



TRANSNET PIPELINES

TENDER NUMBER: TPL/2024/09/0002/78183/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.

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:

MAINTENANCE, REPAIRS AND REPLACEMENT OF HEATING, VENTILATION AND AIRCONDITIONING (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:



TRANSNET PIPELINES

TENDER NUMBER: TPL/2024/09/0002/78183/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.

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 Date
witness



TRANSNET PIPELINES

TENDER NUMBER: TPL/2024/09/0002/78183/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.

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

Name & signature
of witness

Date

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



TRANSNET PIPELINES

TENDER NUMBER: TPL/2024/09/0002/78183/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.

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	W1: Dispute resolution procedure
	and secondary Options	X2: Changes in the law
		X5: Sectional Completion
		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
		Z9: Penalties for Emergency Call-outs



TRANSNET PIPELINES

TENDER NUMBER: TPL/2024/09/0002/78183/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.



of the NEC3 Engineering and Construction
Contract April 2013¹

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	MAINTENANCE, REPAIRS AND REPLACEMENT OF HEATING, VENTILATION AND AIRCONDITIONING (HVAC) SYSTEM AND CHILLERS AT TRANSNET PIPELINES PUMP STATIONS AND TERMINALS

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



TRANSNET PIPELINES

TENDER NUMBER: TPL/2024/09/0002/78183/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.

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 December 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 1. Twini 2. Hilltop 3. Mnambithi 4. Warden 5. Villeirs 6. Mngeni 7. Duzi 8. Mooiriver 9. Island View 10. Jamerson Park 11. Alrode OPS 12. Watloo 13. Durban OPS NB: Applicable for Maintenance Scope Key Date TBC



TRANSNET PIPELINES

TENDER NUMBER: TPL/2024/09/0002/78183/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.

		Key <i>dates</i> will be based as per Contractors first accepted programme.	
30.1	The <i>access dates</i> are	Part of the Site	Date
		1 All sites in Section 1	1 December 2024 (subject to safety file approval)
		All sites in Section 2	
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 December 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	



TRANSNET PIPELINES

TENDER NUMBER: TPL/2024/09/0002/78183/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.

The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at:

and which are available from:

The closest weather station to the site under execution

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 *works*, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract for any one event is

Whatever the *Contractor* requires in addition to the amount of insurance taken out by the *Employer* for the same risk.

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

Select one	
BPCI	x
PCI	
PCI Liab only	
PCI One Off	
PSI	

84.1 The *Employer* provides these insurances from the Insurance Table

1 Insurance against:

Loss of or damage to the *works*, Plant and Materials is as stated in the **selected Insurance policy for Contract Works/ Public Liability.**

Cover / indemnity:

to the extent as stated in the **selected insurance policy for Contract Works / Public Liability**

The deductibles are:

as stated in the **selected insurance policy for Contract Works / Public Liability (Principal Controlled Insurance)**



TRANSNET PIPELINES

TENDER NUMBER: TPL/2024/09/0002/78183/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.

	2	Insurance against:	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
		Cover / indemnity	Is to the extent as stated in the selected insurance policy for Contract Works / Public Liability
		The deductibles are	as stated in the selected insurance policy for Contract Works / Public Liability
84.1	3	Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the selected insurance policy for contract Works and Public Liability
		Cover / indemnity	Is to the extent as stated in the selected insurance policy for Contract Works / Public Liability
		The deductibles are:	As stated in the selected insurance policy for Contract Works / Public Liability
	4	Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
		Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
		The deductibles are	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 Employer that professional indemnity insurance cover in connection therewith has been affected



TRANSNET PIPELINES

TENDER NUMBER: TPL/2024/09/0002/78183/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.

		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	



TRANSNET PIPELINES

TENDER NUMBER: TPL/2024/09/0002/78183/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.

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: If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa) 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 place where arbitration is to be held is The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the arbitration procedure does not state who selects an arbitrator, is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa) Durban, KwaZulu Natal 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



TRANSNET PIPELINES

TENDER NUMBER: TPL/2024/09/0002/78183/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.

X5.1	Sectional Completion	Section	Description	Completion Date
X7.1			1. Twini	based on the bidder's accepted programme
			2. Hilltop	
			3. Mnambithi	
			4. Warden	
			5. Villeirs	
			6. Mngeni	
			7. Duzi	
			8. Mooiriver	
			9. Island View	
			10. Jamerson Park	
			11. Alrode OPS	
			12. Watloo	
			13. Durban	

**TRANSNET PIPELINES**

TENDER NUMBER: TPL/2024/09/0002/78183/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.

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.	1. Twini	R 5 000,00
			2. Hilltop	
			3. Mnambithi	<u>Note: The Delay damages is capped at 10% per phase</u>
			4. Warden	
			5. Villeirs	
			6. Mngeni	
			7. Duzi	
			8. Mooiriver	
			9. Island View	
			10. Jamerson Park	
			11. Alrode OPS	
			12. Watloo	
		13. Durban		
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.		



TRANSNET PIPELINES

TENDER NUMBER: TPL/2024/09/0002/78183/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.

	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.
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the Employer for indirect or consequential loss is limited to:	Both parties agree that the liability is limited to the Total of the Prices for completing the Works
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to:	The deductible of the relevant insurance policy
X18.3	The <i>Contractor's</i> liability for defects due to his design which are not listed on the defects certificate is limited:	The cost of correcting the Defect
X18.4	The <i>Contractor's</i> Total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	Both parties agree that the liability is limited to the Total of the Prices for completing the Works
X18.5	The end of liability date is	5 (Five) 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.	



TRANSNET PIPELINES

TENDER NUMBER: TPL/2024/09/0002/78183/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.

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 *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract 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 *Employer* to Provide the *works*.
- 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 *Contractor's* representative.
- iv. Identification of the roles and responsibilities of the constituents to provide the *works*.

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.



TRANSNET PIPELINES

TENDER NUMBER: TPL/2024/09/0002/78183/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.

Z9

PENALTIES ON EMERGENCY RESPONSE TIMES

Z9.1

Penalty for the call out in case the contractor fails to attend within 8 hours as stipulated from the SOW (Clase 2.6.2 page 24)

Failure to respond to emergency situations within the stipulated time will result in a R 1000.00 per hour penalty being levied until the call out is attended to



TRANSNET PIPELINES

TENDER NUMBER: TPL/2024/09/0002/78183/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.

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:	.....



TRANSNET PIPELINES

TENDER NUMBER: TPL/2024/09/0002/78183/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.

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	.....		



TRANSNET PIPELINES

TENDER NUMBER: TPL/2024/09/0002/78183/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.

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 11
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.



TRANSNET PIPELINES

TENDER NUMBER: TPL/2024/09/0002/78183/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.

-
- 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.

TRANSNET PIPELINES

TENDER NUMBER: TPL/2024/09/0002/78183/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.

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.

		TRANSNET PIELINES TENDER NUMBER: TPL/2024/ DESCRIPTION OF THE WORKS: Maintenance, repairs and replacement of Heating, Ventilation and Airconditioning (HVAC) system and Chillers at Transnet Pipelines Pump Stations and Terminal  SECTION 1 ACTIVITY SCHEDULE FOR HVAC SYSTEM MAINTENANCE AT TPL PUMP STATIONS & TERMINALS						
ANNEXURES REFER TO:	ACTIVITY NUMBER	ACTIVITY DISCRPTION	YEAR 1 ACTIVITY AMOUNT		YEAR 2 ACTIVITY AMOUNT		YEAR 3 ACTIVITY AMOUNT	
		SECTION 1						
Annexure A, B & Scope of Work	1.	TWINI	1 st Annual Service (A)	2nd Bi-Annual Service (B)	1st Annual Service (C)	2nd Bi-Annual Service (D)	1st Annual Service (E)	2nd Bi-Annual Service (F)
	1.1	MV Substation						
Annex A: MV Substation Annex B: Task 1,2 & 3, SOW: Clause 2.4.7.1 & 2.4.7.2	1.1.1	Maintenance of HVAC01	R	R	R	R	R	R
Annex A: MV Substation Annex B:Task 1,2 & 3, SOW: Clause 2.4.7.1 & 2.4.7.2	1.1.2	Maintenance of HVAC02	R	R	R	R	R	R
	1.2	Control Building						
Annex A: Control Building Annex B: Task 1,2 & 3, SOW: Clause 2.4.7.1 & 2.4.7.2	1.2.1	Maintenance of HVAC03	R	R	R	R	R	R
Annex A: Control Building Annex B: Task 1,2 & 3, SOW: Clause 2.4.7.1 & 2.4.7.2	1.2.2	Maintenance of HVAC04	R	R	R	R	R	R
Annex A: Control Building Annex B: Task 4, SOW: Clause 2.4.7.1 & 2.4.7.2	1.2.3	Maintenance of 3 x Split Units	R	R	R	R	R	R
	1.3	Security Building						
Annex A: Security Building Annex B: Task 4, SOW: Clause 2.4.7.1 & 2.4.7.2	1.3.1	Maintenance of 1 x Split Unit	R	R	R	R	R	R
	1.4	MV Generators						
Annex A: MV Generator Annex B: Task 4, SOW: Clause 2.4.7.1 & 2.4.7.2	1.4.1	Maintenance of 2 x MV gen wall units	R	R	R	R	R	R
	1.5	Chillers						
Annex A: Chillers Annex B: Task 5, SOW: Clause 2.4.7.1 & 2.4.7.2	1.5.1	Maintenance of 3 x Kelvin Chiller units	R	R	R	R	R	R
		Sub Total	R	R	R	R	R	R
Annexure A, B & Scope of Work	2.	HILLTOP						
	2.1	MV Substation						
Annex A: MV Substation Annex B: Task 1,2 & 3, SOW: Clause 2.4.7.1 & 2.4.7.2	2.1.1	Maintenance of HVAC01	R	R	R	R	R	R
Annex A: MV Substation Annex B: Task 1,2 & 3, SOW: Clause 2.4.7.1 & 2.4.7.2	2.1.2	Maintenance of HVAC02	R	R	R	R	R	R
	2.2	Control Building						
Annex A: Control Building Annex B: Task 1,2 & 3, SOW: Clause 2.4.7.1 & 2.4.7.2	2.2.1	Maintenance of HVAC03	R	R	R	R	R	R
Annex A: Control Building Annex B: Task 1,2 & 3, SOW: Clause 2.4.7.1 & 2.4.7.2	2.2.2	Maintenance of HVAC04	R	R	R	R	R	R
Annex A: Control Building Annex B: Task 4, SOW: Clause 2.4.7.1 & 2.4.7.2	2.2.3	Maintenance of 3 x Split Units	R	R	R	R	R	R
	2.3	Security Building						
Annex A: Security Building Annex B: Task 4, SOW: Clause 2.4.7.1 & 2.4.7.2	2.3.1	Maintenance of 1 x Split Unit	R	R	R	R	R	R
	2.4	MV Generators						
Annex A: MV Generators Annex B: Task 4, SOW: Clause 2.4.7.1 & 2.4.7.2	2.4.1	Maintenance of 2 x MV gen wall units	R	R	R	R	R	R
	2.5	Chillers						
Annex A: Chillers Annex B: Task 5, SOW: Clause 2.4.7.1 & 2.4.7.2	2.5.1	Maintenance of 3 x Kelvin Chiller units	R	R	R	R	R	R
		Sub Total	R	R	R	R	R	R
Annexure A, B & Scope of Work	3.	MNAMBITHI						
	3.1	MV Substation						
Annex A: MV Substation Annex B: Task 1,2 & 3, SOW: Clause 2.4.7.1 & 2.4.7.2	3.1.1	Maintenance of HVAC01	R	R	R	R	R	R
Annex A: MV Substation Annex B: Task 1,2 & 3, SOW: Clause 2.4.7.1 & 2.4.7.2	3.1.2	Maintenance of HVAC02	R	R	R	R	R	R
	3.2	Control Building						
Annex A: Control Building Annex B: Task 1,2 & 3, SOW: Clause 2.4.7.1 & 2.4.7.2	3.2.1	Maintenance of HVAC03	R	R	R	R	R	R
Annex A: Control Building Annex B: Task 1,2 & 3, SOW: Clause 2.4.7.1 & 2.4.7.2	3.2.2	Maintenance of HVAC04	R	R	R	R	R	R
Annex A: Control Building Annex B: Task 4, SOW: Clause 2.4.7.1 & 2.4.7.2	3.2.3	Maintenance of 3 x Split Units	R	R	R	R	R	R
	3.3	Security Building						
Annex A: Security Building Annex B: Task 4, SOW: Clause 2.4.7.1 & 2.4.7.2	3.3.1	Maintenance of 1 x Split Unit	R	R	R	R	R	R
	3.4	MV Generators						
Annex A: MV Generator Annex B: Task 4, SOW: Clause 2.4.7.1 & 2.4.7.2	3.4.1	Maintenance of 2 x MV gen wall units	R	R	R	R	R	R
	3.5	Chillers						
Annex A: Chillers Annex B: Task 5, SOW: Clause 2.4.7.1 & 2.4.7.2	3.5.1	Maintenance of 3 x Kelvin Chiller units	R	R	R	R	R	R
		Sub Total	R	R	R	R	R	R
Annexure A, B & Scope of Work	4.	WARDEN						
Annex A: Control Building Annex B: Task 1,2 & 3, SOW: Clause 2.4.7.1 & 2.4.7.2	4.1	Maintenance of HVAC01	R	R	R	R	R	R
Annex A: Control Building Annex B: Task 1,2 & 3, SOW: Clause 2.4.7.1 & 2.4.7.2	4.2	Maintenance of HVAC02	R	R	R	R	R	R
Annex A:Control & Security Building, Annex B: Task 4, SOW: Clause 2.4.7.1 & 2.4.7.2	4.3	Maintenance of 5 Split Units	R	R	R	R	R	R
		Sub Total	R	R	R	R	R	R

Annexure A, B & Scope of Work	5.	VILLIERS						
Annex A: Control Building Annex B: Task 1,2 & 3, SOW: Clause 2.4.7.1 & 2.4.7.2	5.1	Maintenance of HVAC01	R	R	R	R	R	R
Annex A: Control Building Annex B: Task 1,2 & 3, SOW: Clause 2.4.7.1 & 2.4.7.2	5.2	Maintenance of HVAC02	R	R	R	R	R	R
Annex A:Control & Security Building, Annex B: Task 4, SOW: Clause 2.4.7.1 & 2.4.7.2	5.3	Maintenance of 5 Split Units	R	R	R	R	R	R
		Sub Total	R	R	R	R	R	R
Annexure A, B & Scope of Work	6.	MNGENI						
Annex A: VSD Room Annex B: Task 1,2 & 3, SOW: Clause 2.4.7.1 & 2.4.7.2	6.1	Maintenance of HVAC01	R	R	R	R	R	R
Annex A: VSD Room Annex B: Task 1,2 & 3, SOW: Clause 2.4.7.1 & 2.4.7.2	6.2	Maintenance of HVAC02	R	R	R	R	R	R
Annex A:Control & Security Building, Annex B: Task 4, SOW: Clause 2.4.7.1 & 2.4.7.	6.3	Maintenance of 3 Split Units	R	R	R	R	R	R
		Sub Total	R	R	R	R	R	R
Annexure A, B & Scope of Work	7.	DUZI						
Annex A: VSD Room Annex B: Task 1,2 & 3, SOW: Clause 2.4.7.1 & 2.4.7.2	7.1	Maintenance of HVAC01	R	R	R	R	R	R
Annex A: VSD Room Annex B: Task 1,2 & 3, SOW: Clause 2.4.7.1 & 2.4.7.2	7.2	Maintenance of HVAC02	R	R	R	R	R	R
Annex A:Control & Security Building, Annex B: Task 4, SOW: Clause 2.4.7.1 & 2.4.7.	7.3	Maintenance of 3 Split Units	R	R	R	R	R	R
		Sub Total	R	R	R	R	R	R
Annexure A, B & Scope of Work	8.	MOOIRIVER						
Annex A: VSD Room Annex B: Task 1,2 & 3, SOW: Clause 2.4.7.1 & 2.4.7.	8.1	Maintenance of HVAC01	R	R	R	R	R	R
Annex A: VSD Room Annex B: Task 1,2 & 3, SOW: Clause 2.4.7.1 & 2.4.7.	8.2	Maintenance of HVAC02	R	R	R	R	R	R
Annex A:Control & Security Building, Annex B: Task 4, SOW: Clause 2.4.7.1 & 2.4.7.	8.3	Maintenance of 3 Split Units	R	R	R	R	R	R
		Sub Total	R	R	R	R	R	R
Annexure A, B & Scope of Work	9.	ISLAND VIEW						
	9.1	Control Building						
Annex A: Control Building Annex B: Task 1,2 & 3, SOW: Clause 2.4.7.1 & 2.4.7.2	9.1.1	Maintenance of 2 Petra package units	R	R	R	R	R	R
Annex A: Control Building Annex B: Task 1,2 & 3, SOW: Clause 2.4.7.1 & 2.4.7.2	9.1.2	Maintenance of 6 Petra package units	R	R	R	R	R	R
Annex A: Control Building Annex B: Task 1,2 & 3, SOW: Clause 2.4.7.1 & 2.4.7.2	9.1.3	Maintenance of 3 chemical scrubbers	R	R	R	R	R	R
Annex A: Control Building Annex B: Task 4, SOW: Clause 2.4.7.1 & 2.4.7.2	9.1.4	Maintenance of 1 x Cassette unit.	R	R	R	R	R	R
	9.2	Testing Facility						
Annex A: Testing Facility Annex B: Task 4, SOW: Clause 2.4.7.1 & 2.4.7.2	9.2.1	Maintenance of X 5 split units	R	R	R	R	R	R
	9.3	Security building						
Annex A: Security Building Annex B: Task 4, SOW: Clause 2.4.7.1 & 2.4.7.2	9.3.1	Maintenance of 1 split unit	R	R	R	R	R	R
	9.4	MV Generators						
Annex A: MV Generator Annex B: Task 4, SOW: Clause 2.4.7.1 & 2.4.7.2	9.4.1	Maintenance of 2 Mv Gen wall units	R	R	R	R	R	R
	9.5	Control and Substation Buildings						
Annex A: Dry Chemical Scrubbers Annex B: Task 1,2 & 3, SOW: Clause 2.4.7.1 & 2.4.7.2	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
		Sub Total	R					R
Annexure A, B & Scope of Work	10.	JAMERSON PARK						
	10.1	Admin service						
Annex A: Admin Building Annex B: Task 1,2 & 3, SOW: Clause 2.4.7.1 & 2.4.7.2	10.1.1	Maintenance of VRV condensers	R	R	R	R	R	R
Annex A: Admin Building Annex B: Task 4, SOW: Clause 2.4.7.1 & 2.4.7.2	10.1.2	Maintenance of VRV cassettes	R	R	R	R	R	R
Annex A: Admin Building Annex B: Task 4, SOW: Clause 2.4.7.1 & 2.4.7.2	10.1.3	Maintenance of VRV mid wall	R	R	R	R	R	R
Annex A: Admin Building Annex B: Task 4, SOW: Clause 2.4.7.1 & 2.4.7.2	10.1.4	Computer room under ceiling	R	R	R	R	R	R
	10.2	Control Building						
Annex A: Control Building Annex B: Task 4, SOW: Clause 2.4.7.1 & 2.4.7.2	10.2.1	Maintenance of 8 x splits	R	R	R	R	R	R
	10.3	MV Substation						
Annex A: MV Substation Annex B: Task 1,2 & 3, SOW: Clause 2.4.7.1 & 2.4.7.2	10.3.1	Air handling units 01- mc quay	R	R	R	R	R	R
Annex A: MV Substation Annex B: Task 1,2 & 3, SOW: Clause 2.4.7.1 & 2.4.7.2	10.3.2	Air condensing units 02 - mc quay	R	R	R	R	R	R
	10.4	VSD Building						
Annex A: VSD Building Annex B: Task 1,2 & 3, SOW: Clause 2.4.7.1 & 2.4.7.2	10.4.1	Maintenance of 4 x Daikin roof tops units	R	R	R	R	R	R
Annex A: VSD Building Annex B: Task 4, SOW: Clause 2.4.7.1 & 2.4.7.2	10.4.2	Maintenance of 6 x Daikin splits	R	R	R	R	R	R
	10.5	Remote room 1						
Annex A: Remote Room 1 Annex B: Task 3, & 4, SOW: Clause 2.4.7.1 & 2.4.7.2	10.5.1	Maintenance of 4 x Daikin splits	R	R	R	R	R	R
Annex A: Remote Room 1								

Annex B: Task 3 & 4, SOW: Clause 2.4.7.1 & 2.4.7.2	10.5.2	Maintenance of pressurizing fan	R	R	R	R	R	R
	10.6	Remote room 2						
Annex A: Remote Room 2 Annex B: Task 3 & 4, SOW: Clause 2.4.7.1 & 2.4.7.2	10.6.1	Maintenance of 4 x Daikin splits	R	R	R	R	R	R
Annex A: Remote Room 2 Annex B: Task 3 & 4, SOW: Clause 2.4.7.1 & 2.4.7.2	10.6.2	Maintenance of pressurizing fan	R	R	R	R	R	R
	10.7	Remote room 3						
Annex A: Remote Room 3 Annex B: Task 3 & 4, SOW: Clause 2.4.7.1 & 2.4.7.2	10.7.1	Maintenance of 4 x Daikin splits	R	R	R	R	R	R
Annex A: Remote Room 3 Annex B: Task 3 & 4, SOW: Clause 2.4.7.1 & 2.4.7.2	10.7.2	Maintenance of pressurizing fan	R	R	R	R	R	R
	10.8	Remote room 4						
Annex A: Remote Room 4 Annex B: Task 3 & 4, SOW: Clause 2.4.7.1 & 2.4.7.2	10.8.1	Maintenance of 4 x Daikin splits	R	R	R	R	R	R
Annex A: Remote Room 4 Annex B: Task 3 & 4, SOW: Clause 2.4.7.1 & 2.4.7.2	10.8.2	Maintenance of pressurizing fan	R	R	R	R	R	R
	10.9	Remote room 6						
Annex A: Remote Room 6 Annex B: Task 3 & 4, SOW: Clause 2.4.7.1 & 2.4.7.2	10.9.1	Maintenance of 4 x Daikin splits	R	R	R	R	R	R
Annex A: Remote Room 6 Annex B: Task 3 & 4, SOW: Clause 2.4.7.1 & 2.4.7.2	10.9.2	Maintenance of pressurizing fan	R	R	R	R	R	R
	10.10	Testing Facility						
Annex A: Testing Facility Annex B: Task 4, SOW: Clause 2.4.7.1 & 2.4.7.2	10.10.1	Maintenance of 4 x Daikin splits	R	R	R	R	R	R
	10.11	Security						
Annex A: Security Building Annex B: Task 4, SOW: Clause 2.4.7.1 & 2.4.7.2	10.11.1	Maintenance of 3 x Daikin splits	R	R	R	R	R	R
	10.12	Workshop						
Annex A: Workshop Building Annex B: Task 4, SOW: Clause 2.4.7.1 & 2.4.7.2	10.12.1	Maintenance of 3 x Daikin splits	R	R	R	R	R	R
	10.13	MV Generators						
Annex A: MV Generators Annex B: Task 4, SOW: Clause 2.4.7.1 & 2.4.7.2	10.13.1	Maintenance of 2 x Daikin splits	R	R	R	R	R	R
	10.14	Chillers						
Annex A: VSD Building Annex B: Task 5, SOW: Clause 2.4.7.1 & 2.4.7.2	10.14.1	Maintenance of 6 x Kelvin Chillers	R	R	R	R	R	R
	Sub Total		R	R	R	R	R	R
Annexure A, B & Scope of Work	11.	ALRODE OPS						
	11.1	Admin Building						
Annex A: Admin Building Annex B: Task 4, SOW: Clause 2.4.7.1 & 2.4.7.2	11.1.1	Maintenance of 14 X Split units	R	R	R	R	R	R
	11.2	Security Building						
Annex A: Security Building Annex B: Task 4, SOW: Clause 2.4.7.1 & 2.4.7.2	11.2.1	Maintenance of 1 X Split unit	R	R	R	R	R	R
	11.3	Control Room						
Annex A: Control Room Annex B: Task 4, SOW: Clause 2.4.7.1 & 2.4.7.2	11.3.1	Maintenance of 3 X Cassette units	R	R	R	R	R	R
Annex A: Control Room Annex B: Task 4, SOW: Clause 2.4.7.1 & 2.4.7.2	11.3.2	Maintenance of 5 X Split units	R	R	R	R	R	R
	Sub Total							R
Annexure A, B & Scope of Work	12.	WALTLOO						
	12.1	Manager's Building						
Annex A: Manager's Building Annex B: Task 4, SOW: Clause 2.4.7.1 & 2.4.7.2	12.1.1	Maintenance of 3 X Split units	R	R	R	R	R	R
	12.2	Control Room						
Annex A: Control Building Annex B: Task 1,2 & 3 SOW: Clause 2.4.7.1 & 2.4.7.2	12.2.1	Maintenance of 6 X Package HVAC units	R	R	R	R	R	R
	12.3	Workshop Building						
Annex A: Workshop Building Annex B: Task 4, SOW: Clause 2.4.7.1 & 2.4.7.2	12.3.1	Maintenance of 2 X Split units	R	R	R	R	R	R
	12.4	Security Building						
Annex A: Security Building Annex B: Task 4, SOW: Clause 2.4.7.1 & 2.4.7.2	12.4.1	Maintenance of 1 X Split units	R	R	R	R	R	R
	Sub Total		R	R	R	R	R	R
Annexure A, B & Scope of Work	13	DURBAN OPS						
	13.1	Admin Building						
Annex A: Admin Building Annex B: Task 4, SOW: Clause 2.4.7.1 & 2.4.7.2	13.1.1	Maintenance of 4 X Split units	R	R	R	R	R	R
	13.2	Manager's Office						
Annex A: Manager's Building Annex B: Task 4, SOW: Clause 2.4.7.1 & 2.4.7.2	13.2.1	Maintenance of 1 X Split unit	R	R	R	R	R	R
	13.3	Artisan's Office						
Annex A: Artisan's Office Annex B: Task 4, SOW: Clause 2.4.7.1 & 2.4.7.2	13.3.1	Maintenance of 1 X Split unit	R	R	R	R	R	R
	13.4	Canteen Building						
Annex A: Canteen Building Annex B: Task 4, SOW: Clause 2.4.7.1 & 2.4.7.2	13.4.1	Maintenance of 1 X Split units	R	R	R	R	R	R
	13.5	Testing Facility						
Annex A: Testing Facility Annex B: Task 4, SOW: Clause 2.4.7.1 & 2.4.7.2	13.5.1	Maintenance of 3 X Split units	R	R	R	R	R	R
	13.6	Security Building						
Annex A: Security Building Annex B: Task 4, SOW: Clause 2.4.7.1 & 2.4.7.2	13.6.1	Maintenance of 1 X Split unit	R	R	R	R	R	R
	13.7	Control Building						

Annex A: Control Building Annex B: Task 4, SOW: Clause 2.4.7.1 & 2.4.7.2	13.7.1	Maintenance of 5 X Split units	R	R	R	R	R	R
	13.8	Main Substation						
Annex A: Main Substation Annex B: Task 4, SOW: Clause 2.4.7.1 & 2.4.7.2	13.8.1	Maintenance of 1X Split unit	R	R	R	R	R	R
		Sub Total	R	R	R	R	R	R
Annexure A, B & Scope of Work	14	FORT MISTAKE						
Annex A: VSD Room Annex B: Task 1,2 & 3, SOW: Clause 2.4.7.1 & 2.4.7	14.1	Maintenance of HVAC01	R	R	R	R	R	R
Annex A: VSD Room Annex B: Task 1,2 & 3, SOW: Clause 2.4.7.1 & 2.4.7	14.2	Maintenance of HVAC02	R	R	R	R	R	R
Annex A:Control & Security Building, Annex B: Task 4, SOW: Clause 2.4.7.1 & 2.4.7.	14.3	Maintenance of 3 Split Units	R	R	R	R	R	R
		Sub Total	R	R	R	R	R	R
Annexure A, B & Scope of Work	15	WILGE						
Annex A: VSD Room Annex B: Task 1,2 & 3, SOW: Clause 2.4.7.1 & 2.4.7	15.1	Maintenance of HVAC01	R	R	R	R	R	R
Annex A: VSD Room Annex B: Task 1,2 & 3, SOW: Clause 2.4.7.1 & 2.4.7	15.2	Maintenance of HVAC02	R	R	R	R	R	R
Annex A:Control & Security Building, Annex B: Task 4, SOW: Clause 2.4.7.1 & 2.4.7.	15.3	Maintenance of 3 Split Units	R	R	R	R	R	R
		Sub Total						R
							Total Price Excl. VAT	R
							VAT	R
							Total Price Incl. VAT	R

	TRANSNET PIELINES TENDER NUMBER: TPL/2024/ DESCRIPTION OF THE WORKS: Maintenance, repairs and replacement of Heating, Ventilation and Airconditioning (HVAC) system and Chillers at Transnet Pipelines Pump Stations and Terminals					
	SECTION 2 ACTIVITY SCHEDULE FOR HVAC SYSTEM EQUIPMENT REPAIRS AND REPLACEMENT AT TPL PUMP STATIONS & TERMINALS					
	ANNEXURES REFER TO:	ACTIVITY NUMBER	ACTIVITY DESCRIPTION	UNIT	QUANTITY	ACTIVITY AMOUNT
Annexure A & Scope of Work	2	PROVISION FOR FUTURE HVAC SYSTEM REPAIRS FOR 3 YEAR CONTRACT PERIOD NOTE: The employer reserves the right to execute activity in part or in whole or omit the entire activity upon instruction by the employer and be implemented by a defined costs compensation event for the possible major and minor defects listed below, Refer to the shorter schedule of cost components.				
Scope of Work clause 2.5.5.1	2.1	CONDENSER UNITS				
Annexure A: MV Substation Twini SOW: Clause 2.5.5.1.1	2.1.1	Make: Cubi cool, Model: CC25532MTZ100, Refrigerant: R407C a) Replace compressor and re-gas the system. b) Replace the crank case heater. c) Replace fan motor. d) Replace HP/LP switch. e) Replace suction line filter drier. f) Replace liquid line filter drier. g) Replace Schroeder valve.	Sum Sum Sum Sum Sum Sum Sum	1 1 1 1 1 1 1	R R R R R R R	
Annexure A: Control Building Twini SOW: Clause 2.5.5.1.2	2.1.2	Make: Huski, Model: BWP 180 - HTB2, Refrigerant: R407C a) Replace compressor and re-gas the system. b) Replace the crank case heater. c) Replace fan motor. d) Replace HP/LP switch. e) Replace suction line filter drier. f) Replace liquid line filter drier. g) Replace Schroeder valve.	Sum Sum Sum Sum Sum Sum Sum	1 1 1 1 1 1 1	R R R R R R R	
Annexure A: MV Substation Hilltop SOW: Clause 2.5.5.1.3	2.1.3	Make: Huski, Model: BWC 26 - HTB2, Refrigerant: R407C a) Replace compressor and re-gas the system. b) Replace the crank case heater. c) Replace fan motor. d) Replace HP/LP switch. e) Replace suction line filter drier. f) Replace liquid line filter drier. g) Replace Schroeder valve.	Sum Sum Sum Sum Sum Sum Sum	1 1 1 1 1 1 1	R R R R R R R	
Annexure A: Control Building Hilltop SOW: Clause 2.5.5.1.4	2.1.4	Make: Huski, Model: BWP 190 HTB2, Refrigerant: R407C a) Replace compressor and re-gas the system. b) Replace the crank case heater. c) Replace fan motor. d) Replace HP/LP switch. e) Replace suction line filter drier. f) Replace liquid line filter drier. g) Replace Schroeder valve.	Sum Sum Sum Sum Sum Sum Sum	1 1 1 1 1 1 1	R R R R R R R	
Annexure A: MV Substation Mnambithi SOW: Clause 2.5.5.1.5	2.1.5	Make: Huski, Model: BWC 20 - HTB2, Refrigerant: R407C a) Replace compressor and re-gas the system. b) Replace the crank case heater. c) Replace fan motor. d) Replace HP/LP switch e) Replace suction line filter drier. f) Replace liquid line filter drier. g) Replace Schroeder valve.	Sum Sum Sum Sum Sum Sum Sum	1 1 1 1 1 1 1	R R R R R R R	
Annexure A: Control Building Mnambithi SOW: Clause 2.5.5.1.6	2.1.6	Make: Huski, Model: BWP 160 - HTB2, Refrigerant: R407C a) Replace compressor and re-gas the system. b) Replace the crank case heater. c) Replace fan motor. d) Replace HP/LP switch. e) Replace suction line filter drier. f) Replace liquid line filter drier. g) Replace Schroeder valve.	Sum Sum Sum Sum Sum Sum Sum	1 1 1 1 1 1 1	R R R R R R R	
Annexure A: VSD Building Mngeni, Duzi, Mooi River, Fortmistake & Wilge. SOW: Clause 2.5.5.1.7	2.1.7	Make: HCM - Heat pump International, Model: GVH31-1C, Refrigerant: R407C a) Replace compressor and re-gas the system. b) Replace the crank case heater. c) Replace fan motor. d) Replace HP/LP switch. e) Replace suction line filter drier. f) Replace liquid line filter drier. g) Replace Schroeder valve.	Sum Sum Sum Sum Sum Sum Sum	1 1 1 1 1 1 1	R R R R R R R	

Annexure A: Control Building Warden, Villiers SOW: Clause 2.5.5.1.8	2.1.8	Make: Dakin, Model: UATYP450AMY1, Refrigerant: R407C a) Replace compressor and re-gas the system. b) Replace the crank case heater. c) Replace fan motor. d) Replace HP/LP switch. e) Replace suction line filter drier. f) Replace liquid line filter drier. g) Replace Schroeder valve.	Sum Sum Sum Sum Sum Sum Sum	1 1 1 1 1 1 1	R R R R R R R
Annexure A: Control Building Jamson Park. SOW: Clause 2.5.5.1.9	2.1.9	Make: Daikin, Model: RXYQ18P9W1B a) Replace compressor and re-gas the system. b) Replace the crank case heater. c) Replace fan motor. d) Replace HP/LP switch. e) Replace suction line filter drier. f) Replace liquid line filter drier. g) Replace Schroeder valve.	Sum Sum Sum Sum Sum Sum Sum	1 1 1 1 1 1 1	R R R R R R R
Annexure A: Control Building Waltloo SOW: Clause 2.5.5.1.10	2.1.10	Make: DUNHAM BUSH, Model: HP18MLNI, R410A a) Replace compressor and re-gas the system. b) Replace the crank case heater. c) Replace fan motor. d) Replace HP/LP switch. e) Replace suction line filter drier. f) Replace liquid line filter drier. g) Replace Schroeder valve.	Sum Sum Sum Sum Sum Sum Sum	1 1 1 1 1 1 1	R R R R R R R
Annexure A: MV Substation Jamson Park. SOW: Clause 2.5.5.1.11	2.1.11	Make: McQuay, Model: M4MC125, Refrigerant: R407C a) Replace compressor and re-gas the system. b) Replace the crank case heater. c) Replace fan motor. d) Replace HP/LP switch. e) Replace suction line filter drier. f) Replace liquid line filter drier. g) Replace Schroeder valve.	Sum Sum Sum Sum Sum Sum Sum	1 1 1 1 1 1 1	R R R R R R R
Scope of Work clause 2.5.5.2	2.2	AIR HANDLING UNITS			
Annexure A: MV Substation Twini SOW: Clause 2.5.5.2.1	2.2.1	Make: Huski , Model: ZKL 06-4 a) Replace motor bearings. b) Replace deck fan. c) Replace motor. d) Replace ABB 550 VSD.	Sum Sum Sum Sum	1 1 1 1	R R R R
Annexure A: Control Building Twini SOW: Clause 2.5.5.2.2	2.2.2	Make: Huski , Model: ZKL 35-6 a) Replace motor bearings. b) Replace deck fan. c) Replace motor. d) Replace ABB 550 VSD.	Sum Sum Sum Sum	1 1 1 1	R R R R
Annexure A: MV Substation Hilltop, Mnambithi SOW: Clause 2.5.5.2.3	2.2.3	Make: Huski , Model: ZKL 07-4 a) Replace motor bearings. b) Replace deck fan. c) Replace motor. d) Replace ABB 550 VSD.	Sum Sum Sum Sum	1 1 1 1	R R R R
Annexure A: Control Building Hilltop, Mnambithi SOW: Clause 2.5.5.2.4	2.2.4	Make: Huski , Model: ZKL 35-4 a) Replace motor bearings. b) Replace deck fan. c) Replace motor. d) Replace ABB 550 VSD.	Sum Sum Sum Sum	1 1 1 1	R R R R
Annexure A: VSD Building Mngeni, Duzi, Mooi River, Fortmistake & Wilge. SOW: Clause 2.5.5.2.5	2.2.5	Make: Pump International, Model: GAH2000 a) Replace motor bearings. b) Replace deck fan. c) Replace motor. d) Replace ABB 550 VSD.	Sum Sum Sum Sum	1 1 1 1	R R R R
Annexure A: Control Building Island view SOW: Clause 2.5.5.2.6	2.2.6	Make: Petra , Model: CM75 X8 a) Replace motor bearings. b) Replace deck fan. c) Replace motor. d) Replace ABB 550 VSD.	Sum Sum Sum Sum	1 1 1 1	R R R R
Annexure A: Control Building Island view SOW: Clause 2.5.5.2.7	2.2.7	Make: Petra, Model: DSPc195 a) Replace motor bearings. b) Replace deck fan. c) Replace motor. d) Replace ABB 550 VSD.	Sum Sum Sum Sum	1 1 1 1	R R R R
Annexure A: MV Substation Jamson Park. SOW: Clause 2.5.5.2.8	2.2.8	Make: McQuay, Model: MDB125 a) Replace motor bearings. b) Replace deck fan. c) Replace motor. d) Replace ABB 550 VSD.	Sum Sum Sum Sum	1 1 1 1	R R R R
Scope of Work clause 2.5.5.3	2.3	CHEMICAL SCRUBBER AT ISLANDVIEW DEPOT			
Annexure A: Control Building Island view SOW: Clause 2.5.5.3.1	2.3.1	Make: Alphasorb, Model: INL404 a) Replace motor bearings. b) Replace motor. c) Replace fan d) Replace VSD	Sum Sum Sum Sum	1 1 1 1	R R R R
Annexure A: Control Building Island view SOW: Clause 2.5.5.3.2	2.3.2	Make: Alphasorb, Model: INL606 a) Replace motor bearings. b) Replace motor. c) Replace fan d) Replace VSD	Sum Sum Sum Sum	1 1 1 1	R R R R
Scope of Work clause 2.5.5.4	2.4	CHILLER UNITS			
Annexure A: VSD Building Chillers SOW: Clause 2.5.5.4.1	2.4.1	Make: Kelvin, Model: KRNA600A93540, Refrigerant: R410A a) Replace fan speed controller b) Replace compressor and re-gas the system. c) Repair leaks and refill raw water glycol d) Replace and programme PC05+ Large controller. e) Replace water pump. f) Replace fan motor.	Sum Sum Sum Sum Sum Sum	1 1 1 1 1 1	R R R R R R
Annexure A: VSD Building Chillers SOW: Clause 2.5.5.4.2	2.4.2	Make: Kelvin, Model: KRNA600A93540, Refrigerant: R410A a) Supply and replace 2x Chiller condenser coils for 1 chiller unit.	Sum	1	R
Scope of Work clause 2.5.5.5	2.5	SUPPLY AND PROGRAMME PLC CONTROLLER.			
Annexure A: VSD Building Mngeni, Duzi, Mooi River SOW: Clause 2.5.5.5.1	2.5.1	Make: Carel, Size: Small, Model: PC05+	Sum	1	R
Annexure A: VSD Building Fort mistake, Wilge SOW: Clause 2.5.5.5.2	2.5.2	Make: Carel, Size: Medium, Model: PC05+	Sum	1	R
Annexure A: VSD Building Chillers SOW: Clause 2.5.5.5.3	2.5.3	Make: Carel, Size: Large, Model: PC05+	Sum	1	R
Annexure A: Control Building Twini SOW: Clause 2.5.5.5.4	2.5.4	Make: Array	Sum	1	R
Annexure A: Control Building Twini SOW: Clause 2.5.5.5.5	2.5.5	Make: Carel, Model: IR33 W7L R20	Sum	1	R
Scope of Work clause 2.5.5.6	2.6	Provision for ad-hoc leak detection, repair and re-gas on an as and when basis: The employer reserves the right to execute activity in part or in whole or omit the entire activity upon instruction by the employer and be implemented by a defined costs compensation event.	Sum	1	R 500 000,00
Scope of Work clause 2.5.5.7	2.7	Provision for general HVAC System minor ad-hoc repairs on an as and when basis: The employer reserves the right to execute activity in part or in whole or omit the entire activity upon instruction by the employer and be implemented by a defined costs compensation event.	Sum	1	R 500 000,00

Annexure A & SOW		PROVISION FOR ONCE-OFF HVAC SYSTEM EQUIPMENT REPLACEMENT			
Scope of Work clause 2.5.6.1		TWINI DEPOT			
Annexure A: Control Building Twini SOW: Clause 2.5.6.1.1		Supply and replace 1x Huski BWP 180-HTB2 condenser unit in the Control Building, 51CON04. Also supply, programme Array controller and commission the condenser unit.	Sum	1	R
Scope of Work clause 2.5.6.2		HILLTOP DEPOT			
Annexure A: Control Building Hilltop SOW: Clause 2.5.6.2.1		Supply and replace 2x Huski BWC 26-HTB2 condenser units in the MV Substation Building, 53CONC01 and 53HCON02. Also supply, programme Array controller and commission the condenser units.	Sum	1	R
Annexure A & SOW	3	PROVISION FOR FUTURE HVAC SYSTEM EQUIPMENT REPLACEMENT FOR 3 YEAR CONTRACT PERIOD NOTE: The employer reserves the right to execute activity in part or in whole or omit the entire activity upon instruction by the employer and be implemented by a defined costs compensation event for the possible major and minor defects listed below, Refer to the shorter schedule of cost components.			
Scope of Work clause 2.5.7.2 1	3.1	CONDENSING UNITS			
Annexure A: MV Substation Twini SOW: Clause 2.5.7.2.1	3.1.1	Make: Cubi cool, Model: CC25532MTZ100, Refrigerant: R407C	Sum	1	R
Annexure A: Control Building Twini SOW: Clause 2.5.7.2.2	3.1.2	Make: Huski, Model: BWP 180 - HTB2, Refrigerant: R407C	Sum	1	R
Annexure A: MV Substation Hilltop SOW: Clause 2.5.7.2.3	3.1.3	Make: Huski, Model: BWC 26 - HTB2, Refrigerant: R407C	Sum	1	R
Annexure A: Control Building Hilltop SOW: Clause 2.5.7.2.4	3.1.4	Make: Huski, Model: BWP 190 HTB2, Refrigerant: R407C	Sum	1	R
Annexure A: MV Substation Mnabithi SOW: Clause 2.5.7.2.5	3.1.5	Make: Huski, Model: BWC 20 - HTB2, Refrigerant: R407C	Sum	1	R
Annexure A: Control Building Mnambithi SOW: Clause 2.5.7.2.6	3.1.6	Make: Huski, Model: BWP 160 - HTB2, Refrigerant: R407C	Sum	1	R
Annexure A: VSD Building Mngeni, Duzi, Mooi River, Fortmistake & Wilge. SOW: Clause 2.5.7.2.7	3.1.7	Make: HCM - Heat pump International, Model: GVH31-1C, Refrigerant: R407C	Sum	1	R
Annexure A: Control Building Warden, Villiers SOW: Clause 2.5.7.2.8	3.1.8	Make: Dakin, Model: UATYP450AMY1, Refrigerant: R407C	Sum	1	R
Annexure A: Control Building Jamson Park. SOW: Clause 2.5.7.2.9	3.1.9	Make: Daikin, Model: RXYQ18P9W1B	Sum	1	R
Annexure A: Control Building Walloo SOW: Clause 2.5.7.2.10	3.1.10	Make: DUNHAM BUSH, Model: HP18MLNI, R410A	Sum	1	R
				Total Excluding VAT	R
				VAT	R
				Total Including VAT	R

	TRANSNET PIELINES TENDER NUMBER: TPL/2024/ 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			
	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.			
	Repair Pricing			
1,1	Price per KG to top up or re-gas 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