Tender Number: TPL/2025/10/0005/109151/RFQ

Description of Service: THE PROVISION OF INSPECTION AND CALIBRATION SERVICES FOR PRESSURE

RELIEF DEVICES AT VARIOUS TRANSNET PIPELINES SITES FOR A PERIOD OF FOUR (4) YEARS



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:

The Provision of Inspection and Calibration Services for Pressure Relief Devices at Various Transnet Pipelines Sites for a period of Four (4) Years

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

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 n	ame and address of organisation)		
Name & signature of witness		Date	
Tenderer's CIDB regist	tration number:		

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RELIEF DEVICES AT VARIOUS TRANSNET PIPELINES SITES FOR A PERIOD OF FOUR (4) YEARS

Scope of Work: Service Information



Acceptance

Part C3

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

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	

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Description of Service: THE PROVISION OF INSPECTION AND CALIBRATION SERVICES FOR PRESSURE



TRANSNER

RELIEF DEVICES AT VARIOUS TRANSNET PIPELINES SITES FOR A PERIOD OF FOUR (4) YEARS

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.
- 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*

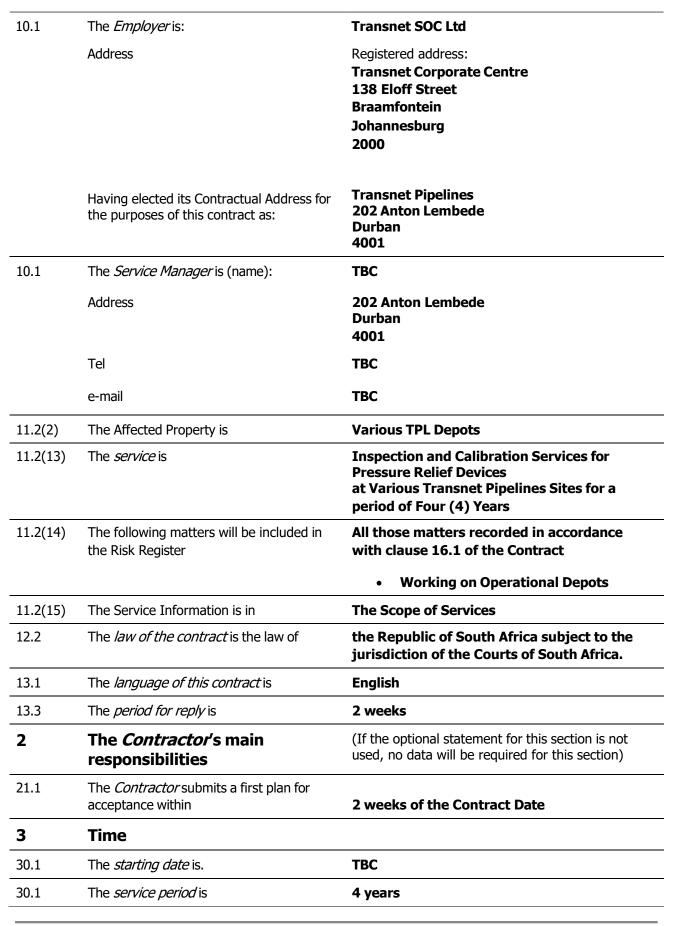
Clause	Statement	Data	
1	General		
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:		
		A:	Priced contract with price list
	dispute resolution Option	W1 :	Dispute resolution procedure
	and secondary Options		
		X1:	Price adjustment for inflation
		X2	Changes in the law
		X17:	Low service damages
		X18:	Limitation of liability
		Z:	Additional conditions of contract
		Z1 :	Additional obligations in respect of Termination
		Z2:	Right Reserved by the Employer to Conduct Screening through SSA
		Z3 :	Additional Clause Relating to Collusion in the Industry
		Z4 :	Protection of Personal Information Act
		Z5 :	Intellectual property
		Z6: Z7:	Assignment and Waiver Additional clauses relating to Joint
		-/ ·	Venture Venture

of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)

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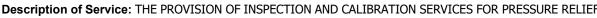


DEVICES AT VARIOUS TRANSNET PIPELINES SITES FOR A PERIOD OF FOUR (4) YEARS



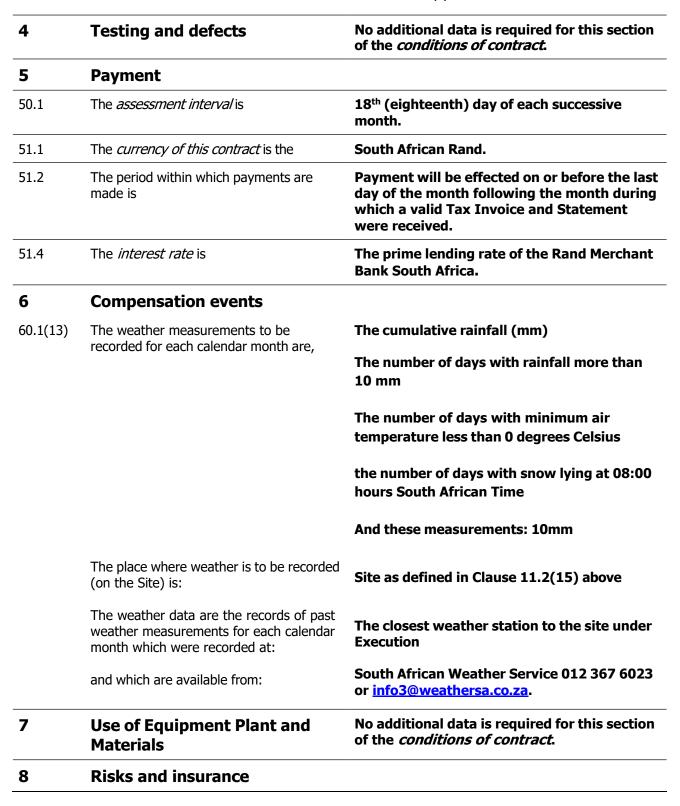
TRANSNET

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TRANSNER

DEVICES AT VARIOUS TRANSNET PIPELINES SITES FOR A PERIOD OF FOUR (4) YEARS



C1.2: Contract Data provided by the *Employer*

Tender Number: TPL/2025/10/0005/109151/RFQ

Description of Service: THE PROVISION OF INSPECTION AND CALIBRATION SERVICES FOR PRESSURE RELIEF

DEVICES AT VARIOUS TRANSNET PIPELINES SITES FOR A PERIOD OF FOUR (4) YEARS

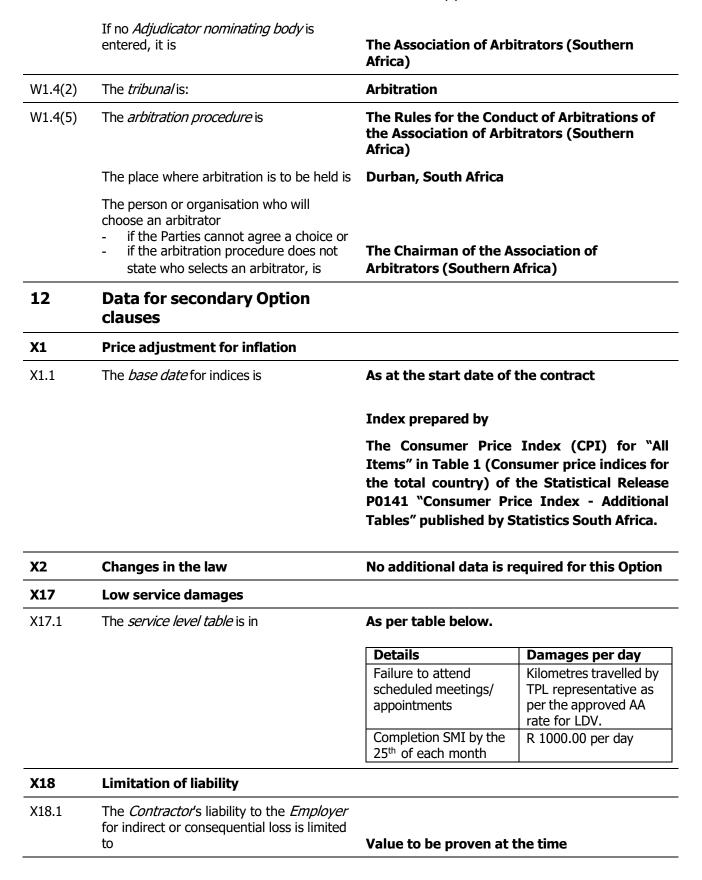
W1.2(3)	The <i>Adjudicator nominating body</i> is:	an <i>Adjudicator.</i>
W1.1	The <i>Adjudicator</i> is (Name)	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i> , the chairman of the Association of Arbitrators will appoint
11	Data for Option W1	
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.
A	Priced contract with price list	
10	Data for main Option clause	
9	Termination	There is no Contract Data required for this section of the <i>conditions of contract</i> .
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.
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> 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	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 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	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.

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Description of Service: THE PROVISION OF INSPECTION AND CALIBRATION SERVICES FOR PRESSURE RELIEF

DEVICES AT VARIOUS TRANSNET PIPELINES SITES FOR A PERIOD OF FOUR (4) YEARS



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DEVICES AT VARIOUS TRANSNET PIPELINES SITES FOR A PERIOD OF FOUR (4) YEARS

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 <i>service period</i> .
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	5 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"

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DEVICES AT VARIOUS TRANSNET PIPELINES SITES FOR A PERIOD OF FOUR (4) YEARS



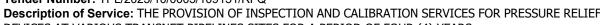
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Z2 Right Reserved by Transnet to Conduct Screening through SSA Z2.1 The Employer reserved the right to conduct screening through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations: The following documents are needed from the company:-1. Company registration number. 2. CIPC registration. 3. Company TAX clearance TCS Pin. 4. Copies of ID of directors. 5. Fingerprints of directors (Use SAP 91) to be found at local SAPS. Original fingerprints must be submitted. 6. Copies of ID of employees who will be working on site. 7. Fingerprint of employees who will be working on site (Use SAP 91) to be found at local SAPS. Original fingerprints must be submitted. 8. The contractor must make a copy of the extra Departmental documents and take it to SAPS which prevents them from paving. 9. In the event the Contractor is not cleared by SSA, the Employer will terminate the contract forthwith. Note: Please take note that SSA takes four (4) weeks for screening to take place once all required documentation has been submitted. **Z3** Additional clause relating to Collusion in the Construction Industry 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 *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

Intellectual property

Z.5

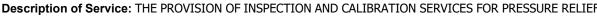
Tender Number: TPL/2025/10/0005/109151/RFQ



DEVICES AT VARIOUS TRANSNET PIPELINES SITES FOR A PERIOD OF FOUR (4) YEARS

	Intellectual property rights (including patents, copyright, trademarks etc.) rest with the party owning them
	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.
Assignment and Waiver	
	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.
	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
	Assignment and Waiver

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DEVICES AT VARIOUS TRANSNET PIPELINES SITES FOR A PERIOD OF FOUR (4) YEARS



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;

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

Description of Service: THE PROVISION OF INSPECTION AND CALIBRATION SERVICES FOR PRESSURE RELIEF DEVICES AT VARIOUS TRANSNET PIPELINES SITES FOR A PERIOD OF FOUR (4) YEARS



C1.2 Contract Data

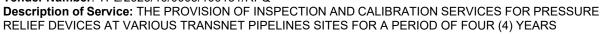
Part two - Data provided by the Contractor

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	State	ment	Data
10.1	The Contractor is (Name):		
	Address		
	Tel No.		
	Fax No.		
11.2(8)	The dire	ect fee percentage is	%
	The sui	<i>bcontracted 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 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:	

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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