



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 Maintenance, Repairs and Replacement of Heating, Ventilation and Air Conditioning (HVAC) System and Chillers at Transnet Pipelines Pump Stations and Terminals.

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) Date

Capacity

**For the
tenderer:**

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.

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 annexures 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 Transnet Pipelines on behalf of Transnet SOC limited
Employer

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

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 annexures 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

Transnet Pipelines on behalf of Transnet
SOC limited
202 Anton Lembede Street, Durban
4001

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	
		Engineering and Construction Contract (ECC)
		Option A: Priced contract with activity schedule
	dispute resolution Option and secondary Options	W1: Dispute resolution procedure
		X2: Changes in the law
		X7: Delay damages
		X13: Performance bond
		X16: Retention
		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: Additional Clause Relating to Collusion
		Z5: Protection of Personal Information Act
		Z6: Additional clause relating to Performance Bonds and/or Guarantees
		Z7: Obligations in respect of Joint Venture Agreements
		Z8: Compensation events
	of the NEC3 Engineering and Construction Contract April 2013 ¹	

¹ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009



10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Reg no. 1990/000900/30)
	Address	Johannesburg
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Pipelines 202 Anton Lembede Street Durban, South Africa 4001
10.1	The <i>Project Manager</i> is: (Name)	TBC
	Address	Transnet Pipelines 202 Anton Lembede Street Durban, South Africa 4001
	Tel	TBC
	Fax	n/a
	e-mail	TBC
10.1	The <i>Supervisor</i> is: (Name)	TBC
	Address	Transnet Pipelines 202 Anton Lembede Street Durban, South Africa 4001
	Tel No.	TBC
	Fax No.	n/a
	e-mail	TBC
11.2(13)	The <i>works</i> are	The Provision of Maintenance, Repairs and Replacement of Heating, Ventilation and Air Conditioning (HVAC) System and Chillers at Transnet Pipelines Pump Stations and Terminals.
11.2(14)	The following matters will be included in the Risk Register	1. Community Unrest 2. Local Business Forums 3. Working at National Key Point Sites 4. Working on sites where there are other contractors executing works. 5. Working on Operational Depots 6. Working in a Petrochemical environment
11.2(15)	The <i>boundaries of the site</i> are	As prescribed in Part C3
11.2(16)	The Site Information is	As prescribed in Part C3
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 Contractor's 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	01 October 2027.	
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
	As described in detail Part 3 Works Information		
		Description All sites in Section 1 All sites in Section 2 All sites in Section 3 NB: Applicable for Maintenance Scope	Key Date TBC
	<i>Key dates</i> will be based on the bidder's programme		
30.1	The <i>access dates</i> are	Part of the Site 1 All sites in Section 1 All sites in Section 2	Date 1 October 2024 (subject to safety file approval)
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.	
31.2	The <i>starting date</i> is	01 October 2024	
32.2	The Contractor submits a revised programme	on the 15th of each month and the last working day of each month	



4 Testing and Defects

42.2	The <i>defects date</i> is	52 weeks after Completion of the whole of the works.
43.2	The <i>defect correction period</i> is	2 weeks

5 Payment

50.1	The <i>assessment interval</i> is monthly on the	15th (fifteenth) day of each successive month, and the final invoice to be submitted by the 20th (twentieth) 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	30 days from date of receipt of valid Tax Invoice and month-end Statement.
51.4	The <i>interest rate</i> is	Prime lending rate of the Rand Merchant Bank South Africa as determined from time to time.

6 Compensation events

60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm)
		the number of days with rainfall more than 10 mm
	The place where weather is to be recorded (on the Site) is:	The site under execution
	The <i>weather data</i> are the records of past <i>weather measurements</i> 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 Services 012 367 6000 or info4@weathersa.co.za.

7 Title

No additional data is required for this section of the conditions of contract.

8 Risks and insurance

84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>works</i> , Plant, Materials and Equipment) and liability for bodily injury to 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 the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.
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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.

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: Blanket Principal Controlled Insurance (BPCI), Principal Controlled Insurance (PCI), Principal Controlled Contractors Liability Insurance, Principal Controlled Insurance One-off; and Project Specific Insurance	R	<table><tr><td>Select one</td><td></td></tr><tr><td>BPCI</td><td>x</td></tr><tr><td>PCI</td><td></td></tr><tr><td></td><td></td></tr><tr><td>PCI Liab only</td><td></td></tr><tr><td>PCI One Off</td><td></td></tr><tr><td>PSI</td><td></td></tr></table>	Select one		BPCI	x	PCI				PCI Liab only		PCI One Off		PSI	
Select one																	
BPCI	x																
PCI																	
PCI Liab only																	
PCI One Off																	
PSI																	
84.1	The <i>Employer</i> provides these insurances from the Insurance Table 1 Insurance against: Cover / indemnity: The deductibles are: 2 Insurance against: Cover / indemnity The deductibles are	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the selected Insurance policy for Contract Works/ Public Liability. to the extent as stated in the selected insurance policy for Contract Works / Public Liability as stated in the selected insurance policy for Contract Works / Public Liability (Principal Controlled Insurance) Loss of or damage to property (except the <i>works</i>, plant, 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 selected insurance policy for Contract Works / Public Liability Is to the extent as stated in the selected insurance policy for Contract Works / Public Liability as stated in the selected insurance policy for Contract Works / Public Liability															
84.1	3 Insurance against: Cover / indemnity The deductibles are:	Loss of or damage to Equipment (Temporary Works only) as stated in the selected insurance policy for contract Works and Public Liability Is to the extent as stated in the selected insurance policy for Contract Works / Public Liability As stated in the selected insurance policy for Contract Works / Public Liability															



4	Insurance against: Cover / indemnity The deductibles are	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon Cover / indemnity is to the extent provided by the SASRIA coupon 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.
84.1	The <i>Contractor</i> provides these additional insurances.	1 Where the contract requires that the design of any part of the <i>works</i> shall be provided by the <i>Contractor</i>, the <i>Contractor</i> shall satisfy the <i>Employer</i> 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 <i>works</i> at premises other than the site, the <i>Contractor</i> shall satisfy the <i>Employer</i> that such plant & materials, components or other goods for incorporation in the <i>works</i> are adequately insured during manufacture and/or fabrication and transportation to the site. 3 Should the <i>Employer</i> have an insurable interest in such items during manufacture of fabrication, such interest shall not be noted by endorsement to the <i>Contractor's</i> policies of insurance as well as those of any subcontractor 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 R5,000,000.00 5 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 <i>Employer</i>. The <i>Contractor</i> shall arrange with the insurer to submit to the <i>Project Manager</i> 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 <i>Contractor</i>		
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.		
60.6	The <i>method of measurement</i> is	As per Pricing Instruction for Section 1, 2 & 3 included as per Contract Data Part C2		
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:	The Chairman of the Association of Arbitrators (Southern Africa)		
	If no <i>Adjudicator nominating body</i> is entered, it is:	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, KwaZulu Natal		
	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		
X7 & X5	Sectional Completion and delay Damages	used together		
X5.1	Sectional Completion	<u>Section</u>	<u>Description</u>	<u>Completion Date</u>
X7.1		1	Completion of Section 1	based on the
		2	Completion of Section 2	bidder's accepted programme



X7.1	Delay Damages for late Completion of each section of services are:	<u>Section</u>	<u>Description</u>	<u>Amount per day</u>
X5.1		1.	Completion of Section 1	R 5 000,00
		2.	Completion of Section 2	R 5 000,00
				<u>Note: The Delay damages is capped at 10% per phase</u>
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	R 5 000,00 per day excl. VAT to maximum of 10% of the prices. The parties agree that this constitutes a genuine pre-estimate of the damages		
X13	Performance Bond			
X13.1	The amount of the Performance Bond is	5% of the total of the Price at the contract date (excluding V.A.T.) Refer to Clause Z7. By an issuer reasonably acceptable to Transnet SOC Ltd		
X16	Retention			
X16.1	The <i>retention free amount</i> is	0% of the Total of the Prices.		
	The <i>retention percentage</i> is	10% of the Total of the Prices. The Employer will accept a retention bond in lieu of retention covering 10% (ten percent) of the Total of the Prices, valid until completion and a retention of retention bond in lieu of retention covering 5% (five percent) of the total of the Prices until the Defects Date.		
X16.2	The amount retained is halved	- In the assessment made at Completion of the whole of the works or - In the next assessment after the <i>Employer</i> has taken over the whole of the <i>works</i> if this is before Completion of the whole of the <i>works</i>.		
		The amount retained remains at this amount until the Defects Certificate is issued. No amount is retained in the assessments made after the Defects Certificate has been issued.		
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:	Nil
X18.2	The <i>Contractor's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to:	The Total of the Prices
X18.3	The <i>end of liability date</i> is	2 (Two) years after Completion of the whole of the services
Z	<i>Additional conditions of contract</i>	
	The <i>additional conditions of contract</i> are:	
Z 1	Intellectual property	
Z 1.1	Intellectual property rights (including patents, copyright, trademarks etc.) rest with the party owning them.	
Z 1.2	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.	
Z 2	Assignment and Waiver	
Z 2.1	No rights, duties or liabilities under this contract may be ceded, assigned, transferred, conveyed or otherwise disposed of by either Party (<i>Employer or Contractor</i>) without the prior written consent of the other Party (<i>Employer or Contractor</i>), which consent shall not be unreasonably withheld.	
Z 2.2	No grant by the <i>Contractor</i> or the <i>Employer</i> 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 <i>estoppel</i> of the grantor's right to enforce the provisions of the Contract.	
Z 3	RIGHT RESERVED BY TRANSNET TO CONDUCT VETTING THROUGH STATE SECURITY AGENCY (SSA): 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: 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	



Z 4	ADDITIONAL CLAUSE RELATING TO COLLUSION IN THE CONSTRUCTION INDUSTRY 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
Z 5	PROTECTION OF PERSONAL INFORMATION ACT: 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 6	ADDITIONAL CLAUSE RELATING TO PERFORMANCE BONDS AND/OR GUARANTEES The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued in the same form of the Pro Forma document provided for this purpose under C1.3 (Forms of Securities), in favour of the <i>Employer</i> by a financial institution reasonably acceptable to the <i>Employer</i>. Failure to comply with this obligation by the <i>Contractor</i> will entitle the <i>Employer</i> to terminate the <i>Contractor's</i> obligation to Provide the remainder of the Works without any further entitlement to the <i>Contractor</i> for any payment or consideration with regards to the provision of the remainder of the work contracted for.
Z 7	OBLIGATIONS IN RESPECT OF JOINT VENTURE AGREEMENTS: In the instance that the <i>Contractor</i> is a joint venture, the <i>Contractor</i> shall provide the <i>Employer</i> 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 starting 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 constituents' 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 liability to the <i>Employer</i> to Provide the <i>works</i>. ii. proof of separate bank account/s in the name of the joint venture. iii. identification of the lead in the joint venture confirming the authority of the lead to bind the joint venture through the <i>Contractor's</i> representative. iv. Identification of the roles and responsibilities of the constituents to provide the <i>works</i>. Financial requirements for the Joint Venture: i. 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

**Z8 COMPENSATION EVENTS****Z8.1** Add to clause 60.1(13) and clause 60.1(19):

Only the effect of time is taken into account in assessing this compensation event. The Prices are not to be changed.

Z8.2 Amend the provisions of Clause 60.1(4) to read as follows:

(4) The *Employer* gives an Instruction to stop or not to start any work or to change a Key Date. Any instructions issued by the *Employer* in terms whereof the *Contractor* will be required to stop work and comply with any Health and Safety requirement, policy, specification, or regulation, including conducting of Emergency exercises or any safety stand downs, or safety related matters shall not constitute a compensation event and will not result in a change to the Prices.

Z8.3 Add to clause 60.1(3):

The *Contractor* indicates on his Programme when he plans to establish as each work area. The *Employer* requires at least 10 days notification prior to establishment to arrange access.



C1.2 Contract Data

Part two - Data provided by the Contractor

Clause	Statement	Data
10.1	The <i>Contractor</i> is:	.....
	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:	.....
	2 Name:	.....
	Job:	.....
	Responsibilities:	.....
	Qualifications:	.....
	3 Name:	.....
	Job:	.....
	Responsibilities:	.....
	Qualifications:	.....
	4 Name:	.....
	Job:	.....
	Responsibilities:	.....
	Qualifications:	.....



A	Priced contract with activity schedule			
11.2(21)	The activity schedule is in	Part C2 Pricing Data		
11.2(31)	The tendered total of the Prices is	(in figures)		
		(in words), excluding VAT		
	Data for Schedules of Cost Components	<i>Note "SCC" means Schedule of Cost Components starting on page 56 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 59 of ECC.</i>		
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	.....		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee	Hourly rate	
62 in SSCC	The percentage for design overheads is	.....		

PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	4
C2.2	Activity Schedule	1

C2.1 Pricing instructions: Option A

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

- 11.2 (20) The Activity Schedule is the *activity schedule* unless later changed in accordance with this contract.
- (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.

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.



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- 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.
 - 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 SCHEDULE

ANNEXURES REFER TO:	ACTIVITY NUMBER	ACTIVITY DISCRIPTION	YEAR 1 (2024) ACTIVITY AMOUNT		YEAR 2 (2025) ACTIVITY AMOUNT		YEAR 3 (2026) ACTIVITY AMOUNT	
			1st Service	2nd Service	3rd Service	4th Service	5th Service	6th Service
Annexure A & B	1	TWINI						
	1,1	MV Substation						
	1.1.1	Maintenance of HVAC01	R	R	R	R	R	R
	1.1.2	Maintenance of HVAC02	R	R	R	R	R	R
	1,2	Control Building						
	1.2.1	Maintenance of HVAC03	R	R	R	R	R	R
	1.2.2	Maintenance of HVAC04	R	R	R	R	R	R
	1.2.3	Maintenance of 3 x Split Units	R	R	R	R	R	R
	1,3	Security Building						
	1.3.1	Maintenance of 1 x Split Unit	R	R	R	R	R	R
	1,4	MV Generators						
	1.4.1	Maintenance of 2 x MV gen wall units	R	R	R	R	R	R
	1,5	Chillers						
	1.5.1	Maintenance of 3 x Kelvin Chiller units	R	R	R	R	R	R
	1,6	All Buildings						
	1.6.1	Supply & Replace V-Belts annually	X	R	X	R	X	R
	1.6.2	Supply & Replace Filters annually	X	R	X	R	X	R
		Sub Total						R
Annexure A & B	2	HILLTOP						
	2,1	MV Substation						
	2.1.1	Maintenance of HVAC01	R	R	R	R	R	R
	2.1.2	Maintenance of HVAC02	R	R	R	R	R	R
	2,2	Control Building						
	2.2.1	Maintenance of HVAC03	R	R	R	R	R	R
	2.2.2	Maintenance of HVAC04	R	R	R	R	R	R
	2.2.3	Maintenance of 3 x Split Units	R	R	R	R	R	R
	2,3	Security Building						
	2.3.1	Maintenance of 1 x Split Unit	R	R	R	R	R	R
	2,4	MV Generators						
	2.4.1	Maintenance of 2 x MV gen wall units	R	R	R	R	R	R
	2,5	Chillers						
	2.5.1	Maintenance of 3 x Kelvin Chiller units	R	R	R	R	R	R
	2,6	All Buildings						
	2.6.1	Supply & Replace V-Belts annually	X	R	X	R	X	R
	2.6.2	Supply & Replace Filters annually	X	R	X	R	X	R
		Sub Total						R
Annexure A & B	3	MNAMBITHI						
	3,1	MV Substation						
	3.1.1	Maintenance of HVAC01	R	R	R	R	R	R
	3.1.2	Maintenance of HVAC02	R	R	R	R	R	R
	3,2	Control Building						
	3.2.1	Maintenance of HVAC03	R	R	R	R	R	R
	3.2.2	Maintenance of HVAC04	R	R	R	R	R	R
	3.2.3	Maintenance of 3 x Split Units	R	R	R	R	R	R
	3,3	Security Building						
	3.3.1	Maintenance of 1 x Split Unit	R	R	R	R	R	R
	3,4	MV Generators						
	3.4.1	Maintenance of 2 x MV gen wall units	R	R	R	R	R	R
	3,5	Chillers						
	3.5.1	Maintenance of 3 x Kelvin Chiller units	R	R	R	R	R	R
	3,6	All Buildings						
	3.6.1	Supply & Replace V-Belts annually	X	R	X	R	X	R
	3.6.2	Supply & Replace Filters annually	X	R	X	R	X	R
		Sub Total						R
Annexure A & B	4	WARDEN						
	4,1	Maintenance of HVAC01	R	R	R	R	R	R
	4,2	Maintenance of HVAC02	R	R	R	R	R	R
	4,3	Maintenance of 5 Split Units	R	R	R	R	R	R
	4,4	Supply & Replace V-Belts annually	X	R	X	R	X	R
	4,5	Supply & Replace Filters annually	X	R	X	R	X	R
		Sub Total						R
Annexure A & B	5	VILLIERS						
	5,1	Maintenance of HVAC01	R	R	R	R	R	R
	5,2	Maintenance of HVAC02	R	R	R	R	R	R
	5,3	Maintenance of 5 Split Units	R	R	R	R	R	R
	5,4	Supply & Replace V-Belts annually	X	R	X	R	X	R
	5,5	Supply & Replace Filters annually	X	R	X	R	X	R
		Sub Total						R
Annexure A & B	6	MNGENI						
	6,1	Maintenance of HVAC01	R	R	R	R	R	R
	6,2	Maintenance of HVAC02	R	R	R	R	R	R
	6,3	Maintenance of 3 Split Units	R	R	R	R	R	R
	6,4	Supply & Replace V-Belts annually	X	R	X	R	X	R
	6,5	Supply & Replace Filters and filter media annually	X	R	X	R	X	R
		Sub Total						R
Annexure A & B	7	DUZI						
	7,1	Maintenance of HVAC01	R	R	R	R	R	R
	7,2	Maintenance of HVAC02	R	R	R	R	R	R
	7,3	Maintenance of 3 Split Units	R	R	R	R	R	R
	7,4	Supply & Replace V-Belts annually	X	R	X	R	X	R
	7,5	Supply & Replace Filters and filter media annually	X	R	X	R	X	R
		Sub Total						R
Annexure A & B	8	MOOIRIVER						
	8,1	Maintenance of HVAC01	R	R	R	R	R	R
	8,2	Maintenance of HVAC02	R	R	R	R	R	R
	8,3	Maintenance of 3 Split Units	R	R	R	R	R	R
	8,4	Supply & Replace V-Belts annually	X	R	X	R	X	R
	8,5	Supply & Replace Filters and filter media annually	X	R	X	R	X	R
		Sub Total						R
Annexure A & B	9	ISLAND VIEW						
	9,1	Control Building						
	9.1.1	Maintenance of 2 Petra package units	R	R	R	R	R	R
	9.1.2	Maintenance of 6 Petra package units	R	R	R	R	R	R
	9.1.3	Maintenance of 3 chemical scrubbers	R	R	R	R	R	R
	9.1.4	Maintenance of 1 x Cassette unit.	R	R	R	R	R	R
	9,2	Testing Facility						
	9.2.1	Maintenance of X 5 splits	R	R	R	R	R	R
	9,3	Security building						
	9.3.1	Maintenance of 1 splits	R	R	R	R	R	R
	9,4	MV Generators						
	9.4.1	Maintenance of 2 Mv Gen wall units	R	R	R	R	R	R
	9,5	All Buildings						
	9.5.1	Replace scrubber chemical filters Twice: once on the first service and once on the last service of the contract.	R	X	X	X	X	R
	9.5.2	Supply and replace V belts Annually	X	R	X	R	X	R
	9.5.3	Supply and replace filters Annually	X	R	X	R	X	R
		Sub Total						R
Annexure A & B	10	JAMERSON PARK						
	10,1	Admin service						
	10.1.1	VRV condensers	R	R	R	R	R	R
	10.1.2	VRV cassettes	R	R	R	R	R	R
	10.1.3	VRV mid wall	R	R	R	R	R	R
	10.1.4	Computer room under ceiling	R	R	R	R	R	R
	10,2	Control Building						
	10.2.1	maintenance of 8 x splits	R	R	R	R	R	R
	10,3	MV Substation						
	10.3.1	Air handling units mc quay	R	R	R	R	R	R
	10.3.2	Air condensing units mc quay	R	R	R	R	R	R
	10,4	VSD						
	10.4.1	Maintenance of 4 x Daikin roof tops	R	R	R	R	R	R
	10.4.2	Maintenance of 6 x Daikin splits	R	R	R	R	R	R
	10,5	Remote room 1						
	10.5.1	Maintenance of 4 x Daikin splits	R	R	R	R	R	R
	10.5.2	Maintenance of pressurizing fan	R	R	R	R	R	R
	10,6	Remote room 2						
	10.6.1	Maintenance of 4 x Daikin splits	R	R	R	R	R	R
	10.6.2	Maintenance of pressurizing fan	R	R	R	R	R	R
	10,7	Remote room 3						
	10.7.1	Maintenance of 4 x Daikin splits	R	R	R	R	R	R
	10.7.2	Maintenance of pressurizing fan	R	R	R	R	R	R
	10,8	Remote room 4						
	10.8.1	Maintenance of 4 x Daikin splits	R	R	R	R	R	R
	10.8.2	Maintenance of pressurizing fan	R	R	R	R	R	R
	10,9	Remote room 6						
	10.9.1	Maintenance of 4 x Daikin splits	R	R	R	R	R	R
	10.9.2	Maintenance of pressurizing fan	R	R	R	R	R	R
	10,10	Testing Facility						

[illegible]

TRANSNET PIELINES TENDER NUMBER: TPL/2024/03/0003/61322/RFP DESCRIPTION OF THE WORKS: The Provision of Maintenance, Repairs and Replacement of Heating, Ventilation and Air Conditioning (HVAC) System and Chillers at Transnet Pipelines Pump Stations and Terminals. SHORTER SCHEDULE OF COST COMPONENTS Date of issue 				
ACTIVITY NUMBER	ACTIVITY DESCRIPTION	UNIT	QUANTITY	RATE
	SECTION 3			
1	Normal Time Rates			
1.1	Refrigeration Mechanic Technician	Hr	Rate only	R
1.2	Skilled Assistant	Hr	Rate only	R
1.3	Semi skilled Assistant	Hr	Rate only	R
2	Overtime Rates			
2.1	Refrigeration Mechanic Technician	Hr	Rate only	R
2.2	Skilled Assistant	Hr	Rate only	R
2.3	Semi Skilled Assistant	Hr	Rate only	R
3	Travel & Disbursements			
	Travel rate per km			

SECTION 3(B)	SUBMIT UNIT PRICES FOR THE FOLLOWING:			
NOTE:	1. The below mentioned unit prices shall only be utilized for additional works, when requested by the Transnet Pipelines Project Manager.			
	2. The contractor shall NOT be allowed to use any one of the below submitted prices to complete any of the original specified / above mentioned works.			
1	Repair Pricing			
1,1	Price per KG to top up or regas a system		R	
1,3	Labor Price per hour for leak detection		R	
1,4	Labor Price to replace a compressor		R	
1,5	Labor Price to replace a crank case heater		R	
1,6	Labor Price to replace a contactor		R	
1,7	Labor Price to replace a liquid line filter drier		R	
1,8	Labor Price to replace a suction line filter drier		R	
1,9	Labor Price to replace a fan speed drive		R	
			R	
			R	



C1.3 Forms of Securities

Pro forma Performance Guarantee

For use with the NEC3 Engineering & Construction Contract - June 2005 (with amendments June 2006 and April 2013)

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Option:

Option X13: Performance bond

The pro forma document for this Guarantee is provided here for convenience but is to be treated as part of the *Works Information*.

The organisation providing the Guarantee does so by copying the pro forma document onto its letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

The Performance Bond needs to be issued by an institution that are reasonably acceptable to the *Employer*.

Transnet may choose to not to accept an Issuer. Should the issuer not being accepted, the performance bond needs to be replaced by an issuer that are acceptable to Transnet. Issuers need to be verified for acceptance by Transnet before a performance bond is issued.



Pro-forma Performance Bond (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Surety)

Transnet SOC Ltd
C/o Transnet Pipelines
Transnet Corporate Centre
138 Eloff Street
Braamfontein
Johannesburg
2000

Date:

Dear Sirs,

Performance Bond for Contract No.

With reference to the above numbered contract made or to be made between

Transnet SOC Limited, Registration No. 1990/000900/30 (the *Employer*) and

{Insert registered name and address of the Contractor} (the *Contractor*), for

{Insert details of the works from the Contract Data} (the *works*).

I/We the undersigned

on behalf of the
Guarantor

of physical address

and duly authorised thereto do hereby bind ourselves as Guarantor and co-principal debtors in solidum for the due and faithful performance of all the terms and conditions of the Contract by the *Contractor* and for all losses, damages and expenses that may be suffered or incurred by the *Employer* as a result of non-performance of the Contract by the *Contractor*, subject to the following conditions:

1. The terms *Employer*, *Contractor*, *Project Manager*, *works* and Completion Certificate have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.



4. This bond will lapse on the earlier of

- the date that the Guarantor receives a notice from the *Project Manager* stating that the Completion Certificate for the whole of the *works* has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or
- the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Project Manager*.

5. Always provided that this bond will not lapse in the event the Guarantor is notified by the *Project Manager*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.

6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Guarantor of a certificate signed by the *Project Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.

7. Our total liability hereunder shall not exceed the sum of:

(say) _____

R _____

8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa

Signed at _____ on this _____ day of _____ 201_

Signature(s)

Name(s) (printed)

Position in Guarantor company

Signature of Witness(s)

Name(s) (printed)