



C1.1 Form of Offer & Acceptance

Offer

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

INSPECTION, MAINTENANCE AND REPAIR OF TARLTON INTERMIXTURE REFRACTIONATOR PLANT MOTORS

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:



Transnet Pipelines

Contract Number: TPL/2023/10/0002/44785/Rfq

DESCRIPTION OF THE WORKS: INSPECTION, MAINTENANCE AND REPAIR OF TARLTON INTE
REFRACTIONATOR PLANT MOTORS FOR TRANSNET PIPELINES FOR A ONCE OFF PERIOD.

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: 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.

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date



Transnet Pipelines

Contract Number: TPL/2023/10/0002/44785/RFQ

DESCRIPTION OF THE WORKS: INSPECTION, MAINTENANCE AND REPAIR OF TARLTON INTE
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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



C1.2 Contract Data

Part one - Data provided by the Employer

Clause	Statement	Data
1	General	
	The conditions of contract are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option and secondary Options	W1: Dispute resolution procedure
		X2 Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		Z: Additional conditions of contract
		Z1: Intellectual property
		Z2: Assignment and Waiver
		Z3: Right Reserved by Transnet to Conduct State Security Agency (SSA) Vetting
		Z4: Protection of Personal Information Act
		Z5: Additional Clause Relating to Collusion
		Z6: Obligations in respect of Joint Venture Agreements
		Z7: Obligations in respect of Subcontracting (If applicable)
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	

10.1	The Employer is:	Transnet SOC Ltd
	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 (TPL) 202 Anton Lembede Street Durban 4001
10.1	The Service Manager is (name):	TBC
	Address	Transnet Pipelines (TPL) 202 Anton Lembede Street Durban 4001
	Tel	TBC
	e-mail	<u>TBC</u>
11.2(2)	The Affected Property is	Refer to Part C3
11.2(13)	The service is	INSPECTION, MAINTENANCE AND REPAIR OF TARLTON INTERMIXTURE REFRACTIONATOR PLANT MOTORS
11.2(14)	The following matters will be included in the Risk Register	All those matters recorded in accordance with clause 16.1 of the Contract <ul style="list-style-type: none"> • Working at National Key Point Sites • Working on sites where there are other contractors executing works • Working on Operational Depots • Working in a Petrochemical environment
11.2(15)	The Service Information is in	INSPECTION, MAINTENANCE AND REPAIR OF TARLTON INTERMIXTURE REFRACTIONATOR PLANT MOTORS
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 period for reply is	2 weeks

2	The Contractor's main responsibilities	(If the optional statement for this section is not used, no data will be required for this section)
21.1	The Contractor submits a first plan for acceptance within	2 weeks of the Contract Date
3	Time	(2 Months)
30.1	The starting date is.	TBC
30.1	The service period is	TBC
4	Testing and defects	No additional data is required for this section of the conditions of contract.
5	Payment	
50.1	The assessment interval is	15th (Fifteenth) day of each successive month.
51.1	The currency of this contract 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 interest rate is	The prime lending rate of the Standard Bank South Africa.

6 Compensation events

60.1(13) The weather measurements
to be recorded for each calendar month are, **The cumulative rainfall (mm)**

The number of days with rainfall more than 10 mm

The number of days with minimum air temperature less than 0 degrees Celsius

the number of days with snow lying at 08:00 hours South African Time

And these measurements: 10mm

The place where weather is to be recorded (on the Site) is: **Site as defined in Clause 11.2(15) above**

The weather data are the records of past weather measurements for each calendar month which were recorded at: **The closest weather station to the site under execution**

and which are available from: **South African Weather Service 012 367 6023 or info3@weathersa.co.za.**

7	Use of Equipment Plant and Materials	No additional data is required for this section of the conditions of contract.
8	Risks and insurance	
80.1	These are additional Employers risks	None
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 Contractor) caused by activity in connection with this contract for any one event is:	Whatever Contractor deems necessary as the Employer 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 Contractor 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 Contractor's 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 10 000 000	
83.1	The Contractor liability to the Employer 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 Contractor liability to the Employer for loss of or damage to the Employers property is limited to:	The Total of the Prices.
83.1	The Contractor total liability to the Employer 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 conditions of contract.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The Contractor prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	4 weeks.
11	Data for Option W1	



Transnet Pipelines

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W1.1	The Adjudicator is (Name)	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the Adjudicator, the chairman of the Association of Arbitrators will appoint an Adjudicator.
W1.2(3)	The Adjudicator nominating body is: If no Adjudicator nominating body is entered, it is	The Association of Arbitrators (Southern Africa)
W1.4(2)	The tribunal is:	Arbitration
W1.4(5)	The arbitration procedure is The place where arbitration is to be held is 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 Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa) Durban, South Africa The Chairman of the Association of Arbitrators (Southern Africa)

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 amount of the low service damages on completion of works.	R 2000 per day
X18	Limitation of liability	
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	Nil.
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to	The deductible of the relevant insurance policy
X18.3	The Contractor's liability for Defects due to his design of an item of Equipment is limited to	The cost of correcting the defect.

X18.4 The Contractor's total liability to the Employer, 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 end of liability date is **3 years after the end of the service period.**

Z Additional conditions of contract		
Z1	Intellectual property	
Z1.1		Intellectual property rights (including patents, copyright, trademarks etc.) rest with the party owning them
Z1.2		The Employer indemnifies the Contractor against any claim or action (including costs) caused by or arising from the failure as the Employer to obtain such consent and the contractor indemnifies the Employer against any claim or action (including costs) caused by or arising from the failure of the Contractor to obtain such consent.
Z2	Assignment and Waiver	
Z2.1		No rights, duties or liabilities under this contract may be ceded, assigned, transferred, conveyed or otherwise disposed of by either Party (Employer or Contractor) without the prior written consent of the other Party (Employer or Contractor), which consent shall not be unreasonably withheld.
Z2.2		No grant by the Contractor or the Employer to the other of any concession, waiver, condonation or allowance is, in respect of any specific event or circumstance other than of which the grant was made, to constitute a waiver of the rights of the grantor in terms of the Contract or an estoppel of the grantor's right to enforce the provisions of the Contract.
Z3	Right Reserved By Transnet To Conduct Vetting Through State Security Agency (SSA):	

Z3.1		<p>Transnet 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	Protection Of Personal Information Act:	
Z4.1		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
Z5	Additional Clause Relating To Collusion In The Construction Industry	
Z5.1		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
Z6	Additional clauses relating to Joint Venture	



Z6.1		<p>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.</p> <p>The Joint Venture agreement shall contain but not be limited to the following:</p> <ul style="list-style-type: none"> • 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: <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> 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; <p>The names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.</p>
Z7	Obligations in respect of Subcontracting (If applicable)	
Z7.1		<p>It will be a material term of this contract that the Contractor must subcontract a minimum of 30% of the value of the contract.</p>



Z7.2		The Contractor's Subcontracting percentage as detailed in the tender submission Returnable T2.2 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the Contractor has failed in full to meet the material term of the contract, which may constitute a reason for termination.
Z7.3		The Contractor shall report to the Employer on a monthly basis during the term of the Contract, the amounts spent on each sub-contractor.
		<p>Insert addition to Clause 26.2. The Contractor may not replace any sub-contractor without acceptance of the Service Manager. The Service Manager shall before acceptance of a replacement by the Contractor of any sub-contractor as detailed in the tender submission Returnable T2.2, obtain representations or input from the initial sub-contractor to make an informed decision as to the proposed replacement.</p> <p>The sub-contracting arrangement/contract remains between the Contractor and sub-contractor.</p>

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 Contractor is (Name): Address Tel No. Fax No.	
11.2(8)	The direct fee percentage is The subcontracted fee percentage is%%
11.2(14)	The following matters will be included in the Risk Register	.....
11.2(15)	The Service Information for the Contractor'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:	.....
	
		CV's (and further key person's data including CVs) are in

A Priced contract with price list		
11.2(12)	The price list is in	Part C2
11.2(19)	The tendered total of the Prices is	R.....

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 multiple currencies and general progress monitoring.

1.3.2 The amount due at each assessment date is based on activities and/or milestones completed as indicated on the Price List.

1.3.3 The Price List work breakdown structure provided by the *Contractor* is based on the activity/milestone 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 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 *Contractor's* detailed Price List summates back to 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.

1.3.5 The Prices are obtained from the Price List. The Prices includes for all direct and indirect costs, overheads, profits, risks, liabilities, obligations, etc. relative to the contract.

C2.2 Price List

SECTION A – MONTHLY SERVICE AND MAINTENCE OF THE HVAC SYSTEM AT THE NATIONAL OPERATING CENTRE					
ITEM DESCRIPTION		QTY	UNIT	RATE	COST
1	Collection, Inspection and Report				
1.1	Collection and transportation of the 10 x motors from TPL Tarlton IRP site to service provider place of work. All motors to be transported at once).	1	Sum		
1.2	Striping, Inspection and provide a detailed report for all 10 x motors. TPL to confirm findings from inspection at service provider workshop before repair of motors.	1	Sum		
2	Repair or overhaul of X01, X02, X05 and X06 - 50Hz 15KW 380 Volts motors:				
2.1	Replace drive end bearing type 6309-C3	4	No		
2.2	Replace non drive end bearing type 6209-Z-C3	4	No		
2.3	Cleaning of stator and rotor	4	No		
2.4	Perform winding resistance testing	4	No		
2.5	Repair windings if damaged.	4	No		
2.6	Varnishing of stator winding and rotor	4	No		
2.7	Assemble of motors	4	No		
2.8	Performance testing at service provide workshop after repairs. TPL to witness the test of motors.	4	No		
2.9	Certify motors and issue flame proof certificate of compliance (COC)	4	No		
2.10	Delivery of all 4 motors on site.	1	Sum		
2.11	Installation and commissioning of motors on site and Site acceptance certificate.	4	No		
3	Repair or overhaul of Q01, Q02, and Q04 50Hz 37KW 380 Volts motors				
3.1	Replace drive end bearing type 6309-C3	3	No		
3.2	Replace non drive end bearing type 6209-Z-C3	3	No		

SECTION A – MONTHLY SERVICE AND MAINTENANCE OF THE HVAC SYSTEM AT THE NATIONAL OPERATING CENTRE					
ITEM DESCRIPTION		QTY	UNIT	RATE	COST
3.3	Cleaning of stator and rotor	3	No		
3.4	Perform winding resistance testing	3	No		
3.5	Repair windings if damaged.	3	No		
3.6	Varnishing of stator winding and rotor	3	No		
3.7	Assemble of motors	3	No		
3.8	Performance testing at service provider's workshop after repairs. TPL to witness the test of motors.	3	No		
3.9	Certify motors and issue flame proof certificate of compliance (COC)	3	No		
3.10	Delivery of all 3 Motors on site	1	Sum		
3.11	Installation and commissioning of motors on site and Site acceptance certificate.	3	No		
4	Repair or overhaul of X07, and X08, 50Hz 75KW 380 Volts motors				
4.1	Replace drive end bearing type 6309-C3	2	No		
4.2	Replace non drive end bearing type 6209-Z-C3	2	No		
4.3	Cleaning of stator and rotor	2	No		
4.4	Perform winding resistance testing	2	No		
4.5	Repair windings if damaged.	2	No		
4.6	Varnishing of stator winding and rotor	2	No		
4.7	Assemble of motors	2	No		
4.8	Performance testing at service provider's workshop after repairs. TPL to witness the test of motors.	2	No		
4.9	Certify motors and issue flame proof certificate of compliance (COC)	2	No		
4.10	Delivery of 2 motors on site	1	Sum		
4.11	Installation and commissioning of motors on site and Site acceptance	2	No		
5	Repair or overhaul of X03 and X04, 50Hz 55KW 380 Volts motors				
5.1	Replace drive end bearing type 6309-C3	2	No		
5.2	Replace non drive end bearing type 6209-Z-C3	2	No		

Transnet Pipelines

TENDER NUMBER: TPL/2023/10/0002/44785/RFQ

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SECTION A – MONTHLY SERVICE AND MAINTENCE OF THE HVAC SYSTEM AT THE NATIONAL OPERATING CENTRE					
ITEM DESCRIPTION		QTY	UNIT	RATE	COST
5.3	Cleaning of stator and rotor	2	No		
5.4	Perform winding resistance testing	2	No		
5.5	Repair windings if damaged.	2	No		
5.6	Varnishing of stator winding and rotor	2	No		
5.7	Assemble of motors	2	No		
5.8	Performance testing at service provider's workshop after repairs. TPL to witness the test of motors.	2	No		
5.9	Certify motors and issue flame proof certificate of compliance (COC)	2	No		
5.10	Delivery of the 2 motors on site	1	Sum		
5.11	Installation and commissioning of motor on site and Site acceptance certificate.	2	No		
6	Safety File				
6.1	Safety file	1	Sum		
TOTAL					

C2.2 Price List

SUMMARY OF PRICES

ITEM NO	DESCRIPTION	PRICE
1	Collection, Inspection and Report	
2	Repair or overhaul of X01, X02, X05 and X06 - 50Hz 15KW 380 Volts motors:	
3	Repair or overhaul of Q01, Q02, and Q04 50Hz 37KW 380 Volts motors	
4	Repair or overhaul of X07, and X08, 50Hz 75KW 380 Volts motors	
5	Repair or overhaul of X03 and X04, 50Hz 55KW 380 Volts motors	
6	Safety File	
THE TOTAL OF THE PRICES		
VAT		
TOTAL INCL. VAT		