

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:

Description of the works: Renovations to B4/60, B4/59 and contractors' ablutions in the Dry-dock, in the Port of Durban.

The tenderer, identified in the Offer signature block, has

<i>either</i>	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.
<i>or</i>	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

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

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

Signature(s)

Name(s)

Capacity

**For the
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
Part C4	Site 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).



Transnet National Ports Authority

Contact Number: TNPA/2022/01/0082/RFQ

Description of the Works: Renovations to B4/60, B4/59 and Contractors Ablutions in the Dry Dock, in the Port of Durban
Over a Period of Four (4) Months

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet SOC Ltd

(Insert name and address of organisation)

Name &
signature of
witness

Date

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		

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
Name & signature of witness	_____	_____



C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	B: Priced contract with bill of quantities
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	X2 Changes in the law
		X7: Delay damages
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)
	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 SOC Ltd (Registration No. 1990/000900/30) trading through its operating division Transnet National Ports Authority Ocean Terminal Building, 3 Quayside Road Port of Durban 4001



Transnet National Ports Authority

Contact Number: TNPA/2022/01/0082/RFQ

Description of the Works: Renovations to B4/60, B4/59 and Contractors Ablutions in the Dry Dock, in the Port of Durban Over a Period of Four (4) Months

10.1	The <i>Project Manager</i> is: (Name)	Nokulinda Mbatha
	Address	214 Hlanganani Building 11 Methven Road Maydon Wharf Durban, 4001
	Tel	(031) 361 3305
	e-mail	Nokulinda.mbatha@transnet.net
10.1	The <i>Supervisor</i> is: (Name)	Dhesigan Pillay
	Address	223 Hlanganani Building 11 Methven Road Maydon Wharf Durban, 4001
	Tel No.	(031) 361 3513
	e-mail	Dhesigan.pillay @transnet.net
11.2(13)	The <i>works</i> are	<u>Renovations to B4/60, B4/59 and contractors' ablutions in the Drydock, in the Port of Durban.</u>
11.2(14)	The following matters will be included in the Risk Register	1. Working in an operational area. 2. Working too close to operational machinery
11.2(15)	The <i>boundaries of the site</i> are	Within the boundaries of Port of Durban
11.2(16)	The Site Information is in	Part C4
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 (Two) 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	Four (4) months from the starting date.
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<i>Condition to be met</i> 31 January 2023



		1 Renovations to B4/60, B4/59 and contractors ablutions in the Drydock , in the Port of durban	
30.1	The <i>access dates</i> are	Part of the Site	Date
		1 Once all SHEQ requirement are approved	Variable
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	01 November 2022	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 (Two) 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	25th (twenty fifth) 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 Standard 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: mm

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

Port of Durban

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

Durban Weather Station

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	None
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 <i>works</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) 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* must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.

The *Contractor* provides these additional Insurances

- 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.**



		<p>3 Should the <i>Employer</i> have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the <i>Contractor's</i> policies of insurance as well as those of any sub-contractor</p> <p>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</p> <p>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 <i>Employer</i>. The <i>Contractor</i> shall arrange with the insurer to submit to the <i>Project Manager</i> 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 <i>Contractor</i>.</p>
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 <i>Contractor</i>) caused by activity in connection with this contract for any one event is	Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> 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	
B	Priced contract with Bill of Quantities	No additional data is required for this Option.



60.6	The <i>method of measurement</i> is	The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.
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:	The Chairman of the Association of Arbitrators (Southern Africa)
	If no <i>Adjudicator nominating body</i> is entered, it is:	the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Durban, KwaZulu Natal, 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	R2500.00 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:	Nil
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or	The deductible of the relevant insurance policy



	damage to the <i>Employer's</i> property is limited to:	
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 year after Completion of the whole of the works
Z	<i>Additional conditions of contract</i> Are:	
Z2	Local Production and Content Obligations	
Z2.1	In terms of Local Production and Content (SBD 6.2), Annexure A and Annexure C of the Returnable Schedule T2.2-03 Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content, the <i>Contractor</i> has undertaken to fulfil its obligations of the Local Production and Content for the following designated sectors: 1. PVC Pipes; 2 and Steel/Aluminium Products & Components.	
Z2.2	The <i>Contractor</i> is required to note that the <i>Employer</i> , the Department of Trade and Industry [DTI] and/or the body appointed by the DTI as the verification authority for local content may conduct compliance audits with regard to the Local Production and Content requirements as prescribed in Regulation 8 of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act no. 5 of 2000.	
Z2.3	<p>The <i>Contractor</i> is required to continuously update Declarations C, D and E of the Local Production and Content Declaration commitments with the actual local content values for the duration of the contract.</p> <p>The <i>Contractor</i> shall report to the <i>Employer</i> on a monthly basis during the term of the Contract, the</p>	



		amounts spend on Local Production and Content for the designated sectors for the duration of the contract.
Z2.4		The <i>Contractor</i> must refer to Schedule A attached to the Returnable Schedule T2.2-03 Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content concerning non-compliance penalties applicable to Local Production and Content.
Z2.5		Breach of Local Production and Content commitments provides the <i>Employer</i> cause to terminate the contract.
Z4	Additional clauses relating to Joint Venture	
Z3.1		<p>Insert the additional core clause 27.5</p> <p>27.5. In the instance that the <i>Contractor</i> is a joint venture, the <i>Contractor</i> shall provide the <i>Employer</i> with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date.</p> <p>The Joint Venture agreement shall contain but not be limited to the following:</p> <ul style="list-style-type: none"> • A brief description of the Contract and the Deliverables; • The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture; • The constituent's interests; • A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents; • Details of an internal dispute resolution procedure; • Written confirmation by all of the constituents: <ul style="list-style-type: none"> i. of their joint and several liabilities to the <i>Employer</i> 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 <i>Contractor's</i> representative;



		<ul style="list-style-type: none"> iii. Identification of the roles and responsibilities of the constituents to provide the Works. • Financial requirements for the Joint Venture: <ul style="list-style-type: none"> iv. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time; v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.
Z4.2		<p>Insert additional core clause 27.6</p> <p>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>.</p>
Z5	Additional obligations in respect of Termination	
Z5.1		<p>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</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> • commenced business rescue proceedings (R22) • repudiated this Contract (R23)
Z5.2	Termination Table	<p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p>
Z5.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
Z7	Right Reserved by the <i>Employer</i> to Conduct Vetting through SSA	
Z7.1		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.

Z8	Additional Clause Relating to Collusion in the Construction Industry	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to any declared tender rigging including blacklisting.
Z9	Protection of Personal Information Act	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.



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:	



Transnet National Ports Authority

Contact Number: TNPA/2022/01/0082/RFQ

Description of the Works: Renovations to B4/60, B4/59 and Contractors Ablutions in the Dry Dock, in the Port of Durban
Over a Period of Four (4) Months

		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	
B	Priced contract with bill of quantities	
11.2(21)	The <i>bill of quantities</i> is in	
11.2(31)	The tendered total of the Prices is	(in figures) (in words), excluding VAT



PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	3
C2.2	The <i>bill of quantities</i>	



C2.1 Pricing instructions: Option B

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 and 2013 (ECC) Option B states:

**Identified
and defined
terms**

11

11.2

(21) The Bill of Quantities is the *bill of quantities* as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.

(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.

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

- the quantity of the work which the *Contractor* has completed for each item in the Bill of Quantities multiplied by the rate and
- a proportion of each lump sum which is the proportion of the work covered by the item which the *Contractor* has completed.

Completed work is work without Defects which would either delay or be covered by immediately following work.

(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

This confirms that Option B is a re-measurement contract and the bill comprises only items measured using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.



1.2. Function of the Bill of Quantities

Clause 55.1 in Option B states, "Information in the Bill of Quantities is not Works Information or Site Information". This confirms that instructions to do work or how it is to be done are not included in the Bill, but in the Works Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Works in accordance with the Works Information". Hence the *Contractor* does **not** Provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.

1.3. Guidance before pricing and measuring

Employers preparing tenders or contract documents, and tendering contractors are advised to consult the sections dealing with the bill of quantities in the NEC3 Engineering and Construction Contract (June 2005) Guidance Notes before preparing the *bill of quantities* or before entering rates and lump sums into the *bill*.

Historically bill of quantities based contracts in South Africa have been influenced by the different approaches of the civil engineering and building sectors of the industry through their respective discipline based standard forms of contract and methods of measurement. This is particularly apparent in the approach to the Preliminary and General bill. On the other hand, because ECC caters for a number of disciplines in the same contract, including electrical works, a different approach not currently found in local methods of measurement to the Preliminary & General bill items may have been used.

The NEC approach to the P & G bill assumes use will be made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme, fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill.



2. Measurement and payment

2.1. Symbols

The units of measurement described in the Bill of Quantities are metric units abbreviated as follows:

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m ²	square metre
m ² -pass	square metre pass
m ³	cubic metre
m ³ -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre



MPa	megapascal
No.	number
Prov sum ¹	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

2.2. General assumptions

- 2.2.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- 2.2.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.
- 2.2.3. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.
- 2.2.4. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the *bill* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.
- 2.2.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.
- 2.2.6. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and

¹ Provisional Sums should not be used unless absolutely unavoidable. Rather include specifications and associated bill items for the most likely scope of work, and then change later using the compensation event procedure if necessary. This is because tenderers cannot programme effectively for unknown scopes of work



certified for payment by the *Project Manager* at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.

- 2.2.7. The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

2.3. Departures from the *method of measurement*

2.4. Amplification of or assumptions about measurement items

For the avoidance of doubt the following is provided to assist in the interpretation of descriptions given in the *method of measurement*. In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in this section shall be used.



C2.2 The *bill of quantities*

PAYM ENT REF.	DESCRIPTION	UNIT	QTY	RATE	Total
1	<u>PRELIMINARY & GENERAL, SAFETY AND LABOUR</u>				
1.1	<u>Preliminary and general</u>	Sum	1		
1.2	SHERQ Obligations	Sum	1		
1.3	Safety File	Sum	1		
1.4	Site establishment	Sum	1		
1.5	Site de-establishment	Sum	1		
2	<u>Other fixed obligations</u>				
	<u>Building B4/60</u>				
2.1	Prepare walls and paint with 2 coats Polvin paint code EPL 437 Calico	m ²	30		
2.2	Supply and install ceiling board panel with 600x1200mm ceiling tiles	m ²	30		
2.3	Replace wall tiles in the bathroom with Fabian Bone 300x500 (Beige/Cream	No.	30		
2.4	Install water proofing in the bathroom same height as wall tiles		30		
2.5	Supply and install floor tiles – Famous Black 300x300, dove grey grout and 60mm skirting	m ²	50		
2.6	Supply and install shower door include new frame	No.	4		
2.7	Supply and install towel Rack	No.	2		
2.8	Install 500x500 mirror above hand	No.	1		
2.9	Replace new door	No.	2		
2.10	Sand and varnish the bench	No.	2		
2.11	Sanitaryware vitreous china wall hung urinal with top inlet (code 705426) or back inlet (code 705427). Overall size 600 x 385 x 380 mm. Top inlet fittings (code 7054Z1) and back inlet fittings (code 7054Z2) include a 38 mm c.p. domical grating, a spreader (with a 20 mm diameter thread), and two hanger brackets.	No.	2		
	Supply and Sanitaryware vitreous china " close coupled 90° outlet open rim front single flush suite complete with lid and fitments (code 772402), including 15mm cobra angle valves, B2 toilet seat including adaptor for waste	No.	2		
2.12	Supply and fit Sanitaryware vitreous china 510 x 405mm rounded basin with three semi-punched tapholes basin including fixation bolts, waste, cobra CP bottle trap, 15mm angle valve & 15mm stella taps	No.	2		
2.13	Supply and install door frame (match existing)	No.	2		
2.14	Supply and install aluminium windows	No.	9		
2.15	Supply and install burglar guard		1		



2.16	Prepare and paint Bekezela building external walls and paint with 2 coats using corporate colours – Battleship grey G13	m ²	100		
2.17	Supply and install geyser stand	No.	1		
3	<u>Building B4/59</u>				
3.1	Prepare walls and paint with 2 coats Polvin paint code EPL 437 Calico	m ²	50		
3.2	Supply and install ceiling board panel with 600x1200mm ceiling tiles	m ²	30		
3.3	Replace wall tiles in the bathroom with Fabian Bone 300x500 (Beige/Cream)	No.	50		
3.4	Install water proofing in the bathroom same height as wall tiles	No.	50		
3.5	Supply and install floor tiles – Famous Black 300x300, dove grey grout and 60mm skirting	m ²	30		
3.6	Supply and install shower door include new frame	No.	3		
3.7	Supply and install towel Rack	No.	2		
3.8	Install 500x500 mirror above hand	No.	4		
3.9	Replace new shower heads	No.	4		
3.10	Sand and varnish the bench	No.	2		
3.11	Sanitaryware vitreous china wall hung urinal with top inlet (code 705426) or back inlet (code 705427). Overall size 600 x 385 x 380 mm. Top inlet fittings (code 7054Z1) and back inlet fittings (code 7054Z2) include a 38 mm c.p. domical grating, a spreader (with a 20 mm diameter thread), and two hanger brackets.	No.	4		
3.12	Supply and Sanitaryware vitreous china " close coupled 90° outlet open rim front single flush suite complete with lid and fitments (code 772402), including 15mm cobra angle valves, B2 toilet seat including adaptor for waste	No.	3		
3.13	Supply and fit Sanitaryware vitreous china 510 x 405mm rounded basin with three semi-punched tapholes basin including fixation bolts, waste, cobra CP bottle trap, 15mm angle valve & 15mm stella taps	No.	3		
3.14	Supply and install door frame (match existing)	No.	2		
3.15	Supply and install aluminium windows (0.6 x1.2)	No.	9		
3.16	Supply and install burglar guard	No.	2		
3.17	Prepare and paint Bekezela building external walls and paint with 2 coats using corporate colours – Battleship grey G13	m ²	100		
4	<u>Contractors' ablutions</u>				
4.1	Prepare walls and paint with 2 coats Polvin paint code EPL 437 Calico	m ²	160		
4.2	Supply and install ceiling board panel with 600x1200mm ceiling tiles	m ²	60		
4.3	Replace wall tiles in the bathroom with Fabian Bone 300x500 (Beige/Cream)	m ²	100		
4.4	Install water proofing in the bathroom same height as wall tiles	m ²	100		
4.5	Supply and install floor tiles – Famous Black 300x300, dove grey grout and 60mm skirting	m ²	60		
4.6	Install 500x500 mirror above hand	No.	4		



4.7	Sanitaryware vitreous china wall hung urinal with top inlet (code 705426) or back inlet (code 705427). Overall size 600 x 385 x 380 mm. Top inlet fittings (code 7054Z1) and back inlet fittings (code 7054Z2) include a 38 mm c.p. domical grating, a spreader (with a 20 mm diameter thread), and two hanger brackets.		8		
4.8	Supply and Sanitaryware vitreous china " close coupled 90° outlet open rim front single flush suite complete with lid and fitments (code 772402), including 15mm cobra angle valves, B2 toilet seat including adaptor for waste	m ²	8		
4.9	Supply and fit Sanitaryware vitreous china 510 x 405mm rounded basin with three semi-punched tapholes basin including fixation bolts, waste, cobra CP bottle trap, 15mm angle valve & 15mm stella taps	m ²	5		
4.10	Supply and install urinal	No.	4		
4.11	Supply and install door frame (match existing)	No.	2		
4.12	Supply and install aluminium windows (0.6 x1.2)	No.	8		
4.13	Supply and install burglar guard	No.	2		
4.13	Supply and install tissue holders	No.	8		
4.14	Repair and install gutter (seamless gutter)	m	40		
4.15	Supply and install seamless gutter.	No.	40		
4.16	Supply and install fascia board.	m	40		
4.17	Supply and install down pipes	No.	12		
4.18	Repair paving 400x400 and kerbs	m ²	50		
4.19	Prepare and paint concrete bench	m ²	20		
4.20	Write the number of the building	No.	3		
4.21	Prepare and paint exterior building	No.	160		
4.22	Prepare and paint Bekezela building external walls and paint with 2 coats using corporate colours –Battleship grey G13	m ²	200		
	Total Excluding VAT				
	15% VAT				
	Grand Total (Including VAT)				

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
C3.1	Scope of Work	20
	Total number of pages	20

C3 Scope of Work

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1 DESCRIPTION OF THE WORKS

1.1 Executive overview

The works that the contract is to perform are renovations to B4/60, B4/59 and contractors' ablutions in the Dry-dock, in the Port of Durban. The primary purpose of this document is to outline the scope of services and deliverables that Transnet National Ports Authority (TNPA) will require of a *Principal Contractor* with necessary experience and expertise to conduct repairs and renovations with no disruption to operations in Port of Durban

1.2 Deliverables

1.2.1 Tasks will include and be limited to the following main activities:

Building B4/60

All plumbing to be pressure tested

All plumbing and pipes in the wall to be replaced

Service door and paint.

Replace wall tiles same height with Fabian Bone 300x500 (Beige/Cream) (Tile Africa)

Replace floor tiles – Famous Black 300x300, dove grey grout and 60mm skirting.

Prepare walls using polyfill where needed, sand down and paint 1 coat white undercoat.

Paint interior walls with 2 coats Calico EPL 437.

Install 500x500 mirror above hand basin secured with chrome plated screws.

Install TR3 Roll Toilet roll holder (order coder TRS 0003).

Remove existing & flush master and replace with new Vaal Lavatera including FJ6000 Flushmaster, chase walls install new class 1 copper denso wrapped using 22mm copper pipe

Supply and fit vaal hibiscus WC including 15mm cobra angle valves, B2 toilet seat & PVC/Cast iron adaptor for waste.

Supply and fit vaal hibiscus basin including fixation bolts, waste, cobra CP bottle trap, 15mm angle valve & 15mm Stella taps

Entrance door and frame to be replaced

Supply and install aluminium windows

Supply and install burglar guard

Supply and install tissue holders

Repair and install gutter (seamless gutter)

Supply and install seamless gutter, fascia board and down pipes

Repair paving 400x400 and kerbs

Prepare and paint concrete bench

Write the number of the building

Prepare and paint Bekezela building

1.3 Reference Documents

- a) Construction Regulations 11 of the Occupational Health and Safety Act.
- b) National Ports Act (Act No. 12 of 2005 as amended).
- c) SANS 1200 series of Standardised Specification for Civil Engineering Construction.
- d) Building regulations

1.4 Employer's objectives

- a) The *Employer*, Transnet National Ports Authority, objectives is to Renovate offices in fire IV 4, Fire office Pier1, Pollution department in the Port of Durban

1.5 Interpretation and Terminology

1.5.1. The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
CDS	<i>Contractor</i> Documentation Schedule
CM	Construction Manager
CSHEO	<i>Contractor 's</i> Safety, Health and Environmental Officer
DWG	Drawings
SANS	South African National Standards
SHE	Safety, Health and Environment
SMP	Safety Management Plan

2 Supervision

- 2.1.1. The Contractor or a responsible person empowered to act for him shall be constantly on the site to supervise and receive the instructions of the Project Manager
- 2.1.2. The Scope of work states the requirements for the repair methods.
- 2.1.3. In case where the information presented to the *Contractor* is copyright to the *Employer*, the *Employer* grants permission to the *Contractor* to use such information solely for the purpose of the works (and the Contractor's obligation under paragraph 2.2 of the Employer's Works Information) ONLY

3 Construction

3.1 Temporary Works, Site Services and Construction Constraints

- 3.1.1 The *Contractor* complies with *Employer's* Site entry and security control, permits, and Site regulations.
- 3.1.2 The *Contractor* bears all costs incurred in providing *Contractor's* personnel with ID cards and access permits to the site.
- 3.1.3 The *Contractor* is specifically excluded from entering the *Employer's* Operational Areas which are outside the Site and Working Areas. The *Contractor* plans and organises his work in such a manner so as to cause the least possible disruption to the *Employer's* operations.
- 3.1.4 The *Contractor* ensures the safe passage of *Contractor's* traffic to and around the Site and Working Areas at all times that includes providing flagmen, protective barriers, signage and so forth for protection, direction and control of traffic.
- 3.1.5 The *Contractor* complies with the following access / egress permissions and restrictions for personnel and Equipment within the Site boundaries requirements of the *Employer*:
 - a) The Contractor ensures that all his construction staff, labour, and Equipment remains within his allocated and fenced off construction area.
 - b) Prior to bringing Equipment to site the *Contractor* will be required to notify the *Project Manager* as per the NEC 3 communication procedures and provide details of the Equipment to be brought to site and obtain approval from the *Project Manager*, the *Contractor* can only bring equipment once the *Project Manager* issues approval in writing.

c) All Contractor's staff and labour complies with the Employers (TNPA) operational safety requirements and are equipped with all necessary PPE, high visibility apparel and floating apparel.

3.1.6 People restrictions on Site; hours of work, conduct and records:

3.1.7 The *Contractor's* personnel and Sub-Contractor's on site are restricted from accessing areas outside the approved Working Area.

3.1.8 The Contractor complies with the following hours of work for his people including Sub-Contractors employed on the Site:

- Monday to Friday: 07:30am to 15:30pm

NB: Should the *Contractor* wish to deviate from the above working hours, a formal request shall be submitted to the *Project Manager* for approval two weeks prior to the start date of the deviation.

3.1.9 The *Contractor* keeps daily records of his people engaged on the Site and Working Areas including Sub-Contractors with access to such daily records available for inspection by the *Project Manager* at all reasonable times.

3.2 Health and Safety Facilities on Site

3.2.1. All health and safety matters associated with the *Works* shall be dealt with in accordance with Occupational Health & Safety Act, 1993 (Act No. 85 of 1993) and the Transnet National Ports Authority Health and Safety Specifications contained in **Annexure A** to this *Works* Information.

3.2.2. The *Contractor* shall prepare, implement and administer the *Contractor's* Health and Safety Management Plan (CHSMP). The Health and Safety Management Plan must provide a systematic method of managing hazards and implementing control measures.

3.2.3. The *Contractor* must prepare and submit the occupational health & safety file to the *Project Manager* for acceptance. The *Project Manager* will then submit the occupational health & safety to the TNPA Legal & Compliance Department for approval before the commencement of the *works*.

3.2.4. Pre-employment medical examinations as well as exit medicals will be required and must further include for chest X-rays. These medical examinations must be carried out by a registered Occupational Health practitioner. All costs associated will be for the *Contractor's* account.

3.2.5. The *Contractor* ensures that its Sub-Contractors comply with the requirements of the Occupational Health & Safety Act, 1993 (Act No. 85 of 1993).

- 3.2.6. The *Contractor* performs the *works* and all construction activities within the Site and Working Areas in accordance with the *Contractor's* Health and Safety Management Plan (CHSMP).

3.3 Title to Materials from Demolition and Dismantling:

- 3.3.1. The *Contractor* has no title to all materials arising from dismantling and demolition in the performance of the works with title to such materials remaining with the *Employer*. The *Project Manager* shall instruct the *Contractor* how to label, mark, set aside and/or dispose of such materials for the benefit of the *Employer* in accordance with ECC3 Clause 73.1.
- 3.3.2. With title to such Materials (as referenced above) remaining with the *Employer*, the *Employer* shall instruct the *Contractor* how to label, mark, set aside and/or dispose of such Materials for the benefit of the *Employer* in accordance with ECC Clause 73.1.

3.4 Co-operating with and Obtaining Acceptance of Others

- 3.4.1. The *Works* will be performed in an operational environment, work will proceed with normal duties, during the renovations the where the repairs will take place the employees or end user will be notify so that there will be no disruption. The *Contractor* shall have to liaise with the project manager in scheduling work and shall comply with all instructions.
- 3.4.2. The *Contractor* performs the *Works* and co-operates with The *Employer* (including the agents of the *Employer*) who operates on Site during the entire duration of the Contract period.
- 3.4.3. The *Contractor* performs the *Works* and co-operates with others, of whom the *Contractor* is to be notified once appointed by the *Employer*, who operate on Site during the entire duration of the Contract period.

3.5 Contractor's Equipment

- 3.5.1. The *Contractor* keeps daily records of his Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the Project Manager at all reasonable times.
- 3.5.2. All Equipment used by the *Contractor* on site shall be properly maintained and operated. All vehicles on public roads shall be roadworthy, with the necessary licences and safety requirements. A checklist/register shall be implemented which lists the operators qualifications and medical records.

3.5.3. The *Contractor* complies with the following:

- a) The Contractor shall supply all necessary materials, labour, tools, plant, PPE, demarcating signage as per the latest construction regulation and transport required for the proper completion of the works.

3.6 Equipment provided by the Employer

3.6.1. No Equipment will be provided by the *Employer*.

3.7 Site Services and Facilities

- 3.7.1. No facilities will be provided by the *Employer*. The *Contractor* may, however, make arrangements with the relevant Transnet personnel to make use of ablution facilities that might be on or near the site.
- 3.7.2. The *Contractor's* site establishment area(s) is to be within the *Contractor's* boundary of the area that will be confirmed with the successful *Contractor* after award and shall be clearly sign posted and be compliant with the relevant safety regulations and restrictions that might be in place until the *Contractor* has de-established from site. The site establishment layout must be approved by the *Project Manager*.
- 3.7.3. The *Contractor* shall ensure that the area used has a suitable continuous security fence and the necessary access gates. All preparation and fencing, etc. shall be done by the *Contractor* and shall be for his account, this includes clearing away and leaving clean and clear at completion.

3.8 Existing Premises, Inspection of Adjoining Properties and Checking Work of Others

- 3.8.1. The *Contractor* will be held responsible for any damage to existing structures and surfacing caused by the *Contractor* during the execution of the contract; fair wear and tear excluded, and shall repair it to the satisfaction of the *Supervisor* on conclusion of the *works*. For this purpose a joint inspection with the *Supervisor* will be carried out prior to occupation of the site(s) and any existing damage noted.

3.9 ENVIRONMENTAL AND WASTE MANAGEMENT

- During the preparation and implementation of the project on site should there be waste generated. The service provider will be expected to follow TNPA proper waste management.
- Ensure that high level of housekeeping is maintained at all times and make sure that they clean the site every day before they go.
- Comply with all legal and other requirements including this specification.
- Provide method statement that includes waste management plan

3.9.1. The Environmental Management Plan (EMP) to be kept on the SHE File must include, but not limited to the following sections detailing possible environmental aspects and impacts and management controls pertaining to aspects and impacts identified:

- Protection of sensitive/no-go areas;
- Management of hazardous chemicals and flammable substances;
- Pollution control & Spill response;
- Waste Management;
- Environmental education and awareness;
- Protection of marine species and birds;
- Monitoring and auditing and;
- Record keeping

3.10 Completion, Commissioning and Correction of Defects

3.10.1. The *work* to be done by the Completion Date:

- a) On or before the Completion Date the *Contractor* shall have done everything required to Provide the *Works* including the work listed below which is to be done before the Completion Date and in any case before the dates stated. The Project Manager cannot certify Completion until all the work listed below has been done and is also free of Defects, which would have, in his opinion, prevented the *Employer* from using the works and others from doing their work.

Item of work	To be completed by
Certificates of Compliance, permission to install & concessions	Within 2 days prior to Completion.
Snag and inspection before hand over	Within 2 days prior to Completion.
Copy of the Technical Specification	At Handover

3.10.2. The *Contractor* is permitted to carry out the following *Works* after Completion:

- a) Snags if they are being identified at the handover.

3.10.3. Use of the works before Completion has been certified will not form part of this contract.

- a) The *Employer* will not use part / parts of the *Works* before Completion is certified by the *Project Manager*.

3.11 Access Given by the Employer for Correction of Defects

3.11.1. Upon prior arrangement, The *Contractor* will be granted access to ocean terminal building to correct any defects.

3.11.2. The *Contractor* will be required to undertake certain procedures before such access can be granted this will include but not limited to:

- a) Safety requirements, develop method statement and risk assessment.
- b) Undergo TNPA inductions in order to obtain access permits.
- c) Obtain access permits from TNPA permit office.

3.11.3. The *Contractor* complies with the following constraints and procedures of the *Employer* where the *Project Manager* arranges access for the *Contractor* after Completion:

- a) Limited working space for available for the *Contractor* to perform defects corrections.
- b) *Contractor* shall be confined to the working times specified in paragraph 3.1.8.

3.12 Operational maintenance after Completion

3.12.1. The *Contractor* performs no further operational maintenance in relation to the *works* after Completion.

4 Plant and Materials Standards and Workmanship

Investigation and Site Clearance

- 4.1.1. The *Contractor* will be responsible for the setting out of the works.
- 4.1.2. Prior to commencing the works the *Contractor* records any defects or inaccuracies related to the existing renovations and presents this record to the *Project Manager* for acceptance. Only items recorded in this manner will be accepted as having pre-existed the Works and the remedying of all other damage will be the *Contractors* responsibility and for his cost.

Workmanship

- 4.2.1. The Contractor shall ensure that all sub-Contractors have obtained a copy of the *Works* Information requirements and that the sub-Contractors have thoroughly familiarised themselves with the contents of the Works Information. The Contractor shall also ensure that all sub-Contractors are suitably qualified and experienced to carry out the work for which they have been sub-contracted.
- 4.2.2. The *Project Manager* may, at his discretion, require a Quality Audit of Sub-Contractor (s) to ensure that the sub-Contractor(s) have the necessary management, facilities, skilled staff and quality control facilities to provide the Works to ensure compliance with the Works Information.

Particular Specifications

- 4.3.1. Refer to the following Annexures to this *Works Information*:
 - a) Annexure A – Transnet National Ports Authority Health and Safety Specifications
 - b) Annexure B – Transnet National Ports Authority Standard Environmental Specifications

5 List of Drawings

- 5.1. The *Employer* will make available all the available drawings as required by the service provider. Where there are no existing layouts the *Contractor* will be required to develop a layout.

6 Management and Start-Up

6.1 Management meetings

- 6.1.1. All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register are not to be used for the purpose of confirming actions or instructions under the contract as these are to be done separately by the person identified in the conditions of contract to carry out such actions or instructions.

6.2 Documentation Control

- 6.2.1. All incoming documents (external origin) shall be forwarded to the project manager for scanning, filing, including reference, sequential number allocation and registration.

6.3 Insurance provided by the Employer

- 6.3.1. Insurance provided by the *Employer* is contained in the Contract Data – Part 1.

6.4 Records of Defined Cost, Payments and Assessments of Compensation Events Kept by *Contractor*

- 6.4.1. The *Contractor* keeps the following records available for the *Project Manager* to inspect:
- a) Records of design employee's location of work (if appropriate);
 - b) Records of Equipment used and people employed outside the Working Areas (if applicable)

7 Procurement

7.1 Code of Conduct

Transnet aims to achieve the best value for money when buying or selling goods and obtaining services. This however must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any supplier dealing with Transnet must understand and support. These are:

- a) The Transnet Procurement Procedures Manual (PPM);
- b) Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- c) The Public Finance Management Act (PFMA);

- d) The Broad Based Black Economic Empowerment Act (B-BBEE); and
- e) The Anti-Corruption Act.

This code of conduct has been included in this contract to formally apprise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices

Transnet is in the process of transforming itself into a self-sustaining State Owned Enterprise, actively competing in the logistics industry. Our aim is to become a world class, profitable, logistics organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

1. *Transnet will not participate in corrupt practices and therefore expects its suppliers to act in a similar manner.*
 - a) Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our suppliers.
 - b) Employees must not accept or request money or anything of value, directly or indirectly, to:
 - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
 - Win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
 - Gain an improper advantage.
 - c) There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).
2. *Transnet is firmly committed to the ideas of free and competitive enterprise.*
 - Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.
 - Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing B-BBEE spend (fronting)
3. *Transnet's relationship with suppliers requires us to clearly define requirements, exchange information and share mutual benefits.*

- a) Generally, Suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
- Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
 - Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, B-BBEE status, etc.);
 - Corrupt activities listed above; and
 - Harassment, intimidation or other aggressive actions towards Transnet employees.
- b) Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
- c) Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflicts of Interest

1. *A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet.*
- a) Doing business with family members
- b) Having a financial interest in another company in our industry

7.2 The Contractor's Invoices

- 7.2.1. When the *Project Manager* certifies payment (see ECC Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.
- 7.2.2. The invoice must correspond to the *Project Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.
- 7.2.3. Invoices submitted by hand are presented to:
- Transnet National Ports Authority
Hlanganani depot building and marine
11 Methven Road room 214

Maydon wharf
Durban, South Africa
4001

For the attention of The Contract Administrator, Transnet National Ports Authority

7.2.4. The invoice is presented as an original.

7.3 People

7.3.1. Minimum requirements of people employed on the Site

South African Work Permits

7.3.2. The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* with respect to IR issues are stated in the paragraphs following:

7.4 Subcontracting

7.4.1. The *Contractor* uses one of the following specialists and suppliers as his Sub-Contractors:

There are no Transnet preferred Sub-Contractors (to include suppliers) at present. However, on a project specific basis, please consider Plant installed on (e.g.) adjacent contracts, existing plant at the Site etc. and consider statements for preferred Sub-Contractors for overall compatibility with Transnet owned plant for maintenance purposes or otherwise.

7.4.2. The *Contractor* shall not employ or bring a Sub-Contractor onto the Site and/or Working Areas without the prior approval of the *Project Manager*. Further, he shall appoint his Sub-Contractor(s) under the NEC3 Engineering Contract Subcontract unless approved otherwise by the *Project Manager*.

7.4.3. Where the *Contractor* employs a Sub-Contractor who constructs or installs part of the *works* or who supplies Plant and Materials for incorporation into the *works* which involves a Sub-Contractor operating on the Site and/or Working Areas, then the responsibilities as determined in the construction regulation 5 shall apply.

7.4.4. The *Contractor* ensures that a Sub-Contractor complies fully with the *Contractor's* Quality Management System (as described in the Works Information). Quality system requirements shall be applied on all subcontracts to the point where the acceptability of supplies can be demonstrated solely by the conduct of inspection and/or examination of goods upon receipt at the designated point of delivery.

8 List of Annexures

8.1. The following is a list of annexures issued by the *Employer* at or before the Contract Date and which apply to this *Works* Information:

- Annexure A – Transnet National Ports Authority Health and Safety Specifications
- a) Annexure B – Transnet National Ports Authority Standard Environmental Specifications

PART C4: SITE INFORMATION

Document reference	Title	No of pages
	This cover page	1
	Site Information	2-3
	Total number of pages	3

1. Description of the Site and its surroundings

1.1. General description

The Port of Durban serves KwaZulu-Natal, the Gauteng region and a large portion of the Southern African hinterland. The Port of Durban currently handles containers, dry bulk, liquid bulk, automotive and break bulk cargo. The Port of Durban handles approximately 60% of South Africa's container traffic. The port accommodates facilities for the local fishing industry, ship-repair industries, visiting cruise liner vessels and recreational boating. The Port of Durban is bounded by the city centre to the North, residential areas to the West and East, and industrial land to the South.

The layout of the port, indicating the precincts and berth layout, is presented in Figure 1-2. Within the precinct there are roads which are leading to different terminals and buildings. Site owned and operated by TNPA



Figure 1-2: Precincts and berth layout of the Port of Durban

Prospective contractors shall attend the site inspection and acquaint themselves with the nature of the *Works*, the condition under which the work is to be performed, and the means of access to site, any limitations or other authorities and in general will all matters that may influence or affect the contractor.

1.2. Existing buildings, structures, and plant & machinery on the Site

There are various buildings within terminals in the port. These terminals are operating for the following activities:

- Dry Bulk
- Liquid bulk
- Maritime Engineering
- Harbour Services
- Bunker Services

All these activities attract lot of vehicular movements around the Port of Durban, most being the trucks.

The Contractor shall allow for working under these conditions. Access to areas adjacent to the construction site shall be maintained at all times. Access to site will be via the Bayhead road heading straight to Prince Edward graving dock.

1.3. Other reports and publicly available information

The Port is exposed to extreme weather conditions such as high wind gusts and high humidity in the summer resulting in the concrete reaching surface temperatures in excess of 50 degrees Celsius.