

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 the provision of Cathodic Protection Specialist to form part of Transnet Pipelines Owners Team to assist with the MPP CP Optimisation Project

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 NEC3 PSC *Consultant* 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	Not Applicable – Task Order based
Value Added Tax @ 15% is	
The offered total of the Prices inclusive of VAT is	

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 *NEC3 PSC Consultant* 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

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 *Consultant* 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 Services

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 and *conditions of contract* of the Offer agreed by the tenderer and the *Employer* during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the *Employer's Agent* (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date of award of contract. Unless the tenderer (now the *NEC3 PSC Consultant*) 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

Date

Schedule of Deviations

No.	Subject	Details
1
2
3

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



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	
	dispute resolution Option	G: Term contract
	and secondary Options	W1: Dispute resolution procedure
		X2: Changes in the law
		X9: Transfer of rights
		X10: <i>Employer's Agent</i>
		X11: Termination by the <i>Employer</i>
		X18: Limitation of liability
		X20: Key performance indicators
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Professional Services Contract (June 2005) (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is (Name):	Transnet SOC Ltd
	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Pipelines 202 Anton Lembede Street Durban
11.2(9)	The <i>services</i> are	The provision of Cathodic Protection Specialist to form part of Transnet Pipelines owners team to assist with the MPP CP Optimisation Project
11.2(10)	The following matters will be included in the Risk Register	None



TRANSNET PIPELINES

CONTRACT NUMBER: TPL/2022/05/0114/RFQ

DESCRIPTION OF THE SERVICES: THE PROVISION OF CATHODIC PROTECTION SPECIALIST TO FORM PART OF TRANSNET PIPELINES OWNERS TEAM TO ASSIST WITH THE MPP CP OPTIMISATION PROJECT

11.2(11)	The Scope is in	Part C3.1: The Scope of the Contract Document	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	2 (two) weeks	
13.6	The <i>period for retention</i> is	5 (five) years following Completion or earlier termination.	
2	The Parties' main responsibilities		
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	access date
		1	
3	Time		
31.2	The <i>starting date</i> is	01 August 2022	
11.2(3)	The <i>completion date</i> for the whole of the services is	30 June 2023	
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	2 (two) weeks of the Contract Date.	
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	4 (four) weeks.	
4	Quality		
40.2	The quality policy statement and quality plan are provided within	2 (two) weeks of the Contract Date.	
41.1	The <i>defects date</i> is	52 weeks after Completion of the whole of the services.	
5	Payment		
50.1	The <i>assessment interval</i> is on the	18 th day of each successive month.	
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	Item	Amount
		Economy air fares	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.
		Car hire not exceeding group B	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.



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		Accommodation	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.
51.1	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.	
51.2	The <i>currency of this contract</i> is the	South African Rand (ZAR).	
51.5	The <i>interest rate</i> is	The prime lending rate of the Standard Bank of South Africa.	
6	Compensation events	No additional data required for this section of the <i>conditions of contract</i> .	
7	Rights to material	No additional data required for this section of the <i>conditions of contract</i> .	
8	Indemnity, insurance and liability		
81.1	The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are		
	Event	Cover	Period following Completion of the whole of the services or earlier termination
	failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	Professional Indemnity insurance for not less than R10 000 000.00 (Ten Million Rand) in respect of each claim, without limit to the number of claims	52 Weeks



	death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	General Third Party Liability Insurance for all amounts falling within the excess of the policy, currently R50 000.00 (Fifty Thousand Rand) each and every claim, and/or for all amounts in excess of the policy limits as detailed in the policy document or whatever the <i>Consultant</i> deems desirable in respect of each claim, without limit to the number of claims	0 Weeks
	death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Consultant</i> arising out of and in connection with this contract for any one event is that which is prescribed by the Compensation for Occupation Injuries and Diseases Act No. 130 of 1993 as amended.	0 Weeks
	Motor Vehicle Liability Insurance	Comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity for an amount of not less than R 10 000 000.00	
81.1	The <i>Employer</i> provides the following insurances	Professional Indemnity insurance in respect of failure of the <i>Consultant</i> to use the skill and care normally used by Professionals providing services similar to the services General Third Party Liability cover in respect of death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	



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82.1	The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<i>For all matters covered under the Employer's Professional Indemnity (PI) and General Third Party Liability policies, the Consultant's liability will be limited to the excesses applicable under the Employer's Professional Indemnity and General Third Party Liability policies as detailed in the policy wordings. The current excesses amounts to R5 000 000.00 (Five Million Rand) PI and R50 000.00 (Fifty Thousand Rand) General Third Party Liability, respectively, each and every claim. For all matters not covered under the Employer's Professional Indemnity and General Third Party Liability policies the Consultants liability will be limited to the final total of the Prices.</i>
9	Termination	No additional data required for this section of the conditions of contract.



10	Data for main Option clause	
G	Term contract	
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than	4 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree to an <i>Adjudicator</i> 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 (Southern Africa) will appoint an <i>Adjudicator</i> .
W1.2(3)	The <i>Adjudicator nominating body</i> 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 latest addition of the South African Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Durban
	The person or organisation who will choose an arbitrator	
	<ul style="list-style-type: none"> if the Parties cannot agree a choice or if the <i>arbitration procedure</i> 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	
X2.1	The <i>law of the project</i> is	South African Law.
X9	Transfer of rights	
	The <i>Employer</i> owns the <i>Consultant</i> rights over any of the material whatsoever prepared for the Services of this Contract by the <i>Consultant</i> . The <i>Consultant</i> provides on request by the <i>Employer's Agent</i> , all documentation in whatever form as required (native's, PDF's, CD's, etc) and all other material items which transfer these rights to the <i>Employer</i> .	
X10	The <i>Employer's Agent</i>	
X10.1	The <i>Employer's Agent</i> is	
	Name:	Teboho Mahasha
	Address	202 Anton Lembede Street, Durban



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The authority of the *Employer's Agent* is**Fully empowered to act on behalf of the *Employer* for the services covered by the contract.**

X18	Limitation of liability	
X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Nil
X18.2	The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to:	The cost of correcting the defect (The Total of the Prices)
X18.3	The <i>end of liability date</i> is	2 (Two) years after Completion of the whole of the <i>services</i>.



Z Additional conditions of contract

The *additional conditions of contract* are

Z1 Additional obligations in respect of Termination

- Z1.1
- The following will be included under core clause 90.1:
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
 - repudiated this Contract
-
- Z1.2
- Clause 90.5 is added as an additional clause*
Where all or part of the Services are suspended for a period of six months or more either party may terminate the Contract by notifying the other.
-

Z2 Right Reserved by the *Employer* to Conduct Vetting through SSA

- Z2.1
- The *Employer* reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any *Consultant* who has access to National Key Points for the following without limitations:
1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.
 2. Secret – clearance is based on any information, which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.
 3. Top Secret – this clearance is based on information, which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.
-

Z3 Additional Clause Relating to the *Employer's* rights to take appropriate action



Z3.1	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:	Any declared, exposed or confirmed tender rigging.
Z3.1.1		The <i>Consultant</i> further undertakes: not to give or cause any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract.
Z3.1.2		To comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z3.1.3		The <i>Consultant's</i> breach of this clause constitutes grounds for terminating the <i>Consultant's</i> obligation to Provide the Services or taking any other action as appropriate against the <i>Consultant</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z3.1.4		If the <i>Consultant</i> is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the <i>Employer</i> , the <i>Employer</i> shall be entitled to terminate the contract forthwith and take any other action as appropriate against the <i>Consultant</i> (including civil or criminal action).
Z3.2	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:	Politically Exposed Persons including any allegations with regards to State Capture.
Z3.3	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:	Blacklisting by any State Entity on the National Treasury database.
Z4	Protection of Personal Information Act	



Z4.1	The <i>Employer</i> and the <i>Consultant</i> are required to process information obtained for the duration of the Contract in a manner that is aligned to the Protection of Personal Information Act.
Z5	Time
Z5.1	<p><i>Clause 33.2. is added as an additional clause.</i></p> <p>The <i>Employer</i> may at any time suspend part or all of the <i>services</i>. As a consequence, if the <i>Consultant</i> is required to demobilise and then remobilise its staff and equipment, the <i>Consultant</i> will be reimbursed at cost. The <i>Consultant</i> will be required to reduce and mitigate all its costs during the period of suspension and will be entitled to compensation only to the extent that it can demonstrate it has incurred costs which were not capable of being mitigated.</p>
Z6	Compensation Events
Z6.1	Clause 61.4: The first bullet point is amended to read as follows: arises from the fault, error, negligence or default of the <i>Consultant</i> .
Z7	Limitation of liability
Z7.1	<p>Add to core clause 82.1 and X18</p> <p>For the avoidance of doubt the parties expressly agree that the total liability of the <i>Consultant</i> to the <i>Employer</i> applies jointly and severally across all organisations comprising of the <i>Consultant</i>.</p>
Z8	Additional clauses relating to cession of rights
Z8.1	The <i>Consultant</i> shall not cede any rights under this contract without the approval of the <i>Employer</i> .
Z8.2	The <i>Employer</i> may on written notice to the <i>Consultant</i> cede and assign its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the <i>Employer</i> .
Z9	Additional clauses relating to interpretation of the law
Z9.1	Add to core clause 12.3 Any extension, concession, waiver or relaxation of any action by the Parties, the <i>Employers' Agent</i> or <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an Estoppel or Lien, unless the Parties agree otherwise and confirm such an agreement in writing.



Z10 *Employer's Step in rights*

Z10.1	<p>If the <i>Consultant</i> defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the <i>Employer's Agent</i>, the <i>Employer</i>, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any <i>sub-consultant</i> or supplier of the <i>Consultant</i>) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the <i>Consultant</i>.</p>
Z10.2	<p>The <i>Consultant</i> co-operates with the <i>Employer</i> and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the <i>Consultant</i> under the contract or otherwise for and/or in connection with any subsequent <i>works</i>) and generally does all things required by the <i>Employers' Agent</i> to achieve this end.</p>



C1.2 Contract Data

Part two - Data provided by the *Consultant*

The tendering consultant is advised to read both the NEC3 Professional Services Contract (April 2013) and the relevant parts of its Guidance Notes (PSC3-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 151 to 159 of the PSC3 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>Consultant</i> is (Name): Address Tel No. Fax No.	
22.1	The <i>Consultant's</i> key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	
Info.		CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled.....
11.2(3)	The <i>completion date</i> for the whole of the services is	
11.2(10)	The following matters will be included in the Risk Register	
11.2(13)	The <i>staff rates</i> are:	name/designation rate



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25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	access date
		1	
31.1	The programme identified in the Contract Data is		
50.3	The <i>expenses</i> stated by the <i>Consultant</i> are	item	amount
G	Term contract		
11.2(25)	The <i>task schedule</i> is in		

PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option G	3
C2.2	Pricing Schedule	1

C2.1 Pricing assumptions: Option G

C2.1.1 Pricing Instructions

- 1) The *Consultant* shall be paid under Option G (Term Service) for services performed.
- 2) The staff rates are the prices charged for staff and shall include for all the costs to the *Consultant*, including basic salary, any additional payments or benefits and social costs, overhead charges incurred as part of normal business operations including the cost of management, as well as payments to administrative, clerical and secretarial staff used to support professional and technical staff in general and not on a specific project only.
- 3) The total annual cost of employment of a person is the total amount borne by the *Consultant* in respect of the employment of such a person per year, calculated at the amounts applicable to such a person at the time when the services are rendered, including basic salary, or a nominal market related salary, fringe benefits not reflected in the basic salary, including normal annual bonus; *Employer's* contribution to medical aid; group life insurance premiums borne by the *Consultant*; the *Consultant's* contribution to a pension or provident fund; and all other benefits or allowances payable in terms of a letter of appointment, including any transportation allowance or company vehicle benefits, telephone and / or computer allowances, etc; and amounts payable in terms of an Act.
- 4) The hourly rates professionals include all protective clothing and all standard equipment (Cellphone, Laptops, etc.).
- 5) The staff rate for casual labour shall include the provision of all protective clothing.
- 6) Payment to a director or member not providing strategic guidance in planning and executing a project or performing quality management checks shall be paid under another relevant category.
- 7) The staff rates derived from the Pricing Schedule exclude value added tax.
- 8) The staff rates for categories 1 to 5 when staff travelling more than 1,5 hours from their normal place to or from a jobsite (or vice versa) shall be reduced.

C2.1.2 Expenses

- 1) A subsistence allowance is an amount intended to cover incidental costs incurred by reason of living away from home, such as the cost of meals, liquid refreshments, phone calls, internet access, laundry and job-related out of pocket expenses that are not paid for in terms of the contract.
- 2) A subsistence allowance may only be claimed in respect of each night that a staff member is away from home.
- 3) Travel expenses may only be claimed in respect of the cost of transportation of the Consultant from their usual place of business to the jobsite and return from the jobsite to Consultant's usual place of business.
- 4) The transportation and accommodation costs and costs for excavation of test pits, boreholes, drilling, testing and sampling and making good, shall be multiplied by a factor to compensate the *Consultant* for any unrecovered costs associated with these items.
- 5) All air travel shall be in economy class on a scheduled airline.
- 6) Accommodation means a
 - a) bed and breakfast;
 - b) guest house;
 - c) self catering; or
 - d) hotel having a star rating of 1, 2 or 3as defined by the Tourism Grading Council of South Africa (see www.tourismgrading.co.za).

Note: A lodge, country house or 4 star or higher star rated hotel is not accommodation. Any stay in such a facility cannot be claimed as an expense.

- 7) Breakfast not included in accommodation is not an expense as it falls under the subsistence allowance.
- 8) A hired car means a motor vehicle having an engine capacity of not more than 1600cc.

Note: A hired car having an engine capacity greater than 1600cc is not a hired car and cannot be claimed as an expense.

C2.2 Pricing Schedule

The *staff rates* are:

Category		Basis of <i>staff rate</i> , excluding VAT	Applicable parameter
1	Cathodic Protection Specialist	Rate per hour in Rand	R \ hour

The *expenses* are:

Category		Basis of <i>expense</i> , excluding VAT	Applicable parameter
1	Subsistence allowance	Amount per day	R
2	Vehicle transportation costs	Rate per km	R



C3 Scope of services

1 Employer's objectives

The Employer's objective is to acquire the service of a Cathodic Protection (CP) subject matter expertise (CP Specialist) to form part of TPL Owners Team, providing the Project Manager with CP technical support in a project to balance the CP system on the Multi Product Pipeline.

2 Background

- a. The Employer has embarked on a MPP24 Cathodic Protection Optimisation Project which aims to maintain and Optimise the CP system on PL1 through PL4.
- b. A consultant has been appointed for Specialist Engineering Services for the Optimisation of the MPP Cathodic Protection, based on the NEC3 Professional Services Contract (Option G: Term Service).
- c. At this point, the Consultant is in the final stages of investigating the current state of the CP system within the MPP lines, this information will then be used to draft the scopes of works to acquire the services of a contractor.
- d. The Employer's Agent is requesting services for a CP Specialist who will provide Technical support to the Project Manager and the CP Manager in the MPP24" CP Optimisation Project.
- e. The CP specialist may also be utilized by the CP Manager for Technical assistance on other tasks within Transnet Pipelines.

3 Management and start up

3.1 Documentation control

The CP Specialist shall submit all documentation complying with the Employer's standards and requirements. The Employer will issue all relevant documentation to the CP Specialist, but the control, maintenance and handling of these documents will be the CP Specialist's sole responsibility and at its expense and managed with a suitable document control system.

All documents issued to 3rd Party contractors and to the Employer must be submitted through the Employer's Document Control Department.

3.2 Health & Safety Requirements

The Consultant shall comply with the Health and Safety requirements contained TIMS element 0013, TIMS element 0014 and Procedural Compliance with the Occupational Health and Safety Act and Applicable Regulations to this Works Information.

The Consultant shall comply with all applicable legislation, regulations issued in terms thereof and Transnet's safety rules which shall be entirely at the Consultant's cost, and which shall be deemed to have been allowed for in the rates and prices.

The Consultant will be required to submit particulars of his Health and Safety Programme within 1 (one) week of award of tender. Particular requirements of the Employer, if any, will be made known on award of the contract.

The Consultant shall, in particular, comply with the following Act:

- The Compensation for Occupational Injuries and Diseases Act, no.130 of 1993. The Consultant shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act and submit with his tender.
- Act 85 of 1993, Occupational Health and Safety Act.
- The Provisional Ordinances and Local Authority, by-laws and all relevant regulations framed there under.
- The CP Specialist shall have valid safety inductions when accessing or working on site. Copies of which shall be submitted to the Employer's Agent. This will be at a time and location Transnet will arrange. The CP Specialist must allow for this in his/her pricing.
- All personnel working on site must have attended the Health and Safety induction course and be in possession of a permit to access the various sites.

Project Site Safety Statistics Spreadsheet

During the construction period of the works a monthly report will be submitted of all incidents and accidents to be filled in on the attached form marked "Annexure 3"

3.3 Environmental constraints and management

If required, the CP Specialist shall provide an Environmental Management Plan (CEMP) addressing all the potential impacts of his/her activities. The Employer's Agent has the right to request additional specific work method statements should in his opinion this be required.

The CP specialist shall overlook to ensure that the Consultant, at all times, complies with the statutes that prohibit pollution of any kind. These statutes are enacted in the following legislation:

- The National Environmental Management Act, 107/1998
- The Environmental Conservation Act, 73/1989; and
- The National Water Act, 36/1998

3.4 Quality assurance requirements

The onus rests on the CP Specialist to produce work which will conform in quality and accuracy of detail to the requirements of the Task Orders and Specifications, and the CP Specialist must, at his own expense, institute a quality control system and provide transport, instruments and equipment to ensure adequate supervision and positive control of the works at all times.

4 Procurement

4.1 People

4.1.1 BBBEE and preference scheme

Transnet supports the Government's BBBEE initiatives and encourages its suppliers to obtain accreditation by one of the Accreditation Agencies. Transnet would prefer their suppliers to have a BBBEE status at least a level 4 on the DTI Scorecard. Transnet therefore urges tenderers to have themselves accredited by one of the various Accreditation Agencies available, which agency must be SANAS accredited and who further do their BBBEE ratings in accordance with the latest DTI Codes of Good Practice.

Subcontracting

4.1.2 Plant & Materials provided "free issue" by the Employer

No plant or materials are provided as "free issue" by the Employer

5 Management structures

- 5.1** The Task Orders shall indicate who the Employer's Agent is. The Employer's Agent is fully empowered to act on behalf of the Employer for the services covered by the Task Order. The Employer's Agent will accept, or not accept, the CP Specialist's assessment of the amount due in terms of the contract.
- 5.2** The Task Orders will provide details of advice that is sought or the site which is to be investigated including access to the site and the extent of the investigation that is required, and any special requirements relating to health and safety.

6 Description of the services

6.1 The services that are required may involve:

- Solving complex and/or detailed problems to ensure that the pipeline network is protected against electrolytic corrosion by means of Cathodic Protection at all times and is therefore available for operations.
- Executing investigations, where the solution or the root cause is often unique, and the trail of evidence is often hidden or obscured by others.
- Solving of complex technical CP defects/failure/problems which in most instances require intensive investigation so that solutions are found within short times spans and must always be cost effective using the knowledge and experience.
- Solving problems relating to or from Eskom / Municipal / Transnet Freight Rail supply problems, transformers, rectifiers, anode beds etc.
- Communicating with contractors, consultants and suppliers and have to be able to negotiate issues and resolve differences and then motivate these decisions to others e.g., Employer's Agent or tender board.
- Preparation and reviewing of technical requirements, specifications, a section of contract documents and issue of tender documents for purchase & construction purposes. The incumbent does not perform the detail administration (contracts admin personnel), but oversee the correctness of the complete doc.
- Adjudication of tenders with recommendations to Tender Board.
- Management of Capital and Working contracts and Cathodic Protection maintenance projects.
- Managing of contractors, accepting, commissioning, and signing off works.

- Execution and/or reviewing investigations, considering alternative and recommending proposals for implementation, normally by submitting for consideration to senior management.
- The scope of services will be detailed out in the Task Order issued by the Employer.

6.2 Detailed General Scope of Professional Services Required

The CP specialist shall be an integrated member of the multidisciplinary professional team and his areas of responsibility shall be amongst others to achieve the following key deliverables on the Programme and the respective Task Orders:

- Report to the CP Manager and or Employer's Agent with respect to the Task Order.
- Review, familiarize and understand the proposed site including all constraints and environmental factors.
- Consult, advise, direct and interface with all members of the team with regards to CP expertise, review and provide professional input to the detailed CP scope of works.
- Review, familiarise and understand the requirements of the MPP CP Optimisation project.
- Prepare and/or review reports, presentations, and scope of work documentations for the MPP CP Optimisation project.
- Meet with stakeholders and provide appropriate information to the team.
- Prepare or review calculations, computer simulations on CP elements.
- Prepare estimates at various stages of the project at the expected levels of accuracy.
- Prepare reports at the various stages of the projects to the team and other relevant stakeholders.
- Review detail designs on all CP elements of the project.
- Undertake and be available for reviews at various stages of the project.
- Be involved in the preparation of NEC3 Contract works information and pricing information for incorporation into tender documentations.
- Prepare various technical specifications for equipment and the works, taking value engineering principles and fit for purpose solutions.
- Review Bills of quantities and equipment lists where required.

- Assist with the tendering process, selection and appointment of contractors as applicable. (All Transnet Tender procedures and policies shall be applicable and adhered to at all times.)
- Conduct a compulsory site clarification meeting for prospective contractors.
- Check correctness of tenders.
- Assist the Employer's Procurement department with the evaluation of tenders and preparation of tender evaluation reports.
- Administer the construction contract on site.
- Assist in ensuring the appointed contractor/s works according to the statutory and safety regulations as well as provide the compulsory safety work plan for the execution of the construction works.
- Chair and or assist with Site Meetings and prepare and submit project site meeting minutes.
- Attend all site meetings, project meetings and design coordination meetings.
- Assist the Employer's Agent and Contract Manager in assessing the monthly payment certificates.
- Monitor integrity of technical, quality and performance aspects during construction and commissioning up to final handover stage.
- Assess commissioning, pre-commissioning and handover reports.
- Assess ASBUILT documentation and maintenance manuals where required.
- Be proactive with the closing and handover of the CP works to the CP Manager.
- Any other reasonable works required to successfully deliver the project on time, on budget, at the accepted quality.
- The CP Specialist shall adhere to all Transnet, Project Management and Documentation control procedures.
- Ensure all drawings are as per Transnet Pipelines' drawing standards if required.
- Hand over all documentation including drawings in native file.

6.3 Technical requirements

The CP Specialist in the provision of services shall observe all relevant statutes, by-laws and associated regulations, applicable standards published by the South African Bureau of Standards, the International Organization for Standardisation or learned societies and standards of professional conduct, and "best practice", as laid down, or recommended, by their respective professional associations, if any.

6.4 Ownership of Data, Designs and Documents

The Parties shall agree that copyright in the data, design and documents shall, after payments by the Employer of the services to the Contractor, lie with the Employer subject to the Employer's indemnification against any claim from any party that may arise as a result of the Employer's use of such a document due to the CP Specialists infringement of copyright.

7 General Requirements

- a. It will be advantageous for the CP Specialist to be based in Durban
- b. The CP Specialist will be required to be available for a maximum of 96 hours a month. These hours will be detailed in the Task Order which is to be issued on a monthly basis
- c. The number of hours in which the CP Specialist's services will be required will differ based on the schedule of the project.
- d. The project plan will be shared with the CP Specialist to have a breakdown of when services could be required.
- e. The CP specialist will be required to travel from time to time and will be expected to use his/her own transport when required. Travelling the servitude requires an off-road vehicle. Pricing for accommodation and travelling should be included in the pricing schedule
- f. The pricing for services must cater for the use of own laptop and cellular phone, and all their related costs (airtime, data, etc.)

8 Notes

- a. Services required from date of award to 30 June 2023.
- b. Resource costing should be market related.
- c. Must do a comprehensive handover of duties to a Transnet representative.

9 Facilities and equipment to be provided by the Employer

Office and ablution facilities to be arranged and provided by the Employer whenever the CP Specialist is expected to report to TPL facilities. There will not be any other facilities and equipment provided by the employer other than these.

10 Invoices

All invoices submitted by the Specialist shall be VAT invoices, which invoices shall be accompanied by a daily activity sheet covering the services together with, where relevant, a brief explanation as to what the time covered, the task order number and a full breakdown of expenses to which receipts relate.

11 Invoices are to be delivered to:

Transnet Pipelines

202 Anton Lembede Street

Durban

4001

(Attention: Project Manager: Mr Tebogo Mahasha)