

- a) The Employer's objective is to obtain a suitable contractor to supply the port with Roads and perway material on an as-and-when basis in period of 24months, and shall include the following:
  - Supply Roads and Perway Maintenance material as an when required for a period of 24<sup>th</sup> months,
  - Delivery must take place whenever is required, at least a day later.

- Delivery costs must be absorbed within the batch order, rates supplied will not be negotiable.
- Delivery resources to be provided by the contractor and shall be the sole responsibility of the contractor.
- Ensure the optimal and efficient procurement of all consumables used within the roads and perway facilities, as listed on the scope and schedule of rates.
- This contract specifically looks at ensuring the continued serviceability of the Roads and Perway facilities, by ensuring the availability of the consumables used and the efficient procurement thereof.

The Employer's Project/Contract objectives are:

- a) Appointment of the supplier to supply Roads & Perway Maintenance material on the as -when required for roads and perway department for the period of 24months.
- b) The contract shall include supply of Roads and Perway, inclusive of any material certificates and delivery to the communicated site as per the supply order.

The contract, being a supply contract shall be rate based for the provision of the listed items or works incorporated in the Schedule of rates document. The **Tenderer** shall have agreed upon rates for the items listed in the schedule, and supply orders shall be put in against these rates as when required basis with the **Appointed contractor**.

The **Appointed Contractor** shall also be aware of the interface of the supply and delivery of Maintenance material for roads and perway and make sufficient allowance in his packages accordingly when they are being developed. No claim of any nature whatsoever will be considered after the submission of tenders due to the failure on the part of the **Appointed Contractor/s** to fulfil this obligation.

The following abbreviations are used in this Works Information:

| Abbreviation | Meaning given to the abbreviation     |
|--------------|---------------------------------------|
| AIA          | Association of Inspection Authorities |
| QA/QC        | Quality Assurance/Quality Control     |
| SANS         | South African National Standards      |
| SES          | Standard Environmental Specification  |
| SHE          | Safety, Health and Environment        |
| NDT          | Non-Destructive Testing               |
| UT           | Ultrasound Thickness                  |
| DFT          | Dry Film Thickness                    |
| NB           | Nominal Bore                          |
| QCP          | Quality Control Plan                  |

## **2. Supply order contract design**

### **2.1. Supply order contracting strategy and packages.**

The employer's contracting strategy and intended goals for the works are:

- a) The contract scope shall be in accordance with all consumables and supplies used within the Roads and Perway, specifically targeting the maintenance consumables required within the Port of Cape Town.
- b) The various supply packages shall be comprised of line items captured in the schedule of rates, classified into the following sub-groups under the schedule of rates:

#### *Supply Package 1 (S1) – Schedule of Rates – Maintenance Material – Roads & Perway*

The contract shall allow for the supply of Maintenance material as listed within the schedule of rates. The rates shall be inclusive of all costs pertaining to the procurement, supply, and delivery of the material. There will be a minimum order size for delivery to be made feasible to the contractor.

#### *Supply Package 2 (S2) – Schedule of Rates – Maintenance Material – Roads & Perway*

The contract shall allow for the supply of Maintenance material supplies used within the department, as listed within the schedule of rates. The rates shall be inclusive of all costs pertaining to the procurement, supply, and delivery of the wood profiles.

### **2.2. Supply order procedure**

The conception of a supply order shall commence with an official communication from the Supply Manager/Employer's Representative. No unauthorised personnel will be allowed to initiate a supply order, and these orders will not be billable by the contractor. The quantities of the supply order shall be communicated by the Supply Manager/Employer's Representative, and shall follow the following steps:

- If the contractor cannot commit to providing the consumables to the End user, he shall in formal communication elaborate the non-compliance issues and reasonings.
  - The Contractor shall, within the same 3 days, furnish the Supply Manager/Employer's Representative with timeframes on delivery of the items.
  - Where specified in the order, items that need prioritisation must be arranged within no longer than 5 working days and shall be collectable within the Cape Metropole by the Supply Manager/Employer's Representative.
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The Contractor shall submit as part of each supply order package:

- a) A supply order package specific schedule, indicating timeframes for procurement and delivery dates.
- b) A quality file, including all material certificates where applicable, guaranty and warranty cards and paint certificates.
- c) Delivery notes and invoices at delivery.

### **2.3. Documentation Control**

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

### **2.4. Health and Safety Management**

The employer has a strict Health and Safety policy. Under the policy, the following apply:

- a) The Contractor's attention is directed to the TNPA SHE Specification for Construction, and in particular to his Health & Safety Management Plan, which must be submitted with his tender, as well as the requirements of the Occupational Health and Safety (OHS) Act, 1993 (Act 85 of 1993) as amended and Regulations issued in terms thereof or un-repealed regulations issued in terms of the former Act no. 6 of 1983, in their entirety.
  - b) The Contractor makes available and ensures compliance to the OHS Act by its employees and Subcontractors in the language of this contract and indicates this within the Master Health & Safety Management Plan.
  - c) The Contractor employs his own health and safety coordinator to ensure compliance with both TNPA SHE Specification for Construction (where applicable) and the Occupational Health & Safety Act and its latest regulations.
  - d) The Contractor shall provide a Master Health & Safety Management Plan addressing the requirements in the OHS Act and a Baseline Risk Assessment addressing the fabrication activities within his/her workspaces.
  - e) The compliance with all applicable legislation, regulations issued in terms thereof, and the Transnet safety rules, shall be entirely at the Contractor's cost, and shall be deemed to be allowed for in the tendered prices.
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- f) Without derogating from the Act or any un-repealed regulations issued in terms of legislation, or without purporting to limit the Contractor's responsibilities, the following are brought to the Contractor's attention:
- The Contractor shall advise the Supply Manager/Employer's Representative of any hazardous, or potentially hazardous situation, which may arise from work being performed either by the Contractor or Sub-Contractor.
  - The Contractor and his staff shall attend a compulsory induction course to be arranged by the Employer to ensure access to site when required.
- g) The OHS Act (Act 85 of 1993) clearly states in the Safety Regulations Clause No. 2A: "INTOXICATION" An employer or user shall not permit any person who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace". The Employer enforces this legislation by means of its Substance Abuse Policy, and therefore reserves the right to do substance abuse testing on anyone who enters his premises.

## **2.5. Environmental constraints and management**

- a) The *Contractor* shall ensure that all delivery drivers are informed of all procedures and restrictions (e.g., which access roads to use, no go areas, speed limits, noise, etc.) required by the EMP and Supply Manager/Employer's Representative before they arrive at Site and off-load any Materials.
- b) Progressive and systematic finishing and tidying-up will form an essential part of this contract. Under no circumstances shall spoil, rubble, materials, equipment, or unfinished operations be allowed to accumulate unnecessarily.
- c) The Contractor shall, at all times, comply with the statutes that prohibit pollution of any kind. These statutes are enacted in the following legislation:
- The National Environmental Management Act, 107/1998
  - The National Water Act, 36/1998
- d) The tendered amount shall include for all costs to conform to the Environmental constraints and management requirements.
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## **2.6. Quality assurance requirements**

- a) Transnet will have the right to inspect the work at any time during the progress of the contract.
- b) The Supply Manager/Employer's Representative indicates those documents required to be submitted for information, review or acceptance and the Contractor indicates such requirements within his register of documents. The register shall indicate the dates of issue of the documents with the Supply Manager/Employer's Representative responding to documents submitted by the Contractor for review or acceptance within the period for reply prior to such documents being used by the Contractor.
- c) The Quality Plan means the Contractor's statement, which outlines strategy, methodology, resources allocation, Quality Assurance and Quality Control co-ordination activities to ensure that the works meet the standards stated required for the fabrications work.

## **2.7. Payment, Invoicing and Cash flow**

The contractor shall invoice on delivery of a supply order and shall be paid accordingly against the agreed upon quotation that was accepted at the conception of the supply order. All invoices must be submitted on or before the 20th of each month for payment after 30 days of acceptance

## **2.8. Services and other things provided by the Employer.**

- a) The employer will provide the contractor with the following:
    - Access permit to the Port
    - Dedicated laydown area for deliveries.
    - Access to power and water at Employer's cost (where applicable)
  - b) The employer will endeavour to provide the appointed contractor with all available information that may facilitate the progress of the project. However, in cases where such information is not available, the contractor shall point out to the Employer for advice on steps to be taken.
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## 2.9. THE CONTRACTOR IS TO SUPPLY AND DELIVER MATERIAL FOR ROADS AND PERWAY:

| Item no | Description                                                                             |
|---------|-----------------------------------------------------------------------------------------|
| 1       | G4 Sub-base material                                                                    |
| 2       | Bitumen 200 litre drum (                                                                |
| 3       | Asphalt (Tar) Hot Mix (The asphalt is for Pavement layers. heavy duty road use (Trucks) |
| 4       | Concrete cutter blades 350 x 25 4mm. 80m/s – 100m/s -                                   |
| 5       | High-Quality extension cord for workshop and outdoors 40m                               |
| 7       | Traffic Safety Cone – Gel Rubber – Flexi- Dayglo. Orange – 75cm – SXS339                |
| 8       | Jackhammer Chisel ( Machine type – TE 3000 – AVR)                                       |
| 9       | Brush cutter                                                                            |
| 10      | Builders Square Mouth Shovel                                                            |
| 11      | Lacquer Thinners 5l                                                                     |
| 12      | White Paint 5L                                                                          |
| 13      | Red Paint 5L                                                                            |
| 14      | Black Paint 5L                                                                          |
| 15      | DILLION MC5MM 6KG Box                                                                   |
| 16      | AFROX 350 5MM 6KG Box W075675                                                           |
| 17      | 11.5KG OXYGEN                                                                           |
| 18      | 48KG LPG                                                                                |
| 19      | Stainless Steel Afrox 316L                                                              |
| 20      | Oerlikon Supranox 317 3.25mm 5Kg                                                        |
| 21      | Transarc 350 3.15mm Welding Rods diameter 4kg per box                                   |
| 22      | Disc Cutter Blades 350x4.2x25.4mm                                                       |
| 23      | T11 gauge clip                                                                          |
| 24      | T17 Gauge clip                                                                          |
| 25      | P2 HDPE pads                                                                            |
| 26      | ISO ARC 350 X 5MM                                                                       |

|    |                                                                                   |
|----|-----------------------------------------------------------------------------------|
| 27 | AFROX 452 X 5MM                                                                   |
| 28 | 5mm diameter rail electrodes ISOARC HF 450                                        |
| 29 | French Chalk Flat sticks ( 5x12x125mm) KEN 910-1000K                              |
| 30 | Cold Steel Markers yellow at the size of 120 x 12mm, round ,100 crayons per box . |
| 31 | Cold Steel Markers white at the size of 120 x 12mm round 100 crayons per box.     |
| 32 | NUTS HEX M20                                                                      |
| 33 | WASHERS 22MM FLAT M20 X 24MM                                                      |
| 34 | hexagonal head galvanised Bolt M20X220 (HDG)                                      |
| 35 | FISCHER CHEMICAL MORTAR FIS V 360 C                                               |
| 36 | FISCHER AM E INJECTION GUN                                                        |
| 37 | FISHPLATE HEAVY DUTY-48KG                                                         |
| 38 | RAIL CLIP RAILWAY;SPRING E2006,HTS,GALV                                           |
| 39 | Mild Steel Plate of 2500mm(l) x 1200mm(w) – 20mm                                  |
| 40 | Mild Steel Plate of 2500mm(l) x 1200mm(w) – 10mm                                  |
| 41 | Mild Steel Plate of 2500mm(l) x 1200mm(w) – 5mm                                   |
| 42 | Mild Steel Plate of 2500mm(l) x 1200mm(w) – 30mm                                  |
| 43 | BOLT MACHINE;DIA M22,LG 110 MM,SQ-N,STL                                           |