



TRANSNET FREIGHT RAIL, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No. DNR P14-01/12736

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**FOR THE SUPPLY OF: INSTALLATION OF NEW AIR-CONDITIONERS @ DURBAN
AND STANGER**

SERVICES REQUIRED AT: DURBAN & STANGER

ISSUE DATE: 17 JANUARY 2014

CLOSING DATE: 06 FEBRUARY 2014

CLOSING TIME: 10:00

SITE BRIEFING : 50 FISH EAGLE ROAD, BAYHEAD, DURBAN

DATE AND TIME: 29 JANUARY 2014 @ 10:00

VALIDITY : 30 APRIL 2014

NB: DOCUMENTS TO BE SUBMITTED IN DUPLICATE

Section 1

NOTICE TO BIDDERS

Quotations which must be completed as indicated in Section 2 of this RFQ are to be submitted as follows:

METHOD: Post or Courier

CLOSING VENUE: Chairman Transnet Freight Rail Acquisition Council
Ground Floor Inyanda House 1
21 Wellington Road
Parktown
Johannesburg 2001
Tender Box

1 Responses to RFQ

Responses to this RFQ must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter.

2 Broad-Based Black Economic Empowerment [B-BBEE]

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. Transnet will accordingly allow a "preference" to companies who provide a B-BBEE Verification Certificate. All procurement transactions will be evaluated accordingly.

2.1 B-BBEE Scorecard and Rating

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note the following:

- Proposals will be evaluated on price which will be allocated 80 points and preference which will be allocated 20 points, dependent on the value of the Services
- The 80/20 preference point system applies where the acquisition of the Services will be less than R1 000 000.00.
- If the 80/20 preference point system is stipulated and all Bids received exceed R1 000 000.00, the RFP will be cancelled

In compliance with the Government Gazette No 34612, Notice No. 754 dated 23 September 2011, as from 1 October 2011 valid B-BBEE Verification Certificates must be issued by:

- a) Verification Agencies accredited by the South African National Accreditation System [SANAS]; or
- b) Registered Auditors approved by the Independent Regulatory Board of Auditors [IRBA], in accordance with the approval granted by the Department of Trade and Industry.

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

- c) **Large Enterprises** [i.e. annual turnover greater than R35 million]:

- Rating level based on all seven elements of the B-BBEE scorecard
- d) **Qualifying Small Enterprises – QSE** [i.e. annual turnover between R5 million and R35 million]:
 - Rating based on any four of the elements of the B-BBEE scorecard
- e) **Exempted Micro Enterprises – EME** [i.e. annual turnover less than R5 million]:

In accordance with B-BBEE Codes of Good Practice [Statement 000, Section 4], any enterprise with an annual total revenue of R 5 million or less qualifies as an EME.

- Automatic rating of B-BBEE Level 4 irrespective of race or ownership
- Black ownership greater than 50% or Black Women ownership greater than 50% automatically qualify as B-BBEE Level 3

Sufficient evidence to qualify as an EME would be a certificate (which may be in the form of a letter) from an auditor or accounting officer or a certificate from a Verification Agency accredited by SANAS. The certificate must confirm the company's turnover, black ownership / black female ownership and B-BBEE status level.

Respondents are required to furnish proof of the above to Transnet. [i.e. a detailed scorecard as stipulated above in respect of Large Enterprises and QSEs, or a certificate in respect of EMEs].

Transnet will accordingly allocate a maximum of **20 [twenty] points** in accordance with the **80/20** preference point system prescribed in the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations to the Respondent's final score based on an entity's B-BBEE scorecard rating. *[Refer **Annexure A** for further details].*

N.B. Failure to submit a B-BBEE certificate, which is valid as at the Closing Date of this RFP, will result in a score of zero being allocated for B-BBEE.

[Refer Section 4, Vendor Application Form, for Returnable Documents required]

3 Communication

- a) Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.
- b) A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:

Name:	Ms Princess Ngubo	Mr Jay Reddi
Email:	princess.ngubo@transnet.net	083 477 4234

- c) Respondents may also, at any time after the closing date of the RFQ, communicate with the Secretariat of the Transnet Acquisition Council on any matter relating to its RFQ response:

Telephone	011 544 9486	Fax 011 774 9760
Email	tac.secretariat@transnet.net	

4 Tax Clearance

The Respondent's original valid Tax Clearance Certificate must accompany the Quotation. Failure to provide this document with the RFQ submission will result in disqualification.

5 VAT Registration

The valid VAT registration number must be stated here: _____ *[if applicable]*.

6 Legal Compliance

The successful Respondent shall be in full and complete compliance with any and all applicable national and local laws and regulations.

7 Changes to Quotations

Changes by the Respondent to its submission will not be considered after the closing date and time.

8 Pricing

All prices must be quoted in South African Rand on a fixed price basis, excluding VAT.

9 Prices Subject to Confirmation

Prices quoted which are subject to confirmation will not be considered.

10 Negotiations

Transnet reserves the right to undertake post-tender negotiations with selected Respondents or any number of short-listed Respondents.

11 Binding Offer

Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

12 Disclaimers

Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. Please note that Transnet reserves the right to:

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation;
- reject all Quotations, if it so decides;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider; or
- make no award at all.

Transnet reserves the right to exclude any Respondent from the bidding process who has been convicted of a serious breach of law during the preceding 5 [five] years, including but not limited to breaches of the Competition Act 89 of 1998. Respondents are required to indicate below whether or not they have been found guilty of a serious breach of law during the past 5 [five] years:

I/We _____ do hereby certify that I/we **have/have not been** 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.

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.

13 EVALUATION CRITERIA

14 TRANSNET WILL UTILISE THE FOLLOWING CRITERIA [NOT NECESSARILY IN THIS ORDER] IN CHOOSING A SUPPLIER/SERVICE PROVIDER, IF SO REQUIRED:

- Administrative responsiveness - Completeness of response and returnable documents
- Substantive responsiveness – Prequalification criteria, if any, must be met
- Weighted evaluation based on 80/20 preference point system:
 - Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts¹ will be critical

Transnet will utilise the following formula in its evaluation of Price:

$$PS = 80 \left(1 - \frac{Pt - Pmin}{Pmax - Pmin} \right)$$

Where:

Ps = Score for the Bid under consideration
 Pt = Price of Bid under consideration
 $Pmin$ = Price of lowest acceptable Bid

- B-BBEE status of company

¹ Only unconditional discounts will be taken into account during evaluation. A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment is effected.

Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below: *[Delete column that is not applicable]*

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

15 Validity Period

Transnet desires a validity period of 60 days from the closing date of this RFQ.

This RFQ is valid until _____.

16 Banking Details

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

17 Company Registration

Registration number of company / C.C. _____

Registered name of company / C.C. _____

18 Disclosure of Prices Quoted

Respondents must indicate here whether Transnet may disclose their quoted prices and conditions to other Respondents:

YES ☐ NO ☐

19 Returnable Documents

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below.

- a) Respondents are required to submit with their Quotations the **mandatory Returnable Documents**, as detailed below.

Failure to provide all these Returnable Documents will result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Quotations.

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these mandatory Returnable Documents by so indicating [Yes or No] in the table below:

Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
Valid B-BBEE Verification Certificate[RSA Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard	
- Valid B-BBEE Certificate from auditor, accounting officer or SANAS accredited Verification Agency [RSA EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard	
CIDB GRADING :ME 1	
SECTION 2: QUOTATION FORM	

b) In addition to the requirements of section (a) above, Respondents are further required to submit with their Quotations the following **essential Returnable Documents** as detailed below.

c) ***Failure to provide all these Returnable Documents may result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these documents are returned with their Quotations.***

d) All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these essential Returnable Documents by so indicating [Yes or No] in the table below:

Returnable Documents	Submitted [Yes or No]
SECTION 3 : Standard Terms and Conditions of Contract for the Supply of Goods or Services to Transnet	
SECTION 4 : Vendor Application Form	
- Original cancelled cheque or bank verification of banking details	
- Certified copies of IDs of shareholder/directors/members [as applicable]	
- Certified copy of Certificate of Incorporation [CM29/CM9 name change]	
- Certified copy of share certificates [CK1/CK2 if C.C.]	
- Entity's letterhead	
- Certified copy of VAT Registration Certificate [RSA entities only]	
- Certified copy of valid Company Registration Certificate [if applicable]	
- A signed letter from Respondent's auditor or accountant confirming most recent annual turnover figures	
SECTION 5: Certificate of Attendance	

Section 2

QUOTATION FORM

I/We _____
hereby offer to supply the goods/services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

I/We agree to be bound by those terms and conditions in:

- the Standard Terms and Conditions for the Supply of Goods and Services to Transnet [Section 3 hereof]; and
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

Price Schedule

I/We quote as follows for the goods required, on a "delivered nominated destination" basis, excluding VAT:

Item No	Description of Goods	Unit of Measure	Quantity	Unit Price (ZAR)	Total Price (ZAR)
1	Installation of New Air-Conditioners				

Delivery Lead-Time from date of purchase order : _____ **[days/weeks]**

Notes to Pricing:

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- c) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

Respondent's Signature

Date & Company Stamp

TRANSNET
LIMITED
(REGISTRATION NO. 1990/000900/30)
TRADING AS TRANSNET FREIGHT RAIL

PART 2 – SPECIAL CONDITIONS OF CONTRACT

2.1 SCOPE

This contract covers the installation of air-conditioners, electrical wiring to mentioned air-conditioners, repairs and servicing of newly installed air-conditioners. The issuing of an Electrical Compliance Certificate, for all newly installed circuits for the air-conditioning, in building : **Installing of new air-conditioners in Building 02BA313U, Wentworth, 02AD217U, 02BD226U, 02XD006U, Bayhead, 10AD031U, 10AD032U, Island view, 10AD027 Fynnlands, 02AA194U Stanger & 02WD016U 151 South Coast rd. Rossburgh.**

. This specification includes but is not limited to the complete alterations to the above mentioned buildings complete. All work in the specification must be carried out strictly according to local and national regulations for electrical installations SANS 10142-1 as per attached specification

(Part 3)

2.2 DEFINITIONS

Manager means any person appointed by Transnet Freight Rail from time to time to supervise and take charge of the Contract.

Transnet Freight Rail is a business unit of Transnet Limited, Registration No 90/00900/30, a Company registered under the Company Laws of the Republic of South Africa.

Works means the works to be executed in terms of this contract.

2.3. EXTENT OF WORK:

The contractor shall execute all work in accordance with the Specification Part 3.

2.4. WORK SITE:

The work site is situated in building in buildings: **Installing of new air-conditioners in Building 02BA313U, Wentworth, 02AD217U, 02BD226U, 02XD006U, Bayhead, 10AD031U, 10AD032U, Island view, 10AD027u Fynnlands, 02AA194U Stanger & 02WD016U 151 South Coast rd. Rossburgh.**

The work site shall be kept clean and tidy at all times. All rubble shall be dumped at a registered Metro-dumping site.

Contractor shall move cover and protect all furniture and equipment at all times.

The Contractor shall request the person concerned to write the instruction in the site book to sign and to record his official designation. The Contractor shall countersign the instruction. The contractor and Transnet Freight Rail's Manager shall take a copy of the instruction – one copy to remain in the book.

2.5. SITE INSPECTION

No tender will be considered unless accompanied by a Site Inspection Certificate that has been signed by the Manager. A copy of this is attached. Enquiries may be made to John Groenewald Office (031) 361 6082

GUARANTEE

The Contractor shall, at his own expense, make good to the satisfaction of the Manager all defective materials and workmanship which may manifest themselves within a period of twelve months after completion of the Works.

2.6 PROOF OF COMPETENCE

The Tenderer shall, if requested by Transnet Freight Rail, provide a statement of works successfully executed previously as the evidence of his ability to complete the Works specified in the contract.

2.7 TENDER PRICE

The amount tendered shall be inclusive of all transport, cartage of plant, etc. costs for completion of the Works as specified in the contract documents.

2.8 VALUE ADDED TAX

The amount tendered shall be exclusive of value added tax.

2.9 ESCALATION

No claims for escalation in costs will be entertained in this contract.

2.10 SUPERVISION

The Contractor, or a responsible person empowered to act on his behalf, shall be present at the Work Site to supervise the Works and to receive the instructions of the Manager.

2.11 INCOMPETENT EMPLOYEES

All persons employed by the Contractor to carry out the Contract shall be competent, responsible and of good character.

If, in the opinion of the Manager, any person employed by the Contractor is inefficient, negligent, disrespectful or objectionable, the Manager may, after consultation with the Contractor, instruct that such person be removed from the Works.

2.12 HOURS OF DUTY / NORMAL WORKING HOURS

All work shall be carried out between the hours of 07:00 and 16:30, Monday to Friday unless otherwise arranged with the Technical Officer.

TRANSNET
LIMITED
(REGISTRATION NO. 1990/000900/30)
TRADING AS TRANSNET FREIGHT RAIL

SPECIFICATION

This contract covers the replacement and installation of air-conditioners as per specifications, electrical alterations to air-conditioning circuits as per specifications including the re labelling of all affected circuits in Distribution Boards, the testing of all earth leakages in all Distribution Boards and the issuing of an Electrical Compliance Certificate for all altered circuits for Installing of new air-conditioners in Building: 02BA313U, Wentworth, 02AD217U, 02BD226U, 02XD006U, Bayhead, 10AD031U, 10AD032U, Island view, 10AD027U Fynnlands 02AA194U Stanger & 02WD016U 151 South Coast rd. Rossborough.

SPECIFICATION:

All work in the specification must be carried out strictly according to local and national regulations for electrical installations SANS 10142-1 and air-conditioning SANS 10147

1. General specifications.

The contractor shall carry out the work in accordance with the Contract Specification and in a thorough and workmanlike manner. Any sub-standard work shall be rejected and redone at the Contractors cost.

Contractor must carry out all work strictly according to all local regulations, national regulations and the general standards below, unless otherwise stated in the section describing what work must be carried out on this contract or in the minutes of the site meeting.

Have basic knowledge of the following sub disciplines carpentry, plumbing, bricklaying, plastering and painting to repair any damage done while in the execution of this contract.

NB Contractor must submit proof of accreditation as an Installation electrician.

All materials used, and equipment supplied for the installation must be SANS approved.

A Compliance Certificate must be issued by the contractor for all the electrical work carried out by the contractor, including all repair work, alteration and new works. (SANS 10142)

All material items in the installation must be SANS approved.

The final acceptance of the work rests with Transnet Freight Rail's designated Technical Officer.

The Contractor shall make his own arrangements for electrical power and water supplies. Where these services exist, the Contractor may arrange with the respective Depot Managers for their use.

The Contractor shall supply all labour, transport and material for the full duration of the contract.

All scrap materials shall become the possession of the contractor, except all copper and semi-precious metals and scrap air-conditioners (eg. Cables) this has to be handed in at Transnet Freight Rail's scrap store in Edwin's Swales drive, Durban and an credit note must be submitted with your invoice.

Contractor to determine the kA fault level current ratings, as well as the overload current to be used in the selecting, the correct MCB's.

All lighting circuits to be fed from not less than 10 amp MCB.

All motion sensors for lights must be set at a maximum of 20 minutes to time out if there is no movement in office or the sensors range.

Air-conditioners isolators (power points) to be fed from correctly sized MCB's according to size of unit, and must be of the Curve one type MCB.

All air-conditioner circuits to be fed with minimum of 2.5mm² PVC insulated wires if size is under 18000BTU's and only one unit per circuit. If air-conditioning unit is larger the size of the wire will be determined by the size of the unit in kW.

All air-conditioners will be connected to an air-conditioner fused isolator. (Crabtree 20 amp double pole switch + cord grip Horizontal or similar approved product for 18000BTU circuits only, the size of the isolator will naturally be determined by the size of the air-conditioning unit if above 18000BTU's).

Supply and install two (2) Hour timers complete including wiring, isolator switch and surface mount York box (with cover that can only be removed using a screw driver or spanner) to fit timer in. The mains supply coming into the York box must first go through the timer then go through the isolator switch and then out of box to Air-conditioner. The Air-con isolator switch must be flush mounted and be mounted on the front cover of the York box. Contractor must use glands where cables enter and leave York box. Crabtree mounted single lever 20A isolator switch or equal and approved must be used. The timer used must be 2 hour mechanically operated countdown timer. The timer must be securely mounted in the York Box. The York box must be permanently secured to the wall and must be large enough to accommodate all components with ease. There must be enough slack on the wires to and from the isolator so as to be able to open the York box and set or change the timer if

All wiring must be in conduit or power skirting (ducting). No open wiring will be accepted even in roof void.

All wiring of Air-conditioner circuits, Refrigerant gas lines, and water drainage pipes must be concealed in power skirting or trunking, inside and outside of building.

All conduit, socket outlets wall boxes, light switches wall boxes, and isolators wall boxes in the building must be flush mounted and chased into the wall except if otherwise noted in the specifications below or stated at the site meeting and minute-ed.

Replace all existing Distribution boards with flush mounted distribution boards where required in the specifications below.

For all new flush mounted distribution board's, contractor must knock out all knock outs and droppers must be installed to ceiling void even if not all are to be used, the unused droppers to Distribution board must be plugged to prevent use by insects. For future use so wall do not have to be chased when future work is required.

Contractor must supply and install new earth spikes for each new distribution board including all earth wire between the earth bars in distribution boards and the earth spikes. Separate earth spikes to be used for each distribution board. The top of each Earth spike must be in cased in a water meter box or equivalent type of box in the ground with a hinged lid for easy access to earth spike connection. All earth wiring from the earth spike to the round galvanized junction through box above ground level on outer wall of building's must be insulated and from the round galvanized junction through box to the distribution board the earth wire must be run in galvanized conduit and this wiring does not have to be insulated wire. Unless otherwise stated in the minutes at the site meeting.

If surface mount distribution board is called for in the specification below all surface conduit droppers at the Distribution boards must be encased in a Masonite box and painted the colour of the walls for neatness.

2. Specifications of work to be carried out.

Building: Installing of new air-conditioners in Building: 02BA313U, Wentworth, 02AD217U, 02BD226U, 02XD006U, Bayhead, 10AD031U, 10AD032U, Island view, 02AA194U 10AD027U Fynnlands, Stanger & 02WD016U 151 South Coast rd. Rossburgh.

1.0 Wentworth Building 02BA313U Arum rd. Room 1: Mess:

- 1 Supply and install air-conditioners with 6 x 30000 BTU, (Daiken, Samsung, Alliance, LG Inverter type air-conditioner or equivalent known brand that has the necessary spares and backup.
- 2 Each Air-conditioner to have a mechanical two (2) hour timer to control the air-conditioner. The timer must be able to handle 15 amps. (See general specs)
- 3 Each Air-conditioner has to have it own circuit as in general specifications.
- 4 Supply and install a laminated letter on the outside of the door. **Keep doors and windows closed on account of the air-conditioning.**
- 5 A Compliance Certificate must be issued for all the new electrical circuits of the air-conditioners.

2.0 Bayhead Building 02AD217U 1 Fish Eagle rd. Lecture room:

- 1 Supply and install air-conditioners with 6 x 24000 BTU, (Daiken, Samsung, Alliance, LG Inverter type air-conditioner or equivalent known brand that has the necessary spares and backup.
- 2 Each Air-conditioner has to have it own circuit as in general specifications.
- 3 Each air-conditioner to have a mechanical two (2) hour timer to control the air-conditioner. The timer must be able to handle 15 amps. (See general specs).
- 4 Supply and install a laminated letter on the outside of the door. **Keep doors and windows closed on account of the air-conditioning**
- 5 A Compliance Certificate must be issued for all the new electrical circuits of the air-conditioners.

3.0 Bayhead Building 02BD226U Office 2:

1. Supply and install air-conditioners with 1 x 12000 BTU, (Daiken, Samsung, Alliance, LG Inverter type air-conditioner or equivalent known brand that has the necessary spares and backup.
2. Each Air-conditioner has to have its own circuit as in general specifications.
3. Office air-conditioner to have a mechanical two (2) hour timer to control the air-conditioner. The timer must be able to handle 15 amp. (See general specs)
4. Supply and install a laminated letter on the outside of the door. **Keep doors and windows closed on account of the air-conditioning.**
5. A Compliance Certificate must be issued for all the new electrical circuits of the air-conditioners.

4.0 Bayhead Building 02XD006U Office no.101:

1. Supply and install air-conditioners with 1 x 12000 BTU, (Daiken, Samsung, Alliance, LG Inverter type air-conditioner or equivalent known brand that has the necessary spares and backup.
2. Each Air-conditioner has to have its own circuit as in general specifications.
3. Office air-conditioner to have a mechanical two (2) hour timer to control the air-conditioner. The timer must be able to handle 15 amp. (See general specs)
4. Supply and install a laminated letter on the outside of the door. **Keep doors and windows closed on account of the air-conditioning.**
5. A Compliance Certificate must be issued for all the new electrical circuits of the air-conditioners.

5.0 Office no.116:

1. Supply and install air-conditioners with 1 x 12000 BTU, (Daiken, Samsung, Alliance, LG Inverter type air-conditioner or equivalent known brand that has the necessary spares and backup.
2. Each Air-conditioner has to have its own circuit as in general specifications.
3. Office air-conditioner to have a mechanical two (2) hour timer to control the air-conditioner. The timer must be able to handle 15 amp. (See general specs)
4. Supply and install a laminated letter on the outside of the door. **Keep doors and windows closed on account of the air-conditioning.**
5. A Compliance Certificate must be issued for all the new electrical circuits of the air-conditioners.

6.0 Building 10AD027U Fynnlands

Office room 2:

1. Supply and install air-conditioners with 1 x 18000 BTU, (Daiken, Samsung, Alliance, LG Inverter type air-conditioner or equivalent known brand that has the necessary spares and backup.
2. Each Air-conditioner has to have its own circuit as in general specifications.
3. Office air-conditioner to have a mechanical two (2) hour timer to control the air-conditioner. The timer must be able to handle 15 amp. (See general specs)
4. Supply and install a laminated letter on the outside of the door. **Keep doors and windows closed on account of the air-conditioning.**
5. A Compliance Certificate must be issued for all the new electrical circuits of the air-conditioners for all new air-cons installed in building.

7.0 Office room 3:

1. Supply and install air-conditioners with 1 x 12000 BTU, (Daiken, Samsung, Alliance, LG Inverter type air-conditioner or equivalent known brand that has the necessary spares and backup.
2. Each Air-conditioner has to have its own circuit as in general specifications.

3. Office air-conditioner to have a mechanical two (2) hour timer to control the air-conditioner. The timer must be able to handle 15 amp. (See general specs)
4. Supply and install a laminated letter on the outside of the door. **Keep doors and windows closed on account of the air-conditioning.**

8.0 Island View Building 10AD031U Cabin/ Office:

1. Supply and install air-conditioners with 1 x 12000 BTU, (Daiken, Samsung, Alliance, LG Inverter type air-conditioner or equivalent known brand that has the necessary spares and backup.
2. Each Air-conditioner has to have its own circuit as in general specifications.
3. Office air-conditioner to have a mechanical two (2) hour timer to control the air-conditioner. The timer must be able to handle 15 amp. (See general specs)
4. Supply and install a laminated letter on the outside of the door. **Keep doors and windows closed on account of the air-conditioning.**
5. A Compliance Certificate must be issued for all the new electrical circuits of the air-conditioners.

9.0 Island view Building 10AD032 Office/Ablution:

1. Supply and install air-conditioners with 1 x 12000 BTU, (Daiken, Samsung, Alliance, LG Inverter type air-conditioner or equivalent known brand that has the necessary spares and backup.
2. Each Air-conditioner has to have its own circuit as in general specifications.
3. Office air-conditioner to have a mechanical two (2) hour timer to control the air-conditioner. The timer must be able to handle 15 amp. (See general specs)
4. Supply and install a laminated letter on the outside of the door. **Keep doors and windows closed on account of the air-conditioning.**
5. A Compliance Certificate must be issued for all the new electrical circuits of the air-conditioners.

10.0 Building 02AA194U

Operating Office room 1:

6. Supply and install air-conditioners with 1 x 18000 BTU, (Daiken, Samsung, Alliance, LG Inverter type air-conditioner or equivalent known brand that has the necessary spares and backup.
7. Each Air-conditioner has to have its own circuit as in general specifications.
8. Office air-conditioner to have a mechanical two (2) hour timer to control the air-conditioner. The timer must be able to handle 15 amp. (See general specs)
9. Supply and install a laminated letter on the outside of the door. **Keep doors and windows closed on account of the air-conditioning.**
10. A Compliance Certificate must be issued for all the new electrical circuits of the air-conditioners for all new air-cons installed in building.

11.0 Shunter's Office room 2:

5. Supply and install air-conditioners with 1 x 12000 BTU, (Daiken, Samsung, Alliance, LG Inverter type air-conditioner or equivalent known brand that has the necessary spares and backup.
6. Each Air-conditioner has to have its own circuit as in general specifications.
7. Office air-conditioner to have a mechanical two (2) hour timer to control the air-conditioner. The timer must be able to handle 15 amp. (See general specs)
8. Supply and install a laminated letter on the outside of the door. **Keep doors and windows closed on account of the air-conditioning.**

12.0 Examiners Office room 3:

1. Supply and install air-conditioners with 1 x 12000 BTU, (Daiken, Samsung, Alliance, LG Inverter type air-conditioner or equivalent known brand that has the necessary spares and backup.
2. Each Air-conditioner has to have its own circuit as in general specifications.
3. Office air-conditioner to have a mechanical two (2) hour timer to control the air-conditioner. The timer must be able to handle 15 amp. (See general specs)
4. Supply and install a laminated letter on the outside of the door. **Keep doors and windows closed on account of the air-conditioning.**

13.0 Loliwe house 02WD016U Security room and Computer Hub room:

1. Supply and install air-conditioners with 1 x 18000 BTU, (Daiken, Samsung, Alliance, LG Inverter type air-conditioner or equivalent known brand that has the necessary spares and backup.
2. Each Air-conditioner has to have its own circuit as in general specifications.
3. A Compliance Certificate must be issued for all the new electrical circuits of the air-conditioners.

1 Schedule of Quantities

The attached schedule of quantities must included for all repairs, labelling, cleaning up of Distribution boards / panels, replacement of all non compliant items and etc. that may be required to get the buildings compliant with SANS 10142-1.

Reporting

Any item not serviceable that is not covered in the above specification is to be reported to the Technical Officer.

Commissioning

1. Upon completion of the works the Contractor shall test, commission and hand over the completed works to the Technical Officer.

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Schedule of Quantities

This contract covers the replacement of air-conditioners, electrical wiring to mentioned air-conditioners, repairs and servicing of newly installed air-conditioners. The issuing of an Electrical Compliance Certificate for the new installed circuits for air-conditioning in the following **Building: Installing of new air-conditioners in Building 02BA313U, Wentworth, 02AD217U, 02BD226U, 02XD006U, Bayhead, 10AD031U, 10AD032U, Island view, 10 AD027U Fynnlands, 02AA194U Stanger & 02WD016U 151 South Coast rd. Rossburgh.**

This specification includes but is not limited to the complete alterations to the above mentioned buildings complete. All work in the specification must be carried out strictly according to local and national regulations for electrical installations SANS 10142-1 as per attached specification

The schedule of quantities includes all labour, material, transport and etc for all of the items listed below strictly in accordance with the specification above.

Item No.	Description of work	Quantity	Unit Price	Total Price
	Building 02BA313U, Arum road, Wentworth			
1.1	Supply and install air-conditioners with 6 x 30000 BTU, (Daiken, Samsung, Alliance, LG Inverter type air-conditioner or equivalent known brand that has the necessary spares and backup.	6		
1.2	Office air-conditioner to have a mechanical two (2) hour timer to control the air- conditioner. The timer must be able to handle 15 amp._(See general specs)	6		
1.3	Each Air-conditioner has to have its own circuit as in general specifications.	6		
1.4	Supply and install a laminated letter on the outside of the door. Keep Doors and windows closed on account of the air-conditioning.	1		
1.5	A Compliance Certificate must be issued for all the new electrical circuits of the air-conditioners.	1		

	Building 02AD217U Lecture room:			
2.1	Supply and install air-conditioners with 6 x 24000 BTU, (Daiken, Samsung, Alliance, LG Inverter type air-conditioner or equivalent known brand that has the necessary spares and backup.	6		
2.2	Each Air-conditioner has to have its own circuit as in general specifications.	6		
2.3	Office air-conditioner to have a mechanical two (2) hour timer to control the air- conditioner. The timer must be able to handle 15 amp._(See general specs)	6		
2.4	Supply and install a laminated letter on the outside of the door. Keep doors and windows closed on account of the air-conditioning.	1		
2.5	A Compliance Certificate must be issued for all the new electrical circuits of the air-conditioners.	1		
	3.0 Bayhead Building 02BD226U Office no.2:			
3.1	Supply and install air-conditioners with 1 x 12000 BTU, (Daiken, Samsung, Alliance, LG Inverter type air-conditioner or equivalent known brand that has the necessary spares and backup.	1		
3.2	Each Air-conditioner has to have its own circuit as in general specifications.	1		
3.3	Office air-conditioner to have a mechanical two (2) hour timer to control the air- conditioner. The timer must be able to handle 15 amp._(See general specs)	1		
3.4	Supply and install a laminated letter on the outside of the door. Keep doors and windows closed on account of the air-conditioning.	1		
3.5	A Compliance Certificate must be issued for all the new electrical circuits of the air-conditioners.	1		
	4.0 Bayhead Building 02XD006U Office no.101:			
4.1	Supply and install air-conditioners with 1 x 12000 BTU, (Daiken, Samsung, Alliance, LG Inverter type air-conditioner or equivalent known brand that has the necessary spares and backup.	1		

4.2	Each Air-conditioner has to have its own circuit as in general specifications.	1		
4.3	Office air-conditioner to have a mechanical two (2) hour timer to control the air- conditioner. The timer must be able to handle 15 amp._(See general specs)	1		
4.4	Supply and install a laminated letter on the outside of the door. Keep doors and windows closed on account of the air-conditioning.	1		
4.5	A Compliance Certificate must be issued for all the new electrical circuits of the air-conditioners.	1		
	5.0 Office no.116:			
5.1	Supply and install air-conditioners with 1 x 12000 BTU, (Daiken, Samsung, Alliance, LG Inverter type air-conditioner or equivalent known brand that has the necessary spares and backup.	1		
5.2	Each Air-conditioner has to have its own circuit as in general specifications.	1		
5.3	Office air-conditioner to have a mechanical two (2) hour timer to control the air- conditioner. The timer must be able to handle 15 amp._(See general specs)	1		
5.4	Supply and install a laminated letter on the outside of the door. Keep doors and windows closed on account of the air-conditioning.	1		
5.5	A Compliance Certificate must be issued for all the new electrical circuits of the air-conditioners.	1		
	6.0 Building 10AD027U Fynnlands			
	Office room 2:			
6.1	Supply and install air-conditioners with 1 x 18000 BTU, (Daiken, Samsung, Alliance, LG Inverter type air-conditioner or equivalent known brand that has the necessary spares and backup.	1		
6.2	Each Air-conditioner has to have its own circuit as in general specifications.	1		
6.3	Office air-conditioner to have a mechanical two (2) hour timer to control the air- conditioner. The timer must be able to handle 15 amp._(See general specs)	1		

6.4	Supply and install a laminated letter on the outside of the door. Keep doors and windows closed on account of the air-conditioning.	1		
6.5	A Compliance Certificate must be issued for all the new electrical circuits of the air-conditioners for all new air-cons installed in building.	1		
	7.0 Office room 3:			
7.1	Supply and install air-conditioners with 1 x 12000 BTU, (Daiken, Samsung, Alliance, LG Inverter type air-conditioner or equivalent known brand that has the necessary spares and backup.	1		
7.2	Each Air-conditioner has to have its own circuit as in general specifications.	1		
7.3	Office air-conditioner to have a mechanical two (2) hour timer to control the air- conditioner. The timer must be able to handle 15 amp._(See general specs)	1		
7.4	Supply and install a laminated letter on the outside of the door. Keep doors and windows closed on account of the air-conditioning.	1		
	6.0 Island View Building 10AD031U Cabin/ Office:			
6.1	Supply and install air-conditioners with 1 x 12000 BTU, (Daiken, Samsung, Alliance, LG Inverter type air-conditioner or equivalent known brand that has the necessary spares and backup.	1		
6.2	Each Air-conditioner has to have its own circuit as in general specifications.	1		
6.3	Office air-conditioner to have a mechanical two (2) hour timer to control the air- conditioner. The timer must be able to handle 15 amp._(See general specs)	1		
6.4	Supply and install a laminated letter on the outside of the door. Keep doors and windows closed on account of the air-conditioning.	1		
6.5	A Compliance Certificate must be issued for all the new electrical circuits of the air-conditioners.	1		

	7.0 Island view Building 10AD032 Office/Ablution:			
7.1	Supply and install air-conditioners with 1 x 12000 BTU, (Daiken, Samsung, Alliance, LG Inverter type air-conditioner or equivalent known brand that has the necessary spares and backup.	1		
7.2	Each Air-conditioner has to have its own circuit as in general specifications.	1		
7.3	Office air-conditioner to have a mechanical two (2) hour timer to control the air- conditioner. The timer must be able to handle 15 amp._(See general specs)	1		
7.4	Supply and install a laminated letter on the outside of the door. Keep doors and windows closed on account of the air-conditioning.	1		
7.5	A Compliance Certificate must be issued for all the new electrical circuits of the air-conditioners.	1		
	8.0 Building 02AA194U			
	Operating Office room 1:			
8.1	Supply and install air-conditioners with 1 x 18000 BTU, (Daiken, Samsung, Alliance, LG Inverter type air-conditioner or equivalent known brand that has the necessary spares and backup.	1		
8.2	Each Air-conditioner has to have its own circuit as in general specifications.	1		
8.3	Office air-conditioner to have a mechanical two (2) hour timer to control the air- conditioner. The timer must be able to handle 15 amp._(See general specs)	1		
8.4	Supply and install a laminated letter on the outside of the door. Keep doors and windows closed on account of the air-conditioning.	1		
8.5	A Compliance Certificate must be issued for all the new electrical circuits of the air-conditioners. for all new air-cons installed in building	1		
	9.0 Shunter's Office room 2:			
9.1	Supply and install air-conditioners with 1 x 12000 BTU, (Daiken, Samsung, Alliance, LG Inverter type air-conditioner or equivalent known brand that has the	1		

	necessary spares and backup			
9.2	Each Air-conditioner has to have its own circuit as in general specifications.	1		
9.3	Office air-conditioner to have a mechanical two (2) hour timer to control the air- conditioner. The timer must be able to handle 15 amp._(See general specs)	1		
9.4	Supply and install a laminated letter on the outside of the door. Keep doors and windows closed on account of the air-conditioning.	1		
	10.0 Examiners Office room 3:			
10.1	Supply and install air-conditioners with 1 x 12000 BTU, (Daiken, Samsung, Alliance, LG Inverter type air-conditioner or equivalent known brand that has the necessary spares and backup.	1		
10.2	Each Air-conditioner has to have its own circuit as in general specifications.	1		
10.3	Office air-conditioner to have a mechanical two (2) hour timer to control the air- conditioner. The timer must be able to handle 15 amp._(See general specs)	1		
10.4	Supply and install a laminated letter on the outside of the door. Keep doors and windows closed on account of the air-conditioning.	1		
	11.0 Loliwe house 02WD016U Security room and Computer Hub room:			
11.1	Supply and install air-conditioners with 1 x 18000 BTU, (Daiken, Samsung, Alliance, LG Inverter type air-conditioner or equivalent known brand that has the necessary spares and backup.	1		
11.2	Each Air-conditioner has to have its own circuit as in general specifications.	1		
11.3	A Compliance Certificate must be issued for all the new electrical circuits of the air-conditioners.	1		
	Total Contract Value Excluding Vat. to be transferred to the pricing page in			

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PART 3 – SPECIFICATION

1. SPECIFICATION:

1.1 Transnet Freight Rail's requirements for unit type air-conditioning units

Equipment offered must comply fully with S.A.B.S. 1125: Specification for room type air-conditioners.

Where equipment offered complies with another recognised standard but does not comply with S.A.B.S. 1125, such equipment will be considered at the discretion of the Technical Officer.

1.2 Removal of existing unit's

Disconnect the power cable from the isolator.

Remove the old air-conditioning unit's and all associated equipment.

Make good all holes in the walls strictly in accordance with the specification below.

The old units must be delivered to Transnet's scrapping yard in the Transwerk area in Edwin Swales Drive, Durban for scraping. Contractor is required to contact Mr. P. de Waal Tel: (031) 361-5438 to if directions to scrapping yard are required.

1.3 New air-conditioning units to be sized as follows

As per main tender specification

Contractor must include for the complete installation of power supply for the new air-conditioning units including wiring of power points to Distribution Board, weather proof isolator box surface mount, isolator 30A fitted inside isolator box, all wiring and tubing to the distribution board, a curve 1 MCB (orange toggle) and compliance certificate complete installation.

The cooling capacity of the units installed must not be less than that specified above.

The units must be of the inverter energy saving type air-conditioning units and be heating and cooling.

The installations include for all building work as per specifications below. All holes in wall must be bricked up as per specifications below.

1.4 Inverter type Energy Saving Air-conditioning Units.

The air-conditioning unit must be of the inverter type and must be at least 40% more energy efficient than conventional type air-conditioning units.

The units must be installed strictly in accordance with all the clauses in the specification below.

The air-conditioning unit must operate at a steady temperature fluctuation, as soon as the desired temperature is reached it must finely adjust to cope with any changes resulting in less temperature fluctuations.

The air-conditioning unit must be able to reach the desired air temperature at least 15% faster for cooling and 50% faster for heating.

After reaching the desired set temperature the air-conditioning unit must change its mode to economic mode, by avoiding inefficient and frequent switching of the compressor.

The air-conditioning unit must be able to provide sufficient cooling even with outside temperatures of up to 50°C and to provide sufficient heating with outside temperatures of as low as -20°C.

The evaporator coil and filter must be able to trap microscopic dust particles, be able to kill fungi and to remove unpleasant odours.

1.5 Installation of new units

Window / wall and console type units

If the unit is installed in the wall cut a hole in the wall just large enough to fit the new air-conditioning units.

Care must be taken to minimise the spread of dust in the offices when cutting the hole in the wall. All dust created must be cleaned up before leaving site.

A wooden architrave must be installed around each unit on the inner and outer walls. All wooden architrave's must be varnished with an approved weather and UV resistant varnish. Type of varnish to be approved by the technical officer.

If unit is installed in the window the window frame must be altered in such a way as to prevent vibration. If existing windows have burglar proofing, the tenderer must allow for the securing of the unit with an anti theft hot dip galvanised bracket.

Console type units

Floor mounted or console type units must be installed in an approved wooden, cement or metal lined aperture in the wall.

Exterior grilles for console type units must be permanently fixed to the wall and be constructed of heavy gauge extruded aluminium or other type of non-ferrous material.

Split type units

All condensing units must be installed on hot dip galvanised brackets at least 500mm off the floor surface, unless instructed by the Technical Officer to install the unit differently. Unit must be adequately secured to the brackets with vibration pads.

Threads of all bolts used in mounting the condensing unit must be coated with copper or silver grease.

Only copper pipe approved for air-conditioning work must be used i.e. dehydrated hard drawn copper tubing. All joints must be sweated in the

approved manner using an approved soldering medium. Joints must be kept to a minimum.

All suction line piping between the evaporator and the condensing units must be lagged with armour- flex or an equal and approved product.

All piping and cabling must be adequately supported by means of galvanised or non-ferrous screws and saddles. All inside pipe and cable work must be installed inside trunking. Trunking must be installed at an angle of not less than 10 degrees to allow for good drainage condensate water. All visible outside piping, and electrical cables, to be installed in white PVC trunking.

All electrical cables in ceiling between the air-conditioning unit and the distribution board must be installed in conduit.

General

Filters must be provided with the unit. Filters must be easily removable and be of the permanent washable type. The evaporator coil and filter must be able to trap microscopic dust particles, be able to kill fungi and to remove unpleasant odours.

The contractor must ensure that the installation is completely weather proof. No rain or wind must be allowed to enter the room causing discomfort or flooding.

The contractor must ensure that moisture collected by the unit is adequately disposed of to the nearest drain point using an adequately sized heavy-duty UV resistant white PVC pipe adequately saddled to the wall with heavy duty white PVC saddles.

1.6 Brickwork

Make good all surfaces where old unit was removed.

Close up all small holes in the walls with cement filler.

All large holes in the wall must be bricked up. If the wall surface is face brick the bricks used to brick up the hole must match the existing type, colour and design of brick as close as is possible. All existing surfaces that are plastered tenderer must allow for the plastering of the brickwork.

All holes must be touched up, marks and plasterwork must be painted with an approved under coat and topcoat. Colour used for topcoat must match existing paint work as close as possible, unless otherwise stated by the Technical officer at the site meeting.

The type of paint to be used is to be approved by the Technical Officer.

1.7 Electrical work

All air-conditioning units supplied must operate at 240 volts or 380 volts, at 50 Hz.

All electrical work must be included in tender offer.

Where a remotely mounted condensing unit is provided, that part of the equipment which is remotely mounted from the cooling coil must be provided with an adequately rated double pole or three pole isolator either adjacent to or on the remote equipment.

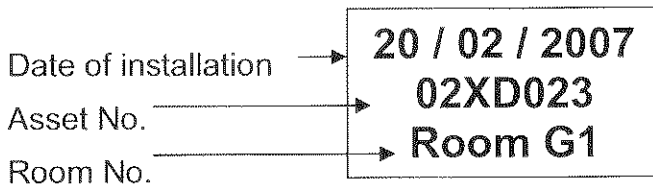
Contractor must insure a registered installation electrician to provide and connect the electricity supply to the isolator feeding the unit. Contractor must connect the new unit to the newly installed isolator.

All electrical work carried out by the contractor must comply fully with **the new Electrical Code of Practice SANS 10142-1 and all subsequent amendment.**

The contractor must supply Transnet Freight Rail's Technical Officer with a compliance certificate for all new and / or altered electrical circuits upon completion of electrical works.

1.8 All Unit type air-conditioning units must be labelled as per example below.

Labels must be stencilled onto the units using a permanent marker and a stencil with lettering of 10mm in size. The position of the label must be confirmed with the Technical officer before stencilling the label on:



An additional company label (sticker) showing a contact number of the Contractor, who installed the air-conditioners, should also be on the unit. That meaning that direct contact can be made with the contractor, should any problems arise during the guarantee period.

All labels on Window / wall units must be secured to the inside unit on the front side of casing so as to be easily visible when the cover is removed and on the front cover so as to be easily visible.

All console units must be labelled on the side of the unit in a clearly visible position so as to be seen without stripping the unit.

All split units and under ceiling units must be labelled on the casing outside and the unit inside in such a way that it will be easily visible without stripping anything.

Inverter type units must also be clearly labelled that they are inverter type units and the type of refrigerant used must also be clearly labelled on the condensing unit visible from the outside of the unit.

1.9 Servicing

All newly installed units must be serviced four times during the 12-month guarantee period, this cost must be included in the installation pricing on the bill of quantities document. The units must be serviced according to the attached service schedule.

The attached service report must be supplied to the Transnet Freight Rail's technical officer at the end of the guarantee period. Until this document is received the unit will still be considered as been under guarantee, even after the 12-month period is up.

1.10 Literature

Contractor must provide pamphlets describing the units offered.

The contractor must supply Transnet Freight Rail full operating and maintenance instruction booklets as part of the contract.

1.11 Prefabrication and ordering of components

Prefabrication of replacement components and the ordering of the filler pack must be done timely to minimise down time.

1.12 Reporting

Any item found not to be serviceable that is not covered in the above specification is to be reported to Transnet Freight Rail's Technical Officer.

1.13 Commissioning

Upon completion of the works the Contractor shall test, commission and hand over the completed works to Transnet Freight Rail's Technical Officer.

Schedule No. RU01.06			Maintenance Schedule for Room Units: Window, Console, Under ceiling, Mid Wall and Cassette Units.	
Item	Reference	Trade	Description of task	
			Frequency: 120 days	Time: hrs
B1		T/H	Inspect the evaporator coil for dirt, if dirty clean with a environmentally friendly chemical. Clean and / or replace filter. Inspect filter frame and front grill for air by-pass.	
B2		T/H	Inspect unit for functionality. Test operation of cooling and heating cycles or functions. If of the heat pump type of unit check 3-way valve operation.	
B3		T/H	Inspect condenser / condensing unit if of the split type of unit. Inspect condenser coil for dirt, if dirty clean with a environmentally friendly chemical. Check condenser fan and fan impellers for functionality.	
B4		T/H	Inspect unit for any vibration, loose bolts, nuts, any wear and fatigued on parts.	
B5		T/H	Inspect all bearings and bushes on all motors. Lubricate all motor bearings / bushes as prescribed by the manufacturer.	
B6		T/H	Inspect all fan motor impellers for any wear, vibration and corrosion. If any corrosion, strip sand down and clean. Apply anti rust treatment and repaint.	
B7		T/H	Inspect unit (indoor and outdoor) for any condensation water build-up and blocked drains. If any clean out drip trays and drain pipes. Check for organic growth, if any treat with chemicals. Check condensation lift pump for functionality.	
B8		T/H	Inspect and test unit for any refrigerant leaks. If any report to Spoorinet in writing.	
B9		Technician	INSPECT AND CHECK COMPLETE UNIT ELECTRICALLY FOR ANY DEFECTS AND LOOSE CONNECTIONS.	
B10		T/H	Inspect all fan impellers for any dirt and debris build-up. If any remove unit and clean.	
B11		Technician	Calibrate and set all controls as per manufacturers design conditions.	
B12		Technician	Inspect unit (indoor and outdoor) frame and outer box for any corrosion, wear, fatigue. If any strip sand down and clean. Apply anti rust treatment and repaint.	

NB Tenderer must report any defects in writing on service report, which must be handed in with invoice.

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PART 3B – SCHEDULE OF QUANTITIES

This schedule of quantities is included in this document to cover any repairs Transnet approves that is not covered in the above specifications.

Item No.	<u>Description</u>		Total Price
	Pricing to be used for any minor repairs required to be carried out during the contract period.		
1.0	Normal working hours (Monday to Friday from 07H00 to 16H30)		
1.1	Labour Rate	Per hour	
2.0	After hours (Monday to Friday)		
2.1	Labour Rate	Per hour	
3.0	Travelling expenses		
3.1	Within a 50km radius	Per km	R0.00
3.2	Above a 50km radius	Per km	
4.0	Material mark-up	%	
	<u>The above values must not be included or add into pricing transferred to pricing page</u>		

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PART 3B – SCHEDULE OF QUANTITIES

This schedule of quantities is included in this document to cover any repairs **Transnet Freight Rail** approves that is not covered in the above specifications.

Item No.	Description		Total Price
	Pricing to be used for any minor repairs required to be carried out during the contract period.		
1.0	Normal working hours (Monday to Friday from 07H00 to 16H30)		
1.1	Labour Rate	Per hour	
2.0	After hours (Monday to Friday)		
2.1	Labour Rate	Per hour	
3.0	Material mark-up	%	

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PART 3C – SCHEDULE OF QUANTITIES

<u>Make of unit offered</u>	<u>Guarantee period</u>	<u>Are spare's and technical back up service available locally Yes / No</u>

SCOPE OF WORK

FOR

**PREVENTATIVE, CORRECTIVE AND EMERGENCY
MAINTENANCE OF THE HEATING, VENTILATION
AND AIR –CONDITIONING SYSTEM**

SCOPE OF WORK

1. DEFINITIONS:

In this Scope of Work:-

- 1.1 “**access-delayed time**” means the time taken from arrival on the Affected Property by the Contractor, his sub-contractor or specialist-contractor and requesting access to the Affected Property from the Employer or his Tenant until the time access is given.
- 1.2 “**breakdown**” means a specific type of failure, where an item of the Installation or equipment is completely unable to function.
- 1.3 “**building- / centre manager**” means any person appointed by the portfolio manager from time to time as building- / centre manager responsible for the management of the Affected Property.
- 1.4 “**call-out**” means an Installation or related failure, requiring the Contractor to visit the site outside of the scheduled maintenance period.
- 1.5 “**chargeable items**” mean the cost of replacement components or repairs required to maintain a reliable and safe Installation and which are not covered under this Contract.
- 1.6 “**corrective maintenance (CM)**” means any maintenance activity which is required to correct a failure that has occurred or is in the process of occurring. This activity may consist of repair, restoration or replacement of components.
- 1.7 “**documentation**” means and includes any drawings, diagrams, calculations, designs and documents which are to be supplied to the Employer by the Contractor in terms of this Contract, together with any modifications to such documents as may from time to time be approved in writing by the Employer.
- 1.8 “**downtime**” the time that an item of equipment is out of service, as a result of equipment failure. The time that an item of equipment is available, but not utilized is generally not included in the calculation of downtime.
- 1.9 “**drawings / diagrams**” means drawings / diagrams referred to in the Specification and any modification of such drawings / diagrams approved in writing by the Employer and such other drawings / diagrams as from time to time may be furnished or approved in writing by the Employer.
- 1.10 “**emergency maintenance (EM)**” means maintenance work carried out in order to avert an immediate safety or environmental hazard, or to correct a failure with significant economic impact. This will be a danger to people, damage to property or the Affected Property.
- 1.11 “**installation**” means complete Heating, Ventilation and Air Conditioning Installations on / in the Affected Property.
- 1.12 “**licences**” means the licences used / issued or deemed to be issued to the Service Provider from time to time in terms of applicable Act(s).

- 1.13 “**maintenance**” or “**check**” shall mean the efficient and effective examination, inspection, recording, deduction or calculation, service, repair and or replacement of components and parts of a unit / system / installation so that the unit / system / installation complies with the manufacturers, design and commissioning operational specifications and statutory / Employer requirements. This includes the cleaning, removal of components and waste, correct adjustment and setting, tightening, testing, fixing, refill, lubrication, balancing, rust prevention and touch up paint of the unit / system / installation.
- 1.14 “**normal working-hours**” means the office hours, this will be **07h30 to 16h00** Monday to Friday excluding Public Holidays in South Africa.
- 1.15 “**person**” includes, a natural person, a partnership, a business trust, a foundation, any company or close corporation incorporated or registered in terms of any law, and other body of persons corporate or unincorporated.
- 1.16 “**portfolio manager**” means any manager appointed by the Employer from time to time as portfolio manager responsible for the management of the area where the Service is to be provided.
- 1.17 “**preventative maintenance (PM)**” means the maintenance carried out at pre-determined intervals or corresponding to a condition of potential failure condition and intended to reduce the probability of failure or the performance degradation of an Installation or Equipment.
- 1.18 “**property**” means any movable, immovable or intellectual property or any right to such property.
- 1.19 “**repair**” means put into good condition after damage or wear, any component that forms part of the Installation or Equipment.
- 1.20 “**routine maintenance (RM)**” any maintenance task that is performed at a regular, predefined interval.
- 1.21 “**scheduled maintenance (SM)**” means the systematic inspection, cleaning, making of minor adjustments, testing, calibrating, measuring and recording, replacing of minor parts, and any other similar measures necessary to prevent deterioration, to assure reliability and availability.
- 1.22 “**scope of work**” will bear the same meaning as Service Information.
- 1.23 “**services**” means the work, functions, tasks, services, and / or goods to be performed, rendered and or supplied by the Contractor, including any subsequent variations or changes to such work, functions, tasks, services, or goods as may be agreed in terms of this Scope of Work.
- 1.24 “**sensitive security area**” refers to computer centres, personnel records, cashiers, archives, top management office areas and all other areas indicated to the Contractor.
- 1.25 “**shutdown maintenance**” means maintenance that can only be performed while equipment is shutdown (equipment is turned off).
- 1.26 “**site**” means any site, place regardless of whether it is or form part of any temporary or permanent structure, building which is the property of, or is

occupied or used by, or is under the control and / or management of the Employee.(TSC3 refers to as “Affected Property”)

- 1.27 “**specifications**” the document to which is referred in this Scope of Work, in which the method and standards applicable to the rendering of the Service, as well as the materials to be provided and used, are described.
- 1.28 “**supervision**” means any person appointed by the Contractor from time to time to be on-site and responsible for the management of the Contractors staff and Service provided in terms of this Scope of Work.
- 1.29 “**technical information**” means and includes all information provided in the Specification, together with all drawings, diagrams, calculations, designs, Specification and other pertinent documents as may from time to time be furnished in writing by the Employer to the Contractor in connection with the Contractor's Services.
- 1.30 “**tenant**” means any Person with his staff, client's and service providers with whom the Employer has entered into a lease agreement for the whole or a portion of the Site.
- 1.31 “**tenant installation**” means all services, equipment and or installations paid for and owned by Other and not specifically describe as part of this Contract.
- 1.32 “**Transnet properties**” means – Transnet Ltd trading as Transnet properties, a public company duly incorporated in accordance with the laws of South Africa with registration number 1990/000900/06, duly represented herein by the Chief Executive Officer and or his duly appointed delegate, who warrants that he is duly authorised hereto;
- 1.33 Expressions defined in this Scope of Work shall bear the same meanings in the specifications, schedule or annexure to this Scope of Work which do not themselves contain their own definitions;
- 1.34 Schedules and/or annexures to this Scope of Work shall be deemed to be incorporated into and form part of this Scope of Work and as such each reference herein to “the Scope of Work” shall be deemed to include a reference to all such schedules and/or annexures;

2. **PREAMBLE.**

- 2.1 WHEREAS The Employer is desirous that its Employees, Tenants and Others should receive the Services so as to ensure that the Installation/s in or on the Site / Affected Property will comply with all related standards through the conclusion of this Term Service Contract with the Contractor.
- 2.2 The Scope of Work to be performed under this Contract shall be the Preventative, Corrective and Emergency Maintenance of the Heating, Ventilation and Air-conditioning System compromising the equipment listed in the Inventory List (Annexure “2”) together with all ancillary equipment and measurements necessary for the safe and efficient operation of the Installation. This shall include piping, controls, instruments, safety devices, fire control and pressure regulating dampers, air distribution equipment and electrical switchboards specifically for these systems including all wiring and switchgear

on the load side of the main incoming isolators. Including minor new works. Therefore the following is agreed between the Contractor and the Employer.

- 2.3 Existing contracts may run on the Affected Property as provided for in this Contract therefore the Employer reserves the rights to exclude any such items upon appointment of the Contractor. After termination of these existing contracts these items will be re-introduced and will form part of this Contract.

3. DESCRIPTION OF THE SERVICES.

- 3.1 This Service covers the preventative, corrective and emergency maintenance, replacement of faulty / worn out components and adjustments, all *in situ* and on a planned basis for the Heating, Ventilation and Air Conditioning System in the Affected Property (indicated in Annexure "1") as describe in the applicable Activity Schedules, Annexure's and any other documents attached to this Scope of Work, or any other work arising out of or incidental to the above or required of the Contractor for the proper completion of the Service in accordance to the true meaning and intent of this Contract.
- 3.2 For further detail of the Service that shall be provided by the Contractor are specified in Annexure "A".
- 3.3 The Installation shall at all times comply with provisions of all Laws, Provincial Ordinances, Local Authority Bylaws and all relevant Regulations applicable to the Installation.
- 3.4 Checks / maintenance / inspection / tests etc. will also include those specified by the supplier or manufacturer of the components of the Installation. The Contractor shall be responsible to include these in the applicable Activity Schedule attached hereto.
- 3.5 The Contractor shall use a set of applicable Activity Schedules per Affected Property that will be neatly bound to serve as a plant / logbooks of the Installation of the particular Affected Property.
- 3.6 The Contractor shall maintain the plant and other logbooks of the Installation that are kept on the Affected Property which contains such data and information that is required. After each service, repair or call-out; he shall enter, sign and date remarks in the plant and other logbooks and provide copies to the Service Manager (Building- / Centre Manager). Failing to provide the Service Manager (Building- / Centre Manager) with the relevant documents / copies, the Installation will be seen as not being serviced and an amount will be deducted from the Contractor's monthly invoice. Refer to Contract Data (Part one) service level table.
- 3.7 The Contractor shall at all times upon arrival on the Affected Property for each inspection / service or call-out, report to the Service Manager (Building- / Centre Manager) or such nominated representative, in order to ascertain the reason for the call-out, and / or to obtain information with regard to any

problems with the Service and or Installation on the Affected Property. Failing to report to the Service Manager (Building- / Centre Manager), the Installation will be seen as not being serviced and an amount will be deducted from the Contractor's monthly invoice. Refer to Contract Data (Part one) service level table.

- 3.8 The Contractor shall take adequate precaution against damage to the Affected Property, Installation, Equipment and protect the public, the property of the public and the property and workmen of the Employer and all other persons, from injury or damage during the course of the Service. The Contractor or any of its employees, sub-contractors or agents will be held responsible for any damage to the Affected Property or the contents thereof or for indirect loss, caused by him, either as a result of his actions or failure to act, whether it was done during the normal performance of their duties or not, and a claim for damages may be instituted against the Contractor accordingly.
- 3.9 The Contractor shall ensure that at all times there is sufficient suitably qualified and experienced staff to supervise all work done by the Contractor.
- 3.10 The Contractor shall maintain all plant rooms and or service ducts in a clean, neat and tidy condition and remove all debris and surplus materials from the Affected Property.
- 3.11 The Contractor shall be entitled to use such supplies of electricity and water as may be available on the Site / Affected Property for the purpose of the Service, and at his own expense shall provide any apparatus necessary for such use.
- 3.12 The Employer, at the request of the Contractor, shall arrange for necessary shutdowns of services and equipment to facilitate the execution of the Service wherever possible during normal working hours.
- 3.13 Any disruptions which are deemed to be beyond the Contractor's control and which result in the Contractor's workmen having to leave the Site / Affected Property, or due to water or electricity cuts, shall be logged in the applicable report book.
- 3.14 Notwithstanding anything expressed or implied to the contrary in this Scope of Work, the Contractor, shall plan and execute the Service in this Contract in such a way with sufficient spares and materials available and with sufficient staff employed on Site / Affected Property that, subject to proper operation of the Installation by the Employer and or his Tenants, the downtime of the various pieces of equipment of the Installations will be limited to a reasonable time period comparable with the item of equipment being maintained.
- 3.15 The working of overtime is not intended under this Contract, and no overtime will be paid in respect of normal Service. Overtime will only be entertained in cases of emergencies where breakdowns occur to essential services. Should an emergency arise, or where it is deemed necessary in the interests of the Employer, specific authority for such overtime must be obtained.

- 3.16 Planning of all normal routine and annual services must ensure that there will be a minimum interruption to the conditions provided by the Installation and the Price List / Rates shall include for the cost of performing service activities requiring prolonged plant shutdown outside of normal working hours.

4. **EMERGENCY CALL OUT SERVICE AND DOWNTIME OF EQUIPMENT.**

- 4.1 The Contractor shall for the period of this Contract provide and maintain an 24-7 emergency call-out service, enabling a qualified technician (competent person) being called upon by the Service Manager (Building- / Centre Manager) to undertake any repeating or emergency service within the time as shown:

- 4.2 Emergency service may be executed without receipt of an official order number and solely on the request from the Employer. The Contractor must however ensure that the official from the Employer signs the job card. The Contractor must also ensure that he obtains an official order number from the Employer the following working day.

- 4.3 Only breakdowns which affect public health or the operation and safety of sensitive equipment, shall be treated as emergency repairs. Breakdowns involving personal comfort shall not be considered as emergency repairs unless authorized by Employer.

- 4.4 The response time for call-outs (i.e. from the Contractor's receipt of an official request, to his attendance on Site / Affected Property) shall be as follow:

4.4.1 Emergency call-outs shall not exceed one (1) hour.

4.4.2 Normal breakdown calls shall not exceed four (4) hours.

4.4.3 Repairs to Air-cooled Chilled Water Chillers and water pumps:

Minor failures / problems, (such as external repairs to the chillers or pump-sets not requiring stripping or replacement of components readily available) will not exceed four (4) hours.

Major failures / problems, mechanical failures, requiring stripping and rebuilding or machining will not exceed five (5) days.

Repairs to chilled water pipe water leaks 1 day

- 4.5 Allowed downtimes for the equipment on / in other Sites / Affected Properties shall be as follow:

4.5.1 Repairs to Console, Split, window etc. units will not exceed one (1) day.

- 4.6 Should repairs not be possible within the downtime as indicated in Clause 4.4 or 4.5 above it will be the responsibility of the Contractor to obtain extension of time. The request must describe the breakdown, the cause of it, and state clearly all the reasons for the extension and the actual extension required in regard to the repair.
- 4.7 No extra payment will be made for the standby service availability and attendance to breakdowns or other emergencies whether or not during or after normal working hours and the costs there of shall be included in the Price list / Rates.
- 4.8 Call-outs that resulted from breakdowns shall be analysed by the Contractor on a monthly basis and relevant action shall be taken. The fault analysis (call-out rate) shall be compiled by the Contractor and shall be recorded, this history shall be kept for at least three (3) years.
- 4.9 Failure of the Contractor to meet the response-time or downtimes under normal circumstances may indicate the Contractor's inability to provide the required Service and may invoke termination of this Contract.
- 4.10 The Contractor shall ensure that Service Manager (Building- / Centre manager) is at all times be in possession of such telephone numbers and contact addresses as may be necessary to enable Employer to make emergency calls / call-outs.

5. TASK ORDER.

- 5.1 The Contractor shall in the event of repairs to or replacements of components of the Installations, or of replacements of the Installations themselves, other than repairs or replacements listed in Annexure "3 and 4" becoming necessary, submit a detailed quotation for such additional work to the Service Manager (Building- / Centre manager) and obtain approval from the Employer before attending to the additional repairs or replacements.
- 5.2 Should the Contractor in the course of performance of the Service become aware of the necessity for any emergency repair, such emergency will forthwith be reported to the Service Manager (Building- / Centre Manager) for further instructions, provided that nothing herein contained will preclude the Contractor or relieve the Contractor from the obligation of taking all such immediate and reasonable steps as may in the circumstances be necessary for the proper maintenance, upkeep, preservation of the Installations and the safety of the user(s). The Contractor shall at all times, follow and implement the specified and mandatory safety procedures.
- 5.3 The Contractor will not be entitled to preferential consideration in respect of new work in or on the Affected Property or Installation. The Employer reserves the right to employ other contractors on an open tender base where the maintenance or new works are done on a project base and not be a Term Service Contract.

- 5.4 The Employer reserves the right to execute any maintenance or repair work cover under this Contract with his own employees. Referring to Clause 15.9
- 5.5 Should it be required to affect additional work during a Service Visit, such additional work will be identified and cost in terms of Annexure "3 to 5" of this Scope of Work.
- 5.6 All work carried out on Site is detailed in the Activity Schedules, any additional work required beyond the scope of this Contract is to be noted as a quotation. Quotations for the additional work are to be received by the Employer within a mutually agreed time period.
- 5.7 No work other than that describe in the Activity Schedules will be done by the Contractor without a Task Order (official order number) issued to the Contractor by the Service Manager (Building- / Centre Manager). This Task Order (order number) will refer to a complaint number and details regarding the work that must be attended to by the Contractor in writing.
- 5.8 The Contractor must provide his job cards specifying detail of repairs, this Task Order (official order number(s)) and breakdown of cost into labour and material (for non-Activity Schedule work) and signed off by the Service Manager (Building- / Centre Manager). In addition to the original completed job card submitted with his account / invoice, the Contractor must submit a copy of the job card to the Service Manager (Building- / Centre Manager) for audit purposes and retain a third copy for his official records.

6. CONTRACTORS PLAN (Maintenance plan).

- 6.1 Within two (2) weeks of notification of acceptance of the tender, the Contractor shall submit to the Employer for his approval and acceptance a schedule of dates for the first twelve (12) months period of this Contract of when the Service will take place. These dates (program) will remain fixed throughout the twelve (12) months period and must at all times be adhered to. Ninety (90) days before the end of the first twelve (12) months the Contractor will provide the Employer with a program for the second twelve (12) months period for acceptance. No deviation from programmed dates will be allowed once agreed between Employer and the Contractor. The first payment certificate will not be passed for payment until this program has been lodged and approved by the Employer.
- 6.2 Acceptance of the Contractors Plan by Employer shall not limit in any way the Contractor's responsibility to undertake whatever Service that is required during the Contract period to ensure safe operation of the Installation. The Plan shall be structured and implemented so as to ensure a maximum Installation operation and the minimise downtime.
- 6.3 Employer may order alterations, extras, additions to or omissions from the Services however it will not be of any force or effect unless reduced to writing. The Contractor shall carry out or give effect to such orders from Employer. The

rates for such work shall be agreed between the Contractor and Employer, where rates are not quoted for in the Price List / Rates.

7. PLANT AND MATERIAL.

- 7.1 The Employer reserves the right to obtain his own supplier/s quotations for the same (quality, standard etc. included) material used by the Contractor. The Contractor shall take into account lowest price quotation and availability plus Fee for costing the work.
- 7.2 The Employer may supply Plant and Material for the Service on a free issue basis which means that the Fee will not be applicable on these items. Should the Employer provide or make available any Plant and Material, the Contractor shall be responsible for proper and economical transport, storage and use thereof. The cost of any loss or damage to the Employer's plant and material other than through normal wear and tear, and any uneconomical use or loss of Plant and Material provided by the Employer, will be recovered from the Contractor.
- 7.3 Only Plant and Material of the best quality and approved by SABS and / or satisfying the manufacturer's requirements are to be used in the execution of the Service and the Service is to be performed in a proper workmanlike manner to the full satisfaction of the Employer or any statutory institution.
- 7.4 Replacement parts, Plant and Materials used must meet the original manufacture's requirements. Only parts that are correctly designed, manufactured and suitable in all respects shall be used. Any alternative replacement needs to be approved by the Employer and conform to SANS specifications and must where possible carry an appropriate mark of approval.
- 7.5 The Contractor shall provide and keep or have access to a national or international inventory of all wearing parts in respect of the Installation. The Employer reserves the right to inspect the spares inventory at any time during the term of this Contract.
- 7.6 No existing equipment, apparatus, appliance or parts of the Installation will be replaced, re-sited, refurbished or be declared redundant without the written consent of the Employer. Replaced or redundant parts remain the property of the Employer and shall be delivered to the Employer to be scrapped where after the Contractor will remove it unless otherwise decided by the Employer.
- 7.7 Risk of loss of, or damage to any goods supplied shall remain with the Contractor until such goods supplied have been installed by the Contractor, approved and taken over by the Service Manager.
- 7.8 Where the Price (material or labour, or material and labour) is not stipulated in this Scope of Work the cost will be based on a fixed labour price "Annexure 5" (during normal working hours) plus material content (excluding that in Clause

7) based on proven cost (Supplier/s quotations with deductions for all discounts, rebates and taxes which can be recovered) plus a percentage fee "Annexure 5".

- 7.9 The Contractor undertakes to renew the guarantees of any item in whole or in part which may become defective or faulty during the guarantee period and extend the guarantee for a further term related to the original guarantee. Any such item shall be repaired, replaced or re-instated by the Contractor free of charge to the Employer. Should any item forming part of the Installation and which has been repaired, overhauled, refurbished, serviced or worked on by the Contractor in terms of this Contract, become defective or faulty, during guarantee period (a reasonable time) such items shall be repaired, replaced or re-instated by the Contractor free of charge.
- 7.10 No Plant and Material shall be shipped or delivered to Site / Affected Property until permission has been obtained by the Contractor from the Employer that these may be delivered. The Contractor shall be responsible for the reception at the Site / Affected Property of all plant and Contractor's equipment delivered for the purpose of this Contract.
- 7.11 Except where specifically stated otherwise, the transport to, off-loading, positioning, stacking and storing on the Site / Affected Property of all plant, material, machinery etc. used in connection with the Works by the Contractor shall be the responsibility of the Contractor, including all necessary supervision, labour and equipment for this purpose, and the cost thereof shall be included in the Price List (Rates).
- 7.12 All Plant and Material stored on Site / Affected Property must be suitably protected and secured against deterioration through any cause whatsoever, including damage or loss by theft or otherwise. The Contractor shall remain fully responsible for all material and plant etc. until the completed Works are handed over to, or have been officially accepted by the Employer.
- 7.13 The Contractor shall cede to the Employer any suppliers or factory guarantees of repaired or replaced components and ensure that such guarantees are not jeopardized in any way. All workmanship and repairs shall be guaranteed for twelve (12) months and so stated on all invoices (failure to do so will delay payment).
- 7.14 All plant, parts, machinery etc., removed from Site / Affected Property for repair purposes shall be signed for by the Contractor it is removed from the Site. The appropriate receipt form (model number, serial number, part etc.) shall be in duplicate form and available for inspection at any time at either the Service Manager (Building / Centre Manager) or called for from the Contractor.

8. EQUIPMENT.

- 8.1 The Contractor shall be responsible for the provision of all Equipment that might be needed in order to render an efficient Service this will include but not

be limited to ladders, scaffolding or specialised tools, at his own cost and included in the Price List (Rates). The Employer will not pay for form-work / scaffolding.

- 8.2 The Contractor shall be responsible for the provisioning of all material, products, consumables (disposable materials, grease, oils, hacksaw blades, welding rods (all forms of welding), insulation tape required, cleaning materials, touch-up paint and anti-corrosive materials), replacement of nuts, bolts, washers, self-tapping screws etc. plus equipment that might be needed in order to render an efficient Service at his own cost and included in the Price List (Rates). The Employer reserves the right to approve or disapprove these material / products and Equipment.
- 8.3 Only lubricants that comply with the original manufacturer's requirements shall be used.
- 8.4 The Employer reserves the right to take samples of any consumables and or material supplied by the Contractor for analysis if deemed necessary.
- 8.5 The Contractor shall be fully responsible for all arrangements for the safe storage of his tools, materials and vehicles.
- 8.6 No Equipment shall be shipped or delivered to Site / Affected Property until permission has been obtained by the Contractor from the Employer that these may be delivered. The Contractor shall be responsible for the reception at the Site / Affected Property of all Equipment delivered for the purpose of the Contract.

9. DRAWINGS AND DIAGRAMS

- 9.1 Drawings means all the drawings / diagrams referred to in this Scope of Work provided by the Employer and furnished to the Contractor, or submitted by the Contractor and approved in writing by the Employer, any revisions of such drawings / diagrams and any such other drawings / diagrams as may from time to time be furnished or approved by the Employer.
- 9.2 The Employer shall permit the Contractor access to relevant drawings and records relating to the Works, where these are available.
- 9.3 The drawings / diagrams will remain in the sole custody of the Employer. Two copies thereof will be furnished to the Contractor free of cost, but any further copies shall be paid for by the Contractor. The Contractor shall give reasonable notice in writing to the Service Manager of any further drawing / diagrams or specification that may be required for the execution of the Service.

- 9.4 One copy of the drawings / diagrams furnished to the Contractor as aforesaid shall be kept by the Contractor on the Affected Property, and shall at all reasonable times be available for inspection and use by the Employer or any other authorised person.
- 9.5 The Contractor shall timeously and carefully examine all drawings and shall immediately notify the Service Manager in writing of any error, inaccuracy, discrepancy or inconsistency detected by him, or raise an objection thereto in order that it may be rectified or decided upon without disruption or delays to the progress of the Service.
- 9.6 Where the design of an installation or part thereof is done by the Contractor or third party he shall, unless otherwise directed, submit electronic copies (Auto-Cad), of all plans or drawings of such installation to the Employer whose written approval must be obtained before the Service concerned is commenced.
- 9.7 The Contractor hereby grants to the Employer a non-exclusive license, in accordance with the provisions of section 22 of the Copyright Act, 1978 –
- (i) to copy any plan, diagram, drawing, specification, bill of quantities, design calculation or other similar document made by the Contractor, other than under the direction or control of the Employer, in connection with the Service;
 - (ii) to make free and unrestricted use thereof for its own purposes;
 - (iii) to provide copies thereof to consultants to be used by them for consultations and consulting services to the Employer;
 - (iv) to provide other parties with copies thereof where tenders are invited by the Employer.
- 9.8 Such non-exclusive license shall apply *mutatis mutandis* to any plan, diagram, drawing, specification, bill, design calculation or other similar document made, other than under the direction or control of the Employer, by any sub-contractor of the Contractor.
- 9.9 The Employer shall make no separate or extra payment in respect of any non-exclusive license granted in terms hereof.
- 9.10 Where the Service requires from the Contractor to provide the Employer with detail design, drawings and or diagrams of an existing or new installation that drawing and or diagrams will comply with Clauses 9.6 to 9.9 of this Scope of Work.

10. DOCUMENTATION.

- 10.1 The Employer will provide the Contractor at the appropriate times with the Technical Information necessary to enable the Contractor to complete the

Services in accordance with the agreed programme and schedules. All Technical Information shall be and remains the property of the Employer and on demand and on termination of the Contract shall be returned to the Employer.

- 10.2 During the progress of the Services / Task and prior to their completion, the Contractor will submit to the Employer any Documentation as requiring submission to the Employer prior to completion of the Contract / Task.
- 10.3 If it is agreed between the Employer and the Contractor that modifications to any such Documentation are necessary, then such modifications shall be incorporated in the relevant Documentation by the Contractor and the Documentation, thus modified will be re-submitted to the Employer prior to the completion of the Contract / Task.
- 10.4 Where applicable, the Documentation to be supplied to the Employer in terms of this Contract will include updated copies of the Documentation, duly modified where necessary to cover the Contractor's Services.
- 10.5 The Employer may from time to time during the progress of the Contract instruct the Contractor to submit for approval, perusal or prior to the completion of the Contract / Task such additional Documentation as the Employer may require.
- 10.6 The times for submission of the Documentation shall be as stipulated in the Scope of Works or where not so stipulated, then on dates to be mutually agreed between the Employer and the Contractor, but generally as soon as possible after such Documentation is completed by the Contractor.
- 10.7 The Contractor will maintain an up-to-date schedule of all Documentation showing the date of all such Documentation, which schedule shall be supplied to the Employer by the Contractor at agreed intervals.
- 10.8 The Employer will have the right at all reasonable times to inspect the Documentation at the affected property of the Contractor or any Sub-contractor.
- 10.9 All Documentation shall become and remain the property of the Employer. Title to all information, know how, inventions and improvements disclosed to the Employer by the Contractor under the Contract will become the property of the Employer.
- 10.10 Approval given by the Employer shall not relieve the Contractor from responsibility for due performance of this Contract and adherence to Technical Information provided by the Employer. The Contractor shall protect and save harmless the Employer and Employer's employees against all losses, expenses, demands, errors or omissions, including faulty design and / or detailing of the Contractor, its sub-contractors, agents or employees in the provision of any Documentation under the terms of the Contract. To this end, it shall be the Contractor's responsibility to arrange professional indemnity cover through an insurance company acceptable to the Employer, the limits of such cover to be determined by the Employer in relation to the Service.
- 10.11 The Contractor shall inform the Employer in writing prior to carrying out of any modification to the existing Installation by the Contractor, even if this

modification may benefit the Installation or if the cost of this modification is for the Contractor's account.

- 10.12 The Contractor shall inform the Employer of all improvements or revisions related to the Installation. These notifications shall take the form of technical notices or sales releases under a covering letter from the Contractor.
- 10.13 The Contractor shall on a monthly base provide the Employer with all record related to this Contract / Service (also referring to Clause 24 of this Scope of Work).

12. SAFETY

- 12.1 The Contractor undertakes to comply with the Employer's safety and emergency measures and procedures on / in the Affected Property.
- 12.2 The Contractor's procedures for the procurement, storage, handling, transporting, application and general use of chemicals shall comply with all applicable legislation. Codes of Practice and Local, Regional or Provincial Authorities.
- 12.3 The Contractor shall not use or keep any poisonous or highly flammable materials on the Affected Property without the approval of the Service Manager (Building- / Centre Manager), for the rendering of the Service or for whatever purpose.
- 12.4 The obligation to take care of and protect the Service and everything connected therewith shall rest solely with the Contractor who shall take all necessary precautions to protect Others, the property of the Others, the property and personnel of the Employer from damage or injury, and to protect adjoining properties from trespass or damage during the Service.
- 12.5 The Contractor shall inform the Employer verbally and in writing and act immediately on any potentially hazard or undesirable situation which may cause harm to persons or which may damage or reduce the life expectancy of the Installation, even if the hazardous or undesirable situation does not form part of the Contractor's responsibilities.
- 12.6 The Contractor may not do or leave or permit anything on the Affected Property that, in the opinion of Service Manager (Building- / Centre Manager), might cause any damage to the property or that might be a nuisance or burden or danger or possible nuisance or burden or danger to any person on / in the Affected Property.
- 12.7 The Contractor will be obliged to display neat warning signs of which the size and design are of such a nature they are easily visible, at all places where the Services are undertaken by the Contractor, and where the rendering of the Services might cause injuries to any person, in order to focus the attention of such person on the Services that are undertaken in that area.

12.7.1 **Special condition:** It is hereby specially stipulated that, during the period of this Contract, the Contractor will be obliged to do everything that might be necessary and practically feasible in order to ensure that all signs, printing, notices or documents that are displayed on / in the Affected Property, will appear in English plus at least one other official language.

12.8 The Employer undertakes not to authorize or allow any person/s other than the Contractor or it's duly authorized employees or agents to carry out any maintenance work on the Installation during the currency of the Contract, unless the prior written consent from the Contractor has been obtained. Should any work be carried out by any other company or person, prior to or during the term of this Contract, the Contractor shall not be liable for any act, occurrence or omission on the part of such company or person/s or equipment supplied. Referring to Clause 8.5.

12.9 The Employer undertakes to notify the Contractor as soon as reasonably practicable of any injury or harm to any person or property resulting from the usage of the Installation and to make available all relevant information pertaining to the incidents.

13. **INSPECTIONS.**

13.1 The Employer or it's duly appointed representative shall retain the right to witness and / or verify the performance of any Service by the Contractor at any time.

13.2 Independent inspections, the Employer shall have the right to authorize the inspection of individual equipment or the Installation using suitably qualified person at any time and the results of such inspections shall be promptly communicated in writing to the Contractor. Should any defects or remedial work be required in terms of this Contract, the Contractor shall expeditiously undertake it within a mutually agreed time period the corrective work. When the Contractor's work has been completed satisfactorily, the Employer or its duly appointed inspector shall be notified in writing. A further follow-up inspection by the Employer or its inspector may be conducted.

13.2.1 Should the follow-up inspection show that the work as agreed and undertaken by the Contractor has not been satisfactorily carried out; the procedure shall be repeated until the established standard of maintenance has been attained. The cost for the follow-up inspection shall be borne by the Contractor

13.2.2 Notwithstanding the Employer's rights in terms of this Contract, the Contractor shall refund the Employer its costs associated with the reapplication where the Contractor has not completed work satisfactorily as agreed.

13.2.3 The independent inspections shall in no way limit the Contractor's responsibility with respect to any obligation or liabilities in terms of this Contract.

13.2.4 The Employer shall arrange for an inspection by an independent inspector four (4) months prior to the termination of this Contract and provide a report to the Contractor within thirty (30) days in order to have items attended to. Payment for the Service shall be withheld until items have been attended to and the inspector has reinspected and verified the outstanding items have been attended to.

14. **MAINTENANCE CO-ORDINATION MEETINGS.**

17.1 The Contractor or its duly authorised representative shall be required to attend regular Maintenance Co-ordination meetings with the Employer or his delegate at the relevant Affected Properties on which Services are provided to discuss the provision of Services, and the Contractor warrants that any representative who attends such Maintenance Co-ordination meetings on its behalf shall be duly authorised to do and to bind the Contractor *a vis* all decisions taken and agreements reached. Minutes and records of such Maintenance Co-ordination meetings shall be the responsibility of the Contractor. Minutes must be made available by the Contractor to Employer within seven (7) working days.

17.2 The Contractor must present a monthly written report on the Services rendered by it, in respect of the Installation. Unless the Employer prescribes otherwise, this report shall include the following:

- Name, address and telephone number of the Contractor.
- Name and address of the Site / Affected Property.
- Date of report and reporting period.
- Detail on the results of each examination, including any faults analysis, modification, replacement and repair work, adjustment and test carried out.
- Results of tests on safety devices.
- Incident events.
- Problems, including administrative problems with the Employer experienced during reporting period.
- Any factors that affect, or may affect, the safety of the Installation, people and equipment.

18. **WARRANTIES.**

18.1 The Contractor hereby expressly warrants that:

18.1.1 It and its employees, agents, and representatives are possessed of all the necessary skills, knowledge and experience *inter alia* to provide, perform, render and or supply the Services.

18.1.2 The Services shall be provided, performed, rendered and supplied with the highest degree of skill, diligence and care.

18.1.3 The Contractor has obtained all necessary authorisations, permissions, clearances and licences which it requires to provide, perform, render and supply the Services, from all of the relevant official, administrative and governmental bodies or authorities;

18.1.4 The Contractor has knowledge and complies and shall at all times comply with all legislation, regulations, by-laws and the like which may impact upon or govern any aspect of this Contract or its performance.

19. COMPLIANCE WITH THE ACT'S.

19.1 The Contractor must, for the duration of this Contract, comply with the terms of any Act of Parliament and with the regulations and rules of any local or other authority with regard to the Service, and he must at all times notify such an authority when notice is required and pay all fees to the authority that are payable with regard to the Service. The Contractor undertakes to indemnify the Employer against all losses, costs, damage or expenses caused by the Contractor's failure to comply with the requirements of any such local legislation or Act of Parliament, regulations and rules. Should such fees not be paid by the Contractor, the Employer may, although it is not obliged to do so, directly make the payment. Such payment and any expenses incurred by directly making the payment and arrangements with regard thereto shall be deducted from the payment due to the Contractor, or it shall be recovered from him.

19.2 The Contractor shall comply with the Occupational Injuries and Diseases Act. (Act 130 of 1993) and any amendments thereof: The Contractor shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.

19.3 The Contractor shall comply with the Occupational Health and Safety Act (Act No. 85 of 1993). The Contractor is, in terms of section 37(2) of the Act deemed to be an employer in his own right with duties as prescribed in the Act and agrees to ensure that all work will be performed or machinery or plant will be used in accordance with the provisions of the Act, that all persons in his employ, other persons at the place of any work performed by him and under his control and other persons who may be directly affected by his activities are not exposed to hazards to their health and safety, with particular reference to both the performance of the Service and the safety of the Installation maintained in terms of this Contract. This Contract and all documents attached or referred to, form an integral part of this Contract and procedures mentioned in the aforementioned section of the Act.

- 19.4 The Contractor shall at his own costs comply with the provisions of all such Laws, Provincial Ordinances, Local Authority Bylaws and all relevant Regulations framed there under which are applicable to the Service to be undertaken.

20.

DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:

The duties and responsibilities of the Contractor shall be as follows:

1. The first inspection of the existing Installation on / in the Affected Properties.
 - 1.1 Check correctness of As-built Installation drawings / diagrams and documentation, where needed update this drawings / diagrams and documentation (within a one (1) month period after being appointed) and thereafter keep it updated for the duration of this Contract. One copy of the drawings / diagrams and documentation (see Clause 12.10 Scope of Work) will be handed over to the Service Manager (Building- / Centre Manager). One copy of the drawings / diagrams and documentation enclosed in plastic protection sleeves shall be located and retained in suitably sized and constructed steel cabinets / enclosures situated in / on the Site / Affected Properties. Any amendments to these wiring diagrams and documentation shall be marked up as a revision and the diagrams / documentation reprinted by the Contractor within a ten (10) days period after such change occurring.
 - 1.2 The Contractor shall examine the Installation in accordance with the manufacturer's maintenance instruction or where such instructions are not available the Contractor shall use his own maintenance instructions that will also include those set out in the attached Activity Schedules to update the relevant Activity Schedules for approval by the Employer. (Please refer to Clause 1.5 below).
 - 1.3 Check correctness of Annexure "2", where needed update this information and thereafter keep it updated for the duration of this Contract. Refer to Clause 3.5 of this Scope of Work.
 - 1.4 Check correctness and or relevance of all Activity Schedules attached to this Scope of Work and where needed provide the Employer with the proposed amendments (Refer to Clause 3.5 of this Scope of Work). The objective is to:
 - 1.4.1 maintain equipment and equipment operation at all times in accordance with the original or revised design specifications / parameters.
 - 1.4.2 replace all parts timeously, thereby limiting the incidence of breakdowns, unplanned maintenance or repair and consequently maintain maximum equipment operation.
 - 1.4.3 ensure that the downtime does not exceed the maximum allowable downtime as specified in Clause 4 of the Scope of Work.

- 1.4.4 No alterations, erasure or addition is to be made in the text and or quantities of the above document without the approval of the Employer. Any alteration, removal or addition made will not be recognised and the original wording and or quantities of the specific document will be adhered to.
 - 1.4.5 The responsibility for accuracy of the text and or quantities written into the above document remains with the Contractor who updates the documents after the first inspection of this Contract.
 - 1.5 Following this inspection, the Contractor shall do the services as prescribe in the Activity Schedules "annual maintenance and service reports" and provide a detailed and fully motivated quotation for work immediately necessary to bring the Installation into a maintainable condition. This quotation shall be submitted to the Employer for his consideration and decision as to the necessity for the work. Failure to comply with this requirement shall imply that the Contractor accepts the Installation as being in sound working order and a satisfactory state of repair at the commencement of his Contract. The quotation must be received within one month of the award of the Contract.
 - 1.6 The Contractor shall complete the attached Technical Data Sheets of the equipment installed in the Installation within a one (1) month period after being appointed and thereafter keep it updated for the duration of this Contract.
2. The Contractor shall on a monthly basis and Contractors approved plan systematically examine and or inspect, the Installation in accordance with all regulations, this Contract, the manufacturer's specification and the Activity Schedules, and perform the necessary adjustments, component replacements, cleaning and lubrication. All lubricants shall be of the proper grade for the purpose used and as specified by the manufacturer, amongst other:-
- 2.1 Check performance of sub-systems and control components against commissioning data and set points and re-commission or recalibrate if necessary.
 - 2.2 Adjust and functionally clean system components.
 - 2.3 Lubricate all moving parts.
 - 2.4 Conduct all necessary tests.
 - 2.5 Expedite work.
 - 2.6 Check and adjust safety devices in accordance with equipment supplier's instructions.
 - 2.7 Clean filters.
 - 2.8 Check and repair refrigerant and water leaks and top up where required. Refrigerant loss due to leaks or malfunction of safety equipment is to be replenished by the Contractor at his cost.

- 2.9 Adjust, maintain and repair all pressure, temperature flow and safety devices (including thermometers and gauges), which control the equipment and indicate the running performance.
- 2.10 Adjust, maintain and repair all pressure control stations, manual Service valves, automatic valves.
- 2.11 Repair all interconnecting pipe work if required such as:
 - Refrigerant piping,
 - Chilled water piping,
 - Condenser water piping,
 - Water make-up piping,
 - Drain piping.
- 2.12 Adjust, maintain and repair all supply and return air grilles and diffusers, fire dampers, opposed blade dampers and damper operators.
- 2.13 Repair all ductwork, sound attenuators and supporting equipment.
- 2.14 Adjust, maintain, repair and replace fuses, circuit breakers, isolators, starter switches, pilot lights, amp and volt meters and electric wiring from main incoming isolator.
- 2.15 Clean all plant rooms.
- 2.16 Touch-up paint on equipment to minimise deterioration and to keep in an acceptable and neat condition.
- 2.17 Furnish a written report following each inspection and / or emergency call, incorporating a description of the malfunction and action taken.
- 2.18 Attend meetings from time to time with the Employer in order to discuss any technical matters and progress that require clarification or action, as and when required by the Employer or his representative.
- 2.19 In the event of repairs or replacements becoming necessary, submit an estimate of the cost of the work concerned to the Employer or his representative and on receipt of instructions to that effect put the work in hand.
- 2.20 In the event of emergency repairs having to be carried out, the need for such repairs shall be reported immediately to the Employer or his representative for further instructions.
- 2.21 Be responsible for making arrangements with the Employer or his representative in charge regarding the availability of the Installation for the purpose of servicing and / or repairs.
- 2.22 Forward copies of the log sheets, complaints received and service sheets on a monthly basis to the Employer or his representative.
- 2.23 Maintain a "normal working hours" breakdown and fault call service operative at least from 07h30 to 16h30 daily, Monday to Friday. Emergency call-outs during normal working hours, repairs and / or

replacement or parts, trimming and / or replacement of refrigerant charges and / or any other works required additional to the preventative maintenance.

- 2.24 Provide emergency service on a 24/7 hour basis.
 - 2.25 Direct and supervise Service and Maintenance personnel to ensure efficient and timely execution of the work in co-operation with the Employer or his representative.
 - 2.26 Direct and monitor specialist Sub-Contractors.
 - 2.27 Institution (if necessary) and maintain on the Employer's behalf of a Refrigeration Record book in accordance with Regulation C 43 of Act No. 6 of 1983 as amended.
 - 2.28 Institution (if necessary) and maintain, on the Employer's behalf, of a Pressure Vessel Record Book in accordance with Regulation C 75 of Act No.6 of 1983 as amended.
3. Site procedures:
- 3.1 Service and Maintenance visits shall be carried out at intervals not exceeding one calendar month.
 - 3.2 Upon arrival on the Site / Affected Property at a pre-arranged time, the Contractor shall report to the Employer's appointed representative and attend to any matters which may necessitate immediate action.
 - 3.3 Upon completion of the Service / Maintenance visit, the Technician shall complete and sign all documents needed, listing all additional work required and submit this to the Employer's representative for approval and endorsement before leaving the premises.
 - 3.4 The Contractor shall use the "clocking-in" facilities provided by the Employer during each visit.

Section 3

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS OR SERVICES TO TRANSNET

A Supplier/Service Provider shall be obliged to adhere to the Standard Terms and Conditions for the Supply of Goods and Services to Transnet as expressed hereunder. Should the Respondent find any condition(s) unacceptable, it should indicate which condition(s) is/are unacceptable and offer an alternative(s). A Quotation submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

1 SOLE AGREEMENT

Unless otherwise agreed in writing, these terms [**Terms** and each **Term**] and Transnet's purchase order(s) [**Order** or **Orders**] represent the only conditions upon which Transnet SOC Ltd [**Transnet**] procures goods or services specified in the Order [collectively, the **Products**] from the person to whom the Order is addressed [**the Supplier/Service Provider**]. Transnet does not accept any other conditions which the Supplier/Service Provider may specify, unless otherwise agreed to by Transnet in writing. In the event of any inconsistency between these Terms and any Order, these Terms shall take precedence.

20 CONFORMITY WITH ORDER

Products/Services shall conform strictly with the Order. The Supplier/Service Provider shall not vary the quantities specified and/or the specification, if any, stipulated in the Order, without the prior written consent of Transnet. The Supplier/Service Provider warrants that the Products/Services shall be fit for their purpose and of satisfactory quality.

21 DELIVERY AND TITLE

21.1 The delivery dates and addresses are those in the Order. Time shall be of the essence in respect of the Supplier's/Service Provider's obligations under the Order.

21.2 The Supplier/Service Provider will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier/Service Provider having notified Transnet in writing on becoming aware of such circumstances. Transnet may terminate an Order, in whole or in part, without incurring any liability to the Supplier/Service Provider if such a delay becomes, in Transnet's absolute opinion, significant.

22 PRICE AND PAYMENT

22.1 Prices specified in an Order cannot be increased. Payment for the Products/Services shall be made by Transnet against an original undisputed invoice(s) [a **Tax Invoice**], supporting documentation and month-end statement from the Supplier/Service Provider. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.

22.2 Payment of the Supplier's/Service Provider's valid Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30 [thirty] days from date of receipt by Transnet of a month-end statement, unless otherwise agreed to in writing. Transnet shall arrange for payment of such Tax Invoices and any pre-authorised additional expenses incurred, provided that the authorised expenses are supported by acceptable

documentary proof of expenditure incurred [where this is available]. Any amounts due in terms of these Terms shall be paid to the Supplier/Service Provider, taking into account any deduction or set-off and bank charges.

23 PROPRIETARY RIGHTS LIABILITY

If any allegations should be made or any claim asserted against Transnet that ownership of, or any act or omission by Transnet in relation to Products/Services or any written material provided to Transnet relating to any Products/Services or pursuant to an Order being a violation or infringement of any third party's contractual, industrial, commercial or intellectual property rights including but not limited to any patent, registered design, design right, trade mark, copyright or service mark on any application thereof, the Supplier/Service Provider hereby indemnifies Transnet against and hold it harmless from any and all losses, liabilities, costs, claims, damages and expenses [including any legal fees] arising directly or indirectly from such allegation or claim provided that this indemnity shall not apply where the allegation or claim arises solely as a result of the Supplier/Service Provider following a design or process originated and furnished by Transnet. The Supplier/Service Provider shall either

- a) procure for Transnet the right to continue using the infringing Products; or
- b) modify or replace the Products/Services so that they become non-infringing,

provided that in both cases the Products/Services shall continue to meet Transnet's requirements and any specifications stipulated in the Order. Should neither option be possible, the Supplier/Service Provider may remove, with Transnet's prior written consent, such Products/Services and will pay to Transnet a sum equivalent to the purchase price. If Transnet refuses to give such consent, the Supplier/Service Provider shall have no liability in respect of any continued use of the infringing Products/Services after Supplier's/Service Provider's prior written request to remove the same.

24 PROPRIETARY INFORMATION

All information which Transnet has divulged or may divulge to the Supplier/Service Provider and any information relating to Transnet's business which may have come into the Supplier's/Service Provider's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Supplier/Service Provider as confidential information and shall not, without Transnet's prior written consent, be disclosed to any third party, or be used or copied for any purposes other than to perform the Order. This clause does not apply to information which is public knowledge or available from other sources other than by breach of this Term. Upon request by Transnet, the Supplier/Service Provider shall return all materials issued pursuant to the Order and, pending this, shall protect Transnet's rights in any such materials. Such confidential information shall at all material times be the property of Transnet.

25 PUBLICITY

The Supplier/Service Provider shall not name Transnet or use its trademarks, service marks [whether registered or not] or Products in connection with any publicity without Transnet's prior written consent.

26 TERMINATION OF ORDER

- 26.1 Transnet may cancel an Order in whole or in part at any time upon at least 7 [seven] days' written notice to the Supplier/Service Provider, or when there is a change in control of the Supplier/Service Provider or the Supplier/Service Provider commits any serious breach or any repeated or continued

material breach of its obligations under these Terms and/or Order or shall have been guilty of conduct tending to bring itself into disrepute, on written notice to the Supplier/Service Provider when such work on the Order shall stop.

- 26.2 Transnet shall pay the Supplier/Service Provider a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier/Service Provider, at the time of termination, and the Supplier/Service Provider shall give Transnet full assistance to check the extent of such work in progress. Payment of such price shall be in full and final satisfaction of any claims arising out of such termination and upon such payment the Supplier/Service Provider shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier/Service Provider under this clause will not in any event exceed the total amount that would have been payable to the Supplier/Service Provider had the Order not been terminated.
- 26.3 In the event of termination the Supplier/Service Provider must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.
- 26.4 If the Products are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier/Service Provider shall compensate Transnet for any costs incurred in obtaining substitute Products or any damage caused due to the failure or delay in the delivery.

27 ACCESS

The Supplier/Service Provider shall be liable for the acts, omissions and defaults of its personnel or agents who, for the purposes of the Order, shall be treated as if they are the Supplier's/Service Provider's employees. The Supplier/Service Provider shall ensure that any such personnel or agents, whilst on Transnet's premises, shall comply with Transnet's health and safety, security and system security rules and procedures as and where required.

28 INSOLVENCY

If the Supplier/Service Provider shall have a receiver, manager, administrator, liquidator or like person appointed over all or any part of its assets or if the Supplier/Service Provider compounds with its creditors or passes a resolution for the writing up or administration of the Supplier/Service Provider, Transnet is at liberty to terminate the Order or Orders forthwith, or at its option, to seek performance by any such appointed person.

29 ASSIGNMENT

The Supplier/Service Provider shall not assign its obligations under an Order without Transnet's prior written consent, which consent shall not be unreasonably withheld or delayed.

30 NOTICES

Notices under these Terms shall be delivered by hand to the relevant addresses of the parties in the Order or may be served by facsimile or by email, in which event notice shall be deemed served on acknowledgement of receipt by the recipient.

31 LAW

Orders shall be governed by and interpreted in accordance with South African law and any disputes arising herein shall be subject to South African arbitration under the rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause. The reference to arbitration shall not prevent Transnet referring the matter to any South African courts, having jurisdiction, to which the Supplier/Service Provider hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Supplier/Service Provider in other jurisdictions and/or obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision in other courts or from instituting in any court of competent jurisdiction any proceedings for an interdict or any other injunctive relief. If the Supplier/Service Provider does not have a registered office in the South Africa it will at all times maintain an agent for service of process in South Africa and shall give Transnet the name and address of such agent as such may be amended, in writing, from time to time.

32 GENERAL

Completion or termination of an Order shall be without prejudice to any Term herein which by its nature would be deemed to continue after completion or termination, including but not limited to clauses 23, 24, **Error! Reference source not found.**, 25 and **Error! Reference source not found.** Headings are included herein for convenience only. If any Term herein be held illegal or unenforceable, the validity or enforceability of the remaining Terms shall not be affected. No failure or delay by Transnet to enforce any rights under these Terms will operate as a waiver thereof by Transnet. All rights and remedies available to either party under these Terms shall be in addition to, not to the exclusion of, rights otherwise available at law.

33 COUNTERPARTS

These Terms and conditions may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this agreement by signing any such counterpart.

By signing this RFQ document, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof and Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed to properly take it into account for the purpose of calculating quoted prices or otherwise.

SIGNED at _____ on this _____ day of _____ 20____

.....
SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE

NAME: _____

DESIGNATION: _____

REGISTERED NAME OF COMPANY: _____

PHYSICAL ADDRESS:

Respondent's contact person: *[Please complete]*

Name	:	
Designation	:	
Telephone	:	
Cell Phone	:	
Facsimile	:	
Email	:	
Website	:	

**Transnet urges its clients, suppliers and the general public
to report any fraud or corruption to
TIP-OFFS ANONYMOUS : 0800 003 056**

Section 4

VENDOR APPLICATION FORM

Respondents are to furnish the following documentation and complete the Vendor Application Form below:

1. **Original** cancelled cheque **OR** letter from the Respondent's bank verifying banking details
[with bank stamp]
2. **Certified** copy of Identity Document(s) of Shareholders/Directors/Members [where applicable]
3. **Certified** copy of Certificate of Incorporation, CM29 / CM9 [name change]
4. **Certified** copy of Share Certificates [CK1/CK2 if CC]
5. A letter on the company's letterhead confirm physical and postal addresses
6. **Original** valid SARS Tax Clearance Certificate
7. **Certified copy** of VAT Registration Certificate
8. **Certified copy** of valid Company Registration Certificate [if applicable]
9. A signed letter from your auditor or accountant confirming most recent annual turnover figures

Vendor Application Form

Company trading name	<input style="width: 90%;" type="text"/>		
Company registered name	<input style="width: 90%;" type="text"/>		
Company Registration Number or ID Number if a Sole Proprietor	<input style="width: 90%;" type="text"/>		
Form of entity [v]	<input type="checkbox"/> CC	<input type="checkbox"/> Trust	<input type="checkbox"/> Pty Ltd <input type="checkbox"/> Limited <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor
VAT number [if registered]	<input style="width: 90%;" type="text"/>		
Company telephone number	<input style="width: 90%;" type="text"/>		
Company fax number	<input style="width: 90%;" type="text"/>		
Company email address	<input style="width: 90%;" type="text"/>		
Company website address	<input style="width: 90%;" type="text"/>		
Bank name	<input style="width: 90%;" type="text"/>	Branch & Branch code	<input style="width: 90%;" type="text"/>
Account holder	<input style="width: 90%;" type="text"/>	Bank account number	<input style="width: 90%;" type="text"/>
Postal address	<input style="width: 90%;" type="text"/>		
			Code <input style="width: 10%;" type="text"/>
Physical Address	<input style="width: 90%;" type="text"/>		

Code

Contact person

Designation

Telephone

Email

Annual turnover range [last financial year] < R5 m R5 - 35 m > R35 m

Does your company provide Products Services Both

Area of delivery National Provincial Local

Is your company a public or private entity Public Private

Does your company have a Tax Directive or IRP30 Certificate Yes No

Main product or services [e.g. Stationery/Consulting]

Complete B-BBEE Ownership Details:

% Black ownership % Black women ownership % Disabled Black ownership

Does your company have a B-BBEE certificate Yes No

What is your B-BBEE status [Level 1 to 9 / Unknown]

How many personnel does the firm employ Permanent Part time

If you are an existing Vendor with Transnet please complete the following:

Transnet contact person

Contact number

Transnet Operating Division

Duly authorised to sign for and on behalf of Company / Organisation:

Name		Designation	
Signature		Date	

Section 5

CERTIFICATE OF ATTENDANCE OF INFORMATION BRIEFING SESSION

It is hereby certified that -

1.
2.

Representative(s) of
(name of company)

attended the information briefing session in respect of the proposed Service to be rendered in terms of this RFQ on2014.

.....
TRANSNET'S REPRESENTATIVE

DATE.....

.....
RESPONDENT'S REPRESENTATIVE

DATE.....

NON-DISCLOSURE AGREEMENT

entered into by and between

TRANSNET SOC LTD

Registration Number 1990/000900/30

and

Registration Number _____

RFQ Number DNR P14-01/12736

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THIS AGREEMENT is made between

Transnet SOC Ltd [Transnet] [Registration No. 1990/000900/30]

whose registered office is at 49th Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001,

and

_____ **[the Company]** [Registration No _____]

whose registered office is at _____

WHEREAS

Transnet and the Company wish to exchange Information [as defined below] and it is envisaged that each party may from time to time receive Information relating to the other in respect thereof. In consideration of each party making available to the other such Information, the parties jointly agree that any dealings between them shall be subject to the terms and conditions of this Agreement which themselves will be subject to the parameters of the Bid Document.

IT IS HEREBY AGREED

1 INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party (the **Disclosing Party**) and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party (the **Receiving Party**) or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
 - a) is publicly available at the time of its disclosure or becomes publicly available (other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement); or

- b) was lawfully in the possession of the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) free of any restriction as to its use or disclosure prior to its being so disclosed; or
 - c) following such disclosure, becomes available to the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2 CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement (the **Disclosing Party**) to the other party (the **Receiving Party**) will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Bid or for the subsequent performance of any contract between the parties in relation to the Bid.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
 - a) to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
 - b) to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3b) above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to

any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps (including the institution of legal proceedings) as shall be necessary to remedy (if capable of remedy) the default and/or to prevent further unauthorised copying, disclosure or use.

- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3 RECORDS AND RETURN OF INFORMATION

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 (seven) days of receipt of a written demand from Transnet:
- a) return all written Confidential Information (including all copies); and
 - b) expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3b) above.

4 ANNOUNCEMENTS

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Bid without the prior written consent of the other party.
- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5 DURATION

The obligations of each party and its Agents under this Agreement shall survive the termination of any discussions or negotiations between the parties regarding the Bid and continue thereafter for a period of 5 (five) years.

6 PRINCIPAL

Each party confirms that it is acting as principal and not as nominee, agent or broker for any other person and that it will be responsible for any costs incurred by it or its advisers in considering or pursuing the Bid and in complying with the terms of this Agreement.

7 ADEQUACY OF DAMAGES

Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to it, either at law or in equity, for any such threatened or actual breach of this Agreement, including specific performance, recovery of damages or otherwise.

8 PRIVACY AND DATA PROTECTION

8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms of the Bill of Rights (Section 14) in connection with this Bid and shall procure that its personnel shall observe the provisions of such Act (as applicable) or any amendments and re-enactments thereof and any regulations made pursuant thereto.

8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Bid and against accidental loss or destruction of, or damage to such data held or processed by them.

9 GENERAL

9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.

9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.

9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.

9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

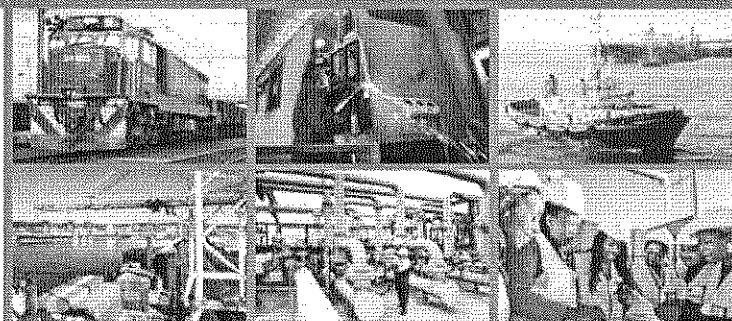
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TRANSNET



delivering on our commitment *to you*

Suppliers Code of Conduct



Suppliers Code of Conduct

Transnet aims to achieve the best value for money when buying or selling goods and obtaining services. This, however, must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any supplier dealing with Transnet must understand and support.

These are:

- >> Transnet Procurement Policy - A guide for tenderers;
- >> Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- >> The Public Finance Management Act (PFMA);
- >> The Broad Based Black Economic Empowerment Act (BBBEE); and
- >> The Anti-Corruption Act.

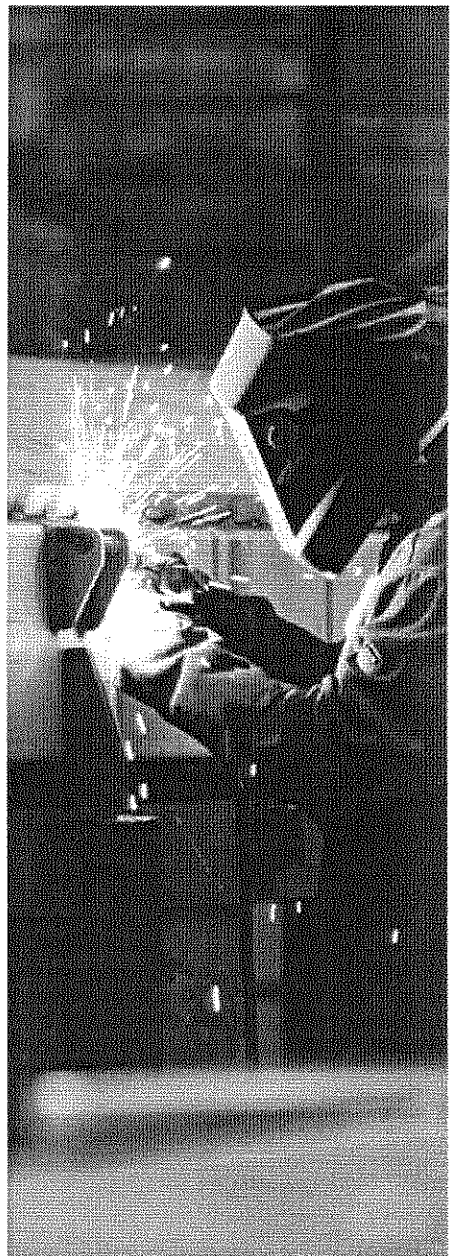
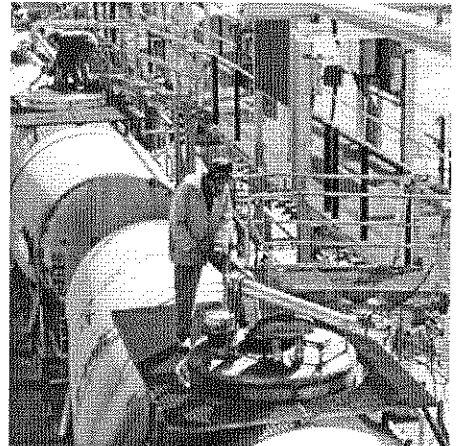
This code of conduct has been compiled to formally apprise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices

Transnet is in the process of transforming itself into a self-sustaining State Owned Enterprise, actively competing in the logistics industry. Our aim is to become a world class, profitable, logistics organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

Transnet will not participate in corrupt practices. Therefore, it expects its suppliers to act in a similar manner.

- >> Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.



- >> Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.

Employees may not receive anything that is calculated to:

- Illegally influence their judgement or conduct or to influence the outcome of a sourcing activity;
 - Win or retain business or to influence any act or decision of any person involved in sourcing decisions; gain an improper advantage.
- >> There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our suppliers to use our "Tip-offs Anonymous" Hotline to report these acts - 0800 003 056.

Transnet is firmly committed to free and competitive enterprise.

- >> Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices
- >> Transnet does not engage non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).

Transnet's relationship with suppliers requires us to clearly define requirements, to exchange information and share mutual benefits.

- >> Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities.



These include, but are not limited to:

- Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
 - Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership financial situation, BBBEE status, etc.);
 - Corrupt activities listed above; and harassment, intimidation or other aggressive actions towards Transnet employees.
- >> Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence must be conducted and the supplier is expected to participate in an honest and straight forward manner.
- >> Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflict of Interest

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet. Examples are:

- >> Doing business with family members.
- >> Having a financial interest in another company in our industry.



Show that you support good business practice by logging onto
www.transnet-suppliers.net and completing the form.

This will allow us to confirm that you have received, and agree to, the terms and conditions set out in our Suppliers Code of Conduct.

TIP-OFFS ANONYMOUS HOTLINE
0800 003 056