

## 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 23 October 2013 at the Supply Chain Services Building, Room 105, 1<sup>st</sup> Floor, Stow Road, Uitenhage during the office hours **09h00 – 12h45 and 13:30 – 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 52536

**DESCRIPTION** : **INSTALLATION OF 9 SPLIT UNIT INVERTER TYPE AIR CONDITIONING UNITS  
IN PORT ELIZABETH**

**A COMPULSORY INFORMATION MEETING AND SITE INSPECTION WILL BE HELD**

**DATE** : 31 October 2013

**TIME** : 10:00

**VENUE** : AT BOARD ROOM, REAL ESTATE, BAAKENSRIVER, PORT ELIZABETH ( FOR  
DIRECTIONS PLEASE CONTACT MELINDA TEL 041 507 2696 )

**CLOSING DATE** : 5 November 2013 @ 12H00.

For enquiries regarding the collection of the RFQ please contact:

**NAME** : R.BLOM

**TEL** : 041 – 994 2045

**Email:** [Ronelle.blom@transnet.net](mailto: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 52536**

**FOR THE : INSTALLATION OF 9 SPLIT UNIT INVERTER TYPE AIR CONDITIONING  
UNITS IN PORT ELIZABETH:**

**ISSUE DATE : 18 October 2013**

**CLOSING DATE: 5 November 2013**

**CLOSING TIME: 12:00**

**COMPULSORY INFORMATION BRIEFING SESSION AND SITE MEETING**

Date: 31 October 2013

Time: 10:00

Venue: AT BOARD ROOM, REAL ESTATE, BAAKENSRIVER, PORT ELIZABETH ( FOR DIRECTIONS PLEASE CONTACT MELINDA TEL 041 507 2696 )

**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](mailto:dixie.diedericks@transnet.net)**

**Contacts:**

Up to the closing date : Dixie : [Dixie.diedericks@transnet.net](mailto:Dixie.diedericks@transnet.net) Tel 041 994 2033

After closing date : Ronelle : [ronelle.blom@transnet.net](mailto:ronelle.blom@transnet.net) Tel 041 994 2045

**PREVIEW COPY ONLY**

**SCHEDULE OF DOCUMENTS**

SECTION 1	:	NOTICE TO BIDDERS	
SECTION 2	:	QUOTATION	
SECTION 3	:	GENERAL CONDITIONS	
SECTION 4	:	PROJECT SPECIFICATIONS	PAGE 19
SECTION 5	:	CERTIFICATE OF ATTENDANCE	PAGE 20
SECTION 6	:	ATTACHMENTS	PAGE 21

**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  
 1<sup>st</sup> Floor Passageway  
 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 (PPFFA), 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:

- Verification Agencies accredited by the South African National Accreditation System [SANAS]; or
- 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 only on 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 (respective of race or ownership)
  - Black ownership greater than 50% or Black Woman 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 Tel 041 994 2033

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](mailto: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 a binding 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 the 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 discounts<sup>1</sup> will be critical
  - B-BBEE status of company

<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.



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
Not 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



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

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

**1.8 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><b>SECTION 1 : Notice to Bidders</b></p> <ul style="list-style-type: none"> <li>- 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</li> <li>- 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</li> </ul>	
<ul style="list-style-type: none"> <li>- In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement</li> </ul>	
<p><b>SECTION 2 : Quotation Form</b></p>	
<ul style="list-style-type: none"> <li>• Valid letter of good standing from the Compensation Commissioner.</li> </ul>	
<p><b>SECTION 3: Vendor Application Form</b></p>	
<ul style="list-style-type: none"> <li>• Original cancelled cheque or bank verification of banking details</li> </ul>	
<ul style="list-style-type: none"> <li>• Certified copies of IDs of shareholder/directors/members [as applicable]</li> </ul>	
<ul style="list-style-type: none"> <li>• Certified copy of Certificate of Incorporation [CM29/CM9 name change]</li> </ul>	
<ul style="list-style-type: none"> <li>• Certified copy of share certificates [CK1/CK2 if C.C.]</li> </ul>	
<ul style="list-style-type: none"> <li>• Entity's letterhead</li> </ul>	
<ul style="list-style-type: none"> <li>• Certified copy of VAT Registration Certificate [RSA entities only]</li> </ul>	
<ul style="list-style-type: none"> <li>• Certified copy of valid Company Registration Certificate [if applicable]</li> </ul>	
<ul style="list-style-type: none"> <li>• Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]</li> </ul>	

## 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/services within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may lawfully 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:

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

TRANSNET SOC LIMITED  
 (REGISTRATION NO 1990/000900/30)  
 trading as TRANSNET FREIGHT RAIL  
 (hereinafter referred to as TRANSNET)

RFQ PTH 52536

INSTALLATION OF Nine (9) SPLIT UNIT INVERTER TYPE AIR  
 CONDITIONING UNITS, AT BAAKENS VALLEY AREA, PORT  
 ELIZABETH.

SCHEDULE OF WORK AND PRICES					
Item No.	Description	Unit	Quantity	Rate/ ea	Total
1	<u>Container 02XA184E incl. Electrical</u> 18000 BTU Inverter Split wall Split Type unit	Ea	1		
2	<u>Finance Office 4<sup>th</sup> Floor 02XA013E incl. Electrical</u> 18000 BTU Inverter Split Type Unit	Ea	4		
3	<u>Managers Office 3<sup>rd</sup> Floor 02XA013E incl. Electrical</u> 24 000 BTU Inverter Split Type Unit	Ea	1		
4	<u>Board Room 4<sup>th</sup> Floor 02XA013E incl. Electrical</u> 24 000 BTU Inverter Cassette Split Type Unit	Ea	2		
5	<u>Managers Office 6th Floor 02XA013E incl. Electrical</u> 24 000 BTU Inverter Split Type Unit	Ea	1		
<b>GROSS TOTAL (Excl. VAT) to be carried over to next page</b>					<b>R</b>
Contractor: _____					
Date _____					

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**TRANSNET SOC LIMITED**

(Registration No. 1990/000900/30)

**trading as TRANSNET FREIGHT RAIL**

(hereinafter referred to as TRANSNET)

*TRANSNET SOC LIMITED*

(REGISTRATION NO.19 90/000900/30)

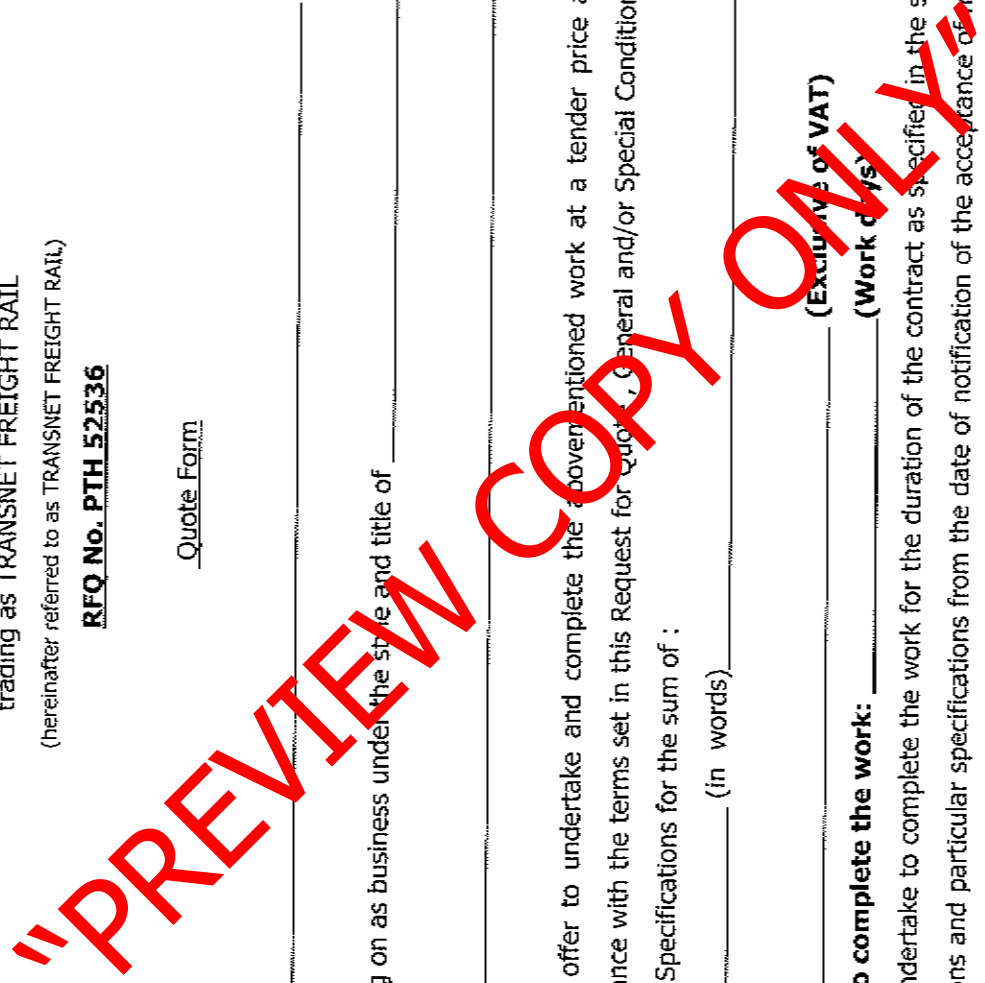
trading as TRANSNET FREIGHT RAIL

(hereinafter referred to as TRANSNET FREIGHT RAIL)

**RFQ No. PTH 52536**

Quote Form

I, We \_\_\_\_\_  
\_\_\_\_\_ carrying on as business under the name and title of \_\_\_\_\_  
\_\_\_\_\_



hereby offer to undertake and complete the above mentioned work at a tender price and in accordance with the terms set in this Request for Quotation, General and/or Special Conditions and Project Specifications for the sum of :

R \_\_\_\_\_ (in words) \_\_\_\_\_  
\_\_\_\_\_ (Exclusive of VAT)  
\_\_\_\_\_ (Work days)

**Time to complete the work:** \_\_\_\_\_  
I/We undertake to complete the work for the duration of the contract as specified in the special conditions and particular specifications from the date of notification of the acceptance of my/our tender.

- (i) **NOTE:** In the event of any discrepancy, the amount in words will take precedence over the amount in figures.
- (ii) **NOTE: The price as transferred to this form shall be the tendered price, any error in pricing in this schedule, even an arithmetic error will have to be adjusted to comply with the tendered price as given on this page.**

**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 contender 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 meet 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. 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 caused by the works and leave the site and the vicinity 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 Contractors 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. The Transport 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 Standards 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 charge/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.

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**Section 4**  
**PROJECT SPECIFICATIONS**  
**Page 19A-19H**

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TRANSNET SOC LIMITED  
(REGISTRATION NO 1990/000900/30)

trading as TRANSNET FREIGHT RAIL  
(hereinafter referred to as TRANSNET)

RFQ PTH : 52536

INSTALLATION OF Nine (9) SPLIT UNIT INVERTER TYPE AIR  
CONDITIONING UNITS, PORT ELIZABETH.

SECTION 1

1. GENERAL

1.1 Scope of Work:

FC STURROCK BUILDING / BAAKENS VALLEY (02XA013E)

- a. Finance Department 4<sup>th</sup> Floor:  
The installation of (4) four new 18000 BTU mid wall split inverter type air conditioners. 1 x Room 408, 2 x Room 409 and 1 x Room 415.

Board Room 4<sup>th</sup> floor:  
The installation of (2) two new 24000 BTU Cassette split inverter type air conditioners. 2 x Room 437.

Manager's Office 3<sup>rd</sup> Floor:  
The installation of (1) one new 24000 BTU Mid wall split inverter type air conditioners. 1 x Room 300a.

Manager's Office 6<sup>th</sup> Floor:  
The installation of (1) one new 24000 BTU Mid wall split inverter type air conditioners. 1 x Room 609.

12 METER CONTAINER AT PORT ELIZABETH HARBOUR  
(11GA184E)

- b. Container at the Harbour:  
The installation of (1) one new 18000 BTU Mid wall split inverter type air conditioners.

Note :

*The exact positions of all air conditioners to be determined on site.*

1.2

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.

1.2.1

SABS Specifications (To be obtained by the contenders)

The wiring of Premises SANS 10142-1 (Old SABS 0142)  
Occupational health and Safety Act Act 85 - 1993

1.3

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 Project Manager.

2

General:

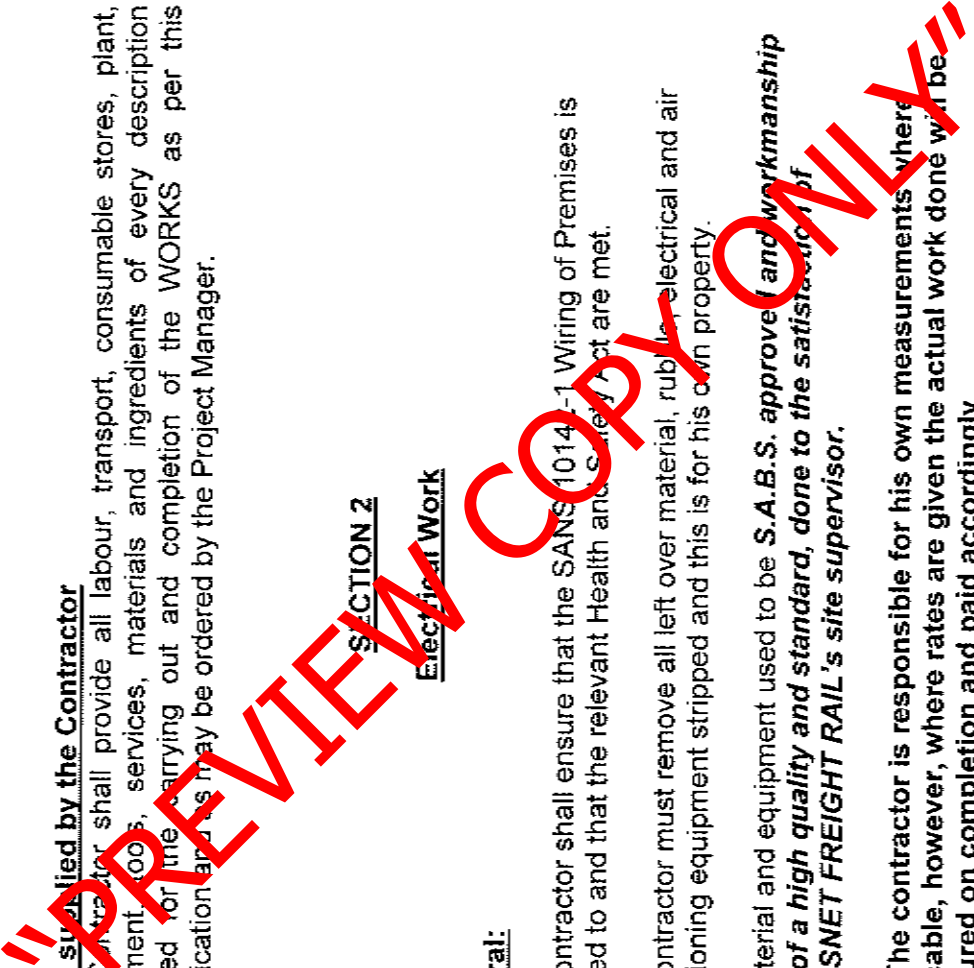
The contractor shall ensure that the SANS 10142-1 Wiring of Premises is adhered to and that the relevant Health and Safety Act are met.

The contractor must remove all left over material, rubble, electrical and air conditioning equipment stripped and this 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 supervisor.**

**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.**

Note that for the electrical work performed, Certificates of Compliance will be provided by the contractor. COC's will be for new, as well as old circuits that will be extended to suite new air conditioning installations.



## 2.1

PROJECT SPECIFICATIONSa) Air conditioners

The cooling capacity for the units shall be , 5 x 18000 BTU, 2 x 24000 BTU Mid Wall INVERTER TYPE SPLIT UNITS and 2 x 24000 BTU Cassette INVERTER TYPE SPLIT UNITS.

The units shall be factory assembled and tested, supplied ready for operation, will be **Samsung, LG or Mitsubishi**.

The standard to which the units are rated must be stated.

The units shall be suitable for one of the following duties as per schedule of requirements: **Cooling and Heating, and will be possible to be operated via remote control.**

The unit shall be suitable to operate under the following conditions: - Ambient temperature shall be 5°C to 45°C Relative humidity up to 86%  
**The units shall be suitable for operation from 220 / 230 Volt 50 Hz, single-phase electrical supply.**

The controls will be of remote or manually controlled type.

Controls shall at least incorporate the following elements: -

On/Off switch

Cooling/heating thermostat

Damper control to regulate entry of fresh air.

Tenderers shall state the make and capacity of units offered and shall provide full details at the time of tendering.

The units shall be provided with some suitable means of draining excess condensate. A description of the moisture system shall be submitted.

The unit shall emit minimum noise at approx. **30dB at 3m.**

The compressor shall be sealed and be provided with vibration isolators.

All units must be sprayed with **Techtal** and be **300mm** treated.

Tenderers shall provide pamphlets describing the unit at the time of tendering.

Full information on the guarantee offered is to be provided.

Compressor.....years. Air conditioning unit.....years.

General Installation InstructionsEvaporating Units (All Installations)

- a) The evaporators for mid wall splits shall be mounted level at the predetermined position, making use of nail in anchors, bolts and nuts, drywall screws or butterfly bolts if evaporators must hang against drywall boards.
- b) The evaporators for the cassette splits shall be hung on 8mm<sup>2</sup> treaded rod. Lock nuts must be installed to prevent the unit from sagging.

Condensing Units**Container and 3<sup>rd</sup> Floor**

The condensing units shall be mounted on cantilever brackets {40 x 40 galvanized unistrut trunking P2000} on rubber footings and using 14mm<sup>2</sup> Bolts and Nuts, note Anti vibration nuts must be used to fasten the brackets. Note that the condenser of the 3<sup>rd</sup> floor will be installed on the 2<sup>nd</sup> floor balcony.

**4<sup>th</sup> and 6<sup>th</sup> Floor**

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The condensing units at this building will be installed **on the roof** and be mounted on 40mm x 40mm galvanized unistrut trunking P2000 on rubber footings and using 14mm<sup>2</sup> Rawl bolts to fasten the trunking. Where the rawl bolts protrude from the roof surface it must be sealed using Duram 195 with membrane.

### Piping

#### **Container and 3<sup>rd</sup> Floor:**

The piping used for connecting the evaporator to the condensing unit will be soft drawn copper as per manufactures specification. All copper piping to be covered with close cell amour-flex. These pipes will be neatly strapped together and terminated with black cable ties. These pipes will neatly run on the wall surface inside unistrut trunking (P2000) or similar trunking, fastened to the wall using 6 x 35mm nail anchors.

#### **4<sup>th</sup> Floor**

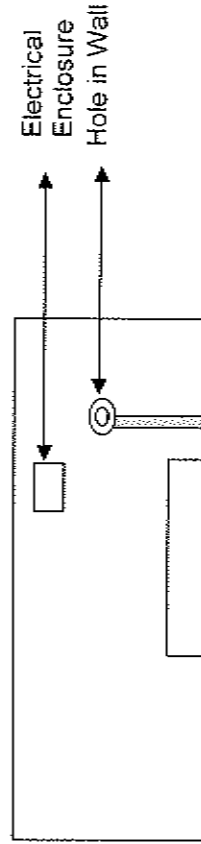
The piping used for connecting the evaporator to the condensing unit will be soft drawn copper as per manufactures specifications. All copper piping to be covered with close cell amour-flex. These pipes will be neatly strapped together and terminated with black cable ties. These pipes will run neatly on the roof surface inside unistrut trunking (P2000) similar to existing trunking, fastened to the roof surface using Silicone Sealer spread across the face of the trunking in a zigzag pattern. (inside the office it will run in PVC trunking). Where piping protrudes from the roof surface it must be sealed using Duram 195 with membrane. The pipes will run from the roof down the back of the gutter and strapped to the gutter where ever possible *through the window at each floor*. The pipes will then enter the building through the window (to be shown on site) and from there on, run in the passage of cable trays. The pipes will then T-off to the respective rooms where it will run in PVC trunking until it meets the evaporator.

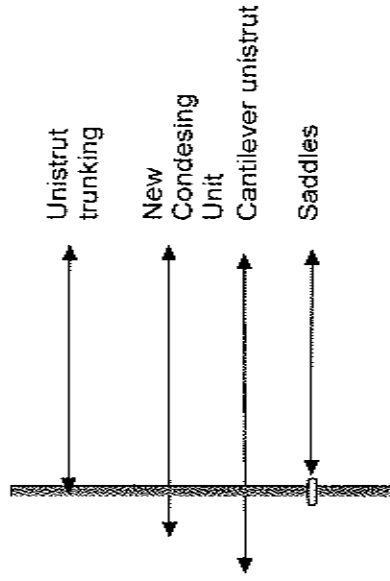
#### **6<sup>th</sup> Floor**

Note that, **core drilling** will be needed for this air conditioner. The piping used for connecting the evaporator to the condensing unit will be copper as per manufactures specifications. All copper piping to be covered with close cell amour-flex. These pipes will be neatly strapped together and terminated with black cable ties. These pipes will run neatly on the roof surface inside unistrut trunking (P2000) similar to existing trunking, fastened to the roof surface using Silicone Sealer spread across the face of the trunking in a zigzag pattern. (inside the office it will run in PVC trunking). Where piping protrudes from the roof surface it must be sealed using Duram 195 with membrane.

#### **Drain pipes (all Installations)**

The drain pipes to be of UPVC 25mm<sup>2</sup> (blue pipe). Note that where intersection / joints are made to the drainpipes; it will be made with a standard joint (made to use with these pipes) and fastened with PVC weld. The outlet ends will be slightly bend away from the wall at about 30° so the excess water will not drip onto the walls of the building. In as far as practically possible the drain system of the air conditioners should be linked to that of the building. The pipes will be fastened to the wall making use of PVC or metal saddles with nail in anchors at not more than 1 meter intervals.





### Electrical System

#### **Container and 3rd Floor:**

The supply must be via a 30Amp double pole isolator (switch disconnector). These isolators will be situated in a **2 x 4 York Box** enclosure (for each split unit) and secured with nail in anchors using all holes provided. This must be situated in close proximity of the condensing units. The interconnecting cables used will be black surfex cable of the appropriate size as per manufactures specifications. Where the supply wires are running on exposed surfaces it will be laid in trunking of the appropriate size and be fastened using nail in anchors of not less than 6mm<sup>2</sup> x 35mm long at 500mm intervals and self-tapping screws for the container.

#### **FC Sturrock Building:**

The supply must be via a 30Amp double pole isolator (switch disconnector). These isolators will be situated in a **2 x 4 York Box** enclosure (for each split unit). The York boxes must be secured with 5mm<sup>2</sup> brass bolts and nuts to the side of the trunking, using all holes provided. These boxes must be situated in close proximity of the condensing units. The interconnecting cables used will be black surfex cable of the appropriate size as per manufactures specifications. Where the supply wires are running on exposed surfaces it will be laid in trunking of the appropriate size similar to the existing and be fastened using nail in anchors of not less than 6mm<sup>2</sup> x 35mm long at 1m intervals. The trunking used will neatly connect with the existing trunking, and be laid to form a 90° angle towards the new aircons. The old trunking must be refastened and all trunking to be sealed with grey silicone sealer where it meets with the roof surface.

**Note that all electrical work must be carried out as per SANS 10142**

#### **Windows**

All the windows from which window units are removed will be repaired and glazed professionally. If needed the windows must be tinted to match existing.

#### **2.2**

#### **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 any further work as may be ordered by the Engineer/Manager.

**2.3 Site meetings**

The Contractor shall be called upon to attend meetings on the site to discuss the progress of WORKS with the Project manager.

**2.4 Recording of the works:**

The Contractor shall keep and maintain accurate records in the site diary of all work so that any disputes can be resolved and that the extent of the required tests on the materials can readily be determined.

**2.5 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 Engineering Services in Residential Townships" by The Department of Community Development.

**2.6**

**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 on site at an approved site. If required, a permit must be obtained from the local Municipality to transport material on their roads.

**2.7**

**Day work Rates:**

The contractor shall be paid as per the tender rates and prices and any addition or omissions shall be to the discretion of the Project manager all as per the site instruction book. When an item is not in the schedule then a variation shall be given based on day work rates and shall be recorded in the diary (day book) plus material with handling costs (percentage) all as per the preambles in the Schedule of Rates and Prices, herein.

**THIS (SCHEDULE OF RATES AND PRICES) MUST BE FILLED IN AND ADDED TO THE TOTAL CONTRACT PRICE.**

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

**SECTION 3**

**3.1 Time To Complete The Work:**

Time to complete the work will be 15 days ( Fifteen working days )

Failing to complete the work as accepted, the contractor shall pay Transnet a sum of R500.00 (Five Hundred Rand) per day, or part thereof, for which the works remain incomplete.

**3.2 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.

**3.3 Traveling:**

No traveling time is allowed for within the radius of 20km from the station. Therefore, the price is inclusive of traveling in this zone. If work is outside this zoning that 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: rate is only for one way the return trip is not allowed for and must be included in the rate.

**3.4 Incompetent Employees:**

*Any person employed by the contractor on the work who is, in the opinion of the Project Manager, incompetent, or who may act in such an improper manner, may be discharged from the work by the Project Manager and such a person shall not be employed on the work again without the permission of the Project Manager.*

**3.5 General:**

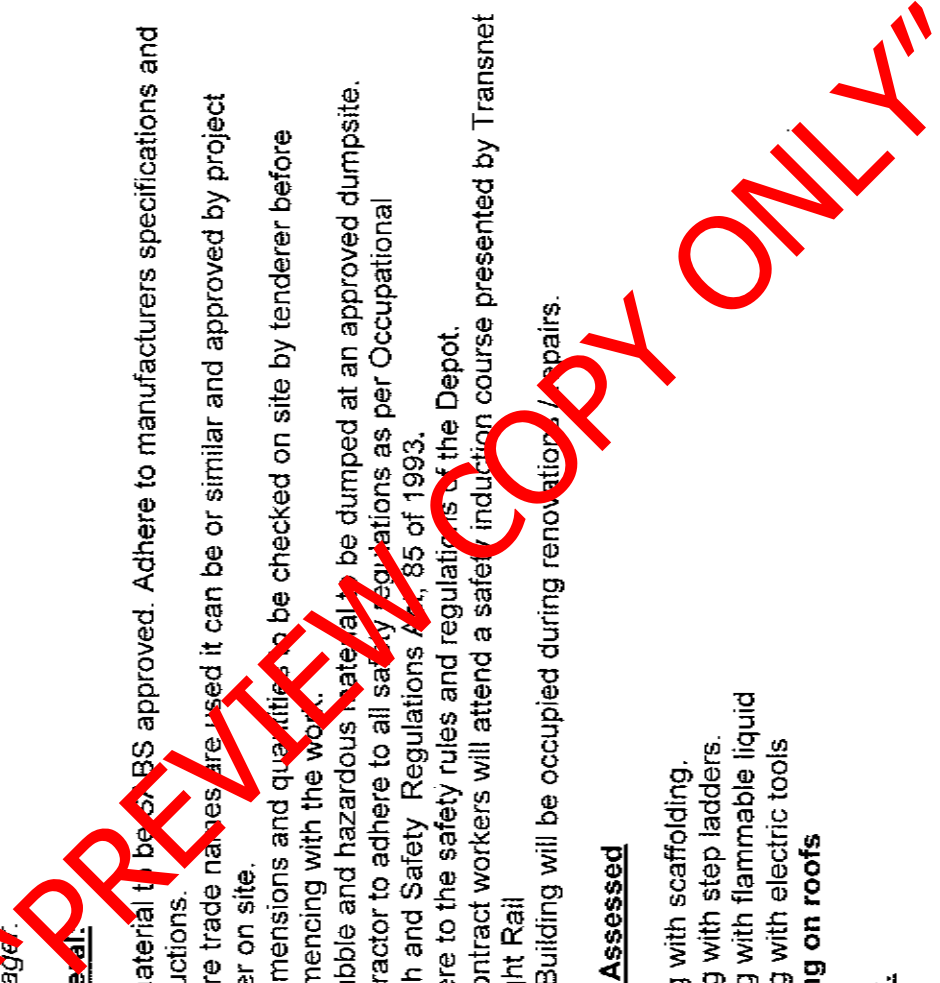
- [a] All material to be used shall be BS approved. Adhere to manufacturers specifications and instructions.
- [b] Where trade names are used it can be or similar and approved by project leader on site.
- [c] All dimensions and quantities to be checked on site by tenderer before commencing with the work.
- [d] All rubble and hazardous material to be dumped at an approved dumpsite.
- [e] Contractor to adhere to all safety regulations as per Occupational health and Safety Regulations Act, 85 of 1993.
- [f] Adhere to the safety rules and regulations of the Depot.
- [g] All contract workers will attend a safety induction course presented by Transnet Freight Rail
- [h] The Building will be occupied during renovations/repairs.

**3.6 Risks Assessed**

- [a] Working with scaffolding.
- [b] Working with step ladders.
- [c] Working with flammable liquid
- [d] Working with electric tools
- [e] **Working on roofs**

**3.7 Safety:**

- [a] The contractor must, on a regular basis, liaise with the Project Leader. The Project Leader and the Depot Manager must, on regular basis, be provided with an updated program.
- [b] At all times the safety aspect of the project must be treated as very important.



**SECTION 4**

**General conditions**

- 4.1 It is the responsibility of the contractor to have sufficient means of communication for Transnet Freight Rail 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.
- 4.2 A site access certificate will be issued to the contractor and must be displayed to any person on request.

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**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 31 October 2013.

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.....  
TRANSNET'S REPRESENTATIVE  
REPRESENTATIVE

.....  
RESPONDENT'S

.....  
Respondent's Signature

.....  
Date & Company Stamp

**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. E/7/1
- ✓ SPECIFICATIONS FOR WORK ON, OVER, UNDER OR ADJACENT TO RAILWAY LINES AND NEAR HIGH VOLTAGE EQUIPMENT
- D. GENERAL WORK 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 purpose of calculating tendered prices or otherwise. (THIS INCLUDE ALL ATTACHMENTS A-F)

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**SIGNATURE OF RESPONDENTS AUTHORISED REPRESENTATIVE:**

-----  
 Respondent's Signature

-----  
 Date & Company Stamp