
TRANSNET SOC LTD

TENDER NO: TNPA/2026/02/0309/2080/RFQ

FOR THE PROVISION FOR MAINTENANCE, SERVICE AND AD HOC REPAIRS OF 2 X LIERBERT-HIROSS M34UA DOWN BLOW CLOSE CONTROL TYPE AND THEIR ASSOCIATED EQUIPMENT FOR A PERIOD OF 36 MONTHS FOR TRANSNET NATIONAL PORTS AUTHORITY- PORT OF RICHARDS BAY

ADDENDUM NO. 01

DATED 01 July 2026

The following information is furnished in addition to, in amplification and substitution of, matters contained in the tender documents issued in respect of the above-mentioned work.

PURPOSE OF ADDENDUM

Part T1: Tendering Procedures – Tender Document

Part T1: Tendering Procedures of the tender document issued with the RFQ For The Provision For Maintenance, Service And Ad Hoc Repairs Of 2 X Lierbert-Hiross M34ua Down Blow Close Control Type And Their Associated Equipment For A Period Of 36 Months For Transnet National Ports Authority- Port Of Richards Bay is replaced and superseded in its entirety with the attached amended Part T1: Tendering Procedures.

Part T1: Tendering Procedures - The closing date has been extended from the **03 July 2026** to **10 July 2026**. Bidders are advised to replace the Part T1: Tendering Procedures with the updated one.

The following documentation has been replaced and superseded by the attached:

- Cover Page
 - Closing Date Section
- T1.1: Tender notice and invitation
 - Closing Date Section
- T1.2: Tender data
 - Closing Date Section

- To add adhoc repairs rate in the BOQ on item number 4 **IMS centralised air-conditioner, Ad hoc, breakdown and emergency maintenance**

Item No.	Description	Unit	Qty	Months	Rate	Amount
4.1	The Contractor shall Conduct ad hoc, breakdown and emergency maintenance on 2 X (Lierbert-Hiross M34UA Down Blow Close Control type), IMS centralised air-conditioning Units, over the duration of the 36 months period	PC Sum	1	Ad hoc	R 240,000.00	R 240,000.00



WITNESSES:

- _____
- _____

TENDERER / CONTRACTOR

Date: _____

WITNESSES:

-  _____
-  _____



TRANSNET SOC LTD

Date: 01.07.2026

FROM: _____

DATE: _____

**TO: Transnet National Ports Authority
1st Floor, Bayvue Building
Ventura Road
Richards Bay
3900**

(Attention Ms Londiwe Khanyile – Email: tnpatenderenquiriesrb@transnet.net)

Dear Sirs/ Madam

**TENDER NO. TNPA/2026/02/0309/2080/RFQ
FOR THE PROVISION FOR MAINTENANCE, SERVICE AND AD HOC REPAIRS OF 2 X
LIERBERT-HIROSS M34UA DOWN BLOW CLOSE CONTROL TYPE AND THEIR
ASSOCIATED EQUIPMENT FOR A PERIOD OF 36 MONTHS FOR TRANSNET NATIONAL
PORTS AUTHORITY- PORT OF RICHARDS BAY**

Receipt of **Addendum No. 01 dated 01 July 2026** is hereby acknowledged.

Kind regards

TENDERER

NOTE: This acknowledgment must be signed and returned to this office on or before the closing date of the tender.

TNPA/2026/02/0309/2080/RFQ

Transnet National Ports Authority
an Operating Division **TRANSNET SOC LTD**
[Registration Number 1990/000900/30]

REQUEST FOR QUOTATION (RFQ) TNPA/2026/02/0309/2080/RFQ

FOR THE PROVISION FOR MAINTENANCE, SERVICE AND AD HOC REPAIRS OF 2 X LIERBERT-HIROSS M34UA DOWN BLOW CLOSE CONTROL TYPE AND THEIR ASSOCIATED EQUIPMENT FOR A PERIOD OF 36 MONTHS FOR TRANSNET NATIONAL PORTS AUTHORITY- PORT OF RICHARDS BAY

RFQ NUMBER	: TNPA/2026/02/0309/2080/RFQ
ISSUE DATE	: 09 June 2026
COMPULSORY BRIEFING	: 19 June 2026
CLOSING DATE	: 03 July 2026
REVISED CLOSING DATE	: 10 July 2026
CLOSING TIME	: 12h00pm
TENDER VALIDITY PERIOD	: 12 weeks from closing date

These schedules are required for pre-qualification and eligibility purposes:

- Certificate of attendance at Compulsory Tender Clarification Meeting
- CIDB Registration of 3 ME or higher
- The Aircon Technician must have a Gas Certificate Category B
- The Aircon Technician Assistant must as a minimum have a Gas Certificate Category A

Contents

Number Heading

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C2.2 Bill of Quantities

Part C3: Scope of Work

C3.1 Works Information

Part C4: Site Information

C4.1 Site Information

T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

Responses to this Tender [hereinafter referred to as a **Tender**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as a Tenderer].

DESCRIPTION	Provision For Maintenance, Service and Ad Hoc Repairs Of 2 X Lierbert-Hiross M34ua Down Blow Close Control Type and Their Associated Equipment for A Period Of 36 Months for Transnet National Ports Authority- Port of Richards Bay.
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet e-Tender Submission Portal (the New eSupplier Portal): https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.

COMPULSORY TENDER CLARIFICATION MEETING	<p>A Compulsory Tender Clarification Meeting will be conducted at Employee Care Center on the 19 June 2026, at 10:00am [10 O'clock] for a period of ± 6 (six) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>A Site visit/walk will take place, tenderers are to note:</p> <ul style="list-style-type: none"> • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates.
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	<p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory tender briefing.</p> <p>Tenderers are required to bring this Returnable Schedule T2.2.01 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
<p>CLOSING DATE</p>	<p>12:00pm on (10 July 2026)</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.</p>

2. TENDER SUBMISSION

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

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

Log on to the Transnet eTenders management platform website (<https://transnetetenders.azurewebsites.net>);

- Click on "ADVERTISED TENDERS" to view advertised tenders;
 - Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
 - Click on "SIGN IN/REGISTER" - to sign in if already registered;
 - Toggle (click to switch) the "Log an Intent" button to submit a bid;
 - Submit bid documents by uploading them into the system against each tender selected.
 - **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**
- b) Each company must register its profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.
- c) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the

same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.

- d) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.
- e) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.
- f) Submissions must not contain documents relating to any Tender other than that shown on the submission.

3. CONFIDENTIALITY

All information related to this RFQ is to be treated with strict confidentiality. In this regard Tenderers are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Works, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

4. DISCLAIMERS

Tenderers are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this Tender and/or its receipt of a tender offer. In particular, please note that Transnet reserves the right to:

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;

- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender 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, as amended. Tenderers are required to indicate in tender returnable on T2.2-12], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
 - *unduly high or unduly low tendered rates or amounts in the tender offer;*
 - *contract data of contract provided by the tenderer; or*
 - *the contents of the tender returnables which are to be included in the contract.*

5. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Tenderer are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. The CSD can be accessed at <https://secure.csd.gov.za/>. Tenderer are required to provide the following to Transnet in order to enable it to verify information on the CSD:

Supplier Number..... and Unique registration reference number.....(**Tender Data**)

Transnet urges its clients, suppliers and the general public
to report any fraud or corruption to
TIP-OFFS ANONYMOUS: 0800 003 056 OR Transnet@tip-offs.com



Transnet National Port Authority

Tender Number: TNPA/2026/02/0309/2080/RFQ

Description Of the Works: Provision for Maintenance, Service and Ad Hoc Repairs Of 2 X Lierbert-Hiross M34ua Down Blow Close Control Type and Their Associated Equipment for A Period Of 36 Months for Transnet National Ports Authority- Port of Richards Bay.

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts. The Standard for Uniformity in Construction Procurement was first published in Board Notice 62 of 2004 in Government Gazette No 26427 of 9 June 2004. It was subsequently amended in Board Notice 67 of 2005 in Government Gazette No 28127 of 14 October 2005, Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006, Board Notice No 9 of 2008 in Government Gazette No 31823 of 30 January 2009, Board Notice 86 of 2010 in Government Gazette No 33239 of 28 May 2010, Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 and Board Notice 423 of 2019 in Government Gazette No 42622 of 8 August 2019.

This edition incorporates the amendments made in Board Notice 423 of 2019 in Government Gazette 42622 of 8 August 2019. (see www.cidb.org.za).

The Standard Conditions of Tender make several references to Tender data for detail that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced in the left-hand column to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause	Data
C.1.1	The <i>Employer</i> is Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2	The tender documents issued by the <i>Employer</i> comprise: Part T: The Tender Part T1: Tendering procedures Part T2: Returnable documents
	T1.1 Tender notice and invitation to tender T1.2 Tender data T2.1 List of returnable documents



T2.2 Returnable schedules

Part C: The contract

Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2)
Part C2: Pricing data	C2.1 Pricing instructions C2.2 Activity Schedule
Part C3: Scope of work	C3.1 Works Information
Part C4: Site information	C4.1 Site information

C.1.4 The Employer's agent is:

Procurement Intern

Name:

Londiwe Khanyile

Address:

1st Floor, Bayvue Building
Ventura Road
Port of Richards Bay, 3900

E – mail

tnpatenderenquiriesrb@transnet.net

C.2.1 Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:

An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7

2. Stage Two - Eligibility in terms of the Construction Industry Development Board:

- a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum



tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **3 ME or higher** class of construction work, are eligible to have their tenders evaluated.

b) Joint Venture (JV)

Joint ventures are eligible to submit tenders subject to the following:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **3 ME or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations

The tenderer shall provide a certified copy of its signed joint venture agreement

3. Stage Three- Eligibility in terms of pre-qualification

Criteria:

- Certificate of attendance at Compulsory Tender Clarification Meeting
- The Aircon Technician must have a Gas Certificate Category B
- The Aircon Technician Assistant must as a minimum have a Gas Certificate Category A

Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.

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- C.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. **Tenderers must complete and sign the attendance register** which will be used to verify attendance against. Addenda will be issued to and tenders will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register.



Transnet National Port Authority

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Tenderers are also **required to bring their RFQ document to the briefing session and have their returnable document T2.2-01 certificate of attendance** signed off by the Employer's authorised representative.

C.2.12 No alternative tender offers will be considered.

C.2.13.3 Each tender offer shall be in the **English Language**.

C.2.13.5 The *Employer's* details and identification details that are to be shown on each tender offer are as follows:

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- Tender Number: **TNPA/2026/02/0309/2080/RFQ**
- The Tender Description: **Provision for Maintenance, Service and Ad Hoc Repairs Of 2 X Lierbert-Hiross M34ua Down Blow Close Control Type and Their Associated Equipment for A Period Of 36 Months for Transnet National Ports Authority- Port of Richards Bay**

Documents must be marked for the attention of:

Employer's Agent: Londiwe Khanyile

C.2.13.9 Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.

C.2.15 The closing time for submission of tender offers is:

Time: **12:00pm** on the **10 July 2026**

Location: The Transnet e-Tender Submission Portal:

(<https://transnetetenders.azurewebsites.net>);

NO LATE TENDERS WILL BE ACCEPTED



C.2.16 The tender offer validity period is **12 weeks** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.

C.2.23 The tenderer is required to submit with his tender:

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.

Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.

2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;

3. A valid CIDB certificate in the correct designated grading;

4. Proof of registration on the Central Supplier Database;

5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

Note: Refer to Section T2.1 for List of Returnable Documents



C.3.11. Only tenders that achieve the Evaluation Prequalification Criteria will be evaluated further in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations.

80 where the financial value of one or more responsive tenders received have a value equal to or below R50 million, inclusive of all applicable taxes,

Up to 20 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.

Should the BBBEE rating not be provided, tenderers with no verification will score zero points for preferencing.

Note: Transnet reserves the right to carry out an independent audit of the tenderers scorecard components at any stage from the date of close of the tenders until completion of the contract.

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, the due diligence exercise may take the following factors into account inter alia;

the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial



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capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

- c) has the legal capacity to enter into the contract,
 - d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
 - e) complies with the legal requirements, if any, stated in the tender data and
 - f) is able, in the option of the employer to perform the contract free of conflicts of interest.
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C.3.17 The number of paper copies of the signed contract to be provided by the Employer is 1 (one).

PART 2: PRICING DATA

Document reference	Title	
C2.1	Pricing instructions: Option A	
C2.2	The <i>price list</i>	7
C2.3	Total for Contract	

C2.1 Pricing instructions: Option A

1. The *conditions of contract*

1.1. How work is priced and assessed payment

Clause 11 in NEC3 Term Service Contract, April 2013 (TSC3) core clauses and Option A states:

Identified 11
and defined terms 11.2 (12) The Price List is the *price list* unless later changed in accordance with this contract.

(17) The Price for services Provided to Date is the total of:

- the Price for each lump sum item in the Price List which the *Contractor* has completed and
- Where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both.

1.2. Function of the Bill of Quantities

Clause 54.1 in Option A states: "Information in the Price List is not Service Information". This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Service in accordance with the Service Information". Hence the *Contractor* does not provide the Service in accordance with the Price List. The Price List is only a pricing document.

1.3. Link to the *Contractor's Plan*

Clause 21.4 states "The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each plan which they submit for acceptance". Hence when compiling the *price list*, the tendering contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(17).

1.4. Preparing the *price list*

It will be assumed that the tendering contractor has read Pages 14, 15 and 76 of the TSC3 Guidance Notes before preparing the price list. Items in the *price list* may have been inserted by the *Employer* and the tendering contractor should insert any additional items which he considers necessary. Whichever party provides the items in the *price list* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Service as described at the time of entering into this contract.

1. As the *Contractor* has an obligation to correct Defects (core clause 42.1) and there is no compensation event for this unless the Defect was due to an *Employer's* risk, the lump sum Prices and rates must also include for the correction of Defects.
2. If the *Contractor* has decided not to identify a particular item in the *price list* at the time of tender the cost to the *Contractor* of doing the work must be included in, or spread across, the other Prices and rates in the *price list* in order to fulfil the obligation to complete the service for the tendered total of the Prices.
3. There is no adjustment to lump sum prices in the price list if the amount, or quantity, of work within that lump sum item if service later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.
4. Hence the Prices and rates tendered by the *Contractor* in the *price list* are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk.
5. The *Contractor* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of an *Employer's* risk event listed in core clause 80.1.

1.5. Format of the *price list*

(From page 73 of the TSC3 Guidance Notes)

Entries in the first four columns in the *price list* in section C2.2 are made either by the *Employer* or the tendering contractor.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering contractor enters the amount in the Price column only, the Unit, Expected Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for an item of work which is the rate for the work

multiplied by the quantity completed, the tendering contractor enters the rate which is then multiplied by the Expected Quantity to produce the Price, which is also entered.

If the *Contractor* is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected Quantity column.

2. Measurement and payment

2.1. Symbols

The units of measurement described in the Price List are metric units abbreviated as follows:

Abbreviation	Unit
%	percent
h	hour
No.	Number
RO	Rate only
Sum	Lump sum

2.2. General assumptions

2.2.1. The Contract Document may contains terms such as "*Contractor, Engineer, Project Manager, Material, Plant, Schedules of Quantities, etc.*" which may appear to be in conflict with the TSC3, *Employer's Service Information* and the Price List. These terms should be interpreted in their original context.

2.2.1.1. The terms "Schedules of Quantities", "Bill of Quantities" and "Price List" shall have the same meaning.

2.2.1.2. The title "*Engineer, Project Manager, Supervisor*" shall be interpreted as "*Service Manager*."

2.2.2. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.

2.2.3. The Prices and rates stated for each item in the Price List shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing the service required.

2.2.4. Clause 63.13 in Option A provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.

- 2.2.5. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the *price list* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Price List.
- 2.2.6. An item against which no Price is entered will be treated as covered by other Prices or rates in the *price list*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.
- 2.2.7. The quantities contained in the Price List may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Service Manager* at each assessment date will be used for determining payments due and not the quantities given in the Price List.
- 2.2.8. The short descriptions of the items of payment given in the *price list* are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Conditions of Contract and Service Information.
- 2.2.9. All prices are to be shown excluding VAT unless instructed otherwise by the *Employer* in the Tender Data or an instruction the *Employer* has given before the tenderer entered their Prices.
- 2.2.10. Where items in the Price List include reference to trade names or proprietary brands, the reference is used in order to establish the required type and quality of product on which the price is based.

C2.2 The Price List

C2.2.1 Part A: Preliminary & General

Item No.	Description	Unit	Qty	Months	Rate	Amount
1	Preliminaries and General					
1.1	Preliminary & General costs associated with on and offsite overheads, such as:					
1.1.1	Health and safety	Sum	1			
1.1.2	Travel	Sum	1			
	Sub-Total Preliminaries and General					R
2	IMS centralised air-conditioner, Service and maintenance					
2.1	The Contractor shall Conduct Scheduled preventative maintenance on two (2) X (Lierbert-Hiross M34UA Down Blow Close Control type), IMS centralised air-conditioning Units, monthly, for 36 Months.	Sum	2	11		
	Sub-Total IMS centralised air-conditioner, Service and maintenance					R
3	IMS centralised air-conditioner, Major Service and maintenance					
3.1	The Contractor shall Conduct Scheduled Major service on two (2) X (Lierbert-Hiross M34UA Down Blow Close Control type), IMS centralised air-conditioning Units, once, annually for 36 Months	Sum	2	1		
	Sub-Total IMS centralised air-conditioner, Major Service and maintenance					R
4	IMS centralised air-conditioner, Ad hoc, breakdown and emergency maintenance					
4.1	The Contractor shall Conduct ad hoc, breakdown and emergency maintenance on 2 X (Lierbert-Hiross M34UA Down Blow Close Control type), IMS centralised air-conditioning Units, over the duration of the 36 months period	PC Sum	1	Ad hoc	R 240 000.00	R 240 000.00



	Sub-Total IMS centralised air-conditioner, Ad hoc, breakdown and emergency maintenance					R
5	Service and repair reports including meetings					
5.1	Provide a comprehensive Monthly report and attend post service meetings, for the duration of the 36-month period.	Sum	1	12		
	Sub-Total IMS centralised air-conditioner, Service and repair reports including meetings					
1	Sub-Total Preliminaries and General					R
2	Sub-Total IMS centralised air-conditioner, Service and maintenance					R
3	Sub-Total IMS centralised air-conditioner, Major Service and maintenance					R
4	Sub-Total IMS centralised air-conditioner, Ad hoc, breakdown and emergency maintenance					R
5	Sub-Total IMS centralised air-conditioner, Service and repair reports including meetings					R
	Sub-Total = Cost Year 1 (Y1) value					R
F	Cost Year 2 (Y2) value					R
G	Cost Year 3 (Y3) value					R
H	Total contract value for 3 years					R
I	VAT (15%)					R
J	Total contract for 3 years to be carried over to the Form of Offer & Acceptance (including VAT)					R

Activity No.	Description	Unit	Qty	Rate	Price per Activity
A	Callouts and repairs				
	Labour Rates Including Call-out Fees for Additional Unplanned Work				
A.1	Provide for Artisan/Technician & assistant Including call-out fees for 1 hour (Normal Hours)	Hour	1		
B	Spare Parts				
B.1	DESCRIPTION				
B.2	Steam cylinder 140	No	1		
B.3	Steam cylinder 263	No	1		

B.4	Steam cylinder 243	No	1		
B.5	Steam cylinder 363	No	1		
B.6	Steam cylinder 343	No	1		
B.7	Drain tank	No	1		
B.8	Filling cup	No	1		
B.9	Supply valve connection	No	1		
B.10	Rubber gasket for drain tank	No	1		
B.11	Rubber gasket for supply valve connection	No	1		
B.12	Complete supply valve	No	1		
B.13	Complete supply valve	No	1		
B.14	Connector for level electrode	No	1		
B.15	Connector for production electrode	No	1		
B.16	Isolator for level sensor	No	1		
B.17	Base	No	1		