



Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

Request For an appointment of a Contractor for Sealants Replacement and Slab Repairs on a once off basis at Transnet Pipelines Tarlton depot.

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	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)			
Capacity			
For the tenderer:			
	(Insert name and address of organisation)		
Name & signature of witness		Date	
Tenderer's CII	DB registration number:		

Description of the Works: Request For an appointment of a Contractor for Sealants Replacement and Slab Repairs at

Transnet Pipelines Tarlton depot.

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 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 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 when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

Transnet Pipelines

Tender Number: TPL/2025/10/0005/108798/RFQ

Description of the Works: Request For an appointment of a Contractor for Sealants Replacement and Slab Repairs at

Transnet Pipelines Tarlton depot.

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	Transnet SOC Ltd		
Name & signature of witness	(Insert name and address of organisation)	Date	

Description of the Works: Request For an appointment of a Contractor for Sealants Replacement and Slab Repairs at

Transnet Pipelines Tarlton depot.

Schedule of Deviations

Note:

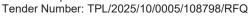
- 1. To be completed by the Employer prior to award of contract. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
- 2. The extent of deviations from the tender documents 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.

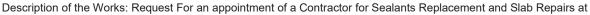
No.	Subject	Details
1		
2		
3		
4		

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

	For the tenderer:	For the Employer
Signature		
Name		
Capacity		
On behalf of	(Insert name and address of organisation)	Transnet SOC Ltd
Name & signature of witness		
Date		







C1.2 Contract Data

	- Data provided by the Emp	-	
Clause	Statement	Data	
1	General		
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option		
		B:	Priced contract with bill of quantities
	dispute resolution Option	W1:	Dispute resolution procedure
	and secondary Options		
		X2	Changes in the law
		X7:	Delay damages
		X16:	Retention
		X18:	Limitation of liability
		Z:	Additional conditions of contract
		Z1	Intellectual Property Rights
		Z2	Assignment and Waiver
		Z 3	Protection of Personal Information Act
		Z4	Additional clauses relating to Joint Venture
		Z 5	Additional obligations in respect of Termination
		Z 6	Right Reserved by the Employer to Conduct Screening through SSA
		Z7	Additional Clause Relating to Collusion in the Construction Industry
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April		

2013)





10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)
	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	
10.1	The <i>Project Manager</i> is: (Name)	ТВА
	Address	202 Anton Lembede Street Durban 4001
	Tel	ТВА
_	e-mail	<u>TBA</u>
10.1	The Supervisor is: (Name)	ТВА
	Address	202 Anton Lembede Street (Smith Street) Durban 4001
	Tel No.	ТВА
	e-mail	<u>TBA</u>
11.2(13)	The works are	Request For an appointment of a Contractor for Sealants Replacement and Slab Repairs at Tarlton Depot.
11.2(14)	The following matters will be included in the Risk Register	All those matters recorded in accordance with Clause 16.1 of the Contract. - Working on National Key Point site - Working on site where there are other Contractors executing works - Working on operational Depots - Working in a Petrochemical Environment
11.2(15)	The boundaries of the site are	As stated in Part C3



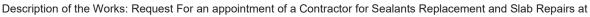


11.2(16)	The Site Information is in	Part C3
11.2(19)	The Works Information is in	Part C3
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The language of this contract is	English
13.3	The <i>period for reply</i> is	2 weeks
2	The <i>Contractor</i> '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	ТВА
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	ТВА
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	4 weeks.
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	
4	Testing and Defects	
42.2	The <i>defects date</i> is	52 (fifty-two) 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	25 th (Twenty-Fifth) 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	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.





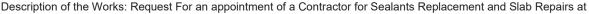
51.4	The <i>interest rate</i> is	the prime lending rate of Rand Merchant Bank of South Africa.
6	Compensation events	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm)
		the number of days with rainfall more than 10 mm
	The place where weather is to be recorded (on the Site) is:	The Contractor's Site establishment area
	The weather data are the records of past weather measurements for each calendar month which were recorded at:	Talton
	and which are available from:	South African Weather Service 012 367 6023 or info3@weathersa.co.za .
7	Title	No additional data is required for this section of the <i>conditions of contract</i> .
8	Risks and insurance	
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	Loss of or damage to the <i>works</i> , Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.
	Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability
	2 Insurance against:	Loss of or damage to property (except the works, Plant and 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 insurance policy for Contract Works / Public Liability



		Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
		The deductibles are	as stated in the insurance policy for Contract Works / Public Liability
	3	Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability
		Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
		The deductibles are:	As stated in the 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.
		Note:	The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."
84.1	resinj <i>Co</i> the in	demnity for insurance in spect of death of or bodily jury to employees of the	Occupational Injuries and Diseases Act No. 130 of
		ne <i>Contractor</i> provides these Iditional Insurances	1 Where the contract requires that the design of any part of the works shall be provided by the Contractor the Contractor shall satisfy the Employer that professional indemnity

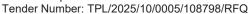
been affected

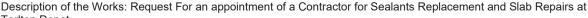
insurance cover in connection therewith has

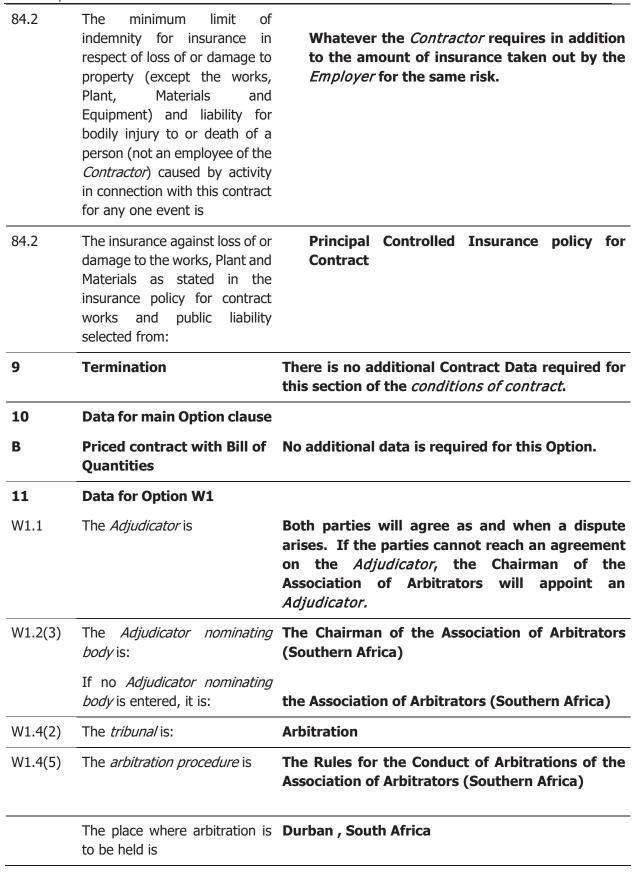




- Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the works at premises other than the site, the Contractor shall satisfy the Employer that such plant & materials, components or other goods for incorporation in the works are adequately insured during manufacture and/or fabrication and transportation to the site.
- 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor
- 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 R 5 000 000
- 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 *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* 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 *Contractor*.









Transnet Pipelines Tender Number: The Description of the VarIton Depot.

elines ber: TPL/2025/10/0005/108798/RFQ f the Works: Request For an appointment of a Contractor for Sealants Replacement and Slab Repairs at t.	
The person or organisation	

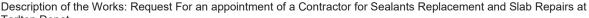
	who will choose an arbitrator if the Parties cannot agree a choice or if the arbitration procedure does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)
12	Data for secondary Option clauses	
X2	Changes in the law	No additional data is required for this Option
X7	Delay Damages	
	Delay Damages for Completion of whole of the <i>works</i> are	R 1000.00 per day
X16	Retention	
X16.1	The retention free amount is	Nil
	The retention percentage is	10% on all payments certified.
X18	Limitation of liability	
X18.1	The <i>Contractor'</i> s liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Nil
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 to:	The cost of correcting the Defect
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	The Total of the Prices
X18.5	The <i>end of liability date</i> is	5 years after Completion of the whole of the works





Z	Additional conditions of contract are:	
Z1	Intellectual Property Rights	
Z1.1		Intellectual property rights (including patents, copyright, trademarks etc.) rest with the party owning them.
Z2	Assignment and Waiver	
Z2.1		No rights, duties or liabilities under this contract may be ceded, assigned, transferred, conveyed or otherwise disposed of by either Party (Employer or Contractor) without the prior written consent of the other Party (Employer or Contractor), which consent shall not be unreasonably withheld
Z 2.2		No grant by the Contractor or the Employer to the other of any concession, waiver, condo nation 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 granter in terms of the Contract or an estoppel of the grantor's right to enforce the provisions of the Contract.
Z 3	Protection of Personal Information Act	
Z3.1		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.
74	Additional clauses relating to	

Z4 Additional clauses relating to **Joint Venture**





Insert the additional core clause 27.5

27.5. In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date.

The Joint Venture agreement shall contain but not be limited to the following:

- A brief description of the Contract and the Deliverables;
- The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;
- The constituent's interests;
- A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;
- Details of an internal dispute resolution procedure;
- Written confirmation by all of the constituents:
- of their joint and several liabilities to the Employer to Provide the Works;
- identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the Contractor's representative;
- 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 constituents from time to time:
 - ii. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.

Z4.2 Insert additional core clause 27.6

> 27.6. The Contractor shall not alter its composition or legal status of the Joint Venture without the prior approval of the *Employer*.

Z5 Additional obligations in respect of Termination

The following will be included under core clause 91.1:

> In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and

> Under the second main bullet, insert the following additional bullets after the last subbullet:

- commenced **business** rescue proceedings (R22)
- repudiated this Contract (R23)
- **Z5.2 Termination Table** The following will be included under core clause 90.2 Termination Table as follows:

Amend "A reason other than R1 - R21" to "A reason other than R1 - R23"

Amend "R1 - R15 or R18" to "R1 - R15, R18, R22 or R23."

Z5.3

Z5.1



Tarlton Depot.

Z6 Right Reserved by the Employer to Conduct Screening through SSA

Z6.1

The *Employer* reserves the right to conduct screening through State Security Agency (SSA) for security clearances of any *Contractor* who has access to National Key Points. The following documents are needed from the company:-

- 1. Company registration number.
- 2. CIPC registration.
- 3. Company TAX clearance TCS Pin.
- 4. Copies of ID of directors.
- 5. Fingerprints of directors (Use SAP 91) to be found at local SAPS. Original fingerprints must be submitted.
- 6. Copies of ID of employees who will be working on site.
- 7. Fingerprint of employees who will be working on site (Use SAP 91) to be found at local SAPS. Original fingerprints must be submitted.
- The contractor must make a copy of the extra Departmental documents and take it to SAPS which prevents them from paying.

Note: Please take note that SSA takes 2 weeks for screening to take place once all required documentation has been submitted

Z7 Additional Clause Relating to Collusion in the Construction Industry

Z7.1

The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to any declared tender rigging including blacklisting.







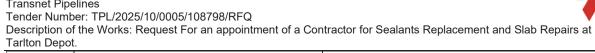
C1.2 Contract Data

Part two - Data provided by the Contractor

The tendering Contractor is advised to read both the NEC3 Engineering and Construction Contract -June 2005 (with amendments June 2006 and April 2013) and the relevant parts of its Guidance Notes (ECC3-GN) in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 156 to 158 of the ECC3 Guidance Notes.

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

Clause	Statement	Data
10.1	The Contractor is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The direct fee percentage is	
	The subcontracted fee percentage is	
11.2(18)	The working areas are the Site and	
24.1	The Contractor's key persons are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
11.2(14)	The following matters will be included in the Risk Register	
31.1	The programme identified in the Contract Data is	
В	Priced contract with bill of quantities	



11.2(21)	The <i>bill of quantities</i> is in	
11.2(31)	The tendered total of the Prices is	
11.2(31)	The tendered total of the Prices is (Word)	
	Data for Schedules of Cost Components	Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.

В	Priced contract with bill of quantities	Data for the Shor Components	ter Sche	dule o	of Cost
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	(state plus or minus	5)		
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		rly rate	
62 in SSCC	The percentage for design overheads is				

Transnet Pipelines



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63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:	



PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	5
C2.2	The bill of quantities	2

Part C2.1: Pricing Instructions Option B





C2.1 Pricing instructions: Option B

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 and 2013 (ECC) Option B states:

Identified 11 and defined

- 11.2 terms
- (21) The Bill of Quantities is the bill of quantities as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.
- (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.
- (28) The Price for Work Done to Date is the total of
- the quantity of the work which the *Contractor* has completed for each item in the Bill of Quantities multiplied by the rate and
- a proportion of each lump sum which is the proportion of the work covered by the item which the *Contractor* has completed.

Completed work is work without Defects which would either delay or be covered by immediately following work.

(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of **Quantities.**

This confirms that Option B is a re-measurement contract and the bill comprises only items measured using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.

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Tarlton Depot.

1.2. **Function of the Bill of Quantities**

Clause 55.1 in Option B states, "Information in the Bill of Quantities is not Works Information or Site Information". This confirms that instructions to do work or how it is to be done are not included in the Bill, but in the Works Information. This is further confirmed by Clause 20.1 which states, "The Contractor Provides the Works in accordance with the Works Information". Hence the Contractor does **not** Provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.

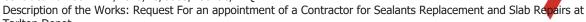
1.3. **Guidance before pricing and measuring**

Employers preparing tenders or contract documents, and tendering contractors are advised to consult the sections dealing with the bill of quantities in the NEC3 Engineering and Construction Contract (June 2005) Guidance Notes before preparing the bill of quantities or before entering rates and lump sums into the bill.

Historically bill of quantities based contracts in South Africa have been influenced by the different approaches of the civil engineering and building sectors of the industry through their respective discipline based standard forms of contract and methods of measurement. This is particularly apparent in the approach to the Preliminary and General bill. On the other hand, because ECC caters for a number of disciplines in the same contract, including electrical works, a different approach not currently found in local methods of measurement to the Preliminary & General bill items may have been used.

The NEC approach to the P & G bill assumes use will be made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme, fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill.

Part C2.1: Pricing Instructions Option B



2. **Measurement and payment**

2.1. **Symbols**

The units of measurement described in the Bill of Quantities are metric units abbreviated as follows:

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
1	litre
m	metre
mm	millimetre
m ²	square metre
m²-pass	square metre pass
m³	cubic metre
m³-km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre

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TRANSNET

Tarlton Depot.

MPa	megapascal
No.	number
Prov sum ¹	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

2.2. **General assumptions**

- 2.2.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- 2.2.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the Contractor in carrying out or providing that item.
- 2.2.3. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.
- 2.2.4. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the bill specifically for such matters, then the Contractor is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.

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¹ Provisional Sums should not be used unless absolutely unavoidable. Rather include specifications and associated bill items for the most likely scope of work, and then change later using the compensation event procedure if necessary. This is because tenderers cannot programme effectively for unknown scopes of work



Tarlton Depot.

- 2.2.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the bill of quantities. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.
- 2.2.6. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the Project Manager at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.
- 2.2.7. The short descriptions of the items of payment given in the bill of quantities are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

2.3. **Departures from the** *method of measurement*

2.4. Amplification of or assumptions about measurement items

For the avoidance of doubt the following is provided to assist in the interpretation of descriptions given in the method of measurement. In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in this section shall be used.

Part C2.1: Pricing Instructions Option B

Transnet Pipelines

Contract Number: TPL/2025/10/0005/108798/RFQ

Description of the Works: Request For an appointment of a Contractor for Sealants Replacement and Slab Repairs at

TRANSNET

Tarlton Depot.

C2.2 The bill of quantities

Part C2: Pricing Data CPM 2020 Rev 01