



RFQ / TENDER

Tender No: TR228

Vendor No: 11001386

BOARD LIST
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 TRANSNET FREIGHT RAIL
 PROCUREMENT DEPARTMENT
 2000

Purchaser : Thivhionali Ramugo
 Telephone : 035 906 7311
 Fax Number:

Please quote reference:
 F45/6000612576

Deliver to:

Mr.
 T Zondi
 0833851948
 Empangeni
 3880

Closing Date :21.04.2015
 Validity Date :25.06.2015
 RFQ No :6000612576

"PREVIEW COPY ONLY"

DESCRIPTION: PROVISIONING FOR 25TON CRANE TRUCK FOR 31 DAYS**1. RETURN OF QUOTATION/S:**

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

1.2 IF FAXED>
 086 515 9978

1.3 IF E-MAILED/>
 ,TCPTENDERSRICHARDSBAY@transnet.net

FINAL COLLECTION OF THE RFQ IS MONDAY 20 APRIL 2015.

THE RFQ DOCUMENTS ARE OBTAINABLE FROM THE OFFICE OF TRANSNET FREIGHT RAIL, TENDER OFFICE, 04 KIEWIET STREET, MALAHLE HOUSE, RECEPTION AREA, DURING OFFICE HOURS 08:00 TO 15:00 AND RFQ DOCUMENT IS FOR FREE.

TO OBTAIN A COPY OF THE RFQ CONTACT YOGESHNIE GANGAN AT 035 906 7345 OR THATO MOGOROSI AT 035 906 7282

ALTERNATIVELY CONTACT Thivhionali Ramugondo at 035 906 7311 TO GET RFQ

DATE SIGNATURE OF TENDERER(S): TEL No:

CONTACT PERSON:

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ATTACH BBBEE CERTIFICATE AND TAX CLEARANCE CERTIFICATE WITH ALL
YOUR RFQS

2. CONDITIONS:
- 2.2 ANY PURCHASE ORDER PLACED AS A RESULT OF YOUR QUOTATION WILL BE SUBJECT TO THE STANDARD TERMS AND CONDITIONS OF CONTRACT, (LATEST) AND THE GENERAL TENDER CONDITIONS, (LATEST) ,AND CONDITIONS MENTIONED HEREIN.
- 2.3 TENDERERS MAY OFFER AN EARLIER VALIDITY DATE, BUT THEIR QUOTATION MAY, IN THAT EVENT, BE DISREGARDED FOR THIS REASON.
- 2.4 TENDERERS ARE REQUIRED TO OFFER ONLY FIRM PRICES. PRICES SUBJECT TO REVIEW IN TERMS OF CLAUSE 32 OF FORM US7 WILL ONLY BE CONSIDERED SHOULD THE DELIVERY PERIOD REQUIRED EXCEED 6 MONTHS.
- 2.5 BEST DELIVERY TIME MUST BE OFFERED.
- 2.6 DISCOUNT (TRADE DISCOUNT)/CASH DISCOUNT (CONDITIONAL DISCOUNT)/ VALUE ADDED TAX (VAT) MUST BE SHOWN SEPARATELY.
- 2.7 TRANSNET RESERVES THE RIGHT TO NEGOTIATE PRICES AND COMMERCIAL ASPECTS AFTER THE CLOSING DATE

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

SCHEDULE OF REQUIREMENTS

TENDERERS SHOULD INSERT THEIR PRICE/S UNDER THE APPROPRIATE HEADINGS HEREUNDER.

IN THIS REGARD THE TENDERER'S ATTENTION IS DIRECTED TO PARAGRAPH 2 OF THE TENDER PROCEDURES OF FORM CSS NO.5.

NB. TENDERERS OFFERING GOODS FROM IMPORTED SUPPLIES MUST SUBMIT THEIR PRICES ON THE DELIVERY BASIS APPEARING UNDER COLUMN (7) OF THIS SCHEDULE OF REQUIREMENTS.

CONTACT PERSON: _____

TELEPHONE NO. : _____

FACSIMILE : _____

EMAIL : _____

TAX CLEARANCE CERTIFICATES:

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

BROAD BASED BLACK ECONOMIC EMPOWERMENT (BBBEE)

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

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

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

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

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

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

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

Turnover: Kindly indicate your company's annual turnover for the past year R_____

- " If annual turnover <R1m, please attach certified confirmation from your Auditor/Accounting Officer
- " If annual turnover >R1m please attach original or certified copy of a crediton certificate and detailed scorecard by an ABVA accreditation agency (registered as a "Full Member")

PAYMENT TERMS

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

- " All suppliers will be paid 30 days from receipt of month end statement, i.e. payment term F05F
- " All CIDB suppliers will be paid 21 days from date of invoice, i.e. payment term F057.

We urge our clients & suppliers to report fraud/corruption at Transnet to TIP-OFFS ANONYMOUS: 0800 003 056".

"Transnet insists on honesty and integrity beyond reproach at all times and will not tolerate any form of improper influencing, bribery, corruption, fraud, or any other unethical conduct on the part of bidders/ Transnet employees. If, in the opinion of Transnet's Chief Operating Officer, a Tenderer / Contractor / Supplier has or has caused to be promised, offered or given to any Transnet Employee, any bribe, commission, gift, loan, advantage or other consideration, Transnet shall be entitled to revoke the tender / contract by following its internal policies that govern the Exclusion process. In such an event Transnet will be entitled to place any Tenderer / Contractor / Supplier who has contravened the provisions of Transnet's business ethics on its List of Excluded Tenderers. This List will also be distributed to all other State Owned Enterprises and Government Departments.

Transnet invites its valued suppliers to report any allegations of fraud Corruption or other unethical activities to Transnet Tip-offs Anonymous, at any of the following addresses / contact numbers:-

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- * Toll-free anonymous hotline- 0800 003 056
- * Email - Transnet@tip-offs.com
- * Fax number - 0800 007 788
- * Freeport DN 298, Umhlanga Rocks, 4320

TOTAL TENDER VALUE:

Prices in South African currency including the cost of packing and packing materials for delivery as follows:
A: DIRECT EX OVERSEAS
B: DIRECT by other WORKS
C: by rail to means to destination point (Railage a/c point)

Item	Qty	Material	Description
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00010	1	Supply of a 25 Ton crane truck	
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Delivery Date: 25.04.2015

FULL DETAILS OF DESCRIPTION

Supply of a 25 Ton crane truck for 31 days.
Working Time = 360hours
Standby time = 18 hours
Inclement weather= 36 hours
Establishment and de-establishment costs.

NOTE: Prequalification criteria, for this tender, must be met and certificates of the following must be submitted;

- " Operators qualifications.
- " Full documentation regarding licensing, COF and proof of registration.
- " Equipment maintenance records.
- " Operators medical certificate.

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

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3. ADDITIONAL INFORMATION REQUIRED: (WHERE APPLICABLE)

3.1 THE FOLLOWING ADDITIONAL INFORMATION IS REQUIRED:

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

(J) FULL NAME AND ADDRESS OF INSPECTION POINT:

(K) COUNTRY OF ORIGIN:

(L) YEAR 200 COMPLIANT :

Vendors/Proposers shall indicate their year 2000 compliance with:

- A. Technology Products,
- B. Equipment, Products, Components or Parts
- C. "Products" and Services

Non-Compliance with either (A) or (B) shall result in your bid/proposal being deemed non-responsive. Non-compliance with (C) may cause you bid/proposal to be deemed non-responsive. If you indicate that none of the following apply, please provide a written justification for your determination. Transnet will review this justification and will make a final determination.

"Year 2000 Compliant" means that (A) the Information Technology (B) Equipment/Products/Components/Parts (Collectively "Products") supplied (C) "Products" and Services contracted, will accurately process date and time data from into and before the 20th and 21st centuries. The year 1999 and 2000 and for all leap years. "Process date and time data" includes, but is not limited to: data calculation, logistical functions, program branching, format conversion, edits and validations, and the use of dates in comparisons, sorting, sequencing, merging, retrieving, searching and indexing. Furthermore, year 2000 compliant, when (A) used in combination with other information technology, (B) used in combination with other products, (C) used in combination with their (Vendor) other date required interfaces, shall accurately process date and time data (A) if the other technology, (B) if the other "Products", (C) either passed to or received from their other customers/suppliers, properly exchange date and time data with it/them.

Comply : _____ Does not Comply : _____ Not applicable : _____

Justification :

(M) SURPLUS MATERIAL:

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

(N) PAYMENT OVERSEAS:

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

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

..... (PUBLIC CURRENCY)

* PERCENTAGE IN REFERENCE TO THE QUOTATION PRICE TO BE REMITTED OVERSEAS:

.....

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

.....

.....

* APPLICABLE DATE OF EXCHANGE RATE:

.....

* BENEFICIARY'S NAME AND FULL ADDRESS:

.....

.....

.....

* BENEFICIARY'S BANKERS AND FULL ADDRESS:

.....

.....

* APPLICABLE ACCOUNT NUMBER:

.....

.....

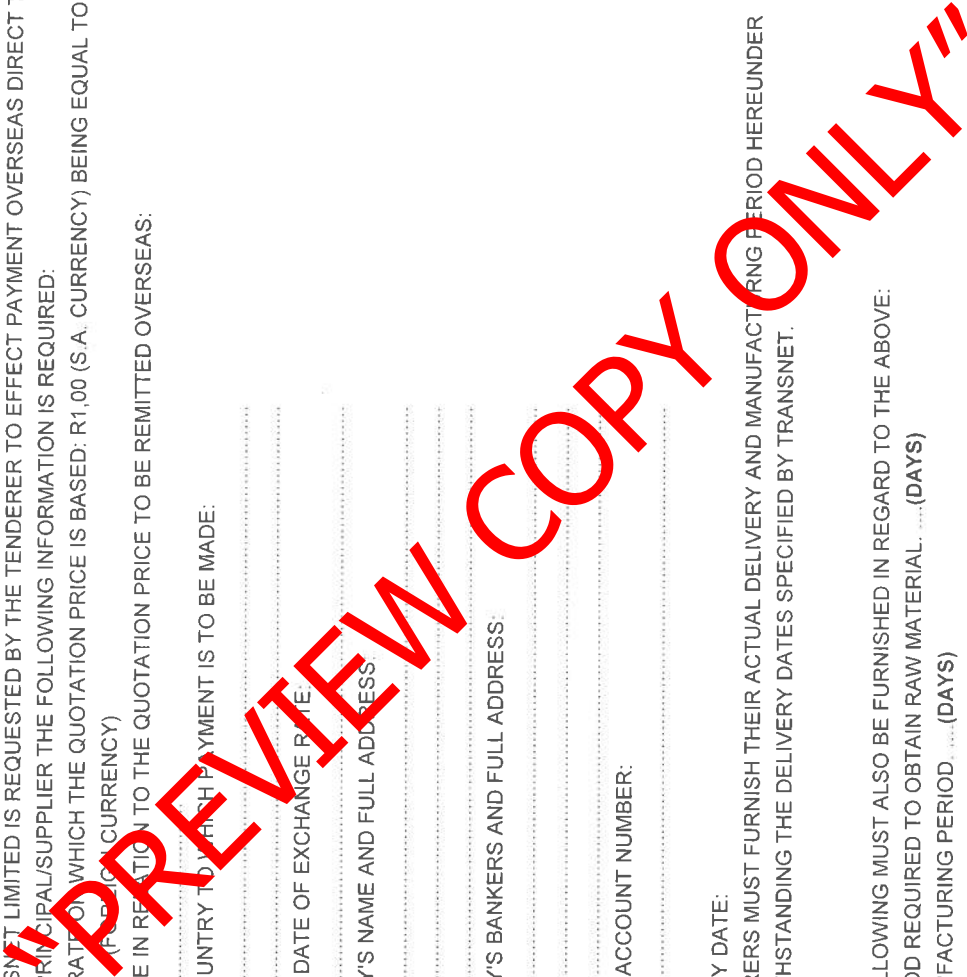
(O) DELIVERY DATE:

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

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

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

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



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PART A: GENERAL

1. SCOPE OF CONTRACT

The contract covers the Provision, Maintenance and Operation by the service provider of plant for use on WORKS under the control of TRANSNET for the contract period and within the area of operations specified, subject to the terms set out in the succeeding clauses and specifications, special conditions and schedules (a copy of which, duly signed by the parties, is annexed hereto).

2. DEFINITIONS AND INTERPRETATION

CHIEF ENGINEER means the employee appointed as Chief Engineer or any person lawfully acting in that capacity.

CHIEF ENGINEER'S DEPUTY means the employee appointed as Infrastructure Manager (Heavy Haul Lines) appointed by the Executive Manager to function as his deputy.

PROJECT MANAGER means the person appointed as Project Manager on the Coalline who takes charge of the contract.

TECHNICAL OFFICER means any person appointed to deputise for the Project Manager in supervising the carrying out of the contract.

PLANT means any item listed in the schedule(s) of plant, which constitutes an Annexure to this contract used on the site for the carrying out of the WORKS.

SITE means the land and other place on, under, over, in or through which the WORKS are to be executed or carried out and any other land or place made available by Transnet in connection with the WORKS.

TOOL means any instrument, powered or otherwise, which is accepted as a hand tool by the industry concerned and which is normally used in a manual operation.

WORKS means the works to be executed by means of the construction plant provided by the service provider.

Words implying the singular also include the plural and vice versa where the context requires.

3. BASIS OF PROVISION, MEASUREMENT AND PAYMENT

3.1 The plant will be provided by the service provider for three months and shall be supplied by the service provider at the appointed place of work **within 14 days** of

notification to supply. Transnet is under no obligation to provide continuity of work for any or all of the plant.

3.2 When the unit of measurement is the hour, payment will be pro rata to the nearest minute. When the unit of measurement is the kilometre, payment will be pro rata to the nearest hundred metres.

3.3 No payment will be made for the period of the Annual Holiday, unless work is performed during that time.

4. PLACE OF WORK

The TECHNICAL OFFICER will define for each item of plant the place of work within the area of operations. Transnet reserves the right to alter the place of work to suit its own requirements.

5. SITE AND SUFFICIENCY OF TENDER

5.1 The service provider shall be held to have satisfied him/herself before tendering as to the correctness and sufficiency of his/her tender and of the rates stated in the schedules of prices. These rates shall be held to cover all obligations under the contract. No claim by the service provider will be considered on account of the materials, methods of construction and/or site conditions being different from those assumed in tendering for the contract.

5.2 The service provider shall not trade on Transnet property without the prior approval of Transnet.

5.3 Where entry on Transnet property is restricted, permission to enter will be given only for the purpose of carrying out the WORKS and will be subject to the terms and conditions laid down by Transnet.

6. WORKMEN AND EMPLOYMENT OF LABOUR

6.1 All persons employed by the service provider for carrying out the contract shall be competent, responsible and of good character.

6.2 If, in the opinion of the TECHNICAL OFFICER, any person employed by the service provider is inefficient, negligent, disrespectful or objectionable, the service provider shall forthwith remove such person from the WORKS when so directed in writing by the TECHNICAL OFFICER and such person shall not be re-employed upon the WORKS without the written permission of the TECHNICAL OFFICER.

- 6.3 During the currency of the contract, the service provider shall not approach any employee of Transnet with a view to offering him employment in any capacity whatsoever.
- 6.4 The service provider shall, at his/her own cost, provide an operator and whatever labour is necessary for the operation, servicing, maintenance and repair of the items of plant provided, except where otherwise stipulated in the contract documents.
- 6.5 The service provider shall in all cases provide one labourer with each low-bed trailer. This labourer shall assist in the loading and unloading of the vehicle, and shall accompany the vehicle when delivering material.

7. CONDITIONS OF EMPLOYMENT

- 7.1 When called upon to do so by the TECHNICAL OFFICER, the service provider shall produce proof that all wages due to his/her employees have been paid.
- 7.2 Should the service provider fail to pay the salary or wages to any person employed by him/her **within 48 hours** of the said salary or wages becoming due, the TECHNICAL OFFICER, in his/her discretion and without prejudice to any other remedy available to Transnet, may pay such salary or wages to such person and recover the amount thereof as provided for in clause 34 hereof.

8. COMPLIANCE WITH STATUTES

- 8.1 The service provider shall comply with the provisions of -
- (i) The Workmen's Compensation Act, 1941, as amended,
 - (ii) The Occupational Health and Safety Act, Act No. 85 of 1993 and Regulations.
- 8.2 Compliance with all applicable legislation shall be entirely at the service provider's cost.
- 8.3 No insurance of the Works will be affected by Transnet.
- 8.4 Transnet will not be liable for any damages to plant, workmen and tools.

9. REGISTRATION OF PLANT

The service provider shall be responsible for the licensing and registration of plant and shall, on demand, produce documentary proof that he/she has complied with all such requirements.

10. HOURS OF DUTY

The service provider's employees shall conform to the hours of duty required by the TECHNICAL OFFICER. The normal weekday hours of duty are 45 hours in a five-day week, from 07:00 to 16:30 with a half-hour break between 12:00 and 12:30. When so ordered by the TECHNICAL OFFICER, the service provider's employees shall work overtime and on Saturdays, Sundays and statutory paid public holidays.

11. HOUSING OF EMPLOYEES AND CAMPING SITES

11.1 The service provider shall make his own arrangements for the housing of his/her employees.

11.2 No accommodation of any description will be provided by Transnet for the service provider's use.

11.3 Fouling of the area inside or outside Transnet's boundaries must be prevented. The service provider may be called upon by the TECHNICAL OFFICER to dispose of any foul or waste matter by collecting and disposing of it.

12. DANGER OF CONTACT WITH ELECTRICAL CONDUCTORS

The service provider shall, before commencing work, ascertain from the TECHNICAL OFFICER whether overhead or underground electrical conductors are affected by the WORKS, and he/she shall ensure that any precautionary measures required by the TECHNICAL OFFICER are strictly observed.

13. PLANT, EQUIPMENT, TEMPORARY BUILDINGS, MATERIAL AND TRANSPORT

Transnet will not be responsible for any loss of or damage to any plant, tools, equipment, temporary buildings or material belonging to the service provider, excepting loss or damage the proximate cause of which is the negligence of Transnet or its employees acting in the scope of their employment.

14. WORKS AND SUPERVISION AND KEEPING OF RECORDS

14.1 The TECHNICAL OFFICER will provide overall supervision of the WORKS and may direct the service provider and his/her employees in terms of the provisions of the contract or in regard to any measures which the TECHNICAL OFFICER may require for the operations of Transnet, the safety of trains, property and workmen of Transnet

and for the safety of other property and persons. The service provider and his/her employees shall carry out the directions of the TECHNICAL OFFICER.

14.2 The service provider shall not communicate with the **EXECUTIVE MANAGER OR HIS/HER DEPUTY** except through the **TECHNICAL OFFICER**.

14.3 The service provider shall supply and have available on the site at all times a printed triplicate carbon copy book with detachable numbered sheets. Each day shall be recorded which shall reflect the operational history of the item of plant for the hours it has been ordered to work on that particular day. Entries shall be made for every day the item of plant is ordered to work, whether it actually worked or not, and must cover all conditions and circumstances which may affect its working or productivity. Each page shall be clearly indicate the contract number and the item of plant to which it refers and shall be signed by both the TECHNICAL OFFICER or HIS DEPUTY and the service provider or his authorised representative. The original sheets will be removed and retained by the TECHNICAL OFFICER and carbon copies retained by the service provider. **Normal blank sheets are not acceptable.**

14.4 The entries in the daybook will be used for measurement and payment, and the service provider shall ensure that all the records are complete in every respect. No payment will be made in respect of any returns which are not properly completed and signed.

14.5 The service provider's operator(s) shall be available on the site at all times while the WORKS are in progress to receive the directions of the TECHNICAL OFFICER.

15. SURVEY BEACONS AND PEGS

The service provider shall on no account move or damage any beacon, bench mark, reference mark, signal, trigonometrically station or boundary fences in the execution of the WORKS, without the written approval of the TECHNICAL OFFICER. Should the service provider be responsible for any such occurrence, he/she shall report the circumstances to the TECHNICAL OFFICER.

16. PROTECTION OF PERSONS AND PROPERTY

16.1 The service provider shall take all the requisite measures and precautions during the course of the WORKS to -

- (i) Protect the public and property of the public,
- (ii) Protect the property and workmen of both Transnet and service provider,
- (iii) Avoid damage to and prevent trespass on adjoining properties, and

- (iv) Ensure compliance with any instruction issued by the TECHNICAL OFFICER or by any person appointed by him/her, or any instruction embodied in the contract documents, which affects the safety of any person or thing.
- 16.2 Transnet will provide, at its own cost, protection for the safe working of trains. Protection by Transnet for any purpose whatsoever, does not absolve the service provider from his responsibilities in terms of the contract.
- 16.3 All operations necessary for the execution of the WORKS, including the provision of any temporary works and camping sites, shall be carried out so as not to cause veld fires, ground, water or atmospheric pollution, soil erosion, or restriction of or interference with streams, furrows, drains and water supplies.

17. USE OF EXISTING ROADS

- 17.1 The service provider shall use every reasonable means to prevent damage to any of the roads or bridges communicating with or on the direct route to the site and shall select routes, use vehicles and restrict loads so that any extraordinary traffic as may arise from the moving of plant or material to or from the site shall be limited as far as is reasonably possible.

- 17.2 The service provider shall not occupy or interfere in any way with the free use of any public or private road, right-of-way, path or street unless the TECHNICAL OFFICER has obtained the approval of the road authority concerned.

18. INTERFERENCE WITH TRANSNET ASSETS AND WORK ON RAILWAY LINES

- 18.1 The service provider shall not interfere in any manner whatsoever with a railway line, nor shall he/she carry out any work or perform any act which affects the security, use or safety of a railway line or Transnet property except with the authority of the TECHNICAL OFFICER and in the presence of a duly authorised representative of Transnet.
- 18.2 The service provider shall not carry out any work or operate any plant, or place any material whatsoever **nearer than 3 m from the centre line of any railway line**, except with the written permission of the TECHNICAL OFFICER and subject to such conditions as he/she may impose.
- 18.3 Care must be taken not to interfere with or damage any services such as overhead wire routes, cables or pipes. The service provider will be held responsible for any damage to or interruption of such services arising from any negligent or wilfully wrongful act or omission on his/her part or the part of any of his/her employees, or persons engaged by him/her on the WORKS. The cost of repairing, replacing or

restoring the services, as well as all other costs arising from any damage to services, shall be borne by and will be recovered from the service provider.

19. TEMPORARY STOPPAGE AND RECOMMENCEMENT OF WORK

Transnet will give the service provider a **minimum of 24 hours' notice** of a temporary stoppage of use by Transnet of any plant provided in terms of the contract. The service provider shall thereafter be entitled to remove such plant, but shall return it to an appointed place of work **within 7 days** of notification by Transnet that the plant is again required.

20. CUSTODY AND DELIVERY OF MATERIAL

The service provider's operator shall tip material from tip lorries in the manner directed by the TECHNICAL OFFICER.

21. USE OF PLANT

Transnet reserves the use of the plant supplied in terms of clause 3 hereof while it is so supplied for its own purposes only, and the service provider shall perform no work or service for himself/herself or for any other party with such plant during the hours of duty defined, but shall perform only such work or services as directed by the TECHNICAL OFFICER.

22. FUELLING, SERVICING AND MAINTENANCE

22.1 The service provider shall for all plant, except where otherwise stipulated in the specifications, provide all material, tools, equipment and temporary buildings and perform all servicing, fuelling, maintenance and carrying out of repairs at his own expense and in his own time.

22.2 When plant is paid for on a daily or hourly basis, the time spent on servicing, fuelling, maintenance and repairing by the service provider shall not be included in the hours standing or hours worked, and will not be paid for. Plant shall not be withdrawn from work for servicing and refuelling during normal hours of duty except when agreed to by the TECHNICAL OFFICER.

23. MECHANICAL CONDITION

- 23.1 No plant will be permitted to commence work until it has been examined and the service provider is in possession of a certificate signed by the TECHNICAL OFFICER that the item is in an acceptable condition.
- 23.2 All plant shall be in good mechanical condition initially and, except where otherwise stipulated in the contract documents, shall be maintained by the service provider in good mechanical and roadworthy condition for the duration of the contract.
- 23.3 The TECHNICAL OFFICER may, in his/her discretion, order the removal, temporarily or permanently, of any plant listed in the schedule(s) of plant where, in his/her opinion, the plant is not in a satisfactory mechanical condition or is incapable of performing the work required for it.

24. SUBSTITUTION

- 24.1 Only the plant listed in the schedule(s) of plant will be permitted to operate.
- 24.2 In exceptional circumstances, the TECHNICAL OFFICER may, in his/her discretion, permit the service provider to substitute, either temporarily or for the duration of the contract, another item of plant in place of that listed in the schedule(s) of plant and accepted. The substitute plant shall be subject to the same conditions of contract as the original and shall in no way be inferior to the original. The substitute plant shall replace the original plant and shall be paid for at the rates in the schedule of prices for the original.

25. AVAILABILITY

- 25.1 Plant in workable condition, together with operators and, where specified, labourers, shall be supplied at the place of work **within 14 days** of the time the service provider has been notified of requirements.
- 25.2 After the plant has been accepted at the place of work, the service provider shall ensure that it is available for work for such period as may be required.

26. NON-AVAILABILITY

- 26.1 The service provider shall advise the TECHNICAL OFFICER as soon as possible when any plant listed in the schedule(s) of plant is not available for work at its appointed work place.

26.2 If the non-availability of the plant is due to a mechanical breakdown, the service provider shall advise the estimated time to effect repairs and to return the plant to work.

26.3 Non-availability due to puncture repairs will also be regarded as breakdown.

27. PENALTIES FOR NON-AVAILABILITY

27.1 Except as specified herein, penalties in terms of the Conventional Penalties Act, 1962, shall be payable by the service provider for the loss of working time due to non-availability of the plant. Working time includes the normal weekday hours of duty and such periods of overtime and time on Saturdays, Sundays and statutory paid public holidays as the service provider has been ordered to work.

27.2 Payment of penalties will not be enforced in the following cases: -

i) When the total normal working time lost in a calendar month does not **exceed 9 hours**, provided the non-availability is due to mechanical breakdown. The nature of the breakdown shall be reported and an estimate given of the time required to effect repairs, for certification by the TECHNICAL OFFICER.

ii) When the total normal working time lost due to a delay in the approved substitution of plant listed in the schedule(s) of plant does not **exceed 9 hours** in a calendar month.

27.3 Sums in payment of penalties will be recovered for each working hour lost as follows, but in respect of cases mentioned in sub-clause 27.2 hereof, only for hours lost in **excess of 9 hours** in any one month:

i) For tippers and tlbs - 60 per cent of the hourly rate for working time (Part D).

27.4 Sums in payment of penalties will be recovered from any money due to the service provider by Transnet.

28. STANDING TIME

When the service provider has been ordered to work, and if the plant is available for work but is not working due to a requirement, act or omission on the part of Transnet or other service provider working for Transnet the service provider will be paid standing time -

i) only for time falling within the hours of duty specified:

ii) only when the plant is in full working order with an operator, where applicable, in attendance.

The time claimed as standing time must be certified by the TECHNICAL OFFICER.

29. PAYMENT

No payment whatsoever will be made for any plant except for periods -

- i) When working as directed by the TECHNICAL OFFICER, or
- ii) Covered by items as per Part D.

30. HAUL ROUTE

The haul route will be designated by the TECHNICAL OFFICER. Measurement of distance for payment purposes will be over such haul route even if the service provider chooses, for reasons of his/her own, to transport material by a different route.

31. OPERATION OF PLANT

31.1 The service provider's employees shall perform the work as directed by the TECHNICAL OFFICER and operate the plant in an efficient manner, to give as high an output of work as possible in the prevailing circumstances.

31.2 If, in the opinion of the TECHNICAL OFFICER, the output of any plant is unsatisfactory due either to the inability of the plant to meet the work requirements or to any defect in its operation, Transnet reserves the right to -

- i) cancel the contract,
- ii) move the plant to another place of work,
- iii) order the removal of the operator, or
- iv) order the removal, permanently or temporarily, of the particular item of plant, or its replacement.

32. TERMINATION OF CONTRACT

Transnet reserves the right to terminate the contract by giving the service provider 7 days' written notice.

33. RECOVERY OF MONEY FROM SERVICE PROVIDER

Any and all money that may become payable to Transnet by the service provider in terms of this contract may be recovered from the service provider by deduction or recovery -

- i) from money due or to become due to the service provider under this or any other contract with Transnet, or
- ii) in any manner provided for in the contract or decided upon by Transnet provided that nothing herein contained shall affect the operation of set-off as between Transnet and the service provider.

34. INCREASE OR DECREASE IN COSTS

No price increase applies.

35. VALUE ADDED TAX

35.1 Tendering

Value-added Tax shall be excluded from individual payment item rates as it will be added to the month's total measurement.

35.2 Payment

Value-added Tax, where applicable, shall be reflected on monthly invoices and only paid on the presentation of a VAT-invoice by the service provider.

36. PAYMENT CERTIFICATES

36.1 On or about the last day of each month, the TECHNICAL OFFICER shall make a progress measurement of the work done.

36.2 Thereafter the TECHNICAL OFFICER will issue a certificate authorising payment of such sum of money as he/she may consider represents the value of the work referred to in clause 36.1 hereof.

37. BREACHES AND REMEDIES

37.1 Should the service provider commit any breach or default of any kind mentioned in clause 37.2 hereof, the CHIEF ENGINEER'S DEPUTY may exercise, subject to the provisions of clauses 38.1 to 38.7 hereof, for and on behalf of Transnet, immediately, the rights and powers set out in clause 37.3 hereof.

37.2 Breaches of defaults entitling the CHIEF ENGINEER'S DEPUTY to act in terms of clause 37.3 hereof shall be the following:

- (i) Failure of the service provider to fulfil any term of condition of the contract.

- (ii) Failure of the service provider to pay any employee his salary or wages within **7 days** of the time of such salary or wages becoming due.
- (iii) Failure of the service provider to comply with any statutory provision, agreement, determination or award affecting conditions of employment.
- (iv) Failure of the service provider to satisfy any judgement or arbitrator's award entered against him within **72 hours** after such judgement or award is so entered, or to satisfy any attachment order against property within 24 hours of its issue.
- (v) Any offer by the service provider to compromise with his creditors.
- (vi) Inefficiency or gross negligence in the carrying out of the contract.
- (vii) Insulting or objectionable conduct, or the use of profane, insulting or offensive language by the service provider towards any member of Transnet's staff.
- (viii) Conviction of the service provider or, any of his employees in a court of law for any offence which affects the interests of Transnet.

37.3 In the event of any breach of default mentioned in clause 38.2 hereof, the CHIEF ENGINEER'S DEPUTY may declare the contract cancelled and invoke any other legal remedy available to Transnet.

37.4 All wages, salaries, costs and expenses paid, incurred or sustained by Transnet, for which the service provider is liable in terms of the contract, shall be paid by the service provider on demand or shall be recovered as provided for in clause 34 hereof.

37.5 In any action taken or instituted by Transnet under clauses 37.1 to 37.4 hereof or under any clause of the contract read alone or in conjunction with these clauses, a certificate issued by the TECHNICAL OFFICER shall be deemed to be proof of any amount due by the service provider to Transnet or by Transnet to the service provider.

38. DISPUTES AND ARBITRATION

38.1 If any dispute or difference of any kind whatsoever arises between the TECHNICAL OFFICER or CHIEF ENGINEER'S DEPUTY and the service provider in connection with the interpretation and/or application of the contract or the carrying out of the WORKS (whether during the progress of the work or after its completion and whether before or after the termination, abandonment or breach of the contract), the matter shall be referred in writing by the service provider to the CHIEF ENGINEER not later than **3 days** after receipt by the service provider of the decision of the TECHNICAL OFFICER or the CHIEF ENGINEER DEPUTY.

38.2 The CHIEF ENGINEER shall settle the dispute and shall advise his decision in writing both to the TECHNICAL OFFICER and the service provider. Such decision in respect

of every matter so referred shall forthwith be given effect to by the TECHNICAL OFFICER and the service provider. The service provider shall proceed with the work with all due diligence, unless the contract has been terminated by Transnet, whether or not notice of dissatisfaction is given by him/her as hereinafter provided.

38.3 Should the service provider be dissatisfied with any decision of the CHIEF ENGINEER in regard to a dispute, he may require, within **10 days** of receiving such decision, that the matter be referred to an arbitrator to be agreed upon between the parties or, failing agreement, an arbitrator to be nominated, on the application of either party, by the President, for the time being, of the South African Institution of Civil Engineers. Should the President referred to herein be interested personally in the contract, the First Vice-President of the aforesaid organisation, shall perform the function of nominating an arbitrator.

38.4 An arbitrator shall have full power to open up, review and revise any decision, opinion, direction certificate or valuation of the TECHNICAL OFFICER, the CHIEF ENGINEER'S DEPUTY or the CHIEF ENGINEER in so far as it may be necessary to do so for the proper determination of the dispute or difference, and neither party shall be limited, in the proceedings before such arbitrator, to the evidence or arguments put before the TECHNICAL OFFICER, the CHIEF ENGINEER'S DEPUTY or the CHIEF ENGINEER for the purpose of obtaining the decision of the CHIEF ENGINEER referred to above. The award of the arbitrator shall be final and binding on the parties.

38.5 Arbitration proceedings (except in regard to any dispute arising under clauses 36.1 to 36.2 and 37.1 to 37.5 hereof) may not be entered into until after the expiry of the contract period except with the written consent of Transnet and the service provider, provided always that no decision given by the TECHNICAL OFFICER, the CHIEF ENGINEER'S DEPUTY or the CHIEF ENGINEER in accordance with the foregoing provisions shall disqualify him as a witness and from giving evidence before the arbitrator on any matter whatsoever relevant to the dispute of difference, so referred to the arbitrator as aforesaid.

38.6 Any amount which may become payable by the service provider to Transnet in consequence of any decision by the CHIEF ENGINEER or of an arbitrator's award as the case may be, in accordance with the foregoing provisions of this clause, may be recovered in any manner described in clause 34 hereof.

38.7 The arbitrator's fees shall be borne by the parties concerned in accordance with the terms of the arbitrator's award. Should one party pay the arbitrator's fees, this party will have the right to recover from the other party any amount of such fee for which that party is responsible.

40. TRANSPORTATION OF MACHINE

40.1 The service provider shall be required to transport the said machine from work site to work site as may be requested by the TECHNICAL OFFICER, as and when required, by means of a lowbed.

40.2 Lowbed:-

1) The lowbed shall be roadworthy and required to be in possession of the necessary transportation permit as required by the relevant roads authority.

2) The lowbed shall be required to be maintained and operated by the service provider's personnel.

3) The written request for the moving of the said machine will be given **48 hours** in advance.

40.3 Availability of lowbed

Should the service provider's own lowbed not be available, for any reason whatsoever, the service provider shall be responsible to hire in from an alternative source. All the requirements shall be relevant to that of the alternatively sourced lowbed.

40.4 Penalties

Penalties for the non-availability of a lowbed resulting in the delay of any work, the service provider shall be penalized as follows

1) All plant that are standing due to the non-conformance of the service provider, an amount double to that of the value of "standing time" claimed, shall be deducted from the payment of the service provider.

2) If, at the discretion of the TECHNICAL OFFICER, it is found that the service provider is on a regular basis, unable to meet his/her obligation with respect to the required transport, steps will be taken to terminate the said contract.

40.5 Security

In the interest of safety, the service provider shall allow for armed security to accompany the lowbed when travelling in the area South of Ulundi.

40.6 Payment of lowbed moves

Payment will only be made, for transportation of machines, as indicated in Part D, "Schedule of quantities and prices", of this contract. No other costs, whatsoever, will be entertained by Transnet.

PART B

SPECIFICATION AND SPECIAL CONDITIONS

1. NATURE OF WORK

- 1.1 This specification covers the provision maintenance and operation by the service provider of 1 X 25 Ton Crane Trucks and inclusive of operators and fuel.

2. AREA OF OPERATIONS

The area of operations will be within the limits of the area controlled by the DEPOT ENGINEER, Richards Bay, which is the coal line between **ULUNDI – VRYHIED SECTION**.

3. DURATION OF CONTRACT

The contract period will be **1 months**.

4. CONDITIONS OF CONTRACT

No tender will be considered unless the service provider certifies that he is acquainted with the contract documents including the Transnet 286 Agreement.

5. MOVEMENT OF PLANT

- 5.1 The service provider shall deliver the plant complete in all respects, in a fully operational condition, with operator, at the initial place of work as directed.
- 5.2 The time taken to move plant from one workplace to another will be treated as working time when the plant is moved under its own power.
- 5.3 The time taken to move plant from one workplace to another, when such a move is arranged by and at the cost of Transnet, will be treated as standing time.
- 5.4 It is a condition that one Front- and one Rear spare-wheel is available at all times at the machine on site.
- 5.5 It is a condition that Front- and Rear Halogen working lights are in a working condition at all times.

6. MEASUREMENT

- 6.1 The unit of measurement for both working, standing time and inclement weather will be the hour.
- 6.2 The unit of measurement for establishing of machine on site will be paid per kilometre for the distance travelled and will be paid only when service provider delivers machine on site at his cost. Should Transnet arrange its own lowbed to establish machine, no payment will be made to service provider for establishment.

7. PAYMENT

- 7.1 Payment will be made only
 - i) For actual hours worked at the rates quoted in the schedule of prices for working time, and
 - ii) For certified standing time, at the rates quoted in the schedule of prices for standing time,
 - iii) For certified standing time, due to inclement weather, at the rates quoted.
- 7.2 The rates quoted in the schedule of prices for working time shall be inclusive of all costs in the supply, in a fully operational condition, the supply of diesel fuel, with operator, maintenance and operation of the grader and attached equipment, and its removal from the site, therefore no payment will be made for de-establishment.
- 7.3 The rates quoted in the schedule of prices for standing time shall be inclusive of all costs in the supply and maintenance in a fully operational condition of the grader and attached equipment, with operator.

8. SCHEDULE OF PLANT OFFERED

The service provider shall complete the schedule of plant offered.

9. HOUSING OF EMPLOYEES

Further to clause 11 of part A, the service provider is to supply mobile accommodation, in the form of a roadworthy caravan, to his operator.

10. ESCALATION

Adjustment will be made in terms of clause 35 of Part A.

11. BASIS OF ADJUDICATION OF QUOTATIONS

11.1 For the purpose of adjudication of quotations, the estimated percentages of working-, standing time and increment weather are as follows:

Working time	-	85%
Standing time	-	5%
Increment weather	-	10%

11.2 The estimated percentages are a guide to service providers, but no claim whatsoever will be entertained for any differences between the estimated and actual percentages.

11.3 When adjudicating quotations, the decision will be based on: -

- Compliance to phase 1 evaluation criteria – provision of mandatory documents,
- Phase 3 evaluation – based on price and BBBEE level

PHASE 1 EVALUATION:

- An original or certified copy of a valid TAX clearance certificate.
- Machinery registration documents
- Full documentation regarding licensing, COF and proof of registration
- Clause by clause compliance to specifications

11.4 Plant will be inspected and examined prior to award of contract.

11.5 Failure to submit mandatory documents will result in the tender not being considered.

11.6 Plant manufactured prior to **2007** will not be considered.

PART C: SCHEDULE OF PLANT OFFERED

PROVISION, MAINTENANCE AND OPERATION OF 1X 25T CRANE TRUCKS

(Service Providers must supply photocopies of maker's specifications with illustrations of plant offered)

CRANE TRUCK X 1

MAKE	YEAR OF MANUFACTURE	MODEL NO.	MIN. OPERATING WEIGHT (kg)	MACHINE SERIAL NO.	MIN POWER RATING (kw)	REGISTRATION NO.

"PREVIEW COPY ONLY"

SERVICE PROVIDER		WITNESS	
NAME AND SURNAME		NAME AND SURNAME	
DATE		DATE	
SIGNATURE		SIGNATURE	

PART D: SCHEDULE OF QUANTITIES AND PRICES

PROVISION, MAINTENANCE AND OPERATION OF 1X 25 TON CRANE TRUCK

ITEM N ^o	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
25TON CRANE TRUCK X 1					
1	Rate for working time	hour	360		
2	Rate for waiting time	hour	18		
3	Rate for inclement weather	hour	36		
4	Establishment rate	Sum	Rate only		
				SUB TOTAL	
				14% VAT	
				TOTAL	

SERVICE PROVIDER		WITNESS	
NAME AND SURNAME		NAME AND SURNAME	
DATE		DATE	
SIGNATURE		SIGNATURE	

"PREVIEW COPY ONLY"