

**TRANSNET PIPELINES****TENDER NUMBER: TPL/2024/05/0002/67128/RFP**

**DESCRIPTION OF THE SERVICE: FOR THE PROVISION OF EMERGENCY HYDROCARBON SPILL RESPONSE (PRODUCT CONTAINMENT AND RECOVERY) AT THE TRANSNET PIPELINES FACILITIES (PIPELINE NETWORK AND DEPOTS) LOCATED IN GAUTENG, MPUMALANGA, FREE STATE AND NORTHWEST PROVINCES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) 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:

**FOR THE PROVISION OF EMERGENCY HYDROCARBON SPILL RESPONSE (PRODUCT CONTAINMENT AND RECOVERY) AT THE TRANSNET PIPELINES FACILITIES (PIPELINE NETWORK AND DEPOTS) LOCATED IN GAUTENG, MPUMALANGA, FREE STATE AND NORTH - WEST PROVINCES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) 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 | <b>Not Applicable – Cost reimbursable</b> |
| Value Added Tax @ 15% is                            | <b>Not Applicable – Cost reimbursable</b> |
| The offered total of the Prices inclusive of VAT is | <b>Not Applicable – Cost reimbursable</b> |
| (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 *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:

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**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

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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   |         |         |
| 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 <i>Employer</i>                                     | For the <i>Employer</i> |
|-----------------------------|----------------------------------------------------|-------------------------------------------------------------|-------------------------|
| Signature                   | _____                                              | _____                                                       | _____                   |
| Name                        | _____                                              | _____                                                       | _____                   |
| Capacity                    | _____                                              | _____                                                       | _____                   |
| On behalf of                | (Insert name and address of organisation)<br>_____ | Transnet Pipelines<br>202 Anton Lembede Street Durban, 4001 | _____                   |
| Name & signature of witness | _____                                              | _____                                                       | _____                   |
| Date                        | _____                                              | _____                                                       | _____                   |



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## C1.2 Contract Data

### Part one - Data provided by the *Employer*.

| Clause   | Statement                                                                               | Data                                                                 |
|----------|-----------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| <b>1</b> | <b>General</b>                                                                          |                                                                      |
|          | The <i>conditions of contract</i> are the core clauses and the clauses for main Option: |                                                                      |
|          | dispute resolution Option                                                               | <b>E:</b> Cost reimbursable contract                                 |
|          | and secondary Options                                                                   | <b>W1:</b> Dispute resolution procedure                              |
|          |                                                                                         | <b>X1:</b> Price adjustment for inflation                            |
|          |                                                                                         | <b>X2:</b> Changes in the law                                        |
|          |                                                                                         | <b>X17:</b> Low service damages                                      |
|          |                                                                                         | <b>X18:</b> Limitation of liability                                  |
|          |                                                                                         | <b>X19:</b> Task Order                                               |
|          |                                                                                         | <b>Z:</b> <i>Additional conditions of contract</i>                   |
|          |                                                                                         | <b>Z1:</b> Obligations in respect of Termination                     |
|          |                                                                                         | <b>Z2:</b> Right Reserved by Transnet to Conduct Vetting through SSA |
|          |                                                                                         | <b>Z3:</b> Additional clause relating to Collusion                   |
|          |                                                                                         | <b>Z4:</b> Protection of Personal Information Act                    |
|          |                                                                                         | <b>Z5:</b> Obligations in respect of Job Creation                    |

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|          |                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----------|------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10.1     | The <i>Employer</i> is:                                                      | <b>Transnet SOC Ltd</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|          | Address                                                                      | Registered address:<br><b>Transnet Corporate Centre<br/>138 Eloff Street<br/>Braamfontein<br/>Johannesburg<br/>2000</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|          | Having elected its Contractual Address for the purposes of this contract as: | <b>Transnet Pipelines<br/>202 Anton Lembede (Smith) Street<br/>Durban<br/>4001</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|          | Tel No.                                                                      | <b>TBA</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 10.1     | The <i>Service Manager</i> is (name):                                        | <b>TBA</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|          | Address                                                                      | <b>202 Anton Lembede (Smith) Street<br/>Durban<br/>4001</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|          | Tel                                                                          | <b>TBA</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|          | e-mail                                                                       | <b>TBA</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 11.2(2)  | The Affected Property is                                                     | <b>Transnet Pipelines Site Depots and infrastructure along Residential, Commercial and Industrial Areas</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 11.2(13) | The <i>service</i> is                                                        | <b>Provision of Hydrocarbon Spill Response (Product Containment and Recovery) at the Transnet Pipelines Facilities (Pipeline Network and Depot) located in Gauteng, Mpumalanga and Free State Provinces</b>                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 11.2(14) | The following matters will be included in the Risk Register                  | <ul style="list-style-type: none"> <li>• <b>Working on National Key Point sites.</b></li> <li>• <b>Working on sites where there are other contractors executing works.</b></li> <li>• <b>Working in a petrochemical environment.</b></li> <li>• <b>Working in a proximity and or / over buried services that are not owned by Transnet.</b></li> <li>• <b>Working under overhead power lines and other overhead infrastructure.</b></li> <li>• <b>Working in built up areas (Residential, Commercial and Industrial).</b></li> <li>• <b>Community unrest</b></li> <li>• <b>Construction Mafia/Business Extortion</b></li> </ul> |



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|          |                                                                  |                                                                                                                                                          |
|----------|------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11.2(15) | The Service Information is in                                    | <b>C3.1 Employer's Service Information</b>                                                                                                               |
| 12.2     | The <i>law of the contract</i> is the law of                     | <b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>                                                           |
| 13.1     | The <i>language of this contract</i> is                          | <b>English</b>                                                                                                                                           |
| 13.3     | The <i>period for reply</i> is                                   | <b>2 weeks</b>                                                                                                                                           |
| <b>2</b> | <b>The Contractor's main responsibilities</b>                    | <b>No additional data is required for this section of the <i>conditions of contract</i>.</b>                                                             |
| 21.1     | The <i>Contractor</i> submits a first plan for acceptance within | <b>1 week of receiving instruction from the <i>Service Manager</i> weeks</b>                                                                             |
| <b>3</b> | <b>Time</b>                                                      |                                                                                                                                                          |
| 30.1     | The <i>starting date</i> is.                                     | <b>23 April 2025 (Anticipated)</b>                                                                                                                       |
| 30.1     | The <i>service period</i> is                                     | <b>Three (3) Years</b>                                                                                                                                   |
| <b>4</b> | <b>Testing and defects</b>                                       | <b>No additional data is required for this section of the <i>conditions of contract</i>.</b>                                                             |
| <b>5</b> | <b>Payment</b>                                                   |                                                                                                                                                          |
| 50.1     | The <i>assessment interval</i> is                                | <b>18<sup>th</sup> (eighteenth) day of each successive month.</b>                                                                                        |
| 51.1     | The <i>currency of this contract</i> is the                      | <b>South African Rand.</b>                                                                                                                               |
| 51.2     | The period within which payments are made is                     | <b>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.</b> |
| 51.4     | The <i>interest rate</i> is                                      | <b>The prime lending rate of the Rand Merchant Bank of South Africa.</b>                                                                                 |
| <b>6</b> | <b>Compensation events</b>                                       | <b>No additional data is required for this section of the <i>conditions of contract</i>.</b>                                                             |
| <b>7</b> | <b>Use of Equipment Plant and Materials</b>                      | <b>No additional data is required for this section of the <i>conditions of contract</i>.</b>                                                             |
| <b>8</b> | <b>Risks and insurance</b>                                       |                                                                                                                                                          |
| 80.1     | These are additional <i>Employers</i> risks                      | <b>No additional data is required for this section of the conditions of contract.</b>                                                                    |



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|           |                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                     |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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: | <b>Whatever <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.</b>                                                                                                            |
| 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:                                                                              | <b>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.</b>               |
| 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 00                                                                                                         |                                                                                                                                                                                                                     |
| 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:                                                                                                                                                            | <b>The total of the prices per task order per site.</b>                                                                                                                                                             |
| 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:                                                                                                                                                                     | <b>The total of the prices per task order per site.</b>                                                                                                                                                             |
| 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:                                                                                                                                     | <b>The total of the prices per task order per site.</b>                                                                                                                                                             |
| <b>9</b>  | <b>Termination</b>                                                                                                                                                                                                                                                                                                  | <b>There is no Contract Data required for this section of the <i>conditions of contract</i>.</b>                                                                                                                    |
| <b>10</b> | <b>Data for main Option clause</b>                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                     |
| <b>E</b>  | <b>Cost reimbursable contract</b>                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                     |
| 20.4      | Following receipt of the <i>Service Manager</i> Instruction, the <i>Contractor</i> prepares forecasts of the total prices and programme at intervals no longer than                                                                                                                                                 | <b>1 week.</b>                                                                                                                                                                                                      |
| <b>11</b> | <b>Data for Option W1</b>                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                     |
| W1.1      | The <i>Adjudicator</i> is (Name)                                                                                                                                                                                                                                                                                    | <b>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>.</b> |



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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 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)**

## **12 Data for secondary Option clauses**

### **X1 Price adjustment for inflation**

X1.1 The *base date* for indices is

**October 2024**

The index is

**Index prepared by**

**The Consumer Price Index (CPI) for "All Items" in Table 1 (Consumer price indices for the total country) of the Statistical Release P0141 "Consumer Price Index - Additional Tables" published by Statistics South Africa.**

### **X2 Changes in the law**

**No additional data is required for this Option**

### **X17 Low service damages**

X17.1 The *service level table* is in

**Refer to Section 4 (Service Level Requirement, table 2-7) of the Service Information**

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|            |                                                                                                                                                                                    |                                                           |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| <b>X18</b> | <b>Limitation of liability</b>                                                                                                                                                     |                                                           |
| X18.1      | The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to                                                                          | <b>Value to be proven at the time of the incident.</b>    |
| 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                                  | <b>The deductible of the relevant insurance policy.</b>   |
| X18.3      | The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to                                                                              | <b>Value to be proven at the time of the incident.</b>    |
| 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 | <b>The total of the prices per task order per site.</b>   |
| X18.5      | The <i>end of liability date</i> is                                                                                                                                                | <b>1 year after the end of the <i>service period</i>.</b> |
| <b>X19</b> | <b>Task Order</b>                                                                                                                                                                  |                                                           |
| X19.5      | The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within                                                                                          | <b>1 week</b>                                             |
| <b>Z</b>   | <b>Additional conditions of contract</b>                                                                                                                                           |                                                           |

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| <b>Z1 Obligations in respect of Termination</b>                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|---------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Z1.1                                                                | <p>The following will be included under core clause 91.1:</p> <p>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporated or otherwise (including any constituent of the joint venture)'; and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> <li>• commenced business rescue proceedings (R22)</li> <li>• repudiated this Contract (R23)</li> </ul>                                                                                                                                                                                                                                                                                                                                                  |
| Z1.2                                                                | <p>Termination Table</p> <p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Z1.3                                                                | <p>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Z2 Right Reserved by Transnet to Conduct Vetting through SSA</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Z2.1                                                                | <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"> <li>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.</li> <li>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.</li> <li>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.</li> </ol> |

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**Z3 Additional clause relating to Collusion**


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|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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. |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
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**Z4 Protection of Personal Information Act**


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- |      |                                                                                                                                                                                                        |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Z4.1 | The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
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**Z5 Obligations in respect of Job Creation**


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| Z5.1 | It will be a material term of this contract that the <i>Contractor</i> must contribute to the <i>Employer's</i> job – creation objectives as set out in Returnable Schedule T2.2-23. |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
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|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Z5.2 | The <i>Contractor's</i> undertaking as to the number of new jobs created due to the award of this contract as set out in Returnable Schedule T2.2-23 will constitute a binding agreement throughout the duration of the contract until completion, if not, it will be deemed that the <i>Contractor</i> has failed in full to meet this specific material term of the contract, which may constitute a reason for termination. |
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|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Z5.3 | The <i>Contractor</i> shall provide to the <i>Employer</i> , on a monthly basis or upon receiving an instruction to do so by the <i>Service Manager</i> , any documentation and/ or evidence required by the <i>Employer</i> which in the <i>Employer's</i> opinion would be necessary to verify whether the <i>Contractor</i> has maintained the job – creation undertaking as stipulated in Returnable Schedule T2.2-23. The <i>Contractor</i> shall provide the said documentation and / or evidence within the period stated or as instructed. The provision of the documentation and / or evidence shall not constitute a compensation event. |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
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|------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| Z5.4 | Breach of job creation obligations provides Transnet cause to terminate the contract in certain cases where there is a material Non-compliance. |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------|
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**TRANSNET PIPELINES****TENDER NUMBER: TPL/2024/05/0002/67128/RFP****DESCRIPTION OF THE SERVICE: FOR THE PROVISION OF EMERGENCY HYDROCARBON SPILL RESPONSE (PRODUCT CONTAINMENT AND RECOVERY) AT THE TRANSNET PIPELINES FACILITIES (PIPELINE NETWORK AND DEPOTS) LOCATED IN GAUTENG, MPUMALANGA, FREE STATE AND NORTHWEST PROVINCES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS**

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**Z5.5**

If the Supplier/Service Provider fails to achieve its job creation commitments as per their bid submission ("a Non-Compliance"), the Supplier/Service Provider shall pay a Non-Compliance penalty ("Non-compliance Penalty") to Transnet in respect of such Non-compliance.

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**Z5.6**

Such penalty shall be calculated based on the difference between the committed and delivered jobs. For every job not created a penalty of 2% of the task order per site will be applied.

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## TRANSNET PIPELINES

TENDER NUMBER: TPL/2024/05/0002/67128/RFP

DESCRIPTION OF THE SERVICE: FOR THE PROVISION OF HYDROCARBON SPILL RESPONSE (PRODUCT CONTAINMENT AND RECOVERY) AT THE TRANSNET PIPELINES FACILITIES (PIPELINE NETWORK AND DEPOTS) LOCATED IN GAUTENG, MPUMALANGA, FREE STATE AND NORTH - WEST PROVINCES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) 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   | Statement                                                                         | Data             |
|----------|-----------------------------------------------------------------------------------|------------------|
| 10.1     | The <i>Contractor</i> is (Name):<br>Address<br>Tel No.<br>Fax No.                 |                  |
| 11.2(8)  | The <i>direct fee percentage</i> is<br>The <i>subcontracted fee percentage</i> is | .....%<br>.....% |
| 11.2(14) | The following matters will be included in the Risk Register                       | .....            |
| 11.2(15) | The Service Information for the <i>Contractor's</i> plan is in:                   | Part C3          |
| 21.1     | The plan identified in the Contract Data is contained in:                         | .....            |
| 24.1     | The key persons are:                                                              |                  |
|          | 1 Name:                                                                           | .....            |
|          | Job:                                                                              | .....            |
|          | Responsibilities:                                                                 | .....            |
|          | Qualifications:                                                                   | .....            |
|          | Experience:                                                                       | .....            |
|          | 2 Name:                                                                           | .....            |
|          | Job                                                                               | .....            |
|          | Responsibilities:                                                                 | .....            |
|          | Qualifications:                                                                   | .....            |
|          | Experience:                                                                       | .....            |

**TRANSNET PIPELINES****TENDER NUMBER: TPL/2024/05/0002/67128/RFP****DESCRIPTION OF THE SERVICE: FOR THE PROVISION OF HYDROCARBON SPILL RESPONSE (PRODUCT CONTAINMENT AND RECOVERY) AT THE TRANSNET PIPELINES FACILITIES (PIPELINE NETWORK AND DEPOTS) LOCATED IN GAUTENG, MPUMALANGA, FREE STATE AND NORTH - WEST PROVINCES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS**

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

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**E            Cost reimbursable contract**

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11.2(12)    The *price list* is in

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