

**Request for Quotations TPT/2025/05/0013/95076/RFQ 11433590**  
**PROVISION FOR AIR-CONDITIONING MAINTENANCE, REPAIRS AND**  
**REPLACEMENTS FOR TRANSNET SOC**  
**OPERATING AS TRANSNET PORT TERMINALS IN THE PORT OF RICHARDS BAY**  
**FOR A PERIOD OF 90 DAYS (THREE MONTHS)**  
**TPT/2025/05/0013/95076/RFQ 11433590**



Dear Bidder,

**SBD 1 FORM**

**PART A - INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET PORT TERMINAL, A DIVISION TRANSNET SOC LTD**

BID NUMBER:	11433590	ISSUE DATE:	05/05/2025	CLOSING DATE:	07/05/2025	CLOSING TIME:	<b>15:00</b>
DESCRIPTION	PROVISION FOR AIR-CONDITIONING MAINTENANCE, REPAIRS AND REPLACEMENTS FOR TRANSNET SOC OPERATING AS TRANSNET PORT TERMINALS IN THE PORT OF RICHARDS BAY FOR A PERIOD OF 90 DAYS (3 MONTHS)						

**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](https://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](https://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***

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**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.**

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Shaun Sewraj	CONTACT PERSON	Shaun Sewraj
TELEPHONE NUMBER	035 905 3973	TELEPHONE NUMBER	035 905 3973
FACSIMILE NUMBER	na	FACSIMILE NUMBER	na
E-MAIL ADDRESS	Shaun.sewraj@transnet.net	E-MAIL ADDRESS	Shaun.sewraj@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] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2.ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW ]
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> 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**

<b>1. TAX COMPLIANCE REQUIREMENTS</b>	
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:

<b>EVALUATION CRITERIA</b>	
▪	Price ( <b>80</b> )
▪	B-BBEE ( <b>20</b> )

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**1.1. Price schedule:**

TRANSNET SOC LIMITED invites you to supply a quote for Air conditioning maintenance as per the Scope of work and pricing schedule .

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

Item	Scope of work	Delivery Date	Numeric Quantity	UOM	Unit price (ZAR)	Total Price (ZAR)
1	air-conditioning maintenance		1	au		
<b>TOTAL PRICE EXCL. VAT</b>						
<b>VAT (15%)</b>						
<b>TOTAL PRICE INCL. VAT</b>						

**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 – Level 1	15
B-BBEE Level of contributor - Level 2	10
51% Black Youth Owned Entities	5
Non-Compliant and/or B-BBEE Level 3-8 contributors	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
+50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and 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. Completed pricing schedule.

***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



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***Failure to submit the above stated documents may result in your quotation being 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 a 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 **07 May 2025** at **15h00**.

**LATE TENDERS WILL BE DISQUALIFIED.**

**Validity Period**

Transnet requires a validity period of 180 [thirty] 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/Services 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/Services which are reflected in the scope of this RFQ;
- f) split the award of the contract between more than one Supplier/Service provider, 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;

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- l) to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services 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/Services 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 directed to **Shaun Sewraj** via email: **Shaun.sewraj@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.					
<b>Is the Respondent</b> (Complete with a "Yes" or "No")					
<b>A DPIP/FPPO</b>		<b>Closely Related to a DPIP/FPPO</b>		<b>Closely Associated to a DPIP/FPPO</b>	
<b>List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.</b>					

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

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**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: \_\_\_\_\_

\_\_\_\_\_

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Indicate nature of relationship with Transnet:

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***[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<sup>1</sup> 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

<sup>1</sup> 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.

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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<sup>2</sup> 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.

<sup>2</sup> 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.

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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.

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

AS WITNESS:

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duly authorised hereto	
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC
Place:	Registration Name of Company/CC

**PROTECTION OF PERSONAL INFORMATION**

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

**Request for Quotations TPT/2025/05/0013/95076/RFQ 11433590**  
**PROVISION FOR AIR-CONDITIONING MAINTENANCE, REPAIRS AND**  
**REPLACEMENTS FOR TRANSNET SOC**  
**OPERATING AS TRANSNET PORT TERMINALS IN THE PORT OF RICHARDS BAY**  
**FOR A PERIOD OF 90 DAYS (THREE MONTHS)**  
**TPT/2025/05/0013/95076/RFQ 11433590**



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:**

<b>YES</b>		<b>NO</b>	
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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: \_\_\_\_\_

**Request for Quotations TPT/2025/05/0013/95076/RFQ 11433590**  
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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

## PART C3: SCOPE OF WORK

Document reference	Provision for air-conditioning Maintenance, repairs and replacements for Transnet SOC operating as Transnet Port Terminals in the Port of Richards Bay for a period of 90 days (three months)	No of page
C3.1	This cover page	1
C3.2	<i>Employer's Works Information</i> <i>Contractor's Works</i>	6-8
Total number of pages		8

## C3.1 EMPLOYER'S WORKS INFORMATION

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## SECTION 1

### 1 Description of the *works*

#### 1.1 Executive overview

The *works* that the *Contractor* is to perform *involve*: Airconditioning maintenance, repairs and replacement of air condition units. The service provider will be required to carry out all air condition maintenance around the Port of Richards Bay. The Port of Richards Bay also has satellite office in Kendal in Mpumalanga that will require this service, but transport cost will be covered by Transnet the Service provider will be responsible to conduct air condition service as when required.

#### 1.2 Employer's objectives

The *Employer's* objective is to appoint a successfully bidder to conduct air conditioning service which are: Services, repairs and unit's replacement.

#### 1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
AIA	Authorised Inspection Authority
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
CD	Compact Disc
CDR	Contractor Documentation Register
CDS	Contractor Documentation Schedule
CRL	Contractor Review Label
CSHEO	Contractor's Safety, Health and Environmental Officer
CM	Construction Manager
DTI	Department of Trade and Industry
EO	Environmental Officer
HAW	Hazard Assessment Workshop
HAZOP	Hazard and Operability Study
HSSP	Health and Safety Surveillance Plan
INC	Independent Nominated Consultant
IP	Industrial Participation
IR	Industrial Relations
IPP	Industrial Participation Policy
IPO	Industrial Participation Obligation
IPS	Industrial Participation Secretariat
IRCC	Industrial Relations Co-ordinating Committee
JSA	Job Safety Analysis
CIRP	Contractor's Industrial Relations Practitioner
Native	Original electronic file format of documentation
PES	Project Environmental Specifications
PHA	Preliminary Hazard Assessment
PIRM	Project Industrial Relations Manager

PIRPMP	Project Industrial Relations Policy and Management Plan
PLA	Project Labour Agreements
PSIRM	Project Site Industrial Relations Manager
PSPM	Project Safety Program Manager
PSSM	Project Site Safety Manager
ProgEM	Programme Environmental Manager
ProjEM	Project Environmental Manager
QA	Quality Assurance
R&D	Research and Development
SANS	South African National Standards
SASRIA	South African Special Risks Insurance Association
SES	Standard Environmental Specification
SHE	Safety, Health and Environment
SHEC	Safety, Health and Environment Co-ordinator
SIP	Site Induction Programme
SMP	Safety Management Plan
SSRC	Site Safety Review Committee

## 2 Scope details

The Service provider will be required to conduct Service, repairs, replacement and new installation based on the employer's needs. The Service provider will be required to bring tools, equipment's and gas, if the units need components/ spares replacement, it must be done and reported to the relevant Supervisor. The air-conditions sizes to work on are 12 BTU, 18BTU, 24 BTU, 34BTU, 36BTU and 60BTU.

### 2.1 Monthly service

Due to the number of Air condition units own by TPT the service provider will be expected to conduct daily maintenance for the period of 90 days.

- 2.1.1 Clean filters both in and outside units.
- 2.1.2 Clean the indoor unit condensate tray and drain.
- 2.1.3 Remove Dust from the outside coil fins.
- 2.1.4 Check both units for vibrations.
- 2.1.5 Check units for cool and heat.
- 2.1.6 Clean the air condition filters.
- 2.1.7 Repair leaks on drainage pipe.
- 2.1.8 Re Gas the units with correct gas for the units.

## **2.2 Repairs and faulty finding**

The Service provider is responsible for the following repairs.

- 2.2.1 Part/s replacement if the is less than R4000 and the Unit is less than 5 years.
- 2.2.2 Gas leak and the unit is fixable (Welding).
- 2.2.3 Water leak inside the building/ office (check and fix the leak).
- 2.2.4 The unit is not cooling or heat fix or replace
- 2.2.5 Replace the inside or outside units if the units are not repairable.

## **2.3 Spares**

- 2.3.1 The Spares will be provided by the Employer.
- 2.3.2 The Service provider will only provide labour and gas for re-gas.
- 2.3.3 The service provider must always have at list 3 gas cylinder per gas (R410A and R22) type.

## **2.4 Service provider activities**

- 2.4.1 Air Condition Replacements.
- 2.4.2 Monthly Service per Air condition.
- 2.4.3 Parts replacements.

## **3 Service provider and Employers responsibilities**

### **3.1 Service provider responsibilities**

Service Provider must ensure it bind to the following Employer rules:

- 3.1.1 The Service provider must report to the section Supervisor every morning to get an update on their daily task to be performed.
- 3.1.2 Collect the job card for a day from section Supervisor.
- 3.1.3 Fill the job cards correct this will be used to evaluate units' condition.
- 3.1.4 The Service provider must be aware that there may be "Callouts" during the day, the Service provider must also submit a report after the callout to the section Supervisor.
- 3.1.5 The team must consist of five (5) team members daily doing service and repairs, in case of a callout two (2) members must be able to attend the callout while others continue with the daily service.
- 3.1.6 All PPE from clothes to safety equipment's like ear plug, safety belts, googles will be a bidder's responsibility.
- 3.1.7 The Employer will only provide scaffolding for the areas where the length of the step ladder cannot reach. The Service provider must have their step ladders.
- 3.1.8 The Service provide must provide their own tools.
- 3.1.9 All removed parts or units must be returned to section Supervisor to be scraped from finance asset register.
- 3.1.10 Any staff shortage must be reported as this should be noted, and to control absenteeism.

3.1.11 Provide a safety file.

## **3.2 Employers' responsibility**

- 3.2.1 Spares will be provided by the Employer; the Service provider must report to section Supervisor for any faulty parts.
- 3.2.2 Complete air condition units will be provided by the Employer for replacement.
- 3.2.3 The Employer will provide access to the Port through TNPA regulations.
- 3.2.4 Arrange the safety induction for the Service provider.

## **4 Pricing schedule**

### **4.1 The Contractor must the following schedule for quotation:**

- 4.1.1 The pricing schedule must be clear and counted as the scope activities.
- 4.1.2 If the team did not show up at work that day will be subtracted from the monthly fee.
- 4.1.3 The working hours will be 08h00 to 16h00 Monday to Friday any work done outside this hour will be repaid as overtime.
- 4.1.4 The Service provider will be required to work Monday to Friday with no overtime, but in case of emergency where there is gas leakage and other hazardous issues the Service provider will be required to respond on callouts.

## **5 Environmental constraints and management**

### **5.1 The Service provider must ensure they comply with healthy and safety regulation act:**

- 5.1.1 The Service provider must be in practise with ISO900.
- 5.1.2 Occupational Health & Safety Act 85 of 1993 ("OHSA").
- 5.1.3 Hazardous Substances Act 15 of 1973.
- 5.1.4 International Health Regulation Act 28 of 1974.
- 5.1.5 The Compensation for Occupational Injuries and Disease Act, 1993 (Act No.130 of 1993) ("COIDA").
- 5.1.6 National Ports Act No.12 of 2005 and enabling legislation thereto, including the Port Rules.
- 5.1.7 Control of Access to Public Premises and Vehicle Act, No 53 of 1985.
- 5.1.8 Legal Succession to the South African Transport Services Act No.9 of 1989 (but excluding any tariff provided for in such regulations).
- 5.1.9 Any other Transportation laws or directives that govern TPT's Transportation and Handling Services.
- 5.1.10 Codes of Good practice embodied in the Broad Based Black Economic Empowerment Act No.53 of 2003:
- 5.1.11 The Labour Relations Act No.66 of 1995 and the Regulations.

## **6 Site Information**

### **6.1 Detailed information about the site:**

- 6.1.1 The site location is Transnet Port Terminals to all buildings and machines owned by Transnet Port Terminals.
- 6.1.2 The Service provider will not be required to work at JT Cabins as this handled separate by other Service provider.
- 6.1.3 Our quayside machines are very high we request a service provider to ensure their staff is trained to work on height and confined spaces.
- 6.1.4 The Service provider must provide at list one company vehicle for its employees to move around and attend callouts.

PRICING DATA

PROVISION FOR AIR-CONDITIONING MAINTENANCE, REPAIRS AND REPLACEMENTS FOR TRANSNET SOC OPERATING AS TRANSNET PORT TERMINALS IN THE PORT OF RICHARDS BAY FOR A PERIOD 90 DAYS (THREE MONTHS)

Document reference	Title	No of pages
C2.1	Pricing assumptions	1
C2.2	Pricing Schedule	2

## C2.1 Pricing assumptions

NOTES:

- The price must be rates in Rands, Exclusive of Vat.
- The price reflected below must be fixed and firm.
- The price must be rates in Rands, Exclusive of Vat.
- Invoicing and payment will be done monthly on all work completed in the previous months.
- The price must be for the full scope and include all requirements.
- Rates contained in this schedule shall include the following:
  - i) Call out costs.
  - ii) Standby costs.
  - iii) Transportation costs to and from site.
  - iv) Cost for repairs only service will be covered on daily working hours.
  - v) cost of replacing components
  - vi) And any other item of expense that is necessary for the completion of the scope.

## C2.2 Pricing assumptions

### 2.1.1. Labour cost

Monthly flat fee: this must indicate hourly rating per employee listed on the table and the total amount per day, it must also provide information for standby hourly rating for Saturday and Sunday/ public holidays. (this rating will be combined, and the total will add to provide a monthly flat fee)

Employees	Include all crew members during normal working hours (8h00 to 16h00)		
	Hourly rate	Daily rate for normal 8 hours	Stand by rate
Technician			
Technician			
Semi-skilled			
Semi-skilled			
Total for the team of two technician and two semi-skilled			

### 2.1.2. Callouts Labour

Price per employee on callout only.

(This will only for call out after working hours which includes public holidays and weekends days)

Employees	OUTSIDE WORKING HRS (R/hr)	OVERTIME HRS (R/hr)	SUNDAYS (R/hr)
Technician			
Semi-skilled			

### 2.1.3. Activities

The following activities will be paid separate from normal monthly service, the price must also include consumables used to conduct such activity. The Components or parts will be supplied by the employer.

Job card/ Activity	Price in rand value
1. De-installation for complete units	
2. Installation for complete units	
3. Replacing inside unit	
4. Replacing outside unit	
5. Replacing piping	
6. Re-gas	
7. Repair gas leak and re-gas	
8. Installing water pump	
9. New piping for drainage	
10. Replacing fan motor (Units and fitment)	
11. Replace PCB Board (Units and fitment)	