



REQUEST FOR QUOTATIONS

Transnet Freight Rail a Division of Transnet SOC Ltd. invites all interested parties to respond to a request for quotation (RFQ) as indicated below. All RFQ's should be submitted on the appropriate tender forms and should be deposited in the Tender Box before 12h00 on the closing date of the RFQ/s.

If delivered by hand, the RFQ submissions must be addressed to The Secretariat of the Transnet Freight Rail Acquisition Council, Admin Support, Supply Chain Services Building, 1st Floor foyer, Stow Road, Uitenhage, 6229. If posted Transnet Freight Rail, Secretariat of the Acquisition Council, Admin Support Office, Po Box 95, Uitenhage, 6230

RFQ documents may be obtained **Free Of Charge** on and after 25 September 2013 at the Supply Chain Services Building, Room 105, 1st Floor, Stow Road, Uitenhage during the office hours **09h00 to 15h00** during weekdays.

RFQ documents may be viewed from the website by clicking on the RFQ number that is highlighted in red on the website: (<http://www.transnetfreightrail-tfr.net>)

RFQ NUMBER : PTH 52448

DESCRIPTION : EMERGENCY REPAIRS AND MAINTENANCE WORK ELECTRICAL ON AS AND WHEN REQUIRED BASIS IN EAST LONDON AREA FOR PERIOD ENDING 30 OCTOBER 2014 OR UNTIL TOTAL PAYMENT HAS REACHED R 150 000.00 WHICHEVER OCCURS FIRST

A COMPULSORY INFORMATION MEETING WILL BE HELD

DATE : 8 OCTOBER 2013

TIME : 9:00

VENUE : TFR, CLIENT CENTRE, 46 NORTH STREET, EAST LONDON (FOR DIRECTIONS PLEASE PHONE VINCENT 083 284 106510/8/2013

CLOSING DATE : 15 October 2013 @ 12H00.

For enquiries regarding the collection of the RFQ please contact:

NAME : R.BLOM

TEL : 041 – 994 2045

Email: Ronelle.blom@transnet.net

Transnet Freight Rail urges Clients & Suppliers to report fraud/corruption at Transnet to TIPOFFS ANONYMOUS: 0800 003 056



Transnet freight rail, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No : PTH 52448

**FOR THE : EMERGENCY REPAIRS AND MAINTENANCE WORK ELECTRICAL ON AS
AND WHEN REQUIRED BASIS IN EAST LONDON AREA FOR PERIOD ENDING 30
OCTOBER 2014 OR UNTIL TOTAL PAYMENT HAS REACHED R 150 000.00
WHICHEVER OCCURS FIRST:**

ISSUE DATE : 19 September 2013

CLOSING DATE: 15 October 2013

CLOSING TIME: 12:00

COMPULSORY INFORMATION BRIEFING SESSION AND SITE MEETING:

Date: 8 October 2013

Time: 9:00

Venue: TFR, CLIENT CENTRE, 46 NORTH STREET, EAST LONDON (FOR
DIRECTIONS PLEASE PHONE VINCENT 083 284 1065)

**NB: IF MINUTES OF THE INFORMATION BRIEFING / SITE MEETING THAT WAS HELD
IS NOT RECEIVED BY BIDDERS WITHIN 48 WORKING HOURS, BY EMAIL OR FAX,
THE BIDDERS SHOULD SEND A REQUEST FOR MINUTES TO :**

Dixie.diedericks@transnet.net

Contacts:

Up to the closing date : Dixie : dixie.diedericks@transnet.net Tel 041 994 2033

After closing date : Ronelle : ronelle.blom@transnet.net Tel 041 994 2045

**SCHEDULE OF DOCUMENTS**

SECTION 1	:	NOTICE TO BIDDERS	PAGE 3 - 9
SECTION 2	:	QUOTATION	PAGE 10 - 11
SECTION 3	:	GENERAL CONDITIONS	
SECTION 4	:	PROJECT SPECIFICATIONS	PAGE 21
SECTION 5	:	CERTIFICATE OF ATTENDANCE	PAGE 22
SECTION 6	:	ATTACHMENTS	PAGE 23

"PREVIEW COPY ONLY"

Section 1 NOTICE TO BIDDERS

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

METHOD:

Post and/or courier

CLOSING VENUE:

Postal Address:

Transnet Freight Rail

Secretariat of the Acquisition Council, Admin Support Office

Po Box 95

Uitenhage

6230

Physical Address:

Transnet Freight Rail

Secretariat of the Acquisition Council, Admin Support Office

Supply Chain Services Building

1st Floor Passage

Stow Road

Uitenhage

6229

1 Responses to RFQ

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

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

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

2.1 B-BBEE Scorecard and Rating

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

- In this RFQ, Transnet will apply the 80/20 preference point system prescribed in the PPPFA if the lowest acceptable bid is greater than Thirty Thousand rand (R 30 000.00).
- Proposals will be evaluated on price which will be allocated 80 points and preference which will be allocated 20 points.

- The 80/20 preference point system applies where the acquisition of the Services will be less than R1 000 000.00. However, if the 80/20 preference point system is stipulated in this RFQ and all Bids received exceed R1 000 000.00, the RFQ 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:

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

- Large Enterprises** [i.e. annual turnover greater than R35 million]:
 - Rating level based on all seven elements of the B-BBEE scorecard
- 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
- 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, B-BBEE status level and validity date.

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

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

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 clause 18 below for Returnable Documents required]

2.2 B-BBEE Improvement Plan – N/A

Transnet encourages its Suppliers/Service Providers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard to be assessed as detailed in paragraph 2.1 above, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate the extent to which their ownership,

management control, employment equity, preferential procurement and enterprise development will meet or exceed certain minimum targets over the contract period.

Respondents are requested to submit their B-BBEE Improvement Plan as an additional document with their Proposals by completion of Annexure..... _appended hereto. [Refer to Section and Annexure for further instructions]

2.3 Supplier Development Initiatives - N/A

Historically in South Africa there has been a lack of investment in infrastructure, skills and capability development and inequality in the income distribution and wealth of a significant portion of the population. There have been a number of Government initiatives developed to address these challenges. In particular, the New Growth Path [NGP] developed in 2010 aligns and builds on previous policies to ensure the achievement of Government's development objectives for South Africa.

Transnet fully endorses and supports Government's New Growth Path policy through its facilitation of Supplier Development [SD] initiatives. Hence Respondents are required to submit their commitments with regard to Supplier Development Initiatives over the duration of this contract.

All Respondents must refer to Section and Annexure for further instructions and submit a Supplier Development Bid Document and SD Value Summary, Annexure..... as these are essential returnable documents.

Note: Should a JV be envisaged the principal Respondent is required to submit the required responses as indicated above.

The commitments made by the successful Respondents will be incorporated as a term of the contract and monitored for compliance.

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: Dixie Diedericks
Email: dixie.diedericks@transnet.net
- c) Respondents may also, at any time after the closing date of the RFQ, communicate with The Secretariat of the Acquisition Council, Admin Support Office, Ronelle Blom, on any matter relating to its RFQ response:

Telephone 041 994 2045
Email Ronelle.blom@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 may result in disqualification.

5 VAT Registration

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

6 Legal Compliance

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

7 Changes to Quotations

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

8 Pricing

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

9 Prices Subject to Confirmation

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

10 Negotiations

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

11 Binding Offer

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

12 Disclaimers

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

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

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 Respondent's Samples N/A

Only in cases when the Respondent submits a sample(s) of the goods / products / material quoted for, the sample(s) must be endorsed with the RFQ number and description and forwarded on or before the deadline date to the following addressee:

.....

14 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
- Weighted evaluation based on 80/20 preference point system as indicated in paragraph 2 above:
 - Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts¹ will be critical
 - B-BBEE status of company

¹ 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.

Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

15 Validity Period

Transnet desires a validity period of 90 [ninety] 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 Details

Companies Trading Name _____
 Registration number of company / C.C. _____
 Registered name of company / C.C. _____
 Name of respondent _____
 Physical Address _____
 Respondents Contact Person: Name _____
 : Designation _____
 : Tel No. _____
 : Mobile No. _____
 : Fax No. _____
 : E-Mail _____
 Service Provider for legal Notices _____
 Fax No. _____

Disclosure of Prices Quoted

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

YES NO

18 Returnable Documents

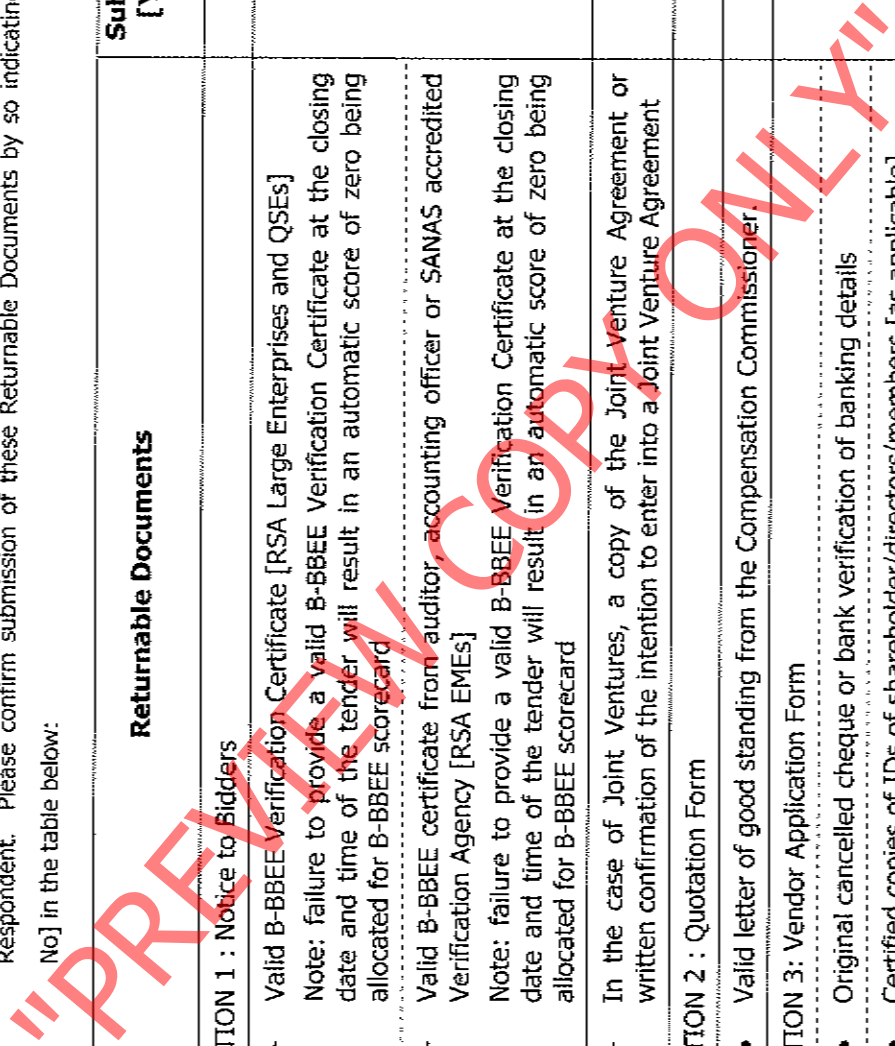
Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below.

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

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

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

Returnable Documents	Submitted [Yes or No]
<p>SECTION 1 : Notice to Bidders</p> <ul style="list-style-type: none"> - Valid B-BBEE Verification Certificate [RSA Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard - Valid B-BBEE certificate from auditor, accounting officer or SANAS accredited Verification Agency [RSA EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard 	
<ul style="list-style-type: none"> - In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement 	
<p>SECTION 2 : Quotation Form</p> <ul style="list-style-type: none"> • Valid letter of good standing from the Compensation Commissioner. 	
<p>SECTION 3: Vendor Application Form</p> <ul style="list-style-type: none"> • Original cancelled cheque or bank verification of banking details • Certified copies of IDs of shareholder/directors/members [as applicable] • Certified copy of Certificate of Incorporation [CM29/CM9 name change] • Certified copy of share certificates [CK1/CK2 if C.C.] • Entity's letterhead • Certified copy of VAT Registration Certificate [RSA entities only] • Certified copy of valid Company Registration Certificate [if applicable] • Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party] 	



Section 2 QUOTATION FORM

I/We _____

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

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

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

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

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

Price Schedule

Notes to Pricing:

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



TRANSNET SOC LIMITED
(REGISTRATION NO. 1990/00900/30)

Trading as TRANSNET FREIGHT RAIL
(Hereinafter referred to as TRANSNET)

RFQ PTH 52448

SCHEDULE OF RATES AND QUANTITIES

Company name:

Emergency repair work will be carried out at the following hourly rates:

	Normal Working Hours Excl of V.A.T.	Overtime Hours Excl of V.A.T.	Saturday Hours Excl of V.A.T.	Sunday & Public Holiday Hours Excl of V.A.T.
1. Artisan Rate (Labour)	R _____	R _____	R _____	R _____
2. Semi- Skilled (Labour)	R _____	R _____	R _____	R _____
3. General Labour Rate	R _____	R _____	R _____	R _____
4. Traveling/Transport Cost	R _____ / km. Excl of V.A.T. Note: This rate per km is from the 20km radius to the requested work and the rate per km is inclusive of the return trip.			
5. Material Cost Mark-up	_____ % (% handling charge) Note: A copy or proof of purchase invoice must be attached to V.A.T. invoice from Contractor.			

TENDERER: [Name] _____

TENDERER: [Signature] _____

DATE: _____

Section 3 GENERAL CONDITIONS

- 1. Scope of work**
As per attached specification
- 2. Site location**
The site is situated at per specification
- 3. Time to complete the work**
The tenderer shall indicate at section 2 the time he will require to complete the work, however, this time should not exceed time as per specification. This period shall be exclusive of weekends, public holidays and statutory holiday periods.
Failing completion of the work within the period as stipulated above or with any shorter period offered by the tenders and accepted by Transnet, the contractor shall pay to Transnet the sum of as per specification for every day or part thereof during which the works remain incomplete.
- 4. Guarantee**
All workmanship and material shall be guaranteed for a period as indicated in specification of completion of work.
- 5. Inspection of works**
 - 5.1** 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 and to examine foundations before permanent work is placed thereon.
 - 5.2** The Contractor shall give due notice to the Project Manager whenever any such work of formations is or are ready or about to be ready for examination. The Project Manager shall, without unreasonable delay, unless he considers it necessary and advises the Contractor accordingly, examine and or measuring such work as required.
 - 5.3** 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 and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating and making good the same shall be done by the Contractor .

Site records

6.1 Site Instruction Book

The Contractor shall provide a **site instruction book (not smaller than A5) , 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.

6.2 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, names & numbers of workers on site, material that has been delivered, material that has been loaded and disposed off, incidents that have occurred, nature of work to be done on that day, etc.

6.3. Programming & Planning of the work

The contractor shall provide to the Project Manager a detail 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 program must be agreed to (in the site instruction book) before any work will be allowed to commence on the workshops, per se. 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.

7. 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 drums, connections, hoses, clamps etc., as necessary and to provide water to the working site .

8. 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 and to provide power to the working site

9. 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 the processing these permits. This includes changes to staff during the contract period.

10. Materials found on site

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

11. Cleaning 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 caused by the works and leave the site and the whole of the works clean and tidy to the satisfaction of the Project Manager.

12. Working outside normal working hours

The 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.

13. 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.

14. Retention

Transnet Freight Rail reserves the right to retain up to ten (10) percent of the value of the contract, for a period of six months, (the maintenance period) or such further period beyond the maintenance period if defects have not yet been made good to the satisfaction of the Project Manager.

15. Safety Precautions and Insurance

15.1. Act 85

The contractor shall comply with the Occupational Health & Safety Act, 1993 (Act 85 of 1993). The form E.4E as placed in this Specification must be adhered to. (**Available on request**) But will be completed by the successful tenderer.

15.11 E7/1

Specification for works on, over, under adjacent to Railway lines and near high voltage equipment. (Available at the tender briefing)

15.2 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.

15.3 SUBSTANCE ABUSE TESTING

The OHS Act (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.

16. Health and Safety Requirements.

As per the E4E (Health and Safety requirements) no work can commence before the certificate of Good Standing by the Compensation Commissioner, or proof of payment, has been delivered to this office, for this project.

17. Note:

17.1 For further descriptions of materials to be used and methods to be adopted, the Contractor is referred to the various Codes and Standards, where relevant, and this shall be deemed to form part of the descriptions of any items in the following Specification. Except where any specification provision in a description in this specification is at variance with the above, in which case the specific provision in this Specification description shall apply.

17.2 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.

17.3 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.

18. GENERAL

18.1 Standard Specification

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

SANS Specifications (To be obtained by the contenders)

National Building Regulations	SANS 10400 – 11990
General Structural	SANS 11200AH- 11982
Electrical Code of Practice	SANS 10142

18.2 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.

18.3 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.

18.4 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.

18.5 Keep site tidy

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

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

19. Preliminary and General (P & G)

The P & G shall be as per the General and 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 Schedule of Rates and Prices should form part of the contractor's requirements such as the cost of stationary and so on.

The P & G is made up of:

Fixed Charges (start up costs and removal of site establishment) and will include the handing over of the site to the contractor and handing back of the site after completion.

Time Related items and this shall allow for and must be built in the fixed charge rate as in the above, for the full duration of the contract. Any additional time that may or may not be allowed for if the contract exceeds the completion date as agreed will be included in this price/rate.

The profit required to do the work shall be to the contractor's discretion and must be allowed for in all the items in the Schedule of Rates and Prices.

20. ACT 85:

The contractor shall allow in his pricing for all material and supervision needed in their costing. This shall include:

Start up costs:

- First aid kit and emergency numbers displayed.
- Safety clothing (boots, gloves, safety hats, goggles and so on)
- Barriers, barrier tape and so on.
- Safety file with records of all reports and safety inspections.
- Sign / notice board stating contractors name and that all visitors report to the site agent for induction to enter onto site and sign the site book.

Day to day matters:

- The maintenance of the above start up costs.

The cost of safety procedures, need at all times at least one incumbent to be responsible for safety. On a daily basis and before any procedure is started a safety and work activity must be recorded in the site diary/safety file to ensure safety methods are used.

Need an incumbent with basic first aid training.

The contractor shall use the **Construction Work Check List** to ensure that all safety issues are dealt with and this must be kept on the safety file.

NB!!!! See "Occupational Health and Safety Act and Regulations, Asbestos Regulation 15/ I/ (3)"

STANDARD FOR ASBESTOS WORK

LEGAL:

Compliance to the Asbestos Regulations as contained in the Occupational Health and safety Act, 1993 (Act. No. 85 of 1993).

Notification of Asbestos work

Notify the provincial director in writing of the commencement of Asbestos work.

Information and Training

Provide the necessary training regarding legislation, sources of asbestos in the workplace, potential dangers to health, personal hygiene, risk associated with smoking, etc. (at least once a year).

Duties of persons who may be exposed

Obey any lawful instructions given: The prevention of asbestos dust from becoming airborne, the wearing and use of personal protective equipment and clothing, etc.

Assessment of potential exposure

Perform an asbestos assessment at intervals not exceeding two years.

Air monitoring

Conduct air monitoring to measure the concentrations of asbestos fibers in the air and to establish the need of controls.

Medical Surveillance

An employer shall ensure that an employee is under the medical surveillance of an occupational medical practitioner at intervals not exceeding two years.

Respirator zone

Where the concentrations exceeds the occupational exposure limit of 0.2 regulated asbestos fibres per millilitre of air, the workplace must be zoned as a respirator zone.

Control of exposure to asbestos

The most effective control of asbestos dusts is at its source.

- Once airborne its elimination and control is less effective and more expensive.

Substitution

- Asbestos can be substituted by less hazardous materials wherever this is possible e.g. amorphous silica, polypropylene, etc.

Sealants

- Damaged asbestos can be sealed by means of a suitable sealant e.g. TSW, paint, etc.
- TSW seal asbestos fibers until 50 years.

Screening

- If the wind speed is more than 1.5m/sec. No asbestos may be handled.
- Only if there is a screen around the asbestos area to reduce the wind speed.

Tools

- No power tools, such as angle grinders should be used to cut asbestos.
- Only hand tools.
- The use of compressed air to remove asbestos dust is forbidden

Final clean-up

- When the work is completed the workplace should be cleaned by means of a special High Efficiency Vacuum Cleaner.
- Filter effectiveness of 99% for 1-micron dust particle.
- Wet sweeping is also acceptable in the case of smaller jobs, but dry sweeping should never be allowed.

CONTROL OF EXPOSURE TO ASBESTOS OF PERSONS OTHER THAN EMPLOYEES

- Ensure that all work performed with asbestos be controlled as far as is reasonably practicable.
- That any water that is contaminated with asbestos as a result of work being performed is passed through a filtration system before being released into any environment or water system.
- That contaminated parts of the filtration system, when discarded, are disposed of as asbestos waste.

ASBESTOS CEMENT SHEETING AND RELATED PRODUCTS

- Written work procedures shall be available and followed to prevent the release of asbestos dust in the environment.
- Cleaning is done under controlled conditions ensuring that:
 - Dry-brushing, scraping, sanding or abrasion techniques are not used.
 - Where reasonably practicable, high-pressure water jetting is not used unless in conjunction with a suitable profiled hood that limits dispersal of contaminated water.
 - When fungicidal solution or moss killer is applied, a standing time of 24 hours or any other period specified by the manufacturer is allowed, and a low pressure hose is used after such period to keep the sheets wet whilst employing a stiff broom or any similar means to remove any moss or lichens.

RECORDS

- An employer shall keep records of the results of all assessments, air monitoring, medical surveillance reports and the asbestos inventory for a minimum period of 40 years.
- Keep a record of training given to an employee for as long as the employee remains employed at the workplace in which he is being exposed to asbestos.

PERSONAL PROTECTIVE EQUIPMENT AND FACILITIES

Respiratory Protection

- Whenever you work with asbestos you must wear an approved respirator (CE; FFP2S).
- Ensure you know the difference between a dust respirator (FF1) and an asbestos respirator.
- Ensure that no person remove contaminated personal protective equipment from the workplace.
- Where respirators contaminated with asbestos dust has to be disposed of, it shall be treated as asbestos waste.
- Adequate washing facilities should be readily accessible.

Disposal of asbestos

- Asbestos waste should be placed in two heavy-duty plastic bags (one inside the other) immediately after completion of the job.
- It should be properly sealed to prevent the escape of dust during handling.
- The bags are stored in a convenient transit site before final disposal in an approved landfill.

Demolition

- **A person who is a registered asbestos contractor must carry out demolition work.**
- A plan of work should be submitted for approval at least 30 days prior to the commencement of that work to an approved asbestos inspection authority.
- A copy of the approved plan for demolition work must be submitted to the provincial director at least 14 days prior to the commencement of that work.

Prohibition

- No person shall use compressed air to remove asbestos dust from any surface or person.
- Never eat, drink, smoke or store food in asbestos contaminate

Section 4
PROJECT SPECIFICATIONS

Page 21 A-E

"PREVIEW COPY ONLY"



TRANSNET SOC LIMITED
(REGISTRATION NO.1990/00900/30)

Trading as TRANSNET FREIGHT RAIL
(Hereinafter referred to as TRANSNET FREIGHT RAIL)

RFQ PTH 52448

EMERGENCY ELECTRICAL REPAIRS AND MAINTENANCE WORK TO THE OPERATIONAL ASSETS OF TRANSNET FREIGHT RAIL REAL ESTATE IN THE EAST LONDON SURROUNDING AREAS ON AN "AS AND WHEN BASIS" FOR A PERIOD ENDING 30 OCTOBER 2014 OR UNTIL THE TOTAL PAYMENT HAS REACHED R150 000.00 (Excl V.A.T.) WHICHEVER OCCURS FIRST.

Scope of work

The work include : The emergency repairs and maintenance work to Transnet assets (Electrical) in East London surrounding area on an "As & When Basis "for a period ending 30 October 2014 or until the total payment has reached R 150,000 – 00 (Excl V.A.T.) Whichever occurs first?

The contractor shall ensure that the SANS 10142-1 Wiring of Premises is adhered to and that the relevant Health and Safety Act are met.

Electrical contractor to remove all left over material, rubble, and electrical equipment stripped by the contractor and is for his own property.

All material and equipment used to be S.A.B.S. approved and workmanship to be of a high quality and standard, done to the satisfaction of TRANSNET FREIGHT RAIL's site Project Manager.

NB: The contractor is responsible for his own measurements where applicable, however, where rates are given the actual work done will be measured on completion and paid accordingly.

Electrical Compliance Certificate for this work shall be given when requested by the Project Manager.

The contractor will be responsible for the following categories of work.

1. To inspect and issue certificate of compliance as requested by the project manager.
2. To do electrical repairs and maintenance to geysers.
3. To install all types of kilowatt-hour meters on request by the project manager.
4. To install of supply points on request of the Project Manager.
5. To split different circuits inside and outside of building so that they can be separately metered on request of the Project Manager.
6. To do maintenance and repairs to as well as upgrading of street lighting or area lighting.
7. To do maintenance and repairs to all-low voltage power line and cabling.
8. To do maintenance and repairs to all distribution networks as requested by the Project Manager.
9. To do maintenance and repairs to all kiosks and switch rooms as requested by the Project Manager.
10. Any forms of disciplines and categories of repairs and maintenance work as requested by the Project Manager to low voltage systems at any given time.

Project Specification

1. GENERAL

1.1 Standard Specification

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

1.1.1 Transnet's Specifications (Enclosed)

Specification for work on, over, under or adjacent to railway lines and near high voltage equipment E7/1
 Act 85 of 1993: Occupational health and safety act.

1.1.2 SABS Specifications (To be obtained by the renderer)

Electrical Standards SANS 10142-1

The Installation, maintenance, replacement and repair of fixed electric water heating systems SABS 0254.

Guidelines for the Provision of Engineering Services in Residential Townships: - by Department of Community Development.
 Code 29 Specification for Lifting Equipment.

1.2 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 required and shall be made available for Transnet on the invoice when submitting a claim.

1.3 Site meetings

The Contractor shall be called upon to attend meetings on the site to ensure that the works is undertaking correctly and complies with the specification.

1.4 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 the "Guidelines for the provision of Electrical Engineering Services in Residential Townships" by The Department of Community Development.

1.5 Keep site tidy

The Contractor shall keep the site tidy at all times and remove all old material and such off-cuts, demolished material, surplus material .

SECTION 2

2.1 Adhere to the time

Adhere to the time agreed upon to completing all tasks/request, based on times as laid down in the manufacturer's standard times, without neglecting the standard of workmanship.

Be subject to the control, authority and supervision of Transnet.

2.2 Quality

Guarantee the quality of his workmanship for a period of twelve (12) months.

In the event of Transnet in its sole discretion, being dissatisfied for whatever reason with any or all of the work performed by the Contractor, Transnet shall forthwith notify the Contractor thereof. The Contractor shall then forthwith redo the complete work at his own expense to the satisfaction of Transnet.

2.3 Travelling/Transport

See clause 1.4 of the Part A as no travelling time is allowed for within the radius of 20km from his home station. Therefore, the price is inclusive of travelling in this zone.

If work is outside his home station, the contractor shall be compensated for this via a rate. This shall be from the 20km radius to the requested work. This price is inclusive of return trip.

NOTE: Travelling/Transport rate is only for one way; the return trip is not allowed for and must be included in the rate.

SECTION 3

General conditions

- 3.1 All planned and unplanned work will be set out on a job order system.
- 3.2 The job order number is proof for work to proceed.
- 3.3 All planned monthly job orders must be closed off by the end of each month. This office must receive an explanation for job orders not closed off for a particular month.



- 3.4 The job order number must be indicated on each invoice submitted by the contractor.
- 3.5 A spec could be attached to any job order if required.
- 3.6 It is the responsibility of the contractor to have sufficient means of communication for Transnet to be able to contact the contractor during normal working hours and after normal working hours. A fax machine must be available at all hours during normal working hours as well as after normal working hours for emergency correspondence.
- 3.7 A site access certificate will be issued to the contractor and must be displayed to any person on request.
- 3.8 If the Project Manager requested an estimate, the estimated cost must correspond with the invoice submitted for payment. If there is any deviation a written explanation must accompany that invoice.

Section 4

Risk Assessment

- 4.1 Working with and on scaffolding.
- 4.2 Working with all types of ladders.
- 4.3 Working with flammable liquids.
- 4.4 Working with power –tools.
- 4.5 Working with and on cherry-picker.
- 4.6 Working close to live electrical wiring.
- 4.7 Working close to railway tracks.
- 4.8 Working in or close to public roads.
- 4.9 Travelling/Transporting staff and material.

Section 5

Conditions

- 5.1 The Contractor shall provide sufficient communication facilities including a fax machine in order that he may be reached at any time and place during the duration of the contract. The Contractor must be available on a twenty-four hour basis and be able to respond to any emergency request within two hours after he is notified thereof.
- 5.2 The Contractor shall also provide:
 - 5.2.1 Satisfactory proof of his or his staff's qualifications for the task required before Transnet will permit him/her to commence this task duty. Acceptable proof of qualifications shall be:
 - a trade test diploma from the Department of Manpower issued at a test centre; or Completed contract of apprenticeship; or



- Proof of qualification acceptable to the Department of Manpower in the case of qualified artisans from a foreign country.
- Proof and registration of wire-mans license for current year.(At least an installation electrician)
- Must be registered with the electrical contractor's board/association (Supply proof for the current year) or any competency as need and recognized by the Department of Labour.

5.2.2 Proof that he is able to perform all kinds of general electrical repair work:

If the workmanship is not of standard albeit that the incumbent who undertakes the work is qualified, Transnet will reserves the right to ask that this incumbent be removed from doing work for Transnet.

The successful tenderer shall state which staff member will perform which task.

Section 6

Time to Complete Work and Penalties

- 6.1 The contractor shall be required to complete each part of the work as given in the job order request within a period as agreed to by Transnet's representative or Project Manager.
- 6.2 Notwithstanding that above emergency work shall be reacted upon immediately and the situation made safe. Furthermore that repair work shall be then repaired as soon as practically possible.
- 6.3 Failing completion of the work within the period as stipulated above, the contractor shall pay to Transnet as penalty the sum of R200,00 (Two Hundred Rand) for every day or part thereof during which the works remain incomplete.

Section 7

After Hours/Overtime

- 7.1. After hours (from 16h00 to 07h00)
- 7.2. Special arrangements to be made in advance if work must be done After Hours/Overtime time.

Section 8

Material

- 8.1. All material and equipment used to be S.A.B.S. approved.
- 8.2. On producing an invoice to TRANSNET by the contractor the quoted purchase material invoice (copy of) must accompany this invoice.

Section 5

CERTIFICATE OF ATTENDANCE OF SITE MEETING / BRIEFING SESSION

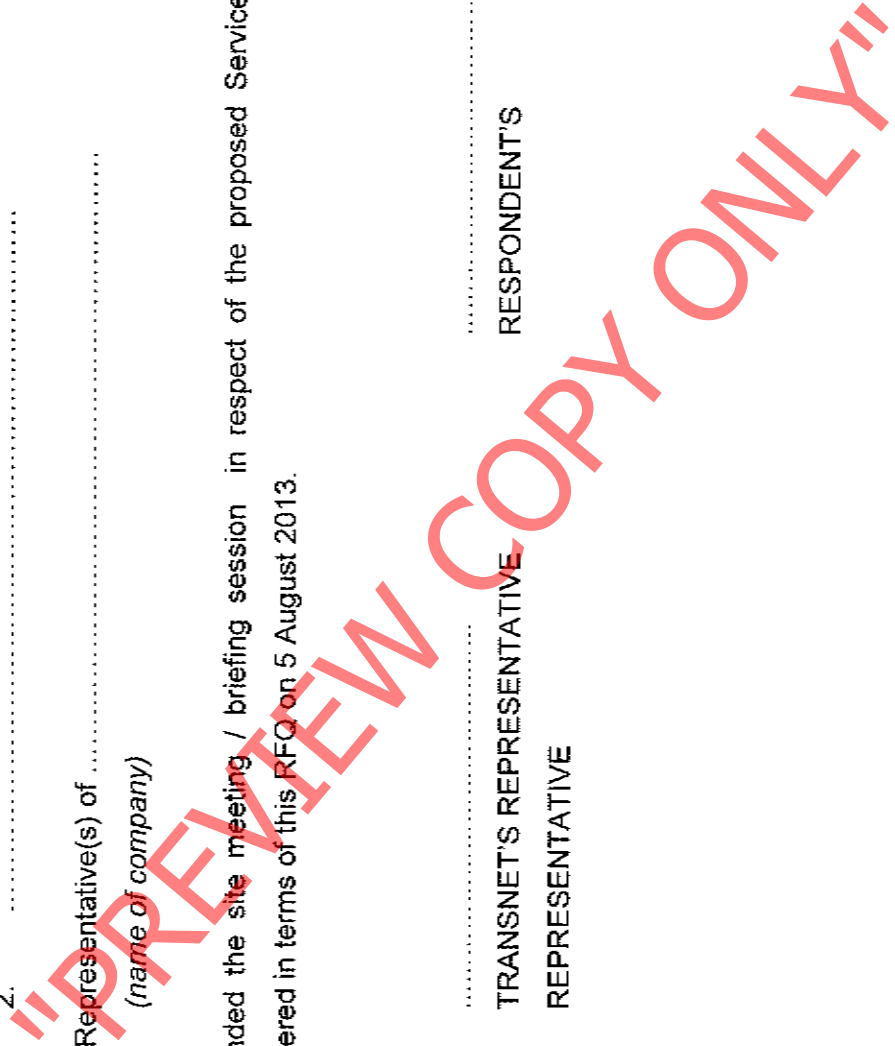
It is hereby certified that -

1.

2.

Representative(s) of
(name of company)

attended the site meeting / briefing session in respect of the proposed Service to be rendered in terms of this RFQ on 5 August 2013.



.....

TRANSNET'S REPRESENTATIVE
REPRESENTATIVE

.....

RESPONDENT'S

Section 6**ATTACHMENTS**

- A. VENDOR APPLICATION FORM
- B. E4E (ACT 85)
 - ✓ SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT
 - ✓ ACT 85 OF 1993 AND REGULATIONS (TO BE COMPLETED BEFORE WORK COMMENCE)
- C. E7/1.
 - ✓ SPECIFICATIONS FOR WORK ON, OVER, UNDER OR ADJACENT TO RAILWAY LINES AND NEAR HIGH VOLTAGE EQUIPMENT
- D. GENERAL BID CONDITIONS
- E. SUPPLIER CODE OF CONDUCT
- F. TRANSNET OMBUDSMAN INFORMATION

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

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

Respondent's Signature

Date & Company Stamp