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(Registration No.1990/000900/06)

Registered Address

Nzasm Building  
 Corner of Paul Kruger & Minnaar street or: Private Bag X34  
 PRETORIA PRETORIA  
 0002 0001

Trading as: **FREIGHT RAIL**  
 Address: **Supply Chain Services**  
**Eastern Region**  
**Private Bag X34**  
**Pretoria**  
**South Africa**  
**0001**

**or** **Room 210, Nzasm Building**  
**Corner of Paul Kruger & Minnaar Street**  
**Pretoria**

Tel. No.: **012 315 2131**  
 Fax. No.: **012 315 2138**

**TENDER ENQUIRY/CONTRACT DOCUMENT (PETTY CONTRACT)**

Tender/Contract No. KDS80B6288

Particulars of Contract Work: ERECTION OF CONCRETE FENCING, PYRAMID

**PARTICULARS OF TENDER:**

1. I/WE: \_\_\_\_\_

of: \_\_\_\_\_  
(Name of company, partnership or firm)

Full Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fax No.: ( ) \_\_\_\_\_

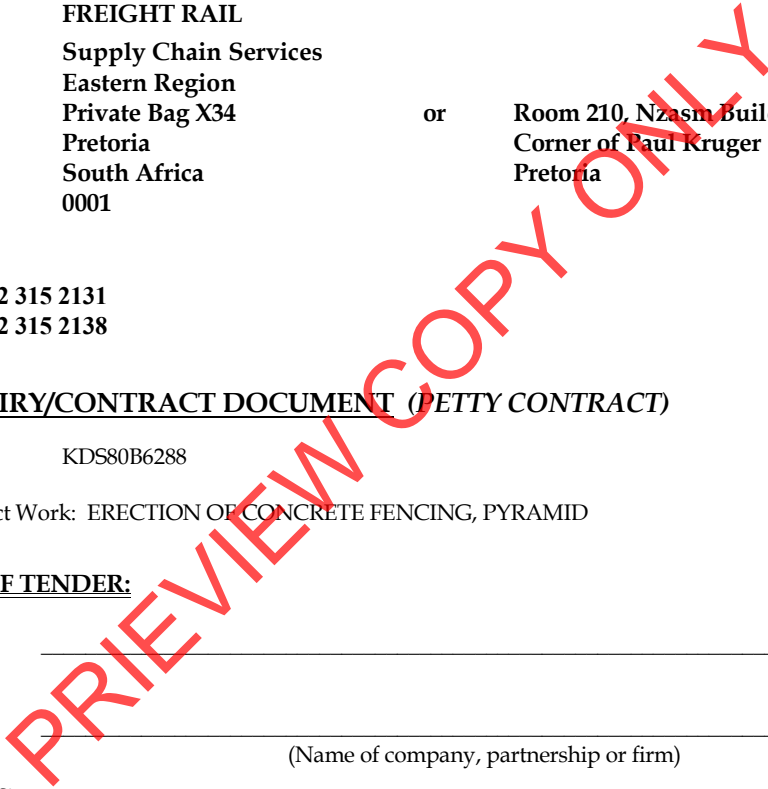
Tel No.: ( ) \_\_\_\_\_

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

R \_\_\_\_\_ (Excluding VAT)

OR

\* A lump sum in the amount of R \_\_\_\_\_ (Excluding VAT).

(\* *Delete which is inapplicable*).

2. The terms of this tender and those set forth in the accompanying letter(s), reference \_\_\_\_\_ dated (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 \_\_\_\_ 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 \_\_\_\_\_ and be completed on or before \_\_\_\_\_  
(\* *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 R2000, 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 90 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: **TENDER ENQUIRY NO. KDS80B6288**

Addressed to: Chairman, Transnet Freight Rail Acquisition Council, P O Box 4244, Johannesburg, 2000 should reach that officer not later than 10:00 on 04 August 2009

Tenders can also be delivered by hand to Chairperson, Transnet Freight Rail Council, Ground Floor, Inyanda House, 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: -

**Contact person** Me. A Scholtz, **Telephone** 012 315 2131

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.* \_\_\_\_\_

**PREVIEW COPY ONLY**

**PARTICULARS OF ACCEPTANCE OF TENDER :**

I \_\_\_\_\_, being the designated manager and duly authorised representative of Transnet

Limited accept, on behalf of Transnet Limited, the tender of \_\_\_\_\_ for the \_\_\_\_\_

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

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ in the presence of the undersigned witnesses.

\_\_\_\_\_  
DESIGNATION: \_\_\_\_\_  
p.p. TRANSNET LIMITED

**AS WITNESSES :**

- 1. \_\_\_\_\_ Identity No. \_\_\_\_\_
- 2. \_\_\_\_\_ Identity No. \_\_\_\_\_

PREVIEW COPY ONLY

**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 thereunder.
  - (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 thereunder 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 authorize 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 authorize 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 authorizes 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.