractor is to have available a suitable first Aid Kit on site at all times.
- 2.10 All workers shall work as a team in one area in the Transnet reserve.
- 2.11 The contractor shall provide a cell phone, in good working order and with sufficient airtime, to his team leader to be available on site at all times.
- 2.12 No open fires are allowed on Transnet property.

#### **A.18 TECHNICAL REQUIREMENTS AND EXPERTISE :**

1. The **Contractor** shall have a qualified **site agent/supervisor**, conversant with similar civil engineering practices, in his employment. The Contractor must furnish the name and qualifications of the site agent/supervisor with his tender.
2. The **Contractor** shall have a suitably qualified supervisor in charge of the contract work. The name and qualifications of the supervisor together with full details of their experience in this field of work must be furnished with the tender.
3. The **Contractor** shall have a minimum of 1 suitable qualified person for the exclusive use as **protection staff** per work site under occupation conditions. The protection staff has to be trained and certified by a Transnet Track Inspector. Transnet reserves the right to test the protection staff at random to ensure that they are working safely and correctly according to the stipulated rules and regulations.

**FAILURE TO COMPLY WITH SUB CLAUSES A.18.1 TO A.18.3 WILL AUTOMATICALLY DISQUALIFY THE TENDERER.**

4. The **Contractor** shall note that all members of Transnet's personnel associated with the contract project are responsible for inspection only and will not render any assistance except at the instruction of the Technical Officer.

#### A.19 TIDINESS AND CLEARING OF SITE

The Contractor shall keep the site tidy at all times and remove all old material such as rubble, off-cuts, demolished material, surplus material and carry away and dump or store onto or at an approved site.

A permit must be obtained from the Municipalities to transport material on their roads, when required. ( If applicable)

On completion of the **WORKS**, the Contractor shall clear the site of all leftover items of material, rubble, etc. to the satisfaction of the Technical Officer.

#### A.20 EXISTING SERVICES:

The **Contractor** shall take all reasonable precautions to protect existing services during construction and during relocation of such services.

Any pipe, cable, conduit or other services of any nature whatsoever indicated to the **Contractor** and subsequently damaged as a result of the **Contractor's** operations, shall be repaired and reinstated forthwith by the **Contractor** or by the Authority concerned, all at the expense of the **Contractor** and to the satisfaction of the Technical Officer.

Whenever unknown services are encountered which interfere with the execution of the Works and which require to be moved and relocated, the **Contractor** shall advise the Technical Officer, in writing within 24 hours of such encounter, and the Technical Officer will determine the extent of the work, if any, to be undertaken by the **Contractor** in removing, relocating and reinstating such services.

Any work required to be undertaken by the **Contractor** in the moving and relocation of unknown services for which no provision is made in the contract documents, or for which no applicable tender rates exist, will be dealt with according to Clause A12 hereto.

The sum allowed for in Schedule of Quantities shall be deemed to be full compensation for the location and protection of existing services.

#### A.21 DAMAGE TO ADJOINING PROPERTY

The Contractor shall ensure that no damage occurs to adjoining property.

The Contractor shall negotiate with the property owner(s) for permission to work on their land for the purpose of carrying out the work (if necessary). The Contractor shall ensure that his workmen do not abuse any permissions granted by adjoining property owners allowing them on to their property for the execution of the works.

**TRANSNET**



freight rail

**TRANSNET LIMITED**

(REGISTRATION NO.1990/000900/30)  
TRADING AS TRANSNET FREIGHT RAIL

TENDER/CONTRACT NO. \_\_\_\_\_

**Construction of Access Concrete Staircases to Signalling  
Equipment/Apparatus Cases next to Railway at a cutting close to Kilo 3.0356  
on the De Aar – Beaufort West line**

**SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS**

**PART B – PROJECT SPECIFICATION**

**B.1 GENERAL**

This specification covers **Construction of two Access Staircases to Signalling Equipment/Apparatus Cases next to Railway at a cutting close to Kilo 3.0356 on the De Aar – Beaufort West line in the geographical area controlled by the Depot Engineer, Kimberley South**, hereinafter referred to as the "Works", and any other work arising out of or incidental to the above, or required of the Contractor for the proper completion of the Works in accordance with the true meaning and intent of the contract.

- B1.2 This part covers the techniques, required standards of workmanship, inspections, measurement, payment, and acceptability of the works in respect of constructing the concrete staircases as required in terms of the contract.
- B1.3 The ways and means by which the above-mentioned results are obtained are the responsibility of the Contractor. Transnet Freight Rail, however, shall have the right to monitor the materials and activities of the Contractor to ascertain that all procedures are in accordance with his/her tender and relevant legislation. Such right of monitoring shall be entirely without prejudice to Transnet Freight Rail and shall in no way relieve the Contractor of his/her responsibility for satisfactory construction of staircases .
- B1.4 Failure to comply with the minimum standard proposed by the Contractor in his/her tender may form the basis for non-payment for work done, pending the standard as defined and/or termination or cancellation of the contract.

The performance due by the Contractor shall include any work arising from or incidental to the above or required of the Contractor for the proper completion of the contract in accordance with the true meaning and intent of the contract documents.

**B.2 STANDARD SPECIFICATIONS**

In so far as they can be applied and where they are not inconsistent with the terms of this specification, the following specifications shall be regarded as being embodied in this specification:

1. Concrete (Small works) – SABS 1200GA :1982
2. Section D: Earthworks – SANS 1200D :1988
3. Concrete Works (Minor Works) – SANS 2001 – CC2
4. Determination of Setting times – SANS 50196 – 3
5. Aggregate for concrete – SANS 1083

26



700 mm high steel rods (R – bars) must be erected vertically as reinforcing structures before the PVC pipes are installed. After this, the pipes must then be filled with concrete to make the handrails stronger. This item covers all labour, plant and material.

## **B6 STANDARDS OF WORKMANSHIP**

B6.1.1 The construction of staircases is to be neatly finished and is to be constructed as per specifications as stated in the Concrete Specifications.

B6.1.2 Concrete to be cured and all moulds to be erected as per staircase allocated size

### **B6.1 OVERALL STANDARD**

B6.1.1 The overall standard to be achieved by the Contractor over the contract area, defined as "Overall Standard", will be determined visually by the Technical Officer

B6.1.2 The minimum percentage of the total work that shall comply with the standard shall be 90%. This measurement will be applicable for each inspection carried out during the term of the contract.

B6.1.3 Failure by the Contractor to achieve the standard of "Overall Standard" shall enable the Project Manager to terminate the Contract.

## **B7 PERFORMANCE MONITORING, EVALUATION AND MEASUREMENT**

B7.1 The Contractor shall at all times be responsible for supervision of the work and for follow-up inspections. He/she shall immediately take appropriate remedial action in areas where the specified standards are not achieved.

B7.2 The Technical Officer or his/her deputy shall at any time during the operation carry out inspections of the Contractor's performance methods and procedures. The Technical Officer may order the Contractor to redo entire sections where necessary.

B7.3 The Technical Officer or his/her deputy shall, during the contract period, carry out weekly inspections of the work for the purpose of measuring progress and evaluating whether standards, as defined, has been achieved.

B7.3.1 During each of these inspections the progress of all completed work will be measured and evaluated. Any portion of the fence measured, which does not comply with the specified standard, will be recorded as rejected work.

All completed work must be recorded on an inspection sheet and produced to the Technical Officer or his duly authorised representative on the day of inspection. All such workmanship shall be to the satisfaction of the Technical Officer or his duly authorised representative.

B7.4 Should, at any stage in the progress of the said works, or on completion, an inspection visit reveal any defects in the construction, all rejected work shall be rectified prior to the commencement of the work of following week by the **Contractor** at his own expense and to the satisfaction of the Technical Officer or his duly authorised representative.

B7.5 In the case where the Technical Officer or his/her deputy and the Contractor fail to agree on rejected work, the rejected work shall be recorded as a "disputed work". The Contractor shall prepare an appropriate record of all disputed work in order that such disputes may be resolved by way of the disputes resolution procedures.

B7.6 The Project Manager reserves the right to forego any inspection by giving the Contractor written notice of his/her intention to do so. Should the Project Manager decide to forego any inspection, he/she would thereby indicate that he/she is satisfied with the standard of workmanship required for that specific inspection only. He/she would then make full payment to the Contractor to the value associated with that inspection.

The fact that the Project Manager may decide to forego any inspection at his/her discretion does not imply that further inspections would not be carried out. It only implies that for that inspection, the Project Manager is satisfied with the standard achieved and will not penalise the Contractor for that inspection.

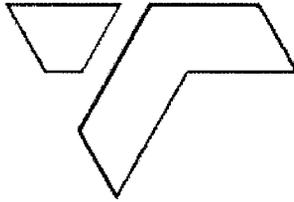
The Contractor shall at his cost make good to the satisfaction of the Technical Officer all defective material and workmanship which is not in accordance with the Contract and which may appear within a period of 2 weeks after the date stated in the CERTIFICATE OF COMPLETION, and shall repair all damage caused thereby.

**B8 MEASUREMENT AND PAYMENT:**

The payment of staircases shall be made once the Technical Officer is convinced that the construction of staircases is complete and constructed according to specifications. Tendered rates should include supply and delivery of all materials for the Construction of Concrete Staircases including all other works that are necessary. Site clearance, construction, and all other activities necessary for the completion of the works are all to be included in tendered rates. Payment for the work completed will be made upon receipt of an invoice from the Contractor.

**"PREVIEW COPY ONLY"**

# TRANSNET



**LIMITED**

(REGISTRATION NO.1990/000900/06)

**TRADING AS TRANSNET FREIGHT RAIL**

**TENDER No.**

**SCHEDULE OF PLANT**

Schedule of major plant and equipment to be used in the execution of this contract in terms of the Contract Conditions and specifications. The tenderer must state which plant is immediately available and which will have to be acquired.

(i) Plant immediately available for work tendered for :

---

---

---

---

---

(ii) Plant on order and which will be available for work tendered for :

---

---

---

---

---

(iii) Plant to be acquired for the work tendered for :

---

---

---

---

---

Date \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Tenderer(s)

**"PREVIEW COPY ONLY"**

**TRANSNET**



freight rail

**TRANSNET LIMITED**

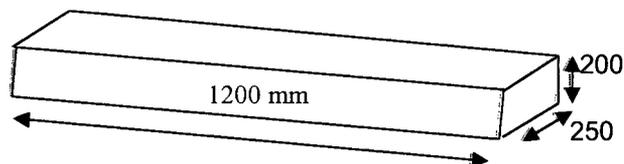
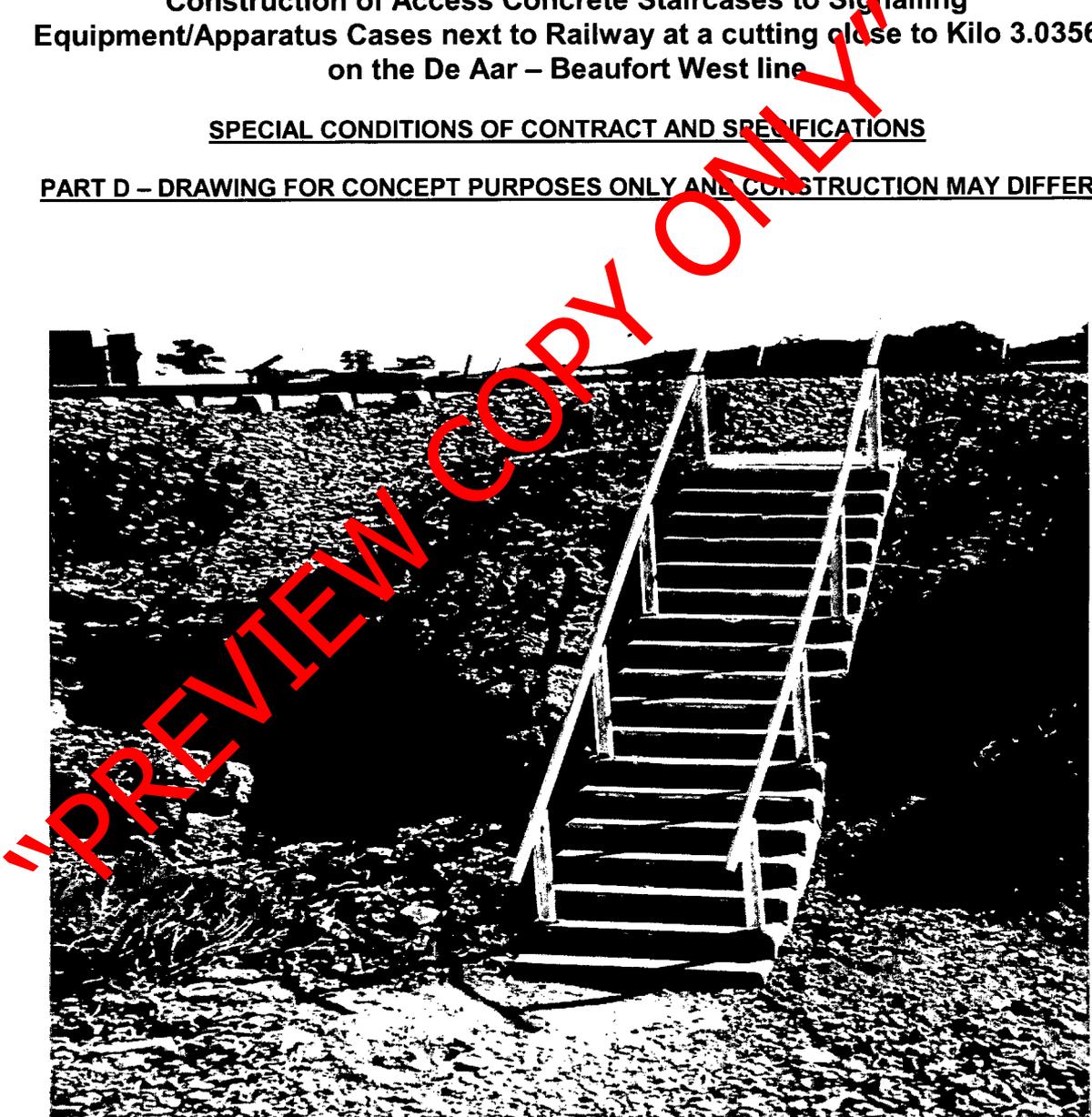
(REGISTRATION NO.1990/000900/30)  
TRADING AS TRANSNET FREIGHT RAIL

TENDER/CONTRACT NO.

**Construction of Access Concrete Staircases to Signalling  
Equipment/Apparatus Cases next to Railway at a cutting close to Kilo 3.0356  
on the De Aar – Beaufort West line**

**SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS**

**PART D – DRAWING FOR CONCEPT PURPOSES ONLY AND CONSTRUCTION MAY DIFFER**



**Staircase size : 1200 x 250 x 200mm each layer**

TRANSNET



freight rail

**TRANSNET LIMITED**

(REGISTRATION NO.1990/000900/30)  
TRADING AS TRANSNET FREIGHT RAIL

TENDER/CONTRACT NO.

Construction of Access Concrete Staircases to Signalling  
Equipment/Apparatus Cases next to Railway at a cutting close to Kilo 3.0356  
on the De Aar – Beaufort West line

**PART C – SCHEDULE OF QUANTITIES AND PRICES**

Clause	Project Details	Unit	Quantity	Rate	Amount
	Preliminary & General	sum	1		
A.17	Risk & Safety	sum	1		
B4.1.1	Excavation & Preparation	sum	1		
B4.1.2	Formwork (Installation of Shutters)	sum	1		
B4.1.3	Installation of Reinforcement	sum	1		
B4.1.4	Casting of concrete	sum	1		
B4.1.5	Backfilling & Compacting around step area	sum	1		
B4.1.6	Installation of Handrails	sum	1		

Total

Price in Words:

SEE PAGE 9

(Excluding VAT)

In the event of any discrepancy, the amount in words will take precedence over the amount in figures.

**TRANSNET**



freight rail

**TRANSNET LIMITED**

(REGISTRATION NO.1990/000900/30)  
TRADING AS TRANSNET FREIGHT RAIL

TENDER/CONTRACT NO. ??????

**Construction of Access Concrete Staircases to Signalling  
Equipment/Apparatus Cases next to Railway at a cutting close to Kilo 3.0356  
on the De Aar – Beaufort West line**

**PART E – SCHEDULE OF RETURNABLE DOCUMENTS**

**In addition to the Returnable Documents listed, the contractor is to include ALL the documents (duly completed) as listed below with his tender:**

Description
Tender Form
Resolution of Board of Directors
Clause 5 – E.4E (August 2006) – Health Plan
Annexure 1 – E.4E (August 2006) – Notification of Construction Work
Annexure 1 – E.4E (August 2006) – Notification of Construction Work – Team Size
Annexure 2 – E.4E (August 2006) – Appointment of Competent Person
Annexure 2 – E.4E (August 2006) – Acceptance by Competent Person
Annexure 3 – E.4E (August 2006) – Declaration
Annexure 4 – E.4E (August 2006) – Acknowledgement of Receipt
Clause A.16 – E.4E – Schedule of Plant
Sections 37 (1) and (2) OHS Act 85 of 1993
<b>E.4B – TEMPORARY FACILITIES FOR CONTRACTOR'S PERSONNEL</b>
Schedule of Quantities and Prices
Tax Clearance Certificate (Expiry Date)
Letter of good standing from Compensation Commissioner
Completed Supplier Declaration Form (SDF) – with all relevant documentation
BBBEE Certificate and detailed scoreboard, or letter from Bookkeeper if less than R5m pa