



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:

CONSTRUCTION OF A PIPE SUPPORT AT JAMESON PARK DEPOT

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

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

The offered total of the Prices exclusive of VAT is	
Value Added Tax @ 15% is	
The offered total of the Prices inclusive of VAT is	
(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:



Acceptance

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

The terms of the contract, are contained in:

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

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).



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		

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	<i>(Insert name and address of organisation)</i>	Transnet SOC Ltd 202 Anton Lembede Street Durban
Name & signature of witness	_____	_____
Date	_____	_____



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 Pipelines
 202 Anton Lembede Street
 Durban

(Insert name and address of organisation)

Name &
signature of
witness

Date

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	<p>General</p> <p>The <i>conditions of contract</i> are the core clauses and the clauses for main Option</p>	<p>A: Priced contract with activity schedule</p>
	<p>dispute resolution Option</p>	<p>W1: Dispute resolution procedure</p>
	<p>and secondary Options</p>	<p>X2 Changes in the law</p> <p>X7: Delay damages</p> <p>X18: Limitation of liability</p> <p>Z: <i>Additional conditions of contract</i></p> <p>Z1: Additional clauses relating to Joint Ventures</p> <p>Z2: Additional obligations in respect of Termination</p> <p>Z3: Right Reserved by the Employer to Conduct Vetting through SSA</p> <p>Z4: Additional Clause Relating to Collusion in the Construction Industry</p> <p>Z5: Protection of Personal Information Act</p>
	<p>of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)</p>	
10.1	<p>The <i>Employer</i> is:</p>	<p>Transnet SOC Ltd (Registration No. 1990/000900/30)</p>



	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Pipelines 202 Anton Lembede Durban 4001
10.1	The <i>Project Manager</i> is: (Name)	TBA
	Address	TBA
	Tel	TBA
	e-mail	TBA
10.1	The <i>Supervisor</i> is: (Name)	TBA
	Address	TBA
	Tel No.	TBA
	e-mail	TBA
11.2(13)	The <i>works</i> are	Construction of a pipe support at Jameson Park depot.
11.2(14)	The following matters will be included in the Risk Register	No additional data is required for this section of the conditions of contract.
11.2(15)	The <i>boundaries of the site</i> are	As stated in Part C3." Description of the Site and its surroundings"
11.2(16)	The Site Information is in	Part C3
11.2(19)	The Works Information is in	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	2 weeks
2	The <i>Contractor's</i> main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.

3	Time	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	TBA
30.1	The <i>access dates</i> are	Part of the Site Date
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.
31.2	The <i>starting date</i> is	TBA
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks.
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	
4	Testing and Defects	
42.2	The <i>defects date</i> is	52 (fifty two) weeks after Completion of the whole of the <i>works</i>.
43.2	The <i>defect correction period</i> is	2 weeks
5	Payment	
50.1	The <i>assessment interval</i> is monthly on the	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 Rand Merchant Bank of South Africa.
6	Compensation events	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm) the number of days with rainfall more than 10 mm



the number of days with minimum air temperature less than 0 degrees Celsius

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

and these measurements:

The place where weather is to be recorded (on the Site) is:

The *Contractor's* Site establishment area

The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at:

Jameson Park

and which are available from:

South African Weather Service 012 367 6023 or info3@weathersa.co.za.

7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	No additional data is required for this section of the <i>conditions of contract</i>.
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.
	Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability



2 Insurance against:	Loss of or damage to property (except the works, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
The deductibles are	as stated in the insurance policy for Contract Works / Public Liability
3 Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability
Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability
4 Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
The deductibles are	The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.
Note:	The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."

- 84.1 The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is
- The *Contractor* provides these additional Insurances
- The *Contractor* must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.**
- 1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected**
 - 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**
 - 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**
 - 4 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.**



5 The insurance coverage referred to in 1, 2, 3 and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor*.

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

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

84.2 The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:

Principal Controlled Insurance policy for Contract

9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
A	Priced contract with Activity Schedule	No additional data is required for this Option.
11	Data for Option W1	

W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa) 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 place where arbitration is to be held is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa) Durban, South Africa
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)
12	Data for secondary Option clauses	
X2	Changes in the law	No additional data is required for this Option
X7	Delay damages	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	R500 per day
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Cost to be proven at the time.



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 which are not listed on the Defects Certificate is limited to:	The cost of correcting the Defect
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	The Total of the Prices
X18.5	The <i>end of liability date</i> is	1 years after Completion of the whole of the works

Z ***Additional conditions of contract are:***

Z1 **Additional clauses relating to Joint Venture**

Z1.1 **Insert the additional core clause 27.5**

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. 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 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:**
 - 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:**
 - 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; the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.**
 - v. **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 27.6
		27.6. The <i>Contractor</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 91.1: In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and Under the second main bullet, insert the following additional bullets after the last sub-bullet: <ul style="list-style-type: none">• commenced business rescue proceedings (R22)• repudiated this Contract (R23)
Z2.2	Termination Table	The following will be included under core clause 90.2 Termination Table as follows: Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"
Z2.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
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>Contractor</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 Collusion in the Construction Industry

Z4.1 The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to any declared tender rigging including blacklisting.

Z5 Protection of Personal Information Act

Z5.1 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.



C1.2 Contract Data

Part two - Data provided by the *Contractor*

The tendering *Contractor* is advised to read both the NEC3 Engineering and Construction Contract - June 2005 (with amendments June 2006 and April 2013) and the relevant parts of its Guidance Notes (ECC3-GN) in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 156 to 158 of the ECC3 Guidance Notes.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(18)	The <i>working areas</i> are the Site and	
24.1	The <i>Contractor's</i> key persons are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	

		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .		
11.2(14)	The following matters will be included in the Risk Register			
31.1	The programme identified in the Contract Data is			
A	Priced contract with activity schedule			
11.2(20)	The <i>activity schedule</i> is in			
11.2(30)	The tendered total of the Prices is	(in figures) (in words), excluding VAT		
	Data for Schedules of Cost Components	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>		
A	Priced contract with activity schedule	Data for the Shorter Schedule of Cost Components		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	%		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate



61	in	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee	Hourly rate
62	in	The percentage for design overheads is	%	
63	in	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:		



PART 2: PRICING DATA

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

C2.1 Pricing Instructions: Option A

1. The *conditions of contract*

1.1. How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Engineering and Construction Contract, June 2005, (with amendments June 2006 and April 2013) (ECC) Option A states:

Identified and defined terms 11
11.2

(20) The Activity Schedule is the *activity schedule* unless later changed in accordance with this contract.

(22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.

(27) The Price for Work Done to Date is the total of the Prices for

- each group of completed activities and
- each completed activity which is not in a group

A completed activity is one which is without Defects which would either delay or be covered by immediately following work.

(30) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

1.2. Measurement and Payment

- 1.2.1 The Activity Schedule provides the basis of all valuations of the Price for Work Done to Date, payments in price adjustments for inflation and general progress monitoring.
- 1.2.2 The amount due at each assessment date is based on **completed activities** as indicated on the Activity Schedule.
- 1.2.3 The Activity Schedule work breakdown structure provided by the *Contractor* is based on the Activity Schedule 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 activity schedule work breakdown structure is compiled to the satisfaction of the *Project Manager* with any additions and/or amendments deemed necessary.
- 1.2.4 The *Contractor's* detailed Activity Schedule summates back to the Activity Schedule provided by the *Employer* and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.
- 1.2.5 The short descriptions in the Activity Schedule are for identification purposes only. All work described in the Works Information is deemed included in the activities.



- 1.2.6 The Activity Schedule is integrated with the Prices, Accepted Programme and where required the forecast rate of payment schedule.
- 1.2.7 Activities in multiple currencies are separately identified on both the Activity Schedule and the Accepted Programme for each currency.
- 1.2.8 The tendered total of the prices as stated in the Contract Data is obtained from the Activity Schedule summary. The tendered total of the prices includes for all direct and indirect costs, overheads, profits, risks, liabilities and obligations relative to the Contract.



C2.2 Activity Schedule

The *Tenderer* details his Activity Schedule below or makes reference to his Activity Schedule and attaches it to this schedule.

JMP HP4 Pipe Support					
Item no.	Description	Unit	Quantity	Rate	Total
Scope activities					
1	P&Gs (Detail Breakdown)	Sum	1		R -
2	<p>Supply, fabricate, construct and install a new steel pipe support with concrete plinth based on the requirements listed on item 3.1, 3.2 and 3.3 on the Works Information. (Refer to WI and Drawing TPL-JMP-C-DE-1671)</p> <p>3.1 Supply and Fabrication of the steel pipe support</p> <p>3.2 Construction of the concrete plinth</p> <p>3.3. Installation of the pipe support</p>	Sum	1		R -
	Sub-total				R -
				Total	R -
				Vat @15%	R -
				Total Offer	R -

Document Title:

SCOPE OF WORK

Project Title:

**CONSTRUCTION OF A PIPE SUPPORT AT JAMESON PARK
DEPOT**

REVISION: 01

Final

DOCUMENT PREPARATION

#	Name	Title	Signature	Date
Compiled by	K.	Civil Specialist		09/12/2024

DOCUMENT APPROVAL


#	Name	Title	Signature	Date
Approved by	M.	Principal Civil Engineer		09/12/2024

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Abbreviations

TPL	Transnet Pipelines
OD	Operating Division
SANS	South African National Standards

Definitions

Term	Definition
Jameson Park Depot	Facility used for the storage and distribution of petroleum product
Sleeper	Concrete support used to support pipes

1. INTRODUCTION

Transnet Pipelines (TPL), the largest multi-Product pipeline operator in Southern Africa, maintains and operates a network of 3114 km of pipeline infrastructure across 5 provinces in South Africa. TPL plays a key role in the country's economy, with the core strategic objective of ensuring petroleum product security of supply for the inland market and gas security of supply for the KwaZulu-Natal market using environmentally responsible methods while ensuring optimal efficiencies.

2. BACKGROUND

The Jameson Park depot has recently modified the 16-inch Avtur pipe. However, during the installation process, it was discovered that the pipe support at the bend was inadequate, with the pipe sleeper only providing support on one side. To ensure the structural integrity and safety of the pipe, a new pipe support is required.

The existing pipe support is temporary and does not meet the required safety standards. The new pipe support will be installed to provide adequate support to the 16-inch pipe. The support will be fabricated from a 152 x 152 x 23 beam and column section, welded to a base plate and bolted to a new concrete plinth.

3. SCOPE OF WORK

3.1. Fabrication of the pipe support:

- Fabricate the pipe support from 152 x 152 x 23 H section beam and 152 x 152 x 23 H section column.
- Weld the beam section to a column section to form a Tee Support as indicated on drawing TPL-JMP-C-DE-167.
- Weld a base plate to the Tee Support section.

3.2. Construction of the concrete plinth:

- Excavate a 1020 mm x 1020 mm x 300 mm deep hole for the concrete plinth.
- Rip and recompact 150 mm thick in situ material to 90% MOD AASHTO.
- Lay 150 mm thick G5 material and compact it to 95% MOD AASHTO.
- Pour 50mm thick 10 MPa concrete blinding on top of compacted G5 material.
- Place 1020 mm x 250 mm x 20 mm thick shutter boards along the perimeter of the hole.

TRANSNET PIPELINES	CONSTRUCTION OF A PIPE SUPPORT AT JAMESON PARK DEPOT		OPSTECH
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- Place the rebar cage inside the hole. The rebar cage to be fixed as indicated on drawing TPL-JMP-C-DE-167. Ensure that the minimum concrete cover between the rebar and formwork as well as the base is 50mm. The cover blocks to be formed of sand/cement mortar.
- Before pouring concrete ensure that the area is free of any dirt and debris.
- Pour 30 Mpa concrete into the rebar cage. Concrete to be vibrated during pouring.
- Apply approved curing compound to the concrete plinth.
- Allow the concrete to cure for a minimum of 3 days before removing the formwork.

3.3. Installation of the pipe support:

- Place the pipe support on top of the concrete plinth. The base of the pipe support must be on top of steel shims.
- Ensure the steel shims are placed in such a way that the top of the pipe support is attached to the bottom of the pipe.
- Drill anchor bolts to attach the pipe support to the plinth.
- Non-shrink grout shall be provided to fill the gap between steelwork, equipment and top of concrete after erection. Grout shall be applied in strict accordance with the manufacture's specifications. Grout shall be finished to a smooth surface and shall have vertical finish (no slope) in line with the perimeter of the base plate.
- Remove the temporary pipe support currently in place

4. GENERAL REQUIREMENTS

4.1. Attending site briefing is compulsory.

4.2. Provision to work on weekends should be made for circumstances whereby access to certain equipment's could result to maximum disruptions to the Users of the facility.

4.3. All works described in this specification represent works on existing facility that will be in operation during the Contract. The Consultant needs to ensure that all necessary prior planning and precautions are taken to ensure minimal disruption as well as maximum safety to the Users of the facility.

4.4. The Consultant shall supply adequate and competent labour, supervision, tools, equipment, services, PPE, and testing devices for all items necessary to complete the work. Transnet Pipelines reserves the right to terminate the Contract at any point if it is found that the

Consultant’s performance, supervision, tools, equipment, services, testing devices, and materials do not comply with specified requirements. The Consultants will only be allowed to claim for work completed to the specified acceptable standard.

- 4.5. All waste shall be disposed of in accordance with relevant local environmental regulations.
- 4.6. The Consultant is required to satisfy himself that all tools provided will comply with all specifications as included in the Tender Documents. Failure to meet specifications shall render the Consultant liable to rectify the problem at no cost to Transnet Pipelines.
- 4.7. The successful Consultant is to note with regards to works on site, that responsibility for the protection of all existing equipment and services related to the SOW shall rest solely with the Consultant. The Consultant shall be required to bear all costs that may arise because of damage that may have been caused to equipment or services or that may arise because of his operation on the respective site.
- 4.8. The Consultant shall only utilize testing devices and measuring equipment that are certified where applicable and carry a valid calibration certificate as issued by an approved calibration authority.
- 4.9. If additional scope is requested by the Project Manager or any other authorised representative, the Consultant shall provide a written estimate for carrying out the works, and there shall be no additional fee charged for providing such estimates.

5. HEALTH AND SAFETY REQUIREMENTS

- 5.1 As part of its commitment to safety, the *Constructor* must comply with OHS Act 85 of 1993, the Construction Regulations, and any other occupational health and safety regulations as amended. The *Constructor* is required to conform to the Transnet *Constructor* Management Procedure (TRN-IMS-PROC-014).
- 5.2 The SHE Compliance File is required once a Constructor has been appointed. Site access will only be granted once the SHE Compliance File has been reviewed and approved by Transnet Pipelines. The Constructor will be subjected to the Transnet Pipelines permit-to-work process related to the on-site risks identified as well as changing conditions. The successful bidder will be subjected to compulsory TPL Inductions, which can take 1 to 2 hours. These inductions are to be conducted at a location determined by TPL.
- 5.3 The following documents are required for *Constructor* employees to be inducted in TPL sites:
 - Employee dossier with applicable documentation.
 - Certified copies of IDs not older than three months.

- Work permits for foreign nationals.
 - SAPS Police clearance certificate (SAPS 365).
 - Valid certificate of medical fitness for all – issued by Occupational Health Practitioner.
 - Proof of competence.
- 5.4 The appointed Contractor to be screened prior to accessing and executing the scope of services at the TPL sites. The following documentation will be requested from the Contractor:
- Company Tax clearance
 - CIPRO Registration
 - CK Number of the company
 - Copies of ID of directors
 - Fingerprint of company directors (use SAP 91) to be found at local SAPS.
 - Copies of ID of employees who will be working on site.
 - Fingerprints of employees who will be on site (use SAP 91) to be found at local SAPS.
- 5.5 The appointed Contractor must note that once the requested documents are submitted, SSA will take +/- two weeks to complete the screening.
- 5.6 The appointed Contractor shall be required to provide the following:
- 5.6.1 Site Specific Organogram of reporting structure. This document must provide all persons appointed in terms of OHS Act No. 85 of 1993 including contact details. (Rev, date, approval)
- 5.6.2 Acknowledged notification to the Department of Employment and Labour of construction work.
- 5.6.3 Insurance Cover
- *Contractor* proof of good standing with the compensation fund or with a licensed compensation insurer – Letter of Good Standing
 - proof of public liability insurance cover
- 5.6.4 Management Plans
- Health and Safety Plan specific to the project based on the scope of work and client SHEQ specification.
 - Approved *Contractor* Health and Safety Policy
 - Site specific emergency plan
 - Procedure for handling Hazardous Chemical Substance's and Applicable Safety Data Sheet
 - PPE Policy and most recent issue register

5.6.5 Fully completed and signed Legal Appointments as required by legislation and training certificates as well as abbreviated CV attached to the appointments, minimum following appointments but not limited to:

- Act 16(2) – Delegated authority (Assistant to the Chief Executive Officer)
- CR 5(1) (k) Principal *Contractor*
- GSR 3, 4 – First Aider
- GAR 9(2) – Competent Person to do Investigations / Incident Accident Investigator
- Sec. 17(1) – SHE Representative
- CR 8(5) – Construction Safety Officer
- CR 8(7) – Construction Supervisor
- CR 9(1) – Risk Assessor
- CR 10 (1) (a) - Competent Person to Prepare the Fall Protection Plan
- CR 23 (l) (k) – Vehicle Operator and Inspector

5.7 Induction application forms completed for every employee of the Contractor performing work on site, the following shall be attached:

- Employee dossier with applicable documentation.
- Certified copies of IDs not older than three months.
- Work permits for foreign nationals.
- SAPS Police clearance certificate (SAPS 365).
- Valid certificate of medical fitness for all – issued by Occupational Health Practitioner.
- Proof of competence.

5.8 Fall protection plan, specific to the scope of work and rescue plan. This shall include a task / job specific risk assessment.

5.9 Risk Assessments: Safe Operating Procedures

- Project specific risk assessment indicating the full scope of work – Task based risk assessments.
- Method statement / safe work procedure for the task to be performed.
- Safe work procedures

5.10 Signed copy of mandatory agreement provided in terms of section 37(2) of OHS Act.

5.11 Training records and competency certificates

- Relevant training certificates of Personnel involved in the project.
- Legal Liability for Supervisors and management
- Copies of training certificates certified within three months.

- Training matrix (Management, supervisors, and employees)
- 5.12 Copy of equipment registers for equipment to be used with copy of each item's inspection checklist, e.g.
- First aid dressing register.
 - First aid checklist.
 - Fire equipment.
 - Safety harness.
 - Ladders.
 - Construction vehicles and mobile plant.
 - Hand tools.
 - Portable Electrical Equipment, etc.
- 5.13 Incident /Accident Management Procedure including reporting, recording and investigation of incidents and accidents with a register of reportable injuries to the Provincial Director.
- 5.14 Copy of the OHS act and its Regulations, COID Act Regulations
- 5.15 Everyone working in a TPL facility will be required to wear the following PPE:
- 100% cotton, flame retardant and Acid resistant SABS approved conti suit with long sleeves, fully zipped up at all times. Materials meeting the requirements of SANS 434, antistatic properties EN 1149 with silver reflective strip (50mm in width) on each sleeve around upper arm and each leg, meeting the requirements for EN471 conti suit or,
 - 100% cotton, flame retardant and Acid resistant SABS approved conti suit with long sleeves, fully zipped up at all times. Materials meeting the requirements of SANS 434, antistatic properties EN 1149 with silver reflective strip (50mm in width) on each sleeve around upper arm and each leg, meeting the requirements for EN471 boiler suit (one piece overall).
 - Clothing worn under the overall must be 100% cotton
 - Safety footwear with steel toe cap, oil and hydrocarbon resistant sole, anti-perforation sole, anti-static, anti-slip sole and breathable leather uppers.
 - Socks 100% cotton, antistatic used in conjunction with safety boots and / or shoes.
 - Hard hat with chin straps meeting requirements of SANS 1397
 - Flame retardant clothing shall always be worn in or close to areas where hydrocarbons are present in any pipeline or vessel.
 - Flame retardant clothing shall also apply where there is foreseen exposure to hydrocarbons with the potential to produce flash fire.

-
- Thermal Jackets – Flame retardant acid resistant 100% cotton (inclusive of the lining of the jacket).

6. APPLICABLE STANDARDS

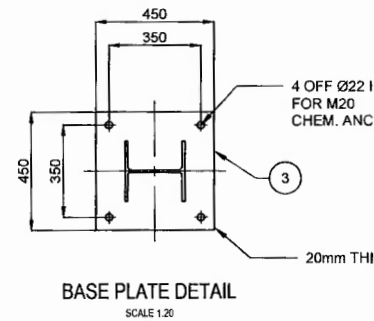
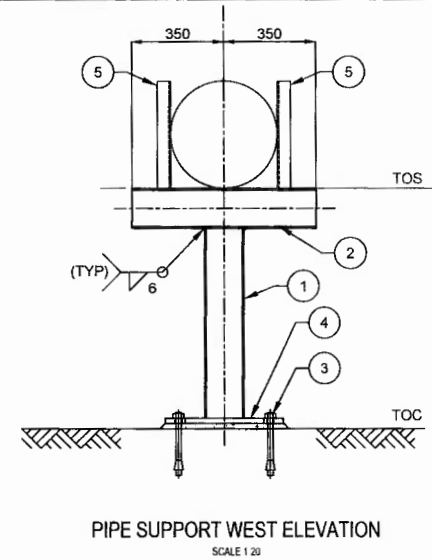
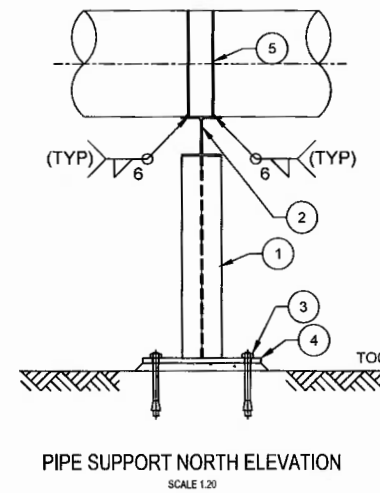
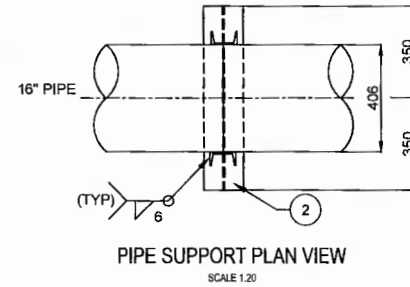
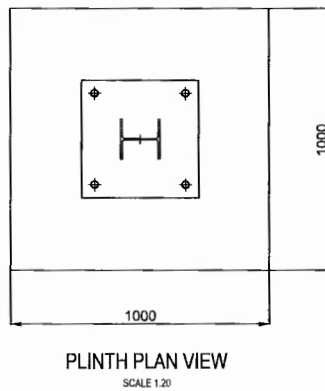
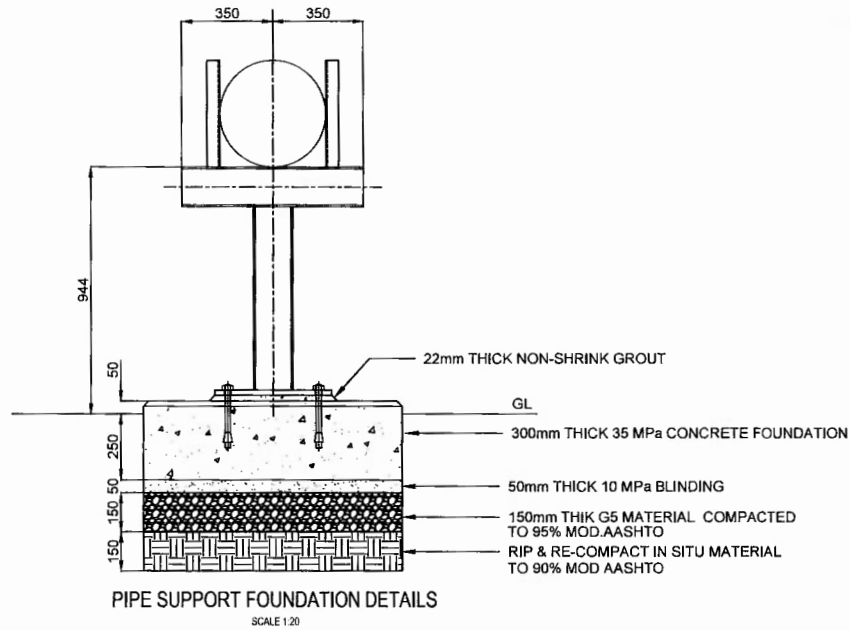
South Africa building regulation standards

- SANS 2001-CC1: Concrete works.
- SANS 2001-CS1: Structural steelwork.
- SANS 1091: National colour standards for paint.
- SANS 121 (ISO 1461).

All other applicable Standards and Specifications that is not mentioned above should be applied during execution of project scope.

7. ANNEXURE A

TPL-JMP-C-DE-1671- Pipe Support Details



5	TAPER FLANGE CHANNEL	C100x50 x 406.
4	CHEM. ANCHOR BOLT + NUT	M20
3	BASE PLATE	450x450x20TH
2	H BEAM - SECTION	152x152x23Kg/l
1	LEG H-SECTION	152x152x23Kg/l
ITEM No	DESCRIPTION	SIZ

