

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:

Provision of Fire Standby Services for Various Transnet Pipelines Sites On An "As And When" Required Basis For A Period Of Three Years

The *Contractor*, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

The offered total of the Prices exclusive of VAT is	R.....
Value Added Tax @ 15% is	R.....
The offered total of the Prices inclusive of VAT is	R.....
(in words)	

This Offer may be accepted by the *Employer* by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
contractor:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:



Transnet Pipelines

Tender Number: TPL/2024/05/0003/66723/RFP

Description of Works: Provision of Fire Standby Services For Various Transnet Pipelines Sites On An "As And When"

Required Basis For A Period Of Three Years

Acceptance

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

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Service Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

Unless the tenderer (now *Contractor*) within five working days of the date of such receipt notifies the *Employer* in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

for the
Employer

Transnet Soc Ltd
202 Anton Lembede Street
Durban

(Insert name and address of organisation)

Name &
signature of
witness

Date



Transnet Pipelines

Tender Number: TPL/2024/05/0003/66723/RFP

Description of Works: Provision of Fire Standby Services For Various Transnet Pipelines Sites On An "As And When"

Required Basis For A Period Of Three Years

Schedule of Deviations

No.	Subject	Details
1		
2		
3		

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

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

For the Contractor:

For the Employer:

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

Transnet SOC Ltd
202 Anton Lembede Street
Durban

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:	
		A: Priced contract with price list
	dispute resolution Option and secondary Options	W1: Dispute resolution procedure
		X1: Price Adjustment for Inflation
		X2: Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: <i>Additional conditions of contract</i>
		Z1: Intellectual property
		Z2: Assignment and Waiver
		Z4: Protection of Personal Information Act
		Z5: Additional Clause Relating to Collusion
		Z6: Obligations in respect of Joint Venture Agreements



Transnet Pipelines

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Description of the Works: Provision of Fire Standby Services For Various Transnet Pipelines Sites On An "As And When" Required Basis For A Period Of Three Years.

	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd
	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Pipelines (TPL) 202 Anton Lembede Street Durban 4001
10.1	The <i>Service Manager</i> is (name):	TBC
	Address	Transnet Pipelines (TPL) 202 Anton Lembede Street Durban 4001
	Tel	TBC
	e-mail	TBC
11.2(2)	The Affected Property is	Refer to Part C3
11.2(13)	The <i>service</i> is	Provision of Fire Standby Services For Various Transnet Pipelines Sites On An "As And When" Required Basis
11.2(14)	The following matters will be included in the Risk Register	All those matters recorded in accordance with clause 16.1 of the Contract. <ul style="list-style-type: none"> • Working on sites where there are other contractors executing works • Working on National Key Points site • Working in a Petrochemical environment
11.2(15)	The Service Information is in	Refer to Part C3
12.2	The <i>law of the contract</i> is the law of	The Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English

13.3	The <i>period for reply</i> is	Two Weeks
2	The <i>Contractor's</i> main responsibilities	(If the optional statement for this section is not used, no data will be required for this section)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	TBC
30.1	The <i>service period</i> is	TBC
4	Testing and defects	No additional data is required for this section of the <i>conditions of contract</i>.
5	Payment	
50.1	The <i>assessment interval</i> is	18th (Eighteenth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	The prime lending rate of the Rand Merchant Bank



6 Compensation events

60.1(13) The *weather measurements* to be recorded for each calendar month are, **The cumulative rainfall (mm)**

The number of days with rainfall more than 10 mm

The number of days with minimum air temperature than 0 degrees Celsius

the number of days with snow lying at 08:00 ho South African Time

And these measurements: 10mm

The place where weather is to be recorded (on the Site) is: **Site as defined in Clause 11.2(15) above**

The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at: **The closest weather station to the site under execution**

and which are available from: **South African Weather Service 012 367 6023 info3@weathersa.co.za.**

7	Use of Equipment Plant and Materials	No additional data is required for this section of the <i>conditions of contract</i>.
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8 Risks and insurance

80.1	These are additional <i>Employers</i> risks	None
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83.1	The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is:	Whatever <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.
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83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act.
83.1	Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000	
83.1	For any one event, the <i>Contractor</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employers</i> property is limited to:	The Total of the Prices.
83.1	The <i>Contractor</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:	The Total of the Prices.
9	Termination	There is no Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	4 weeks.
11	Data for Option W1	



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W1.1	The <i>Adjudicator</i> is (Name)	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
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W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is	The Association of Arbitrators (Southern Africa)
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W1.4(2)	The <i>tribunal</i> is:	Arbitration
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W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
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	The place where arbitration is to be held is	Durban, South Africa
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	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	The Chairman of the Association of Arbitrators (Southern Africa)
	- if the arbitration procedure does not state who selects an arbitrator, is	

12 Data for secondary Option clauses

X1 Price Adjustment for Inflation

X1.1 The base date indice

X1.1	The <i>base date</i> for indices is	October 2024.
	proporti on	linked to index for
	0.30	Labour (People)
		Index prepared by
		The Consumer Price Index (CPI) for "All Items" in Table 1 (Consumer price indices for the total country) of the Statistical Release P0141 "Consumer Price Index - Additional Tables" published by Statistics South Africa.



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		0.36	Material (Electrical)	The "Electrical Engineering" index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.				
		0.03	Material (Mechanical)	The "Mechanical Engineering" index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.				
		0.15	Plant (Equipment)	The "Plant and Equipment" index in Table 4 (Mining and construction plant and equipment price index) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.				
		0.01	Fuel	The "Diesel" index in Table 1 (PPI for final manufactured goods) of the Statistical Release P0142.1 "Producer Price Index" published by Statistics South Africa.				
		0.15	Non-adjustable					
		1.00						
X2	Changes in the law	No additional data is required for this Option						
X17	Low service damages							
X17.1	The Service level table:	<table><tr><td>Details</td><td>Amount</td></tr><tr><td>Each delay per event, refer to SOW Clause 6.2</td><td>R30 000.00 / event</td></tr></table>			Details	Amount	Each delay per event, refer to SOW Clause 6.2	R30 000.00 / event
Details	Amount							
Each delay per event, refer to SOW Clause 6.2	R30 000.00 / event							



X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Nil.
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	The deductible of the relevant insurance policy
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	Nil.
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	Total of the Prices.
X18.5	The <i>end of liability date is</i>	3 Years after the end of the service period
X19	Task Orders	
X19.5	The <i>Contractor</i> submits a Task Order Programme to the <i>Service Manager</i> within	2 days of receiving the Task Order.

Z	<i>Additional conditions of contract</i>	
Z1	Intellectual property	
Z1.1		Intellectual property rights (including patents, copyright, trademarks etc.) rest with the party owning them
Z1.2		The Employer indemnifies the Contractor against any claim or action (including costs) caused by or arising from the failure as the Employer to obtain such consent and the contractor indemnifies the Employer against any claim or action (including costs) caused by or arising from the failure of the Contractor to obtain such consent.



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Z2	Assignment and Waiver	
Z2.1		No rights, duties or liabilities under this contract may be ceded, assigned, transferred, conveyed or otherwise disposed of by either Party (Employer or Contractor) without the prior written consent of the other Party (Employer or Contractor), which consent shall not be unreasonably withheld.
Z2.2		No grant by the Contractor or the Employer to the other of any concession, waiver, condonation or allowance is, in respect of any specific event or circumstance other than of which the grant was made, to constitute a waiver of the rights of the grantor in terms of the Contract or an estoppel of the grantor's right to enforce the provisions of the Contract.
Z4	Protection Of Personal Information Act:	
Z4.1		The Employer and the Contractor are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act
Z5	Additional Clause Relating To Collusion	
Z5.1		The Contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting
Z6	Additional clauses relating to Joint Venture	



Transnet Pipelines

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Z6.1		<p>27.5 In the instance that the Contractor is a joint venture, the Contractor shall provide the Employer with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date.</p> <p>The Joint Venture agreement shall contain but not be limited to the following:</p> <ul style="list-style-type: none"> • A brief description of the Contract and the Deliverables; • The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture; • The constituent's interests; • A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents; • Details of an internal dispute resolution procedure; • Written confirmation by all of the constituents: <ul style="list-style-type: none"> i. of their joint and several liabilities to the Employer to Provide the Works; ii. identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the Contractor's representative; iii. Identification of the roles and responsibilities of the constituents to provide the Works. • Financial requirements for the Joint Venture: <ul style="list-style-type: none"> iv. 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; <p>The names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.</p>
Z7	Right Reserved by Transnet to Conduct Screening through SSA	



Transnet Pipelines

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		<p>The Employer reserves the right to conduct screening through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:</p> <p>The contractor will be expected to go through security screening prior to be given access to Transnet premises.</p> <p>The following documents are needed from the company:-</p> <ol style="list-style-type: none"> 1. Company registration number. 2. CIPC registration. 3. Company TAX clearance TCS Pin. 4. Copies of ID of directors. 5. Fingerprints of directors (Use SAP 91) to be found at local SAPS. Original fingerprints must be submitted. 6. Copies of ID of employees who will be working on site. 7. Fingerprint of employees who will be working on site (Use SAP 91) to be found at local SAPS. Original fingerprints must be submitted. 8. The contractor must make a copy of the extra Departmental documents and take it to SAPS which prevents them from paying. <p>Note: Please take note that SSA takes 2 weeks for screening to take place once all required documentation has been submitted.</p>
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C1.2 Contract Data

Part two - Data provided by the *Contractor*

The tendering contractor is advised to read both the NEC3 Term Service Contract (June 2005) and the relevant parts of its Guidance Notes (TSC3-GN) in order to understand the implications of this Data which the tenderer is required to complete.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address: Tel No. Fax No.	None
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	
11.2(14)	The following matters will be included in the Risk Register	None
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	Part C3
21.1	The plan identified in the Contract Data is contained in:	Refer to Tender Document
24.1	The key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities:	

Transnet Pipelines

Contract Number: TPL/2024/05/0003/66723/RFP

Description of the Works: : Provision of Fire Standby Services For Various Transnet Pipelines Sites On An “As And When” Required Basis For A Period Of Three Years.

Qualifications:

Experience:

Priced contract with price list

A	The <i>price list</i> is in	Part C2
11.2(12)	The tendered total of the Prices is	R

PART C2: PRICING DATA

Document reference	Title: Provision of Fire Standby Services For Various Transnet Pipelines Sites On An “As And When” Required Basis For A Period Of Three Years	No of pages
C2.1	Pricing instructions: Option A	2
C2.2	Price List	3

C2.1 Pricing instructions: Option A

1.1 The *conditions of contract*

1.2 How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Term Services Contract (TSC), June 2005 (with amendments June 2006 and April 2013) Option A states:

Identified 11
and defined
terms 11.2

(17) The Price for Services Provided to Date is the total of

- the Price for each lump sum item in the Price List which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

(19) The Prices are the amounts stated in the Price column of the Price List, where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

1.3 Fixed Price Contract

1.3.1 All cost will be fixed for the first 12 months and thereafter will be subject to escalation from base date as stipulated in the Contract Data Clause X1. The contract duration is three years.

1.4 Measurement and Payment

1.4.1 The Price List provides the basis of all valuations of the Price for Services Provided to Date, payments in multiple currencies and general progress monitoring.

1.4.2 The amount due at each assessment date is based on activities and/or milestones completed as indicated on the Price List.

1.4.3 The Price List work breakdown structure provided by the Contractor is based on the activity/milestone provided by the Employer. The activities listed by the Employer are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The Price List work breakdown structure is compiled to the satisfaction of the Employer with any additions and/or amendments deemed necessary.

1.4.4 The Contractor's detailed Price List summates back to the activity/milestone provided by the Employer and is sufficient detail to monitor completion of activities related to the operations on the Accepted Plan in order that payment of completed activities may be assessed.

- 1.4.5 The Prices are obtained from the Price List. The Prices includes for all direct and indirect costs, overheads, profits, risks, liabilities, obligations, etc. relative to the contract.

C2.2 Price List

The Tenderer to detail the Price List as per below.

ITEM NUMBER	DESCRIPTIONS	UNIT	ESTIMATED QUANTITY PER CONTRACT TERM	RATE	TOTAL PRICE
1.01	SECTION A: FIRE RESPONSE		Estimated Hours	Rate per hour	
1.01.01	Fire Response Level 1 (Refer to Scope of works under section 6)	hr	480		R
1.01.02	Fire Response Level 2 (Refer to Scope of works under section 6)	hr	640		R
1.01.03	Fire Response Level 3 (Refer to Scope of works under section 6)	hr	96		R
	Sub Total Section 1.01				
1.02	SECTION B: RESCUE RESPONSE		Estimated Hours	Rate per hour	
1.02.01	Confined Space Rescue (Refer to Scope of works under section 6)	hr	320		R
	Sub Total Section 1.02				
1.03	SECTION C: TRAVEL, ACCOMMODATION AND CALL OUT FEE		Estimated km	Rate per km	
1.03.01	Travel /KM	km	30000		R
			Estimated Events	Rate per event/day	
1.03.02	Call Out Fee	Day	192		R
1.03.03	Accommodation	Day	192		R
	Sub Total Section 1.03				
1.04	HEALTH, SAFETY, and ENVIRONMENTAL COMPLIANCE		Number of File	Once off Rate	
1.04.01	Health, Safety and Environmental Compliance	File	1		R
	Sub Total Section 1.04			-	
TOTAL CARRIED TO FORM OFFER				R	

Response Classification and Resource List

Response Classification	Required Resources and Equipment
Confined Space Rescue	x1 Senior Fire Officer
	x2 Fire Fighters
	Rescue Ropes, Anchors & Ancillary Rescue Equipment
	x1 Rescue Tripod
	x4 Self-Containing Breathing Apparatus
	Air Supply Equipment (Minimum of 4 Mask and 40Litres combined)
	x5 Safety Harness
	x2 Gas Monitor
	First Aid Equipment (First Aid Kit)
Fire Response Level 1	x2 Fire Fighters with Full Fire Fighting kit
	Onsite TPL Equipment to be used
Fire Response Level 2	x1 Senior Fire Officer with Full Fire Fighting Kit
	x2 Fire Fighters with Full Fire Fighting Kit
	x1 50 kg DCP Fire Extinguisher
	50 Litres Fire Fighting Foam
	x1 Foam Branch Inductor
	Minimum 2500 L Portable Water Tanker
	x2 Fire Hose and/or Hose reels (30m each)
Fire Response Level 3	x1 Senior Fire Officer with Full Fire Fighting Kit
	x2 Fire Fighters with Full Fire Fighting Kit
	x1 50 kg DCP Fire Extinguisher
	x2 Fire Hose and/or Hose reels (30m each)
	50 Litres Fire Fighting Foam
	x1 Foam Branch Inductor
	x1 Minimum 6000 L Medium Pumper fire engine

Note: Quantities provided herein are estimated quantities based on historical data, for pricing guidance.



Document Title:

C3: SCOPE OF SERVICES

Project Title:

**PROVISION OF FIRE STANDBY SERVICES FOR VARIOUS TRANSNET PIPELINES
SITES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF THREE
YEARS**

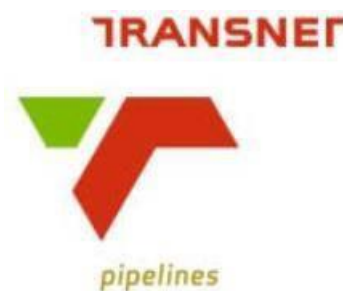


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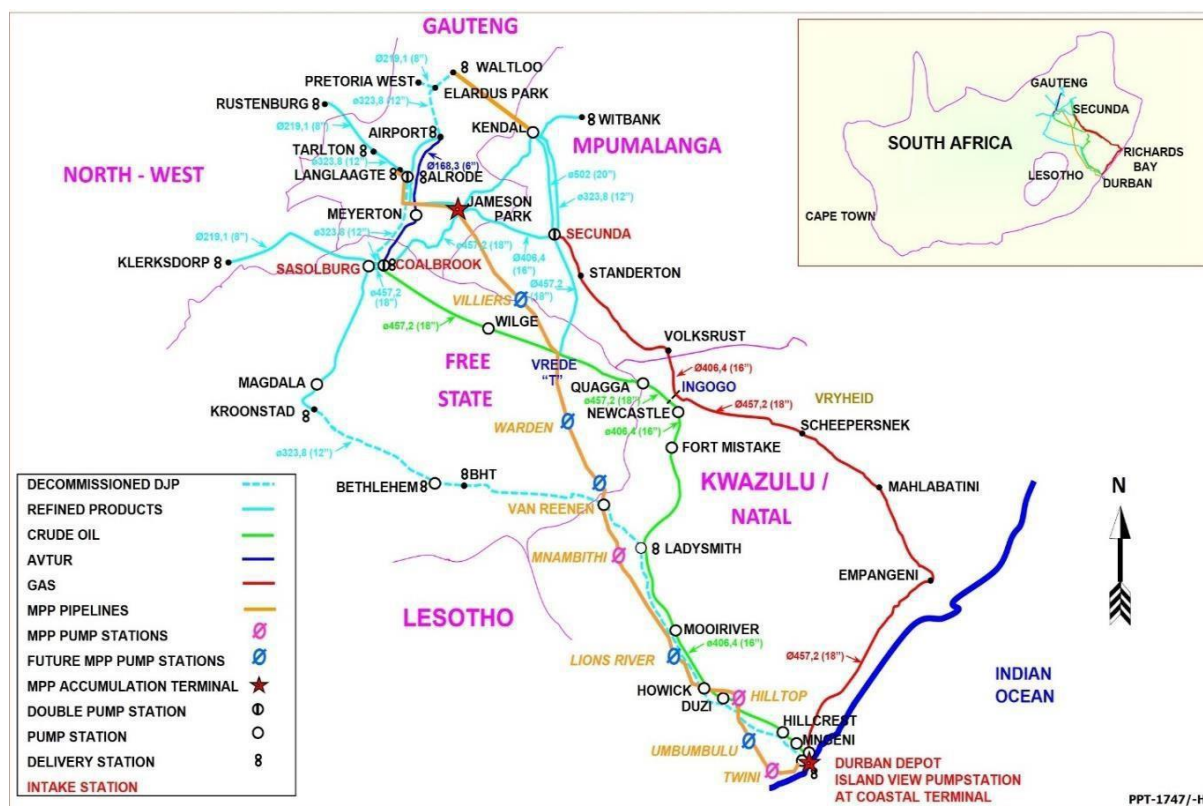
1. Project

The appointment of a Fire & Rescue Standby Services at Transnet Pipelines (TPL) facilities and the pipeline network situated in Gauteng, Mpumalanga, Free State, KwaZulu Natal, and North-West provinces, as and when required for three years.

2. Executive Overview

Transnet Pipelines (TPL), a division of Transnet SOC Ltd, provides strategic pipeline infrastructure for the petroleum and gas industries of South Africa. Established in 1965, TPL owns, maintains, and operates a network of 3 114 km of high-pressure petroleum and gas pipelines. The pipeline transverses five different provinces (Kwa-Zulu Natal, Gauteng, Northwest, Free States and Mpumalanga) ensuring security of supply of petroleum products into the inland market, as per Figure 1 below.

Figure 1: Transnet Pipelines Geographic Footprint



3. Employer's objectives

The objective of employing Fire & Rescue Standby Services is to enhance safety and fire prevention across TPL. It is therefore crucial that TPL has a contract in place with sufficient funds to ensure that all high-risk activities with the potential of fire are managed properly and that all fire incidents that may occur are dealt with immediately. The objectives of this contract are to reduce impacts on the public, and the environment, and reduce business interruptions.

4. Abbreviations

The following abbreviations are used in this document:

Table 1: Abbreviations

Abbreviation	Meaning given to the abbreviation
PPE	Personal Protective Equipment
SANS	South African National Standard
TPL	Transnet Pipelines
SAESI	South African Emergency Services Institute
NKP	National Key Point
ERP	Emergency Response Plan
SAPS	South African Police Services

5. Work to be undertaken.

The scope of work to provide fire and rescue standby services which includes the following:

- 5.1 The appointed service provider's employees must attend TPL induction every 12 months.
- 5.2 The appointed service provider is required to sign task-specific risk assessment and work permit before the commencement of any work on site.
- 5.3 Attendance registers for all personnel doing standby for each shift/ day must be signed daily by the TPL representative at the end of each shift.
- 5.4 Successful bidder shall be required to have adequate resources to accommodate day and night shifts in line with Labour Relations Act, 66 of 1995 requirements. Personnel must only work a maximum of 12-hour shifts. Arrangements for relief must be made for all work exceeding 12 hours.
- 5.5 Putting measures in place to control and secure the incident site for investigation purposes where fire has occurred while doing fire standby.
- 5.6 Confirming the status of the on-site fire-fighting system to ensure sufficient resources are allocated for the duration of the work to be performed.
- 5.7 Participate in on-site emergency drills should such a drill take place while fire standby is being provided on-site.
- 5.8 Liaise with external emergency responders in conjunction with TPL Authorities for support during fire incidents.
- 5.9 Provision of appropriate fire-fighting equipment and suitably competent & qualified personnel to perform the task.
- 5.10 Ensuring that the site is kept clean and tidy for the duration of work.
- 5.11 Ensure personnel performing fire standby are always wearing correct fire-fighting PPE and Rescue PPE for the duration of the standby (BS. EN 469:2005/2020 and EN 533:1997

Level 3, SANS 16073).

6. General Requirements

- 6.1 TPL will only be reliable for any damaged equipment proven to have been used by the TPL employee. The service provider should make equipment replacement provision for any wear and tear, equipment damage, and missing items used during and by the service provider under the TPL task order.
- 6.2 For all call-out standby service requests, the successful bidder shall be on site within three hours from the time of a call/request. Penalties shall be imposed as per the contract penalty clause in the amount of R30 000 for each delay.
- 6.3 Tenderers to ensure First Aid qualification submitted must be kept valid for the duration of the contract.

Table 2: Response Classification Scenarios

Response Classification	Required Resources and Equipment
Confined Space Rescue	x1 Senior Fire Officer
	x2 Fire Fighters
	Rescue Ropes, Anchors & Ancillary Rescue Equipment
	x1 Rescue Tripod
	x4 Self-Containing Breathing Apparatus
	Air Supply Equipment (Minimum of 4 Mask and 40Litres combined)
	x5 Safety Harness
	x2 Gas Monitor
	First Aid Equipment (First Aid Kit)
Fire Response Level 1	x2 Fire Fighters with Full Fire Fighting kit
	Onsite TPL Equipment to be used
Fire Response Level 2	x1 Senior Fire Officer with Full Fire Fighting Kit
	x2 Fire Fighters with Full Fire Fighting Kit
	x1 50 kg DCP Fire Extinguisher
	50 Litres Fire Fighting Foam
	x1 Foam Branch Inductor
	Minimum 2500 L Portable Water Tanker
	x2 Fire Hose and/or Hose reels (30m each)
Fire Response Level 3	x1 Senior Fire Officer with Full Fire Fighting Kit
	x2 Fire Fighters with Full Fire Fighting Kit
	x1 50 kg DCP Fire Extinguisher
	x2 Fire Hose and/or Hose reels (30m each)
	50 Litres Fire Fighting Foam
	x1 Foam Branch Inductor
	x1 Minimum 6000 L Medium Pumper fire engine

- 6.4 All planned (Maintenance and projects task-related) Fire and rescue standby requests shall only commence upon accepted quotation.
- 6.5 The successful contractor shall be required to always provide minimum staff personnel on a day-to-day basis to cover all potential requests for the entire pipeline network including all depots.
- 6.6 Ensure that it is safe to perform works around piping and tanks which includes taking gas

readings throughout the day before recommencing works, etc.

- 6.7 Successful bidders shall be required to sign confidentiality forms as per NKP requirements and be vetted by SAPS (Criminal record checks).
- 6.8 All incidents and injuries shall be reported to a TPL representative before the end of shift, if not immediately. Service provider and its employees shall be required to participate in the incident investigation processes, as and when deemed necessary by TPL.

7 Deliverables

- 7.1 Daily site reports signed job cards, and invoices to be submitted every week to TPL project manager.
- 7.2 Fit for purpose fire standby personnel and equipment for the task to be done.
- 7.3 The successful contractor shall be required to develop an Emergency Response Plan (ERP) for acceptance by TPL. ERP shall demonstrate how the contractor is going to respond to any Fire or rescue incident while performing the standby.
- 7.4 The tenderer shall provide a resource distribution plan for all sites, refer to Table 3 below, which shall include response time, travel distances, accommodation requirements, and after- hour/weekend support.

8 Contractor's general safety requirements for Health and Safety

- 8.1 The Contractor will provide Transnet Pipelines with the required Health and Safety documentation before work on site begins. Once the Contractor's Health & Safety file is approved, the awarded contractor will be permitted to commence work.
- 8.2 Only one (1) SHE File must be submitted for the duration of the contract.
- 8.3 The SHE file must include but not limited to the following documents:
 - 8.3.1 A valid Letter of Good Standing with the Workman's compensation.
 - 8.3.2 Proof of relevant insurances to carry out work.
 - 8.3.3 Contractor Health & Safety Plan correlating with Transnet Contractor Management Procedure (TRN-IMS-GRP-PROC-014) submitted and approved.
 - 8.3.4 Copies of TPL & Contractor's health, Safety & Environmental Policies
 - 8.3.5 Mandatory agreement as per section 37.2 of the OSHACT. Act 85 of 1993 and CR 5.1(K)
 - 8.3.6 Risk Assessments, Method statements and Safe Working Procedures
 - 8.3.7 Employee scope of work.
 - 8.3.8 Proof of site-specific induction (Contractor).
 - 8.3.9 Copy of ID Document.
 - 8.3.10 Legal Letter of Appointment.
 - 8.3.11 Abbreviated CV for the management and Legal appointees.
 - 8.3.12 Proof of competence.

- 8.3.13 Valid entry medical certificate of fitness done by an Occupational Health Practitioner.
- 8.3.14 Project Specific Risk Assessment indicating the full scope of work and risk profile.
- 8.3.15 Organogram of reporting structure including contact details.
- 8.3.16 Copy of nominated responsible person to conduct inspections and proof of their competency.
- 8.3.17 The contractor to ensure that their Health & Safety Management plan as well as their Baseline Risk Assessment includes the management of communicable diseases.

9 Security Screening

- 9.1 The contractor will be expected to go through security screening prior to being given access to Transnet Pipeline premises.
- 9.2 The following documents are needed from the company: -
 - 9.2.1 Company registration number.
 - 9.2.2 CIPC registration.
 - 9.2.3 Company TAX clearance TCS Pin.
 - 9.2.4 Copies of ID of directors.
 - 9.2.5 Fingerprints of directors (Use SAP 91) to be found at local SAPS. Original fingerprints must be submitted.
 - 9.2.6 Copies of ID of employees who will be working on site.
 - 9.2.7 Fingerprints of employees who will be working on-site (Use SAP 91) to be found at local SAPS. Original fingerprints must be submitted.

Note: Please take note that SSA takes up to 8 weeks for screening to take place once all required documentation has been submitted.

10 Distance Travelling

Tenderers shall be required to put their point of Origin /Office address to determine the distance travel and the cost. The distances relating to response on the pipeline servitude shall be calculated case by case as and when the services are required. The below point of origin shall be used to determine kilometres of travel for services applicable to the site/depot. The successful bidder shall be required to respond to both Gas & liquid pipelines as defined by TPL. Tenderers are requested to refer to Annexure A for the addresses and co-ordinates for the TPL sites referenced in Table 3.

Table 3: Locations for Reference

NO	DEPOT/STATION	Location: Tenderers Reference Point	Total Kilometres
		From:	
1	Airport		
2	Alrode		
3	Coalbrook		
4	Kendal		
5	Klerksdorp		
6	Kroonstad		
7	Jameson Park terminal		
8	Langlaagte		
9	Magdala		
10	Rustenburg		
11	Sasolburg		
12	Secunda		
13	Tarlton		
14	Waltloo		
15	Witbank		
16	Meyerton		
17	Bethlehem		
18	Newcastle		
19	Ladysmith		
20	Mnambithi		
21	Van reenen		
22	Wilge		
23	Fort mistake		
24	Quagga		
25	Warden		
26	Duzi		
27	Empangeni		
28	Hillcrest		
29	Howick		
30	Mooiriver		
31	Durban pump station		
32	Twini		
33	Hilltop		
34	Mngeni		
35	Scheepersnek		
36	Standerton workshop		
37	Island View		

Annexure A:

TPL Sites Addresses:

#	Plant	Depot/Pump Station	Site Description	House no/street	Street Postal code	City	P.O. Box	Postal code
	ALR1	Alrode	Operations	35 Garfield Street, Alberton		Alrode	11050	1451
	APT1	Airport	Operations	opposite 40 Springbok Road	1459	Boksburg	15130	1472
	BEM1	Bethlehem	Operations	Joubert Street	9701	Bethlehem	521	9700
	CBK1	Coalbrook	Operations	Jan Haak Rd (Ent Natref Gate)	1947	Sasolburg	2074	1947
	DNR1	Durban	Operations	Cnr Abadan & Sumatra Rd	4052	Island View	21970	4036
	DUZ1	Duzi	Operations	Ottos Bluff Rd, Dunimarle		Pietermaritzburg	151	3600
	EMG2	Empangeni	Technical	cnr. Steelway & Bronze Streets		Empangeni	7233	3910
	FTM1	Fort Mistake	Operations	off N11 Ladysmith-Newcastle		Fort Mistake	151	3600
	HLR1	Hillcrest	Operations	Shongweni Rd (adjacent Plantations)	3610	Hillcrest	591	3650
	HWR1	Howick	Operations	Old Main Road - North (opp Nursery)	3290	Howick	873	3290
	JMP	Jameson Park	Operations	off Poortjie Rd on R42 to Nigel		Heidleberg	967	1438
	KDL1	Kendal	Operations	road to Hooglandboerdery adj Alpha Mine		Kendal	3831	1035
	KRO1	Kroonstad	Operations	1st Avenue, Gunhill	9499	Kroonstad	1613	9500
	KRP1	Klerksdorp	Operations	Mahogany Avenue		Klerksdorp	20031	2575
	LAY1	Ladysmith	Operations	Hyde Rd, TFR Industrial site	3370	Ladysmith	755	3370
	LLA1	Langlaagte	Operations	46 Main Reef Rd, Industria	2093	Langlaagte	43527	2042
	MGA1	Magdala	Operations	Edinville Rd (R34)		Magdala	1613	9500
	MGN1	Mngeni	Operations	Stockville Rd, Mahogany Ridge		Westmead	151	3600
	MRR1	Mooi River	Operations	District Rd (D54)		Mooi River	151	3600
	MTN1	Meyerton	Operations	Bloemendale Rd (28.11481032, -26.57814435)		Henley on Klip		
	NCS1	Newcastle	Operations	56 Marconi Street		Newcastle	25204	2940
	QGA1	Quagga	Operations	Farm Road (P213)		Quagga	11	3100
	RTR1	Rustenburg	Operations	4 Escom Street	0299	Rustenburg	7700	0300
	SBG1	Sasolburg	Operations	Cnr Henry & Bergius Street	1947	Sasolburg	1943	1947
	SCN2	Scheepersnek	Technical	Main Rd Dundee to Vryheid (MR34)	3100	Vryheid	11	3100
	SEC1	Secunda	Operations	Near Brandspruit Mine, adjacent SASOL		Secunda	3277	2302
	SNR2	Standerton	Technical	Heidelberg Road (R23)		Standerton	768	2430
	TLR1	Tarlton	Operations	Cnr Rustenburg / Ventersdorp R		Tarlton	316	1749
	VRN1	Van Reenen	Operations	District Rd D284		Van Reenan	755	3370
	WAO1	Waltloo	Operations	4 Alwyn Street, Waltloo	0184	Pretoria	912-1055	0127
	WIL1	Wilge	Operations	S159, Frankfort		Wlige Rivier	151	3600
	WIR1	Witbank	Operations	9 Schoonland Drive, Ferrobank	1034	Witbank	3831	1035
	MBT	Mnambithi	Operations	29.6130796, -28.6157813		Ladysmith near N3 Highway		
	WDN	Warden	Operations	29.1532318, -27.8283026		Warden		
	TNI	TWINI	Operations	305 old Main Road, Amanzimtoti, kwaMakhutha		Durban		4001
	HTP	Hilltop	Operations	Transnet Hilltop Pumpstation, Wartburg (-29.5511998,30.4493090)		Pietermaritzburg		3201
	IVW	Island View	Operations	Island View Cutler- Port Terminal,		Durban		4001