



C1.1: Form of Offer & Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

MANUFACTURE, INSTALLATION AND ATTENDANCE DURING COMMISSIONING OF FOUR (4) HEAT EXCHANGER TUBE BUNDLES FOR THE INTERMIXTURE REFRACTIONATOR PLANT (IRP) AT THE TRANSNET PIPELINES (TPL) TARLTON DEPOT

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

The offered total of the Prices exclusive of VAT is	R
Value Added Tax @ 15% is	R
The offered total of the Prices inclusive of VAT is	R
(in words)	

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:



Acceptance

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer. In consideration thereof, the *Employer* shall pay the *Contractor* the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the *Employer* and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Works Information
Part C4	Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).



Unless the tenderer (now *Contractor*) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet SOC Ltd

(Insert name and address of organisation)

Name &
signature of
witness

Date



Schedule of Deviations

Note:

1. To be completed by the Employer prior to award of contract. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1		
2		
3		
4		
5		

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

	For the tenderer:	For the Employer
Signature	_____	_____
Name	_____	_____
Capacity	_____	_____
On behalf of	<i>(Insert name and address of organisation)</i>	Transnet SOC Ltd
Name & signature of witness	_____	_____
Date	_____	_____

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	A: Priced contract with Activity Schedule
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X2 Changes in the law
		X5: Sectional Completion
		X7: Delay damages
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)

	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Pipelines 202 Anton Lembede Street Durban 4001
10.1	The <i>Project Manager</i> is: (Name)	TBA
	Address	Transnet Pipelines 202 Anton Lembede Street Durban 4001
	Tel	TBA
	e-mail	TBA
10.1	The <i>Supervisor</i> is: (Name)	TBA
	Address	Transnet Pipelines 202 Anton Lembede Street Durban 4001
	Tel No.	TBA
	e-mail	TBA
11.2(13)	The <i>works</i> are	Manufacture, Installation and Attendance During Commissioning of Four (4) Heat Exchanger Tube Bundles for the Intermixture Refractionator Plant (IRP) at the Transnet Pipelines (TPL) Tarlton Depot
11.2(14)	The following matters will be included in the Risk Register	None
11.2(15)	The <i>boundaries of the site</i> are	Intermixture Refractionator Plant (IRP) at the Transnet Pipelines (TPL) Tarlton Depot Contractor's Manufacturing Workshop

11.2(16)	The Site Information is in	Part C4	
11.2(19)	The Works Information is in	Part C3	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	2 weeks	
2	The <i>Contractor's</i> main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.	
3	Time		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	31 August 2023	
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1 Installation of Four (4) x Tube Bundles	15 August 2023
30.1	The <i>access dates</i> are	Part of the Site	Date
		1 Access to IRP for installation	01 August 2023
		2 Access to IRP for commissioning	21 August 2023
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	To be submitted with the tender	
31.2	The <i>starting date</i> is	01 May 2023	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	1 week	

4 Testing and Defects

42.2	The <i>defects date</i> is	52 (fifty-two) weeks after Completion of the whole of the <i>works</i>.
43.2	The <i>defect correction period</i> is	1 (one) week
5	Payment	
50.1	The <i>assessment interval</i> is monthly on the	18th (eighteenth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	the prime lending rate of Standard Bank of South Africa.
6	Compensation events	No additional data is required for this section of the <i>conditions of contract</i>.
7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	None
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.
	Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability

2	Insurance against:	Loss of or damage to property (except the <i>works</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are	as stated in the insurance policy for Contract Works / Public Liability
3	Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability
4	Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
	Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
	The deductibles are	The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.
	Note:	The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."

84.1 The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is

The *Contractor* must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.

The *Contractor* provides these additional Insurances

- 1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected**
- 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**
- 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**
- 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000**

7 The insurance coverage referred to in 1, 2, 3 and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor*.

84.2 The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract for any one event is

Whatever the *Contractor* requires in addition to the amount of insurance taken out by the *Employer* for the same risk.

84.2 The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:

Principal Controlled Insurance policy for Contract

9 Termination

There is no additional Contract Data required for this section of the *conditions of contract*.

10 Data for main Option clause

A Priced contract with Activity Schedule

No additional data is required for this Option.

11 Data for Option W1

W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.		
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa) the Association of Arbitrators (Southern Africa)		
W1.4(2)	The <i>tribunal</i> is:	Arbitration		
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)		
	The place where arbitration is to be held is	Durban, South Africa		
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)		
X2	Changes in the law	No additional data is required for this Option		
X5 & X7	Sectional Completion and delay damages used together			
X7.1	Delay damages for late			
X5.1	Completion of the <i>sections</i> of the <i>works</i> are:	Section	Description	Amount per day
		1	Installation of Four (4) x Tube Bundles	R30 000.00

X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Total of the Prices
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	The deductible of the relevant insurance policy
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	The cost of correcting the Defect
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	The Total of the Prices
X18.5	The <i>end of liability date</i> is	3 years after Completion of the whole of the works
Z	<i>Additional conditions of contract are:</i>	

Z1 Additional clauses relating to Joint Venture

Z1.1

Insert the additional core clause 27.5

27.5. In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date. The Joint Venture agreement shall contain but not be limited to the following:

- **A brief description of the Contract and the Deliverables;**
- **The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;**
- **The constituent's interests;**
- **A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;**
- **Details of an internal dispute resolution procedure;**
- **Written confirmation by all of the constituents:**
 - i. **of their joint and several liabilities to the *Employer* to Provide the Works;**
 - ii. **identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the *Contractor's* representative;**

iii. **Identification of the roles and responsibilities of the constituents to provide the Works.**

• **Financial requirements for the Joint Venture:**

iv. **the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;**

v. **the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.**

Z1.2

Insert additional core clause 27.6

27.6. The *Contractor* shall not alter its composition or legal status of the Joint Venture without the prior approval of the *Employer*.

Z2 Additional obligations in respect of Termination

Z2.1

The following will be included under core clause 91.1:

In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and

Under the second main bullet, insert the following additional bullets after the last sub-bullet:

- **commenced business rescue proceedings (R22)**
- **repudiated this Contract (R23)**

Z2.2	Termination Table	<p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p>
Z2.3		<p>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</p>
Z3	Right Reserved by the Employer to Conduct Vetting through SSA	
Z3.1		<p>The Employer reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:</p> <ol style="list-style-type: none"> 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state. 2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state. 3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.

Z4 Additional Clause Relating to Collusion in the Construction Industry

Z4.1 The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to any declared tender rigging including blacklisting.

Z5 Protection of Personal Information Act

Z5.1 The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

The tendering *Contractor* is advised to read both the NEC3 Engineering and Construction Contract - June 2005 (with amendments June 2006 and April 2013) and the relevant parts of its Guidance Notes (ECC3-GN) in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 156 to 158 of the ECC3 Guidance Notes.

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(18)	The <i>working areas</i> are the Site and	
24.1	The <i>Contractor's</i> key persons are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	

		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .		
11.2(14)	The following matters will be included in the Risk Register			
31.1	The programme identified in the Contract Data is			
A	Priced contract with activity schedule			
11.2(20)	The <i>activity schedule</i> is in	C2.2		
11.2(30)	The tendered total of the Prices is	(in figures) (in words), excluding VAT		
A	Priced contract with activity schedule	Data for the Shorter Schedule of Cost Components		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	%(state plus or minus)		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	2
C2.2	Activity Schedule	1

C2.1 Pricing Instructions: Option A

1. The *conditions of contract*

1.1. How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Engineering and Construction Contract, June 2005, (with amendments June 2006 and April 2013) (ECC) Option A states:

Identified and defined terms

- 11 (20) The Activity Schedule is the *activity schedule* unless later changed in accordance with this contract.
- 11.2 (22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.
- (27) The Price for Work Done to Date is the total of the Prices for
- each group of completed activities and
 - each completed activity which is not in a group
- A completed activity is one which is without Defects which would either delay or be covered by immediately following work.
- (30) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

1.2. Measurement and Payment

- 1.2.1 The Activity Schedule provides the basis of all valuations of the Price for Work Done to Date, payments in multiple currencies, price adjustments for inflation and general progress monitoring.
- 1.2.2 The amount due at each assessment date is based on **completed activities and/or milestones** as indicated on the Activity Schedule.
- 1.2.3 The Activity Schedule work breakdown structure provided by the *Contractor* is based on the Activity Schedule provided by the *Employer*. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The activity schedule work breakdown structure is compiled to the satisfaction of the *Project Manager* with any additions and/or amendments deemed necessary.
- 1.2.4 The *Contractor's* detailed Activity Schedule summates back to the Activity Schedule provided by the *Employer* and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.



Transnet Pipelines

Tender Number: TPL/2022/12/0003/19315/RFP

Description of the Works: Manufacture, Installation and Attendance during Commissioning of Four (4) Heat Exchanger Tube Bundles for the Intermixture Refractionator Plant (IRP) at the Transnet Pipelines (TPL) Tarlton Depot

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- 1.2.5 The short descriptions in the Activity Schedule are for identification purposes only. All work described in the Works Information is deemed included in the activities.
- 1.2.6 The Activity Schedule is integrated with the Prices, Accepted Programme and where required the forecast rate of payment schedule.
- 1.2.7 Activities in multiple currencies are separately identified on both the Activity Schedule and the Accepted Programme for each currency.
- 1.2.8 The tendered total of the prices as stated in the Contract Data is obtained from the Activity Schedule summary. The tendered total of the prices includes for all direct and indirect costs, overheads, profits, risks, liabilities and obligations relative to the Contract.

C2.2 Activity Schedule

The Tenderer details his Activity Schedule below or makes reference to his Activity Schedule and attaches it to this schedule.

The details given below serve as guidelines only and the Tenderer may split or combine the activities to suit his particular methods.

Activity No	Activity Description	Unit	Quantity	Price of each activity
A1	Manufacture of Four (4) New Tube Bundles including Factory Acceptance Test	1	4	R
A2	Delivery and Installation of Four (4) new Tube Bundles on site	1	1	R
A3	Attendance to Commissioning of IRP including Site Acceptance Test	1	1	R
A4	Approved Safety File for accessing site for Installation and Commissioning	1	1	R
Total Price (excluding VAT)				
VAT				
Total Price to be carried over to the Form of Offer & Acceptance				

SCOPE OF WORK

Document reference	MANUFACTURE, AND INSTALLATION OF 4 OFF TUBES BUNDLES FOR IRP HEAT EXCHANGERS	No of page
	This cover page	1
	Employer's Works Information	7
	Total number of pages	8

EMPLOYER'S WORKS INFORMATION**Contents**

SCOPE OF WORK	1
SECTION 1.....	3
1 Description of the works	3
1.1 Project background	3
1.2. <i>Employer's</i> objectives	3
1.3. Scope and Deliverables.....	3
SECTION 2	4
2. Access and Control	4
2.1. Employer's Site entry and security control, permits, and site regulation.....	4
SECTION 3	6
3. Contract Management	6
3.2. Planned management meetings and general meetings	6
3.3. Invoicing	6
SECTION 4	7
4.1. Quality assurance requirements	7
SECTION 5.....	7
5.1. HEALTH AND SAFETY REQUIREMENTS.....	7

SECTION 1

1 Description of the works

1.1 Project background

The Intermixture Refractionator Plant (IRP) consists of various Distillation accessory equipment; amongst them are the four (4) Heat Exchangers; EX-002A, EX-002B, EX-002C and EX-002D to transfer heat between products.

The equipment requires major maintenance every three (3) years to ensure that it does not impact on the efficiency of the plant. The last statutory maintenance was completed in May 2020. During this period, the heat exchanger tube bundles were found in poor condition with many repairs. Due to the extent of repairs, the supplier advised that the tube bundles will require replacement at the next shutdown.

1.2. Employer's objectives

The *Employer's* objectives are:

- Supply the new tube bundles for the four (4) Heat Exchangers as per the attached design drawings and specifications (like for like).
- Increase efficiency and reliability of the Refractionator Plant operation.

1.3. Scope and Deliverables

The works that the *Contractor* is to perform involves the manufacture, installation, and attendance during commissioning of four (4) off tube bundles for the heat exchangers (4no):

- **Manufacture and Installation of new Tube bundles:**

- Manufacture and install new tube bundles for the four (4) heat exchangers at the IRP-as per the attached as-built design drawings for "feed/bottoms exchanger forging and Mach" and "feed/bottom exchanger bundles details" (**Refer to Appendix A**).
- General arrangements drawings for heat exchangers are attached for reference (**Refer to Appendix B**).
- Details specifications, parameters, part list, materials are included on the as-built drawings.
- The *Employer* and the *Employer* Approved Inspection Authority (AIA) is to witness the Factory Acceptance Test (FAT).
- The four (4) off tubes bundles need to be installed within the 3 months shutdown period of the IRP, to avoid delays to handover the IRP to operations. Refer to the contract Data for the Site Access Date.
- The *Employer* will provide the AIA for inspection and testing on site after installation.
- The *Contractor* is to be present during the Commissioning of the IRP (estimated duration of 1 week) which will be conducted by the *Employer*.
- The *Contractor* is to sign the Site Acceptance Test (SAT) after Commissioning.

Should the *Contractor* require any drawings, those drawings must be declared during the pre-work commencement meeting and those documents will be made available to the *Contractor* prior to commencement of the works

- **Inclusion in the scope:**

- Compilation and submission of a Quality Control Plan.

-
- Attendance to AIA during inspection at the *Contractor's* workshop for inspection and approval of the manufacturing of the tube bundles.
 - New tubing to comply to **SA179-19,05mm x 2,11 mm x 6,096 mm- 170 per bundle.**
 - New spacer tubes as per **SABS 62.**
 - New Tube Sheets as per **SA266 Gr 2 / Forging.**
 - New Baffles as per **SABS 1431 – Gr 300WA.**
 - New Tie Rods as per **SABS 1431 – Gr 300WA.**
 - New Impingement Plate as per **SABS 1431 – Gr 300WA.**
 - New Lifting Lug as per **SA516 Gr 60.**
 - New Pulling Lug as per **SA516 Gr 70.**
 - New Partition Plate as per **SA516 Gr 60.**
 - New Studs and Bolts as per **SA193 – B7.**
 - New Gaskets as per **Kammprofile.**
 - Procure New Sealing Strips as per **SA516 Gr 60.**
 - New Dowel Pins as per **Gr 4,6.**
 - Assemble Tubes Sheets
 - Load tubes into Unit
 - Assemble Baffles + Tie Rods
 - Assemble all Plates – Impingement + Partition
 - Assemble all gaskets
 - Weld Tubes to tube sheet
 - NDE's on all tube sheet welds
 - Procure new name plate
 - Draught New Manufacture Drawings
 - Pressure Test Unit
 - Deliver Units to Transnet Pipeline
 - Provide Code Data Book
 - Installation of Tube Bundles on site.
 - Mechanical / Thermal Design Calculations
 - Channel Girth Flanges
 - Floating Head Dome
 - Backing Rings
 - Cover Girth Flanges

The *Contractor* will be required to provide the following deliverables on completion of works:

- To provide as-built drawings and Data sheets.
- Factory Acceptance Test (FAT).
- Site Acceptance Test (SAT).
- Twelve (12) Months guarantee for the new tubes bundles from start-up (after commissioning).
- An integrity report of the Tube bundles, and craftsmanship guarantees and any other relevant end of job documents as proof that the components are within the applicable requirements.
- Flame proof Certification.

SECTION 2

2. Access and Control

2.1. Employer's Site entry and security control, permits, and site regulation.

2.1.1. The Contractor complies with the following requirements of the Employer:



All individual entering or exiting the site will have to sign in and out in the primary and secondary access points on site and undergo a Breathalyzer test. All vehicles entering or exiting the site will be subject to searches. All equipment (i.e., laptops) needs to be declared when entering and exiting the site.

All individuals that would be witnessing the installation and commissioning on site will need to provide ID's and SAPS Clearance upfront.

2.1.2. Restrictions to access on Site, roads, walkways, and barricades.

- Certain areas (site, roads, walkways, and barricades) require minimum personal protective equipment, which is communicated through signage throughout the site, all contractor personnel must adhere to these rules. It is also imperative that the Contractor personnel wear fully visible identification tags.

2.1.3. The Contractor complies with the following requirements of the Employer:

- All contractor personnel must undergo induction before conducting any work on site, wear the minimum required personal protective equipment (Flame proof overalls, Safety boots, Safety goggles, Safety gloves and Safety hurt) within site, and adhere to all relevant signage within their working area as well as open a permit before conducting any work.

2.1.4. Working hours

- Work will be conducted between 07:30 and 12:00 and 12:30 to 16:00 from Mondays to Fridays inclusive.

SECTION 3

3. Contract Management

3.2. Planned management meetings and general meetings

The *Employer* will hold a Pre-work commencement meeting to clarify what is required of the *Contractor* over and above the Scope of work. During the contract, management meeting will be held as and when required to ascertain the progress of the work.

All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register are not to be used for the purpose of confirming actions or instructions under the contract as these are to be done separately by the person identified in the conditions of contract to carry out such actions or instructions.

3.3. Invoicing

- When the *Employer* certifies payment following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.
- The invoice must correspond to the *Employer's* assessment of the amount due to the *Contractor* as stated in the payment certificate.
- Invoices must be submitted by the 18thst of the month.
- The invoice states the following:
 - The amount paid to date,
 - Amount for payment (excluding VAT),
 - VAT amount,
 - VAT number for Transnet and Contractor
 - Amount for payment (including VAT),
 - Any interest payable,
 - - N/A
 - A statement is to accompany each invoice,
 - All signed and approved site daily diaries
- The invoice contains the supporting detail:
- Proof of invoice is to be hand delivered on the 18thst of the assessment month. Statements must accompany invoices. The invoice can be emailed
- Invoices submitted by hand are presented to:
 - Invoices TRANSNET PIPELINES
 - 202 ANTON LEMBEDE STREET
 - Durban
 - 4001
 - For the attention of The *Project Manager*: Siyabonga Mnikathi
 - The invoice is presented as original
- The *Contractor* ensures that the *Employer* has his correct banking information to make the electronic payment transfer.
- All payments are provisional and subject to audit. The *Contractor* preserves his records for such a period as legislation requires, but in any event not less than five (5) years.
- The *Employer* deducts any amount owed by the Contractor to the Employer from any amount payable by the *Employer* to the *Contractor*.

- Invoices are payable at the end of the following month of submission provided that all backup has been provided and queries being addressed by the *Contractor* by the 10th of the following month of submission.

SECTION 4

4.1. Quality assurance requirements

The *Contractor* will have to submit all necessary quality documentation to the *Employer*.

4.1.1. Non-Conforming Product

- The *Contractor* shall establish and maintain procedures to control material or products that do not meet the specified requirements.
- All *Contractor* product and/or materials identified as not conforming to requirements shall be dealt with promptly as follows: NEC process will be followed

4.1.2.

4.1.3. Corrective and Preventative Action

- If the *Contractor* proposes a disposition of any non-conforming materials or product which varies from the requirements of the Specification or Contract, such a proposal shall be submitted in writing to TRANSNET whose decision on the proposal shall be obtained in writing before the non-conforming material or product is covered up or incorporated into the Works or is the subject of any other disposition.
- The disposition of non-conformances which do not vary the requirements of the Contract, specification or drawings may be approved by the Contractor following discussion and agreement with TRANSNET, but the decision lies with TRANSNET. NEC process will be followed.

SECTION 5

5.1. HEALTH AND SAFETY REQUIREMENTS

- The *Contractor* shall provide all necessary equipment and PPE for the installation and commissioning of tube bundles on site. As minimum requirement, *Contractor* shall allow:
 - Steel cap boots,
 - Full length overall, either 1 piece or 2 pieces,
 - Hard hat,
 - Reflective vest,
 - Safety glasses and ear protection,
 - Covid 19 masks, gloves and all other disposable or non-disposable consumables.
- The *Contractor* will furnish the Employer with the required Health and Safety documentation prior to the commencement of work on site. Once the *Contractor's* Health & Safety file is approved a site induction will be conducted by the *Employer* then only will the *Contractor* be permitted to commence work.
- The SHE file must include but not limited the following documents:
 - A valid letter of Good Standing with the works man compensation.
 - And proof of relevant insurance to carry out work.
 - *Contractor* Health and Safety Plan correlating with the *Employer* Health, and Safety Guidelines (HAS-GL-001) submitted and approved.
 - Copies of the *Employer* and Contractor's Health, Safety & Environment Policies.
 - Mandatory agreement as per section 37.2 of the OSH ACT. Act 85 of 1993 and CR 5.1 (K).
 - Employee Induction packs shall include the following documents:



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- Employee scope of work.
 - Proof of site-specific induction (*Contractor*).
 - Copy of ID Documents.
 - Legal Letter of Appointment.
 - Abbreviated CV for the management and legal appointees.
 - Proof of competence.
 - Valid entry medical certificate of fitness done by an Occupational Health Practitioner.
 - Baseline Risk Assessment indicating the full scope of work and risk profile.
-
- Copy of equipment registered to be used with copy of each item's inspection checklist.
 - Copy of nominated responsible person to conduct monthly inspections and proof of their competency.
 - Organogram of reporting structure: This document must provide all persons appointed in terms of OHS Act and Regulations (85 of 1993) including contact details and all other statutory registers as required by the OHS Act No. 85 of 1993.

The *Contractor* shall adhere to the Legislation, all relevant Regulation and the Employer Health and Safety Guidelines (HAS-GL-001) will be issued at Tender Stage

PART C4: SITE INFORMATION

Core clause 11.2(16) states

"Site Information is information which

- describes the Site and its surroundings and
- is in the documents which the Contract Data states it is in."

In Contract Data, reference has been made to this Part 4 of the contract for the location of Site Information.

1. Description of the Site and its surroundings

Below is an aerial photo of the TPL Tarlton Depot. The Contractor will enter and exit site from the "Main Gate". He will use the existing round to get to Intermixture Refractionator Plant.



Address

Address (IVW Tanks Site)	N14 Road, TPL Tarlton Depot.
Site Co-ordinates	Long 27.64046629 and Lat -26.07937652
Site Owner	Transnet
Location summary	The sites are situated in the TPL Tarlton Depot.

1.1. General description

Please see attached arial view of Tarlton depot above.

1.2. Existing buildings, structures, and plant & machinery on the Site

Tarlton depot consist of piping, Tanks, Road Tanker and Rail Tanker loading facilities, Spill dam and IRP.

1.3. Subsoil information

No Earthworks will be required.

1.4. Hidden services

No Hidden details the contractor need to take note of.

1.5. Other reports and publicly available information

No other reports required.