

TFR, a division of

# TRANSNET SOC LTD

Registration Number 1990/000900/30 [hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No BLE52474

FOR THE SUPPLY OF: ALTERATIONS TO PROVIDE GYMNASIUM AT

**BELLVILLE** 

FOR DELIVERY TO: BELLVILLE (asset02BEE62C)

ISSUE DATE: 18 September 2013

CLOSING DATE: 8 October 2013

CLOSING TIME: 10:00



# RFQ BLE52474

# **SCHEDULE OF DOCUMENTS**

# ALTERATIONS TO PROVIDE GYMNASIUM AT BELLVILLE

# Section

- 1. Notice to Bidders
- 2. Quotation Form
- 3. Vendor application Form
- 4. Standard Term and Conditions for the supply of Goods or services to Transnet
- 5. General Bid Conditions Appendix (i)
- 6. Standard term and conditions of contract (services) Appendix (ii)

Annexure A - Project Specifications

Annexure B - Price list

Annexure C - Special conditions

Floor plan



# Section 1 NOTICE TO BIDDERS

Quotations are requested from interested companies, close corporations or enterprises (hereinafter referred to as the "Respondent(s) to supply the above-mentioned to Transnet.

A briefing session will be conducted on the 1 October 2013, time 11:00, at the Transnet Park Building, Robert Sobukwe road, Bellville, for a period of ± one hour.

Respondents arriving late will not be accommodated.

Respondents failing to attend the compulsory briefing session will be disqualified.

Respondents without a valid RFQ document in their possession will not be allowed to attend the briefing session.

Quotations must reach the Acquisition Council before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

**RFQ No** 

: BLE52474

Description

: ALTERATIONS TO PROVIDE GYMNASIUM AT BELLVILLE

Closing date

: 8 October 2013

Closing time

: 10:00

## **DELIVERY INSTRUCTIONS FOR THIS RFQ**

- (i) If posted, the envelope must be addressed to the Acquisition Council, P.O. Box 2986, Bellville, 7535, and must be dispatched in time for sorting by the Post Office to reach the Secretary before the closing time of the RFQ. In the event of the late receipt of a Quotation, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.
- (ii) If delivered by hand, the envelope is to be deposited in the TRANSNET tender box which is located at the main entrance, Transnet Park Building, Robert Sobukwe road, Bellville, and should be addressed as follows:

ACQUISITION COUNCIL TRANSPIET PARK BUILDING MODDERDAM ROAD BELLVILLE

It should also be noted that the above tender box is located at the main entrance and is <u>if</u> <u>dispatched by courier</u>, the envelope must be addressed as follows and delivered to the Office of The Acquisition Council.

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

METHOD:

post and/or courier]

**CLOSING VENUE:** 

[courier and/or tender box at physical address]

#### 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 B-BBEE Verification Certificate. All procurement transactions will be evaluated accordingly.

## 2.1 B-BBEE Scorecard and Rating

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note the following:

- Proposals will be evaluated on price which will be allocated 80 points and preference which will be allocated 20 points, dependent on the value of the Services
- The 80/20 preference point system applies where the acquisition of the Services will be less than R1 000 000.00.
- If the 80/20 preference point system is stipulated and all Bids received exceed R1 000 000.00, the RFP will be cancelled

In compliance with the Government Gazette No 34612, Notice No. 754 dated 23 September 2011, as from 1 October 2011 valid B-BBEE Verification Certificates must be issued by:

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

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

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

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

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

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

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

Transnet will accordingly allocate a maximum of **20 [twenty] points** in accordance with the **80/20** preference point system prescribed in the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations to the Respondent's final score based on an entity's B-BBEE scorecard rating. [Refer Annexure A for further details].

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

[Refer Section 3, Vendor Application Form, 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:

JP Carstens

Email:

cobus.carstens@transnet.net

 Respondents may also, at any time after the closing date of the RFQ, communicate with Cobus Carstens, on any matter relating to its RFQ response;

Telephone

021 940-3833

Email

cobus.carstens@transnet.net

### 4 Tax Clearance

The Respondent's original valid Tax Clearance Certificate must accompany the Quotation. Failure to provide this document with the RFQ submission will result in disqualification.

## 5 VAT Registration

The valid VAT registration	on number must be stated here:	l'if applicable i
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## 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.

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:
I/We do hereby certify that I/we
have/have not been found guilty during the preceding 5 [five] years of a serious breach of law,
including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or

other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences.

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

NATURE OF BREACH	:		
		 ,	
DATE OF BREACH: _			

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

### 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
- Weighted evaluation based on 80/20 preference point system:
  - 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

Transnet will utilise the following formula in its evaluation of Price:

$$PS = 80 \left(1 - \frac{P_{c} - P_{min}}{P_{min}}\right)$$

Where:

Ps = Score for the Bid under consideration
Price of Bid under consideration
Price of lowest acceptable Bid

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:

<sup>&</sup>lt;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.

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. Evaluation Criteria

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

B-BBEE status of company

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 NO
19	Returnable Documents

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

Respondents are required to submit with their Quotations the **Returnable Documents**, as detailed

below.

below.

Failure to provide all these Returnable Documents may result in a Respondent's disqualification. Respondents are therefore urged to ensure that <u>all</u> 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 essential Returnable Documents by so indicating [Yes or No] in the table below:

Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
<ul> <li>Valid B-BBEE Verification Certificate [RSA Large Enterprises and QSEs]</li> <li>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</li> </ul>	
<ul> <li>Valid B-BBEE certificate from auditor, accounting officer or SANAS accredited Verification Agency [RSA EMEs]</li> <li>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</li> </ul>	
SECTION 2 : Quotation Form	
SECTION 3: Vendor Application Form	
<ul> <li>Original cancelled cheque or bank verification of banking details</li> </ul>	
<ul> <li>Certified copies of IDs of shareholder/directors/members [as applicable]</li> </ul>	
Certified copy of Certificate of Incorporation [CM29/CM9 name change]	
<ul> <li>Certified copy of share certificates [CK1/CK2 if C.C.]</li> </ul>	
Entity's letterhead	
Certified copy of VAT Registration Certificate [RSA entities only]	
Certified copy of valid Company Registration Certificate [if applicable]	
Letter of Good Standing	

MANDATORY DOCUMENT	Submitted [Yes or No]
<ul> <li>Original valid Tax Clearance Certificate [Consortia / Joint Ventures / Sub- contractors must submit a separate Tax Clearance Certificate for each party]</li> </ul>	

# Section 2 QUOTATION FORM

I/	<i>N</i> e	

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 and 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 afresh and/or having to accept any less favourable offer.

# **Price Schedule**

Total amount (excluding VAT) :	
Total amount in words :	
	(exc VAT)
	N
REFERENCES:	

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

Name of Company	Contact Person	Telephone number

# Section 3 VENDOR APPLICATION FORM



#### Section 4

#### STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS OR SERVICES TO TRANSNET

A Supplier/Service Provider shall be obliged to adhere to the Standard Terms and Conditions for the Supply of Goods and Services to Transnet as expressed hereunder. Should the Respondent find any condition(s) unacceptable, it should indicate which condition(s) is/are unacceptable and offer an alternative(s). A Quotation submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

## 1 SOLE AGREEMENT

Unless otherwise agreed in writing, these terms [**Terms** and each **Term**] and Transnet's purchase order(s) [**Order** or **Orders**] represent the only conditions upon which Transnet SOC Ltd [**Transnet**] procures goods or services specified in the Order [collectively, the **Products**] from the person to whom the Order is addressed [**the Supplier/Service Provider**]. Transnet does not accept any other conditions which the Supplier/Service Provider may specify, unless otherwise agreed to by Transnet in writing. In the event of any inconsistency between these Terms and any Order, these Terms shall take precedence.

#### 20 CONFORMITY WITH ORDER

Products/Services shall conform strictly with the Order. The Supplier/Service Provider shall not vary the quantities specified and/or the specification, if any, stipulated in the Order, without the prior written consent of Transnet. The Supplier/Service Provider warrants that the Products/Services shall be fit for their purpose and of satisfactory quality.

#### 21 DELIVERY AND TITLE

- 21.1 The delivery dates and addresses are those in the Order. Time shall be of the essence in respect of the Supplier's/Service Provider's obligations under the Order.
- 21.2 The Supplier/Service Provider will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier/Service Provider having notified Transnet in writing on becoming aware of such circumstances. Transnet may terminate an Order, in whole or in part, without incurring any liability to the Supplier/Service Provider if such a delay becomes, in Transnet's absolute opinion, significant.
- 21.3 If on delivery, the Products/Services do not conform to the Order, Transnet may reject the Products/Services and the Supplier/Service Provider shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Products/Services at the Supplier's/Service Provider's expense within the specified delivery times, without any liability due by Transnet.

## 22 PRICE AND PAYMENT

22.1 Prices specified in an Order cannot be increased. Payment for the Products/Services shall be made by Transnet against an original undisputed invoice(s) [a **Tax Invoice**], supporting documentation and month-end statement from the Supplier/Service Provider. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.

22.2 Payment of the Supplier's/Service Provider's valid Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30 [thirty] days from date of receipt by Transnet of a month-end statement, unless otherwise agreed to in writing. Transnet shall arrange for payment of such Tax Invoices and any pre-authorised additional expenses incurred, provided that the authorised expenses are supported by acceptable documentary proof of expenditure incurred [where this is available]. Any amounts due in terms of these Terms shall be paid to the Supplier/Service Provider, taking into account any deduction or set-off and bank charges.

#### 23 PROPRIETARY RIGHTS LIABILITY

If any allegations should be made or any claim asserted against Transnet that ownership of, or any act or omission by Transnet in relation to Products/Services or any written material provided to Transnet relating to any Products/Services or pursuant to an Order being a violation or infringement of any third party's contractual, industrial, commercial or intellectual property rights including but not limited to any patent, registered design, design right, trade mark, copyright or service mark on any application thereof, the Supplier/Service Provider hereby indemnifies Transnet against and hold it harmless from any and all losses, liabilities, costs, claims, damages and expenses [including any legal fees] arising directly or indirectly from such allegation or claim provided that this indemnity shall not apply where the allegation or claim arises solely as a result of the Supplier/Service Provider following a design or process originated and furnished by Transnet. The Supplier/Service Provider shall either

- a) procure for Transnet the right to continue using the infringing Products; or
- b) modify or replace the Products/Services so that they become non-infringing,

provided that in both cases the Products/Services shall continue to meet Transnet's requirements and any specifications stipulated in the Order. Should neither option be possible, the Supplier/Service Provider may remove, with Transnet's prior written consent, such Products/Services and will pay to Transnet a sum equivalent to the purchase price. If Transnet refuses to give such consent, the Supplier/Service Provider shall have no liability in respect of any continued use of the infringing Products/Services after Supplier's/Service Provider's prior written request to remove the same.

# 24 PROPRIETARY INFORMATION

All information which Transnet has divulged or may divulge to the Supplier/Service Provider and any information relating to Transnet's business which may have come into the Supplier's/Service Provider's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Supplier/Service Provider as confidential information and shall not, without Transnet's prior written consent, be disclosed to any third party, or be used or copied for any purposes other than to perform the Order. This clause does not apply to information which is public knowledge or available from other sources other than by breach of this Term. Upon request by Transnet, the Supplier/Service Provider shall return all materials issued pursuant to the Order and, pending this, shall protect Transnet's rights in any such materials. Such confidential information shall at all material times be the property of Transnet.

### 25 PUBLICITY

The Supplier/Service Provider shall not name Transnet or use its trademarks, service marks [whether registered or not] or Products in connection with any publicity without Transnet's prior written consent.

#### **26 TERMINATION OF ORDER**

- Transnet may cancel an Order in whole or in part at any time upon at least 7 [seven] days' written notice to the Supplier/Service Provider, or when there is a change in control of the Supplier/Service Provider or the Supplier/Service Provider commits any serious breach or any repeated or continued material breach of its obligations under these Terms and/or Order or shall have been guilty of conduct tending to bring itself into disrepute, on written notice to the Supplier/Service Provider when such work on the Order shall stop.
- Transnet shall pay the Supplier/Service Provider a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier/Service Provider, at the time of termination, and the Supplier/Service Provider shall give Transnet full assistance to check the extent of such work in progress. Payment of such price shall be in full and final satisfaction of any claims arising out of such termination and upon such payment the Supplier/Service Provider shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier/Service Provider under this clause will not in any event exceed the total amount that would have been payable to the Supplier/Service Provider had the Order not been terminated.
- 26.3 In the event of termination the Supplier/Service Provider must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.
- 26.4 If the Products are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier/Service Provider shall compensate Transnet for any costs incurred in obtaining substitute Products or any damage caused due to the failure or delay in the delivery.

### 27 ACCESS

The Supplier/Service Provider shall be liable for the acts, omissions and defaults of its personnel or agents who, for the purposes of the Order, shall be treated as if they are the Supplier's/Service Provider's employees. The Supplier/Service Provider shall ensure that any such personnel or agents, whilst on Transnet's premises, shall comply with Transnet's health and safety, security and system security rules and procedures as and where required.

## 28 WARRANTY

The Supplier/Service Provider warrants that it is competent to supply the Products/Services in accordance with these Terms to the reasonable satisfaction of Transnet and that all Products/Services delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to [inter alia] the Services in force at the time of delivery, and to any specifications referred to in the Order; (b) will not cause any deterioration in the functionality of any Transnet equipment; and (c) do not infringe any third party rights of any kind. The Supplier/Service Provider hereby indemnifies Transnet against all losses, liabilities, costs, claims, damages, expenses and awards of any kinds incurred or made against Transnet in connection with any breach of this warranty.

#### 29 INSOLVENCY

If the Supplier/Service Provider shall have a receiver, manager, administrator, liquidator or like person appointed over all or any part of its assets or if the Supplier/Service Provider compounds with its creditors or passes a resolution for the writing up or administration of the Supplier/Service Provider, Transnet is at liberty to terminate the Order or Orders forthwith, or at its option, to seek performance by any such appointed person.

#### 30 ASSIGNMENT

The Supplier/Service Provider shall not assign its obligations under an Order without Transnet's prior written consent, which consent shall not be unreasonably withheld or delayed.

#### 31 NOTICES

Notices under these Terms shall be delivered by hand to the relevant addresses of the parties in the Order or may be served by facsimile or by email, in which event notice shall be deemed served on acknowledgement of receipt by the recipient.

#### 32 LAW

Orders shall be governed by and interpreted in accordance with South African law and any disputes arising herein shall be subject to South African arbitration under the rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause. The reference to arbitration shall not prevent Transnet referring the matter to any South African courts, having jurisdiction, to which the Supplier/Service Provider hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Supplier/Service Provider in other jurisdictions and/or obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision in other courts or from instituting in any court of competent jurisdiction any proceedings for an interdict or any other injunctive relief. If the Supplier/Service Provider does not have a registered office in the South Africa it will at all times maintain an agent for service of process in South Africa and shall give Transnet the name and address of such agent as such may be amended, in writing, from time to time.

#### 33 GENERAL

Completion or termination of an Order shall be without prejudice to any Term herein which by its nature would be deemed to continue after completion or termination, including but not limited to clauses 23, 24, **Error! Reference source not found.**, 25 and 28. Headings are included herein for convenience only. If any Term herein be held illegal or unenforceable, the validity or enforceability of the remaining Terms shall not be affected. No failure or delay by Transnet to enforce any rights under these Terms will operate as a waiver thereof by Transnet. All rights and remedies available to either party under these Terms shall be in addition to, not to the exclusion of, rights otherwise available at law.

# 34 COUNTERPARTS

These Terms and conditions may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this agreement by signing any such counterpart.

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

SIGNED at	on this	day of		20
			7	
SIGNATURE OF RESPONDENT'S AUTH	HORISED REPRESE	NTATIVE		
NAME:				
DESIGNATION:				
		( )	•	•
REGISTERED NAME OF COMPANY:				
PHYSICAL ADDRESS:				
Respondent's contact person: [Ple	ease complete]			
Name :				
Designation :				
Telephone :				
Cell Phone :				
Facsimile :				
Email :				
Website :				

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

# Section 5

# General Bid Conditions - Appendix (i)

The Appendix (i) is not attached, this document is available on request.

## Section 6

# Standard term and conditions of contract (services) - Appendix (ii)

The Appendix (ii) is not attached, this document is available on request.

# **ANNEXURE A**

ASSET DESCRIPTION: CLIENT CENTRE BUILDING

ASSET LOCATION: TRANSNET PARK AREA

CITY / TOWN: BELLVILLE

WORK DESCRIPTION: ALTERATION TO PROVIDE FACILITIES FOR GYMNASIUM

TENDER NO: BLE52474 ASSET NO: 02BEE62C

ITEM NO. SPECIFICATIONS PER ITEM.

### **CEILINGS**

37 ABLUTION FACILITIES = 47.25m<sup>2</sup>

Work description: Prepare ceiling area for painting.

Wash ceiling thoroughly with hot water and sugar soap in order to remove any traces of dust, fat, oil and any other dirt. Preparation of ceilings shall include the driving in of all proud standing nails at rhino or Nutec ceilings or opening of all fine cracks with a sharp object, the filling of cracks and all small holes in ceiling with an appropriate filler. The areas under repair must be sanded down to a smooth, even finish. Brush down the surface, removing all loose particles and dust ensuring that the surface is sound. Sand existing paint on ceilings to provide bond for new paint. After sanding, wipe ceiling thoroughly with clean damp cloth to remove sanding dust. Let ceiling dry completely before any paint is applied. No sweeping or dusting shall be done after the ceiling has been prepared for painting or while painting is in progress or while paint is still wet.

42 ABLUTION FACILITIES = 47,20m² x 2coats = 96m²
Work description: Paint ceiling complete with 2 coat super acrylic PVA - Colour = WHITE.
Paint work to ceilings include the cover strips, cornices and the priming of nail heads or screws with universal undercoat for new ceiling sections. Apply two coats acrylic PVA. All surfaces not being painted, such as brickwork, sills, floors, joinery work and the like must be covered up and protected against spotting before any painting is commenced with. No sweeping or dusting shall be done while painting is in progress or while paint is still wet.

# WALLS INTERIOR

58 ABLUTION FACILITIES = 27.6m<sup>2</sup>

Work description: Prepare smooth plaster walls for painting.

Wash wall thoroughly with hot water and sugar soap in order to remove any traces of dust, fat, oil and any other dirt. Preparation of walls shall include opening all fine cracks with sharp object, the filling of cracks and all holes in wall with the appropriate filler or patching plaster, depending on the size of the cracks or holes. The areas under repair must be sanded down to a smooth, even finish. Brush down the surface removing all loose particles and dust ensuring that the surface is sound. Sand paint on walls to provide bond for new paint. Rinse wall thoroughly with clean water. Let wall dry completely before any paint is applied. No sweeping or dusting shall be done after the wall had been prepare for painting, while painting is in progress or while paint is still wet.

Respondent's signature:	Date:	1	1
Kespondent's signature.	Date		

ITEM NO. SPECIFICATIONS PER ITEM.

## 62 ABLUTION FACILITIES = 32,5m2

Work description: Paint new plaster walls with one coat plaster primer. Ensure that all surfaces are clean and dry before painting. Allow new plaster to dry for at least 14 days under dry weather conditions. The areas under repair must be rubbed down to a smooth even finish. Brush down the surface, removing all loose particles of dust and ensure that the surface is sound. Apply one coat plaster primer. Allow plaster primer to dry for 16 hours before over coating with specified paint. Thin 5 parts Plaster Primer with 1 part Plascon Mineral Turpentine (AZH 1). Apply a full coat evenly by brush or roller. Allow to dry overnight. Must be over coated within 14 days. No sweeping or dusting shall be done while painting is in progress or while paint is still wet.

- ABLUTION FACILITIES = 20m x 3,0m high = 60m² x 2 coats = 120m²
  Work description: Paint smooth plaster walls, 2 coats silk paint Colour = BARELY BEIGE (code 3H1-1)
  All paint work shall be done to the specification of the manufacturer. Over coating shall be done as specified by the manufacturer. All surfaces not being painted, such as brickwork, sills, floors, joinery work and the like must be covered up and protected against spotting before any painting is commenced with. No sweeping or dusting shall be done while painting is in progress or while paint is still wet. All items that are more cost effective to remove from wall and to re-fix must be removed to avoid cutting in against items, such as notice boards, towel rails and other such items.
- 79 ABLUTION FACILITIES = 17m x 2,1m high, 28,1m x 3m high = 120m²
  Work description: Lay glazed wall tiles.
  \*BEFORE TILING COMMENCES, THE REPRESENTATIVE MUST FIRST APPROVE THE
  SURFACE, IN SITE BOOK. \*ALL HOLLOW SOUNDING TILES SHALL BE REMOVED
  AND RE-FIXED. \*USE ONLY TYLON CM11 OR TAL PROFESSIONAL ADHESIVE OR
  TYPE APROVED BY PROJECT MANAGER. \*NEVER USE SPOT OR BLOB METHODS.
  \*NEVER BUTT JOINT TILES.

Glazed ceramic wall tile and fittings shall comply with (SANS 22). Tiles should be even in shape and size, free from cracks, twists or blemish and uniform in colour. Tiles shall be fixed in accordance with (SANS 0107). Tiles should be fixed with a cement based adhesive. The adhesive shall be as recommended by the manufacturer of the tiles. Joints shall be level, straight, continuous and with 2mm spacers for tiles up to 250 x 200mm and 3mm for bigger sizes as recommended by the tile manufacturer. Symmetrical arrangements of tiling, with cutting along both sides of panels, to avoid cutting of tiles smaller than 50mm wide, shall be done. Cutting and fitting of tiles against walls and around doorframes, etc must be neat, with a gap between 2 and 5 mm. Tiling is to be returned into reveals of openings, onto window sills, and onto top of screen walls, etc. Do not stack tiles outside, exposed to dust, dirt and rain. Store under cover and not in direct contact with soil. Use only approved cement based tile adhesive. Follow adhesive manufacturer's instructions. Use notched trowel to apply adhesive 6mm X 6mm notches at 6mm intervals. The BLOB and SPOT method must not be used. Joint widths shall be 3mm. Tiles must be dry before being bedded. Tap tiles level with a rubber mallet. All tiles must make 100% contact with adhesive, make sure there are no voids. Allow the adhesive to cure for 2 to 3 days before grouting. Use only approved grout. Mix grout with Tylon or Tal Bond-it in shower areas. Fill joints to lower edge of bevel and not level with the top of the tile. The work must be kept very clean during grouting as dried grout is almost impossible to remove from textured tiles. DO NOT USE ACIDS, SPIRITS OF SALTS, AMMONIA, OTHER STRONG CHEMICALS OR STEEL WOOL TO CLEAN TILES.

81	ABLUTION FACILITIES = 120m <sup>2</sup>
	Work description: Item is extra to tile item to use bond-it in grout as substitude for water.

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88 BETWEEN NEW ABLUTION FACILITIES AND GYMNASIUM = 2m<sup>2</sup>
Work description: Create new opening in existing 110mm Brick wall = 1,0m wide x 2,1m high.

Cut or break opening in the existing wall to allow for a opening where shown on floor plan. Measure, mark opening and cut with angle grinder from both sides. Create opening in existing wall. Remove all rubble from site. Form opening in this position according to size shown on drawings or as specified. Form seating in walls to suit the lintels as specified.

- 96 ABLUTIONS FACILITIES = NEW SEWER PIPES = 8m Work description: Cut concrete floor and break out concrete Break out concrete floor and remove all rubble from site.
- 98 ABLUTIONS FACILITIES = 22.3m

  Work description: Lay damp proof course, 110mm wide x 375 micron under new walls in ablutions.

Supply and place in position Brick grip SANS 952-1985 type B Damp proof course to resist rising damp. The omission of this detail can lead to chronic inward capillary movement of moisture at the interface of the slab and the brickwork.

- 100 ABLUTIONS FACILITIES = WALLS = 7 x 7, FLOOR = 40, TOTAL = 89
  Work description: Drill holes in wall and insert 10mm steel dowels.

  Drill 10mm diameter and 70mm deep, holes in brick wall. Insert 250mm long, 10mm diameter round bar in holes to anchor new wall to existing wall. Provide anchor at every fourth layer. To anchor new doorframes build into new opening in existing wall. Insert first anchor 150mm from floor and then at +- every FOURTH LAYER.
- 106 ABLUTION FACILITIES = 1 / 110mm x 2,0m Lintel above opening.

  Work description: Place in position pre-cast concrete lintel.

  Supply and place pre-cast lintel in position on mortar bed. The lintels may be in a single width to the thickness of wall or may be in two widths, placed side by side, and shall have a depth of not less than 60 mm. Top surface of lintels shall be suitably roughened, indented or shaped to give a good bond between the lintels and the mortar for the first course of brickwork above, Lintels shall have bearings of not less than 225 mm on walls at each end. The number of reinforcing wires in lintels for the various wall thickness and spans shall be not less than specified by the SABS Lintels shall be built in 3:1 cement mortar with all joints filled solid with mortar.
- 109 ABLUTIONS FACILITIES = 8.5m x 2,1m high, 13,8 x 3,0m high = Total = 59,3m²
  Work description: Build 110mm Common Brick wall.
  Supply approved cement or clay bricks. Clay brick shall comply with SANS 227 and cement bricks shall comply with SANS 1215. The mortar for wall shall be 1 part PPC cement and 4 parts clean approved building sand. All masonry shall be plumb, level, straight and true, correctly bonded and shall rise uniformly with no portion exceeding 1,2m above any other part of the work. Brick force shall be installed on every 4 layers of brick. Bricks of different composition are not to be mixed and build into the same wall.

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## 115 ABLUTIONS FACILITIES = 118,5m<sup>2</sup>

Work description: Plaster walls. Mixture = 1 part plaster cement and 5 parts approved plaster sand.

Interior plaster: Surface shall be clean and thoroughly wetted directly before plastering commences. Concrete surface shall be slashed with a mixture of one part of cement and one part of coarse sand. Cement plaster should be composed of one part of cement and five parts of plaster sand. Otherwise, where plaster must match existing plaster, plaster should not be less than 10mm and more than 20mm thick. Internal plaster, except where walls are to be tiled, shall be steel towelled to a smooth, even and true finish. Where walls are to be tiled plaster finish should be wood float finished. Plaster must be returned into reveals and Soffits of openings and all angles shall be true and straight with salient angle slightly rounded. All chases must be cut and electrical conducting and boxes or plumbing pipes fixed before any plastering is done. On no account will chasing in finished plaster be allowed and if such chasing is necessary, the entire wall surface shall be hacked off and re plastered. No re-tempering of partly set or dried plaster mixes shall be attempted and such material shall be discarded. Each coat of plaster shall be approved by the Manager before the next is applied and notice shall be given to that officer when it is ready for inspection.

## DOORS/SECURITY GATES

237 MENS FACILITIES = 1, LADIES FACILITIES = 2.

Work description: Fit Bow door handle.

Fit bow door handle type as specified on work list. Screws for fixing of barrel bolts shall be of matching metal and finish.

- 245 MENS FACILITIES = 1, LADIES FACILITIES = 2.
  - Work description: Fit indicator locking bolt to new toilet doors.

Fit new indicator locking bolt, type as specify on work list. Screws for fixing of barrel bolts shall be of matching metal and finish

261 ENTRANCE DOORS = 2

Work description: Fit 2 lever mortise lock with handles to new doors. Mortise locks and mortise lock furniture shall comply with (SANS 4) and shall have SANS 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.

- 275 ABLUTIONS FACILITIES = 2 Entrance doors to facilities
  Work description: Fit flush panel doors and paint 1 coat wood primer.
  Cutting, chiselling, drilling and fitting the door to the hinges. Masonite hollow core door shall have solid timber sides with out joints. The clearance on top and on sides shall be 3mm.
  The clearance at the bottom shall be 6mm. Any door that is too wide or tall to fit the door frame shall be reduced in size by removing material equally from each edge removing material from one edge only to obtain a fit is unacceptable. The door shall be fixed with no 8 x 40mm wood screws. The hinges shall be recess and the recess shall be square to the
- 278 MENS FACILITIES = 1, LADIES FACILITIES = 2.
  Work description: Fit special size door to toilet cubicle in ablution

edge. The door shall open and close easy without any hinge bound.

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ABLUTIONS FACILITIES = 2 Entrance doors, 3 Toilet Doors
Work description: Paint door complete, 2 coats Dulux Pearlglo WOOD MOSS (code 5K3-5).
Previously painted doors: Wash thoroughly with a suitable detergent to remove all dirt and rinse with clean water. Remove defective paint/varnish and repair all holes and defective places with a suitable wood filler. Remove handle, Sand complete door and wipe off all sanding dust with a damp cloth. Allow to dry and apply one coat universal undercoat and two coat finishing paint as per work list. Let dry re fit handles. New doors to be painted: Remove lock and handles. Sand smooth and wipe sanding dust off with damp cloth. Allow to dry and apply one coat wood primer, one coat universal undercoat and two coats finishing paint as per work list. Allow paint to dry between coats as per specification. Re-fit lock and handles when paint is dry.

### **DOORFRAMES**

# 325 ENTRANCE = 2, TOILETS = 3

Work description: Build in wood doorframe in new walls as indicated on floorplan. Doorframe shall be fitted with at least three lugs on either side of the frame, which are to be built into the walls. The door frame shall be build-in level, plumb and straight. The space between wall and frame shall be filled with mortar to top of frame.

329 ENTRANCE = 2, MENS FACILITIES = 1, LADIES FACILITIES = 2
Work description: Paint frames complete 2 coats Dulux Pearlglo RIVER ROCK (code 6J1-7).
New wooden door frames to be painted: Sand smooth, wipe sanding dust off with damp cloth, allow to dry and apply one coat wood primer, one coat universal undercoat and two finishing coats as per work list. As allow paint to dry between coats.

### **FLOORS**

## 350 GYMNASIUM = 82.5m<sup>2</sup>

Work description: Lay 4mm NEXUS Sported vinyl floor sheeting on floor as per manufacturer's instructions.

All sub-floors are to be tested for moisture prior to installation, and shall be fully cured and shall be approved by the Project manager and supplier agent.. Clean floor thoroughly before any work commenced. Use adhesive recommend by the manufacturer and apply in accordance with the adhesive manufacturer instructions. Trowel to be v-notched  $1,5 \times 1,5 \times 1,$ 

356 ABLUTION FACILITIES = 48m², GYMNASIUM = 82,5m²
Work description: Remove floor carpets
Remove existing carpets completely and clean sub floor. Carpets to be supplied to Project Manager for re-use.

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#### 367 ABLUTION FACILITIES = 47.5m<sup>2</sup>

Work description: Lay first grade ceramic tiles on floor. 300mm x 300mm Liverpool 313, Art M3913, Tone 22 or sample as provided by Project Manager)

\*BEFORE TILING COMMENCES, THE REPRESENTATIVE MUST FIRST APPROVE THE SURFACE, IN SITE BOOK.\*ALL TILES THAT SOUND HOLLOW SHALL BE REMOVED AND RE-FIXED. \*\*\*USE ONLY TYLON PORCELAIN TILE ADHESIVE OR PORCELAIN TILE ADHESIVE AS APPROVED BY THE TFR PROJECT MANAGER. \*\*\*NEVER USE SPOT OR BLOB METHODS.\*\*\*NEVER BUT JOINT TILES. Thoroughly clean surfaces before any tiling commences. Smooth or painted surfaces must be chipped to 80% of area. KEY IT from TAL or TYLON must be applied over whole area. Tiles shall be even in shape and size, free from cracks, twists or blemishes and uniform in colour. The adhesive shall be Tylon adhesive for porcelain tiles. The use of any other type shall only be allowed if approved by the Project manager after adhesive was tested on site. Joints shall be straight. continuous with 5mm widths and pointed with waterproofing grout compound from TAL, Tylon or aproved type. Symmetrical arrangement of tiling with cutting along both sides of panels to avoid cutting of tiles smaller than 75mm wide shall be done. Cutting and fitting of tiles against walls and around doorframes, sanitary fittings, etc must be neat, with a gap between 4 and 6mm. Tile shall be level to each other at joints. Replace one broken or cracked floor tile between existing tiles. Use notched trowel to apply adhesive 10mm X 10mm notches at 6mm intervals. The BLOB and SPOT method must not be used. All excess adhesive shall be removed from joints before drying has occurred. Tiles must be dry before being bedded. Tap tiles level with a rubber mallet. All tiles must make 100% contact with adhesive, make sure there are no voids. Any tile that sound hollow, if tapped, shall be removed. Allow the adhesive to cure for 2 to 3 days before grouting. Use only approved grout, mix grout with Tylon or Tal Bond-it in areas specified. Fill joints to lower edge of bevel and not level with the top of the tile.

WHEN LAYING PORCELAIN TILES THE KEY COAT MUST BE 100% DRY IF NOT CHEMICAL REACTION BETWEEN KEY COAT AND PORCELAIN TILE ADHESIVE WILL PREVENT ADHESIVE FROM DRYING.

DO NOT USE ACIDS, SPIRITS OF SALTS, AMMONIA, OTHER STRONG CHEMICALS OR STEEL WOOL TO CLEAN TILES.

## 368 SHOWER FLOORS = 4m²

Work description: Substitude water in adhesive mixure with Bont-it. Item is extra to tile item to use BONT-IT as substitude for water in the adhesive mixure.

# 398 ABLUTIONS FACILITIES = 45m

Work description: Fit ceramic tile skirting 100mm high with tile edge strip on top. Chip skirting area to 80% and apply Tylon or Tal key coat. Mix and apply key coat as recommended by the manufacturer.

Cut ceramic tiles +-100mm wide and fix to wall as skirting. Factory finished edges shall face up and the cut sides will face towards the floor. Tiles shall be in straight line and the same specifications for tiling of walls and floors will be applicable.

# 405 MENS FACILITIES = 2, LADIES FACILITIES = 2

Work description: Form floor in shower cubicle.

Lay the surface bed in shower cubicles with Class C-concrete, 100mm thick, at the required levels and with falls towards outlet in floor. Form a raised kerb across opening to each cubicle, 75mm wide and 75mm above finished surface of floor.

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### 406 MENS FACILITIES = 2. LADIES FACILITIES = 2

Work description: Cut specified floor tiles in 80mm x 80mm square block to be used as floor tiles on shower floor.

Grout for shower floor tiles shall be mixed with Tylon or Tal bond it as substitude for water. Top of tiles shall be level with the top of outlet trap grid. Mix grout with Tylon Tal bond-it as substitude for water.

TILE SHALL HAVE FALL TOWARDS OUTLET. TOP OF TILE SHALL BE LEVEL WITH TOP OF TRAP GRID. TILES SHALL BE IN STRAIGHT LINES. NO PONDING OF WATER SHALL BE ALLOWED.

### **CUPBOARDS / TABLE**

452 MENS FACILITIES = 1,8m x 600mm x 900mm, LADIES FACILITIES = 1,8m x 600mm x 900mm angled.

Work description: Manufacture build in HWB cupboards in facilities. Cupboards to be manufactured from 50mm x 22mm Wood frame and 22mm Melamine Wood (Colour = MEMPHIS CHERRY) with super Wood Rap doors and one shelf and standard handles and hinges. Top to be 600mm Postform Tops (Colour = Charcoal) with bullnose on the one side and cut-outs for HWB's. Provide all doors with straight crome plated locks and all furniture and 2 keys.

Build as per attached sketch and specifications.

#### PLUMBING INTERIOR

466 MENS FACILITIES = 2 LADIES FACILITIES = 2

Work description: Install Wash Hand Basin with 2 taps mixer, connecter, outlet and water connectors in cupboards.

Wash hand basins WHITE "HIBISCUS" porcelain/glazed ceramic and shall comply with (SABS 497). Taps shall be chromium plated brass and of heavy pattern Cobra brand and shall comply with (SABS 226). Taps for hot water shall be marked with red coloured plastic insets and fixed on the left hand side of all basins, sinks, showers, etc. and taps for cold water with green/blue plastic insets on the right hand side. Waste outlet shall be chromium plated brass with plug, chain and of Cobra brand and shall comply with (SABS 226). Rubber trap shall comply with (SABS 1321). Installation of basin, taps, waste outlet and trap shall be done in accordance with the relevant manufacturer's instructions. Basin shall be fixed with silicone layer between basin and wall and basin shall be level and shall be 800mm from finished floor level to top front section of basin in no pedestal basin is specified.

## 474 MENS FACILITIES = 1

Work description: Install WHITE wall mounted large type Vitreous China porcelain bowl urinal with grate outlet plastic and FlushMaster valve above urinal complete. Wall mounted urinals shall be of white glazed fireclay or vitreous china type, each approximately, with back flush entry and secured to wall with not less than two concealed hanger brackets. The urinals shall each be fitted with 38 mm diameter chromium plated domical grating, approved urinal flushing valve complete with push button assembly, spreader and all other necessary chromium plated fittings. Fit each urinal outlet with a white PVC, trap or brass chromium plated bottle trap.

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## 490 MENS FACILITIES = 1. LADIES FACILITIES = 2

Work description: Fit toilet complete, include WC pan, cistern 9l, angle valve, flex connector and toilet seat.

Pedestal water closet pans shall be of the wash down type, approximately 400 mm high, of white glazed fire clay or vitreous china, complying with the requirements of SANS Specification 497. The pans shall have "P" traps with straight outlets or right or left hand side outlets, as required. Pans shall be bedded onto the floors in 3:1 cement mortar. Pan shall be level and parallel with wall next to Pan. Installation of the cistern shall be done in accordance with the relevant manufacturer's instructions. Use approved porcelain low level cistern that complies with the requirements of SANS Specification 821, and complies with the requirements of SANS Specification 497. Low level cisterns shall be of the valve less siphon type or of the flushing valve type, each with body and removable cover — NB: Flush pipes to flushing cisterns shall have an internal diameter of not less than 34 mm. Install Cobra brand angle valve with chrome plated or braided flex connector, any other brand make shall first be approved by project manager. The pan shall be fitted with approved solid plastic double flap seats having closed fronts of size and shape, required to fit the pan. Fix to pan with non-ferrous metal fixing bolts or plastic bolts.

# 504 MENS FACILITIES = 2, LADIES FACILITIES = 2

Work description: Install glass and aluminium side-pivot shower doors to shower cubicles. Supply and install side-pivot shower door from Kal Aluminium or Wispeco or type approved by project manager. Glass to be obscured safety glass. Install according to the manufacture's specifications.

# 530 ABLUTION FACILITIES = 1

Work description: Install new 100 litre geyser complete with all necessary valves and pipes. Installation to be conducted by a professional and registered plumber. All hot water cylinders to be installed according to balanced hot and cold water principles and in compliance with SANS 0252 and SANS 0254 codes of practice. Fit SANS 400 KPA approved geyser with 400 KPA kwikflo or approved pressure reducing valve. Fit complete with all safety valves and 2 vacuum breakers. Supply stop cock and pressure control valve for geyser where pipes enter building. Geyser legs to stand on supports in a drip tray when in roof. Geyser must have separate stop cock. Do not fit stop cock between geyser and pressure control valve. Fit drain valve to geyser. Fit vacuum breaker to cold water supply on 300 mm riser on anti siphon loop. Fit vacuum breaker to hot water supply on 300mm riser. Fit separate discharge pipes for expansion relieve valve and for safety valve. Pipes must be same diameter as valve outlet. These discharge pipes must be copper. Discharge expansion relief valve where water would not be a nuisance. Discharge safety valve pipe to safe area.

## 536 ABLUTION FACILITIES = 30m

Work description: Vertical or Horizontal chasing for pipes.

All necessary holes shall be cut in walls, floors, roofs, ceilings, etc. for pipes, brackets, etc. and any damage shall be made good in all trades, after pipes, etc. have been built in, all to the satisfaction of the Representative/Agent.

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### 538 ABLUTION FACILITIES = 30m

Work description: Install ALL water pipes ø15mm copper pipes.

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

### FIT/REPLACE ITEMS/ FURNITURE

# 562 MENS FACILITIES = 2, LADIES FACILITIES =2

Work description: Fit 400mm X 600mm mirrors between wall tiles and above HWB's in Ablutions.

Mirrors shall comply with the requirements of SANS Specification 1236, Class A. Provide mirrors where shown or mentioned, size as specified in work list, side shall be rounded and polished edge silvered plate glass. Each mirror to be drilled four (4) times and countersunk screwed to plugs in wall with 38 mm long screws, fitted with domed chromium-plated cups. Provide at each fixing point a felt washer between wall and mirror or if specified on work list with mirror adhesive.

- 565 MENS FACILITIES = 1, LADIES FACILITIES = 2
  - Work description: Fit white lockable toilet paper holder/dispenser in toilets. Chromium-plated toilet roll holders or White powder coated toilet paper dispenser holding 2 rolls.
- 566 MENS FACILITIES = 2, LADIES FACILITIES = 2

Work description: Fit single 150mm x 150mm ceramic soap dish between tiles in each shower. Fit 1250mm height from floor.

Provide and fit in cement mortar, a new approved white or colour glazed earthenware soap receptacle with tongued lip. Soap receptacles are to be thoroughly wetted in water prior to fixing, and neatly finished off with neat white cement grout.

- 569 MENS FACILITIES = 2, LADIES FACILITIES = 2
  - Work description: Fit two towel rails per ablution

Provide ø25mm chrome plated towel rail pipes and brackets. Towel rail shall be 1,8m long and fix with fisher plugs and at least 35mm long countersunk self-tapping screws.

- 570 MENS ABLUTION = 4, LADIES ABLUTION = 4
  Work description: Fit crome plated coat hooks. 2 each above towel rails.
- 572 MENS FACILITIES = 1, LADIES FACILITIES =1
  Work description: Fit sign to indicate MEN and LADIES Facilities to entrance doors with mirror tape.

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### 776 OUTSIDE OF BUILDING

Work description: Couple new ø100mm PVC sewerpipes to existing sewer pipe line. All drainage work to buildings shall be carried out by a registered plumber and drains shall be accurately laid to lines and gradients shown on the drainage drawings as approved by the local authority. All drains shall be tested and passed in accordance with the National Building Regulations and the deemed-to-satisfy rules of part of SANS 0400, before the property may be occupied and the drains put into use. Barrels of pipes shall rest on solid ground. Testing of under ground drainage systems: All underground drains fittings and connections shall be air tested as described each section of drain between manholes being tested separately. The Contractor shall provide all necessary testing apparatus expanding plugs, stoppers, rods, water, ropes, etc. and any other materials and labour that may be required for the complete and proper testing of the drains. No drains or fittings shall be covered or encased in concrete until they have been tested and approved by the Manager. After drains have been laid, an interval of at least 48 hours shall elapse before testing so as to allow sufficient time for the joint to set. After the above test has been successfully carried out throughout all the drains, a smooth rubber ball of diameter 12mm less than the diameter of the pipe shall be passed through all the drains in order to ensure that no internal obstructions exists. After the filling of the trenches has been completed, the above tests shall be repeated. All defective materials or workmanship that may result in failure of the rains, fittings or connections to withstand the prescribed tests shall be made good and a new test subsequently carried out. The necessary tests shall be repeated until the whole of the work is found thoroughly sound and watertight. No patching up of joints, pipes or connections will be allowed and all defective pipes shall be carefully cut out and made good in a proper manner to the entire satisfaction of the Project Manager, Local authorities: The Contractor shall comply, in addition to the requirements set out above, with any by-laws of the Local Authority to whose drainage or water systems the drainage and water supplies are to be connected.

## 778 OUTSIDE OF BUILDING

Work description: Build ONE manholes as part of new sewer.

Manhole shall comply to National Building Regulation SANS 0400. Manhole covers, surface boxes for stop cocks, inspection eyes, etc. shall be of cast iron of the sizes and weights specified and complying with the requirements of SANS 558 "Cast iron surface boxes and manholes and inspection covers and frames" and shall be coated with an approved preservative solution before leaving the manufacturer's works.

**EXCAVATIONS/BACKFILL** 

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#### 835 OUTSIDE OF BUILDING

Work description: Dig trench and backfill for sewerpipes.

Definitions: Earth shall mean ground that can be removed by hand tools pick and spade and shall include loose gravel, clay ground, loose or soft shale, loose ouklip and any loose boulders less than 75 mm in diameter. Excavations for drainage trenches shall be of depths and gradients shown on drawings or as directed. Trenches shall be excavated to straight lines and shall be of sufficient width to allow adequate working space. Sight rails, boning rods, etc. shall be employed in excavating the trenches to ensure even gradients. Any soft or loose areas in the trenches shall be filled in with well rammed earth, or other approved filling. Uneven bottoms in rock cutting shall be made good with Class A concrete, but with 19 mm stone. Any excavations taken out too deep shall be made up with well rammed/compacted earth, or other approved filling, at the Contractor's expense. Properly perform all planking and strutting to sides of trenches and excavations as may be required. The excavations and trenches shall be kept free from water and other liquids, by pumping, baling or otherwise. Every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be- STAATSKOERANT, 18 JULIE 2003 No. 25207 35 (j) adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and (ii) provided with warning sign or any other clearly visible boundary indicators at night or when visibility is poor; 0) ensure that all precautionary measures as stipulated for confined spaces as determined in the General Safety Regulations promulgated by Government Notice No.R.1031 of 30 May 1986, as amended, are complied with when entering any excavation; (k) ensure that, where the excavation work involves the use of explosives, a method statement is developed in accordance with the applicable explosives legislation, by an appointed person who is competent in the use of explosives for excavation work and that the procedures therein are followed; and (I) cause warning signs to be positioned next to an excavation within which persons are working or carrying out inspections or tests.



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# **ANNEXURE B**

# TENDER PRICE LIST PER ITEM

ASSET DESCRIPTION: CLIENT CENTRE BUILDING

CITY / TOWN: BELLVILLE

TENDER NO: BLE52474 ASSET NO: 02BEE62C

WORK DESCRIPTION ALTERATION TO PROVIDE FACILITIES FOR GYMNASIUM

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

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

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

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

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

GENERAL: The Building will be occupied during renovations, The Project manager, contractor and manager of the TFR staff using the building will discuss and agree on site the maintenance plan for the building. The necessary move of furniture in the same room if necessary is included in all the items. All normal cleaning, preparations include sanding, stopping and washing of items to be painted as specified by the paint manufacturer is included in all the paint items. Where abnormal cleaning is required it will be specified as an additional item. All scaffolding and use of ladders up to 4.50m high interior and exterior if and as necessary is part of all the items. All work shall be done according to the attached specifications and shall comply with the National building regulations. Unless otherwise specified all materials must comply with SANS specifications.

Where no applicable SANS Specification exists the materials must be approved by the Transnet Freight Rail project manager.

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

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

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

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TEND	ER NO: ASSET NO:	02BEE	32C		
ITEM NO	FAULT DISCRIPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
	CEILINGS			1	
37	Prepare ceiling surface for painting. Wash nutec ceilings with sugar soap. Fill all cracks and holes, sand existing ceiling pair provide bonding for new paint. Rinse ceiling with clean water remove sugar soap and sanding dust.		M^2		
42	Paint ceiling 2 coats super acrylic PVA. Apply paint only after preparation as per attached specification.	<b>96</b>	M^2		
	WALLS INTERIOR				
Res	pondent's signature:	Date: _			<del></del>

			Ром	e 2 of 5	:11	в тот	Δ1 Ε	<b>2Λ</b> Ω	E o l			
TEND	ER NO:	BLE52474	Ü	ASSET NO:				70	- [			
ITEM NO		DISCRIPTION		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		ITEM TOTAL	MEAS UNIT	SURE	1 - 1	VIT ATE	1	EM MOUNT
58	soap, ope holes, san	n cracks up to 4n d level and sand	wash smooth plast nm with sharp obje wall complete to p er to remove all sa	ct, fill cracks and rovide bond for n	all		M^2					
62	moisture b	efore painting ne	oat plaster primer w plaster, cover se o dry overnight. Pri	ection with plastic		33	M^2	[				
65	double vel	vet silk finish pair	2 coats Dulux was nt. Apply paint only n. Colour: BAREL	after preparation		120	M^2					
79	3mm spac of shower	ers. Item include	n white ceramic gla walls, reveals, sof grout. Use only Ty oject manager.	fits, sills and the t	op	120	M^2					
81	or permane		of walls. Mix tile gr n Tylon bond as su proof.			120	M^2					
88	Ablutions a includes th	and Gymnasium t e forming of a 22	ing 110 mm brick or or new opening an 5mm long lintel-se lintel and the remo	d lintel. Item ating in wall on		2	EA					
96	600mm ap	art, break out cor and deep enoug	nm thick two cut be crete for new sew n to prevent adjace g out section betw	er pipe. Cut must ent concrete floor		8	M					
98	Lay damp p walls in abl	oroof course, 110 utions.	mm wide x 375 m	sicron under new		23	M					
100	dowels to jo		nd insert 10mm x disting walls, insert m crs at floor.		ry	89	EA			ļ		
106			,0m precast concr m and Ablution (fo			1	М					
109	includes bri	m stock brick wa ick force every 4 approved buildin	with approved classes. (mix for buing sand)	ay bricks, item Iding 1 part ceme	nt	60	M^2			I		
115	plaster. Iten		n thick one coat sr and reveals, Mix fo d plaster sand.			119	M^2		****			
	DOORS	SECURITY GA	TES				8.18% 1988					
237	Fit bow doo	r handle. Fit only	type with 4 screw	holes		3	EA					
245	Fit indicator	locking bolt on r	ew toilet doors cor	mplete.		3	EA	Ē				
	keys to new	door. If more that	nortice lock with ne an 1 lock to be inst ark shall be stamp	alled keys shall n		2	EA	Ē		I		
			d flush panel door r, include bottom, s			2	EΑ					

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

Page 3 of 5 SUB TOTAL PAGE 3 TENDER NO: BLE52474 ASSET NO: 02BEE62C ITEM **FAULT DISCRIPTION** ITEM ITEM MEASURE | UNIT **TOTAL AMOUNT** NO UNIT RATE 278 Fit toilet semi solid medium duty commercial grade veneer door FΑ with concealed edge and manufacture to 1900mm height to have opening of +- 100mm between floor covering and door. 287 Paint door complete both sides, side edges, top edge undercoat 40 M^2 and 2 coats Dulux pearlglo WOOD MOSS (code 5K3-5). Do preparation before painting per spec. Item include remove before paint and refit of handles DOORFRAMES 325 Build in single wood door frames in new walls as indicated on EΑ floorplan. 329 Paint door frames 1 coat undercoat and 2 coats Dulux Pearlolo 5 M^2 RIVER ROCK (code 6J1-7). Do preparation as per specification Lay 4mm thick Belgotex NEXUS Sportec floor sheeting in 83 M^2 Gymnasium area. As per manufacturer's instructions - Colour = BLACK/BLUE/GREY Remove floor carpets tiles complete and carefully for re-use from 356 131 M^2 floor and clean floor. Lay 1st grade full body 300x300 porcelain floor tiles (Liverpool M^2 313, Art M3913, Tone 22)(use 10x6mm notched trowel) joints 5mm wide use only Tylon porcelain tile adhesive or porcelain tile adhesive as approved by project manager. Read attached specifications. Extra over item to floor tiles, mix tile grout in shower area or M^2 permanent wet areas with Tylon bond it as substitude for the water. 398 Fit ceramic tile skirting,100mm wide, complete with plastic 45 М ceramic tile edge strip on top edge of tiles. Item include the chip of 80% of wall area for the tile skirting and to apply key coat to chipped wall area 100mm wide, use tiles as per floor tiles Build shower floor wall, 2 bricks high. Form concrete shower floor 4 405 EΑ 1.0m x 1.0m. in side shower cubicles, floor shall have fall towards outlet. Make sure to leave space for ceramic floor tiles and adhesive to be level with top of outlet grid. Tile shower floor with 80mm x 80mm square floor tiles cut from 406 M^2 floor tiles. Tile shall have fall towards outlet. Use Tylon Tal bond-it as substitude for water in adhesive and grout. CUPBOARDS / TABLE 452 Build in Melamine wood cupboards for HWB's as per attached JOB sketch and specifications. Wood = MEMPHIS CHERRY and Postform Ton PLUMBING INTERIOR Install Vitreous China "HIBISCUS" porcelain wash hand basin EΑ with mixer tap as specified, connecter, chrome plated brass outlet and rubber trap (Install basin in cupboard as per Item 452) 474 Install WHITE wall mounted large type Vitreous China porcelain EΑ bowl urinal with grate outlet plastic and FlushMaster valve above urinal. (Install urinal 650mm from floor level to front top edge of urinal)

ËΑ

Date:

Fit Vitreous China "HIBISCUS" Close couple Toilet pan and 9 litre 3

porcelain cistern, cobra angle valve, flex connector and heavy

Respondent's signature:

duty plastic seat in facilities.

490

END	ER NO:	BLE52474	ASSET NO:	02BEE	52C	-	
ITEM NO	FAULT	DISCRIPTION		ITEM TOTAL	MEASUR UNIT	E UNIT RATE	ITEM AMOUNT
504	and alumi cubicles.	nium shower door with o Silicone sealer shall be a frame before fitting fram	or approved side-pivot glass bscure glass in shower applied between tiles and the and not after frame has	2	EA		
30	SANS star	ndard include all necessa uld be deemed operation	with all valves to comply with ary fittings. After installation nal as per attached	1	EA		
36	deep. Mak		pes up to 25mm wide x 50m lation has been completed.	m 30	M		
38	against wa	Il and or in wall and or in oply water point cover the	ss 2 copper or PVC pipes roof, item INclude fittings, e fittings. (pipes in wall, all the e closing of pipes with plaste	30 e r).	М		
	FIT/REI	PLACE ITEMS/ FURN	ITURE		MATRIA MARIA		
52		n x 600mm high mirrors l mirror screws with chrom	between tiles above WHB's. ium-plate cups.	4	EA		
35	Fit White k	ockable toilet paper dispe	enser type holding 2 toilet rol	ils. 3	EA		
86	porcelain s tile adhesiv	oap dish and install com	ic soap dish, supply new aplete in position with ceraming out to match tiles. (for shower)		EA		
9		25mm chrome plated tow m floor level	vel rails in ablutions. Height i	4	EA		
		oks, use only heavy duty y project manager.	chrome plated type that is	8	EA		
		d type plastic 200mm x 2 ADIES toilet or ablution	200m sign to door to indicate facilities.	2	EA		
	PLUMBI	NG EXTERIOR					
	pipes to exi on site to c	sting sewer pipes as ind	uple new ø100mm PVC sew licated on sketch and indicat ding Regulations SANS 0400	ed	JOB		
	with concre	te floor and cast iron cov over to comply with Natio	x 500 mm, build complete ver or if specified precast onal Building Regulations	1	EA [		
	EXCAV	TIONS/BACKFILL					
	Dig out tren plck and sp		r pipes in medium soil (use	3	M^3 [		

Respondent's signature:	Date:	/	1

,	rage 5 of 5	UB TOTAL PAGE	<sup>= 5</sup>
TENDER NO: BLE52474	ASSET NO:	02BEE62C	
ITEM FAULT DISCRIPTION		ITEM MEASURE	1
NO		TOTAL UNIT	RATE AMOUNT
ТОТА	AL PAGE 1 TO	PAGE 5 R	
PRELIMINARY AND GENERAL		•	-
P and G shall include all cost not directly			
relate to a specific item on the schedule of			
prices and rates. All items not specifically	P+G	R	
mentioned in the Schedule of Rates and prices and form part of contractor's		•	······································
requirements such as cost of stationery, a	as		
well as establishment of workers on site a			
removal of site establishment, it will also			
include the handing over of the site to the contractor and the handing back of the sit			
after completion of work.	16		
•			7.
RISK AND SAFETY			
Cost for the risk and saftey must include the ris	sk	( )	•
assessment. The risk assesment is a full identification of the risks before the work starts	s and		
the necessary equipment, appropriate precaution			
and systems of work that must be provided and implemented.	•	, , , , , , , , , , , , , , , , , , ,	
·	RISK AND	SAFETY R	
Cost for risk and safety include complete			
compliance with the current Occupational Heal Safety Act.	th		
Jaiety Act.			
Included in risk and safety. The standardised	1		
Transnet Freight Rail induction shall be given to staff of all contractors at the start of each project			
and the contractors shall send all his staff that	will		
work on the Transnet Freight Rail site to the induction on the date as agreed on between TFF			
Project manager and the contractor.			
TOTAL PRICE CIV	IL WORK EXL	UDE VAT R	
The total price (college)		L	
The total price (excluding VAT),	must be carrie	ea over as one	amount to
Section 2, page 11.			
The amount must also be writte	en in words at t	Section 2	
amount most also be willte	a iii words at .	JULIUH Z	
Respondent's signature:	ח	ate: /	1



### ANNEXURE C

## SPECIAL CONDITIONS

#### BLE52474: ALTERATIONS TO PROVIDE GYMNASIUM AT BELLVILLE

#### 1. TIME TO COMPLETE THE WORK

The completion time for this project will not exceed 30 days.

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

#### 2. GUARANTEE

Transnet Freight Rail requires a workmanship guarantee for a period of **12 months**, from the date of completion of work.

#### 3. INSPECTION OF WORKS

- 3.1 During the progress of the contract, all materials used and all work being undertaken by the Contractor shall be subjected to periodic inspections.
- 3.2 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.
- 3.3 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.
- 3.4 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.
- 3.5 The Contractor shall uncover any part 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 part or parts to the satisfaction of the Project Manager. If any such part of parts have been covered up or put out of view

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after compliance with the requirements and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through for the reinstating and making good shall be borne by the Contractor.

#### 4. SITE RECORDS

## 4.1 Site Instruction Book

The Contractor shall provide a site instruction book, 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.

No work will be recognized for additional payment unless it has been recorded and signed by the Project Manager in the aforesaid book.

## 4.2 Site Diary

The Contractor shall provide a diary, in triplicate to record all day-to-day incidents that could occur during the contract period. This includes weather, name & numbers of workers on the site, material that has been delivered, material that has been loaded and disposed of, incidences that have occurred, nature of work to be done on that day, etc.

### 4.3 Programme & Planning of the work

The contractor shall provide to the Project Manager a detailed plan of how he intends to do the work and this plan must be to the requirements of the operation of Transnet Freight Rail workshop with minor disruptions as no delays must be allowed in this regard.

The programme must be agreed to (in the site instruction book) before any work will be allowed to commence. The programme can be in a form of a pert (bar) chart and will be used as a guide to measure progress of the work.

#### 4.4 Handing over of site

No work will commence 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.



#### 5. WATER SUPPLY

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 Freight Rail. The Contractor must supply all connections, hoses and applicable equipment where necessary.

#### 6. ELECTRICITY 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 SANS 10142. The Contractor must supply all leads and plugs as necessary.

# 7. ACCESS TO SITE

The areas are restricted and the contractor must ensure he complies with the regulations of Transnet Freight Rail in every way. The Contractor and/or any sub-contractors shall be required to apply for permission to enter the restricted area in writing. A list of workmen shall be given to the Project Manager to arrange for the necessary permits, 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.

## 8. 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 Project Manager. No material that is lying on the site (other than that as specified in this document) or on Transnet Freight Rail's Property may be removed (even if deemed as scrap) by the contractor.

# 9. CLEARING OF SITE

The Contractor shall provide for cleaning up and sorting all rubbish and debris of whatever kind, generated by this work only, throughout the duration of the contract. Upon completion the Contractor shall clear away and remove all rubbish, unused material, plant and debris and leave the site and the whole of the works clean and tidy to the satisfaction of the Project Manager.



### 10. WORKING OUTSIDE NORMAL WORKING HOURS

Normal working hours are between 07:30 and 16:00 Mondays to Fridays. If it is required to work outside the stated normal working hours the Contractor must obtain written permission at least 24 hours before such work needs to be undertaken. Transnet Freight Rail will not unreasonably withhold permission; however the Contractor may have to pay for Transnet Freight Rail's supervisory personnel.

#### 11. ESCALATION

This contract does not make provision for compensation in respect of increased costs. The contenders must allow in his fixed price for any increased costs, which he may encounter during the contract period or such extended period as agreed upon by both parties.

#### 12. RETENTION

To protect Transnet Freight Rail in case of any defective work. Transnet Freight Rail reserves the right to retain up to ten (10) percent of the value of the contract, for a period of six (6) 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.

### 13. SAFETY PRECAUTIONS

#### 13.1 Safety

The Contractor shall submit a Health and Safety Plan to cover this Project before any site will be handed over for approval. This will also cover the standard risk and Safety Plan for this project.

The Contractor will however also be responsible to do a Risk Assessment and if there is any risk 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.

The Contractor must have first aid box on site. 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 commencement of the project. The contractor and his employees shall certify the register that they attended the Safety Induction session and only workers who have attended the session will be allowed to work on the site.



#### 13.2 Act 85

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

#### 13.3 Environment

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

- ◆ The National Environmental Management Act, 107/1998;
- ◆ The Environmental Conservation Act, 73/1989; and
- The National Water Act, 36/1998.

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.

### 14. STORAGE AND SAFE KEEPING

The Contractor will provide his own portable store facilities, the store appearance shall be subject to the approval of the Project Manager. The agreed location of the store will be indicated to the contractor by the Project Manager.

The contractor is responsible for the safe keeping of all his material and equipment on site.

# 15. REGULATIONS

In so far as they can be applied and where they are not inconsistent with the terms of the Project Specifications, the following **SANS Regulations** shall be regarded as being embodied in the Project Specification. These regulations must to be obtained by the contenders.

National Building Regulations

General Structural

♦ Electrical Code of Practice

♦ The Construction Regulations

SANS 10400 - 11990

SANS 11200AH - 11982

SANS 10142

GN 1010 (Act 85)

### 16. TO BE SUPPLIED BY THE CONTRACTOR

The Contractor shall provide all labour, transport, consumable stores, plant, equipment, tools, services, materials and ingredients of every description required for the carrying out and completion of the WORKS as per this specification and as may be ordered by the Manager.



### 17. SITE MEETINGS

The Contractor shall be called upon to attend meetings on the site to discuss the progress of WORKS with the Transnet Freight Rail representatives.

### 18. SETTING OUT OF THE WORKS

The setting out of the work shall be the sole responsibility of the Contractor and shall be done in accordance with this Specification, the drawings and the design.

#### 19. KEEP SITE TIDY

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

### 20. SUB-CONTRACTOR

The Contractor shall not assign his obligations under the contract, nor sublet the contract work. Where specialized work or part thereof is required the contractor can use a subcontractor with the consent of the Transnet Freight Rail Project Manager.

## 21. ADDITIONAL WORK

No work will be recognized for additional payment unless it has been arranged with the Project Manager.

# 22. 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.

# 23. SUPERVISION

The Transnet Property 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.



#### 24. HIRE EQUIPMENT

If necessary to hire abnormal equipment to do any work, the payment for the hire equipment shall be market related priced. The approval of the Transnet Project manager is required before such equipment is hired.

#### 25. OCCUPYING OF BUILDINGS

When the buildings are occupied during renovations by Transnet Freight Rail staff, the Project Manager, Contractor and the Manager of the Transnet staff using the building will discuss and agree, on site, the maintenance plan for the building and on how to accommodate the staff during the project.

### 26. PRODUCTS & TRADE NAMES

- 26.1 Where trade names and catalogue references have been used in these Specifications to specify a product, Tenderers must tender on that particular or similar product. In addition, Tenderers must tender on the design specified. The accepted tenderer (i.e. Contractor) may, after obtaining written authority from the Project Manager, use an alternative product or design.
- Where such written authority is given by the Project Manager at the request of the Contractor, for the contractor's convenience, all additional costs involved will be done for the Contractor's account. In the event of a less expensive product or design being used, a variation order reflecting the saving in cost will be issued.

# 27. PRELIMINARY AND GENERAL (P & G)

The P & G shall be as per General & Special Conditions and will include all costs not directly related to the execution of the work as stated. All items not specifically mentioned in the Annexure A must form part of P & G's

# 28. SUBSTANCE ABUSE TESTING

The OHSA (Act 85 of 1993) clearly states in the Safety Regulations 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.

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