



freight rail

# RFQ / TENDER

**Tender No:** CRAC-9827

**Vendor No:** 11001386

BOARD LIST  
BOARD LIST  
TRANSNET FREIGHT RAIL  
PROCUREMENT DEPARTMENT  
2000

**Purchaser :** Tshiamo Motitswe  
**Telephone :** 011 584 0606  
**Fax Number:**

**Please quote reference:**  
K63/6000586055

**Deliver to:**  
TFR Head Office  
Supply Chain Services  
2000 Johannesburg

**Closing Date :** 07.02.2013  
**Validity Date :** 02.05.2013  
**RFQ No :** 6000586055

Ihr Zeichen CRACKGG9827

BRIEFING SESSION WILL BE HELD AT ISANDO BOARDROOM 6TH FLOOR @ 10:00 ON 01/02/2013

BACK FILLING OF POTHOLES, RESURFACING AND SIGNAGE REHABILITATION IN SENTERARAND

THE RFQ DOCUMENTS ARE OBTAINABLE FROM THE OFFICE OF TRANSNET FREIGHT RAIL, TENDER ADVISE CENTRE, GROUND FLOOR, INYANDA HOUSE 1, WELLINGTON ROAD, PARKTOWN, DURING OFFICE HOURS 08:00 TO 15:00 AND NON-REFUNDABLE RFQ FEE OF R100.00 IS APPLICABLE PER RFQ. PAYMENT TO BE MADE TO TRANSNET FREIGHT RAIL, STANDARD BANK ACCOUNT NUMBER : 203158598, BRANCH CODE : 004805

THE DEPOSIT SLIP MUST REFLECT THE RFQ NUMBER AND THE COMPANY NAME.  
RECEIPT TO BE PRESENTED AT COLLECTION OF THE RFQ DOCUMENT.

QUOTATIONS MAYBE EMAILED OR FAXED TO : Thuli.mathebula@transnet.net / (011) 774-9129

FOR ANY TECHNICAL ENQUIRIES WITH REGARD TO THIS RFQ YOU CAN CONTACT :MR  
MFUNDISO MABUNGELA TEL: 011 570 7052/0718607908

1.1 QUOTATION/S MUST BE SUBMITTED PUNCTUALLY AT 10:00 ON OR BEFORE CLOSING DATE AND LATE QUOTATIONS WILL NOT BE CONSIDERED.

1.2 IF POSTED:

21 WELLINGTON ROAD  
INYANDA HOUSE 1  
PARKTOWN  
2193

1.3 ,IF DELIVERED BY HAND:

TRANSNET FREIGHT RAIL-SUPPLY CHAIN SERVICES

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

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21 WELLINGTON ROAD  
INYANDA HOUSE 1  
PARKTOWN

## 2. CONDITIONS:

2.2 ANY PURCHASE ORDER PLACED AS A RESULT OF YOUR QUOTATION WILL BE SUBJECT TO THE STANDARD TERMS AND CONDITIONS OF CONTRACT, FORM US7, (LATEST), GENERAL TENDER CONDITIONS, FORM CSS5 (LATEST) AND CONDITIONS MENTIONED HEREIN.

2.3 TENDERERS MAY OFFER AN EARLIER VALIDITY DATE, BUT THEIR QUOTATION MAY, IN THAT EVENT, BE DISREGARDED FOR THIS REASON.

2.4 TENDERERS ARE REQUIRED TO OFFER ONLY FIRM PRICES. PRICES SUBJECT TO REVIEW IN TERMS OF CLAUSE 32 OF FORM US7 WILL ONLY BE CONSIDERED SHOULD THE DELIVERY PERIOD REQUIRED EXCEED 6 MONTHS.

2.5 BEST DELIVERY TIME MUST BE OFFERED.

2.6 DISCOUNT (TRADE DISCOUNT) CASH DISCOUNT (CONDITONAL DISCOUNT) VALUE VALUE ADDED TAX (VAT) MUST BE SHOWN SEPARATELY.

2.7 TRANSNET RESERVES THE RIGHT TO NEGOTIATE PRICES AND COMMERCIAL ASPECTS AFTER THE CLOSING DATE OF THE QUOTATION.

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

## TAX CLEARANCE CERTIFICATES:

The Regulations in terms of the Public Finance Management Act, 1999: Framework for Supply Chain Management as published in Government Gazette No. 25767 dated 5 December 2003, Clause 9 (1) (d), stipulates that the accounting officer or accounting authority of an institution to which these regulations apply must reject any bid from a supplier who fails to provide written proof from the South African Revenue that the supplier either has no outstanding tax obligations or has made arrangements to meet outstanding tax obligations. Tenderers will be disqualified if a valid tax clearance certificate or written proof from the South African Revenue Service that supplier has made arrangements to meet outstanding tax obligations is not submitted with the tender.

## COMPANY DETAILS:

**NAME OF COMPANY:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**TEL. NO.** \_\_\_\_\_ **FAX NO:** \_\_\_\_\_

**REG. NO.** \_\_\_\_\_

## BROAD BASED BLACK ECONOMIC EMPOWERMENT (BBBEE)

Transnet fully endorses and supports the Government's Broad-based Black Economic Empowerment Programme and it is strongly of the opinion that all South African Business Enterprises have an equal obligation to redress the imbalances of the past. Transnet will therefore prefer to do business with local business enterprises who share these same values. Transnet will endeavour to do business with local business enterprises that possess a BBBEE "recognition level" of at least a level 5. Transnet urges Tenderers (large enterprises and QSE's - see below) to have themselves accredited by any one of the various Accreditation Agencies available, who do their BBBEE ratings in accordance with the latest Codes (i.e. those promulgated on 9 February 2007) and whose names appear on the present ABVA (Association of BEE Verification Agencies) - "List of Full Members" as displayed on the ABVA website ([www.abva.co.za](http://www.abva.co.za)). Although no agencies have, as yet, been accredited by SANAS (SA National Accreditation System), Transnet will, in the interim, accept rating certificates of tenderers who have been verified by any of the listed agencies.

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

1. Large Enterprises (i.e. annual turnover >R35million:  
" Rating level based on all seven elements of the BBBEE scorecard.
2. Qualifying Small Enterprises - (QSE) (i.e. annual turnover >R5million but <R35million:  
" Rating based on any four elements of the BBBEE scorecard.

NB:

3. Emerging Micro Enterprises - (EME) (i.e. annual turnover <R5m) are exempted from being rated/verified:  
" Automatic rating of Level 4 BBBEE irrespective of race of ownership, i.e. 100% BBBEE recognition  
" Black ownership >50% or Black Women ownership >30% automatically qualifies as Level 3 BBBEE, i.e. 110% BBBEE recognition  
" EME's should provide certified documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% from the EME's Auditor/Accounting Officer.

4. In addition to the above, Tenderers who wish to enter into a Joint Venture or subcontract portions of the contract to BBBEE companies, must state in their tenders the percentage of the total contract value that will be allocated to such BBBEE companies, should they be successful in being awarded any business. A rating certificate in respect of such BBBEE JV-partners and / or sub-contractor/s, as well as a breakdown of

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the distribution of the aforementioned percentage must also be furnished

In view of the high emphasis which Transnet places on Broad-based Black Economic Empowerment, Transnet will allow certain preference points for BBBEE in the evaluation of all responses. Depending upon the value of the ensuing business award (i.e. below or in excess of R2m), the 80/20 or 90/10 point preference systems will be utilized where BBBEE will count out of 20 or 10 respectively in the evaluation process.

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

Turnover: Kindly indicate your company's annual turnover for the past year R\_\_\_\_\_

" If annual turnover <R5m, please attach certified confirmation from your Auditor/Accounting Officer

" If annual turnover >R5m please attach original or certified copy of accreditation certificate and detailed scorecard by an ABVA accreditation agency (registered as a "Full Member")

## PAYMENT TERMS

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

" All suppliers will be paid 30 days from receipt of month end statement, i.e. payment term F055.

## CONDITIONS:

This quotation is subject to the provisions of the Standard Terms and Conditions of Contract, Form US7, (Latest ) and the General Tender Conditions, Form CSS5 (Latest) and any other standard or special conditions mentioned and/or embodied in the quotation request.

## SCHEDULE OF REQUIREMENTS

PRICES TENDERED ARE TO BE "DIRECT" AND EXCLUDE VAT.

IN THIS REGARD THE TENDERER'S ATTENTION IS DIRECTED TO PARAGRAPH 16 OF FORM CSS5 (LATEST).

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TRANSNET INSISTS ON HONESTY AND INTEGRITY BEYOND REPROACH AT ALL TIMES AND WILL NOT TOLERATE ANY FORM OF IMPROPER INFLUENCING, BRIBERY, CORRUPTION, FRAUD, OR ANY OTHER UNETHICAL CONDUCT ON THE PART OF BIDDERS/ TRANSNET EMPLOYEES. IF, IN THE OPINION OF TRANSNET'S CHIEF OPERATING OFFICER, A TENDERER / CONTRACTOR / SUPPLIER HAS OR HAS CAUSED TO BE PROMISED, OFFERED OR GIVEN TO ANY TRANSNET EMPLOYEE, ANY BRIBE, COMMISSION, GIFT, LOAN, ADVANTAGE OR OTHER CONSIDERATION, TRANSNET SHALL BE ENTITLED TO REVOKE THE TENDER / CONTRACT BY FOLLOWING ITS INTERNAL POLICIES THAT GOVERN THE EXCLUSION PROCESS. IN SUCH AN EVENT TRANSNET WILL BE ENTITLED TO PLACE ANY TENDERER / CONTRACTOR / SUPPLIER WHO HAS CONTRAVENED THE PROVISIONS OF TRANSNET'S BUSINESS ETHICS ON ITS LIST OF EXCLUDED TENDERERS. THIS LIST WILL ALSO BE DISTRIBUTED TO ALL OTHER STATE OWNED ENTERPRISES AND GOVERNMENT DEPARTMENTS.

TRANSNET INVITES ITS VALUED SUPPLIERS TO REPORT ANY ALLEGATIONS OF FRAUD CORRUPTION OR OTHER UNETHICAL ACTIVITIES TO TRANSNET TIP-OFFS ANONYMOUS, AT ANY OF THE FOLLOWING ADDRESSES / CONTACT NUMBERS:-

TOLL-FREE ANONYMOUS HOTLINE - 0800 003 056  
EMAIL - Transnet@tip-offs.com  
FAX NUMBER - 0800 007 788  
FREEPOST DN 298, UMHLANGA ROCKS, 4320

CONFIDENTIALITY IS GUARANTEED

Item	Qty	Material	Description
00010	1	CONTRACT FOR TAR REHAB IN STQ YARD	

R.....  
Each

Delivery Date: 30.03.2013

FULL DETAILS OF DESCRIPTION

DATE: .....

SIGNATURE OF TENDERER(S): .....

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### 3. ADDITIONAL INFORMATION REQUIRED: (WHERE APPLICABLE)

#### 3.1 THE FOLLOWING ADDITIONAL INFORMATION IS REQUIRED:

- (A) DISCOUNT: .....  
(B) SETTLEMENT DISCOUNT:.....  
(C) PRICE/S FIRM: .....  
(D) PRICE/S FIRM UNTIL ..... THEREAFTER SUBJECT TO REVIEW.  
(E) PRICE/S NOT FIRM: .....  
(F) SABS MARK: .....  
(G) SABS PERMIT NO: .....  
(H) BRAND/MAKE/TYPER: .....  
(I) FULL NAME AND ADDRESS OF MANUFACTURER: .....

- (J) FULL NAME AND ADDRESS OF INSPECTION POINT: .....

- (K) COUNTRY OF ORIGIN: .....

Comply : \_\_\_\_\_ Does not Comply : \_\_\_\_\_ Not applicable : \_\_\_\_\_

Justification : .....

#### (L) SURPLUS MATERIAL:

TENDERERS MUST INDICATE IF THEY WILL BE PREPARED TO PURCHASE BACK FROM TRANSNET ANY SURPLUS MATERIAL WHICH MAY BECOME AVAILABLE FROM ANY RESULTING PURCHASE ORDER/CONTRACT ORIGINATED FROM THE QUOTATION SUBMITTED: .....

#### (M) PAYMENT OVERSEAS:

ONLY IF TRANSNET LIMITED IS REQUESTED BY THE TENDERER TO EFFECT PAYMENT OVERSEAS DIRECT TO THE TENDERER'S PRINCIPAL/SUPPLIER THE FOLLOWING INFORMATION IS REQUIRED:

\* EXCHANGE RATE ON WHICH THE QUOTATION PRICE IS BASED: R1,00 (S.A. CURRENCY) BEING EQUAL TO ..... (FOREIGN CURRENCY)

\* PERCENTAGE IN RELATION TO THE QUOTATION PRICE TO BE REMITTED OVERSEAS: .....

\* NAME OF COUNTRY TO WHICH PAYMENT IS TO BE MADE: .....

\* APPLICABLE DATE OF EXCHANGE RATE: .....

\* BENEFICIARY'S NAME AND FULL ADDRESS: .....

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\* BENEFICIARY'S BANKERS AND FULL ADDRESS:

\* APPLICABLE ACCOUNT NUMBER:

(N) DELIVERY DATE:

TENDERERS MUST FURNISH THEIR ACTUAL DELIVERY AND MANUFACTURING PERIOD HEREUNDER NOTWITHSTANDING THE DELIVERY DATES SPECIFIED BY TRANSNET.

THE FOLLOWING MUST ALSO BE FURNISHED IN REGARD TO THE ABOVE:

1. PERIOD REQUIRED TO OBTAIN RAW MATERIAL. ....(DAYS)
2. MANUFACTURING PERIOD. ....(DAYS)
3. PERIOD TO TRANSPORT MATERIAL TO DESTINATION. ....(DAYS)

MATERIAL NO.	1.(PERIOD)	2.(PERIOD)	3.(PERIOD)

INDICATE THE PERCENTAGE (%) OF THE PRICE THAT IS SUBJECT TO THE VARIABLE COPPER FEE: -----%.

DATE: .....

SIGNATURE OF TENDERER(S): .....



## REQUEST FOR QUOTATION ("RFQ")

**RFQ NUMBER CRAC-JHB-9827**

### **BACK FILLING OF POTHoles, RESURFACING AND SIGNAGE REHABILITATION IN SENTRARAND.**

#### **Information Session**

#### **5. RFQ SITE MEETING**

**A COMPULSORY INFORMATION MEETING WILL BE HELD AT THE FOLLOWING VENUE:**

Venue : Isando( Boardroom 6<sup>th</sup> floor )

Time : 10:00

Date : 01 January 2013

The site meeting is compulsory and companies not attending **will be overlooked** during the tender awarding process.

Contact people on sites: Mfundiso Mabungela (011 570 7052 / 071 860 7908)

#### **5.1 ATTENDANCE CERTIFICATE**

This is to certify that.....

Representative/s of .....

Has/have today attended the Tender briefing in respect of the proposed:

.....

TRANSNET'S REPRESENTATIVE      TENDERER'S REPRESENTATIVE

DATE : .....

#### **VERY IMPORTANT**

ANY TENDERER NOT ATTENDING THE INFORMATION MEETING **WILL** AUTOMATICALLY BE EXCLUDED FROM THE BUSINESS AWARDED PROCESS

**PLEASE BRING THE VALID DOCUMENT ON THE DAY OF BRIEFING AND ALSO MAKE SURE THAT YOU BRING YOUR SAFETY SHOES AND REFLECTIVE VEST ON SITE**





### Price Schedule

I/We quote as follows for the goods required, on a "delivered nominated destination" basis, excluding VAT: [for SERVICES, attach a scope of work & pricing schedule]

TRANSNET LIMITED  
(REGISTRATION NO. 90/00900/06)  
TRADING AS TRANSNET

### SCHEDULE OF QUANTITIES

SCHEDULE OF WORK AND PRICES					
	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1	Site establishment	Sum	1		
2	Site De-establishment	Sum	1		
3	Tar road rehabilitation				
	Supply and Backfilling of Potholes	M <sup>2</sup>	400		
	Supply and Re-surfacing of 25mm continuously overlay including tack coat	M <sup>2</sup>	18000		
4	Signage rehabilitation				
	Painting of Stop wording	No.	5		
	Painting of Yield wording	No.	6		
	Painting of Level crossings wording	No.	10		
	Painting of Robots wording	No.	3		
	Painting of road centre line wording	3000	m		
	Painting of Road bearing (yellow and white)	No.	1		
	Painting of One way wording with arrow	No.	1		
TOTAL CARRIED FORWARD TO SUMMARY					

TOTAL

VAT

CONTRACT VALUE

Delivery Lead-Time from date of purchase order: \_\_\_\_\_ [days/weeks]

**NOTE:** The quantities given are provisional and are included for the sole purpose of evaluating the tender amount. These quantities may be altered, if necessary, on the sole discretion of the Engineer.



## **SCOPE OF WORK**

### **A1. SCOPE OF WORK**

#### **A1.1 DESCRIPTION OF WORK**

This contract covers the painting for signs, backfilling of potholes and re surfacing at Sentraraand yard. The works are required to be undertaken in accordance with the specification. The Works, described more specifically in Part B of this project specification, generally consists of the following:

- Painting on the ground for relevant signage's.
- Cleaning of existing road prior to resurfacing.
- Cutting and construction of Potholes.
- Resurfacing of existing tar road with 30 mm continuous overlay

#### **A1.2.LOCATION OF SITE AND ACCESS**

The site is located at Sentraraand yard. The site falls under the Isando Depot. Access to the worksites can be gained from Putfontein directly.



### **A.1.3. DURATION OF CONTRACT**

The contractor must submit a construction program together with his tender stipulation the duration for the works to be completed. This contract shall not be longer than Two months (2) from the date of commencement.

The interruptions to the train service have to be kept to the minimum.

The Contractor has to indicate in its tender the type and duration of occupations that needs to be applied for and the time required to execute the work.

Transnet freight rail reserves the right to cancel the contract if the standard of workmanship and accuracy as specified in the Technical Specifications of this document is not achieved. Such termination can be done by the sole discretion of the Project Manager in communication with the Executive Manager and Depot Engineer and will be done in writing.

### **A2. DEFINITIONS**

For the purpose of this contract,

**Project Manager:** Means a person appointed by the Project Executive for the period of this project, to supervise and take charge of all contractual matters relating to this project.

**Technical Officer:** Refers to any person appointed by the Project Manager who shall be on site from time to time, so as ensure a smooth running of the project.



### **A3. CONSTRUCTION PROGRAM**

The Contractor shall include with his tender a preliminary program of construction. The program shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed (Preferably MS Project). This program must be accompanied by a detailed personnel composition and level of skills for every phase of the project.

The contractor is to stipulate if any phases of the contract needs full occupations, to enable the Depot to arrange with the NCC timeously. The Project Manager shall supply the Contractor in writing a confirmation of occupation dates as soon as National Occupation Office (NCC) has approved them. The Contractor must then supply a detailed construction program, which ties in with the occupation dates.

### **A4. TO BE PROVIDED BY TRANSNET FREIGHT RAIL**

- ♦ Arrangement with landowners and statutory authorities regarding access and other statutory requirements

### **A5. TO BE PROVIDED BY THE CONTRACTOR**

- ♦ The provision of all labour and the operation of all plant, equipment and material resources as per schedule of quantities to complete the works in accordance with the specifications and all contract requirements.
- ♦ All arrangements regarding water and sanitation requirements for the duration of the contract.
- ♦ The Contractor must make his own arrangement for accommodation of his staff.
- ♦ Two qualified flagmen for the duration of the contract.
- ♦ Three walky-talkies
- ♦ A cell phone onsite for communication with respect to train operations

### **A6. SITE OFFICE AND SITE BOOKS**

The Contractor shall provide a site office. The Contractor shall provide a triplicate site instruction book and a site diary, which must remain on the site for the duration of the project. The Contractor shall complete the daily site diary and a detailed description of the work done shall be recorded on a daily basis. Neither of these books shall be removed from the site without the permission of the Project Manager or the Technical Officer on site.

**A7. SITE MEETINGS**

The Contractor shall attend all site meetings convened by the Project Manager or Technical Officer. The purpose of such meetings shall be to discuss progress, delays, materials, deviations from scope, safety related matters, conditions, specifications, etc. The meeting will be held under the chairmanship of the Project Manager or Technical Officer.

Preferable days will be discussed and agreed with the Contractor for the meetings. The following people shall attend such a meeting: Project Manager, Technical Officer, the Contractor's Project Manager or/and his Site Agent, other department's representatives and any other person whom shall be deemed necessary to attend such a meeting.

**A8. PROTECTION OF, AND CONNECTION TO EXISTING SERVICES**

The Project Manager or Technical Officers shall be responsible for locating and pointing out existing services to the contractor. The contractor shall then take full responsibility for the protection of such services during construction. Should any service be damaged during the course of the works, the Project Manager shall be notified immediately. The Contractor will be held responsible for damage to known existing services caused by or arising out of his/her operations and any repair shall be done at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.



## **A9. SITE FACILITIES**

### **A9.1 Contractor's camp**

The contractor shall make his own arrangements for suitable housing of his employees. Where temporary housing is permitted by the Project Manager or Technical Officer on Transnet freight rail Reserve, the contractor shall provide a suitable sanitation, lighting and potable water supplies. The contractor may, where available and subject to the approval of the Project manager, use Transnet freight rail campsites and sanitation services. Fouling of the area inside or outside of Transnet freight rail boundaries must be prevented. The contractor may be called upon by the Project Manager to dispose any foul or waste matter generated by the contractor. Transnet Freight Rail will not provide security for contractor's assets.

The accommodation of the supervisory and labour employees shall be in accordance with the regulatory and statutory requirements of the Local Authorities. No Project Manager's office is required for this project.

All buildings used by the Contractor as offices, storage facilities; workshops, sheds and sanitary facilities must be of a temporary nature. Sufficient facilities only for the purposes of this contract must be supplied. The Contractor will be required to demolish, and clear up site at completion of contract.

### **A9.2. Water Supply and Electricity**

The Contractor shall make his own arrangements for the supply of water and electricity to the proposed campsite. Where available the Contractor may apply to the Project Manager for permission to use Transnet freight rail water and electricity supply. All costs for making it available as well as usage will be to the Contractor's account.



## **A10. MEASUREMENT AND PAYMENT CERTIFICATE**

The units of measurement will be as indicated in the Schedule of quantities against each activity. Payment will be calculated according to the actual items completed as per items in the Schedule of Quantities. The claim for payment to the Contractor will be set out on a typed form similar to the Schedule of Quantities. Payment to the Contractor shall be made at the end of each calendar month. The Contractor shall submit a payment claim at the end of each month, the Project Manager will verify items claimed against actual item completed and where necessary adjustment shall be made and payment carried out. A 5 % retention will be imposed against each payment claimed by the Contractor according to Clause A.13.

### **A.11 PAYMENT FOR ITEMS UNDER GENERAL**

#### **A.11.1 Site de-establishment**

Payment for this item will be made when site de-establishment has been completed and the whole site left in a neat and tidy manner. In case where Contractor was allowed to utilize Transnet reserve as camp site, he will have to clear and clean the area to the satisfaction of the Project Manager before any payment of this item will be made.

#### **A.11.2 Escalations**

Time related obligations and general items will not be subjected to escalation and payment will be made on a monthly basis.



#### **A.12 DEFECTS LIABILITY PERIOD**

The defects liabilities period shall be 3 months after the completion certificate has been issued according to clause 56 of the General Conditions of Contract.

The Completion Certificate will be issued once all clearing and finishing off on site has been completed.

#### **A.13. RETENTION MONEY**

The retention money for this project will be 5 % of the project cost, which will be paid after defect liability period of three months has lapsed. The Contractor may be called upon to rectify any defect or sub-standard work before retention money is paid to him.

#### **A.14. PENALTIES FOR LATE COMPLETION**

Should the Contractor fail to complete the works during the contract period, or/and activities on critical path, calculated from the time of notification, penalties of **R1000.00 per working day** shall apply in terms of the conventional Penalties Act of 1962 (as amended).

#### **A.15. INDEMNITIES AND INSURANCE**

The Contractor shall take every precaution not to cause damage property or injury to any person as a result of his execution of the work.

Transnet freight rail will insure, in the joint names of Transnet Freight Rail and the Contractor, against all legal liabilities which may arise from the accidental death of, or injury to third party persons and/or accidental loss of, or damage to third party property in the course of the Contractor's execution of the work. The insurance policy will be for an indemnity limit as stated in the policy and will be maintained in force during the entire period of the contract. The insurance to be provided will have a cross liabilities cover in respect of which each party shall be separately indemnified in respect of claims made by any one of them against the other as though a separate policy has been issued to each of them. The Contractor shall insure against loss of or damage to his own machinery, tools, equipment, materials and site establishments and any consequential financial losses arising from such damage. This insurance is to be maintained in force during the entire period of the Tender. The Contractor shall likewise arrange his own insurance in respect of motor vehicle liabilities and employer's common law liabilities of the Contractor.



#### **A.16. APPLICABLE SPECIFICATIONS**

In so far as they apply and they are not inconsistent with the terms of this specification, the following specifications will form an Integral part of this project. In case where these specifications and other extracts are contrary or inconsistent with this project specification, the project specification will rule over them. Where only extracts are supplied the whole document can be obtained from the Transnet freight rail representative (i.e. Project Manager/ Technical Officer).

A.14.1 E4B Minimum Communal Health Requirements in areas outside the jurisdiction of a local authority.

A.14.2. E4E Safety arrangements and procedural compliance with the Occupational Health and Safety Act; Act 85 of 1993 and Regulations.

A.14.3. E7/1 Specifications for works on, over and adjacent to Railway lines and near High Voltage Equipment.

For technical specifications: - Refer to Part B

**TRANSNET FREIGHT RAIL (A division of Transnet LTD.)**

**CONTRACT NO.**

**PROJECT: TAR ROAD AND SIGNAGE REHABILITATION IN SENTRARAND**  
**YARD.**

**PART B: TECHNICAL SPECIFICATIONS**

“PREVIEW COPY ONLY”

## **CONTENTS**

- B1. GENERAL
- B2. SCOPE OF WORK
  - B2.1 Supply and Installation of sign boards
  - B2.2 Potholes
  - B2.3 Re-Surfacing
- B3. SAFETY
- B4. MATERIALS
  - B4.1 Supply and Safe Keeping of Material
  - B4.2 Overhaul and released material
- B5. PLANT AND EQUIPMENT
- B6. QUALITY CONTROL
- B7. DAYWORK
- B8. ACCESS TO WORK SITE
- B9. FINISHING OFF AND CLEARING OF SITE
- B10. ADVERSE WEATHER CONDITIONS
- B11. FINAL INSPECTION OF WORK
- B12. HANDING OVER OF WORK PLACES



## **B1. GENERAL**

B.1.1 All facilities are to meet Statutory and Transnet health requirements.

B.1.2 Works to meet all Transnet Specifications including but not limited to:

E7/1 Specifications for works on, over and adjacent to Railway lines and near High Voltage Equipment.

## **B2. SCOPE OF WORK**

The scope of work covers the technical specifications for the erection of signs, painting for signs, potholes construction and resurfacing.

### **B 2.1 PAINTING OF SIGNS WORDING**

- The contractor shall paint on the ground for the level crossings, yield signs and Stop signs. These places will be shown by technical officer on site.

•

### **B 2.2 Potholes**

- All the places that have potholes, shown by technical officer, shall be cut nicely and the spoil shall be taken to dump site which is One km away from site.
- The formation level shall be compacted with bomag before tack coat is sprayed.
- Hot asphalt shall be backfilled in the holes and compacted by Bomag.

### **B 2.3 Resurfacing**

- Road shall be cleaned properly from kerb to kerb prior to spraying binder.
- The removed spoil shall be taken to dump site shown by technical officer which is One km away from site.
- Tack coat shall be applied before premix is applied
- Each spray should be started and stopped over a steel plates or rubber sheets or building paper at least 1m wide.
- The contractor shall supply, deliver and lay 25mm continuously graded medium asphalt overlay.
- The quantity for resurfacing is 18000 m<sup>2</sup> to cover a distance of three (3) km.

***All signage shall be done according to Transnet Safety Signage Manual i.e the size of poles and their boards, the colour of the boards and the poles e.tc***

**The contractor will ensure that Transnet property is left in a tidy and clean condition after the execution of the works.**



### **B3. SAFETY**

The Contractor is responsible for familiarizing himself and his employees of the content of Act 85 of 1993 as applicable on the type of the work being performed. The Contractor shall conduct a daily safety talk with his personnel and all other people present on site. An attendance register and minutes of the meeting shall be recorded and kept on the safety talk file or on the site diary daily.

The Contractor must supply all workers employed during this project with necessary Personal Protective Equipments applicable to the type of work being performed. No person either from Contractor, Transnet Freight Rail, general public, or any division of Transnet will be allowed on site without proper and appropriate Personal Protection Equipments. The Project Manager or Technical Officer shall remove any personnel who would come to site without proper Personnel Protection Equipment. Asset Protection Service may be called upon to remove any person who fails to comply with site safety and protection requirements.

The making of fire for any purpose will not be permitted. The Contractor will be responsible for any damage to Transnet Freight Rail or adjacent private properties caused by fire emanating from his personnel making fire on the work site.

### **B4. MATERIALS**

#### **B4.1. Supply and Safekeeping**

The Contractor shall supply all material for the completion of the project.

The Contractors shall supply only quantities of material stipulated in the schedule of quantities for the completion of all works in this contract. All costs regarding the transportation, safekeeping as well as handling of the material up to the final installation, is to the account of the Contractor and are deemed to be included in the rates tendered. The Contractor will be liable for all material as soon as it has been delivered to him on site. It is therefore the Contractor's responsibility to ensure correct quantities and specification of materials on delivery and their safekeeping.

The Contractor shall dispose all surplus and unsuitable material in spoil areas indicated by the Project Manager or Technical Officer. He shall be responsible for all arrangements necessary to get access to such spoil sites.

**B4.2 Overhaul and released material**

No payment will be made for overhaul on this contract unless provision is made therefore in specific items. All released material shall remain the property of Transnet Freight Rail.

**B5. PLANT AND EQUIPMENT**

The Contractor must provide his own plant and all other equipment or instruments needed for the execution of this project. The Contractor is responsible for the storage and safekeeping of their equipment. Transnet Freight Rail will accept no responsibility of any damage due to theft, fire, or anything.

**B6. QUALITY CONTROL**

The Contractor will be solely responsible for the production of work that complies with Specifications to the satisfaction of the Project Manager. To this end it will be the responsibility of the Contractor to undertake appropriate quality control and quality assurance measures on site.

The Contractor will at his own costs repair the rejected work to the satisfaction of the Project Manager or Technical Officer, and only on approval will payment be made. The re-construction work rejected due to non-conformity does not warrant an extension of time. Should contractor fail to meet his deadline, he will be liable for penalties according to Clause A14.

**B7. DAYWORKS**

When day work is requested by the Project Manager, payment shall be based on the same rates as those contained in the Schedule of Quantities, Labour Rates Form or by application of Variation Order (VO). Records must be verified by the Project Manager during the execution of the day work.

**B8. ACCESS TO WORK SITE**

Transnet Freight Rail shall issue a site access certificate to the Contractor before the start of the contract period.

**B9. FINISHING OFF AND CLEARING OF SITE**

After completion of the works the Contractor is responsible for finishing off and clearing up of site. The work entails clearing of all obvious signs of construction activities like building equipment, excess material, rubbish and temporary works to the satisfaction of the Project Manager or Technical Officer.

**B10. ADVERSE WEATHER CONDITIONS**

During the execution of works, the Project Manager or Technical Officer will certify a day lost due to abnormal rainfall and adverse weather conditions only: If no work was possible on the relevant working day on any item which is on the critical path according to the latest approved construction program, the program may be revised to recover the lost days.

**B11. FINAL INSPECTION OF WORK**

A final inspection of the work will be done within seven working days after the Contractor has notified the Project Manager of Transnet in writing that the work has been completed. If the work is found to be satisfactory and Transnet property left tidy, a Certificate of Completion will be issued and the Contract will be considered completed.

It is the duty of the contractor to send a copy of the hand over certificate that has been certified as correct by the Project Manager, together with the relevant pages of the site diary, to the office of the Depot Engineer for payment to be made.

**B12. HANDING OVER OF WORKPLACES**

Handing over of workplaces will be done as soon as the work has been satisfactorily completed. Handing over inspections will be convened on an ad-hoc basis as agreed by the Project Manager and the contractor.

The hand over certificate that is included in this document will be completed by the Project Manager and certified by the contractor as correct and sent together with the relevant pages of the site diaries to the office of the Depot Engineer for payment.