

Detection Survey of Two Sections Of 8inch Refined-Product (DJP) Onshore Pipeline.

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:

For The Provision of Inline Inspection Services: Magnetic Flux Leakage (MFL) Wall Loss/ Corrosion Detection Survey of Two Sections Of 8inch Refined-**Product (DJP) Onshore Pipeline**

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 CII	DB registration number:	

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Description of Works: For the Provision of Inline Inspection Services: Magnetic Flux Leakage (MFL) Wall Loss/ Corrosion

Detection Survey of Two Sections Of 8inch Refined-Product (DJP) Onshore Pipeline.

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 Accepta	ınce)
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Part C2 Pricing Data

Part C3 Scope of Work: Service 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.

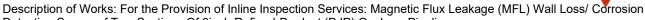
The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other 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 of award.

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.

(Insert name and address of organisation)		
	Date	
	(Insert name and address of organisation)	

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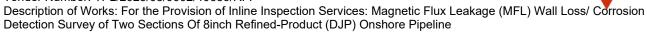


Detection Survey of Two Sections Of 8inch Refined-Product (DJP) Onshore Pipeline

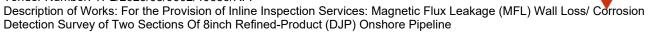
C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data	r
1	General		
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:		
		A:	Priced contract with price list
	dispute resolution Option	W1 :	Dispute resolution procedure
	and secondary Options		
		X2	Changes in the law
		X17:	Low service damages
		X18:	Limitation of liability
		X19:	Task Order
		Z:	Additional conditions of contract
		Z1 :	Obligations in respect of Termination
		Z2:	Security Screening
		Z 3:	Additional clause relating to Collusion
		Z4 :	Protection of Personal Information Act
		Z5:	Contract Hedging
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)		
10.1	The <i>Employer</i> is:	Trans	net SOC Ltd
	Address	Trans 138 E Braan	ered address: enet Corporate Centre floff Street enfontein ennesburg
	Having elected its Contractual Address for the purposes of this contract as:	Durba	anton Lembede Street an a Africa



	Tel No.	ТВА
10.1	The Service Manager is (name):	ТВА
	Address	202 Anton Lembede Street Durban South Africa 4001
	Tel	ТВА
	e-mail	ТВА
11.2(2)	The Affected Property is	Part C4 – Site Information
11.2(13)	The <i>service</i> is	For The Provision of Inline Inspection Services: Magnetic Flux Leakage (MFL) Wall Loss/ Corrosion Detection Survey of Two Sections Of 8inch Refined-Product (DJP) Onshore Pipeline
11.2(14)	The following matters will be included in the Risk Register	All matters recorded in accordance with Clause 16.1 of the Contract.
11.2(15)	The Service Information is in	The Scope of Services
12.2	The law of the contract is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The language of this contract is	English
13.3	The <i>period for reply</i> is	2 weeks
2	The <i>Contractor's</i> main responsibilities	
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2 weeks of the Contract Date
3	Time	
30.1	The starting date is.	01 March 2024
30.1	The <i>service period</i> is	ТВА
4	Testing and defects	No additional data is required for this section of the <i>conditions of contract</i> .
5	Payment	
50.1	The assessment interval is	15 th (Fifteenth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.



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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 the Standard Bank South Africa.
6	Compensation events	No additional data is required for this section of the <i>conditions of contract</i> .
7	Use of Equipment Plant and Materials	No additional data is required for this section of the <i>conditions of contract</i> .
8	Risks and insurance	
83.1	The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is:	Whatever <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act.
83.1	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	
83.1	The <i>Contractor</i> liability to the <i>Employer</i> for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:	The Total of the Prices.
83.1	For any one event, the <i>Contractor</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employers</i> property is limited to:	The Total of the Prices.
83.1	The <i>Contractor</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to:	The Total of the Prices.
9	Termination	There is no Contract Data required for this section of the <i>conditions of contract</i> .
10	Data for main Option clause	

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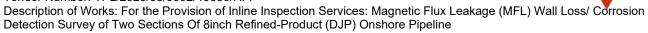
Description of Works: For the Provision of Inline Inspection Services: Magnetic Flux Leakage (MFL) Wall Loss/ Corrosion Detection Survey of Two Sections Of 8inch Refined-Product (DJP) Onshore Pipeline

A	Priced contract with price list		
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	4 weeks.	
20.4	The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the <i>service</i> at intervals no longer than	4 weeks.	
11	Data for Option W1		
W1.1	The <i>Adjudicator</i> is (Name)	arises. If the part agreement on the	gree as and when a dispute ies cannot reach an <i>Adjudicator</i> , the chairman of Arbitrators will appoint
W1.2(3)	The Adjudicator nominating body is:		
	If no <i>Adjudicator nominating body</i> is entered, it is	The Association of Africa)	Arbitrators (Southern
W1.4(2)	The <i>tribunal</i> is:	Arbitration	
W1.4(5)	The <i>arbitration procedure</i> is		Conduct of Arbitrations of Arbitrators (Southern
	The place where arbitration is to be held is	Durban, South Afr	ica
	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 t	
12	Data for secondary Option clauses		
X2	Changes in the law	No additional data	is required for this Option
X17	Low service damages		
X17.1	The service level table is below		
	Where the <i>Contractor</i> fails to deliver the <i>s</i> agreed and accepted milestone timelines a cause of the delay was not due to a fault of	and provided that the	R20 000,00 per day.
	service damages shall be imposed at		
X18	Limitation of liability		

Description of Works: For the Provision of Inline Inspection Services: Magnetic Flux Leakage (MFL) Wall Loss/ Corrosion Detection Survey of Two Sections Of 8inch Refined-Product (DJP) Onshore Pipeline

X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited	
	to	Nil.
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 of an item of Equipment 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 the excluded matters, is limited to	Total of the Prices.
X18.5	The <i>end of liability date</i> is	3 years after the end of the service period.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	3 days of receiving the Task Order
Z	Additional conditions of contract	
Z1	Obligations in respect of Termination	
Z1.1		The following will be included under core clause 91.1:
		In the second main bullet, after the word 'partnership' add 'joint venture whether incorporated 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)
Z1.2	Termination Table	The following will be included under core clause 90.2 Termination Table as follows:
		Amend "A reason other than R1 $-$ R21" to "A reason other than R1 $-$ R23"
Z1.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22

Z2 Security Screening



Z2.1		The contractor will be expected to go through security screening prior to be given access. to Transnet premises. The following documents are needed from the company: -
		 Company registration number. CIPC registration. Company TAX clearance TCS Pin. Copies of ID of directors. Fingerprints of directors (Use SAP 91) to be found at local SAPS. Original fingerprints must be submitted. Copies of ID of employees who will be working on site. Fingerprint of employees who will be working on site (Use SAP 91) to be found at local SAPS. Original fingerprints must be submitted. The contractor must make a copy of the extra Departmental documents and take. it to SAPS which prevents them from paying.
		Note: Please take note that this process takes approximately 2 weeks for screening to take place once all required documentation has been submitted.
Z3	Additional clause relating to Collusion	
Z3.1		The contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting.
Z4	Protection of Personal Information Act	
Z4.1		The <i>Employer</i> and the <i>Contractor</i> 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
Z 5	Contract Hedging	
Z5.1		Parties herein agree that the final Total of the Prices in rand value will be finalized within 48 hours of contract date. The forward rates are to be confirmed and accepted by Transnel SOC Limited Treasury. To this end a compensation event will be issued to cover the foreign currency conversion to Rand value equivalent.

Description of Works: For The Provision of Inline Inspection Services: Magnetic Flux Leakage (MFL) Wall Loss

Corrosion Detection Survey of Two Sections Of 8inch Refined-Product (DJP) Onshore Pipeline



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C1.2 Contract Data

Part two - Data provided by the Contractor

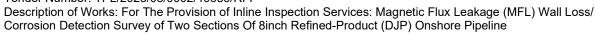
The tendering contractor is advised to read both the NEC3 Term Service Contract (June 2005) and the relevant parts of its Guidance Notes (TSC3-GN) in order to understand the implications of this Data which the tenderer is required to complete.

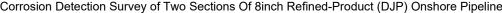
Completion of the data in full, according to Options chosen, is essential to create a complete contract.

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(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor'</i> s plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key persons are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	

Transnet Pipelines

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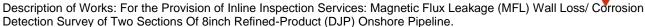


CV's (and further key person's data including
CVs) are in

		,	
A	Priced contract with price list		
11.2(12)	The <i>price list</i> is in		
11.2(19)	The tendered total of the Prices is	R	

Transnet Pipelines

Tender Number: TPL/2023/08/0002/40686/RFP



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.

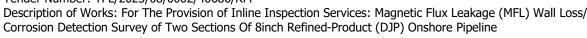
No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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	(Insert name and address of organisation)	(Insert name and address of organisation)
Name & signature of witness		
Date		

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PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	1
C2.2	Price List	2

Description of Works: For The Provision of Inline Inspection Services: Magnetic Flux Leakage (MFL) Wall Loss

Corrosion Detection Survey of Two Sections Of 8inch Refined-Product (DJP) Onshore Pipeline



C2.1 Pricing instructions: Option A

1.1 The conditions of contract

1.2 How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Term Services Contract (TSC), June 2005 (with amendments June 2006 and April 2013) Option A states:

Identified 11 and defined terms 11.2

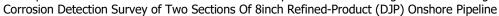
- (17) The Price for Services Provided to Date is the total of
 - the Price for each lump sum item in the Price List which the Contractor has completed and
 - where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed 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.

1.3 **Measurement and Payment**

- 1.3.1 The Price List provides the basis of all valuations of the Price for Services Provided to Date, payments in South African rands and general progress monitoring.
- 1.3.2 Payment milestones are as follows:
 - 1.3.2.1. Payment at conclusion of infield works for inspection capped at 30% of the total sum per pipeline section.
 - 1.3.2.2. Payment for delivery of preliminary report capped at 10% of the total sum per pipeline section
 - 1.3.2.3. Payment for delivery of final report capped at 40% of the total sum per pipeline section.
 - 1.3.2.4. Payment at acceptance of final report at 20% of total sum per pipeline section.
- 1.3.3 The Price List work breakdown structure is compiled to the satisfaction of the Employer with any additions and/or amendments deemed necessary.
- 1.3.4 The activity/milestone provided by the Employer and is sufficient detail to monitor completion of activities related to the operations on the Accepted Plan in order that payment of completed activities may be assessed.
- The Prices are obtained from the Price List. The Prices includes for all direct and indirect 1.3.5 costs, overheads, profits, risks, liabilities, obligations, etc. relative to the contract.

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C2.2 Price List

Infield works:

	Sasolburg - Klerksdorp	Tarlton - Rustenberg
Inspection		

Data analysis:

	Sasolburg - Klerksdorp	Tarlton - Rustenberg
Preliminary report delivery		
Final report delivery		
Final report acceptance		

	Sasolburg - Klerksdorp	Tarlton - Rustenburg
TOTAL SUM (Excl. Vat)		
VAT 15% (if applicable)		
TOTAL SUM (Incl. Vat)		

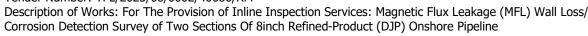
Risk Management (contingency):

Kindly fill the below table in the event that additional charges are required.

	Description		Price
Contingency charges	Additional mobilization	Personnel	
		Equipment	
	Rerun (repeat MFL survey)	(% or flat rate)	
	Additional cleaning	Cleaning run	
Delayed progress	Daily standby/ idle time	Personnel	
		Equipment	
Total loss values	Caliper tool	Each	
	Reference marker units	Each	
	MFL tool	Each	
	Dummy tool	Each	
	INS tool	Each	

Transnet Pipelines

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Part C2: Pricing Data Pricing Instructions & Price List, Option A CPM 2020 Rev 02 Page 4 of 4