



RFQ:HOAC/LHF/5742

DESCRIPTION

REPAIRS AND REMOVE PARKHOMES AT TRANSNET FREIGHT RAIL LEEUHOF YARD FOR TWO MONTHS

ISSUE DATE : 23 OCTOBER 2009

CLOSING DATE: 17 NOVEMBER 2009 (10H00)

OPTION DATE : 31 DECEMBER 2009

A COMPULSORY information session will be held on the 5th NOVEMBER 2009 at the following:

Venue: LEEUHOF YARD

Time: 10H00

TENDER BOX

ALLOCATED AT THE CHAIRPERSON TRANSNET FREIGHT RAIL, ACQUISITION COUNCIL ,GROUND FLOOR, INYANDA HOUSE 1, 21 WELLINGTON ROAD PARKTOWN, JOHANNESBURG.

TENDER ENVELOPE TO BE MARKED AS FOLLOWS:

TENDER NUMBER: RFQ:HOAC/LHF/5742 : REPAIRS AND REMOVE PARKHOMES AT TRANSNET FREIGHT RAIL LEEUHOF YARD FOR TWO MONTHS



REQUISITION FOR QUOTATION

MESSRS:

.....

.....

.....

Tel (011)
Fax (011)

ISSUE DATE 23-10 -09

CLOSING DATE 17-11-2009 (10h00)

SUPPLY CHAIN SERVICES
Contact: ESTHER TYAM
Tel: 011 773-8557

Prices in South African currency, including all costs.			
Direct to consignee			
ITEM NO:	DESCRIPTION	QTY	Price per each
1.	As per attached "Schedule of Quantities"		
2.Prices must be V.A.T. exclusive			
3. Direct delivered to:	LEEUFHOF YARD		
4.Contact person:	P.NEL 083 576 4162 (For directions or technical issues)		

5. COMPULSORY DOCUMENTS NOTE:

5.1.Return of tender documents

The tender documents must be submitted on the closing date in **duplicate** and failure to do so will automatically disqualify your offer.

5.2.The following documents are compulsory, and they must be attached to the tender document If **Not** your tender will not be considered.

- a)Tax Clearance Certificate
- b)Supplier Declaration Form
- c)Current Vat Registration No.
- d)BBBEE level certification and Score Card

6. FRAUD HOTLINE

Transnet strives to be fair, equitable and just in all its dealings with tenderers. As such we encourage all tenderers to report any practice, activity or information that they are aware of or become aware of which may result in any perception of or actual fraud being committed against or in the name of Transnet. The hotline details are:-

Hotline telephone: 0800 003 056

Email: transnet@tip-offs.com

Fax: 0800 007 788

All information received will be treated with the utmost confidentiality

SIGNATURE OF TENDERER: _____ Date: _____



7. BUSINESS ADJUDICATION CRITERIA :

7.1. "Order winning criteria"

7.1.1. Total price for repairing of Parkhomes

7.2. "Technical"

7.2.1. Specification compliance

7.2.2. Attendance register

7.2.3. Delivery period (State completion date) 30 days

7.2.4. Compliance to Safety Acts

7.2.4.1. Act no. 130 of 1993

7.2.4.2. Act 85 of 1993

7.3. "BBBEE"

7.3.1. Provide BBBEE level Certification

PRIEVIEW COPY ONLY

SIGNATURE OF TENDERER: _____ **Date:** _____



8 .TENDER SITE MEETING:

A **COMPULSORY** information meeting will be held at the following venue:

Venue : LEEUHOF YARD
Time : 10h00
Date : 5TH NOVEMBER 2009

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

Contact people on sites: (P. NEL Tel: 083 576 4162)

8.1. **ATTENDANCE CERTIFICATE**

This is to certify that.....

Representative/s of

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

.....
TRANSNET'S REPRESENTATIVE

.....
TENDERER'S REPRESENTATIVE

DATE :

VERY IMPORTANT

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

SIGNATURE OF TENDERER: _____ **Date:** _____



COMPANY INFORMATION

9. STATEMENT OF WORK (S) SUCCESSFULLY CARRIED OUT BY THE TENDERER:

Tenderers are to advise which other companies have they successfully provided or are currently providing similar services.

Service Description	For whom done	Period	Contact person and Telephone or Cell number

PRIEVIEW COPY ONLY

SIGNATURE OF TENDERER: _____

Date: _____

10. BROAD-BASED BLACK ECONOMIC EMPOWERMENT (“BBBEE”)

TRANSNET fully endorses and supports the South African Government’s Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all business enterprises have an equal obligation to redress the imbalances of the past. TRANSNET would therefore prefer to do business with business enterprises who share these same values and who are prepared to contribute to meaningful BBBEE initiatives (including and not limited to enterprise development, subcontracting and Joint Ventures) as part of their tender response.

Transnet would accordingly allow a “preference” in accordance with the 10% preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 (as amended) to companies who provide a BBBEE accreditation Certificate. All procurement and disposal transactions in excess of R30000 will be evaluated accordingly. All transactions below R30000 will as far as possible be earmarked for EME’s.

TRANSNET consequently urges Respondents (Large enterprises and QSE’s – see below) to have themselves duly accredited by any one of the Accreditation Agencies [approved](#) by SANAS (South African National Accreditation System, under the auspices of the DTI).

In terms of Government Gazette No. 32094, Notice No. 354 dated 23 March 2009, as from 1 August 2009, only BBBEE accreditation Certificates issued by SANAS approved verification agencies will be valid.

However accreditation certificates issued before 23 March 2009 and which are still within their one (1) year validity period will still be acceptable, until their expiry date provided that the accreditation was done in accordance **with the latest codes (i.e. those promulgated on 9 February 2007)**.

BBBEE Accreditation Certificates issued after the published date i.e. 23 March 2009, by a Verification Agency not approved by SANAS, will **NOT** be acceptable as from 23 March 2009.

10.1. Enterprises will be rated by such Accreditation Agencies based on the following:

- (a) **Large Enterprises (i.e. annual turnover >R35 million):**
 - Rating level based on all 7 (seven) elements of the BBBEE scorecard
 - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (b) **Qualifying Small Enterprises – QSE (i.e. annual turnover >R5 million but <R35 million):**
 - Rating based on any 4 (four) of the elements of the BBBEE scorecard
 - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (c) **Exempted Micro Enterprises – EME (i.e. annual turnover <R5m are exempted from being rated or verified):**
 - Automatic BBBEE Level 4 rating, irrespective of race ownership, i.e. 100% BBBEE recognition
 - Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE rating, i.e. 110% BBBEE recognition
 - EME’s should provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% (to be renewed annually) from their Auditors / Accounting Officers

10.2. In addition to the above, Respondents who wish to enter into a Joint Venture (JV) or subcontract portions of the contract to BBBEE companies must state in their Tenders / Proposals the percentage



of the total contract value which would be allocated to such BBBEE companies, should they be successful in being awarded any business. A rating certificate in respect of such BBBEE JV-partners and/or sub-contractors, as well as a breakdown of the distribution of the aforementioned percentage allocation must also be furnished with the tender response to enable Transnet to evaluate / adjudicate on all tenders received on a fair basis.

10.3. Each Respondent is required to furnish proof of its BBBEE status (Certificate and Detailed Scorecard) as stipulated above to TRANSNET.

<p>Turnover: Indicate your company's most recent annual turnover:</p> <p>R.....</p>
--

- If annual turnover <R5m, please attach auditors / accounting officers letter confirming annual turnover and percentage black ownership as well as Black Women ownership
- If annual turnover >R5m please attach BBBEE certificate and detailed scorecard from an accredited rating agency.

10.4. The DTI has created an online **B-BBEE Registry** (<http://www.dti.gov.za>) in order to provide a central and standardized source of the B-BBEE status of all entities, and to facilitate the flow of this information amongst entities by providing a Unique Profile Number (UPN) per each listing. Existing and prospective suppliers are therefore urged to list their B-BBEE status on the DTI Registry. Hence, entities verified by DTI, will receive the following benefits:

- Their BBBEE status will be verified and confirmed by the DTI, before listing on the Registry
- Listing on the Registry will provide suppliers the option to market themselves on the DTI B-BBEE Opportunities Network. This is a search engine that is designed to help businesses find B-BBEE compliant entities who match specific requirements in terms of the nature of services/goods provided, region, B-BBEE status or other search criteria.

Transnet supports this DTI initiative and will use the DTI Registry to verify prospective and existing suppliers' BBBEE credentials.

10.5. Kindly provide Transnet with your DTI B-BBEE UNIQUE PROFILE NUMBER with all tender submissions.

<p>DTI BBBEE UNIQUE PROFILE NUMBER:</p> <p>.....</p>

10.6. Failure to submit your BBBEE information in terms of 10.3 and/or 10.5 (above) will result in a score of zero being allocated for BBBEE evaluation.

SIGNATURE OF TENDERER: _____ **Date:** _____



TRANSNET LIMITED
(REGISTRATION NO. 90/000900/06)
TRADING AS TRANSNET FREIGHT RAIL

**SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE
WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT
(ACT 85 OF 1993) AND APPLICABLE REGULATIONS**

1. General

- 1.1 The Contractor and Transnet Limited (hereinafter referred to as “Transnet”) are individual employers, each in its own right, with their respective duties and obligations set out in the Occupational Health and Safety Act, Act 85 of 1993 (the Act) and applicable Regulations.
- 1.2 The Contractor accepts, in terms of the General Conditions of Contract and in terms of the Act, his obligations as an employer in respect of all persons in his employ, other persons on the premises or the Site or place of work or on the work to be executed by him, and under his control. He shall, before commencement with the execution of the contract work, comply with the provisions set out in the Act, and shall implement and maintain a Health and Safety Plan as described in the Construction Regulations, 2003 and as approved by Transnet, on the Site and place of work for the duration of the Contract.
- 1.3 The Contractor accepts his obligation to complying fully with the Act and applicable Regulations notwithstanding the omission of some of the provisions of the Act and the Regulations from this document.
- 1.4 Transnet accepts, in terms of the Act, its obligations as an employer of its own employees working on or associated with the site or place of work, and the Contractor and Technical Officer or his deputy shall at all times, co-operate in respect of the health and safety management of the site, and shall agree on the practical arrangements and procedures to be implemented and maintained during execution of the Works.
- 1.5 In the event of any discrepancies between any legislation and this specification, the applicable legislation will take precedence.

2. Definitions

- 2.1 In this Specification any word or expression to which a meaning has been assigned in the Construction Regulations, shall have the meaning so assigned to it, unless the context otherwise indicates: -
- 2.2 The work included in this Contract shall for the purposes of compliance with the Act be deemed to be "**Construction Work**", which, in terms of the Construction Regulations, 2003 means any work in connection with: -
- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;



- (c) the installation, erection, dismantling or maintenance of fixed plant where such work includes the risk of a person falling;
 - (d) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
 - (e) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;
- 2.3 “**competent person**” in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed: Provided that where appropriate qualifications and training are registered as per the South African Qualifications Authority Act, 1995 these qualifications and training shall be deemed to be the required qualifications and training;
- 2.4 “**contractor**” means principal contractor and “subcontractor” means contractor as defined by the Construction Regulations, 2003.
- 2.5 “**fall protection plan**” means a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods applied to eliminate the risk;
- 2.6 “**health and safety file**” means a file, or other record in permanent form, containing the information required to be kept on site in accordance with the Act and applicable Regulations;
- 2.7 “**Health and Safety Plan** ” means a documented plan which addresses the hazards identified and include safe work procedures to mitigate, reduce or control the hazards identified;
- 2.8 “**Risk Assessment**” means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;
- 2.9 “**the Act**” means the Occupational Health and Safety Act No. 85 of 1993.

3. Procedural Compliance

- 3.1 The Contractor who intends to carry out any construction work shall, before carrying out such work, notify the Provincial Director in writing if the construction work:-
- (a) includes the demolition of a structure exceeding a height of 3 metres; or
 - (b) includes the use of explosives to perform construction work; or
 - (c) includes the dismantling of fixed plant at a height greater than 3m,

and shall also notify the Provincial Director in writing when the construction work exceeds 30 days or will involve more than 300 person days of construction work and if the construction work:-

- (a) includes excavation work deeper than 1m; or

(b) includes working at a height greater than 3 metres above ground or a landing.

3.2 The notification to the Provincial Director shall be on a form similar to Annexure A of the Construction Regulations, 2003, also shown in Annexure 1 of this Specification. The Contractor shall ensure that a copy of the completed notification form is kept on site for inspection by an inspector, Technical Officer or employee.

3.3 The Contractor shall, in accordance with the Act and applicable Regulations, make all the necessary appointments of competent persons in writing on a form similar to Annexure 2 of this Specification and deliver copies thereof to the Technical Officer. Copies should also be retained on the health and safety file.

3.4 Subcontractors shall also make the above written appointments and the Contractor shall deliver copies thereof to the Technical Officer.

3.5 In the case of a self-employed Contractor or any subcontractor who has the appropriate competencies and supervises the work himself, the appointment of a construction supervisor in terms of regulation 6.1 of the Construction Regulations, 2003 will not be necessary. The Contractor shall in such a case execute and sign a declaration, as in Annexure 3, by which he personally undertakes the duties and obligations of the "Chief Executive Officer" in terms of section 16(1) of the Act.

3.6 The Contractor shall, before commencing any work, obtain from the Technical Officer an access certificate as in Annexure 4 executed and signed by him, permitting and limiting access to the designated site or place of work by the Contractor and any subcontractors under his control.

3.7 Procedural compliance with Act and Regulations, as above, shall also apply to any subcontractors as employers in their own right. The Contractor shall furnish the Technical Officer with full particulars of such subcontractors and shall ensure that they comply with the Act and Regulations and Protekon's safety requirements and procedures.

4. Special Permits

Where special permits are required before work may be carried out such as for hotwork, isolation permits, work permits and occupations, the Contractor shall apply to the Technical Officer or the relevant authority for such permits to be issued. The Contractor shall strictly comply with the conditions and requirements pertaining to the issue of such permits.

5. Health and Safety Programme

5.1 The Tenderer shall, with his tender, submit a Health and Safety Programme setting out the practical arrangements and procedures to be implemented by him to ensure compliance by him with the Act and Regulations and particularly in respect of: -

- (i) The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees and subcontractors in terms of section 8 of the Act;

- (ii) the execution of the contract work in such a manner as to ensure in terms of section 9 of the Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;
 - (iii) ensuring, as far as is reasonably practical, in terms of section 37 of the Act that no employee or subcontractor of the Contractor does or omits to do any act which would be an offence for the Contractor to do or omit to do.
- 5.2 The Contractor's Health and Safety Programme shall be based on a risk assessment in respect of the hazards to health and safety of his employees and other persons under his control that are associated with or directly affected by the Contractor's activities in performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.
- 5.3 The Contractor shall cause a risk assessment contemplated in clause 5.2 above to be performed by a competent person, appointed in writing, before commencement of any Construction Work and reviewed during construction. The Risk Assessments shall form part of the Health and Safety programme to be applied on the site and shall include at least the following:
- (a) The identification of the risks and hazards that persons may be exposed to;
 - (b) the analysis and evaluation of the hazards identified;
 - (c) a documented Health and Safety Plan, including safe work procedures to mitigate, reduce or control the risks identified;
 - (d) *a monitoring and review plan.*
- 5.4 The Health and Safety Plan shall include full particulars in respect of: -
- (a) The safety management structure to be instituted on site or place of work and the names of the Contractor's health and safety representatives and members of safety committees where applicable;
 - (b) the safe working methods and procedures to be implemented to ensure the work is performed in compliance with the Act and Regulations;
 - (c) the safety equipment, devices and clothing to be made available by the Contractor to his employees;
 - (d) the site access control measures pertaining to health and safety to be implemented;
 - (e) the arrangements in respect of communication of health and safety related matters and incidents between the Contractor, his employees, subcontractors and the Technical Officer with particular reference to the reporting of incidents in compliance with Section 24 and General Administrative Regulation 8 of the Act and with the pertinent clause of the General Conditions of Contract forming part of the Contract and

- (f) the introduction of control measures for ensuring that the Safety Plan is maintained and monitored for the duration of the Contract.
- 5.4 The Health and Safety programme shall be subject to the Technical Officer's approval and he may, in consultation with the Contractor, order that additional and/or supplementary practical arrangements and procedures be implemented and maintained by the Contractor or that different working methods or safety equipment be used or safety clothes be issued which, in the Technical Officer's opinion, are necessary to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act and Regulations. The Technical Officer or his deputy shall be allowed to attend meetings of the Contractor's safety committee as an observer.
- 5.5 The Contractor shall take reasonable steps to ensure that each subcontractor's Health and Safety Plan is implemented and maintained on the construction site: Provided that the steps taken shall include periodic audits at intervals mutually agreed to between them, but at least once every month.
- 5.6 The Contractor shall stop any subcontractor from executing any construction work, which is not in accordance with the Contractor's, and/or subcontractor's Health and Safety Plan for the site or which poses a threat to the health and safety of persons.
- 5.7 The Contractor shall ensure that a copy of the Health and Safety Plan is available on site for inspection by an inspector, Technical Officer, agent, subcontractor, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.
- 5.8 The Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the Risk Assessment.
- 5.9 The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.10 The Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the Risk Assessment before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.11 The Contractor shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.

6. Fall Protection Plan

- 6.1 In the event of the risk and hazard identification, as required in terms of clause 5.3 of this Specification, revealing risks relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a fall protection plan;



6.2 The Contractor shall implement, maintain and monitor the fall protection plan for the duration of Contract. The Contractor shall also take such steps to ensure the continued adherence to the fall protection plan.

6.3 The fall protection plan shall include:-

- (a) A Risk Assessment of all work carried out from an elevated position;
- (b) the procedures and methods to address all the identified risks per location;
- (c) the evaluation of the employees physical and psychological fitness necessary to work at elevated positions;
- (d) the training of employees working from elevated positions; and
- (e) the procedure addressing the inspection, testing and maintenance of all fall protection equipment.

7. Hazards and Potential Hazardous Situations

The Contractor and the Technical Officer shall immediately notify one another of any hazardous or potentially hazardous situations which may arise during performance of the Contract by the Contractor or any subcontractor and, in particular, of such hazards as may be caused by the design, execution and/or location and any other aspect pertaining to the contract work.

8. Health and Safety File

8.1 The Contractor shall ensure that a health and safety file is opened and kept on site and shall include all documentation required as per the Act and applicable regulations, and made available to an inspector, the Technical Officer, or subcontractor upon request.

8.2 The Contractor shall ensure that a copy of the both his Health and Safety Plan as well as any subcontractor's Health and Safety Plan is available on request to an employee, inspector, contractor or the Technical Officer.

8.3 The Contractor shall hand over a consolidated health and safety file to the Technical Officer upon completion of the Construction Work and shall in addition to documentation mentioned in the Act and applicable Regulations include a record of all drawings, designs, materials used and other similar information concerning the completed structure.



ANNEXURE 1

OCCUPATIONAL HEALTH AND SAFETY ACT,
1993

Regulation 3(1) of the Construction Regulations
NOTIFICATION OF CONSTRUCTION WORK

-
-
- 1(a) Name and postal address of principal contractor:

- (b) Name and tel. no of principal contractor's contact person:

2. Principal contractor's compensation registration number: _____
- 3.(a) Name and postal address of client: **PRODUCTION MANAGER, PROPERTY TECHNICAL**
JOHANNESBURG
- (b) Name and tel no of client's contact person or agent:
P. NEL Mobile: 083 576 4162
- 4.(a) Name and postal address of designer(s) for the project:

- (b) Name and tel. no of designer(s) contact person:

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6(1).

6. Name/s of principal contractor's construction sub-ordinate supervisors on site appointed in terms of regulation 6(2). _____
7. Exact physical address of the construction site or site office:

8. Nature of the construction work:

9. Expected commencement date: _____
10. Expected completion date: _____



11. Estimated maximum number of persons on the construction site: _____

12. Planned number of contractors on the construction site accountable to the principle contractor:

13. Name(s) of contractors already chosen.

Principal Contractor _____ **Date**

Client _____
Date

- * THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.
- * **ALL PRINCIPAL CONTRACTORS** THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

PRIEVIEW COPY ONLY



ANNEXURE 2

(COMPANY LETTER HEAD)

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) :

SECTION/REGULATION: _____

REQUIRED COMPETENCY: _____

In _____ terms _____ of _____ I, _____

representing the Employer) do hereby appoint _____

As the Competent Person on the REPAIRS AND REMOVE PARKHOMES LEEUHOF TRANSNET FREIGHT RAIL FOR TWO MONTHS premises at _____

(physical address) to assist in compliance with the Act and the applicable Regulations.

Your designated area/s is/are as follows: -

REPAIRS AND REMOVE PARKHOMES LEEUHOF FOR TRANSNET FREIGHT RAIL FOR TWO MONTHS

Date: _____

Signature: - _____

Designation: - _____

ACCEPTANCE OF DESIGNATION

I, _____ do hereby accept this Designation and acknowledge that I understand the requirements of this appointment.

Date: _____

Signature: - _____

Designation: - _____



ANNEXURE 3

(COMPANY LETTER HEAD)

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993):

DECLARATION

In terms of the above _____ am personally assuming the
Act I, _____ duties
and obligations as Chief Executive Officer, defined in Section 1 of the Act and in terms of
Section 16(1), I will, as far as is reasonably practicable, ensure that the duties and obligations
of the Employer as contemplated in the above Act are properly discharged.

Signature: - _____

Date: _____

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TENDER ENQUIRY/CONTRACT DOCUMENT (PETTY CONTRACT)

Quotation/Contract No. **HOAC/LHF/5742**

Particulars of Contract Work: **REPAIRS AND REMOVE PARKHOMES LEEUHOF FOR TRANSNET FREIGHT RAIL FOR THE PERIOD OF TWO MONTHS**

PARTICULARS OF TENDER:

1. I/WE: _____
of: _____
(Name of company, partnership or firm)
Full Address: _____

Fax No.: () _____

Tel No.: () _____

Carrying on business under the style or title of: _____

represented by: _____

in *my/his capacity as: _____

Being duly authorized thereto by a *Resolution of the Board of Directors/Certificate of Partners, dated a certified copy of which is annexed hereto, hereby offer to undertake and complete the above-mentioned work, in accordance with the terms and conditions set out below and at

* A sum to be ascertained from the quantities of work carried out at the rates and/or prices shown in the Schedule of Quantities and Prices attached hereto, amounting to approximately

OR

* A lump sum in the amount of RN/A _____ (Excluding VAT).
(* Delete which is inapplicable).

2. The terms of this tender and those set forth in the accompanying letter(s), reference **HOAC/LHF/5742** dated **14 October 2009** (if any) and the acceptance thereof by Transnet shall constitute a binding contract between me/us and Transnet Limited.

3. The terms and conditions set out in the documents as indicated in the Schedule of documents annexed hereto are incorporated in this tender:

The documents as indicated in the Schedule of documents are to be taken as complementary to each other. In the event of any conflict between any of these documents and any letter(s) accompanying the tender, such tender letter(s) shall prevail. In the event of any conflict between the Project Specification and any other documents listed above, the Project Specification shall prevail.

4. * The Work shall be completed within N/A days / weeks / months from the date of written notification to me/us of the acceptance of this tender. (Tenderer to state completion period. Tenderers who offer earliest completion period may be a deciding factor when tenders are adjudicated)

* The Work shall commence on **1 December 2009** and be completed on or before **30 December 2009**
TWO MONTHS
(* Delete which is not applicable)



The contract shall commence on the date on which the Tenderer has been notified of the acceptance of his tender, either per facsimile transmission, when the receipt transmitted by his facsimile machine shall be regarded as proof of notification, or by telegram and/or letter in which case the date of the sending and/or posting thereof shall be regarded as the date of notification, and the office of the South African Post Office Limited and/or Telkom SA Limited will be regarded as the agent of the Tenderer for receiving the notification.

- 5. A penalty for late completion of R 100-00 per calendar day will be payable in terms of clause 4 of the General Conditions of Contract (Petty Contract).
- 6. Payment will be made within 30 days after certification of the Certificate of Completion by Transnet's supervisor.
- 7. Quotations shall hold good for a period of 60 days after the closing date for tender submissions. Transnet does not bind itself to place an order on the lowest or any quotation, and reserves the right to accept the whole or any part of a quotation.
- 8. Tenders in sealed envelopes, clearly endorsed: **RFQ :HOAC/LHF/5742**

addressed to Inyanda House 1, No.21 Wellington Road, Parktown

should reach that officer not later than **10:00 on 17 November 2009.**

Tenders can also be delivered by hand to the Secretariat Inyanda House 1, No. 21 Wellington Road, Parktown, Johannesburg and must be deposited in the tender box before 10:00 on the above-mentioned date.

NOTE: Late quotations will not be considered.

- 9. **Further information with regard to this enquiry is obtainable as follows: -**

Technical: Mr. P. NEL _____, telephone **(083 576 4162)**
Commercial: Ms Esther Tyam _____, telephone **(011) 773 8557**

Tenderers may at any time communicate with the above-mentioned persons on matters relating to this enquiry.

- 10. Tenderers shall complete the annexure hereto and certify it as correct.

Signed by _____ on
 behalf of _____ at _____
 on this _____ day of _____ 20____
 in _____
 the presence of the undersigned witnesses.

TENDERER

(S)
WITNESSES:

- 1. _____ *Identity No.* _____
- 2. _____ *Identity No.* _____



PARTICULARS OF ACCEPTANCE OF TENDER:

I **MICHAEL LATSKY** , being the designated manager and duly authorised representative of Transnet Limited accept, on behalf of Transnet Limited, the tender of _____ for the **REPAIRS AND REMOVE PARKHOMES FOR TRANSNET FREIGHT RAIL FOR TWO MONTHS**

to be completed in accordance with the terms and conditions in the Particulars of Tender set out hereinbefore.

Signed at **JOHANNESBURG** on this _____ day of _____ 2009, in the presence of the undersigned witnesses.

DESIGNATION: _____
P.p. TRANSNET LIMITED

AS WITNESSES:

1. _____ Identity No. _____
2. _____ Identity No. _____

CERTIFICATE OF COMPLETION

Certified that the above work was satisfactorily completed on _____ 20_____ and

- * that all surplus material has been returned to Transnet and duly accounted for
- * that all material requisitioned for and supplied has been used for the Work.

(* Delete portion not required)

TRANSNET SUPERVISOR

Final payment authorised

TRANSNET MANAGER

DATE: _____ 20_____

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GENERAL CONDITIONS OF CONTRACT (PETTY CONTRACT)

1. The Contractor shall carry out the work in accordance with the attached Contract Specifications and in a thorough and workmanlike manner. The final acceptance of the work rests with Transnet's designated manager.
2. The Contractor shall supply all necessary labour, tools, equipment and material.
3. Should Transnet provide or make available any material and/or equipment, the Contractor shall be responsible for the correct and economical transport, storage and usage thereof. The cost of any loss or damage to Transnet equipment other than through normal wear and tear, and any uneconomical usage or loss of material provided by Transnet, will be recovered from the Contractor.
4. Should the Contractor fail to complete the work by the date or within the period stipulated in this agreement or by such extended date as may be allowed by Transnet in terms of clause 8, he shall pay to Transnet as penalties in terms of the Conventional Penalties Act of 1962 (as amended) the amount stated in the Tender Enquiry/Contract Document for each day or part thereof during which the work remains uncompleted.

Application for relief from the obligation to pay a penalty will only be considered by Transnet if the Contractor can prove to the reasonable satisfaction of Transnet that the penalty is out of proportion to the prejudice suffered by Transnet by reason of the act or omission in respect of which the penalty was stipulated.

5. No transport concessions will be allowed.
6. The obligation to take care of and protect the contract work and everything connected therewith shall rest solely with the Contractor who shall take all necessary precautions to protect the public, the property of the public, and the property and personnel of Transnet and all other persons from damage or injury, and to protect adjoining properties from trespass or damage during the progress of the work.

The risk of physical loss of or damage to the contract work, temporary works, materials and equipment to be incorporated into the works shall be borne by the Contractor and he shall arrange such insurances as may be necessary for the protection thereof.

Transnet will, in the case where a risk of legal liability for accidental death of or injury to third party persons and/or accidental loss of or damage to third party property may arise out of the carrying out of the contract work, arrange for such public liability insurance in the joint names of Transnet and the Contractor as is deemed necessary by Transnet.

The Contractor shall be responsible for obtaining insurance against loss of or damage to his own machinery tools, equipment, materials and site establishment and any consequential financial losses arising from such damage. The Contractor shall likewise arrange his own insurances in respect of motor vehicle liability and common law liabilities of the Contractor as an employer.

- 7.a) The Contractor shall comply with the Occupational Injuries and Diseases Act. (Act 130 of 1993) and any amendment thereof.
- 7.b) *
 - (i) The Contractor shall observe and comply with the provisions of the Explosives Act. No. 26 of 1956 and any amendment thereof and with any regulations framed hereunder.
 - (ii) Blasting in the vicinity of open lines will be permitted only during intervals between trains. It will be controlled by a person appointed by Transnet, who will be in telephonic communication with the nearest station and whose instructions the Contractor shall carry out implicitly. The Contractor shall have labour available to clear any stones or debris deposited on the track by blasting and to repair any damage to the track immediately after occurrence thereof.

(* **Delete if not applicable.**)

- 7.c) The Contractor shall comply with the Occupational Health and Safety Act (Act No. 85 of 1993). The Contractor is, in terms of section 37(2) of Act 85 of 1993 deemed to be an employer in his own right with duties as prescribed in the said Act and agrees to ensure that all work will be performed or machinery and plant used in accordance with the provisions of the Act in respect of all persons in his employ, other persons on the premises or the site or place of the works or on the works to be executed by him and under his control in terms of the contract. The agreements in this contract and all documents attached or referred to, form an integral part of the arrangements and procedures mentioned in the aforementioned section.
- 7.d) The Contractor also undertakes to comply with any safety requirements of Transnet, as adopted from time to time, and instructed by the relevant project leader.
- 7.e) The Contractor shall at his own costs comply with the provisions of all such laws, Provincial Ordinances, Local Authority Bylaws and all relevant Regulations framed there under which are applicable to the work to be undertaken.



8. If the Contractor suffers delay or incurs extra expense as the result of delay on the part of Transnet in supplying such materials as are to be provided by it, or from any other cause, the Contractor shall inform Transnet within 48 hours of the commencement of the delay, and may, within 14 days after such delay has ended, apply in writing to Transnet for extra time and/or extra payment and Transnet shall after investigation grant such extension of time and/or authorise payment of such sum as is considered reasonably adequate to cover the delay or to compensate for the extra direct expense suffered by the Contractor. Transnet will grant such extension of time and/or authorise the payment of such sum, as it considers adequate to cover the delay suffered or to compensate the Contractor.
9. The Contractor shall not assign his obligations under the contract, nor sublet the contract work or any part thereof without the consent of the Manager. Breach of this condition will entitle Transnet to cancel the contract forthwith.
10. Any amount certified by the Manager as being recoverable from the Contractor in terms of any of the preceding clauses may, without prejudice to any other legal rights which Transnet may have, be deducted from any moneys due to the Contractor by Transnet whether under this contract or from any source whatsoever.
11. On completion of the work, the Contractor shall inform the Manager who will arrange a final inspection. If the work has been completed to his satisfaction, the Manager will issue a Certification of Completion and arrange payment of all moneys due to the Contractor by Transnet.

Except where expressly agreed to the contrary with Transnet, the Contractor requests and authorises Transnet to send any amount due to him by registered post to his known postal address or any other address requested in writing by the Contractor. The Contractor declares that the SA Post Office Limited acts as his representative and that the risk that such payment does not reach him after it has been sent by post lies totally with the Contractor.
12. Transnet may order alterations, extras, additions to or omissions from the works. The Contractor shall carry out or give effect to such orders from Transnet. The rates for such work shall be agreed between the Contractor and Transnet and where possible rates quoted in the schedule of work and prices shall form the basis, as far as may be reasonable, of such agreement.
13. If a dispute of any kind arises between the Contractor and any member of Transnet personnel in connection with the contract, the matter shall be referred to the designated Manager. The Manager shall decide the dispute and advise the Contractor accordingly.

The Manager's decision shall be final and binding upon the parties unless the Contractor has, within 14 days of the date thereof, notified Transnet in writing of his dispute of the decision, in which case the matter shall be referred to arbitration.

Such arbitration shall be by a single arbitrator who shall be selected by agreement between the parties or, failing such agreement, nominated on application of either party by the Chairperson for the time being of the Association of Arbitrators of South Africa.

The Arbitrator shall have unfettered discretion and jurisdiction to decide the procedure of the arbitration and the matter in dispute and his award shall be final and binding on the parties hereto.

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PETTY CONTRACT
RFQ : HOAC/LHF/5742

SCHEDULE OF WORK AND PRICES				
	Quantity	Unit	Price	Amount
1) Load 12x3m parkhome at Fochville station and transport to own workshop or factory. After upgrading load and transport and place parkhome to Leeuhof Marshalling yard.	1	Job		
2)Remove existing windows at back of parkhome for scrap windows sizes 1,20m wide x 1,0m high. Provide and fit new windows at back of parkhome. Size of the windows 0,30m high x1,20m wide to be placed 100mm from ceiling height. Repair exterior cladding to match existing.	5	Ea		
3)Remove existing doors 2 each for scrap and provide new door at centre front of parkhome. Repairs exterior cladding to match existing.	1	Job		
4)Remove existing partition for scrap in interior of parkhome 1/3,01 x2,40m high + 2/1,96 x2,40 high	1	Job		
5)Remove existing interior wall paneling and replace with new wood panellite paneling complete.	1	Job		
6)Remove existing floor covering and replace with novelon floor sheeting	1	Job		
7)Seal roof completely and paint 2 coats Dulux Roof Guard Grecian grey	1	Job		
8)Paint ceiling 2 coats 1 coat universal white under coat and 1 coat Dulux Dura PVA white.	1	Job		
9)Spray paint exterior of parkhome same colour as existing completely	1	Job		
10)Provide asset number to above door entrance 75mm black letters 02ML678L + 02ML681L	1	Job		
11)Provide and fit new way distribution board complete with 30ampp main circuit breaker (no overload protection + leakage + 10amp circuit breaker for lights + 20 amp circuit breaker for plugs	1	Job		
12)Provide and fit new light switch near door	1	Ea		
13)Provide and fit new energy saving bulkhead lights (PL or 2D)	8	Ea		
14) Re-wire completely	1	Job		
15) Leave site clean and neat	1			

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