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.

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.

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

ISSUE DATE : 10 April 2025

COMPULSORY BRIEFING : 22 April 2025 at 10:00am

CLOSING DATE : 30 April 2025
CLOSING TIME : 16h00pm

TENDER VALIDITY PERIOD : 12 weeks after closing date

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 LANGLAGGTE DEPOT.

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TRANSNET PIPELINES

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.

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



WITH PIPES, FITTINGS AND PUMP AT THE LANGLAAGTE DEPOT.



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	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:		

TRANSNET PIPELINES

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







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 <i>Employer</i>	Transnet SOC Ltd		
N 0	(Insert name and address of organisation)		
Name & signature of witness		Date	

TRANSNET PIPELINES

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



WITH PIPES, FITTINGS AND PUMP AT THE LANGLAAGTE DEPOT.



Schedule of Deviations

Note:

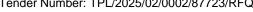
- 1. To be completed by the *Employer* prior to award of contract. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
- 2. The extent of deviations from the tender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

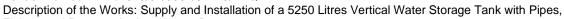
No.	Subject	Details
1		
2		
3		
4		
5		

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			



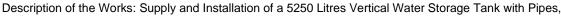






PART 2: PRICING DATA

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





Fittings and Pump at the Langlaagte Depot

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	
terms	11

11.2

- (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.

Part C2.1: Pricing Instructions Option B

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



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

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



2. **Measurement and payment**

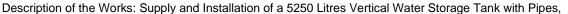
2.1. **Symbols**

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
m^3	cubic metre
m³-km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre

Transnet Pipelines

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



Fittings and Pump at the Langlaagte Depot



MPa megapascal No. number Prov sum¹ provisional sum PC-sum prime cost sum R/only Rate only Lump sum sum ton (1000kg) t W/day Work day

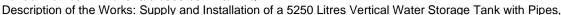
2.2. **General assumptions**

- 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.

Part C2.1: Pricing Instructions Option B

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

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





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.

TRANSNET



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

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
1.0	Preliminaries & General Items				
1.1	Detailed breakdown required	Sum	1.0		
1.2	Safety file	Sum	1.0		
Sub Tot	al	<u>. L</u>			
2.0	Earthworks				
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		



Description of the Works: 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
Sub Tot	al (Excl.Vat)				
3	Concrete Works				
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		
4.0	Tank and pump installation				
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 \times 230 \times 500mm brick chamber with a lid for the valve.	Sum	1.0		

PAGE 2

Part C2: Pricing Data Part C2.1: Pricing Instructions Option B

Supply of electrical components

Supply an outdoor power socket (Refer to point 6.3 of Scope of Work)

6.0

6.1



Description of the Works: 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
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 \times 230 \times 500mm brick chambers with lids to house the valves.	Sum	1.0		
5.0	Test and commission	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		

each

1.0

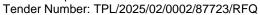


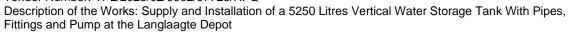
Description of the Works: Supply and Installation of a 5250 Litres Vertical Water Storage Tank with Pipes, Fittings and Pump at the Langlaagte Depot

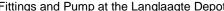
ITEM	CIVIL WORKS INFORMATION	UNIT	QTY	RATE	AMOUNT
6.2	Supply a circuit breaker (Refer to point 6.3 of Scope of Work)	each	1.0		
6.3	Supply an electrical cable -2.5mm2 (Refer to point 6.3 of Scope of Work)	m	30.0		
6.4	Supply a PVC conduit 25 mm and connectors (Refer to point 6.3 of Scope of Work)	m	30.0		
6.5	Supply connectors 25mm	each	30.0		
Sub Tot	al	<u>'</u>	- 1	•	
Grand 1	Grand Total				

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Part C2: Pricing Data Part C2.1: Pricing Instructions Option B









C1.2 Contract Data

Part one - Data provided by the *Employer*

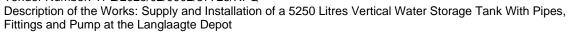
Clause	Statement	Data	
1	General		
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	B:	Priced contract with bill of quantities
	dispute resolution Option	W1:	Dispute resolution procedure
	and secondary Options	X2:	Changes in law
		X7:	Delay damages
		X18:	Limitation of liability
		Z: Z1:	Additional conditions of contract Additional obligations in respect of Termination
		Z2	Right Reserved by the Employer to Conduct Vetting through SSA
		Z3:	Additional Clause Relating to Collusion in the Construction Industry
		Z4:	Protection of Personal Information Act
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)		
10.1	The <i>Employer</i> is:	Trans	net SOC Ltd

(Registration No. 1990/000900/30)

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Transnet Pipelines

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





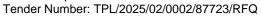
	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	
10.1	The <i>Project Manager</i> is: (Name)	ТВС
	Address	Transnet Pipelines 202 Anton Lembede Street Durban, South Africa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

Transnet Pipelines

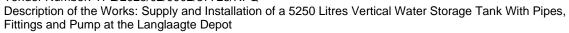


Tender Number: TPL/2025/02/0002/87723/RFQ
Description of the Works: Supply and Installation of a 5250 Litres Vertical Water Storage Tank With Pipes, Fittings and Pump at the Langlaagte Depot

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	4 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	ТВС
30.1	The <i>access dates</i> are	Upon approval of SHEQ file
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	ТВС
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 <i>works</i> .
43.2	The <i>defect correction period</i> is	2 weeks
5	Payment	
50.1	The <i>assessment interval</i> is monthly on the	18 th (Eighteenth) 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:	Incident site under execution
	The weather data are the records of past weather measurements for each calendar month which were recorded at:	The closest weather station to the incident site under execution
	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	
80.1	These are additional <i>Employer</i> 's risks	None
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

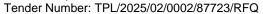
Tender Number: TPL/2025/02/0002/87723/RFQ

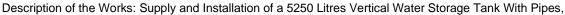


Description of the Works: Supply and Installation of a 5250 Litres Vertical Water Storage Tank With Pipes, Fittings and Pump at the Langlaagte Depot

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 Contractor) 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





Fittings and Pump at the Langlaagte Depot



of the *Contractor* arising out of **130 of 1993 as amended.** and in the course of their employment in connection with this contract for any one event is

The minimum limit of indemnity The Contractor must comply at a minimum for insurance in respect of death with the provisions of the Compensation for of or bodily injury to employees Occupational Injuries and Diseases Act No.

The *Contractor* provides these additional Insurances

Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger indemnity with a minimum indemnity limit of R 5 000 000.

The insurance coverage referred to in 1 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.

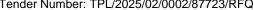
84.2

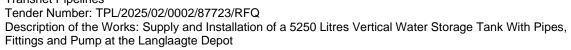
The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract for any one event is

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

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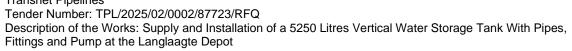




84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	Principal Controlled Insurance policy for Contract
9	Termination	There is no additional Contract Data required for this section of the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







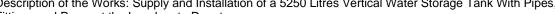


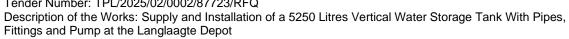
12	Data for secondary Option clauses	
X2	Changes in the law	No additional data is required for this Option
X7	Delay damages	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	R 500.00 per day
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Value to be proven at the time
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 <i>works</i>
Z	Additional conditions of contract are:	
Z1	Additional obligations in respect of Termination	

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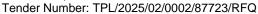




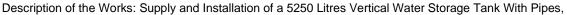
Z1.1		The following will be included under core
		clause 91.1:
		In the second main bullet, after the word 'partnership' add 'joint venture whether
		incorporate or otherwise (including any constituent of the joint venture)' and
		Under the second main bullet, insert the following additional bullets after the last sub-bullet:
		 commenced business rescue proceedings (R22) repudiated this Contract (R23)
Z1.2	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"
Z1.3		Amend "R1 - R15 or R18" to "R1 - R15, R18, R22 or R23."
Z2	Right Reserved by the Employer to Conduct Vetting through SSA	
Z2.1		The <i>Employer</i> reserves the right to conduct screening through State Security Agency

(SSA) for security clearances of any **Contractor** who has access to National Key **Points** for following without the limitations:

TRANSNEF







Fittings and Pump at the Langlaagte Depot



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 SAPS. found at local **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

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.

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.

Z4 Protection Personal of **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.**

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



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 working areas are the Site and	
24.1	The Contractor's key persons are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	



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

		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled
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	(in figures)
		(in words), excluding VAT
	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 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	% (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate