TRANSNET PIPELINES
TENDER NUMBER: TPL/2023/03/0011/24344/RFP
DESCRIPTION OF THE SERVICES: Provision of Advanced Support for OASYS Control System for Transnet Pipelines
Network on an "as and when required basis" for a period of five (5) years.

TRANSNET

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:

ADVANCED SUPPORT CONTRACT FOR OASYS CONTROL SYSTEM WITHIN TRANSNET PIPELINES NETWORK

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 NEC3 PSC *Consultant* 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.

OEM CUSTOMER FIRST AGREEMENT - OFFER

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)	

ADVANCE SUPPORT FOR OASYS SCADA AT ALL TRANSNET PIPELINE DEPOTS, NOC AND IMCC INSTALLATION - OFFER

The offered total of the Prices exclusive of VAT is	Not Applicable – Cost reimbursable
Value Added Tax @ 15% is	Not Applicable – Cost reimbursable
The offered total of the Prices inclusive of VAT is	Not Applicable – Cost reimbursable
(in words) Not Applicable – Cost reimbursable	

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 *NEC3 PSC Consultant* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)
....

Capacity
....

....

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TRANSNET

**for the
tenderer:**

....

(Insert name and address of organisation)

Name &
signature of
witness   Date

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 *Consultant* 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 Services

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 and *conditions of contract* 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 of contract. Unless the tenderer (now the *NEC3 PSC Consultant*) 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

....

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TRANSNET

for the
Employer:

Transnet SOC (Ltd)

Name &
signature of
witness

Date

TRANSNET

Schedule of Deviations

No.	Subject	Details
1	…………	…………
2	…………	…………

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)*	**Transnet SOC (Ltd)**
Name & signature of witness		
Date		