

TRANSNET FREIGHT RAIL, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as Transnet]

REQUEST FOR QUOTATION [RFQ] No BFX/53062

FOR THE PROVISION OF : EXTERIOR PAINTWORK TO MESS (ASSET NO. 02AM253B) LOCO, BLOEMFONTEIN

ISSUE DATE : 25 JULY 2014
CLOSING DATE : 19 AUGUST 2014
CLOSING TIME : 10:00
FORMAL BRIEFING : 6 AUGUST 2014 AT 11:00 - A COMPULSORY PRE-QUOTATION SITE MEETING AND/OR BRIEFING SESSION WILL BE CONDUCTED AT TRANSNET FREIGHT RAIL, REAL ESTATE MANAGEMENT, NATHAN STREET, BLOEMFONTEIN

NOTE:

RFQ DOCUMENTS MAY BE OBTAINED ON AND AFTER FRIDAY, 25 JULY 2014 AT TRANSNET FREIGHT RAIL, SUPPLY CHAIN SERVICES, ROOM 102, 1ST FLOOR, TRANSNET ENGINEERING ADMIN BUILDING, TRANSNET ROAD, BLOEMFONTEIN

LAST DATE OF ISSUE - RFQ BFX/53062 WILL ONLY BE ISSUED UNTIL 15:00 ON FRIDAY 1 AUGUST 2014

FOR ENQUIRIES REGARDING COLLECTION OF DOCUMENTS, CONTACT GIDEON JOUBERT, TEL. NO. 051 – 408 2167 OR E-MAIL Gideon.Joubert@Transnet.net

"PREVIEW COPY ONLY"

• Rating level based on all seven elements of the B-BBEE scorecard

(a) **Large Enterprises [i.e. annual turnover greater than R35 million]:**

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

accordance with the approval granted by the Department of Trade and Industry.

(iii) Registered Auditors approved by the Independent Regulatory Board of Auditors [IRBA], in

(ii) Verification Agencies accredited by the South African National Accreditation System [SANAS]; or

from 1 October 2011 valid B-BBEE Verification Certificates must be issued by:

In compliance with the Government Gazette No 34612, Notice No. 754 dated 23 September 2011, as

all bids received exceed R1 000 000.00, the RfQ will be cancelled.

than R1 000 000.00. However, if the 80/20 preference point system is stipulated in this RfQ and

• The 80/20 preference point system applies where the acquisition of the Services will be less

be allocated 20 points.

• Proposals will be evaluated on price which will be allocated 80 points and preference which will

• In this RfQ, Transnet will apply **80/20** preference point system prescribed in the PPPFA.

and its Regulations, Respondents are to note the following:

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000

2.1 B-BBEE Scorecard and Rating

Verification Certificate. All procurement transactions will be evaluated accordingly.

same values. Transnet will accordingly allow a "preference" to companies who provide a valid B-BBEE

Programme and it would therefore prefer to do business with local business enterprises who share these

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment

2 BROAD-BASED BLACK ECONOMIC EMPOWERMENT [B-BBEE]

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.

1 RESPONSES TO RfQ

METHOD: Courier or By hand
CLOSING VENUE: The Secretariat
 Acquisition Council
 Admin Support Office
 Tender Box
 Office No. 2
 Real Estate Management Building
 Austen Street, Beaconsfield
 Kimberley (Contact person: Maggie Pain Tel. 053-838 3341)

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

NOTICE TO BIDDERS

Section 1

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

7 CHANGES TO QUOTATIONS

and local laws and regulations.

The successful Respondent shall be in full and complete compliance with any and all applicable national

6 LEGAL COMPLIANCE

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

5 VAT REGISTRATION

this document with the RFQ submission may result in disqualification.

The Respondent's original valid Tax Clearance Certificate must accompany the Quotation. Failure to provide

4 TAX CLEARANCE

Email Maggie.Pain@Transnet.net

Telephone 053 838 3341

Chain Services, Admin Support on any matter relating to its RFQ response:

(c) Respondents may also, at any time after the closing date of the RFQ, communicate with Supply

Email: Gideon.Joubert@Transnet.net

Name: Gideon Joubert

the RFQ to the following Transnet employee:

(b) A Respondent may, however, before the closing date and time, direct any written enquiries relating to

respect of this RFQ between the closing date and the date of the award of the business.

by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in

(a) Respondents are warned that a response will be liable for disqualification should any attempt be made

3 COMMUNICATION

[Refer clause 18 below for Returnable Documents required]

result in a score of zero being allocated for B-BBEE.

N.B. Failure to submit a B-BBEE certificate, which is valid as at the Closing Date of this RFP, will

score based on an entity's B-BBEE scorecard rating.

Transnet will accordingly allocate a maximum of **20 [twenty] points** to the Respondent's final

EMEs].

as stipulated above in respect of Large Enterprises and QSEs, or a valid certificate in respect of

Respondents are required to furnish proof of the above to Transnet. [i.e. a valid detailed scorecard

ownership, B-BBEE status level and validity date.

by SANAS. The certificate must confirm the company's turnover, black ownership / black female

letter) from an auditor or accounting officer or a certificate from a Verification Agency accredited

Sufficient evidence to qualify as an EME would be a certificate (which may be in the form of a

qualify as B-BBEE Level 3

• Black ownership greater than 50% or Black Women ownership greater than 50% automatically

• Automatic rating of B-BBEE Level 4 irrespective of race or ownership

with an annual total revenue of R 5 million or less qualifies as an EME.

In accordance with B-BBEE Codes of Good Practice [Statement 000, Section 4], any enterprise

(c) **Exempted Micro Enterprises – EME** [i.e. annual turnover less than R5 million]:

• Rating based on any four of the elements of the B-BBEE scorecard

(b) **Qualifying Small Enterprises – QSE** [i.e. annual turnover between R5 million and R35 million]:

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.

DATE OF BREACH:

NATURE OF BREACH:

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

I/we do hereby certify that I/we have been found guilty of a serious breach of law during the past 5 [five] years: **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.

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 below whether or not they have been found guilty of a serious breach of law during the past 5 [five] years:

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

12 DISCLAIMERS

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

11 BINDING OFFER

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

10 NEGOTIATIONS

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

9 PRICES SUBJECT TO CONFIRMATION

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

8 PRICING

13 EVALUATION CRITERIA

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

- **Administrative responsiveness** - Completeness of response and returnable documents
- **Substantive responsiveness** – Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given
- Weighted evaluation based on 80/20 preference point system as indicated in paragraph 2 above :
 - Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts' will be critical
 - 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 below:

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

14 VALIDITY PERIOD

Transnet desires a validity period of 90 [ninety] days from the closing date of this RFQ. This RFQ is valid until _____.

15 BANKING DETAILS

BANK: _____
 BRANCH NAME / CODE: _____
 ACCOUNT HOLDER: _____
 ACCOUNT NUMBER: _____

16 COMPANY REGISTRATION

Registration number of company / C.C. _____
 Registered name of company / C.C. _____

17 DISCLOSURE OF PRICES QUOTED

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

YES NO

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 mandatory Returnable Documents by so indicating [Yes or No] in the table below:

Submitted [Yes or No]	Returnable Documents
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	SECTION 1 : Notice to Bidders
-	Valid B-BBEE Verification Certificate [RSA 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 [RSA 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
	SECTION 2 : Quotation Form
	SECTION 3 : Vendor Application Form
-	Original cancelled cheque or bank verification of banking details
-	Certified copies of IDs of shareholder/directors/members [as applicable]
-	Certified copy of Certificate of Incorporation [CM29/CM9 name change]
-	Certified copy of share certificates [CK1/CK2 if C.C.]
-	Entity's letterhead
-	Certified copy of VAT Registration Certificate [RSA entities only]
-	Certified copy of valid Company Registration Certificate [if applicable]
-	Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]
-	Special Conditions Civil Work
-	Specifications per item Annexure A
-	Contractor Tender price list Annexure B
-	Form E,4E Transnet (Jan 2004) Safety arrangements and Procedural compliance with the Occupational Health and Safety act (Act 85 of 1993 and applicable

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

ADDITIONAL DOCUMENTS	SUBMITTED [Yes or No]
- Letter of Good Standing	

**Section 2
QUOTATION FORM**

I/We

herby 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 [Section 3 hereof]; and
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

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

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

Price Schedule

I/We quote as follows for the service required, on a "delivered nominated destination" basis, excluding VAT:

See Contractor Tender price list Annexure B

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.

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Section 3
VENDOR APPLICATION FORM



Transnet Supplier Declaration/Application

The Financial Director or Company Secretary

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

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

NB:

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

IMPORTANT NOTES:

- a) If your annual turnover is less than R5 million, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership and black female ownership in the company AND/OR BBBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), should you feel you will be able to attain a better BBBEE score.

- b) If your annual turnover is between R5 million and R35million, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status.
- NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).

- c) If your annual turnover is in excess of R35million, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.
- NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).

- d) To avoid PAYE tax being automatically deducted from any invoices received from you, you must also contact the Transnet person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.

- e) Unfortunately, No payments can be made to a vendor until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.

- f) Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products in order that he/she should complete and internal Transnet Departmental Questionnaire before referring the matter to the appropriate Transnet Vendor Master Office.

Regards,

Transnet Vendor/Supplier Management, Contact person Carol tell: 021 940-3846 fax 021 940-3883.

Respondent's Signature

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
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	
National		Provincial	
Local		Private	
No		Yes	
Does Your Company Have A Tax Directive Or IRP30 Certificate			
Is Your Company A Public Or Private Entity			
Main Product Or Service Supplied (E.G.: Stationery/Consulting)			
BEE Ownership Details			
% Black Ownership		% Black women ownership	
% Disabled persons ownership			
Does your company have a BEE certificate			
Yes		No	
What is your broad based BEE status (Level 1 to 9 / Unknown)			
Permanent		Part time	
How many personnel does the firm employ			
Transnet Contact Person			
Contact number			
Transnet operating division			
Duly Authorised To Sign For And On Behalf Of Firm / Organisation			
Name		Designation	
Signature		Date	
Stamp And Signature Of Commissioner Of Oath			
Name		Date	
Signature		Telephone No.	

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

Transnet Vendor/Supplier Management .Contact person Carol tell: 021 940-3846 Fax 021 940-3883

Respondent's Signature

Date & Company Stamp

SIGNATURE OF RESPONDENT

SIGNATURE OF WITNESS

SIGNED at _____ on this _____ day of _____ 20____

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.

DATE OF BREACH:

NATURE OF BREACH:

Where found guilty of such a serious breach, please disclose:
disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences.
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

I/We

NAME OF ENTITY:

BREACH OF LAW FORM

Section 4

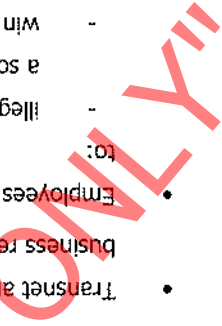
Anonymous" Hot line to report these acts [0800 003 056].

There may be an occasion when a Supplier is confronted with fraudulent or corrupt behaviour by a Transnet employee. We expect our Suppliers to use our "Tip-offs

- gain an improper advantage.
- stakeholders involved in sourcing decisions; or
- win or retain business or to influence any act or decision of any decision a sourcing activity;
- illegally influence their judgement or conduct or to ensure the desired outcome of

Employees must not accept or request money or anything of value, directly or indirectly,

Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions and payments to our Suppliers.



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

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.

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

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

- The Transnet Supply Chain Policy
- Section 217 of the Constitution - the five pillars of Public PSCM [Procurement and Supply Chain Management]: fairness, equity, transparency, competitiveness and cost effectiveness;
- The Public Finance Management Act [PFMA];
- The Broad-Based Black Economic Empowerment Act [B-BBEE], and
- The Prevention and Combating of Corrupt Activities Act.

understand and support. These are:

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

SUPPLIER CODE OF CONDUCT

Section 5

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

- Transnet employees having a financial interest in a bidding entity
 - business associates have an interest
 - Transnet employees awarding business to entities in which their family members or ability to act in the best interests of Transnet. Examples include, but are not limited to:
- 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:
- Conflicts of interest**

- 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.
- harassment, intimidation or other aggressive actions towards Transnet employees.
- corrupt activities listed above; and
- ownership, financial situation, B-BBEE status];
- failure to disclose accurate information required during the sourcing activity [e.g. collusion;
- intellectual property rights];
- misrepresentation of their product [e.g. origin of manufacture, specifications, activities. These include, but are not limited to:
- Transnet cannot control the actions of our Suppliers, we will not tolerate any illegal activities. Although 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:

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:

Transnet cannot control the actions of our Suppliers, we will not tolerate any illegal activities. These include, but are not limited to:

information and share mutual benefits.

Transnet's relationship with Suppliers requires us to clearly define requirements, exchange

- 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 anti-trust.
 - Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing B-BBEE spend [fronting].

TRANSNET LIMITED
(REGISTRATION NO 1990/000900/06)

trading as Transnet freight rail
(hereinafter referred to as TRANSNET)

**GENERAL BUILDING MAINTENANCE WORK TO TRANSNET FREIGHT RAIL ASSET MESS AND
OFFICE AT LOCO 02AM253B BLOEMFONTEIN**

SPECIAL CONDITIONS CIVIL WORK

Scope of work

This contract comprises the performance of general work as specified and according to attached specifications and plans as per annexure A, and B for the Civil building trades.
All work in the specification must be carried out strictly according to local and National Civil building regulations

1. Site Location:

The sites are situated at the Transnet freight rail at loco

2. This contract will consist of a contract document and letter of acceptance

DEFINITIONS: Project Manager means any person appointed by Transnet Freight Rail from time to time to supervise and take charge of the Contract.

Transnet Freight Rail is a business unit of Transnet Limited, Registration No 90/00900/06, a Company registered under the Company Laws of the Republic of South Africa.
Works means the works to be executed in terms of this contract.

3. Discrepancies in Tender:

Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. If in the Bill of Quantities there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tender's addition of prices, the total of the prices shall govern and the tenders will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices

4. Acquaintance with Contract Documents

The tenders are required to acquaint themselves with the contents of the aforesaid documents and complete the following forms:

The tenders are required to check the number of pages and should any be found to be missing or in duplicate or the figures or writing to be indistinct or should there be any doubt or obscurity as to the meaning of any particular word or phrase or descriptions or should tenders consider that any item is incorrectly or inadequately described they must inform, the Senior Buyer (SCS) of the project, at once in writing, under reference and have the matter rectified or explained as the case may be, as no liability whatsoever will be admitted by Transnet freight rail in respect of errors in a tender due to the foregoing.
No alterations, erasures or additions of any kind shall be made by the tenders, in from or to any part of this specification unless expressly required to be made by written notice and should any unauthorized alterations, erasures or additions be made, they will not be recognized by Transnet freight rail.

5. Communication and Availability:

The Contractor shall provide sufficient communication facilities including e-mail address and fax machine in order that he may be reached at any time and place during the duration of the contract.

6. Certificates of Compliance

Where required as per the by laws of any Local Authority or Municipality the Contractor will provide the necessary Compliance certificates of completed work. All Electrical work MUST have a Certificate of Compliance issued once the work is completed.

7. Competency and Qualifications
The Contractor shall also provide:

- a. Satisfactory proof of his or his staff's qualifications for the task required before Transnet will permit him/her to commence this task duty.
 - Acceptable proof of qualifications shall be:
 - i. A trade test diploma from the Department of Manpower issued at a test centre;
 - ii. A completed contract of apprenticeship;
 - iii. Proof of qualification acceptable to the Department of Manpower in the case of qualified artisans from a foreign country
 - iv. A license for water connections, if applicable;
 - v. *Plumbing work shall be done by a trained/registered plumber or under the supervision of a register plumber as require by law in the national building regulations, regulation A18 CONTROL OF PLUMBERS AND PLUMBING WORK. A certificate of Compliance must be issued as per IOPSA and the Government Notice R 1875, 31st August 1979*
 - vi. Any competency as needed and recognized by the Department of Labour.
 - vii. Proof that he is able to perform all kinds of general repair work:
 - b. If the workmanship is not of standard, albeit that the incumbent who undertakes the work is qualified as per clause 13 above, Transnet will reserves the right to ask that this incumbent be removed for doing work for Transnet.
 - c. The successful tenderer shall give a name list of his employees who shall perform the various tasks to Transnet.
- In addition to above the site contractor foreman / person in charge at the site shall have the necessary experience to do the necessary supervising and quality control of all the necessary tasks to complete the project to the satisfaction of Transnet freight rail

8. Environment
The Contractor shall, at all times, comply with the states that prohibit pollution of any kind. These states are enacted in the following legislation.

- i. The National Environmental Management Act, 107/1998;
- ii. The Environmental Conservation Act, 73/1989; and
- iii. The National Water Act, 36/1998
- iv. The Construction Regulations GN 1010 (Act 85)

The Contractor shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the Contractor was negligent and caused any form of pollution the damage shall be rectified at the Contractor's cost.

9. Transnet Specifications (Enclosed)

- a. Occupational Health & Safety Act 85 (of 1993)
The contractor shall comply with the Occupational Health & Safety Act, 1993 (Act 85 of 1993).

10. Handing over of Site

No work will commence on any individual project before the site has been officially handed over by the project manager by means of a written site hand over document and instruction in the Site Instruction Book.

11. Sub-contractor

The Contractor shall not assign his obligations under the contract, nor subject the contract work. Where specialized work or part thereof is required the contractor can use a sub contractor with the consent of the Transnet freight rail Project Manager. Specialized work will include Vertical blinds, carpets, tinting of window panes. Breach of this condition will entitle Transnet to cancel the contract forthwith.

12. Price structure and payment

17. Instructions to the contractor and Site records instructions to the Contractor shall be confirmed in writing and only requests that are received in writing,
- e. The Contractor shall uncover any parts or parts of the work or make openings in or through the same as the Project Manager may from time to time direct and shall reinstate and make good such parts to the satisfaction of the Project Manager. The Contractor's costs for the reinstating shall be borne by the Contractor.
- d. The Contractor shall give due notice to the Project Manager whenever such work is ready or about to be ready for examination. The Project Manager shall without unreasonable delay, examine and or measure such work as required.
- c. No work shall be covered up or put out of view without the approval of the Project Manager. The Contractor shall afford full opportunity for the Project Manager to examine and measure any work, which is about to be covered up or put out of view before permanent work is place thereon.
- b. Should at any stage in the progress of the said works, an inspection visit or test reveal any defects due to improper materials or workmanship or any other fault or neglect on the part of the Contractor, such defective materials or workmanship shall immediately be replaced or remedied by the Contractor at his own expense and to the entire satisfaction of the authorized representative.
- a. During the progress of the contract, all materials used and all work being undertaken by the Contractor shall be subjected to periodic inspections.
16. Inspection of work
15. Supervision
 Transnet Real Estate technical manager will delegate a responsible person (Project manager) to take control of the supervision and management of the contract. The contractor shall only respond to these incumbents that have been appointed in writing any instruction that is not given via the delegated managers will be null and void.
14. Advertising rights & Trading
 a. The Contractor acknowledge that he is acquainted with the provisions of section 14(2) of the Merchandise Marks Act of 1941, in terms of which he is prohibited from advertising the fact that he is a Contractor to Transnet unless the written authority of Transnet thereto has first been obtained. Transnet reserves all advertising rights on Transnet's property.
 b. The Contractor shall not trade on Transnet's property.
13. Retention:-
 Transnet will retain 10% of the value of the civil work for a period of 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.
- a. Payments shall be made (within 30 days of receiving of invoice by finance in Johannesburg) when work is completed, (minus retention money), and in accordance with the Schedule of Rates and Prices.
 Payments will be paid for each particular project once completed. If the working period in the project is longer than one month a progress payment may be made. This will be a part payment for the work completed on the date of measurement
 No payment will be made for material on site.
- b. The invoiced amount payable to the Contractor shall be the sum of the charges as agreed and set out in the Schedule of Rates and Prices of each individual project and as approved on the acceptance letter for the project.

(By Fax) or written in the recognized Site Instruction book will be accepted for payment.

- a. Site Diary
The Contractor shall provide a diary (A5 or bigger), in triplicate to record ALL day-to-day work done, weather conditions, staff on site and incidents that could occur during the contract period. This includes weather, number of workers on the site, incidences that have occurred and what work is to be done on that day. These records shall be used to enable the parties to determine exactly how many hours per day (including overtime) the Contractor and his staff have been working on a particular project
- b. Site Instruction Book
The Contractor shall provide a site instruction book (A5 or bigger), in triplicate for the project manager to place all instructions that are needed to compliment the specifications and drawings and any other instruction that may affect the cost of the work. For each project.

18. Program & Planning of the work:

The contractor shall provide to the Project Manager with a detailed plan of how he intends to do the work. This plan must be to the requirements of the operation of Transnet freight rail with minor disruptions as no delays must be allowed for in this regard. The program must be agreed to (in the site instruction book) before any work will be allowed to commence. The program can be in a form of a part (bar) chart and will be used as a guide to measure progress of the work.

19. Additional work
No work will be recognized for additional payment unless it has been asked for and a variation order approved and the VO recorded and signed by the Project Manager in the aforesaid book.

20. Electricity supply and water supply

Electricity may be made available to the Contractor. The contractor must adhere to the safety standards as per the General Safety Regulations, Electrical Machine Regulations, Electrical Installation Regulations of the Health and Safety Act, (Act 85 of 1993) and SABS 0142.

Water may be made available for the purpose of construction of the works only. The water shall be used conservatively and if not, this privilege shall be removed and the water shall be metered, and the cost of the metered water shall be borne by the Contractor as well as all charges as entertained by Transnet. The Contractor must supply all connections, hoses, etc., as necessary.

21. Access to site, store for contractor material equipment and Transnet staff occupying buildings

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

The contractor will provide his own portable store facilities, the store appearance shall be subject to the approval of the Transnet project manager. The location where the store may be placed shall be showed to the contractor by the Transnet freight rail Project manager and the store may only be placed at this approved location.
All debris and materials removed from the building shall be safely and neatly stacked at an approved location and the area shall be cordoned off with barrier tape.
The contractor is responsible for the safe keeping of all his material and equipment on site, the contractor can have two staff members on site 24 hours 7 day a week to protect his material and equipment, these staff members will act as security and will not be allowed to sleep, wash or cook food on the Transnet premises.
The Building will not be occupied during the renovations. The labour required to move any furniture, in the same room, if necessary is to be included in all items.

22. Security

A list of names of workmen shall be given to the manager to arrange for the necessary permits. A 48 Hours minimum notice is necessary for processing these permits. This includes changes to staff

during the contract period. The contractor shall also provide each of his workers with a laminated identification card. On the front of the card must be the contract business name and a photo of the employee. On the back of the card the following local emergency numbers shall be printed. Ambulance service, Fire department and Police.

The employee shall not be allowed on site if he does not have his identification card with him.

23. Materials found on site:
The Contractor shall not use on the works any materials found on the site without the prior written consent of the manager. No material that is lying on the site or on Transnet's property may be removed (even if deemed as scrap) by the contractor.

24. Measure of work
Contractor to check all measurements provided on work and price list before submitting quote per project. The list provided by Transnet is only a guide, contractor to inform project manager of any discrepancies in measurements and quantities before submitting quote for Project. Contractor is also responsible to do all measuring work for material needed.

25. Site meetings
Site meetings to discuss the project will be held, on a regular basis as agreed upon, between Transnet Freight Rail Project manager and the Contractor, (Relevant Sub contractors / Specialists may be requested to attend).
Progress and site inspection meetings will take place on a regular basis, once a week or as per arrangement.

26. Hire equipment
If necessary to hire abnormal equipment to do any work, the payment for the hire equipment shall be market related priced, actual invoice plus a 10% mark-up. These costs shall be included in the quote for the project. The approval of the Transnet Project manager is required before such equipment is hired.

27. Working outside normal working hours:
Normal working hours are between 07:30 and 16:00 Mondays to Fridays.
The Project manager, the contractor and Manager of the Transnet staff using the building will meet to discuss and agree if contractor requests work outside the normal hours as indicated above and on Weekends and Public Holidays. Due to security reasons this may be disallowed.

28. Safety
The Contractor shall submit a Health and safety plan before any site will be handed over for approval. The health and safety plan will cover all the projects under the contract, the health and safety plan shall include a risk assessment to cover the standard risk and safety plan to general maintenance and alteration work to buildings. As per this list

- a. Erection & dismantling and working on Scaffold
- b. Using ladders
- c. Working on sloping roof
- d. Working within a public area
- e. Hazardous chemical substances
- f. Noise
- g. Hire plant and machinery
- h. Fire fighting equipment
- i. Gas cylinders
- j. Portable electrical tools
- k. Transport staff
- l. Transport material
- m. Occupational health
- n. Welfare facilities
- o. Speed restriction
- p. Permits
- q. Occupational health and safety signage
- r. Personal protective clothing, equipment (PPE)
- s. Potential hazard situations
- t. Working at Heights of more than 3metre

Precautions to be taken: See Transnet attached E7-1 document

- U. Working Near to Electricity overhead lines
- V. Installing and replacing electrical equipment

The contractor will how ever also be responsible to do a risk assessment of each individual project and if there is any risk at an individual project that is not covered under the general risk assessment that is included in the health and safety plan the risk assessment will be included in the health and safety plan.

Contractor will have first aid box on site at every project, except if where buildings are not further than 100m from building where the first aid kit is kept.
 The first aid box shall be stocked with the equipment as per general safety regulation and the location of the first aid box will be indicated with appropriate signage

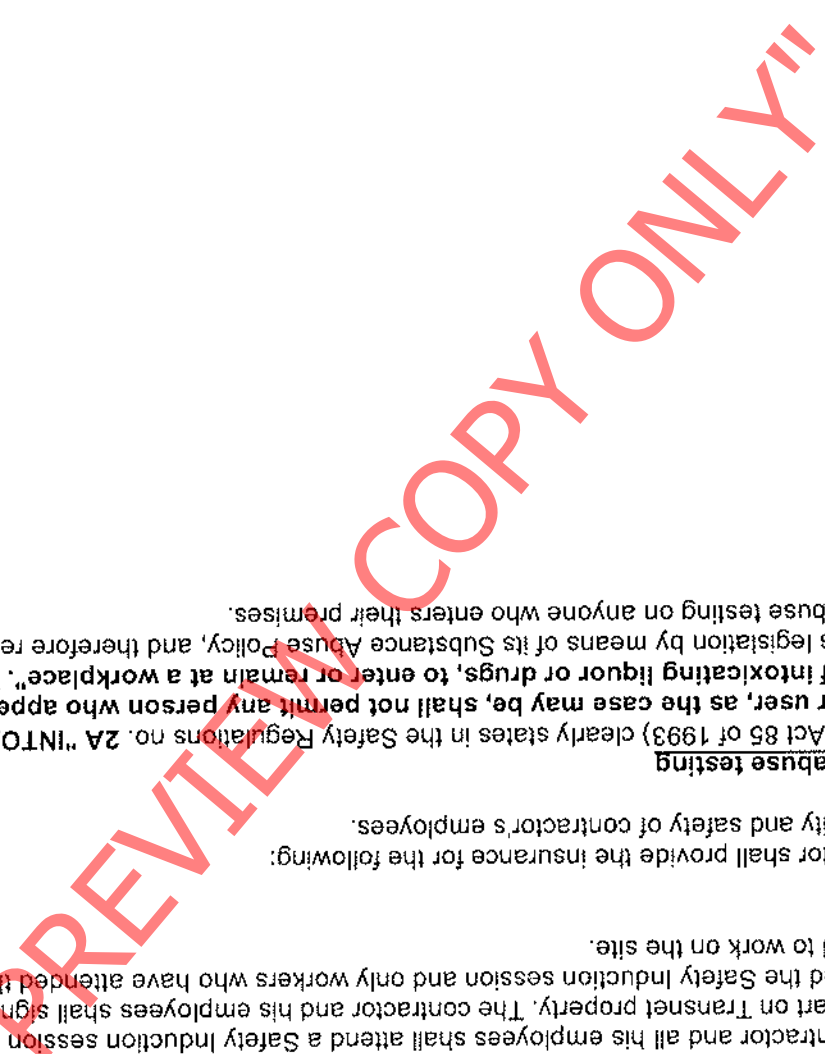
The contractor and all his employees shall attend a Safety Induction session on safety before any work start on Transnet properly. The contractor and his employees shall sign a register that they attended the Safety Induction session and only workers who have attended the session will be allowed to work on the site.

29. Insurance

The contractor shall provide the insurance for the following:
 Public Liability and safety of contractor's employees.

30. Substance abuse testing

The OSHA (Act 85 of 1993) clearly states in the Safety Regulations no. 2A "INTOXICATION" An employer or user, as the case may be, shall not permit any person who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace". Transnet Freight Rail enforces this legislation by means of its Substance Abuse Policy, and therefore reserves the right to do substance abuse testing on anyone who enters their premises.



ANNEXURE A

**BUILDING DESCRIPTION: MESS LOCO
CITY / TOWN: BLOEMFONTEIN**

TENDER NO: ASSET NO: 02AM253B

ITEM NO. SPECIFICATIONS PER ITEM.

WINDOWS INT AND EXT

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

DOORS/SECURITY GATES

248 Work description: Fit 2 lever mortise lock with handles to new door.
Mortise locks and mortise lock furniture shall comply with (SABS 4) and shall have SABS mark on each lock. Each lock shall have two keys and lock shall not have interchangeable keys. Lock and handles must fit precise and shall be straight and parallel to door. Locks and handles shall be fixed with the right type of screw for the type of lock.

271 Work description: Paint door complete, 2 coats.
Previously painted doors: Wash thoroughly with a suitable detergent to remove all dirt and rinse with clean water. Remove defective paint/varnish and repair all holes and defective places with a suitable wood filler. Sand complete door and wipe off all sanding dust with a damp cloth. Allow to dry and apply one coat universal undercoat and one coat gloss enamel paint. New doors to be painted: Sand smooth and wipe sanding dust off with damp cloth. Allow to dry and apply one coat wood primer, one coat universal undercoat and one coat gloss enamel. Allow paint to dry between coats as per specification.

272 Work description: Varnish door complete, 2 coats.
Previously varnished doors: Wash thoroughly with a suitable detergent to remove all dirt and rinse with clean water. Remove defective paint/varnish and repair all holes and defective places with a suitable wood filler. Sand complete door and wipe off all sanding dust with a damp cloth. Allow to dry and apply two coats of varnish on varnished doors. New doors to be varnished: Sand smooth and wipe sanding dust off with damp cloth. Allow to dry and apply one coat wood primer, one coat universal undercoat and one coat gloss enamel. Apply three coats varnish on doors to be varnished. Allow paint to dry between coats as per specification.

DOORFRAMES

Tenderer signature: _____

Date: _____

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

FLOORS

396 Work description: Paint floor
 Item include cleaning of floor to the satisfaction of the project manager.

ROOF

550 Work description: Seal roof / flashing against wall / seal ridging joint.
 Special precaution and care shall be taken when walking on roof not to break roof tiles, any tiles that are broken by contractor shall be replaced by contractor at his cost. Apply Ever bond or approved membrane and sealer as specified by the manufacturer. The membrane shall be at least 250 mm wide. This gives a 125mm membrane on the vertical wall and 125mm on the sloping horizontal roof. Pre-saturated type can be used for large jobs.

559 Work description: Replace decay roof timber / purlin
 Carefully take down the roofing sheets and ridging with out damaging them and store for re-use. Remove all the scrap purlin as specified from rafters and remove from site. Provide and fix new purlin to match existing purlin in size. Purlin shall be laid 50mm side on rafter. All expose faces shall be wrot. Purlin shall in addition to nails also be secured to rafters at each intersection with a single 3,2 mm diameter galvanized wire tie with ends twisted. Any timber delivered to site not bearing the grade and SABS marks as specified above must immediately be removed from site and no portion of any such delivery may be used for any purpose. No marking of timber on site will be permitted. Use only Pozzi Grip course thread and right size for corrugated roof sheets in fastening the sheeting to the wood purlin with screws shall be Zinc and Cadmium plated or galvanized M6 coach screws. Use only 26mm bonded roof washers. NOTE: Do not over-tighten screws. Drive screw until slight deformation is just visible at crest of rib.

Tenderer signature: _____

Date: _____

585 Work description: Paint roof.

The Project manager must first approve roof after cleaning, before the first coat is applied and must first approve the second 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 MANUFACTURER'S SPECIFICATIONS.

598 Work description: Paint expose roof timber purlin.
Item include cleaning by washing off all dirt. Remove all loose, chalky, flaking, peeling paint from wood, sand and wipe off sanding dust with damp cloth and leave to dry before applying paint.

599 Work description: Paint expose roof timber sprockets.
Item include cleaning by washing off all dirt. Remove all loose, chalky, flaking, peeling paint from wood, sand and wipe off sanding dust with damp cloth and leave to dry before applying paint.

FACIABARGE BOARDS

616 Work description: Paint fascia board steel/asbestos two coats

STEEL FASCIA BOARDS: Clean from rust and dirt by scraping or by means of steel wire brush, sand completely and wipe off all sanding dust to obtain perfectly clean surface. Spot prime all exposed metal surface with an approved metal primer. Apply one coat universal undercoat and one coat of gloss enamel.
CEMENT FIBRE FASCIA BOARDS WITH PAINT IN GOOD CONDITION: Clean from all dust and dirt with approved detergent and rinse with clean water. Remove all defective paint, sand completely wipe off all sanding dust with a damp cloth, spot prime all nail and screw heads and apply two coats Plascon wall and all paint of Dulux wall guard paint or approved paint for cement fibre products.
CEMENT FIBRE FASCIA BOARDS WITH PAINT IN BAD CONDITION: Remove all paint coatings back to bare surface, sand down to a smooth surface, spot prime nail and screw heads with universal undercoat and paint surfaces two coats Plascon wall and all or with two coats Dulux wall guard paint.
CEMENT FIBRE FASCIA BOARDS NEW
Clean, spot prime nail and screw heads with universal undercoat and paint surfaces two coats Plascon wall and all or with two coats Dulux wall guard paint.

Tenderer signature: _____

Date: _____ / _____ / _____

617	<p>Work description: Paint Barge board steel/Cement fibre two coats STEEL BARGE BOARDS: Clean from rust and dirt by scraping or by means of steel wire brush, sand completely and wipe off all sanding dust to obtain perfectly clean surface. Spot prime all exposed metal surface with an approved metal primer. Apply one coat universal undercoat and one coat of gloss enamel.</p> <p>CEMENT FIBRE BARGE BOARDS WITH PAINT IN GOOD CONDITION: Clean from all dust and dirt with approved detergent and rinse with clean water. Remove all defective paint, sand completely wipe off all sanding dust with a damp cloth, spot prime all nail and screw heads and apply two coats Plascon wall and all paint of Dulux wall guard paint or approved paint for cement fibre products.</p> <p>CEMENT FIBRE BARGE BOARDS WITH PAINT IN BAD CONDITION: Remove all paint coatings back to bare surface, sand down to a smooth surface, spot prime nail and screw heads with universal undercoat and paint surfaces two coats Plascon wall and all or with two coats Dulux wall guard paint.</p> <p>NEW CEMENT FIBRE BARGE BOARDS NEW Clean, spot prime nail and screw heads with universal undercoat and paint surfaces two coats Plascon wall and all or with two coats Dulux wall guard paint.</p>
684	<p>Work description: Paint wall, brick finish.</p> <p>WALLS EXTERIOR 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.</p>
701	<p>Work description: Paint window sills.</p> <p>WINDOWS EXTERIOR Remove all loose and defective paint, remove all polish with turps or thinners. Sand windowsills completely, wipe sills clean with damp cloth to remove all sanding dust. Apply two coats Plascon or Dulux floor/steep paint.</p>
725	<p>Work description: Paint stair rails.</p> <p>STAIRS EXTERIOR Remove all rust, sand rails to be painted, wipe clean with damp cloth. Spot prime bare metal areas with anti rust metal primer and apply one coat universal undercoat and 2 coats Dulux pearligo paint. Any cutting in against walls shall be neat.</p>
857	<p>Work description: Cut back tree branches overhanging roof</p> <p>SITE CLEANING/CUT TREE/RUBBLE All equipment and machinery that will be used in the execution of the contract shall comply with the safety standards as required in Act 85 of 1993 and all amendments and all regulations to the Act. Personnel shall have all the necessary safety equipment at all times in their possession and shall use it. The contractor shall repair and make good any damage to buildings, fences and any other property to the satisfaction of the representative. The Contractor shall remove and dispose of all the branch and rubbish that may accumulate on the site. After completion the contractor shall leave the site in a clean and tidy condition.</p>

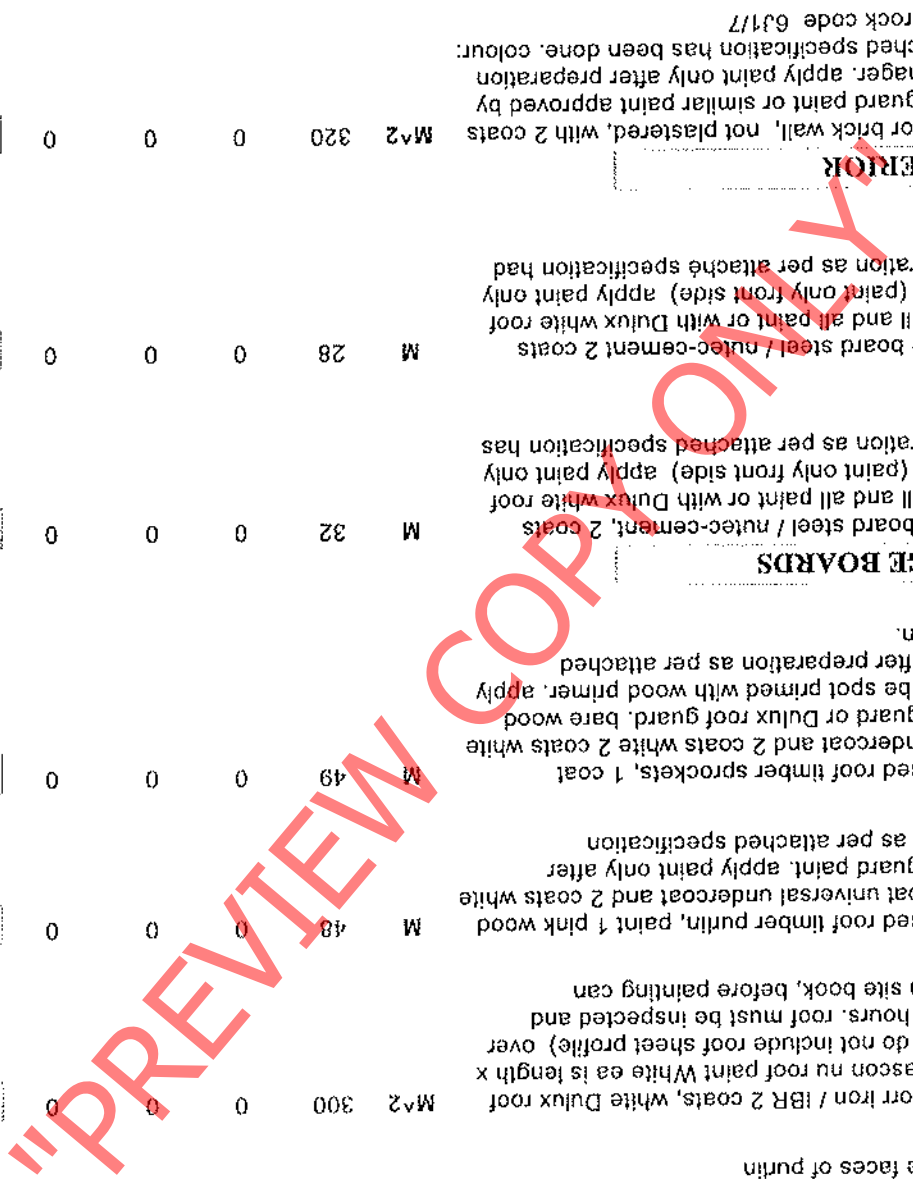
Tenderer signature: _____

Date: _____

No	EXTERIOR WORK ITEM	UNIT	FRONT	LEFT	BACK	RIGHT	TOTAL
ROOF							
550	Seal roof flashing 300mm to 400mm wide with ever bond and membrane or with Abe super acyl liquid water proofing and membrane. Item includes corr-iron, IBR or tile roof finish	M	20	0	0	0	20
559	Replace decay roof timber / purlin (size 75mm x 50mm) item include, remove and refit of roof sheets, the sheets shall be mark/numbered to fit back in same position, use new roof screws as specified, wrot expose faces of purlin	M	24	0	0	0	24
585	Paint roof corr iron / IBR 2 coats, white Dulux roof guard or Pasccon nu roof paint White ea 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	48	0	0	0	48
598	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	49	0	0	0	49
599	Paint exposed roof timber sprockets, 1 coat universal undercoat and 2 coats white Dulux white areas shall be spot primed with wood primer, apply paint only after preparation as per attached specification.	M	49	0	0	0	49
FACIA/BARGE BOARDS							
616	Paint facia board steel / nutec-cement, 2 coats Pasccon wall and all paint or with Dulux white roof guard paint (paint only front side) apply paint only after preparation as per attached specification has been done	M	32	0	0	0	32
617	Paint barge board steel / nutec-cement 2 coats Pasccon wall and all paint or with Dulux white roof guard paint (paint only front side) apply paint only after preparation as per attached specification had been done	M	28	0	0	0	28
VAULTS EXTERIOR							
684	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 river rock code 6J1/7	M	320	0	0	0	320
WINDOWS EXTERIOR							

ASSET NO 02AM253B
BLOEMFONTEIN

MESS LOCO
EXTERIOR WORK LIST



"PREVIEW COPY ONLY"

No	EXTERIOR WORK ITEM	UNIT	FRONT	LEFT	BACK	RIGHT	TOTAL
701	WINDOWS EXTERIOR Paint previously painted window sills, any type. apply 2 coats stoop or floor paint, apply paint only after preparation as per attached specification has been done	M	14	0	0	0	14
725	STAIRS EXTERIOR Paint stair/hand rail, spot prime bare steel area with steel primer, apply 1 coat universal undercoat and 2 coats Dulux pearlio water-base paint, apply paint only after preparation as per attached specification has been done	JOB	1	0	0	0	1
857	SITE CLEANING/CUT TREE/RUB Cut tree Up to 250mm girth over hanging roof and remove from site	JOB	1	0	0	0	1

ANNEXURE B

CONTRACTOR TENDER PRICE LIST PER ITEM

BUILDING DESCRIPTION MESS LOCO

CITY / TOWN: BLOEMFONTEIN

TENDER NO:

ASSET NO: 02AM253B

CONTRACTOR TENDER PRICE LIST FOR INTERIOR AND EXTERIOR WORK TO BUILDINGS

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

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

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

To be supplied by the Contractor: The Contractor shall provide all labour, material, transport, consumable stores, plant, equipment, tools, services, materials and ingredients of every description required for the carrying out and completion of the WORK as per the attached worklist and specification and as may be ordered by the 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, preparation include sanding, stopping and wash of items to be painted as specified by the paint manufacturer is included in all the paint items, Were abnormal cleaning is required it will be specified as an additional item. All scaffolding and use of ladders up to 4.50m high interior and exterior if and as necessary is part of all the items. All work shall be done according to the attached specifications and shall comply with the National building regulations. Unless otherwise specified all materials must comply with SANS specifications. Where no applicable SANS Specification exists the materials must be approved by the Transnet freight rail project manager.

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

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

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

ITEM NO	FAULT DESCRIPTION	ITEM MEASURE	UNIT	RATE	ITEM AMOUNT
ASSET NO: 02AM253B					
Page 1 of 3					
SUB TOTAL PAGE 1					
TENDER NO:					

WINDOWS INT AND EXT

198	Paint residential small pane window frame complete, with 1 coat universal undercoat and 2 coats Dulux water-base paint/gloss code-311-5. Item includes removing all old paint from glass area and cleaning of glass. see detailed specifications.	EA	14		
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DOORS/SECURITY GATES

248	Fit 2 lever sabs approved mortice lock with new handles and 3 keys to new door. If more than 1 lock to be installed keys shall not be interchangeable. sabs mark shall be stamped on lock. see attached detail specifications	EA	1		
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Tenderer signature: _____

Date: ____/____/____

ITEM NO	FAULT DESCRIPTION	ITEM MEASURE	UNIT	RATE	ITEM AMOUNT	TOTAL UNIT
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271	Paint door complete both sides, side edges, top edge undercoat and 2 coats Dulux pearligo river rock code 6j1-7, apply paint only after preparation as per attached specification, door 810mm x 2.03m door=3.66 m2, 750mm x 2.03m door=3.42 m2.	EA				7
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272	Varnish door complete both sides, side edges and top edge, 2 coats varnish, use exterior varnish on exterior side, door 810mm x 2.03m door = 3.66m2, door 750mm x 2.03m door = 3.42m2, after preparations as per attached detailed specifications	EA				2
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DOORFRAMES

312	Paint door frame with fan light, undercoat and 2 coats Dulux pearligo lockness code-3l1-5, item includes the paint of fan light window, single frame, 115mm=1.85m2, 230mm=2.50m2, double frame 1511mmx115mm=2.1 m2, 230mm=3.00 m2, preparation included	EA				9
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FLOORS

396	Clean floor from all oil, grease, dirt with heavy duty detergent to leave to completely dry out, apply two coats Dulux or Plascon dark GREEN floor paint	M2				40
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ROOF

550	Seal roof flashing 300mm to 400mm wide with ever bond and membrane or with Abe super acryl liquid water proofing and membrane, item includes corr iron, IBR or tile roof finish	M				20
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559	Replace decay roof timber / purlin (size 75mm x 50mm) item include, remove and roll of roof sheets, the sheets shall be mark/numbered to fit back in same position, use new roof screws as specified, wrot expose faces of purlin	M				24
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585	Paint roof corr iron / IBR 2 coats, white Dulux roof guard or Plascon nu roof paint White ea 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	M2				300
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598	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				48
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599	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				49
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FACIA/BARGE BOARDS

616	Paint fascia board steel / nutec-cement, 2 coats Plascon wall and all paint or with Dulux white roof guard paint (paint only front side) apply paint only after preparation as per attached specification has been done	M				32
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617	Paint barge board steel / nutec-cement 2 coats Plascon wall and all paint or with Dulux white roof guard paint (paint only front side) apply paint only after preparation as per attache specification had been done	M				28
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WALLS EXTERIOR

684	Paint exterior brick wall, not plastered, with 2 coats Dulux wall guard paint or similar paint approved by project manager, apply been done, colour: Dulux river rock code 6j1/7	M2				320
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Tenderer signature: _____ Date: ____/____/____

ASSET NO: 02AM253B

TENDER NO:

ITEM NO	FAULT DESCRIPTION	ITEM MEASURE	UNIT	RATE	ITEM AMOUNT
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701	Paint previously painted window sills, any type, apply 2 coats	14	M		
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WINDOWS EXTERIOR

Paint or floor paint, apply paint only after preparation as per attached specification has been done

725	Paint stair/hand rail, spot prime bare steel area with steel primer, apply 1 coat universal undercoat and 2 coats Dulux pearlio water-base paint, apply paint only after preparation as per attached specification has been done	1	JOB		
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STAIRS EXTERIOR

857	Cut tree Up to 250mm girth over hanging roof and remove from site	1	JOB		
-----	---	---	-----	--	--

SITE CLEANING/CUT TREE/RUBBLE

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 requirements such as cost of stationery, as well as establishment of workers on site and removal of site establishment, it will also include the handing over of the site to the contractor and the handing back of the site after completion of work.

RISK ASSESSMENT AND SAFETY INDUCTION
Cost for the risk assessment must include a full identification of the risks before the work starts and the necessary equipment, appropriate precautions and systems of work must be provided and implemented.
Cost for the risk assessment and safety include complete compliance with the current Occupational Health Safety Act.

P + G

RISK AND SAFETY

TOTAL CIVIL

TOTAL ELECTRICAL

SUB TOTAL

VAT

TOTAL

Included in risk and safety, The standardised Transport freight rail induction shall be given to all staff of all contractors at the start of each project and the contractors shall send all staff that will work on the Transport freight rail site to the induction on the date as agreed on between TFR Project manager and the contractor

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

Tenderer signature: _____ Date: _____

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 than 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

6.1.1 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.

"PREVIEW COPY ONLY"

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.

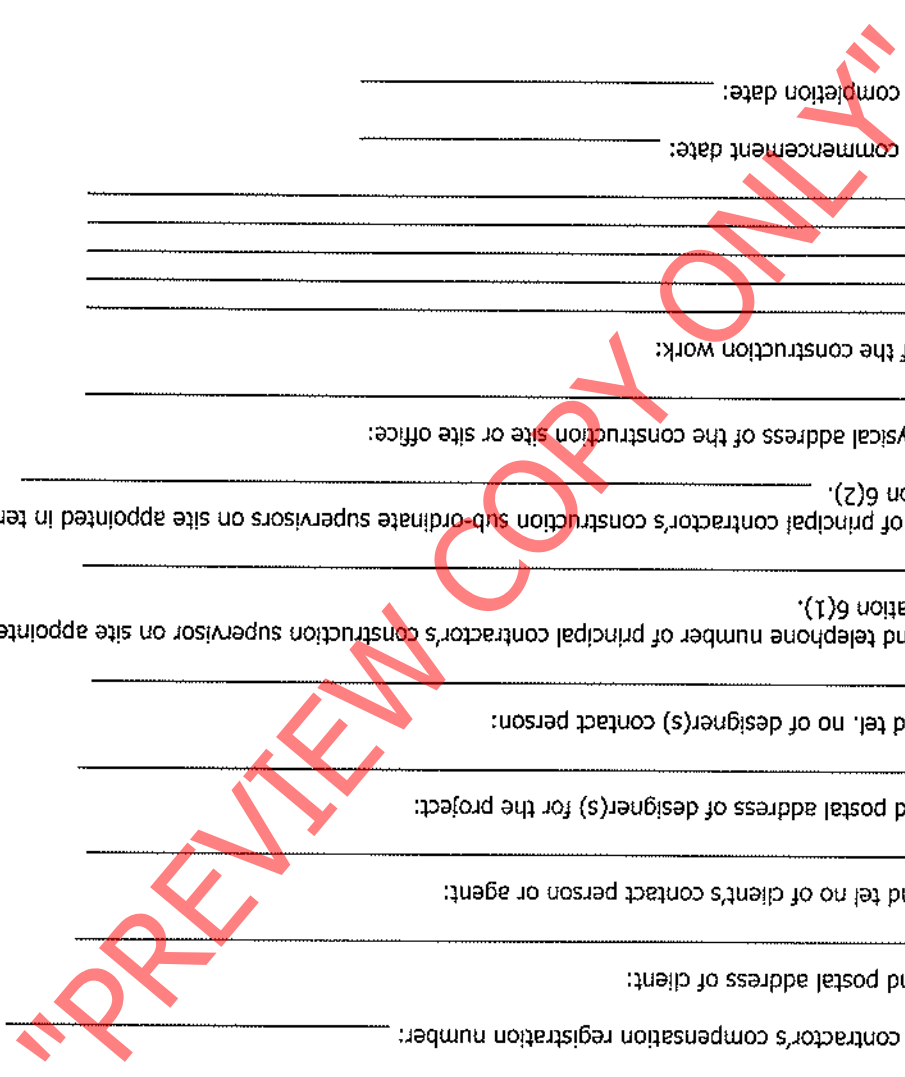
ANNEXURE 1

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

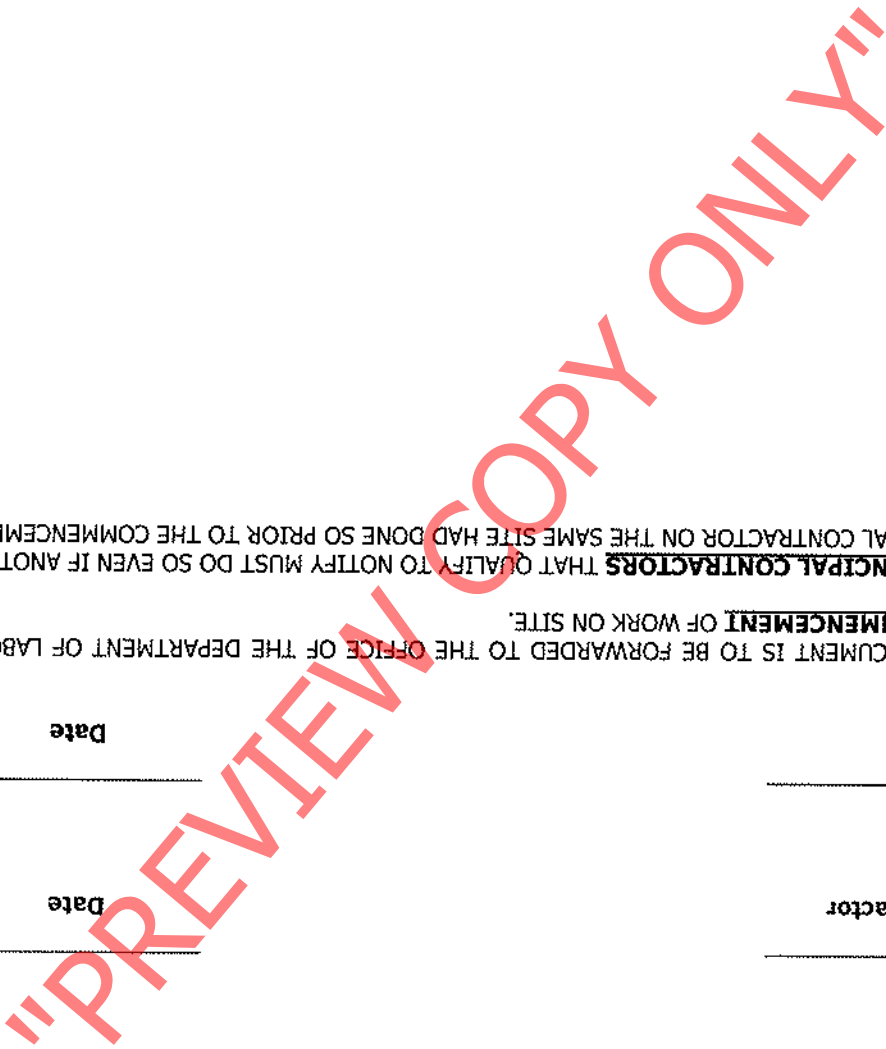
Date

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 :-

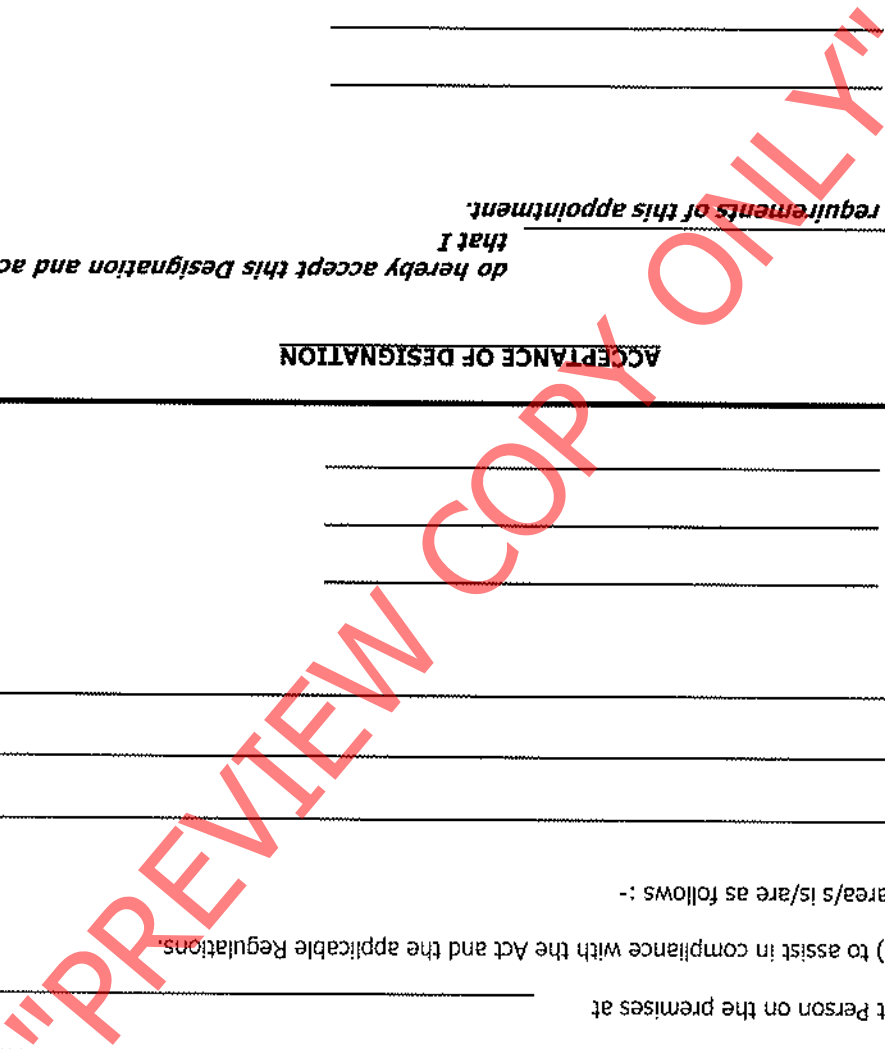
ACCEPTANCE OF DESIGNATION

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

Date :

Signature :-

Designation :-



"PREVIEW COPY ONLY"

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 :

DECLARATION

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

(COMPANY LETTER HEAD)

ANNEXURE 3

ANNEXURE 4

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

SITE ACCESS CERTIFICATE

Access to : _____
Name of Contractor/Builder :- _____
Contract/Order No.: _____

(Area)

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

In terms of your contract/order with _____

(company)

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

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

Signed : _____
Date : _____
TECHNICAL OFFICER

ACKNOWLEDGEMENT OF RECEIPT

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

Name : _____
Designation : _____
Date : _____
Signature : _____

