REQUEST FOR QUOTATIONS – SCOPE OF WORK
SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF ONE (1) 36 000 BTU AIR CONDITIONING UNIT AT TRANSNET PIPELINES WALTLOO DEPOT ADMIN RECEPTION ON A ONCE-OFF BASIS
TPL/2026/11/0002/115241/RFQ

Dear Bidder,

SBD 1 FORM

PART A - INVITATION TO BID

ARE HEREBY INVITED TO BID FOR REQUIREMENTS SUPPLY AND DELIVERY OF SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF A 36 000 BTU AIR CONDITIONING UNIT AT TRANSNET PIPELINES WALTLOO DEPOT ADMIN RECEPTION ON A ONCE-OFF BASIS							
BID NUMBER:	**TPL/2026/11/0002/115241/RFQ**	ISSUE DATE:	**18/11/2026**	CLOSING DATE:	**23/11/2026**	CLOSING TIME:	**16:00 PM**
DESCRIPTION	**SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF ONE (1) 36 000 BTU AIR CONDITIONING UNIT AT TRANSNET PIPELINES WALTLOO DEPOT ADMIN RECEPTION ON A ONCE-OFF BASIS**						

BID RESPONSE DOCUMENTS SUBMISSION

Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.

RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER/RFQ SELECTED.

The Transnet e-Tender Submission Portal can be accessed as follows:

- Log on to the Transnet eTenders management platform website/Portal (transnetetenders.azurewebsites.net) (please use **Google Chrome**
  to access Transnet link/site free of charge);
- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- No late submissions will be accepted. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net

a) Each company must register its profile using its company details and use the corresponding registered profile to log and intent to bid as well as submitting any bid.

b) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company.

c) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.

Note to the bidders:

Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.

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TPL/2026/11/0002/115241/RFQ

BIDDIG PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Lakheni Sakwe**	CONTACT PERSON	**Lakheni Sakwe**
TELEPHONE NUMBER	**031 361 1361**	TELEPHONE NUMBER	**031 361 1361**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	**Lakheni.Sakwe@transnet.net**	E-MAIL ADDRESS	**Lakhen.Sakwe@transnet.net**

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	.....	**OR** CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: ..... MAAA: .....
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]

1.ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	**2.**ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER QUESTIONAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS
1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....
(Proof of authority must be submitted e.g. company resolution)

DATE:_____

1. EVALUATION: B-BBEE AND PRICE

The following will be considered in the evaluation:

EVALUATION CRITERIA
▪ Price (**80**)
▪ B-BBEE (**20**)

1.1. Pricing schedule:

Transnet Pipelines invites you to supply, delivery, installation, testing and commissioning of one (1) 36 000 BTU air conditioning unit at the Administration Reception area of the Transnet Pipelines Waltloo Depot, Pretoria, on a once-off basis. as per the Scope of Work below.

Item	Description	Unit	Qty	Unit Rate (R)	Total Price (R)
1	**Supply and delivery of 36,000 BTU SABS-approved Air Conditioning Unit**	**EA**	**1**	**R**	**R**
2	**Testing, commissioning and handover**	**Lot**	**1**	**R**	**R**
3	**Compliance Safety File**	**Lot**	**1**	**R**	**R**
				TOTAL PRICE EXCL. VAT	**R**
				VAT (15%)	**R**
				TOTAL PRICE INCL. VAT	**R**

Delivery lead time: _____ Business Days from receipt of official Purchase Order.

NB:- for fair price comparison, bidders must indicate whether they are VAT registered.

1.2. SPECIFIC GOALS:

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a bidder who provides the relevant required evidence for claiming points

Specific Goals	Number of points allocated (80/20)
B-BBEE Level of contributor (1 or 2)	20
Non-Compliant contributor (3-8)	0

1.3. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, preference points must be awarded to a bidder for providing evidence in accordance with the table below:

Specific Goals	Acceptable Evidence
B-BBEE level of contributor	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

2. NB: Please note that the following documentation are to be submitted together with the quotation

2.1. Mandatory Returnable documents:

2.1.1. **Fully Completed Pricing Schedule.**

The bidder must quote for all items listed in the Pricing Schedule and complete the Pricing Schedule in full. Failure to price all items or to fully complete the Pricing Schedule shall render the bid **non-responsive** and subject to **disqualification.**

2.1.2. **CIDB Registration**

The bidder must be registered with the **Construction Industry Development Board (CIDB)** and be graded at least **1ME (Mechanical Engineering Works)** or a **higher** ME grading.

2.1.3. **Valid CIDB Certificate**

A current and valid CIDB certificate must be attached, showing a grading designation of **1ME** or **higher** in the **Mechanical Engineering Works (ME)** class.

Failure to submit the above stated documents will result in your quotation been disqualified.

2.2. Essential Returnable documents:

2.2.1. SBD1 Form
2.2.2. RFQ Declaration and Breach of Law Form
2.2.3. Protection of Personal Information
2.2.4. Valid Tax Pin
2.2.5. Proof of CSD Registration

Failure to submit the above stated documents may result in your quotation been disqualified.

2.3. Returnable documents used for scoring:

2.3.1. Valid proof of Respondent's compliance to the Specific Goals evidence requirements

Failure to submit the above stated documents will result in you scoring zero (0) points for the particular specific Goals.

Kindly note that if your company is interested in submitting a quotation then a response has to be submitted on or before **23 November 2026** at **16:00 PM**

LATE TENDERS WILL BE DISQUALIFIED.

Validity Period

Transnet requires a validity period of **180 [one hundred and eighty]** Business Days (from the closing date of this RFQ, excluding the first day and including the last day. Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.

3. DISCLAIMERS

Please note that **Transnet reserves the right to:**

a) modify the RFQ's Goods and request Respondents to re-bid on any such changes;
b) reject any Proposal which does not conform to instructions and specifications which are detailed herein;
c) disqualify Proposals submitted after the stated submission deadline [closing date];
d) award a contract in connection with this Proposal at any time after the RFQ's closing date;
e) award a contract for only a portion of the proposed Goods which are reflected in the scope of this RFQ;
f) split the award of the contract between more than one Supplier, should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
g) cancel the bid process;
h) validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
i) request audited financial statements or other documentation for the purposes of a due diligence exercise;
j) not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it;
k) to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
l) to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods at their quoted price, even after they have been issued with a Letter of Regret.

Note that Transnet will not reimburse any Respondent for any preparatory costs or other work performed in connection with its Proposal, whether or not the Respondent is awarded a contract.

All clarifications prior to closing should be submitted onto the system or be to be directed to **Lakheni Sakwe** via email: **Lakheni.Sakwe@transnet.net** .

4. DISCLOSURE OF CONTRACT INFORMATION

Johannesburg Stock Exchange Debt Listing Requirements

Transnet may also be required to disclose information relating to the subsequent contract i.e. the name of the company, goods/services provided by the company, the value and duration of the contract, etc. in compliance with the Johannesburg Stock Exchange (JSE) Debt Listing Requirements.

Domestic Prominent Influential Persons (DPIP) OR Foreign Prominent Public Officials (FPPO)

Transnet is free to procure the services of any person within or outside the Republic of South Africa in accordance with applicable legislation. Transnet shall not conduct or conclude business transactions, with any Respondents without having:

- Considered relevant governance protocols;
- Determined the DPIP or FPPO status of that counterparty; and
- Conducted a risk assessment and due diligence to assess the potential risks that may be posed by the business relationship.

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP, Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.

Is the Respondent
(Complete with a "Yes" or "No")

A DPIP/FPPO		**Closely Related to a DPIP/FPPO**		**Closely Associated to a DPIP/FPPO**	

List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.

No	**Name of Entity / Business**	**Role in the Entity / Business** (Nature of interest/ Participation)	**Shareholding %**	**Registration Number**	**Status** (Mark the applicable option with an X)	
					Active	**Non-Active**
1						
2						
3						

Respondents declaring a commercial relationship with a DPIP or FPPO are to note that Transnet is required to annually publish on its website a list of all business contracts entered into with DPIP or FPPO. This list will include successful Respondents, if applicable.

RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. We have received all information we deemed necessary for the completion of this Request for Quotation [**RFQ**];
3. We have been provided with sufficient access to the existing Transnet facilities/sites and all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and have had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. At no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
5. We have complied with all obligations of the Bidder/Supplier as indicated in the Transnet Supplier Integrity Pact which includes but are not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with Transnet;
6. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner;
7. We declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of Transnet including any person who may be involved in the evaluation and/or adjudication of this Bid;
8. We declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the Transnet;
9. In addition, we declare that an owner / member / director / partner / shareholder/employee of our entity **has / has not been** [delete as applicable] a former employee or board member of Transnet in the past 10 years. I further declare that if they were a former employee or board member of Transnet in the past 10 years that they **were/were not** involved in the bid preparation or had access to the information related to this RFQ; and
10. If such a relationship as indicated in paragraph 7, 8 and/or 9 exists, the Respondent is to complete the following section:

    FULL NAME OF OWNER/MEMBER/DIRECTOR/
    PARTNER/SHAREHOLDER/EMPLOYEE:_____
    ADDRESS:_____

    _____

    Indicate nature of relationship with Transnet:
    _____
    _____

[Failure to furnish complete and accurate information in this regard will lead to the disqualification of a response and may preclude a Respondent from doing future business with Transnet]. Information provided in the declarations may be used by Transnet and/or its affiliates to verify the correctness of the information provided]

11. We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet [other than any existing and appropriate business relationship with Transnet] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

BIDDER'S DISCLOSURE (SBD4)

12 PURPOSE OF THE FORM

12.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

12.2 Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

13 Bidder's declaration

13.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[1] in the enterprise, employed by the state? **YES/NO**

13.1.1. If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

[1] the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

13.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

13.2.1. If so, furnish particulars:
.....
.....

13.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

13.3.1. If so, furnish particulars:
.....

.....

14 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

14.1 I have read and I understand the contents of this disclosure;

14.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

14.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[2] will not be construed as collusive bidding.

14.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

14.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

14.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

[2] Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

14.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 12, 13 and 14 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

BREACH OF LAW

We further hereby certify that *I/we* ***have/have not been*** [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

Where found guilty of such a serious breach, please disclose:

NATURE OF BREACH:

_____

DATE OF BREACH: _____

Furthermore, I/we acknowledge that Transnet SOC Ltd reserves the right to exclude any Respondent from the bidding process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

SIGNED at _____ on this _____ day of _____ 20___

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC _____
Place:	Registration Name of Company/CC _____

PROTECTION OF PERSONAL INFORMATION

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013.("POPIA"):

   consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.

2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

   Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.

3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFQ, the Responsible party is "Transnet" and the Data subject is the "Respondent". Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.

4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFQ and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.

5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.

6. Transnet further agrees that in submitting any information or documentation requested in this RFQ, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.

7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.

8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFQ (physically, through a computer or any other form of electronic communication).

9. Transnet shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all

necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.

10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.

11. In submitting any information or documentation requested in this RFQ, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFQ and further confirming that they are aware of their rights in terms of Section 5 of POPIA

Respondents are required to provide consent below:

YES		**NO**	

12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.

13. The Respondent declares that the personal information submitted for the purpose of this RFQ is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: _____

Should a Respondent have any complaints or objections to processing of its personal information, by Transnet, the Respondent can submit a complaint to the Information Regulator on https://www.justice.gov.za/inforeg/, click on contact us, click on complaints.IR@justice.gov.za

TRANSNET

Annexure A

Scope of Works

Document Title:
SCOPE OF SERVICE

Project Title:
SUPPLY, DELIVER AND INSTALL AIRCON 36BTU AT TRANSNET PIPELINES, WALTLOO DEPOT ADMIN RECEPTION

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1. GENERAL

1.1 SCOPE OF WORKS

Provide all labour, materials, equipment, tools, and supervision necessary for the Supply, delivery and Install new Air conditioning Systems 36BTU at Transnet Pipelines Admin Reception Building, 274 Alwyn Street (Waltloo Depot) © Transnet SOC Ltd.

1.2 ABBREVIATIONS & DEFINITIONS

1.2.1 Definition, Interpretation and General Provisions as stipulated within the NEC-3 Engineering and Construction Contract set of documents shall apply to this specification in its entirety.

1.3 GENERAL NOTES

1.3.1 All WORK as described in this specification represents works on existing facilities that will be in operation during the course of the Contract and that all necessary precautions are taken to ensure that normal pipeline operation is not disrupted in any way. CONTRACTORS are thus required to note that access to the sites will be limited and dependent on operational constraints. CONTRACTORS will therefore be required to co-operate responsibly with operational staff, and to schedule their work programmes to achieve as early a completion of the project as possible where applicable.

1.3.2 CONTRACTORS are to note that WORK shutdown periods shall be scheduled according to Transnet Pipelines Operational constraints and may fall over weekends/public holidays. Transnet Pipelines will not be held responsible, in terms of cost, for any site delay that may arise from petroleum line operations enforced by Transnet Pipelines.

1.3.3 The CONTRACTOR shall supply adequate and competent labour, supervision, tools, equipment, services, testing devices for each item necessary to complete the WORK. Transnet Pipelines reserves the right to terminate the contract at any point if it is found that the CONTRACTOR'S performance, supervision, tools, equipment, services, testing devices and material do not comply with specified requirements. The CONTRACTOR will only be allowed to claim for WORK completed to the specified acceptable standard.

1.3.4 CONTRACTORS are to note that the responsibility for the Selection, Design, Supply, Installation and Commissioning of all elements of Equipment, Hardware and Software as included in the TENDERERS offer shall remain with the CONTRACTOR. In this regard, the CONTRACTOR is required to satisfy himself that all elements of the Equipment, Hardware and Software as offered are capable of complying with all Specifications as included in the Tender Documents. Failure to meet specification shall render the successful CONTRACTOR liable to rectify the problem at no cost to Transnet Pipelines.

1.3.5 Where specific makes of equipment, hardware and / or software have been listed in this specification and attached specifications as preferred, preference shall be given to CONTRACTORS offering such equipment.

1.3.6 The successful CONTRACTOR is to note that Transnet Pipelines reserves the right to free-issue certain items of equipment, hardware or software. Free issuing of these items, once accepted by the CONTRACTOR, in no way diminishes the CONTRACTOR responsibilities as detailed in the contract documentation. The CONTRACTOR shall conduct quality checks as to familiarize himself with the working condition and cosmetic appearance of the free issue items. Acceptance of free-issued equipment by the CONTRACTOR shall include the following:

- Acceptance of responsibility in terms any damages or losses from date / time of handover until end of installation / commissioning phase.
- Acceptance to be indicated in writing.

1.3.7 The successful CONTRACTOR is to note concerning WORKS on site, that responsibility for the protection of all existing equipment and services shall rest solely with the CONTRACTOR. The CONTRACTOR shall be required to bear all cost that may arise as result of damage which may have been caused to equipment or services or whichmay arise because of his operation on the respective sites.

1.3.8 The CONTRACTOR shall only utilize testing devices and measuring equipment that are certified and carry valid calibration certificate as issued by an approved calibration authority. Documentation reflecting the type, name and calibration certificate of the test equipment that will be utilized to complete the WORK, shall be submitted as part of the tender bid.

1.3.9 The CONTRACTOR shall submit the required Safety File for approval by Transnet Pipelines, before any works can commence. The content of the Safety File is dictated by the work undertaken but shall ensure full compliance to the relevant regulations.

1.3.10 The CONTRACTOR and his personnel / sub-contractors shall conduct the compulsory Transnet Pipelines induction training, before commencement of the WORK. Standing time allowance = 4 to 5 hours. The training can be conducted at any Transnet Pipelines facility.

1.3.11 The contractor shall only be allowed to submit claims on completion of all the specified works at Anton Lembede Street, as agreed with the TPL Property Manager.

1.4 NOTES TO TENDERERS

1.4.1 The TENDERER shall submit a FIXED PRICE for completion of all elements of the WORKS. With ref. to clause 1.4.2 – The successful CONTRACTOR shall only be allowed to claim for actual works completed. In the case were a price was submitted for a particular item e.g. replacement of a component, but onsite investigation proved no replacement is required; the CONTRACTOR shall not be allowed to claim for that particular item. It might therefore be possible to end with a lower Total contract value than the original Tender price.

1.4.2 The TENDERER shall supply a detailed breakdown of all costs to complete all the WORK as specified in this document. With reference to the attached price schedule, the TENDERER shall submit a price, per activity to complete the WORK, which shall include all travel, accommodation, labour, supervision, tools, equipment, services, testing devices and specified equipment (as applicable). TENDERER to note: with reference to clause
1.3.2 and above-mentioned labour cost, Transnet Pipelines will not entertain any additional claims for labour cost over weekends, public holidays or after hours labour. Any WORK not complying with specifications as contained herein and elsewhere in the contract document shall be redone at the CONTRACTORS own expense.

1.4.3 The TENDERER to note that for materials and parts not included in this document the TENDERER shall provide an installed price for these parts at cost plus a predetermined mark-up. This predetermined mark-up is to be supplied by the CONTRACTOR with a suppliers invoice before payment will be approved. If the TENDERER is an agent of a particular range of products, their price lists are to be included in the tender documentation. The TENDERER must note this is an installed price and must include travelling, accommodation, site installation, labour, materials and all equipment involved. Please note no further claims of any nature will be allowed and cost prices of items will be verified with suppliers before payment is approved.

1.4.4 The TENDERER shall supply day work rates for the various grade of staff required. These day work rates will only be applicable where the Property Manager gives written instruction for additional works and these or similar works have not been included in the tender document hereto and no material + predetermined mark-up is applicableas no material/parts are involved.

1.4.5 The TENDERER shall furnish proof of actual experience in the class of work for which they have tendered and must submit with the tender on the relevant form attached to the tender documents, a statement of works recently carried out. The list shall include the value of previous contracts, completion dates, contact names and telephone numbers.

1.4.6 TENDERER to note that incomplete tender documents will not be considered.

1.5 PROJECT TIME SCHEDULE

1.5.1 Programme To Be Furnished With Tender

The tender programme shall be in bar chart format with the horizontal axis in weeks. Contract award shall be designated week 0. The tender programme shall not be less than the design, procurement, manufacture, delivery to site, installation and commissioning periods for each piece of major equipment. All payment milestones shall be clearly marked.

1.5.2 Programme To Be Furnished After Contract Award

1.5.2.1 The order in which the Works are to be carried out shall be as directed by the Property Manager. Within fourteen (14) days after the acceptance of this Tender, the CONTRACTOR shall submit to the Property Manager for his/her approval a detailed critical path programme conforming to the Project Manager's requirements, showing the order of procedure and method in which he proposes to carry out the Works, and shall, whenever required by the Project Manager, furnish for his information, particulars of the CONTRACTOR's plan detailing the sequence in which he intends carrying out any of the Works. A method statement of how the works are to be constructed is also to be included. The programme shall also include dates by which information is to be supplied by the PROPERTY MANAGER. This programme, referred to as the Programme, shall be issued as a bar chart based on a detailed activity linked programme and be subdivided into operations of not more than one working week's duration. The programme shall be manloaded by crafts and craft mix ratio of skilled and unskilled. The CONTRACTOR shall submit to the Property Manager three copies of such programme. The submission to and approval by the Property Manager of such programme or the furnishing of such particulars shall not relieve the CONTRACTOR of any of his duties or responsibilities under the Contract.

1.5.2.2 This programme, when agreed by the CONTRACTOR and the Property Manager shall be signed by both parties and will be binding on the CONTRACTOR. Amendment to the programme can only be effected by agreement in writing between the CONTRACTOR and the Property Manager.

1.5.2.3 The programme shall be used to monitor progress. The programme shall remain in force but the resources to achieve the programme shall be updated at each progress meeting and the CONTRACTOR shall report progress to date and what steps shall be taken to ensure adherence to programme.

1.5.2.4 Should the successful CONTRACTOR at any time during the contract fall behind the approved programme then the Property Manager may require the successful CONTRACTOR to adjust his manner of working and/or employ additional staff at NO additional cost to Transnet Pipelines in order that the approved programme can be achieved.

1.6 REFERENCE DOCUMENTATION

1.6.1 The requirements of the materials, design, installation, commissioning, examination, inspection and testing of equipment and facilities on site shall be in accordance with the relevant sections of the below mentioned codes.

1.6.2 Where Government, Local authorities and other statutory body's regulations, laws and requirements are more stringent than those specified hereunder, the aforementioned regulations, laws and requirements shall take precedence.

1.6.3 Where no specific rules, regulations, codes or requirements are contained in this specification nor covered by the below mentioned codes, the CONTRACTOR shall, in consultation with Transnet Pipelines, adhere to internationally accepted engineering practices or original manufacturers specification.

1.6.4 For the purpose of understanding these Standards, the following abbreviations apply.

- SANS - South African National Standard
- BS - British Standards
- IEC - International Electrotechnical Commission
- BS - British Standards
- SAQCC - South African Qualification and Certification Committee
- TPL - Transnet Pipelines
- CFCs - Chlorofluorocarbons
- HCFCs - Hydrochlorofluorocarbons
- HFCs - Hydrofluorocarbons

1.6.5 **GENERAL:**

TITLE	SANS	IEC	BS	OTHER
Code of Practice for the Installation, Testing and Balancing of Air Conditioning Ductwork.	SANS 10173-2003			
Room air conditioners and heat pumps	SANS 1125-2004			
Refrigerating systems including plants associated with air conditioning systems.	SANS 10147-2009			
Fire dampers.	SANS 193-2013			
The wiring of premises Part 1: Low-voltage installations	SANS 10142-1			
Air-conditioning ductwork.	SANS 1238 - 2005			
Filters for air-conditioning and general ventilation	SANS 1424 - 2008			
Household and similar electrical appliances - Safety Part 2-104: Particular requirements for appliances to recover and/or recycle refrigerant from air conditioning and refrigeration equipment	SANS 60335-2-104 2003	IEC 60335-2-104		
Air conditioners, liquid chilling packages and heat pumps with electrically driven compressors for space heating and cooling Part 1: Terms and definitions	SANS 54511-1 2010			
Air conditioners, liquid chilling packages and heat pumps with electrically driven compressors for space heating and cooling Part 2: Test conditions	SANS 54511-2 2010			
Air conditioners, liquid chilling packages and heat pumps with electrically driven compressors for space heating and cooling Part 3: Test methods	SANS 54511-3 2010			
Air conditioners, liquid chilling packages and heat pumps with electrically driven compressors for space heating and cooling Part 4: Requirements	SANS 54511-4 2010			
Household and similar electrical appliances - Safety Part 2-40: Particular requirements for electrical heat pumps, air- conditioners and dehumidifiers	SANS 60335-2-40 2006	IEC 60335-2-40		
Part II-1965 The Petroleum Industry Part II: Electrical Code	SANS 10089			
The installation and Maintenance of Electrical Equipment used in explosive atmospheres.	SANS 10086			

1.7 SPECIFICATIONS

1.7.1 The latest revision of the following standard specifications, where applicable, shall be read in conjunction with this document and need to be noted by TENDERERS in order to signify familiarity and compliance with requirements. It is a requirement of this CONTRACT that all applicable clauses are complied with in the execution of the WORK.

- NEC 3 Engineering and Construction Contract
- PL727 Specification for Cable, Racking, Trenching & Earthing Reticulation
- PL711 Specification for Equipment Cabinets to house Electronic Equipment
- PL631 Specification for Low Voltage Distribution Boards and Switchgear
- PL101 Plant & equipment Tag numbering Standards
- PL102 Equipment, Instrument & Electrical Symbology Standard
- PL103 General Drawing Standards

Work Requirements

The Contractor shall:
- Isolate the electrical and water supply before commencing work.
- Drain and safely remove the existing air conditioning .
- Dispose of the old air conditioning and all waste material at an approved disposal facility.
- Supply and install a new SABS-approved air conditioning of the specified capacity.
- Replace all damaged or worn plumbing fittings, valves and pipe connections where required.
- Install a new drip tray (where applicable).
- Install or replace the pressure control valve, vacuum breakers, temperature and pressure relief valve, isolation valve and overflow pipe where necessary.
- Reconnect all hot and cold-water pipework.
- Reconnect the electrical supply using a qualified electrician.
- Ensure compliance with all applicable SANS standards.
- Fill, test and commission the new air conditioning .
- Repair and make good any damaged walls, ceilings or finishes resulting from the work.
- Clean the work area after completion.

Testing and Commissioning

The Contractor shall:
- Pressure-test all plumbing connections.
- Check for leaks.
- Verify thermostat operation.
- Verify correct electrical operation.
- Demonstrate satisfactory operation to the Property Manager.
- Submit a Certificate of Compliance (COC) where applicable.

1.7.2 The following standards also have reference

Remove all HVAC standards and replace with:

- SANS 10254 – Installation, Replacement and Repair of Fixed Electric Storage Water Heating Systems.
- SANS 10252-1 – Water Supply Installations for Buildings.
- SANS 10142-1 – The Wiring of Premises (Low Voltage Installations).
- Occupational Health and Safety Act 85 of 1993.
- Applicable municipal plumbing regulations.

2. GENERAL OPERATING CONDITIONS

2.1 CLIMATIC CONDITIONS

2.1.1 Unless otherwise specified, all control equipment, peripherals and auxiliary equipment shall be capable of operating in an uncontrolled environment, and at ambient temperatures, which vary between -5 degrees Celsius and 50 degrees Celsius.

2.1.2 TENDERERS must state the heat, power and environment requirements for all equipment offered in the tender.

2.1.3 TENDERERS must note that certain equipment will be installed in an open environment, exposed to the elements. It will be the responsibility of the successful TENDERER to ensure that the installed equipment is able to withstand any hostile environment.

2.1.4 The equipment must operate satisfactorily between sea level and 1800 metres above sea level.

2.1.5 The equipment must be capable of operating in a relative humidity range from 5% RH to 95% RH.

2.1.6 Severe heating occurs in certain areas in which the equipment will operate.

2.1.6.1 Suitable protection is to be provided for all incoming power supply lines as well as sensitive control equipment in order to prevent damage due to heating and power surges. TENDERERS are requested to include full particulars of heating and surge protection to be provided, in the tender.

2.1.6.2 Transnet Pipelines will not regard damage to equipment resulting from a heating strike or a power surge as unavoidable except where such a strike is a "direct strike".

2.1.7 There is a presence of electrical and RF noise circuits, therefore, systems are to be designed to prevent interference from this noise.

2.2 SITE CONDITIONS

2.2.1 SITE SAFETY to be strictly administered at all times.

2.2.2 Site Facilities

2.2.2.1 A Storage area will not be available to the contractor on the site unless requested for a specific works.

2.2.2.2 The CONTRACTOR shall maintain this site in a neat and tidy condition to the satisfaction of the Property Manager.

2.2.2.3 The CONTRACTOR shall be responsible for the security of the WORKS until completion and hand over and shall make his own arrangements for security and the safekeeping of his property.

2.2.3 Ablutions

The CONTRACTOR shall supply all temporary ablution facilities for use on site by his staff.

2.2.4 Water

A connection for the supply of water for domestic and construction purposes will be made available to the CONTRACTOR.

2.2.5 Electricity

2.2.5.1 The electrical power supplied on site, for construction purposes, is as follows:

400 Volt A.C. / 40 Amp (three phase) and 230v 15 Amp.

2.2.5.2 There will be no charge for the use of this power supply, provided the Property Manager deems the usage reasonable.

2.2.5.3 Transnet Pipelines will not be responsible for any claims whatsoever brought about by any disruption or fluctuations in the supply of any such electric power supplied to the CONTRACTOR. During a power failure or substation isolation periods the CONTRACTOR will supply his own power by means of a portable alternator.

2.2.6 Telephones

The CONTRACTOR shall make his own arrangements for a telephone at his WORKS site for use during the construction period.

2.2.7 Existing Services

2.2.7.1 The CONTRACTOR shall quote a per-metre as per the costing schedule to excavate for re-locating of existing services should this become necessary.

2.2.7.2 Responsibility for the protection of existing services shall rest solely with the CONTRACTOR, and he shall bear all operational and capital replacement costs, which may arise as a result of any damage which he may cause to such services, or which may arise as a result of his operations.

2.2.7.3 As Waltloo Depot , an Administration building will be operational during the maintenance, repairs and installation phases, it is imperative that the CONTRACTOR always takes cognisance of the continued operation of the building.The CONTRACTOR shall be solely responsible for ensuring that he does not disrupt operations.

2.3 INSPECTION RIGHTS

Transnet Limited reserves the right to inspect, examine and test any machinery, equipment, materials or methods employed in expediting the works. Transnet shall utilise their own personnel, or employ a 3rd party to carry out the said inspections, examinations or tests. The Property Manager or his deputy must have access to the manufacturer's works at all times for the purpose of inspecting the work during manufacture.

2.4 HOURS OF WORK

Normal working hours are as follows: -Monday
to Friday: 07:00 to 16:00
These hours may however be extended, as required, by prior agreement with Transnet Pipelines.

2.5 SITE MEETINGS

The CONTRACTOR shall attend site meetings when convened by the Property Manager. Such meetings will be for the purpose of discussing progress, delays, materials, conditions and specifications, as well as the co-ordination of site activities. The Property Manager or a designated person will chair the meetings and minutes of the proceedings shall be circulated by the Property Manager

3. MAINTENANCE AND REPAIRS OF HEATING, VENTILATION and AIR-CONDITIONING (HVAC) SYSTEMS

3.1 MONTREAL PROTOCO

Tenders for equipment utilising chlorofluorocarbons (CFCs), hydrochlorofluorocarbons (HCFCs) or hydrofluorocarbons (HFCs), to be supplied and installed shall be within the constraints and schedules of the Montreal Protocol and the Copenhagen Agreement and such amendments thereto may be made by the international community.

Where tenders are submitted for equipment not complying with this Protocol it shall be clearly indicated, in writing, in the tender submission.

3.2 SITES TO BE MAINTAINED

This Scope of work is for the Supply, delivery and Install new Air conditioning Systems at Transnet Pipelines Admin Reception Building, 274 Alwyn Street (Waltloo Depot) © Transnet SOC Ltd.

3.3 EQUIPMENT TO BE MAINTAINED

3.3.1 Refer to PART C – Scope of Work

3.4 MAINTENANCE AND SERVICING

3.4.1 The CONTRACTOR shall issue a certificate of conformance (COC) after completion of any gas installation, modification or alteration.

3.4.2 The Contractor shall provide all labour, supervision, materials, equipment, tools, transportation and be responsible for the maintenance and repairs of the specified HVAC equipment, as listed in the attached Annexures, for a period of 24 months. During this period, the Contractor shall maintain all HVAC plant and equipment in perfect operating condition.

3.4.3 The Contractor shall be entirely responsible for carrying out monthly inspections unless otherwise specified, and for full servicing of all components of the installation in accordance with the manufacturer's specifications. For this purpose, the Contractor shall prepare a detailed inspection and service report as detailed in clause 3.8 "Record Keeping", of this specification.

3.4.4 All parts installed and/or materials used are to be the exact duplicate, or an approved substitute of the original used and/or specified by the manufacturer of the equipment, and in every case, guaranteed as per manufacturer's specification(s).

3.4.5 The Contractor shall allow for all expendable materials necessary for servicing such as lubricating oils, grease, refrigerant, cleaning materials, V-Belts and replacement filters, when required.

3.4.6 Preventive Maintenance shall include the following:
Refer to PART C – Appendix A, Appendix B and Appendix C

3.4.7 The Contractor must complete cooling related items in the months of August and September; and heating related items in the months of March and April.

3.5 REPAIRS

3.5.1 If requested by the Property Manager or any other authorised representative, the Contractor shall investigate, provide detailed written report and estimated cost, submit to the Property Manager.

3.5.2 There shall be no fee charged for any such estimate and the estimate shall include all travelling, accommodation, labour and component cost.

3.5.3 If the Contractor finds upon examination of the assigned job that there are some components needs replacement or repairs, the Contractor shall provide detailed report, estimated costs, submit to TPL Property Manager.

3.6 EMERGENCY BREAKDOWN WORK

3.6.1 The Contractor shall provide an emergency breakdown call out service on request from the Client.

3.6.2 The contractor must be available on a 24-hour basis for any emergencies and shall provide a cellular telephone capable of reaching a service person, twenty-four (24) hours a day. Answering machines are not acceptable.

3.6.3 The Contractor shall report to site within Eight (8) hours of receiving an emergency breakdown call out.

3.6.4 The Contractor shall use his best endeavours, to rectify a breakdown or malfunction of the equipment and restore it to good working order in the shortest possible time.

3.6.5 If the work cannot be done during breakdown call out due to severe damage, the Contractor shall provide a written report specifying corrective action and cost estimate and submit to the TPL Property Manager.

3.7 GUARANTEE

3.7.1 All workmanship and components supplied shall be warranted for a period 12 months from date of installation. Upon receiving a warranty claim from Transnet Pipelines, the CONTRACTOR shall at its own cost and expense and without reimbursement by Transnet Pipelines promptly correct, repair or replace the faulty components or equipment. The CONTRACTORS warranty shall cover all costs (including, without limitation, those costs associated with parts, labour, technical support, travel, transportation, shipping and handling).

3.8 RECORD KEEPING

3.8.1 A report and job card of the Preventive Maintenance Inspection shall be submitted with the invoice. The report will include the unit location, equipment tag, type, inspection type; i.e. semi-annual, annual, the findings and action taken on each unit.

3.8.2 A report and quotation for repairs, where necessary, shall be submitted to the TPL Property Manager, immediately after such a defect has been identified.

3.8.3 The Contractor shall maintain a detailed plant logbook on site for each HVAC Unit, in which he shall record, sign and date all work carried out at each inspection. This logbook shall remain in the control panel of each HVAC / Chiller unit.

3.8.4 These logbooks and checklists shall include: the date; inspector's name; record of operating conditions; record of all required measurements; record of any work undertaken and parts replaced; record of any items requiring further attention; record of all set-points and adjustments.

3.8.5 The Contractor and a representative of TPL shall sign off all logbooks and checklists.

3.8.6 Copies of these logbooks and checklists shall be regularly submitted to the Property Manager after each service.

3.8.7 The Contractor shall provide a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance.

3.8.8 A permit must be issued by a TPL representative for all hot and cold works conducted during the course of this contract.

3.9 SITE CLEARING

3.9.1 The contractor shall remove all debris, packing material, old parts and old refrigerant from the building, generated as a result of the `maintenance or repair work and also keep the work sites clean and tidy all times.

4. APPLICABLE HEALTH & SAFETY REQUIREMENTS

1. *"The CONTRACTOR shall submit the required Safety, Health and Environment (SHE) Compliance File for approval by TPL, before any works can commence. The content of the SHE Compliance File is dictated by the work undertaken and shall ensure full compliance to the requirements of applicable legislation and best practice standards. The CONTRACTOR is also to refer to the attached SHE Compliance file review-guidelines for the SHE Compliance file in order to fulfil the requirements of applicable legislation and best practice standards."*

2. The CONTRACTOR shall submit the Company Health & Safety Plan and SHE Policy.

3. The CONTRACTOR shall comply with all relevant requirements of the Occupational Health & Safety Act & Reguations: Act 85 of 1993 and more specifically all relevant requirements related to Air-conditioning, Refrigeration, and all amendments thereto.

4. The CONTRACTOR shall comply with all requirements of the South African National Standards Code of Practice SANS 10147 at all times.

5. The CONTRACTOR shall comply with all Government Covid19 Regulations and procedures as at present and any future amendments.

6. The successful bidder must submit a Safety File prior to any work commencing on the mentioned site.

7. **The safety file should at a minimum contain the following:**

a) A risk assessment based on the Scope of Work provided
b) 16.2 legal appointment letter
c) Appointment letter of Competent person to perform Risk Assessment
d) Certificates of Medical Fitness for Employees working on the mentioned site for the duration of the contract.
e) Trade test certificates of all plumber and electrician that will be working on the mentioned site.
f) Emergency Procedures and Emergency Contact Numbers
g) Contractor Execution Plan (CEP) inclusive of IMS (i.e. SHEQ) Plan
h) Method Statement, Operational Risk Assessment & SOPs based on the Scope of Work provided
i) Valid letter of good standing
j) Signed SHEQ policy
k) Copy of ID Document
l) Incident /Accident Management Procedure including reporting, recording and
m) investigation of incidents and accidents
n) Register of first aid injuries
o) Register of reportable injuries to the Provincial Director
p) Hand tools Inspection register
q) Portable Electrical Equipment Register
NB: All copies should be certified within three months