

TENDER NUMBER: TPL/2025/02/0002/87723/RFQ

DESCRIPTION OF THE WORKS: THE SUPPLY AND INSTALLATION OF A 5250 LITRES WATER STORAGE TANK WITH PIPES, FITTINGS AND PUMP AT THE LANGLAAGTE DEPOT.

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## **Transnet Pipelines**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

## **REQUEST FOR QUOTATION (RFQ)**

**SUPPLY AND INSTALLATION OF A 5250 LITRES WATER STORAGE TANK WITH PIPES, FITTINGS AND PUMP AT THE LANGLAAGTE DEPOT.**

<b>RFQ NUMBER</b>	<b>: TPL/2025/02/0002/87723/RFQ</b>
<b>ISSUE DATE</b>	<b>: 10 April 2025</b>
<b>COMPULSORY BRIEFING</b>	<b>: 22 April 2025 at 10:00am</b>
<b>CLOSING DATE</b>	<b>: 30 April 2025</b>
<b>CLOSING TIME</b>	<b>: 16h00pm</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 weeks after closing date</b>

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## 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:

### **Supply and Installation of a 5250 Litres Vertical Water Storage Tank With Pipes, Fittings and Pump at the Langlaagte 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	<b>R</b>
Value Added Tax @ 15% is	<b>R</b>
The offered total of the Prices inclusive of VAT is	<b>R</b>
(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 CIDB registration number:



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## Acceptance

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer. In consideration thereof, the *Employer* shall pay the *Contractor* the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the *Employer* and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2 Pricing Data
- Part C3 Scope of Work: Works Information
- Part C4 Site 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).

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

(Insert name and address of organisation)

Name &  
signature of  
witness

Date



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## Schedule of Deviations

Note:

1. To be completed by the *Employer* prior to award of contract. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the *Employer* prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1		
2		
3		
4		
5		

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 <i>Contractor</i> :	For the <i>Employer</i>	For the <i>Employer</i>
Name	_____	_____	_____
Signature	_____	_____	_____
Capacity On behalf of	_____	_____	_____
Name & signature of witness	_____	_____	_____
Date	_____	_____	_____

## PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	6
C2.2	The <i>bill of quantities</i>	4

## 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:

<b>Identified and defined terms</b>	11	
	11.2	<p>(21) The Bill of Quantities is the <i>bill of quantities</i> as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.</p> <p>(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.</p> <p>(28) The Price for Work Done to Date is the total of</p> <ul style="list-style-type: none"> <li>the quantity of the work which the <i>Contractor</i> has completed for each item in the Bill of Quantities multiplied by the rate and</li> <li>a proportion of each lump sum which is the proportion of the work covered by the item which the <i>Contractor</i> has completed.</li> </ul> <p>Completed work is work without Defects which would either delay or be covered by immediately following work.</p> <p>(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.</p>

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.



## 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.

## 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
l	litre
m	metre
mm	millimetre
m <sup>2</sup>	square metre
m <sup>2</sup> -pass	square metre pass
m <sup>3</sup>	cubic metre
m <sup>3</sup> -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre

MPa	megapascal
No.	number
Prov sum <sup>1</sup>	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.

<sup>1</sup> 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

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- 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.

## C2.2 The *bill of quantities*

### SUPPLY AND INSTALLATION OF A 5250 LITRES VERTICAL WATER STORAGE TANK WITH PIPES, FITTINGS AND PUMP AT THE LANGLAAGTE DEPOT

ITEM	CIVIL WORKS INFORMATION	UNIT	QTY	RATE	AMOUNT
<b>1.0</b>	<b>Preliminaries &amp; General Items</b>				
1.1	Detailed breakdown required	Sum	1.0		
1.2	Safety file	Sum	1.0		
<b>Sub Total</b>					
<b>2.0</b>	<b>Earthworks</b>				
2.1	Foundation : Excavate a 2220 x 2220 x 225 mm trench, RIP and recompact the in-situ material, supply and install G5 material and compact in accordance with the works information (refer to 6.1 of the works information and drawing PL 122718).	Sum	1.0		
2.2	Pipe trenching: Excavate trenches for the new pipe route and along the municipal tie-in point as marked in drawing PL 122710.	Sum	1.0		
2.3	Backfilling: After the installation of the tank and all appropriate fittings, backfill the trenches with stockpiled material, compact and reinstate to original condition.	Sum	1.0		

ITEM	CIVIL WORKS INFORMATION	UNIT	QTY	RATE	AMOUNT
<b>Sub Total (Excl.Vat)</b>					
<b>3</b>	<b>Concrete Works</b>				
3.1	Supply material and cast a concrete slab of 2220 x 2220 x 150 mm including mesh 193 reinforcement on the top and bottom side.	Sum	1		
<b>4.0</b>	<b>Tank and pump installation</b>				
4.1	Supply and install the 5250 litres water tank with a floating valve kit connected to the inside of the tank inlet.	Sum	1.0		
4.2	Connection to existing municipal line: Cut the existing steel water pipes and supply and connect the new pvc pipes with appropriate fittings.	Sum	1.0		
4.3	Supply and install ball valve as shown in drawing PL 122710 ,supply material and construct a 230 x 230 x 500mm brick chamber with a lid for the valve.	Sum	1.0		

ITEM	CIVIL WORKS INFORMATION	UNIT	QTY	RATE	AMOUNT
4.4	Supply and connect a pump with a flow control switch (refer to works information for specification)	Sum	1.0		
4.5	Supply and connect a new pipe and fittings from the outlet of the tank to the inlet of the pump with a y-strainer.	Sum	1.0		
4.6	Connect the pump to the building supply line using appropriate fittings.	Sum	1.0		
4.7	Supply and connect non-return valves along the pipe route , supply material and construct 230 x 230 x 500mm brick chambers with lids to house the valves.	Sum	1.0		
5.0	<b>Test and commission</b>	Sum	1.0		
5.1	Fill the tank with water and test the operation of the floating valve, pump, ball valve, and non-return valves.	Sum	1.0		
5.2	Issue a certificate of completion.	Sum	1.0		
6.0	<b>Supply of electrical components</b>				
6.1	Supply an outdoor power socket (Refer to point 6.3 of Scope of Work)	each	1.0		

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ITEM	CIVIL WORKS INFORMATION	UNIT	QTY	RATE	AMOUNT
6.2	Supply a circuit breaker (Refer to point 6.3 of Scope of Work)	each	1.0		
6.3	Supply an electrical cable -2.5mm <sup>2</sup> (Refer to point 6.3 of Scope of Work)	m	30.0		
6.4	Supply a PVC conduit 25 mm and connectors (Refer to point 6.3 of Scope of Work)	m	30.0		
6.5	Supply connectors 25mm	each	30.0		
<b>Sub Total</b>					
<b>Grand Total</b>					



## C1.2 Contract Data

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	<b>B: Priced contract with bill of quantities</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	<b>X2: Changes in law</b> <b>X7: Delay damages</b> <b>X18: Limitation of liability</b> <b>Z: Additional conditions of contract</b> <b>Z1: Additional obligations in respect of Termination</b> <b>Z2 Right Reserved by the Employer to Conduct Vetting through SSA</b> <b>Z3: Additional Clause Relating to Collusion in the Construction Industry</b> <b>Z4: Protection of Personal Information Act</b>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	<b>Transnet SOC Ltd</b> <b>(Registration No. 1990/000900/30)</b>

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	Address	Registered address: <b>Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000</b>
	Having elected its Contractual Address for the purposes of this contract as:	<b>Transnet Pipelines 202 Anton Lembede Street, Durban, South Africa 4001</b>
10.1	The <i>Project Manager</i> is: (Name)	<b>TBC</b>
	Address	<b>Transnet Pipelines 202 Anton Lembede Street Durban, South Africa 4001</b>
	Tel	<b>TBC</b>
	e-mail	<b>TBC</b>
10.1	The <i>Supervisor</i> is: (Name)	<b>TBC</b>
	Address	<b>Transnet Pipelines 202 Anton Lembede Street Durban, South Africa 4001</b>
	Tel No.	<b>TBC</b>
	e-mail	<b>TBC</b>
11.2(13)	The <i>works</i> are	<b>Supply and Installation of a 5250 Litres Vertical Water Storage Tank With Pipes, Fittings and Pump at the Langlaagte Depot</b>
11.2(14)	The following matters will be included in the Risk Register	<b>1. Unknown Services on the Ground 2. Community Unrest 3. Local Business Forums</b>
11.2(15)	The <i>boundaries of the site</i> are	<b>As stated in Part C3.1." Works Information"</b>
11.2(16)	The Site Information is in	<b>Part C 3.1</b>
11.2(19)	The Works Information is in	<b>Part C 3.1</b>



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12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>4 weeks</b>
<b>2</b>	<b>The Contractor's main responsibilities</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>3</b>	<b>Time</b>	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	<b>TBC</b>
30.1	The <i>access dates</i> are	<b>Upon approval of SHEQ file</b>
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	<b>2 weeks of the Contract Date.</b>
31.2	The <i>starting date</i> is	<b>TBC</b>
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	<b>4 weeks.</b>
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	
<b>4</b>	<b>Testing and Defects</b>	
42.2	The <i>defects date</i> is	<b>52 (fifty-two) weeks after Completion of the whole of the <i>works</i>.</b>
43.2	The <i>defect correction period</i> is	<b>2 weeks</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is monthly on the	<b>18<sup>th</sup> (Eighteenth) day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>
51.2	The period within which payments are made is	<b>Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b>



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51.4	The <i>interest rate</i> is	<b>the prime lending rate of Rand Merchant Bank of South Africa.</b>
<b>6</b>	<b>Compensation events</b>	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	<b>the cumulative rainfall (mm)</b>
		<b>the number of days with rainfall more than 10 mm</b>
	The place where weather is to be recorded (on the Site) is:	<b>Incident site under execution</b>
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:	<b>The closest weather station to the incident site under execution</b>
	and which are available from:	<b>South African Weather Service 012 367 6023 or <a href="mailto:info3@weathersa.co.za">info3@weathersa.co.za</a>.</b>
<b>7</b>	<b>Title</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<b>None</b>
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	<b>Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.</b>
	Cover / indemnity:	<b>to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are:	<b>as stated in the insurance policy for Contract Works / Public Liability</b>



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2	Insurance against:	<b>Loss of or damage to property (except the works, Plant and Materials &amp; Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability</b>
	Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are	<b>as stated in the insurance policy for Contract Works / Public Liability</b>
3	Insurance against:	<b>Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability</b>
	Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are:	<b>As stated in the insurance policy for Contract Works / Public Liability</b>
4	Insurance against:	<b>Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon</b>
	Cover / indemnity	<b>Cover / indemnity is to the extent provided by the SASRIA coupon</b>
	The deductibles are	<b>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.</b>
	Note:	<b>The deductibles for the insurance as Stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."</b>



84.1	<p>The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is</p> <p>The <i>Contractor</i> provides these additional Insurances</p>	<p><b>The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.</b></p> <p><b>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.</b></p> <p><b>The insurance coverage referred to in 1 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 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 <i>Contractor</i>.</b></p>
84.2	<p>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 <i>Contractor</i>) caused by activity in connection with this contract for any one event is</p>	<p><b>Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.</b></p>



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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:	<b>Principal Controlled Insurance policy for Contract</b>
<b>9</b>	<b>Termination</b>	<b>There is no additional Contract Data required for this section of the <i>conditions of contract</i>.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>B</b>	<b>Priced contract with Bill of Quantities</b>	<b>No additional data is required for this Option.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is	<b>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:  If no <i>Adjudicator nominating body</i> is entered, it is:	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>  <b>the Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>
	The place where arbitration is to be held is	<b>Durban, South Africa</b>
	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	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>



Transnet Pipelines

Tender Number: TPL/2025/02/0002/87723/RFQ

Description of the Works: Supply and Installation of a 5250 Litres Vertical Water Storage Tank With Pipes, Fittings and Pump at the Langlaagte Depot

<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X2</b>	<b>Changes in the law</b>	<b>No additional data is required for this Option</b>
<b>X7</b>	<b>Delay damages</b>	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	<b>R 500.00 per day</b>
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	<b>Value to be proven at the time</b>
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	<b>The deductible of the relevant insurance policy</b>
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	<b>The cost of correcting the Defect</b>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	<b>The Total of the Prices</b>
X18.5	The <i>end of liability date</i> is	<b>5 years after Completion of the whole of the <i>works</i></b>
<b>Z</b>	<b><i>Additional conditions of contract are:</i></b>	
<b>Z1</b>	<b>Additional obligations in respect of Termination</b>	





Z1.1		<p><b>The following will be included under core clause 91.1:</b></p> <p><b>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and</b></p> <p><b>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</b></p> <ul style="list-style-type: none"> <li>• <b>commenced business rescue proceedings (R22)</b></li> <li>• <b>repudiated this Contract (R23)</b></li> </ul>
Z1.2	Termination Table	<p><b>The following will be included under core clause 90.2 Termination Table as follows:</b></p> <p><b>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</b></p>
Z1.3		<p><b>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</b></p>
<b>Z2</b>	<b>Right Reserved by the Employer to Conduct Vetting through SSA</b>	
Z2.1		<p><b>The <i>Employer</i> reserves the right to conduct screening through State Security Agency (SSA) for security clearances of any <i>Contractor</i> who has access to National Key Points for the following without limitations:</b></p>



**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.**
- 8. The contractor must make a copy of the extra Departmental documents and take it to SAPS which prevents them from paying.**

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**Z3 Additional Clause Relating to Collusion in the Construction Industry**

- Z3.1**                      **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.**

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**Z4 Protection of Personal Information Act**

- Z4.1**                      **The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.**
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## 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 <i>Contractor</i> is (Name):	
	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:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	

		<b>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled..... .</b>
11.2(14)	The following matters will be included in the Risk Register	
31.1	The programme identified in the Contract Data is	
<b>B</b>	<b>Priced contract with bill of quantities</b>	
11.2(21)	The <i>bill of quantities</i> is in	
11.2(31)	The tendered total of the Prices is	(in figures)  (in words), excluding VAT
	<b>Data for Schedules of Cost Components</b>	<i>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.</i>

<b>B</b>	<b>Priced contract with bill of quantities</b>	<b>Data for the Shorter Schedule of Cost Components</b>		
41 in SSCC	The percentage for people overheads is:	<b>%</b>		
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	<b>% (state plus or minus)</b>		
22 in SSCC	The rates of other Equipment are:	<b>Equipment</b>	<b>Size or capacity</b>	<b>Rate</b>

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