

Transnet Pipelines

an Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE: THE VALIDATION OF ELECTRONIC SECURITY SYSTEMS TO ALL TPL NON-MULTIPRODUCT PIPELINES EXISTING DEPOTS, TO COMPLY WITH NATIONAL KEY POINT (NKP) ACT REQUIREMENTS. (TPL SECURITY UPGRADE PROJECT - PHASE 2)

RFP NUMBER	: TPL/2022/11/0004/18078/RFP
ISSUE DATE	: 09 March 2023
COMPULSORY BRIEFING	: 16 March 2023
CLOSING DATE	: 30 March 2023
CLOSING TIME	: 12h00pm
TENDER VALIDITY PERIOD	: 120 Working Days from closing date

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

Responses to this Tender [hereinafter referred to as a **Tender**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as a Tenderer].

DESCRIPTION	The validation of electronic security systems to all TPL non-multiproduct pipelines existing depots, to comply with national key point (NKP) act requirements. (TPL security upgrade project - phase 2)
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.

COMPULSORY TENDER CLARIFICATION MEETING	A Compulsory Tender Clarification Meeting will be conducted at Tarlton Station, corner Ventersdorp and Rustenburg on the 16 March 2023, at 10:00am [10 O'clock] for a period of ± 6 (six) hours. [Tenderers to provide own transportation and accommodation]. The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late. A Site visit/walk will take place, tenderers are to note: • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates. Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing.
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	Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative. Tenderers failing to attend the compulsory tender briefing will be disqualified.
CLOSING DATE	12:00pm on 30 March 2023 Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.

2. TENDER SUBMISSION

Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.

a) The Transnet e-Tender Submission Portal can be accessed as follows:

Log on to the Transnet eTenders management platform website (<https://transnetetenders.azurewebsites.net>);

- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**

b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing,

delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.

- c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

3. CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidentiality. In this regard Tenderers are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Works, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

4. DISCLAIMERS

Tenderers are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this Tender and/or its receipt of a tender offer. In particular, please note that Transnet reserves the right to:

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;

- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-12], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
 - *unduly high or unduly low tendered rates or amounts in the tender offer;*
 - *contract data of contract provided by the tenderer; or*
 - *the contents of the tender returnables which are to be included in the contract.*

5. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Tenderer are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. The CSD can be accessed at <https://secure.csd.gov.za/>. Tenderer are required to provide the following to Transnet in order to enable it to verify information on the CSD:

Supplier Number..... and Unique registration reference number.....(**Tender Data**)

**Transnet urges its clients, suppliers and the general public
to report any fraud or corruption to
TIP-OFFS ANONYMOUS: 0800 003 056 OR Transnet@tip-offs.com**

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts. The Standard for Uniformity in Construction Procurement was first published in Board Notice 62 of 2004 in Government Gazette No 26427 of 9 June 2004. It was subsequently amended in Board Notice 67 of 2005 in Government Gazette No 28127 of 14 October 2005, Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006, Board Notice No 9 of 2008 in Government Gazette No 31823 of 30 January 2009, Board Notice 86 of 2010 in Government Gazette No 33239 of 28 May 2010, Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 and Board Notice 423 of 2019 in Government Gazette No 42622 of 8 August 2019.

This edition incorporates the amendments made in Board Notice 423 of 2019 in Government Gazette 42622 of 8 August 2019. (see www.cidb.org.za).

The Standard Conditions of Tender make several references to Tender data for detail that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced in the left-hand column to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause	Data
C.1.1 The <i>Employer</i> is	Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2 The tender documents issued by the <i>Employer</i> comprise:	
Part T: The Tender	
Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2 : Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
Part C: The contract	
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities
Part C2: Pricing data	C2.1 Pricing Instructions

		C2.2 Pricing Schedule
	Part C3: Scope of work	C3.1 Scope
	Part C4: Site information	C4.1 Site information
C.1.4	The Employer's agent is:	Procurement Manager
	Name:	Andile Khuzwayo
	Tel No.	031 361 1019
	E – mail	Andile.Khuzwayo@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
	1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting: An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7 <i>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.</i>	
	2. Stage Two – Eligibility with regards to professional registration: proof of registration with the Engineering Council of South Africa (ECSA) for the Project Lead (either Electrical or Electronics) and proof of registration with the South African Council for the Project and Construction Management Professions (SACPCMP) for the Project Manager	
	3. Stage Three - Functionality: Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is 70 points. The evaluation criteria for measuring functionality and the points for each criteria and, if any, each sub-criterion are as stated in C.3.11.3 below. <i>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.</i>	
C.2.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must complete and sign the	

attendance register. Addenda will be issued to and tenders will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register.

Tenderers are also **required to bring their RFP document to the briefing session and have their returnable document T2.2-01 certificate of attendance** signed off by the Employer's authorised representative.

C.2.12 No alternative tender offers will be considered.

C.2.13.3 Each tender offer shall be in the **English Language**.

C.2.13.5 The *Employer's* details and identification details that are to be shown on each tender
C.2.15.1 offer are as follows:

Identification details: The tender documents must be uploaded with:

- Name of Tenderer: **(insert company name)**
- Contact person and details: **(insert details)**
- The Tender Number:
- The Tender Description

Documents must be marked for the attention of:
Employer's Agent:

C.2.13.9 Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.

C.2.15 The closing time for submission of tender offers is:
Time: **12:00pm** on the **30 March 2023**
Location: The Transnet e-Tender Submission Portal:
(<https://transnetetenders.azurewebsites.net>)

NO LATE TENDERS WILL BE ACCEPTED

C.2.16 The tender offer validity period is **120 working days** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.

C.2.23 The tenderer is required to submit with his tender:

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.
Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South

African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;

3. Proof of registration on the Central Supplier Database;

Note: Refer to Section T2.1 for List of Returnable Documents

C3.11 The minimum number of evaluation points for functionality is: **70**

The procedure for the evaluation of responsive tenders is Functionality, Price and Preference:

Only those tenderers who attain the minimum number of evaluation points for Functionality will be eligible for further evaluation, failure to meet the minimum threshold will result in the tender being disqualified and removed from any further consideration.

Functionality Criteria

The functionality criteria and maximum score in respect of each of the criteria are as follows:

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
T2.2-02 Approach Paper/Method Statement	A detailed method statement is required covering validation of technology and security design solutions such an example: Video Surveillance or CCTV, Access Control, Perimeter Intrusion Detection, LAN /Supporting Infrastructure, Situation Awareness System, Intercom and Public Address System. In addition to method statement for the project, the tenderer must demonstrate the following aspects but not limited to: - Order and timing of the site's audits, inspection and design milestones that will take place to provide the Works. - Indication of how the		20

above will be achieved

	in terms of the associated standards such as (ISO.ONVIF, SANS etc.). Health & Safety, Engineering Designs Integration, Approval Process, Environmental, Technical & Commercial Adjudication, Construction Management, Project Controls and Close-Out process.		
T2.2-03 Previous Experience	Tenderers are required to demonstrate their experience in the delivery of similar Services in the last ten years, These projects must be over multiple sites on a single project and shall contain an integration of at least 500 security devices or more with at least a minimum cumulative value of R1m (excl. Vat). - The services shall contain but not limited to the following devices: - Access Control, - CCTV, - Intercom and Public Address System, - Intrusion Detection System, - And Situation Management. A signed reference letter, with the client's name and contact details, project description and duration.	40	50

	Capital Project Value Cumulatively	10	
T2.2-04 Project Organogram, Management & CVs of Key Persons	The following minimum supporting returnable are required. - Resource Organogram. - Personnel CV and resource qualifications: ➤ Electrical Engineer, ➤ Electronic System Engineer (CCTV), ➤ Communications Engineer, ➤ Civil Engineer (Minor civil engineering work will be required), ➤ Quantity Surveyor, ➤ Draughtsman, ➤ Project Manager.		20

T2.2-05 Programme	The bidder shall provide the proposed solution timelines, showing but not limited to the following: • Ability to validate the design and all documentation within the required timeframe, in a logical sequence, this shall indicate the knowledge of the subject. • The schedule must demonstrate the activity's start and completion dates. • The timelines must support and demonstrate alignment with the scope of work.		10
Maximum possible score for Functionality			100

Functionality shall be scored independently by not less than 3 (three) evaluators and averaged in accordance with the following schedules:

- T2.2-02 Approach Paper or Method Statement
- T2.2-03 Previous Experience
- T2.2-04 Project Organogram, Management & CVs of Key Persons
- T2.2-05 Programme

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100

The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

Note: Any tender not complying with the above mentioned requirements, will be regarded as non-responsive and will therefore not be considered for further evaluation. This note must be read in conjunction with Clause C.2.1.

- C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 or 90/10 preference points systems as described in Preferential Procurement Regulations 6 and 7.

80 where the financial value of one or more responsive tenders received have a value equal to or below R50 million, inclusive of all applicable taxes,

Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the BBBEE rating not be provided, tenderers with no verification will score zero points for preferencing.**

Note: Transnet reserves the right to carry out an independent audit of the tenderers scorecard components at any stage from the date of close of the tenders until completion of the contract.

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- C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;

the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data and
- f) is able, in the option of the employer to perform the contract free of conflicts of interest.

C.3.17 The number of paper copies of the signed contract to be provided by the Employer is 1 (one).

T2.1 List of Returnable Documents

2.1.1 These schedules are required for eligibility purposes:

T2.2-01 **Stage One: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting

2.1.2 Stage Three: these schedules will be utilised for Functionality evaluation purposes:

T2.2-02 **Evaluation Schedule:** Approach Paper/Method Statement

T2.2-03 **Evaluation Schedule:** Previous experience

T2.2-04 **Evaluation Schedule:** Project Organogram, Management & CV's

T2.2-05 **Evaluation Schedule:** Programme

2.1.3 Returnable Schedules:

General:

T2.2-06 Authority to submit tender

T2.2-07 Record of addenda to tender documents

T2.2-08 Letter of Good Standing

T2.2-09 Risk Elements

Agreement and Commitment by Tenderer:

T2.2-10 Non-Disclosure Agreement

T2.2-11 RFP Declaration Form

T2.2-12 RFP – Breach of Law

T2.2-13 Certificate of Acquaintance with Tender Document

T2.2-14 Service Provider Integrity Pact

1.3.2 Bonds/Guarantees/Financial/Insurance:

T2.2-15 Insurance provided by the Consultant

2.2 C1.1 Offer portion of Form of Offer & Acceptance

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions

2.6 C2.2 Priced Activity Schedule



T2.2-01: Eligibility Criteria Schedule: Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name or
member of a Joint
Venture)

Represented
By:

(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

Attendance of the above company/joint venture at the meeting was confirmed:

Name

Signature

**For and on Behalf of the
Employers Agent.**

Date

T2.2-02: Evaluation Schedule - Approach Paper/Method Statement

The approach paper must respond to the scope of services and outline the proposed approach in respect of the: engineering detail, bankable feasibility, execution, and commissioning up to handover and close-out.

The approach paper should articulate what the tenderer will provide in achieving the stated objectives for the scope of services.

The tenderer must as such explain his/her understanding of the objectives of the Services and the *Employer's* stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them.

The approach paper should explain the methodologies which are to be adopted and demonstrate their compatibility. The approach should also include and outline processes, procedures, and associated resources, to meet the requirements and indicate how risks will be managed.

The tenderer must attach his / her approach paper to this page.

Index of documentation attached to this schedule

	DOCUMENT NAME
1	
2	
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The scoring of the approach paper will be as follows:

Elements: Weight		The approach paper must cover the validation of technology and security design solutions including Video Surveillance or CCTV, Access Control, Perimeter Intrusion Detection, LAN /Supporting Infrastructure, Situation Awareness System, Intercom, and Public Address System. In addition to the method statement for the project, the tenderer must demonstrate the following critical aspects but not limited to: - Order and timing of the site's audits, inspection, and design milestones that will take place to provide the Works. - Indication of how the above will be achieved in terms of the associated standards such as (ISO.ONVIF, SANS, etc.). - Health & Safety, Engineering Designs Integration, Approval Process, Environmental, Technical & Commercial Adjudication, Construction Management, Project Controls, and Close-Out process.
	Points	20
	Score	
	No Response (Score 0)	The Tenderer has submitted no information or inadequate information to determine a score.
	Not acceptable (Score 20%)	The approach paper is not acceptable as it will not satisfy project objectives or requirements. The tenderer has misunderstood the scope of services and does not deal with the critical aspects of the project.
	Poor (Score 40%)	The technical approach and/or methodology is poor, not realistic, and is therefore unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of services and does not deal with the critical aspects of the project.
	Satisfactory (Score 60%)	The approach is generic and not tailored to address the specific project objectives and requirements. The approach does not adequately deal with the critical characteristics of the project. The approach to managing risk is too generic.
	Good (Score 80%)	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The approach to managing risk etc. is specifically tailored to the critical characteristics of the project.
	Very Good (Score 100%)	Besides meeting the "80" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs.

T2.2-03: Evaluation Schedule: Previous Experience

Tenderers are required to demonstrate their experience in the delivery of similar Services in the last ten years, and to this end, shall supply a sufficiently detailed reference list with contact details of existing customers and indicate their previous experience of, inter alia, their engineering, design, contract management and commissioning capability pertaining to the Scope of Services.

The services shall contain but not limited to the following devices:

- Access Control,
- CCTV,
- Intercom and Public Address System,
- Intrusion Detection System,
- And Situation Management.

These projects must be over multiple sites on a single project and shall contain an integration of at least 500 security devices or more with at least a minimum cumulative value of R1m (excl. Vat).

A minimum of two references is required.

Index of documentation attached to this schedule:

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Score	Previous Experience	
	At least two signed reference letters, with the client's name and contact details, and project description duration.	Capital Project Value Cumulatively
	40	10
0	Failed to provide the minimum of two reference letters with details of previous experience within the last ten years.	Less than R1m (excl. Vat) cumulative value.
20%	The bidder has provided 2 or more reference letters demonstrating experience on one device only with integration over multiple sites and within the last ten years.	R1 m but less than R3 m (excl. Vat) cumulative value.
40%	The bidder has provided 2 or more reference letters demonstrating experience on at least two devices with integration over multiple sites and within the last ten years.	R3m up to R5 m (excl. Vat) cumulative value.
	The bidder has provided 2 or more reference letters demonstrating experience on at least three devices with integration	more than R5 m up to R7 m (excl. Vat) cumulative value.

60%	over multiple sites and within the last ten years.	
80%	The bidder has provided 2 or more reference letters demonstrating experience on at least four devices with integration over multiple sites and within the last ten years.	more than R7 m up to R9 m (excl. Vat) cumulative value.
100%	The bidder has provided 2 or more reference letters demonstrating experience on at least five devices with integration over multiple sites and within the last ten years.	more than R9 m (excl. Vat) cumulative value.

T2.2-04: Evaluation Schedule: Staff and Resources

The tenderers must provide staff organogram and detailed CVs of each staff member indicates skills and experience in relation to the assigned role and responsibilities in this project.

At least seven CV's must be submitted as a minimum, but not limited to the following:

- Electronic System Engineer (CCTV), (5 points)
- Project Manager, (5 points)
- Communications Engineer, (2 points)
- Electrical Engineer, (2 points)
- Civil Engineer (Minor civil engineering work will be required), (2 points)
- Quantity Surveyor, Qualifications, (2 points)
- Draughtsman. (2 points)

Attached are submissions to this schedule:

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The scoring of the staff and resources of the key persons will be as follows:

	Staff and Resources
No Response (Score 0)	Two years of experience or less, or no supporting documents submitted, or skills not relevant to the role and responsibilities.
Not acceptable (Score 20%)	More than 2 years of experience but less than 4 years of experience with competencies relevant to the role and responsibilities.
Poor (Score 40%)	4-6 years of experience with competencies relevant to the role and responsibilities.
Satisfactory (Score 60%)	Over 6 years to 8 years of experience with competencies relevant to the role and responsibilities.
Good (Score 80%)	Over 8 years up to 10 years of experience with competencies relevant to the role and responsibilities.
Very Good (Score 100%)	Over 10 years of experience with competencies relevant to the role and responsibilities.

T2.2-05: Evaluation Schedule: Programme

The Bidder must supply the proposed program, but not limited to:

- **Ability to provide the services:**

Ability to provide the services in terms of the *Employer's* requirements within the required timeframe indicating, in a logical sequence, the order and timing of the services that will take place in order to Provide the Services clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.

- **Provision of dates:**

The *Consultant* clearly indicates in the schedule all milestones, activities & information as required by the NEC Contract related to the following –

- Float;
- Time risk allowances;
- Health and safety requirements;
- Procedures set out in this contract;
- Work by the Employer and others;
- Acceptances;
- Plant & Materials and other things to be provided by the Employer;
- Information by others;
- Starting date, access dates and sectional completion date (per the Contract Data); and
- Planned completion for each section and the complete services.

The Programme should indicate the following columns as a minimum:

Activity Number	Activity description	Start date	Finish date	Successor	Time risk allowances (TRA)
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The evaluation and scoring of the programmes will be as follows:

Programme (20)	
Score 0	Failed to address the question/issue or has not submitted the required information.
Score 20	The schedule is vague, and the plan is weak in important areas.
Score 40	The schedule is inconsistent with the timing of the most important project deliverables. There is an insufficient breakdown of tasks.
Score 60	The schedule is complete and detailed (representing all disciplines involved), complies with Level 2 requirements, and is Satisfactory the technical level and composition of the schedule are adequate and are consistent with both the project timing and the required deliverables. The proposed resource levels are consistent.
Score 80	Good Besides meeting the "Satisfactory" rating, the schedule is well detailed, clearly indicating and defining deliverables. Major Milestones are represented in the Schedule. The program is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution.
Score 100	Besides meeting the "good" rating, the important issues are approached innovatively and efficiently, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The program details ways to improve the project outcomes and the quality of the outputs.

Reference to attached submissions to this schedule:

.....

.....

.....

.....

T2.2-06: Authority to submit a Tender

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for his category of organisation or alternatively attach a certified copy of a company / organisation document which provides the same information for the relevant category as requested here.

A - COMPANY	B - PARTNERSHIP	C - JOINT VENTURE	D - SOLE PROPRIETOR

A. Certificate for Company

I, _____, chairperson of the board of directors of _____, hereby confirm that by resolution of the board taken on _____ (date), Mr/Ms _____, acting in the capacity of _____, was authorised to sign all documents in connection with this tender offer and any contract resulting from it on behalf of the company.

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

We, the undersigned, being the **key partners** in the business trading as _____ hereby authorise Mr/Ms _____, acting in the capacity of _____, to sign all documents in connection with the tender offer for Contract _____ and any contract resulting from it on our behalf.

Name	Address	Signature	Date

NOTE: This certificate is to be completed and signed by the full number of Partners necessary to commit the Partnership. Attach additional pages if more space is required.

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms _____, an authorised signatory of the company _____, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract _____ and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

Furthermore we attach to this Schedule a copy of the joint venture agreement which incorporates a statement that all partners are liable jointly and severally for the execution of the contract and that the lead partner is authorised to incur liabilities, receive instructions and payments and be responsible for the entire execution of the contract for and on behalf of any and all the partners.

Name of firm	Address	Authorising signature, name (in caps) and capacity

D. Certificate for Sole Proprietor

I, _____, hereby confirm that I am the sole owner of the business trading as _____.

Signed _____ Date _____

Name _____ Position Sole Proprietor

T2.2-07: Record of Addenda to Tender Documents

The tenderer hereby confirms that the following communications were received from the *Employer* before the submission of this tender offer, amending the tender documents and have been taken all the Addenda into account in this tender offer:

	Date	Title or Details of Addenda
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

T2.2-08 Letter/s of Good Standing with the Workmen's Compensation Fund

Attached to this schedule is the Letter/s of Good Standing.

Name of Company/Members of Joint Venture:

.....
.....
.....
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.....

T2.2-09: Risk Management

Tenderers to review the potential risks associated with the Scope of Services. Demonstrate and outline measures to evaluate and mitigate the perceived risk elements relating to design, construction, procurement, interfaces and commissioning of the scope taking into account the cost, schedule, quality, health and safety and the environment. The tenderer to comprehensively complete a detailed initial risk register with the potential risk associated with the scope. Furthermore, the tenderer shall indicate % probability, % impact, and mitigation plan as the minimum.

Risk category	Details of risk	% Probability	% Impact	Mitigation plan	Where implemented	Results of implementation

T2.2-10 NON-DISCLOSURE AGREEMENT

Note to tenderers: This Non-Disclosure Agreement is to be completed and signed by an authorised signatory:

THIS AGREEMENT is made effective as of day of 20..... by and between:

TRANSNET SOC LTD

(Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at Transnet Corporate Centre 138 Eloff Street , Braamfontein , Johannesburg 2000

and

.....
(Registration No.), a private company incorporated and existing under the laws of South Africa having its principal place of business at
.....
.....

WHEREAS

Transnet and the Company wish to exchange Information [as defined below] and it is envisaged that each party may from time to time receive Information relating to the other in respect thereof. In consideration of each party making available to the other such Information, the parties jointly agree that any dealings between them shall be subject to the terms and conditions of this Agreement which themselves will be subject to the parameters of the Tender Document.

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** (hereinafter Tender) means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

-
- 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
- 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
- 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
- 3.3.1 return all written Confidential Information [including all copies]; and
- 3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

4. ANNOUNCEMENTS

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Tender without the prior written consent of the other party.
- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. DURATION

The obligations of each party and its Agents under this Agreement shall survive the termination of any discussions or negotiations between the parties regarding the Tender and continue thereafter for a period of 5 [five] years.

6. PRINCIPAL

Each party confirms that it is acting as principal and not as nominee, agent or broker for any other person and that it will be responsible for any costs incurred by it or its advisers in considering or pursuing the Tender and in complying with the terms of this Agreement.

7. ADEQUACY OF DAMAGES

Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to it, either at law or in equity, for any such threatened or actual breach of this Agreement, including specific performance, recovery of damages or otherwise.

8. PRIVACY AND DATA PROTECTION

- 8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Tender and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.
- 8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Tender and against accidental loss or destruction of, or damage to such data held or processed by them.

9. GENERAL

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed

Date

Name

Position

Tenderer

T2.2-11: TENDER DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this TENDER and the requirements requested from tenderers in responding to this TENDER have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below: *[Respondent to indicate if this section is not applicable]*

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

[Failure to furnish complete and accurate information in this regard may lead to the disqualification of your response and may preclude a Respondent from doing future business with Transnet]

We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with Transnet) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.



6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

For and on behalf of duly authorised thereto
Name:
Signature:
Date:

IMPORTANT NOTICE TO RESPONDENTS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Respondent have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net
- For transactions below the R5, 000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Respondents should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a bidder on its List of Excluded Bidders.



T2.2-12: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

I / We _____ do hereby certify that ***I/we have/have not been*** found guilty during the preceding 5 (five) years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Tenderer is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences.

Where found guilty of such a serious breach, please disclose:

NATURE OF BREACH:

DATE OF BREACH: _____

Furthermore, I/we acknowledge that Transnet SOC Ltd reserves the right to exclude any Tenderer from the tendering process, should that person or company have been found guilty of a serious breach of law, tribunal or regulatory obligation.

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER



T2.2-13: Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

1. By signing this certificate I/we acknowledge that I/we have made myself/ourselves thoroughly familiar with, and agree with all the conditions governing this RFP. This includes those terms and conditions of the Contract, the Supplier Integrity Pact, Non-Disclosure Agreement etc. contained in any printed form stated to form part of the documents thereof, but not limited to those listed in this clause.
2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any TENDER/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.
4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) has been requested to submit a Tender in response to this Tender invitation;
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer
5. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive Tendering.
6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where Services will be rendered [market allocation]
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the TENDER; or
 - f) Tendering with the intention not winning the Tender.



7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this TENDER relates.
8. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation. In addition, Tenderers that submit suspicious Tenders may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-14 Service Provider Integrity Pact

Important Note: All potential tenderers must read this document and certify in the RFP Declaration Form that that have acquainted themselves with, and agree with the content.

The contract with the successful tenderer will automatically incorporate this Integrity Pact and shall be deemed as part of the final concluded contract.

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

The Contractor (hereinafter referred to as the "Tenderer/Service Providers/Contractor")

PREAMBLE

Transnet values full compliance with all relevant laws and regulations, ethical standards and the principles of economical use of resources, fairness and transparency in its relations with its Tenderers/Service Providers/Contractors.

In order to achieve these goals, Transnet and the Tenderer/Service Provider/Contractor hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Tenderer's/Service Provider's/Contractor's application for registration with Transnet as a vendor.

The general purpose of this Integrity Pact is to agree on avoiding all forms of dishonesty, fraud and corruption by following a system that is fair, transparent and free from any undue influence prior to, during and subsequent to the currency of any procurement and/or reverse logistics event and any further contract to be entered into between the Parties, relating to such event.

All Tenderers/Service Providers/Contractor's will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Transnet vendor.

1 OBJECTIVES

- 1.1 Transnet and the Tenderer/Service Provider/Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:
 - a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
 - b) Enable Tenderers/Service Providers/Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

2 COMMITMENTS OF TRANSNET

Transnet commits to take all measures necessary to prevent dishonesty, fraud and corruption and to observe the following principles:

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage

from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

- 2.2 Transnet will, during the registration and tendering process treat all Tenderers/ Service Providers/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/ Service Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.
- 2.3 Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers/Service Providers/Contractors participating in the tendering process in a fair manner.
- 2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers/Service Providers/Contractors participating in the tendering process.

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
 - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
 - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
 - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
 - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special

privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:
- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
 - b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
- a) Human Rights
- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
 - Principle 2: make sure that they are not complicit in human rights abuses.
- b) Labour
- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
 - Principle 4: the elimination of all forms of forced and compulsory labour;
 - Principle 5: the effective abolition of child labour; and
 - Principle 6: the elimination of discrimination in respect of employment and occupation.
- c) Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;
 - Principle 8: undertake initiatives to promote greater environmental responsibility; and
 - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
- d) Anti-Corruption
- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

4 INDEPENDENT TENDERING

- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
- a) has been requested to submit a Tender in response to this Tender invitation;
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
 - f) tendering with the intention of not winning the Tender.

- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

5 DISQUALIFICATION FROM TENDERING PROCESS

- 5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.
- 5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider /Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity

will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

- 5.3 If the Tenderer/Service Provider/Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.

- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
 - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
 - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
 - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
 - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
 - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
 - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - h) has litigated against Transnet in bad faith.

- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.
- 6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

- 7.1 The Tenderer/Service Provider/Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's/Service Provider's/Contractor's database or any tendering process.
- 7.2 If it is found to be that the Tenderer/Service Provider/Contractor made an incorrect statement on this subject, the Tenderer/Service Provider/Contractor can be rejected from the registration process or removed from the Tenderer/Service Provider/Contractor database, if already registered, for such reason (refer to the Breach of Law Returnable Form contained in the document.)

8 SANCTIONS FOR VIOLATIONS

- 8.1 Transnet shall also take all or any one of the following actions, wherever required to:
- a) Immediately exclude the Tenderer/Service Provider/Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation the Tenderer/Service Provider/Contractor. However, the proceedings with the other Tenderer/Service Provider/Contractor may continue;
 - b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer/Service Provider/Contractor;
 - c) Recover all sums already paid by Transnet;
 - d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Tenderer/Service Provider/Contractor, in order to recover the payments, already made by Transnet, along with interest;

- e) Cancel all or any other contracts with the Tenderer/Service Provider/Contractor; and
- f) Exclude the Tenderer/ Service Provider/Contractor from entering into any Tender with Transnet in future.

9 CONFLICTS OF INTEREST

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
 - b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.
- 9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- a) Private gain or advancement; or
 - b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.
- Thus, conflicts of interest of any Tender committee member or any person involved in the sourcing process must be declared in a prescribed form.
- 9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:
- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
 - b) must notify Transnet immediately in writing once the circumstances has arisen.
- 9.4 The Tenderer/Service Provider/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer/Service Provider/Contractor.

10 DISPUTE RESOLUTION

- 10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between

Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
- b) **Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

11 GENERAL

- 11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.
- 11.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.
- 11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 11.5 Should a Tenderer/Service Provider/Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer/Service Provider/Contractor to report this behaviour directly to a senior Transnet official/employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.



The Parties hereby declare that each of them has read and understood the clauses of this Integrity Pact and shall abide by it. To the best of the Parties' knowledge and belief, the information provided in this Integrity Pact is true and correct.

I duly authorised by the tendering entity, hereby certify that the tendering entity are **fully acquainted** with the contents of the Integrity Pact and further **agree to abide by it** in full.

Signature

Date



T2.2-15: Insurance provided by the *Consultant*

Clause 81.1 in NEC3 Professional Services Contract (June 2005)(amended June 2006 and April 2013) requires that the *Consultant* provides the insurance stated in the insurance table except any insurance which the *Employer* is to provide as stated in the Contract Data.

Please provide the following details for insurance which the *Consultant* is still to provide. Notwithstanding this information all costs related to insurance are deemed included in the tenderer's rates and prices.

Insurance against (See clause 81.1 of the PSC)	Minimum amount stated in the Contract Data & Name of Insurance Company	Cover	Premium
Liability of the <i>Consultant</i> for claims made against him arising out of his failure to use the skill and care normally used by professionals providing services similar to the <i>services</i>	The amount stated in the Contract Data		
Liability for 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>	The amount stated in the Contract Data for any one event		
Liability for 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 greater of the amount required by the applicable law and the amount stated in the Contract Data for any one event		
(Other)			

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 VALIDATION OF ELECTRONIC SECURITY SYSTEMS TO ALL TPL NON-MULTIPRODUCT PIPELINES EXISTING DEPOTS, TO COMPLY WITH NATIONAL KEY POINT (NKP) ACT REQUIREMENTS. (TPL SECURITY UPGRADE PROJECT - PHASE 2)

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.

BANKABLE FEASIBILITY PHASE – OFFER

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)	

EXECUTION PHASE - OFFER (OPTIONAL)

The offered total of the Prices exclusive of VAT is	Not Applicable – Rate Based Contract
Value Added Tax @ 15% is	Not Applicable – Rate Based Contract
The offered total of the Prices inclusive of VAT is	Not Applicable – Rate Based Contract
(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 *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		
4		
5		
6		

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

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

**For the *tenderer*:****For the *Employer***

Signature

Name

Capacity

On behalf
of*(Insert name and address of organisation)***Transnet SOC (Ltd)**Name &
signature
of witness

Date



C1.2 Contract Data

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
		X1: Price adjustment for inflation
		X2 Changes in the law
		X7: Delay damages
		X9: Transfer of rights
		X10 <i>Employer's Agent</i>
		X11: Termination by the <i>Employer</i>
		X18: Limitation of liability
		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	Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Pipeline 202 Anton Lembede Street Durban 4001



11.2(9) The *services* are

The Validation of Electronic Security Systems to All TPL Non-Multiproduct Pipelines Existing Depots, to Comply with National Key Point (NKP) Act Requirements. (TPL Security Upgrade Project - Phase 2)

11.2(10)	The following matters will be included in the Risk Register	All matters notified in accordance with clause 15.1	
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	
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	
		2	
		3	
3	Time		
31.2	The <i>starting date</i> is	TBA	
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	TBA	
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1	
		2	
		3	
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 (On a scheduled low cost airline)	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.
		Accommodation-Protea Group or Town Lodge Group or 3 Star Equivalent	Charged at proven costs (Actual cost not exceeding R1 300 per person per day including breakfast, dinner & parking excluding VAT)
51.1	The period within which payments are made is	30 Days from the date of receipt of a valid Tax Invoice and Statement.	
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>
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	
21.3	The <i>Consultant</i> prepares forecasts of the total of the <i>expenses</i> at intervals of 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

- 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)

X2	Changes in the law	
X2.1	The <i>law of the project</i> is	The law of South Africa.
X7	Delay damages	
X7.1	Delay damages for late Completion of the whole of the <i>services</i> are	R2000 per day
X9	Transfer of rights	The <i>Employer</i> owns the <i>Consultant</i> rights over any of the material whatsoever prepared for the <i>Services</i> 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:	TBA
	Address	202 Anton Lembede Street Durban 4001
	The authority of the <i>Employer's Agent</i> is	Fully empowered to act on behalf of the <i>Employer</i> 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 <i>additional conditions of contract</i> are	



Z1	Obligations in respect of Joint Venture Agreements
Z1.1	Insert the additional core clause 21.5 21.5.1 In the instance that the <i>Consultant</i> is a joint venture, the <i>Consultant</i> shall provide the <i>Employer</i> with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract <i>starting date</i>. The Joint Venture agreement shall contain but not be limited to the following: • A brief description of the Contract and the Deliverables; • The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture; • The constituents' interests; • A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents; • Details of an internal dispute resolution procedure; • Written confirmation by all of the constituents: i. of their joint and several liability to the <i>Employer</i> to Provide the <i>services</i>; ii. proof of separate bank account/s in the name of the joint venture; iii. identification of the leader in the joint venture confirming the authority of the leader to bind the joint venture through the <i>Consultant's</i> representative; iv. Identification of the roles and responsibilities of the constituents to provide the <i>services</i>. • Financial requirements for the Joint Venture: i. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time; ii. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture
Z1.2	Insert additional core clause 21.6 21.6. The <i>Consultant</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i>.



Z2	Additional obligations in respect of Termination
Z2.1	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
Z2.2	<i>Clause 90.5 is added as an additional clause</i> 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.
Z3	Right Reserved by the <i>Employer</i> to Conduct Vetting through SSA
Z3.1	The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Consultant</i> 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.
Z4	Additional Clause Relating to the <i>Employer's</i> rights to take appropriate action



Z4.1	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.
Z4.1.1		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.
Z 4.1.2		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.
Z4.1.3		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.
Z4.1.4		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).
Z4.2	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.
Z4.3	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.
Z5	Protection of Personal Information Act	



Z5.1	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.
Z6	Time
Z6.1	Clause 33.2. is added as an additional clause. 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.
Z7	Compensation Events
Z7.1	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> .
Z8	Limitation of liability
Z8.1	Add to core clause 82.1 and X18 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>.
Z9	Additional clauses relating to cession of rights
Z9.1	The <i>Consultant</i> shall not cede any rights under this contract without the approval of the <i>Employer</i> .
Z9.2	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> .
Z10	Additional clauses relating to interpretation of the law
Z10.1	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.



Z11	<i>Employer's Step in rights</i>
Z11.1	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>.
Z11.2	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.
Z12	Consultant's Liability due to an action of the Project Manager / or Supervisor
Z12.1	As the Consultant is responsible for providing the roles of the Project Manager and Supervisor for the management of the NEC Engineering and Construction Contract (ECC 3) (Execution Phase). The Consultant shall be held liable for any changes to the Prices, the Completion Date and the Key Dates of the ECC 3 Contract, and any additional costs incurred by the Employer as a result thereof, due to the Project Manager and/or Supervisor not acting in accordance with the requirements of the ECC 3 conditions of contract, specifically those related to Clauses 60.1 (6), 60.1(9). 60.1 (11),the meaning and effect of which the Consultant declares himself to be fully acquainted. The terms Employer, Contractor, Project Manager , Supervisor, the Prices, the Completion Date and the Key Dates have the meaning assigned to them by the conditions of contract stated in the Contract Data of the ECC 3 Contract, the meaning and effect of which the Consultant declares himself to be fully acquainted. The extent of potential liabilities associated with the roles or Project Manager and Supervisor of the Employers own Engineering and Construction



Contract(s) is subject to the Employer's full Delegation of Authority (DoA) being granted to the Consultants Project Manager will be duly limited to items within the Consultants' Project Manager's or Supervisor's accepted Delegation of Authority (DoA) agreed and granted by Employer.

Z13 Issuing of Task Orders

Z13.1

The Employer reserves the right, in its sole discretion, not to issue any or all Task Order(s) against any or all of the Tasks in the Task Schedule without having to provide reasons thereof. The Employer makes no representations in this regard and the Consultant will have no claim against the Employer in this regard

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 key persons</i> 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 <i>services</i> 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

25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	access date
		1	
		2	
		3	

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(14)	The <i>activity schedule</i> is in
11.2(18)	The tendered total of the Prices is
	(in figures)
	(in words),
	excluding VAT

PART C2: PRICING DATA

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

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 for salaried staff include all protective clothing and all standard equipment.
- 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.

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's* staff 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 3

as 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

NKP 2 - Security Systems Task Schedule						
Task	Scope Reference	Description	Unit	Quantities	Lump Sum Price Each Task	Total
1		Fixed Obligations and Head Office Costs	Sum	1		
Sub-Total						
2		Task 1				
2.1	4.1	Kick Off meeting.	Sum			
2.2	4.2	Conduct sites visits to 25 pump station and TPL Head Office.	No	26		
Sub-Total						
3		Task 2				
3.1	4.3	Conduct engineering review.	No	26		
3.2	4.4	Test technology software.	No	26		
3.3	4.5	Develop detailed designs.	No	26		
3.4	4.6	Review and validate network architecture.	No	26		
3.5	4.7	Develop security systems equipment list.	No	26		
3.6	4.8	Validate intercom &PA system.	No	26		
3.7	4.9	Validate the electrical scope of work.	No	26		
3.8	4.10	Validate the civil scope of work.	No	26		
3.9	4.11	Develop project cost estimates.	No	26		
3.10	4.12	Develop project schedule.	No	26		
3.11	4.13	Update scope of work.	No	26		
3.12	4.14	Develop constructability review.	No	26		
Sub-Total						
4		Task 3				
4.1	4.15	Technical and commercial adjudication.	Sum	1		
Sub-Total						
5		Task 4 (Optional)	Unit	Estimated Number of Hrs	Rate per Hrs	Total
	4.16	Construction Management and Engineering Support during the project execution phase and Project Close-out (26 sites).				
5.1		Electrical Engineer	Hrs	1 200		
5.2		Electronic System Engineer (CCTV)	Hrs	1 200		
5.3		Communications Engineer	Hrs	1 200		
5.4		Civil Engineer	Hrs	1 200		
5.5		Project Manager	Hrs	1 200		
5.6		Document Control	Hrs	1 200		
5.7		Quantity Surveyor	Hrs	1 200		
5.8		Construction Manager (2)	Hrs	1 200		
5.9		Site Supervisor (3)	Hrs	1 200		
5.10		Health and Safety Manager	Hrs	1 200		
Sub-Total						
6		Task 5 (Optional)	Unit	Estimated Number of Hrs	Rate per Hrs	Total
	4.17	Project close-out.				
5.1		Electrical Engineer	Hrs	200		
5.2		Electronic System Engineer (CCTV)	Hrs	200		
5.3		Communications Engineer	Hrs	200		
5.4		Civil Engineer	Hrs	200		
5.5		Project Manager	Hrs	200		
5.6		Document Control	Hrs	200		
5.7		Quantity Surveyor	Hrs	200		
5.8		Health and Safety Manager	Hrs	200		
Sub-Total						
7		Additional Work Engineering Resource	Unit	Estimated Number of Hrs	Rate per Hrs	Total
		Principal Design Engineer	R/hour	N/A	Rate only	
		Senior Design Engineer	R/hour	N/A	Rate only	
		Junior Design Engineer	R/hour	N/A	Rate only	
		Principal Design Technician	R/hour	N/A	Rate only	
		Senior Design Technician	R/hour	N/A	Rate only	
		Principal Hardware Engineer	R/hour	N/A	Rate only	
		Principal Software and Integration Engineer	R/hour	N/A	Rate only	
		Senior Hardware Engineer	R/hour	N/A	Rate only	
		Senior Software Engineer	R/hour	N/A	Rate only	
		Junior Software Engineer	R/hour	N/A	Rate only	
		Draughtsman	R/hour	N/A	Rate only	
Total Task (1+2+3+4)						
VAT at 14%						
Total Sum Carried Forward to Form of Offer						



SCOPE OF SERVICES

NKP 2 - SECURITY SYSTEMS ASSESSMENT, DESIGN, AND CONSTRUCTION MANAGEMENT

	NAME	SIGNATURE	DATE
Prepared by	Nathi Ndlovu (TPL: Project Manager)		February 2023
Recommended by	Akash Gurupersaad (TPL: Enterprise Architecture & Projects Manager)		February 2023
Approved by	Dean Manikam (TPL: National Security Manager)		February 2023

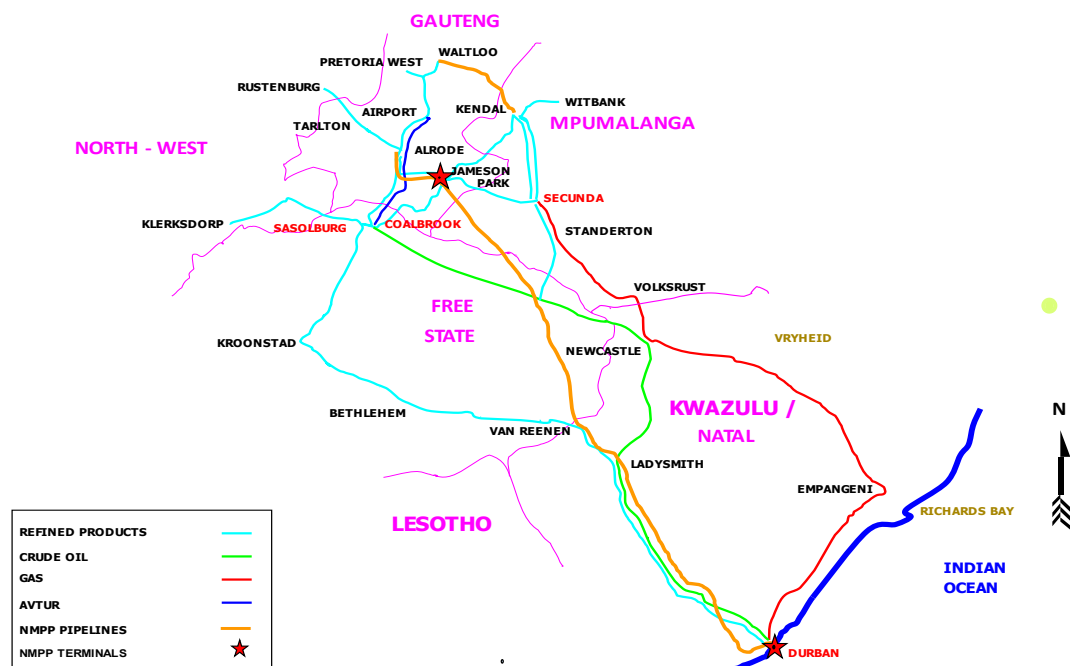
ACRONYM LIST

BOQ	Bill of Quantities
CCTV	Closed-Circuit Television
EPCM	Engineering, Procurement, and Construction Management
ICT	Information and Communications Technology
ISO	International Organization for Standardization
LAN	Local Area Network
MC&I	Master Control & Interface
NKP	National Key Points
NEC	New Engineering Contract
NMPP	New Multi-Product Pipelines
OEM	Original Equipment Manufacturer
ONVIF	Open Network Video Interface Forum
PAS	Public Address System
PIDS	Perimeter Intrusion Detection System
PSIRA	Private Security Industry Regulatory Authority
SP	Service Provider
SAS	Situation Awareness System
SANS	South African National Standards
TPL	Transnet Pipelines
WAN	Wide Area Network

1. INTRODUCTION

Transnet Pipelines (TPL) is the largest multi-product operator in Southern Africa, transporting hydrocarbons and methane-rich gas through a network of 3 800 Km of petroleum and gas pipeline infrastructure of which 2906 Km is currently operational. The pipeline network traverses five different provinces in South Africa (KwaZulu-Natal, Free State, Gauteng, Northwest, and Mpumalanga) ensuring the security of petroleum supply to the inland market and methane-rich gas to Kwa-Zulu Natal.

SCHEMATIC MAP OF PL INFRASTRUCTURE TO SERVICE MARKET : WITH FULL NMPP SYSTEM CONFIGURATION FROM 2014 TO 2020 IN RELATION TO THE PRESENT NETWORK (GAS INCLUDED)



PPT-1741

Transnet Pipeline National Network

TPL has depots/pumping stations along the pipeline network to operate the pipelines, these pumping stations are classified as National Key Points (NKP).

The National Key Points Act, of 1980 is an act of the Parliament of South Africa. The NKP Act requires the protection of national strategic importance assets against sabotage, this was determined by the Minister of Police in 2004 and the Minister of Defence.

2. BACKGROUND/ OBJECTIVES

In 2008, TPL initiated a security upgrade project to protect its "depots/pump stations". The project objective was to provide an integrated security solution for all TPL depots/pump stations to comply with NKP Act. In 2012, engineering designs were developed by EPCM to include electronic security systems such as Video Surveillance, Perimeter Intrusion Detection, Access Control, Situational Awareness Management, Information Storage Management, Intercom, and Public Address system.

These designs might be obsolete considering the time-lapse since were developed. The security architecture, functional efficacy, and all engineering documents need validation of documents, designs, and updates in line with the latest technology and current site conditions.

3. PROJECT SCOPE OVERVIEW

The high-level scope of the project is to evaluate or assess the status of the existing security systems design pack for the 26 sites. These packs include the following:

- Executive summary (2 x A4 pages),
- Design basic document of the security infrastructure (13 x A4 pages),
- Security equipment layout for 25 depots/pump stations and one head office building with nine floors and a basement (1 x A1 page),
- Security systems scope of work (24 x A4 pages),
- Equipment lists (2 x A3 pages),
- Network Architecture Diagram (1 x A3 page),
- Intercom & PA System Diagram (1 x A3 page),
- Door Schedule (1 x A3 page & 2 x A4 pages),
- The electrical scope of work (24 x A4 pages),
- Electrical cable block diagram (1 x A3 page),
- A main distribution board, DB single line diagram (3 x A3 pages),
- Electrical load lists (2 x A4 pages),
- Electrical cable (1 x A4 page),
- Civil and structural (37 x A3 pages),
- Civil modification layout (1 x A1 page),
- Typical draw box & typical junction box foundation concrete layouts & details (1 x A3 page)
- Typical mast – installation detail (1 x A3 page),
- Typical road layer works & kerb details (1 x A3 page),
- Typical trenching details (1 x A3 page),
- Health Safety & Environmental Aspect (1 x A4 page),
- Cost estimate (8 x A3 pages),
- Primavera P6 project schedule (2 x A3 pages),
- Site audit report (7 x A4 pages).

The engineering documentations are at the bankable feasibility stage. The Consultant is expected to review, validate, and produce detailed designs and all associated documentation for 26 sites. **No soft copies will be issued to the service provider.** The Consultant will be expected to produce a new for hard copy and electronic pack copies.

Over and above the design phase, there is an “option” for a Consultant to manage construction activities, commission, and hand over the assets to the Employer for operational use.

4. SECURITY SYSTEM SCOPE OF WORK

The Consultant shall perform the following services but not limited to:

4.1 To attend a kick-off meeting.

- The kick-off meeting will be held at TPL 202 Anton Lembede Street in Durban and chaired by the Employer.
- The Employer will issue all Rev 00 documents including drawings to the Consultant for the preparation of the project validation/assessment and design process.

4.2 To conduct site visits to 25 pump stations/depots and TPL Head Office, for an update of all security system equipment layout drawings, and engineering documents to ensure that it meets Employer's objective.

- During the site visits, the Consultant shall conduct a comparison of existing site information with as - built and redline all drawings to identify any deficiency on site and update all the information.
- During the site visits, the Consultant is expected to bring applicable resources to conduct the site assessments.
- The Consultant shall bring their health and safety gear (e.g., PPE) for the site visits.
- The Consultant is expected to inform the Employer two days in advance of a site visit.
- The Consultant to note that the 26 sites are located in five different provinces (KZN, Free-State, Gauteng, Mpumalanga, and Northwest).
- The Consultant to note that the TPL head office has nine floors and a basement that will need to be assessed.
- The Consultant shall compile and submit a report that includes the condition of assessment findings and provide recommendations on suitability to Employer's for approval.

4.3 To conduct engineering review on the existing designs including Video Surveillance or CCTV, Access Control, Perimeter Intrusion Detection System (PIDS), Local Area Network (LAN) / Wide Area Network (WAN), Situation Awareness System (SAS), Intercom, and Public Address System (PAS).

- The Consultant is expected to compile a report identifying documents requiring updates and documents requiring changes based on the engineering review conducted on the existing design.
- Should there be any design changes, the Consultant shall obtain approval from the Employer for the design changes and update the design documentation and submit it to the Employer for acceptance.

4.4 To test technology software products to conform to the latest technologies in the market.

- The Consultant is expected to advise the Employer of the latest technology available in the market.
- Evaluate the proposed surveillance system,
- Benchmarked it with/against international best practices,
- Report on the (fit for purpose of the proposed solution),
- Comment and recommend the international industry standards (ISO. ONVIF etc.),
- Comment and recommend applicable standards (SANS etc.),
- Should there be any technology recommended, the Consultant shall obtain approval from the Employer for the recommended technology and update design documentation and submit it to Employer's for acceptance.

4.5 To develop detailed designs for each site.

- The Consultant to update the designs to be approved for construction (AFC), this to include but not limited to:
 - Security equipment layout,
 - Network Architecture Diagram,
 - Intercom & PA System Diagram,
 - Electrical cable block diagram,
 - A main distribution board, DB single-line diagram,
 - Civil modification layout,
 - Camera mast,
 - Typical trenching details,
 - Typical draw box & typical junction box foundation concrete layouts & details.

4.6 To review and validate the network architecture diagram for each pump station/depot to ensure interconnections to all depot security systems.

- Based on the reviewed network architecture diagram.
- Submit the updated network architecture diagram to Employer's for acceptance.

4.7 To develop a security systems equipment list for each pump station/depot.

- Based on the reviewed security systems equipment lists.
- Submit the updated security systems equipment lists to Employer's for acceptance.

4.8 To validate intercom & PA system drawings for each pump station/depot.

- Based on the reviewed intercom & PA system drawings.
- Submit the updated intercom & PA system drawings to Employer's for acceptance.

4.9 To validate the electrical scope of work for the installation contractor.

- Based on the reviewed electrical scope of work.
- Submit an updated electrical scope of work to Employer's for acceptance.

4.10 To validate the civil scope of work to accommodate security electronic systems.

- Based on the reviewed civil scope of work.
- Submit an updated civil scope of work to Employer's for acceptance.

4.11 To develop project cost estimates for the execution phase.

Based on the updated design and project requirements compile and submit the following to Employer for review and acceptance:

A definitive capital costs estimate (within 80% accuracy) with cash flows including but not limited to:

- Direct and Indirect Field costs,
- EPCM costs,
- Estimate escalation costs,
- Contingency costs,
- Insurance and fees,
- Operating and maintenance cost estimates (within 50%-70% accuracy)

Submit a basis of the cost estimate to TPL for acceptance.

4.12 To develop a project schedule for the execution phase.

Based on the updated design and project requirements compile and submit the following to the Employer for review and acceptance:

- Level 4 Master schedule
- Submit basis bases of the project schedule to the Employer for acceptance.

4.13 To update the scope of work for the 26 sites for the construction phase.

- Based on the reviewed scope of work for the construction phase.
- Submit an updated scope of work to Employer for acceptance.

4.14 To develop a constructability review for each site. The service provider shall consider the following:

- The construction-related activities as per the scope of work,
- Interfaces between contractors,
- The interface with TPL for work conducted in each site,

- Sites layout requirements and constraints,
- Sites logistics,
- Submit a constructability report to Employer for acceptance, thus the constructability report shall cover all 26 sites.

4.15 To administer technical and commercial adjudication processes during procurement of services to install electronic systems.

- The Consultant shall form part of the Employer's cross-functional team to prepare the adjudication process.
- The adjudication process is expected to take one full month.
- Submit a technical and commercial adjudication report to Employer for acceptance.

4.16 To provide construction management and engineering support during the project execution phase. (Optional)

The Consultant shall assign a dedicated team to drive all construction activities from start to completion including commissioning, including but not limited to:

- Project and construction management and supervision,
- Quality assurance and control,
- Health and safety management and control,
- Risk management and control,
- Schedule management and control,
- Engineering management and control,
- Document management control,
- Commercial management and control,
- Environmental management and control.

Note: It is the Employer's intention to appoint a Consultant as the NEC Project Manager for the execution contracts during the execution phase of this contract. The delegated authority of the Project Manager will be discussed and issued to the appointed NEC Project Manager at the award execution phase of the project and will be aligned to the Transnet Delegation of Authority Framework.

4.17 To conduct the project close-out (technical, commercial, and contractual) of the project at the end of the construction phase. (Optional) including but not limited to:

- The Consultant shall provide resources to manage the closeout and handover to the Employer, which is estimated to take 2 months period.
- Conduct a close-out of the execution phase and submit all documentation to Employer. This should include the following:
 - As-built drawings and documentation,
 - Equipment lists,
 - Contractual and commercial close-out documentation,

- Close-out report for approval by TPL.
- As-built drawings and documentation updated and handed over to TPL.

5. PROJECT TASK LIST

The project shall be rollout in the following activities:

Task 1:

- To attend a kick-off meeting.
- To conduct site visits to 25 pump stations/depots and TPL Head Office, for an update of all security system equipment layout drawings, and engineering documents to ensure that it meets TPL objective.

Task 2:

- To conduct engineering review on the existing designs including Video Surveillance or CCTV, Access Control, Perimeter Intrusion Detection System (PIDS), Local Area Network (LAN) / Wide Area Network (WAN), Situation Awareness System (SAS), Intercom, and Public Address System (PAS).
- To test technology software products to conform to the latest technologies in the market.
- To review and validate the network architecture diagram for each pump station/depot to ensure interconnections to all depot security systems.
- To develop a security systems equipment list for each pump station/depot.
- To validate intercom & PA system drawings for each pump station/depot.
- To validate the electrical scope of work for the installation contractor.
- To validate the civil scope of work to accommodate security electronic systems.
- To develop project cost estimates for the execution phase.
- To develop a project schedule for the execution phase.
- To update the scope of work for the 26 sites for the construction phase.

Task 3:

To administer technical and commercial adjudication processes during procurement of services to install electronic systems.

Task 4:

To provide construction management and engineering support during the project execution phase.
(Optional)

Task 5:

To facilitate the project close-out process at the end of the construction phase. **(Optional)**

6. PROJECT SCHEDULE

The Consultant shall provide his proposed schedule showing the specifics related to the scope of work. The following information is required as a minimum on a program submitted for evaluation:

- Level 4 Master schedule, correctly structured as per the scope of work.
- Adequately showing the full scope of work including appropriate sequence of works and schedule logic.
- Realistic durations backed with anticipated production rates and equipment required.
- Earliest date achievable for the completion of the whole of the *works* and any sectional completion dates, if required and all milestones to be clearly shown.
- Includes duration of all preliminary works required before mobilizing on-site including documentation preparation (starting from the contract award date) and all approval periods by the client.
- Includes anticipated site mobilization dates.
- Includes *contractor's* subcontractor's duration on site.
- Includes all resources required to execute the project.
- An indication must be given of where the project float is.
- No negative or positive lags must be used in the development of the schedule.

A narrative supporting document is a requirement clearly outlining the process followed in developing the schedule in a form of a basic schedule.

The schedule should be developed on preferably Primavera P6 but MS Project can also be accepted should Primavera not be an available software for the SP.

Take note of the pump station/depot involved to prepare the project schedule:

Cluster 1

Secunda
Witbank
Tarlton
Alrode Ops
Mngeni
Kendal
Kroonstad
Wilge

Cluster 3

Hillcrest
Howick
Klerksdorp
Langlaagte
Empangeni

Cluster 2

Sasolburg
Coalbrook
Waltloo
Meyerton
Mooi River
Duzi
Airport
Standerton

Cluster 4

Scheepersnek
Fort Mistake
Quagga
Newcastle & Ladysmith
TPL Head Office in Durban

Resources

The following resources shall be allocated for this project:

- Electrical Engineer,
- Security Manager,
- Electronic System Engineer (CCTV),
- Communications Engineer,
- Civil Engineer (Minor civil engineering work will be required),
- Quantity Surveyor,
- Document Controller,
- Risk Manager,
- Project Manager.

Should the Consultant propose additional resources over and above the ones mentioned above? A justification shall be provided in the method statement.

TPL will allocate the following resources to support the Consultant during the site visits:

- Electrical,
- Security,
- MC&I,
- Civil,
- And ICT.

The Consultant shall develop a detailed project implementation (design validation) schedule including resource loading and rates allocation.

Furthermore, the Consultant shall provide a detailed implementation (systems installation) schedule for the entire project.

7. PROJECT DELIVERABLES

The Consultant shall produce a full package for 25 pump stations/depots not limited to:

- The Consultant shall produce a detailed site audit report document detailing existing electrical and security infrastructure for each site,
- The Consultant shall produce a summary and conclusion of the technology choices.
- The Consultant shall produce a report on the project execution philosophy.
- The Consultant shall produce design basis reports for the security systems infrastructure.
- The Consultant shall produce security system equipment layout drawings for each site.
- The Consultant shall produce a technical scope of work for security systems installed on each site.
- The Consultant shall produce the civil scope of work for each site.
- The Consultant shall produce the electrical installation scope of work for the construction phase on each site.
- The Consultant shall produce a constructability review report for each site.
- The Consultant shall produce a network architecture diagram for each site.

- The Consultant shall produce Intercom & PA System drawing for each site.
- The Consultant shall produce a door schedule for each site.
- The Consultant shall produce all electrical drawings and location of equipment concerning hazardous area classification for each site.
- The Consultant shall produce a distribution board load list for each site.
- The Consultant shall produce draw box & junction box drawing for each site.
- The Consultant shall produce mast installation drawings for each site.
- The Consultant shall produce trenching requirements details on each site.
- The Consultant shall detail all health safety and environmental requirements.
- The Consultant shall produce a value improvement report for each site.
- The Consultant shall develop a risk review report.
- The Consultant shall provide air conditioning requirements and solutions.
- The Consultant shall produce a detailed bill of quantity for each site and a pricing document for construction contractors.
- The Consultant shall develop Head Office CCTV and Access Control design.
- The Consultant shall develop a detailed project execution schedule for each site.
- The Consultant shall administer the technical and commercial adjudication process during the procurement of the security system construction contractor.
- The Consultant shall provide construction management and engineering support during the project execution phase. (Optional)
- The Consultant shall facilitate the project close-out process at the end of the construction phase. (Optional)

Applicable Standards

Servitude - Standard crossing conditions & requirements.

- Electrical – PL 666, PL631 & PL727,
- Drawing standards – 101,102, 103 and 104,
- MC & I – PL 703 telecontrol & communication network standard,
- SANS standards,
- Acceptance tests shall be performed by standard procedures available from the Original Equipment Manufacturer (OEM),
- Equipment room cabinet standard PL 711,
- Security Standards (PSIRA),
- Safety & Environmental.

Additional Considerations

- The Employers pump stations/depots are in five difference (5) provinces across South Africa (i.e., Kwa-Zulu Natal, Free-States, Gauteng, North-west, and Mpumalanga).
- The Consultant shall ensure that all environmental requirements are met.
- All head-end devices, controllers, switches, etc. will be housed/installed in Employer's existing station equipment rooms.
- For any engineering queries that require urgent attention, Consultant shall follow the NEC contract procedure.
- The Employer shall be responsible for all key deliverables sign-off.