



Transnet Pipelines

Tender Number: TPL/2022/08/0231/8878/RFP

Description of the Service: PROVISION OF EQUIPMENT AND RESOURCES FOR THE MOVING, LIFTING AND SORTING OF MATERIALS AND PLANT FOR TRANSNET PIPELINES ISLAND VIEW ACCUMULATOR TANKS PROJECT AND ASSOCIATED WORKS AND PROJECTS FOR A PERIOD OF 36 MONTHS

## C1.1 Form of Offer & Acceptance

### Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

### THE PROVISION OF EQUIPMENT AND RESOURCES FOR THE MOVING, LIFTING AND SORTING OF MATERIALS AND PLANT FOR TRANSNET PIPELINES ISLAND VIEW ACCUMULATOR TANKS PROJECT AND ASSOCIATED WORKS AND PROJECTS FOR A PERIOD OF 36 MONTHS

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:

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## Acceptance

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

The terms of the contract, are contained in:

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

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**

\_\_\_\_\_  
(Insert name and address of organisation)

Name & signature of witness \_\_\_\_\_ Date \_\_\_\_\_



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## Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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)

(Insert name and address of organisation)

Name &  
signature  
of witness

Date



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## C1.2 Contract Data

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

Clause	Statement	Data
<b>1</b>	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option	<b>A:</b> Priced contract with price list
	and secondary Options	<b>W1:</b> Dispute resolution procedure
		<b>X1:</b> Price adjustment for inflation
		<b>X2:</b> Changes in the law
		<b>X18:</b> Limitation of liability
		<b>X19:</b> Task Order
		<b>Z:</b> <i>Additional conditions of contract</i>
		<b>Z1:</b> Obligations in respect of Termination
		<b>Z2:</b> Right Reserved by Transnet to Conduct Vetting through SSA
		<b>Z3:</b> Clause Relating to Collusion in the Construction Industry
		<b>Z4:</b> Protection of Personal Information Act
	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: <b>Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000</b>
Having elected its Contractual Address for the purposes of this contract as:		<b>202 Anton Lembede (Smith Str.) Durban 4001</b>
Tel No.		<b>031 361 2219</b>
10.1	The <i>Service Manager</i> is (name):	<b>Siyabonga Mnikathi</b>
	Address	<b>TM1 Site Offices Corner off Trinidad and Iran Road, Island View</b>
	Tel	<b>TBC</b>
	e-mail	<b>siyabonga.mnikathi@transnet.net</b>
11.2(2)	The Affected Property is	<b>TPL TM 1 IVW Accumulator Tanks Project Site</b>
11.2(13)	The <i>service</i> is	<b>THE PROVISION OF EQUIPMENT AND RESOURCES FOR THE MOVING, LIFTING AND SORTING OF MATERIALS AND PLANT FOR TRANSNET PIPELINES ISLAND VIEW ACCUMULATOR TANKS PROJECT AND ASSOCIATED WORKS AND PROJECTS FOR A PERIOD OF 36 MONTHS</b>
11.2(14)	The following matters will be included in the Risk Register	<b>None</b>
11.2(15)	The Service Information is in	<b>The Scope of Services</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>2 weeks</b>
<b>2</b>	<b>The Contractor's main responsibilities</b>	
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>N/A</b>
<b>3</b>	<b>Time</b>	

30.1	The <i>starting date</i> is.	
30.1	The <i>service period</i> is	
<b>4</b>	<b>Testing and defects</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>25<sup>th</sup> (twenty fifth) day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>
51.2	The period within which payments are made is	<b>Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b>
51.4	The <i>interest rate</i> is	<b>The prime lending rate of the Standard Bank South Africa.</b>
<b>6</b>	<b>Compensation events</b>	<b>No additional data is required for this section of the conditions of contract.</b>
<b>7</b>	<b>Use of Equipment Plant and Materials</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional Employers risks	<b>None</b>
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>Service Provider</i> ) caused by activity in connection with this contract for any one event is:	<b>Whatever <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.</b>
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:	<b>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.</b>
83.1	The <i>Contractor</i> liability to the <i>Employer</i> for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:	<b>The Total of the Prices.</b>
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:	<b>The Total of the Prices.</b>

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:	<b>The Total of the Prices.</b>
<b>9</b>	<b>Termination</b>	<b>There is no Contract Data required for this section of the <i>conditions of contract</i>.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	
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	<b>4 weeks.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is (Name)	<b>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:  If no <i>Adjudicator nominating body</i> is entered, it is	<b>The Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>
	The place where arbitration is to be held is	<b>Durban, Kwa Zulu Natal, South Africa</b>
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>
<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X1</b>	<b>Price adjustment for inflation</b>	
X1.1	The <i>base date</i> for indices is	<b>February 2024</b>
	The proportions used to calculate the Price Adjustment Factor are:	
		<b>Proportion linked to index for Index prepared by</b>

<b>0.30</b>	<b>Labour (People)</b>	<b>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.</b>
<b>0.08</b>	<b>Material (Electrical)</b>	<b>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.</b>
<b>0.15</b>	<b>Material (Mechanical)</b>	<b>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.</b>
<b>0.21</b>	<b>Plant (Equipment)</b>	<b>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.</b>
<b>0.10</b>	<b>Material (Civil)</b>	<b>The "Civil Engineering Material - Total" index in Table 6 (Civil engineering material price indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.</b>



		<b>0.01</b>	<b>Fuel</b>	<b>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.</b>
		<b>0.15</b>	<b>Non-adjustable</b>	
		<b>1.00</b>		
<b>X2</b>	<b>Changes in the law</b>			
X2.1				<b>The law of the project is - The Republic of South Africa subject to the jurisdiction of the courts of South Africa</b>
<b>X18</b>	<b>Limitation of liability</b>			
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to			<b>Total of the Prices</b>
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to			<b>The deductible of the relevant insurance policy</b>
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to			<b>The cost of correcting the defect.</b>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to			<b>Total of the Prices.</b>
X18.5	The <i>end of liability date</i> is			<b>3 years after the end of the <i>service period</i>.</b>
<b>X19</b>	<b>Task Order</b>			
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within			<b>5 days of receiving the Task Order</b>
<b>Z</b>	<b>Additional conditions of contract</b>			
<b>Z2</b>	<b>Right Reserved by Transnet to Conduct Vetting through SSA</b>			



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Z2.1	<p>Transnet reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:</p> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> </ol>
<b>Z3 Additional clause relating to Collusion in the Construction Industry</b>	
Z3.1	<p>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.</p>
<b>Z4 Protection of Personal Information Act</b>	
Z4.1	<p>The <i>Employer</i> and the <i>Contractor</i> 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</p>

## 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.	
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	.....
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	.....
21.1	The plan identified in the Contract Data is contained in:	.....
24.1	The key persons are:	
	1 Name:	.....
	Job:	.....
	Responsibilities:	.....
	Qualifications:	.....
	Experience:	.....
	2 Name:	.....
	Job	.....
	Responsibilities:	.....
	Qualifications:	.....
	Experience:	.....
		.....

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**CV's (and further key person's data including CVs) are in .....**

<b>A            Priced contract with price list</b>		
11.2(12)	The <i>price list</i> is in	.....
11.2(19)	The tendered total of the Prices is	<b>R.....</b>

## PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	2
C2.2	Price List	4

## 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 September 2006 and April 2013) Option A states:

**Identified 11  
and defined  
terms**

11.2 (13) To Provide the Service means to do the work necessary to provide the service in accordance with this contract and all incidental work, services and actions which this requires.

(17) The Price of 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 Measurement and Payment

1.3.1 The Price List provides the basis of all valuations of the Price for Services Provided to Date.

1.3.2 In support of the *Contractor's* monthly payment application, the *Contractor* will submit time sheets (signed by the *Employer*).

1.3.3 The prices quoted in the tender are deemed to be a "wet rate" which is inclusive of fuel as well as an operator for the duration of the contract.

1.3.4 The Prices are obtained from the Price List. The Prices includes for all direct and indirect costs, overheads, profits, risks, liabilities, obligations and relevant fee percentage relative to the contract.

1.3.5 The prices quoted must include all risk insurance and Third party liability.

1.3.6 The prices quoted shall include for all mobilisation/ de-mobilisation cost for equipment and transport to site for start and completion of the *Services* with the exception of the 25T mobile crane and 7T forklift as this will be charged separate for each occurrence when required.

- 1.3.7 The *Employer* reserves the right to reduce the rental period for the equipment should the equipment no longer be required.

## 1.4 Escalation

- 1.4.1 This contract will be subject to annual escalation, aligned to the published CPI (Consumer Price Index).

## C2.2 Price List

### GENERAL SERVICES

#### PREAMBLES

The Tenderer is required to provide all Equipment as set out in the pricing data and corresponding Service Information.

The Tenderer is to supply Equipment as listed in the table below which is in a good working condition and compliant with relevant Health & Safety Requirements.

Rates quoted in the tender are deemed to include for the following:

- Fuel for all equipment.
- Hoists, slings, shackles and chains required.
- Transport of employees to and from site daily.

The duration stipulated below is based on an 8hr working day, the amount due will be based on actual hours worked.

In the case of the Hiab crane truck and flatbed truck and trailer, no mobilisation cost is allowed for as rate to include for travelling to site

The flatbed trailer and truck should be suitably long enough to accommodate a 12m park home container.

The 25T mobile crane will be required on an adhoc basis and as such the mobilisation and demobilisation will be applied separately.



	Description	Unit	Quantity (a)	Rate per unit (c)
1	7T Diesel Forklift or equivalent (wet rate) including operator	Hrs	1	R
2	Mobilisation of 7T Diesel Forklift	No	1	R
3	De-Mobilisation of 7T Diesel Forklift	No	1	R
4	12t (or Similar HIAB crane truck or equivalent (wet rate) including operator	Hrs	1	R
5	12t (or Similar HIAB crane truck or equivalent) travel to site	Km	-	R
6	Flatbed trailer and truck (wet rate) including operator	Hrs	1	R
7	Flatbed trailer and truck travel to site	Km	-	R
8	25t all terrain mobile crane (wet rate) including operator	Hrs	1	R
9	Mobilisation of 25t all terrain mobile crane	No	1	R
10	De-mobilisation of 25t all terrain mobile crane	No	1	R
11	Qualified Riggers	Hrs	1	R
12	Qualified Riggers assistant	Hrs	1	R
13	General workers	Hrs	1	R
14	Entry Medical and induction for all employees (Forklift operator, truck driver, Crane truck driver, mobile crane operator, supervisor, 1No riggers and 2No rigger assistants.)	No	1	R
15	Exit medical for all employees (Forklift operator, truck driver, Crane truck driver, mobile crane operator, supervisor, riggers and rigger assistants.)	No	1	R
16	20 ton hiab crane operator	Hrs	1	R
17	20 ton hiab crane truck rear mounted	Hrs	1	R
18	20 ton hiab crane truck rear mounted travel to site	Km	-	R
19	Temporary storage of equipment by the service provider should it be required, and the service provider is to provide a	m <sup>2</sup>		R

	rate only price for this activity (Rate per Metre square).			
20	Delivery of Equipment and material to a TPL identified depot should it be required, and the service provider is to provide a rate only price for this activity (Rate per km).	km		
21	Provision of Safety File	No	1	R

- All disbursements costs to be included in rates if any

## **PART C3: SCOPE OF WORK**

### **C3.1 SERVICE INFORMATION**

**PROVISION OF RIGGING SERVICES (EQUIPMENT AND RESOURCES) FOR THE MOVING, LIFTING AND SORTING OF MATERIALS AND PLANT FOR TRANSNET PIPELINES ISLAND VIEW ACCUMULATOR TANKS PROJECT AND ASSOCIATED WORKS AND PROJECTS FOR A PERIOD OF 36 MONTHS**

**REVISION 02: FINAL**

## 1 DOCUMENT REVISION CONTROL

REVISION NUMBER	DATE	DISTRIBUTION/ REVISION	PREPARED BY	REVIEWED BY	APPROVED BY
00	2022-06-28	First Draft	Siyabonga Mnikathi	Amit More	Shiven Panday
01	2022-08-12	CFST	Siyabonga Mnikathi	Amit More	Shiven Panday
02	2022-08-15	Final	Siyabonga Mnikathi		Shiven Panday

## 2 GLOSSARY

IVW	- Island View
NEC 3	- New Engineering Contract
OHS	- Occupational Health and Safety Act
PMT	- Project Management Team Offices
PPE	- Personal Protective Equipment
TM1	- Terminal 1
TPL	– Transnet Pipelines

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## 4 TRANSNET PIPELINES BACKGROUND

Transnet Pipelines (TPL), an operating division of Transnet SOC Ltd, provides strategic pipeline infrastructure, with associated world class pipeline logistics, for the petroleum and gas industries of South Africa. This is done in partnership with our customers and stakeholders thereby assuring the sustainable development imperative.

Established in 1965, Transnet Pipelines owns, maintains and operates a network of some 3100km of high-pressure petroleum and gas pipelines. Transnet Pipelines transports an average of 17 billion litres of fuel per annum. This includes diesel, unleaded petrol, aviation turbine fuel and crude oil.

## 5 PROJECT BACKGROUND

The NMPP Phase 1 Project included the construction of the following:

- a 24" trunkline from Durban to Jameson Park;
- Inland Network pipelines from Kendal to Waltloo; Jameson Park to Alrode; and Alrode to Langlaagte.
- 3 pump stations and 2 metering stations; and
- Two Terminals at Island View and Jameson Park.

All of the above have been completed with the exception of the Island View Terminal. Due to the failure of the tank construction an interim tight-lining solution was implemented to commission the trunkline into multiproduct use. The tank construction and connections from the intake manifold into the trunkline at Island View, Durban, must be completed in order to facilitate the original design capacity of the NMPP Project.

TPL has hence recommenced the Accumulator Tanks rebuild project titled the TPL IVW Accumulator Tanks Project. The materials and equipment for the project are stored at the TPL IVW Accumulator Tanks Project at Cutler site sheds and laydown areas.

## 6 SCOPE OF SERVICE

The TPL IVW Accumulator Tanks project is currently at a stage where the feasibility phase, has been recently completed by the EPCM appointed by Transnet. The project awaits final investment decision on the execution phase of the project.

Included in the EPCM feasibility phase scope was the audit of materials and equipment delivered to site, or already installed on site that shall undertake preservation / refurbishment activities.

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This document covers Transnet Pipeline's requirement for the provision of rigging equipment and resources by an external rigging service provider to primarily support preservation / refurbishment activities by moving, lifting and sorting of materials and plant to provide access to facilitate the preservation / refurbishment works and other execution phase works to the project as a whole or related projects such as the NMPP 1a project, TFIT project, etc.

The estimated (but not limited to) list of equipment and materials to be moved, lifted and sorted are the following:

- Various sizes (1inch to 30inch diameter) and lengths of steel and HDPE Piping and Spool pieces,
- Various sizes (1inch to 30inches diameter) pipe of Steel and HDPE fittings,
- Firefighting equipment and valves,
- Access Platforms, Walkways and Cross-overs,
- Flush Tanks Pumps,
- Electrical Panels,
- Switchgear and battery chargers
- Inverters,
- Motor control centres,
- Instruments,
- Different sizes of Process Valves,
- Electrical Cables Drums,
- Sump Pumps,
- Booster Pumps,
- Booster Pumps Motors.
- Concrete kerbing, covers, culverts, etc.

A provision shall be allowed in the services, for the temporary storage of equipment by the service provider should it be required, and the service provider is to provide a rate only price for this activity.

A similar provision is to be allowed for delivery of equipment and material to a TPL identified depot on a rate only basis.

## **6.1 Service information**

### **6.1.1 Description of the Service and Executive Overview**

The Contractor shall provide an efficient and effective team of resources and equipment to carry out the moving, lifting and sorting of equipment and materials at the IVW Accumulator Tanks site offices based in Bayhead Road in Island View.

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The service shall be rendered at the sites that are located at Transnet Coastal Terminal on the IVW Accumulator Tanks project, refer to Table below for specific details.

<b>Address (IVW Tanks Site)</b>	No. 1 Taiwan Road, Bayhead, Island View, Durban.
<b>Site Owner</b>	Transnet
<b>Location summary</b>	The sites are situated in the IVW Tanks construction area, Cutler Complex

**Note:** The TPL Island View Tanks Site is within the Cutler Complex that has restricted access.

The Contractor shall provide all labour, equipment, supervision and applicable licences and permits to perform relocation and sorting of equipment and materials. The services shall be rendered on an "as and when" basis based on the NEC3 Term Service - Option A type contract.

	<b>EQUIPMENT</b>	<b>STAFF / RESOURCES</b>	<b>FREQUENCY</b>
a)	Provision of a 7-ton diesel Forklift (or equivalent) will be required on site, used intermittently based on the specific task over the period to load and / or move large Plant and Materials. The service is inclusive of fuel and other rigging apparatus / consumables such as slings, etc.	The provision of the forklift is to include for a qualified forklift operator and the necessary rigging equipment to carry out the tasks.	As and when required
b)	Provision of 2 x 20-ton rear mounted HIAB or equivalent crane (20 ton lift) fitted on a suitably sized truck (or similar) with drop side will be required on site, used intermittently based on the specific task over the period to load and/or move large Plant and Materials. The service is inclusive of fuel and other rigging apparatus / consumables such as slings, etc.	The provision of the 20-ton crane truck is to include for a qualified 2 x riggers 2 x crane operator, 2 x truck drivers and the necessary rigging equipment to carry out the tasks.	As and when required
c)	Provision of 2 x 12-ton rear mounted HIAB or equivalent crane (12 ton lift)	The provision of the 12-ton crane truck is	As and when required

	fitted on a suitably sized truck (or similar) with drop side will be required on site, used intermittently based on the specific task over the period to load and/or move large Plant and Materials. The service is inclusive of fuel and other rigging apparatus / consumables such as slings, etc.	to include for a 2 x qualified riggers, 4 x rigger assistances and the necessary rigging staff to carry out the tasks.	
d)	Provision of a 25-ton all-terrain mobile crane to load and/or large Plant and Materials. The service is inclusive of fuel and other rigging apparatus / consumables such as slings, etc.  <u>Note:</u> that the crane will be required on an "ADHOC" basis with a minimum hire period of 2 consecutive days. The crane to include a qualified operator and fuel.	The provision of the 25-ton all-terrain mobile crane is to include for a qualified crane driver / crane operator and the necessary rigging equipment to carry out the tasks.	As and when required
e)	Provision of a 12m Lowbed truck or Transporter to load and transport various Equipment and Materials, inclusive of fuel and other rigging apparatus / consumables such as slings, etc.	The provision of the 12m Lowbed truck or Transporter is to include for a qualified driver and the necessary equipment to carry out the tasks.	As and when required
F)	Provision of 6 x General workers		As and when required

### 6.1.2 Staff Requirements and Supervision

- The Contractor shall provide all the staff or resources for the execution of the service.
- During unforeseen cases, the Contractor shall provide relief staff within 1 (one) hour in the event of any site personnel being absent.
- The Contractor is to ensure all staff are equipped with the required PPE to carry out their duties. This is to include the additional Covid 19 PPE as per the Employers requirements should it be required.
- The Contractor's staff will report to the Project Material Controller or his delegated appointee at the start of each working day and will take instructions from him directly.

- The Contractor shall ensure that their staff comply with OHS Act 85 of 1993 provision, especially the driven Machinery Regulations 18 (11).

### 6.1.3 Equipment, Materials and Consumables

- The Contractor shall provide all necessary equipment and PPE for the execution of the work. As minimum requirement, Contractor shall allow:
  - Steel cap boots,
  - Full length overall, either 1 piece or 2 piece,
  - Hard hat,
  - Reflective vest,
  - Safety glasses and ear protection,
  - Covid 19 disposable or non-disposable masks, gloves etc.
- The Contractor will furnish Transnet with the required Health and Safety documentation prior to the commencement of work on site. Once the Contractor's Health & Safety file is approved a site induction will be conducted by the Employer then only will the Contractor be permitted to commence work.
- All equipment to be kept in good and safe condition at all times and will comply with all safety regulations.

### 6.1.4 Working Hours

- Operations will be conducted between 08:00 and 12:00 and 12:30 to 16:30 from Mondays to Fridays inclusive.

### 6.1.5 Contractor's general safety requirements for Health and Safety

The Contractors prior to entering the site must furnish the Employer with a Health and Safety file. The SHE file must include but not limited the following documents:

1. A valid letter of Good Standing with the works man compensation.
2. And proof of relevant insurances to carry out work as per returnable T2.2-19.
3. Contractor's Health and Safety Plan correlating with Transnet Contractor Management Procedure, TRN-IMS-GRP-PROC-014 submitted and approved.
4. Copies of TPL and Contractor's Health, Safety & Environment Policies.
5. Mandatory agreement as per section 37.2 of the OSHACT. Act 85 of 1993 and CR 5.1 (K).

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6. Employee Induction packs shall include the following documents:

- Employee scope of work;
  - Proof of site specific induction (Contractor);
  - Copy of ID Documents;
  - Legal Letter of Appointment;
  - Abbreviated CV for the management and legal appointees;
  - Proof of competence;
  - Valid entry medical certificate of fitness done by an Occupational Health Practitioner;
  - Baseline Risk Assessment indicating the full scope of work and risk profile.
7. The contractor must comply with the COVID-19 Post Lockdown Construction Site Health and Safety Guidelines- IMS-HS-SOP-009.001 and COVID-19 Health Care Waste Management -IMS-ENV-SOP-009.001
8. Copy of equipment registered to be used with copy of each item's inspection checklist.
9. Copy of nominated responsible person to conduct monthly inspections and proof of their competency.
10. Organogram of reporting structure: This document must provide all persons appointed in terms of OHS Act and Regulations (85 of 1993) including contact details. (rev, date, approval) All other statutory registers as required by the OHS Act No. 85 of 1993.
11. The Contractor is required to provide periodic (annual) and exit medicals for the duration of the contract.

The Contractor shall comply with the requirements of Transnet Pipelines Contractor Management Procedure TRN-IMS-GRP-PROC-014, OHS Act 85 of 1993, its applicable regulations, and any laws applicable in the terms of Health and Safety.

## 7 ENVIRONMENTAL REQUIREMENTS

### 7.1 General Requirements for Environmental Management

All work is to be conducted in accordance with the principles of the National Environmental Management Act, 1998 (Act No. 107 of 1998) but not limited to other applicable regulations as well as acceptable environmental good practices. The following Project Environmental Specifications (PES) included in the Annexures of works information provide the minimum acceptable standards that shall be adhered to for this contract:

- Transnet Integrated Management Systems (TIMS) Policy Commitment Statement.
- Project Environmental Authorisation (Reference Number 12/12/20/735).

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- Project Environmental Management Plan (EMP) (Reference No. 2684358-J-AOO-EN-RP-005 Rev 5).

The contractor shall perform the works within the site and working areas having due regard to the environment and to environmental management practices as more particularly described within the aforesaid Project Environmental Specifications.

The EMP is project specific and addresses the projects potential environmental impacts and their mitigation measures (this will be unpacked during the induction).

The Contractor shall ensure that his management, foremen and the general workforce, as well as all suppliers and visitors to Site have attended a compulsory environmental Induction Programme prior to commencing any work on Site.

## 8 FACILITIES PROVIDED BY THE EMPLOYER

Unless otherwise stated in this contract, there shall be no facilities provided by the Employer from which the Service provider can render the Services. This includes office space, printing facilities, computer hardware, software and systems, except for Toilet.

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**PART C4: SITE INFORMATION**

Document reference	Title	No of pages
C4.1	Site Information	1
C4.2	Weather Records	1

## C4.1 SITE INFORMATION

Below is an aerial photo of the site within the Cutler Complex. The Contractor will enter and exit site from the "Hatch Gate". He will use the Emergency Road to get to and from site.



Address

<b>Address (IVW Tanks Site)</b>	No. 1 Taiwan Road, Bayhead, Island View, Durban.
<b>Site Owner</b>	Transnet
<b>Location summary</b>	The sites are situated in the IVW Tanks construction area, Cutler Complex

## C4.2 WEATHER RECORDS

Coastal Terminal-TM1

Weather data records of past weather measurements for each calendar month can be obtained at the South African Services 012 367 6023 or info3@weathersa.co.za

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