



Transnet Property

CONTRACT NUMBER: **TCC/2022/11/0292/15775/RFP**

**DESCRIPTION OF THE WORKS:** Decommissioning of old Lifts, Design, Supply, Installations & Maintenance Of New Lifts At The Carlton Centre Johannesburg - Gauteng

---

**Transnet Property**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

**REQUEST FOR PROPOSAL (RFP)**

**FOR THE DECOMMISSIONING OF OLD LIFTS, DESIGN, SUPPLY, INSTALLATIONS & MAINTENANCE OF NEW LIFTS AT THE CARLTON CENTRE JOHANNESBURG - GAUTENG**

**NEC 3: ENGINEERING CONSTRUCTION CONTRACT (ECC)**

Between **Transnet Property**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

and

.....  
(Registration Number: )

**FOR THE DECOMMISSIONING OF OLD LIFTS, DESIGN, SUPPLY, INSTALLATIONS & MAINTENANCE OF NEW LIFTS AT THE CARLTON CENTRE JOHANNESBURG - GAUTENG**

---

**PART C1: AGREEMENT AND CONTRACT DATA****C1.1 Form of Offer and Acceptance****Offer**

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

**FOR THE DECOMMISSIONING OF OLD LIFTS, DESIGN, SUPPLY, INSTALLATIONS & MAINTENANCE OF NEW LIFTS AT THE CARLTON CENTRE JOHANNESBURG - GAUTENG**

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	<b>R</b>
Value Added Tax @ 15% is	<b>R</b>
The offered total of the Prices inclusive of VAT is	<b>R</b>
(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)

Date

Name &  
signature of  
witness

Tenderer's CIDB registration number:

**DESCRIPTION OF THE WORKS:** Decommissioning of old Lifts, Design, Supply, Installations & Maintenance Of New Lifts At The Carlton Centre Johannesburg - Gauteng

## 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).

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



**DESCRIPTION OF THE WORKS:** Decommissioning of old Lifts, Design, Supply, Installations & Maintenance Of New Lifts At The Carlton Centre Johannesburg - Gauteng

**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.

	<b>For the tenderer:</b>	<b>For the Employer</b>
Signature		
Name		
Capacity		
On behalf of	<i>(Insert name and address of organisation)</i>	Transnet SOC Ltd
Name & signature of witness		
Date		

**C1.2 Contract Data****Part one - Data provided by the Employer**

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option:	<b>A: Priced contract with price list (bills of quantities)</b>
	and secondary Options:	<b>W1: Dispute resolution procedure</b>
		<b>X2 Changes in the law</b>
		<b>X7: Delay damages</b>
		<b>X13: Performance Bond</b>
		<b>X16: Retention</b>
		<b>X18 Limitation of liability</b>
		<b>X20: Key Performance Indicators</b>
		<b>Z: Additional conditions of contract</b>
10.1	The <i>Employer</i> is (Name):	<b>Transnet SOC Ltd (Registration No. 1990/000900/30)</b>
	Address	<b>Transnet Corporate Centre 138 Ellof Street Johannesburg 2001</b>
10.1	The <i>Service Manager</i> is:	
11.2(1)	The <i>Accepted Plan</i> is	<b>Included in Part C3 of this document, including Annexes thereto as submitted by the Contractor and accepted by the Service Manager.</b>
11.2(2)	The <i>Affected Property</i> is	<b>Transnet Property Carlton Centre 150 commissioner street Johannesburg as set out in Part C4 <i>Site Information</i></b>
11.2(13)	The <i>Service</i> is	<b>For The Decommissioning Of Old Lifts And Design, Supply, Installations &amp; Maintenance</b>

**DESCRIPTION OF THE WORKS:** Decommissioning of old Lifts, Design, Supply, Installations & Maintenance Of New Lifts At The Carlton Centre Johannesburg - Gauteng

**Of New Lifts At The Carlton Centre  
Johannesburg (Middle Rise  
Offices) - Gauteng**

11.2(14) The following matters will be included in the Risk Register

**Service Level Performance**

**Adherence & Compliance to requirements The method statements, OHS Act,**

11.2(15)	The <i>Service Information</i> is in	The section titled <b>Service Information</b> included as Part C3 of this document.
12.2	The <i>law of the contract</i> is the law of	<b>The Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>1 Weeks</b>
21.1	The period within which the Contractor provides the Contractor's Plan	<b>5 calendar days from Contract Date</b>

<b>2</b>	<b>The Contractor's responsibilities</b>	<b>main</b>	<b>Detailed in Part C3 (Service Information)</b>
----------	--	-------------	--

**3 Time**

30.1	The <i>starting date</i> is	<b>Once signed by Transnet</b>
------	-----------------------------	--------------------------------

30.2	The <i>Service Period</i> is	<b>Up to Three (3) years from the <i>starting date</i> or when the contract value has been expended, whichever occurs first</b>
------	------------------------------	---

<b>4</b>	<b>Testing and Defects</b>	<b>No data is required for this section of the <i>conditions of contract</i></b>
----------	----------------------------	--

42.2	The <i>defects date</i> is	<b>52 (fifty two) weeks after Completion of the whole of the works.</b>
------	----------------------------	---

43.2	The <i>defect correction period</i> is	<b>2 weeks</b>
------	--	----------------

50.1	The <i>assessment interval</i> is on the	<b>25th (twenty fifth) day of each successive month</b>
------	--	---

51.1	The <i>currency of this contract</i> is the	<b>South African Rand (ZAR)</b>
------	---	---------------------------------

51.2	The period within which payments are made is	<b>Payment will be effected on or before the last day of the month following the month during</b>
------	--	---

**DESCRIPTION OF THE WORKS:** Decommissioning of old Lifts, Design, Supply, Installations & Maintenance Of New Lifts At The Carlton Centre Johannesburg - Gauteng

		which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	The prime lending rate of the Standard Bank, as determined from time to time.
6	Compensation events	No data is required for this section of the <i>conditions of contract</i> .
7	Use of Equipment Plant and Materials	No data is required for this section of the <i>conditions of contract</i> .
8	Risks and insurance	Refer to Part C1.4
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	Refer to Part C1.4
9	Termination	No data is required for this section of the <i>conditions of contract</i> .
10	Data for main Option clause	
A	Priced contract with price list (bills of quantities)	Refer to Part C2
11	Data for Option W1	
W1.1	The Adjudicator is	The Chairman of the Association of Arbitrators (Southern Africa)
W1.2	The Adjudicator nominating body is	the Association of Arbitrators (Southern Africa)
W1.4	The tribunal is	Arbitration
W1.4	If the tribunal is arbitration, the arbitration procedure is	The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)
W1.4	The place where arbitration is to be held is	Johannesburg, South Africa.
W1.4	The person or organization who will choose an arbitrator	The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.

**DESCRIPTION OF THE WORKS:** Decommissioning of old Lifts, Design, Supply, Installations & Maintenance Of New Lifts At The Carlton Centre Johannesburg - Gauteng

<b>12</b>	<b>Data for secondary Option</b>	
<b>X1</b>	<b>Price Adjustment for inflation</b>	N/A
<b>X2</b>	<b>Changes in the law</b>	No data is required for this secondary option.
<b>X7</b>	<b>Delay damages</b>	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	Capped at 5% of contract value
<b>X13</b>	<b>Performance bond</b>	
X13.1	The amount of the performance bond is	5% of the total of the Prices
<b>X16</b>	<b>Retention</b>	
X16.1	The retention free amount is	Nil
	The retention percentage is	10% on all payments certified.
		Table.
<b>X18</b>	<b>Limitation of liability</b>	
		The Total of the Prices
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	The deductible of the relevant insurance policy
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to	The cost of correcting defects
X18.3	The Contractor's total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to	The total of the Prices
X18.4	The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to	2 years after Completion of the whole of the works



DESCRIPTION OF THE WORKS: Decommissioning of old Lifts, Design, Supply, Installations & Maintenance Of New Lifts At The Carlton Centre Johannesburg - Gauteng

<b>X19</b>	<b>Task Order</b>	<b>No additional data is required for this secondary option</b>
<b>X20</b>	<b>Key Performance Indicators</b>	
X20.1	The <i>incentives schedule</i> for Key Performance Indicators is in	Refer to part C3
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	Refer to part C3
<b>Z</b>	<b>The <i>Additional conditions of Z1 – Z19 contract</i> are</b>	
	<b>Amendments to the Core Clauses</b>	
<b>Z1</b>	Interpretation of the law	
<b>Z1.1</b>	It will be a material term of this contract that the <i>Contractor</i> must subcontract a minimum of 30% of the value of the contract.	
<b>Z1.2</b>	The <i>Contractor's</i> Subcontracting percentage as detailed in the tender submission Returnable T2.2 .... will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the <i>Contractor</i> has failed in full to meet the material term of the contract, which may constitute a reason for termination.	
<b>Z1.3</b>	The <i>Contractor</i> shall report to the <i>Employer</i> on a Bi weekly basis during the term of the Contract, the amounts spent on each sub-contractor.	
<b>Z1.4</b>	Insert addition to Clause 26.2. The <i>Contractor</i> may not replace any sub-contractor without acceptance of the <i>Project Manager</i> . The <i>Project Manager</i> shall before acceptance of a replacement by the <i>Contractor</i> of any sub-contractor as detailed in the tender submission Returnable T2.2 ...., obtain representations or input from the initial sub-contractor to make an informed decision as to the proposed replacement.	

The sub-contracting arrangement/contract remains between the Contractor and sub-contractor.

- 
- Z1.5** The *Contractor* shall provide to the *Employer*, upon receiving an instruction to do so, any documentation and/or evidence required by the *Employer*, which in the *Employer's* opinion would be necessary to verify whether the *Contractor* has maintained the subcontracting percentage.

The *Contractor* shall provide the said documentation and/or evidence within the period stated in the instruction. The provision of the documentation and/or evidence shall not constitute a compensation event.

---

**Z2 Providing the Service:**

---

- Z2.1** In terms of Local Production and Content (SBD 6.2), Annexure A and Annexure C of the Returnable Schedule T2.2.....
- 

- Z2.2** The *Contractor* is required to note that the *Employer*, 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** The *Contractor* 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.

The *Contractor* shall report to the *Employer* on a monthly basis during the term of the Contract, the amounts spent on Local Production and Content for the designated sectors for the duration of the contract.

---

**Z5 Termination**

---

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

- Z5.1**
-

**DESCRIPTION OF THE WORKS:** Decommissioning of old Lifts, Design, Supply, Installations & Maintenance Of New Lifts At The Carlton Centre Johannesburg - Gauteng

Under the second main bullet, insert the following additional bullets after the last sub-bullet:

- commenced business rescue proceedings (R22)
- repudiated this Contract (R23)
- 

---

Z5.2 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"

---

Z5.3 Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."

---

## PART TWO – DATA PROVIDED BY THE *CONTRACTOR*

Clause	Statement	Data
10.1	The Contractor is (Name): Address:  Telephone No. Fax No.	
11.2	The <i>working areas</i> are	See C3 'Service Information'
24.1	The <i>Contractor's Key people</i> are:	<b>CV's to be appended to Tender Schedule</b>
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	



**DESCRIPTION OF THE WORKS:** Decommissioning of old Lifts, Design, Supply, Installations & Maintenance Of New Lifts At The Carlton Centre Johannesburg - Gauteng

Name:

Job:

Responsibility:

Qualifications:

Experience:

---

11.2 The following matters will be included in the Risk Register

*Contractor to populate*



**DESCRIPTION OF THE WORKS:** Decommissioning of old Lifts, Design, Supply, Installations & Maintenance Of New Lifts At The Carlton Centre Johannesburg - Gauteng

### **C1.3: CONTRACTOR HEALTH AND SAFETY SPECIFICATION GUIDELINES**

**Refer to “Annexure A”**

### **C1.4 CONTRACTOR QUALITY SPECIFICATION GUIDELINE**

**Refer to “Annexure B”**

DESCRIPTION OF THE WORKS: Decommissioning of old Lifts, Design, Supply, Installations & Maintenance Of New Lifts At The Carlton Centre Johannesburg - Gauteng

## PART C2: PRICING DATA

### C2.1 PRICING INSTRUCTIONS – Option B

## 1 The conditions of contract

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

Clause 11 in NEC3 Engineering and Construction Contract, June 2005 (ECC3) Option B states:

Identified and defined terms	11	
	11.2	<p>(21) The Bill of Quantities is the <i>bill of quantities</i> as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.</p> <p>(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.</p> <p>(28) The Price for Work Done to Date is the total of the quantity of the work which the <i>Contractor</i> 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 <i>Contractor</i> has completed.</p> <p>Completed work is work without Defects which would either delay or be covered by immediately following work.</p> <p>(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.</p>

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.

### 1.3 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.

### 1.4 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 ECC3 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.

**DESCRIPTION OF THE WORKS:** Decommissioning of old Lifts, Design, Supply, Installations & Maintenance Of New Lifts At The Carlton Centre Johannesburg - Gauteng

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

### 2.2 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 <sup>2</sup>	square metre
m <sup>2</sup> -pass	square metre pass
m <sup>3</sup>	cubic metre
m <sup>3</sup> -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
No.	number
Prov sum <sup>1</sup>	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

<sup>1</sup> 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



**DESCRIPTION OF THE WORKS:** Decommissioning of old Lifts, Design, Supply, Installations & Maintenance Of New Lifts At The Carlton Centre Johannesburg - Gauteng

## 2.3 General assumptions

- 2.3.1 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- 2.3.2 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.
- 2.3.3 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.
- 2.3.4 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.
- 2.3.5 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.
- 2.3.6 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 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.
- 2.3.7 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.

## 2.4 Departures from the *method of measurement*

- 2.4.1

## 2.5 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.

- 2.5.1

## C2.2 Bill of Quantities

- The pricing submitted by the bidder is to include for all costs relating to the removal of existing equipment, design, manufacture, shipping to site, installation, commissioning and maintenance of new lifts, unless otherwise specified as a separate item.
- Pricing for lifts shall include a 12-month free maintenance & Warranty period. Please note that the free maintenance & warranty period will only commence from the date of handover and acceptance of all the lifts forming part of this project. Although partial handover will be accepted by the Project Manager, the Contractor will be responsible for the maintenance of all units until such time that all units are completed and handed over to the Project Manager.
- The contractor is to provide the cost for comprehensive maintenance on all lifts for a period of 36 months, the comprehensive maintenance period will commence immediately after the expiration of the free maintenance period.
- Any budgetary allowance spending shall only be by written instruction of the Project Manager.

### Decommissioning, Design, Supply and Installation of 11x New Lifts

Item	Description	Unit Price (Rands)	No. of Items	Subtotal (Unit Price x no. of Items) (Rands)
1.	Main car group, Lift no. 8/9/10/11/12/13 - Middle Rise  1816 kg @ 4.0 m/s as specified	R	6	R
2.	Main car group, Lift no. 1/2/3- Low Rise  1816 kg @ 4.0 m/s as specified	R	3	R
3.	Main car group, Lift no. OG22, OG23 – underground Parking  1816 kg @ 4.0 m/s as specified	R	2	R
4.	Allowance for builder's work/alterations and electrical provisions & installation to meet the requirements of the new lifts (Prov Sum)	R120 000,00	11	R 1 320 000.00
5.	Removal of existing lifts, provide hoarding, barricading and removal of scrap materials from site	R	11	R
6.	Allowance for Lift car interiors (Prov Sum)	R 50 000,00	11	R 550 000.00
7.	Site Establishment including all necessary equipment & tools	R	1	R
8.	De-establishment including making good and cleaning.	R	1	R
9.	Provision for site safety and compliance for the duration of the contract.	R	1	R
10.	Preliminary & General Costs	R	1	R
<b>CONTRACT TOTAL (ITEMS 1 TO 10) EXCL VAT</b>				<b>R</b>
<b>VAT@15%</b>				
<b>CONTRACT TOTAL (ITEMS 1 TO 10) INCL VAT</b>				<b>R</b>

\*The must be read and completed in conjunction with the Scope of Works and the Detailed Technical Specifications for Lifts.

Warranty Period with be 12 Months for the date completion and final commissioning.

Maintenance is scheduled to commence from the date of expiry of the warranty period of 12 Months for a period of 24 Months.

**Maintenance of 11x New Lifts for a period of 24 Months after commissioning of the last unit.**

Item	Description	Frequency	Year 1 – Price excluding VAT	Year 2 – Price excluding VAT
1.	Scheduled Maintenance x11 Lifts			
2.	Call out Fee for Breakdown	N/A		
3.	Repair fee per hour (Labour)			
<b>CONTRACT TOTAL (ITEMS 1 TO 3) EXCL VAT</b>				<b>R</b>
<b>VAT@15%</b>				
<b>CONTRACT TOTAL (ITEMS 1 TO 3) INCL VAT</b>				<b>R</b>

**Lifts Spare parts**

Bidders must submit a Full list of all Spare parts required for the Lift Maintenance with Pricing Schedule as follows:

#	Description of Part	Make	Part Number	Qty	Price (Excl. VAT)
1.				1	
2.				1	
3.				1	
4.				1	

## PART 3: EMPLOYER'S SERVICE INFORMATION

### C3.1 Description of service

PART C3: SCOPE OF WORK .....	ERROR! BOOKMARK NOT DEFINED.
SECTION 1 .....	10
1 Description Of The Works.....	10
1.1 Executive overview .....	10
1.2 Employer's objectives .....	10
1.3 Interpretation and terminology .....	10
2 Engineering and the <i>Contractor's</i> Design .....	11
2.1 <i>Employer's</i> design .....	11
2.2 Parts of the <i>works</i> which the <i>Contractor</i> is to design .....	11
2.3 Procedure for submission and acceptance of <i>Contractor's</i> design .....	11
2.4 Review and Acceptance of Contractor Documentation .....	12
2.5 Other requirements of the <i>Contractor's</i> design .....	12
2.6 Use of <i>Contractor's</i> design .....	12
2.7 Design of Equipment.....	12
2.8 Equipment required to be included in the <i>works</i> .....	12
2.9 As-built drawings, operating manuals and maintenance schedules .....	12
3 Construction .....	13
3.1 Temporary <i>works</i> , Site services & construction constraints.....	13
3.2 Completion, Testing, Commissioning and Correction of Defects .....	15
4 Plant and Materials Standards and Workmanship .....	17
4.1 Investigation, Survey and Site Clearance .....	17
4.2 Building Works .....	17
4.3 Civil Engineering and Structural Works.....	18
4.4 Electrical & Mechanical Engineering Works .....	19
4.5 Process Control and IT Works .....	21
4.6 Other [as required] .....	21
5 List Of Drawings.....	21
5.1 Drawings issued by the <i>Employer</i> .....	21
SECTION 2 .....	22
6 Management and start up.....	22
6.1 Management meetings.....	22

6.2	Documentation Control .....	22	
6.3	Safety risk management .....	23	
6.4	Environmental constraints and management .....	23	
6.5	Quality assurance requirements.....	23	
6.6	Programming constraints.....	24	
6.7	Contractor's management, supervision and key people .....	24	
6.8	Training workshops and technology transfer .....	<b>Error! Bookmark not defined.</b>	
6.9	Insurance provided by the Employer .....	25	
6.10	Contract change management .....	25	
6.11	Provision of bonds and guarantees .....	25	
6.12	Records of Defined Cost, payments & assessments of compensation events kept by <i>Contractor</i>	25	25
7	Procurement.....	25	
7.1	Code of Conduct.....	25	
7.2	The <i>Contractor's</i> Invoices.....	26	
7.3	People .....	<b>Error! Bookmark not defined.</b>	
7.4	Subcontracting .....	27	
7.5	Plant and Materials .....	27	
7.6	Tests and inspections before delivery .....	28	
7.7	Marking Plant and Materials outside the Working Areas.....	28	
7.8	<i>Contractor's</i> Equipment (including temporary <i>works</i> ). .....	28	
7.9	Preparation of post Completion contracts .....	28	
SECTION 3	.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>	
C3.2	CONTRACTOR'S WORKS INFORMATION.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>	

# SECTION 1

## 1 Description of the *works*

### 1.1 Executive overview

The *works* that the *Contractor* is to perform *involve* The Design, manufacture, supply and install new lifts at Carlton Centre Low rise(3 Lifts), Medium Rise (6 Lifts) and underground parking (2 Lifts). The contractor will also be responsible for the decommissioning and removal of existing equipment. All items required for the installation of the new lifts is to be provided for by the contractor e.g. scaffolding, hoarding, plant and equipment.

The contractor will also be responsible for the commissioning of the new equipment and will provide a 12-month free comprehensive maintenance and warranty period. At the end of the warrantee period, the contractor will provide preventative, corrective, emergency maintenance services for a duration of 24 months. The contractor is to ensure that extra care is taken prior to and during the works as this is a 'live' building i.e daily operations within the building will continue during the decommissioning and installation of the new lifts.

### 1.2 Employer's objectives

The *Employer's* objectives are to provide, safe, reliable and efficient vertical transportation at Carlton Centre office tower and parking . Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
AIA	Authorised Inspection Authority
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
CD	Compact Disc
CDR	Contractor Documentation Register
CDS	Contractor Documentation Schedule
CRL	Contractor Review Label
CSHEO	Contractor's Safety, Health and Environmental Officer
CM	Construction Manager
DTI	Department of Trade and Industry
DWG	Drawings
EO	Environmental Officer
HAW	Hazard Assessment Workshop
HAZOP	Hazard and Operability Study
HSSP	Health and Safety Surveillance Plan
INC	Independent Nominated Consultant
IP	Industrial Participation
IR	Industrial Relations
IPP	Industrial Participation Policy
IPO	Industrial Participation Obligation
IPS	Industrial Participation Secretariat
IRCC	Industrial Relations Co-ordinating Committee
JSA	Job Safety Analysis
CIRP	Contractor's Industrial Relations Practitioner
Native	Original electronic file format of documentation
PES	Project Environmental Specifications
PHA	Preliminary Hazard Assessment
PIRM	Project Industrial Relations Manager
PIRPMP	Project Industrial Relations Policy and Management Plan
PLA	Project Labour Agreements

PSIRM	Project Site Industrial Relations Manager
PSPM	Project Safety Program Manager
PSSM	Project Site Safety Manager
ProgEM	Programme Environmental Manager
ProjEM	Project Environmental Manager
QA	Quality Assurance
R&D	Research and Development
SANS	South African National Standards
SASRIA	South African Special Risks Insurance Association
SES	Standard Environmental Specification
SHE	Safety, Health and Environment
SHEC	Safety, Health and Environment Co-ordinator
SIP	Site Induction Programme
SMP	Safety Management Plan
SSRC	Site Safety Review Committee
.....	.....

## 2 Engineering and the *Contractor's* design

### 2.1 *Employer's* design

- 2.1.1 The *Employer's* design for the *works* is: A detailed technical specification issued with this document, the contractor is to design, manufacture and install his equipment in accordance to the specifications issued by the Employer and as annexed to this document. The contractor is to clearly indicate any qualifications or deviations with the technical specification at the time of submission of their Tender.

and is contained in Annexure 'A' attached to this document.

- 2.1.2 The *Employer* grants the *Contractor* a licence to use the copyright in design data presented to the *Contractor* for the purpose of the *works* (and the *Contractor's* obligation under paragraph 2.2 of the *Employer's Works* Information) ONLY.

### 2.2 Parts of the *works* which the *Contractor* is to design

- 2.2.1 The *Contractor* is to design the following parts of the *works*:

- 2.2.2 The *Contractor* is responsible in his design for the overall integration of the design of the *works* with the design of the *Employer* as stated under 2.1 *Employer's* design above for the following parts of the *works*:

The contractor is to design all lifts to suit existing motor rooms, shafts and site conditions. All lifts and associated equipment supplied by the contractor are to be in compliance with SANS 1545 as well as the detailed technical specification annexed to this document.

- 2.2.3 Unless expressly stated to form part of the design responsibility of the *Employer* as stated under 2.1 *Employer's* design above and whether or not specifically stated to form part of the design responsibility of the *Contractor* under this paragraph 2.2, all residual design responsibility and overall responsibility for the total design solution for the *works* rests with the *Contractor*.

### 2.3 Procedure for submission and acceptance of *Contractor's* design

- 2.3.1 The *Contractor* shall address the following procedures:

Post appointment, the contractor is to provide workshop drawings for all equipment covered in this tender. The workshop drawings are to indicate equipment proposed and must be in accordance with the detailed technical specification provided with this document.

The *Employer* will check the workshop drawings and no manufacturing is to commence until such time that the *Employer* has issued a written approval for all proposed equipment as detailed in the workshop drawings.

- 2.3.2 The *Contractor* undertakes design safety reviews with the *Employers* appointed Consultant

## 2.4 Review and Acceptance of *Contractor* Documentation

The *Contractor* submits documentation as the 'Works Information' requires to the *Project Manager* for review and acceptance.

## 2.5 Other requirements of the *Contractor's* design

2.5.1 The *Contractor's* design complies with the following:

Provide all work in accordance with the requirements of the South African National Standards **SANS 1545-1**, all other relevant published lift **SANS Standards**, the Occupational Health and Safety Act 85 of 1993 as revised and current regulations of all other codes applicable to the work. Other relevant Standards (SANS) to be applied shall include but shall not be limited to:

- SANS 50081-1 (EN 81-1) Electric Lifts
- SANS 50081-70 (EN 81-70) Accessibility to lifts for persons including persons with disability.
- SANS 1545-9 Lift landing doors – Fire resistance testing.
- SANS 10360- Lift maintenance requirements.

## 2.6 Use of *Contractor's* design

2.6.1 The *Contractor* grants the *Employer* a licence to use the copyright in all design data presented to the *Employer* in relation to the *works* for any purpose in connection with the construction, re-construction, refurbishment, repair, maintenance and extension of the *works* with such licence being capable of transfer to any third party without the consent of the *Contractor*.

2.6.2 The *Contractor* vests in the *Employer* full title guarantee in the intellectual property and copyright in the design data created in relation to the *works* as follows:

Design of lifts proposed as it may refer to the detailed technical specification provided by the Employer.

## 2.7 Design of Equipment

2.7.1 The *Contractor* submits his design details for the following categories of his proposed principal Equipment to the *Project Manager* for his information only:

- a) The building/s where the *Works* are to be performed are occupied and the *Contractor* is to ensure minimal disruption to daily operations within the buildings.
- b) The *Contractor* shall provide details of hoarding and barricading which they will install as protection from building occupants and the general public.
- c) The *Contractor* shall provide detailed workshop drawings and the technical specifications for approval by the *Employer* or their appointed representative of their proposed product prior to the commencement of any manufacturing.
- d) The *Contractor* is fully responsible for the product they provide, and the *Contractor* is to ensure that the provided product complies with all relevant regulations.

2.7.2 The following principal Equipment categories deployed for the *Contractor* to provide the *Works* require its design to be accepted by the *Project Manager* under ECC Clause 23.1:

Hoisting and rigging equipment as well as hand tools required during the removal of existing equipment and the installation of new equipment.

## 2.8 Equipment required to be included in the *works*

2.8.1 None

## 2.9 As-built drawings, operating manuals and maintenance schedules

2.9.1 The *Contractor* provides the following:



As-built drawings, commissioning, maintenance and operating manuals, copies of passwords, setup parameters, testing/programming tools at the time when a lift is certified and handed over to the *Employer* for their beneficial use.

#### 2.9.2 **As-Built/Final Documentation**

*Contractor* submits documentation as the 'Works Information' requires to the *Project Manager* for review and acceptance.

#### 2.9.3 **Installation, Maintenance and Operating Manuals and Data Books**

*Contractor* submits documentation as the 'Works Information' requires to the *Project Manager* for review and acceptance.

### **3 Construction**

#### **3.1 Temporary works, Site services & construction constraints**

3.1.1 *Employer's* Site entry and security control, permits, and Site regulations

3.1.2 The *Contractor* complies with the following requirements of the *Employer*:

The *Contractor* is to issue a list of employees/personnel who will be performing the work on site and the *Employer* will issue this same list to the responsible security officials at the site.

3.1.3 Restrictions to access on Site, roads, walkways and barricades

3.1.4 The *Contractor* complies with the following requirements of the *Employer*:

The *Contractor* is to ensure adequate protection of all exposed works or areas where work is being performed. The *Contractor* is to ensure that the public cannot access areas where the *Contractor* is executing his works.

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

To be determined by the *Employers Project Manager* together with the *Contractors Site Manager*.

3.1.6 The *Contractor* complies with the following hours of work for his people (including Subcontractors) employed on the Site:

Same as 3.1.5

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

3.1.8 Health and safety facilities on Site

3.1.9 The *Contractor* complies with the requirements stated under paragraph 2.3 of C3.1 *Employer's* Works Information.

3.1.10 Environmental controls, fauna & flora, dealing with objects of historical interest

3.1.11 The *Contractor* complies with the CEMP, SES and PES in the construction of the *works*, all as described under paragraph 2.4 of C3.1 *Employer's* Works Information.

3.1.12 Title to Materials from demolition and excavation

3.1.13 The *Contractor* has title to all Materials arising from excavation and demolition in the performance of the *works* with the exception of:

All obsolete materials or scrap removed prior to installation of the new equipment. All equipment which formed part of the existing lift and is required to be removed to facilitate the installation of the new lift/equipment, remains the property of the *Employer*.

With title to such Materials (as referenced above) 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 ECC Clause 73.1.

3.1.14 Cooperating with and obtaining acceptance of others

3.1.15 The *Contractor* performs the *works* and co-operates with:

Any other contractors or subcontractor who have been appointed by the *Employer* to perform ancillary works relative to the removal or installation of the lifts.

3.1.16 Publicity and progress photographs

No Publicity photographs without the permission of the *Project Manager* and *Employer*.

3.1.17 N/A

3.1.18 N/A

3.1.19 The *Contractor* does not advertise the contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of the *Project Manager*.

3.1.20 *Contractor's Equipment*

The *Contractor* is responsible for his own equipment. The *Employer* has no liability for loss or damage, which may occur to the contractor's equipment.

The *Contractor* is to ensure that all equipment is tested and certified as required by the equipment manufacturer as well as OHS Act.

3.1.21 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.

3.1.22 The *Contractor* complies with the following permissions and restrictions in the use of Equipment as required by the *Employer*:

All equipment including but not limited to hoisting and rigging equipment and devices, scaffolding, power tools are to be certified as required by the relevant regulations. Records are to be kept by the contractor of regular inspection and testing of this equipment.

3.1.23 Equipment provided by the *Employer*

None

3.1.24 The *Employer* provides the following Equipment on the Site for the *Contractor's* use:

None

3.1.25 The *Contractor* complies with the following conditions in using the *Employer's* Equipment:

N/A

3.1.26 Site services and facilities:

All sites where work is to be performed are existing with existing facilities. The contractor is to familiarize themselves with the sites and is to include in his tender the costs for any additional services and facilities they may require.

3.1.27 The *Employer* provides the following facilities for the *Contractor*:

N/A

3.1.28 Wherever the *Employer* provides facilities (including, *inter alia*, temporary power, water, waste disposal, telecommunications etc) for the *Contractor's* use within the Working Areas and the *Contractor* adapts such facilities for use, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the *Employer*.

3.1.29 Facilities provided by the *Contractor*:

The *Employer* will allocate to the *Contractor* a dedicated space where it will be the *Contractor's* responsibility to erect facilities including fencing and hoarding as the contractor may require. The *Contractor* is to ensure that they indicate all costs for these facilities at tender stage.

3.1.30 The *Contractor* provides the following facilities for the *Project Manager* and *Supervisor*:

Facilities for the *Project Manager* and *Supervisor* will be provided by the *Employer*

3.1.31 Wherever the *Contractor* provides facilities (either his own or for the *Project Manager* and/or *Supervisor*) and all items of Equipment, involving, *inter alia*, offices, accommodation, laboratories, Materials storage, compound

areas etc, within the Working Areas, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.

- 3.1.32 Unless expressly stated as a responsibility of the *Employer* as stated under 5.1.11 Site services and facilities, all residual requirements for the provision of facilities and all items of Equipment necessary for the *Contractor* to Provide the *Works* remains the responsibility of the *Contractor*.
- 3.1.33 Existing premises, inspection of adjoining properties and checking work of Others  
N/A
- 3.1.34 N/A Insert relevant details
- 3.1.35 Survey control and setting out of the *works*
- 3.1.36 The *Employer* provides the following information and survey controls for the *Contractor*:  
The contractor is responsible for setting out of his own works.
- 3.1.37 Excavations and associated water control  
N/A
- 3.1.38 The *Contractor* complies with the following requirements N/A:  
N/A
- 3.1.39 Underground services, other existing services, cable and pipe trenches and covers  
N/A
- 3.1.40 Where the *Contractor* encounters existing [underground services / existing services cables / pipe trenches] [state as appropriate], the *Contractor* undertakes the following:  
Report to the *Project Manager* for their attention and action.
- 3.1.41 Control of noise, dust, water and waste
- 3.1.42 The *Contractor* complies with the following:  
The *Contractor* shall keep noise and dust to a minimum as these are operating and fully functioning buildings.
- 3.1.43 Sequences of construction or installation
- 3.1.44 The *Contractor* complies with the following:  
N/A
- 3.1.45 Giving notice of work to be covered up N/A  
N/A
- 3.1.46 Hook ups to existing *works*
- 3.1.47 The *Contractor* complies with the following constraints in the execution of the *works*:  
The Project Manager is to be informed should there be a requirement to shut down any services.

## **3.2 Completion, testing, commissioning and correction of Defects**

- 3.2.1 The *work* to be done by the Completion Date  
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 completed 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.
- 3.2.2 The *Contractor* is permitted to carry out the following *works* after Completion:  
Routine maintenance/ servicing of lifts. Call-backs, repairs and defect rectification during the free maintenance/warranty period.
- 3.2.3 Use of the *works* before final Completion. The *Contractor* together with the *Employers Project Manager* will decide the program for handover as well as if it is necessary for partial handover of completed lifts. The contractor will be responsible for maintenance of any partially handed over lifts. The free maintenance and warranty period will however only commence after completion and handover of all lifts forming part of this project.

- 3.2.4 The *Employer* uses the following part / parts of the *works* before Completion is certified by the *Project Manager* which do not constitute take over by the *Employer* for the reason(s) stated:  
All lifts are to be certified as required by the OHS Act prior to being handed over for use by the Employer or their Tenants.
- 3.2.5 Materials facilities and samples for tests and inspections  
All completed Lifts prior to handover
- 3.2.6 The *Contractor* provides the *Employer* with the following [state what facilities will be made available and when, what Materials if any and samples in order for the *Supervisor* to perform his tests and inspections as described under paragraph 5.2.1 of C3.1 *Employer's Works Information*] as ECC Clause 40.2:  
Annexure 'A' and 'B' certifications
- 3.2.7 The *Employer* provides the *Contractor* with the following [state what facilities will be made available and when, what materials if any and samples in order for the *Supervisor* to perform his tests and inspections as described under paragraph 3.2.1 of C3.1 *Employer's Works Information*] as ECC Clause 40.2:  
N/A
- 3.2.8 Commissioning  
The *Contractor* is to inform the *Project Manager* of the dates and times when the *Contractor* will be commissioning any equipment. The *Project Manager* is entitled to observe any commissioning and test activities as he may require
- 3.2.9 The *Contractor* provides the following commissioning activities to bring the *works* in use in liaison with the *Employer*:  
Completion of Annexure certificates, completion of any snags, items which may have been identified by the *Project Manager* or *Supervisor*.
- 3.2.10 Start-up procedures required to put the *works* into operation  
The *Contractor* shall inform the *Project Manager* in writing at least 5 working days prior to any lifts being put into use.
- 3.2.11 The *Contractor* performs the following duties and actions on behalf of the *Employer* to put the *works* into operation:  
When a completed lift is put into use, the *Contractor* shall have engineering and technical staff on standby within the respective building where the contractor will be putting completed works into operation.
- 3.2.12 Take over procedures
- 3.2.13 The *Contractor* provides the following assistance to the *Employer*:  
N/A
- 3.2.14 The *Contractor* ensures that the documentation as described under paragraph 3.8 of the *Works Information* is presented to the *Project Manager* before Completion.
- 3.2.15 The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of As-built documents that represent the fully status of the completed *works* (to include Plant within the *works*) to present to the *Employer*.
- 3.2.16 The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of maintenance and operating manuals at the earlier of take-over or Completion.
- 3.2.17 Where the *Contractor* has presented maintenance and operating manuals to the *Project Manager* at take-over, the *Contractor* modifies and updates As-built documents as necessary prior to Completion.
- 3.2.18 Access given by the *Employer* for correction of Defects
- 3.2.19 The *Contractor* complies with the following constraints and procedures of the *Employer* where the *Project Manager* arranges access for the *Contractor* after Completion:  
The *Contractor* is to report to the respective building *Supervisor*/representative at each site visit.
- 3.2.20 Performance tests after Completion
- 3.2.21 The *Contractor* performs the following performance tests after Completion of the *works*:  
Submit monthly call-back, breakdown or repair reports during the free maintenance / warranty period.
- 3.2.22 Training and technology transfer
- 3.2.23 The *Contractor* facilitates the following requirements for training workshops after Completion for the *works* in use:

N/A

- 3.2.24 The *Contractor* arranges for the following technology transfer to the *Employer* after Completion for the *works* in use:

Copies of setup parameter

Provide test tools required for programming and testing of control systems

Provide lists of passwords as well as any software required to access control systems

- 3.2.25 Operational maintenance after Completion

- 3.2.26 The *Contractor* performs the following operational maintenance in relation to the *works* after Completion:

Routine preventative maintenance, Repairs and Call-backs for the period specified

## 4 Plant and Materials Standards and Workmanship

### 4.1 Investigation, Survey and Site Clearance

- 4.1.1 The *Contractor* carries out the following investigations at the Site:

The contractor is to ensure that they accurately survey all existing lift shafts, pits, motor-rooms and any associated infrastructure prior to the contractor issuing any workshop drawings or designs for approval to the Project Manager.

### 4.2 Building works

- 4.2.1 Where the Association of South African Quantity Surveyors Model Preamble for Trades 1999 are used within the Works Information, the following interpretations and meanings shall apply:

- 4.2.2 In case of any conflict in interpretation, ambiguity or discrepancy between any Model Preamble for Trades 1999 (whether standard or written as a particular project specification) contained in the *Works* Information and the *conditions of contract*, the *conditions of contract* take precedence within the ECC Contract.

- 4.2.3 In case of any conflict in interpretation, ambiguity or discrepancy between any Model Preamble for Trades 1999 (whether standard or written as a particular project specification) contained in this paragraph 4.2 of C3.1 *Employer's* Works Information and specific statements contained elsewhere in C3.1 *Employer's* Works Information, the specific statements contained elsewhere shall prevail, without prejudice to the *Project Manager's* express duty to resolve any ambiguity or inconsistency in the *Works* Information under ECC Clause 17.1.

- 4.2.4 Within the Model Preambles for Trades 1999, the following amendments and interpretations shall apply:

Where the word or expression "Principal Agent" is used, read "*Project Manager*" or "*Supervisor*" as the context requires.

Where the word or expression "*Contractor*" is used, read "*Contractor*".

Where the word or expression "Engineer" is used, read "*Project Manager*" or "*Supervisor*" as the context requires.

Where the Model Preambles for Trades 1999 mention "rates" for measured work and any contractual statements relating to payment, all such statements shall be discounted, with the ECC *conditions of contract* taking precedence.

- 4.2.5 Within the Model Preambles for Trades 1999, A. GENERAL, the following amendments and interpretations shall apply:

Where the word or expression "bills of quantities" is used, this shall be discounted for the purposes of the *Works* Information. The ECC Contract Data - Part One states the main option to apply within the ECC Contract between the Parties.

- 4.2.6 Within the Model Preambles for Trades 1999, B. ALTERATIONS, B.2 MATERIALS FROM THE ALTERATIONS, CREDIT, ETC and C. EARTHWORKS, C1.4 Materials from demolitions shall not apply. C3.1 *Employer's* Works Information paragraph 3.1.6 states details of the *Contractor's* title (if any) to Materials arising from excavations and/or demolitions and how such Materials are either to be disposed of or re-used in the *works*.

- 4.2.7 Within the Model Preamble for Trades 1999 Q. PLUMBING AND DRAINAGE, Q.24 TESTS shall be deemed to be included within paragraph 3.2.1 of C3.1 *Employer's* Works Information.

- 4.2.8 Within the Model Preamble for Trades 1999 U. EXTERNAL WORKS, U.3.8 Process control tests shall be deemed to be included within paragraph 3.2.1 of C3.1 *Employer's Works Information*.
- 4.2.9 The principles, meanings and interpretation stated and established within paragraphs 6.2.1 to 6.2.8 with respect to the Model Preambles for Trades 1999 equally apply to the other Model Preambles for Trades 1999 references used within this paragraph 4.2 of C3.1 *Employer's Works Information*.

### 4.3 Civil Engineering and Structural Works

- 4.3.1 Where the SANS 1200 series of Specifications are used within the Works Information, the following interpretations and meanings shall apply:
- 4.3.2 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in the *Works Information* and the conditions of contract, the conditions of contract take precedence within the ECC contract.
- 4.3.3 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in this paragraph 4.3 of the *Employer's Works Information* and specific statements contained elsewhere in C3.1 *Employer's Works Information*, the specific statements contained elsewhere shall prevail, without prejudice to the Project Manager's express duty to resolve any ambiguity or inconsistency in the *Works Information* under ECC Clause 17.1.
- 4.3.4 Within SANS 1200 A: GENERAL, the following amendments and interpretations shall apply:
- Where the word or expression "Employer" is used, read "*Employer*";
- Where the word or expression "Contractor" is used, read "*Contractor*";
- Where the word or expression "Engineer" is used, read "*Project Manager*" or "*Supervisor*" as the context requires;
- Where the word or expression "schedule of quantities" is used, this is deleted in entirety. Assessment and payment is in accordance with the *conditions of contract* (and the ECC main and secondary options stated therein);
- 4.3.5 Within SANS 1200 A: GENERAL 2.3 DEFINITIONS, the following apply:
- "Acceptable. Approved (Approval)" is interpreted as either a *Project Manager* or a *Supervisor* communication or instruction in relation to Works Information compliance, consistent with the *conditions of contract* as the context requires;
- "Adequate" is deleted. The *Project Manager* notifies the *Contractor* where the *Contractor* has not complied with the *Works Information*;
- "Measurement and payment" and the further definitions contained within 6.3 c) are deleted. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein);
- 4.3.6 Within SANS 1200 A: GENERAL 2.6 APPROVAL, the following applies:
- "Approval" by either the *Project Manager* and/or the *Supervisor* is without prejudice to ECC Clause 14.1 and, inter alia, ECC Clauses 13.1, 14.3 and 27.1.
- 4.3.7 SANS 1200 A: GENERAL 2.8 ITEMS IN SCHEDULE OF QUANTITIES, is deleted in entirety. Assessment and payment is in accordance with the *conditions of contract* (and the ECC main and secondary options stated therein).
- 4.3.8 SANS 1200 A: GENERAL 3.2 STRUCTURES AND NATURAL MATERIAL ON SITE, applies only to the extent that it is consistent with paragraph 3.1.6 of C3.1 *Employer's Works Information*.
- 4.3.9 Within SANS 1200 A: GENERAL 7.1 PLANT, the following applies:
- Where the word or expression "Plant" is used, read "Equipment".
- 4.3.10 SANS 1200 A: GENERAL 7.2 CONTRACTOR'S OFFICES, STORES AND SERVICES, applies but the *Project Manager* resolves any inconsistency with statements included within paragraph 3.1.12 of C3.1 *Employer's Works Information*.
- 4.3.11 SANS 1200 A: GENERAL 3.1 SURVEY, applies only to the extent that it is consistent with paragraph 3.1.14 of C3.1 *Employer's Works Information*.

- 4.3.12 Within SANS 1200 A: GENERAL 3.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS, the following applies:
- Where the word or expression “specification” is used, read “Works Information”.
- 4.3.13 SANS 1200 A: GENERAL 3.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES applies only to the extent that it is consistent with the specific statements made elsewhere in C3.1 *Employer’s Works Information* and in any case and at all times consistent with the *conditions of contract*.
- 4.3.14 Within SANS 1200 A: GENERAL 5 TESTING, the following applies:
- Where the word or expression “Engineer” is used, read “*Supervisor*”.
- 4.3.15 SANS 1200 A: GENERAL 8 MEASUREMENT AND PAYMENT, is deleted in entirety. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein).
- 4.3.16 The principles, meanings and interpretation stated and established within paragraphs 6.3.1 to 6.3.15 with respect to SANS 1200 series and to SANS 1200 A: GENERAL equally apply to the other SANS 1200 specification references [state particulars of SANS 1200 used ] used within this paragraph 6.3 of C3.1 *Employer’s Works Information*.

#### **4.4 Electrical & mechanical engineering works (refer to Annexure ‘A’ Technical Specification for lifts attached hereto)**

SANS Number	Year	Edition	Title
SANS 21-1	2009	1.00	Safety of escalators and moving walks — Part 1: Construction and installation
SANS 204	2011	1.00	Energy efficiency in buildings
SANS 1543	2015	2.03	Escalators and passenger conveyors
SANS 1545-1	2015	3.05	Safety rules for the construction and installation of lifts — Part 1: Electric lifts
=	2015	3.04	Safety rules for the construction and installation of lifts — Part 2: Hydraulic lifts
SANS 1545-3	2006	1.03	Safety rules for the construction and installation of lifts — Part 3: Lifts for persons with physical disabilities (stairlifting platforms)
SANS 1545-4	2015	1.03	Safety rules for the construction and installation of lifts — Part 4: Lifts for persons with physical disabilities (vertical lifting platforms)
SANS 1545-5	2007	1.01	Safety rules for the construction and installation of lifts — Part 5: Electric and hydraulic access, goods only lifts
SANS 1545-6	2015	1.03	Safety rules for the construction and installation of lifts — Part 6: Rack-and-pinion lifts
SANS 1545-7	2007	1.00	Safety rules for the construction and installation of lifts — Part 7: Electric and hydraulic service lifts (dumb waiters)
SANS 1545-9	2004	1.00	Safety rules for the construction and installation of lifts — Part 9: Lift landing doors — Fire resistance testing
SANS 4344	2005	2.00	Steel wire ropes for lifts — Minimum requirements
SANS 10142-1	2012	1.08	The wiring of premises — Part 1: Low-voltage installations
SANS 10400-A*	2010	3.00	The application of the National Building Regulations — Part A: General principles and requirements
SANS 10400-B	2012	3.00	The application of the National Building Regulations — Part B: Structural design
SANS 10400-C	2010	3.00	The application of the National Building Regulations — Part C: Dimensions
SANS 10400-D	2011	3.00	The application of the National Building Regulations — Part D: Public safety
SANS 10400-F	2010	3.00	The application of the National Building Regulations — Part F: Site operations
SANS	2011	3.00	The application of the National Building Regulations — Part G:

10400-G			Excavations
SANS 10400-H	2012	3.00	The application of the National Building Regulations — Part H: Foundations
SANS 10400-J	2010	3.00	The application of the National Building Regulations — Part J: Floors
SANS 10400-K	2015	3.01	The application of the National Building Regulations — Part K: Walls
SANS 10400-L	2011	3.00	The application of the National Building Regulations — Part L: Roofs
SANS 10400-M	2011	3.00	The application of the National Building Regulations — Part M: Stairways
SANS 10400-N	2012	3.01	The application of the National Building Regulations — Part N: Glazing
SANS 10400-O	2011	3.00	The application of the National Building Regulations — Part O: Lighting and ventilation
SANS 10400-P	2010	3.00	The application of the National Building Regulations — Part P: Drainage
SANS 10400-Q	2011	3.00	The application of the National Building Regulations — Part Q: Non-water-borne means of sanitary disposal
SANS 10400-R	2012	3.00	The application of the National Building Regulations — Part R: Stormwater disposal
SANS 10400-S	2011	3.00	The application of the National Building Regulations — Part S: Facilities for persons with disabilities
SANS 10400-T	2011	3.00	The application of the National Building Regulations — Part T: Fire protection
SANS 10400-V	2010	3.00	The application of the National Building Regulations — Part V: Space heating
SANS 10400-W	2011	3.00	The application of the National Building Regulations — Part W: Fire installation
SANS 10400-XA	2011	1.00	The application of the National Building Regulations — Part X: Environmental sustainability — Part XA: Energy usage in buildings
SANS 14798	2009	3.00	Lifts (elevators), escalators and passenger conveyors — Risk analysis methodology
SANS 16368	2014	2.00	Mobile elevating work platforms — Design calculations, safety requirements and test methods
SANS 50081-1	2004	1.00	Safety rules for the construction and installation of lifts — Part 1: Electric lifts
SANS 50081-2	1998	1.00	Safety rules for the construction and installation of lifts — Part 2: Hydraulic lifts
SANS 50081-3	2005	1.00	Safety rules for the construction and installation of lifts — Part 3: Electric and hydraulic service lifts
SANS 50081-21	2010	1.00	Safety rules for the construction and installation of lifts — Lifts for the transport of persons and goods — Part 21: New passenger and goods passenger lifts in existing building
SANS 50081-70	2004	1.00	Safety rules for the construction and installation of lifts — Particular applications for passenger and goods lifts — Part 70: Accessibility to lifts for persons including persons with disability
SANS 50081-72	2005	1.00	Safety rules for the construction and installation of lifts — Particular applications for passenger and goods lifts — Part 72: Fire fighters lifts
SANS 50081-20	2017	1.00	Safety rules for the construction and installation of lifts - Lifts for the transport of persons and goods - Part 20: Passenger and goods passenger lifts
SANS 50081-50	2017	1.00	Safety rules for the construction and installation of lifts - Examinations and tests - Part 50: Design rules, calculations, examinations and tests of lift components
SANS 50081-80	2005	1.00	Safety rules for the construction and installation of lifts — Existing lifts — Part 80: Rules for the improvement of safety of existing passenger and goods lifts



SANS 53015	2010	1.00	Maintenance for lifts and escalators — Rules for maintenance instructions
ARP 11071-1	2008	1.00	Comparison of worldwide lift safety standards — Part 1: Electric lifts (elevators)
ARP 11071-2	2008	1.00	Comparison of worldwide lift safety standards — Part 2: Hydraulic lifts (elevators)
ARP 11071-1	2008	1.00	Comparison of worldwide lift safety standards — Part 1: Electric lifts (elevators)
ARP 11071-2	2008	1.00	Comparison of worldwide lift safety standards — Part 2: Hydraulic lifts (elevators)

- 4.4.1 Where SANS 10142 and/or SANS 10198 specifications are used within the Works Information, then where the term “Equipment” (or the like) is used with the meaning of installation and items left behind in the *works*, then please read this term as “Plant” for ECC defined term compliance.

#### 4.5 Process control and IT works

N/A

#### 4.6 Other

N/A

### 5 List Of Drawings

#### 5.1 Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date, and which apply to this contract.

Note: Some drawings may contain both Works Information and Site Information.

Drawing number	Revision	Title

## SECTION 2

### 6 Management and start up

#### 6.1 Management meetings

Regular meetings of a general nature may be convened and chaired by the *Project Manager* as follows:

*Table below to be completed by the Project Manager*

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on (As agreed with the project team)	Site	[state Project Manager (and appropriate delegates), Supervisor (as necessary and appropriate delegates) and Contractor (appropriate key persons)]
Overall contract progress and feedback	Monthly on (As agreed with the project team)		Employer, Contractor, Supervisor and Project Manager
<i>[SHE meetings (see paragraph 6.4)]</i>	<i>on (As agreed with the project team)</i>	<i>Site</i>	<i>CSHEO, CM, Project Manager, SHEC, ProjEM,</i>
<i>[Safety Action Meetings (see paragraph 6.3)]</i>	<i>on (As agreed with the project team)</i>	<i>Site</i>	<i>CM, Project Manager, HSR</i>
<i>[Safety Pre-Mobilisation Meeting (see paragraph 6.3)]</i>	<i>TBA</i>	<i>Transnet Offices</i>	<i>CM, Project Manager, HSR</i>

Meetings of a specialist nature may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *works*. Records of these meetings are to be submitted to the *Project Manager* by the person convening the meeting within five days of the meeting.

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

The Contractor shall submit all documentation (including correspondence and drawings) to Transnet (Employer) standards and to the Project Manager's requirements in accordance with the Project Manager's document control procedure. The Contractor shall use his own suitable document control system for the control, maintenance and handling of all relevant documentation and drawings issued to him.

The Contractor's documentation shall be issued to the Project Manager under cover of the Contractor's Transmittal Note indicating all Contract references (i.e. Project No, Contract No, etc.) as well as the Contractor's Project Document Number, Revision Number, Title and chronological listing of transmitted documentation.

Formats of Contractor data submitted is dependent on the project procedure and content and shall be specified by the Project Manager, upon the notified request of the Contractor i.e.:

Both Adobe Acrobat (.pdf) and native files  
Only a native file  
Only a hard copy  
Only a pdf file

The Contractor shall deliver both hard copies and electronic media copies (CD Rom) to the Project Manager at the address stated within the Contract Data.

The documentation to be submitted for review shall be submitted on or before the dates specified in the Documentation Register under cover of the Contractor's Transmittal Note, and the Transmittal Note must state the purpose of the submission. Documentation for different purposes must be sent on separate transmittals. The Contractor shall note that documentation will be rejected if this requirement is not met.

Acceptance of documentation by the Project Manager will in no way relieve the Contractor of his responsibility for the correctness of information, or conformance with his obligation to provide the Works. This obligation rests solely with the Contractor.

The Contractor shall allow the Project Manager 2 weeks to review and respond to the Contractor's submission of their documentation, i.e. from time of receipt to the time of despatch. However, work shall proceed without delay in the event of late return of the documentation by the Project Manager with prior notification in writing by the Contractor.

On receipt of the reviewed documentation the Contractor shall make any modifications requested/marked-up and resubmit the revised documentation to the Project Manager within 2 weeks. Queries regarding comments/changes should be addressed with the Project Manager prior to re-submittal.

All revised data shall be submitted by the Contractor in its entirety and shall reflect the revision control numbers and shall also indicate which documentation the revised documentation supersedes, if applicable. In the case of drawings every sheet has its own revision number and is revised as an individual document. In the case of documents all sheets under cover of one document number shall be under the same revision number and be resubmitted, even if the revision is a minor one.

### **6.3 Safety risk management**

6.3.1 The *Contractor* complies with the approved SMP:

The Contractor is required to provide a site-specific Health & Safety management plan and manage the construction in accordance to their Health & Safety management plan received and approved by Project Manager.

6.3.2 The *Contractor* ensures that its Subcontractors comply with the requirements of the approved SMP.

### **6.4 Environmental constraints and management**

The Contractor is required to provide a site-specific Environmental Management Plan (EMP) and manage construction in accordance to their Environmental management plan received and approved by Project Manager.

### **6.5 Quality assurance requirements**

6.5.1 The *Contractor* shall have, maintain and demonstrate its use to the *Project Manager* (and/or the *Supervisor* to satisfy the requirements of paragraphs 7.4, 7.5, 3.2.1 and 3.2.8 as appropriate) the documented Quality Management System to be used in the performance of the *works*. The *Contractor's* Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the *Project Manager*).

6.5.2 The *Contractor* submits his Quality Management System documents to the *Project Manager* as part of his programme under ECC Clause 31.2 to include details of:

- Quality Plan for the contract;
- Quality Policy
- Index of Procedures to be used; and
- A schedule of internal and external audits during the contract

6.5.3 The *Contractor* develops and maintains a comprehensive register of documents that will be generated throughout the contract including all quality related documents as part of its Quality Plan.

6.5.4 The *Project Manager* indicates those documents required to be submitted for either 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 *Project Manager* 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*.

~~6.5.5~~ The Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resources allocation, QA and Quality Control co-ordination activities to ensure that the *works* meet the standards stated in the *Works*

## 6.6 Programming constraints

- 6.6.1 The *Contractor* submits within two weeks of appointment the first programme to be reviewed and accepted by the Project Manager.
- 6.6.2 The *Contractor* shows on each programme he submits to the *Project Manager*, the progress to date, the completion, commissioning and handover dates and any other data which may be required by the Project Manager.
- 6.6.3 The *Contractor* complies with the *Employer's* programme when he submits his first programme.
- 6.6.4 The *Contractor* presents his first programme and all subsequently revised programmes (see ECC Clauses 31.2 and 32.1) in hard copy format and in soft copy format The *Contractor* uses Microsoft Projects version 3.1 for his programme submissions or a similar programme software package equivalent to Primavera version 3.1 subject to the prior written notification and acceptance by the *Project Manager*.
- 6.6.5 The *Contractor* shows on his Accepted Programme and all subsequently revised programmes schedules showing the critical path or paths and all necessary logic diagrams demonstrating sequence of operations.
- 6.6.6 The *Contractor's* programme shows duration of operations in working days [please state here or by cross-reference elsewhere in C3.1 *Employer's* Works Information to normal hours of a working days and what is a normal working week].
- 6.6.7 The *Contractor's* programme shows the following levels:
- Level 1 Master Schedule – defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing and pre-commissioning, commissioning and Completion.
  - Level 2 Project Schedule – summary schedules 'rolled up' from Level 3 Project Schedule described below
  - Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. Individual operations will be assigned a The *Project Manager* notifies any subsequent layouts and corresponding filters on revised programmes
  - Level 4 Project Schedule – detailed discipline speciality level developed and maintained by the *Contractor* relating to all operations identified on the programme representing the daily activities by each discipline
  - A narrative status report, which includes The *Contractor* shows on each revised programme he submits to the *Project Manager* a resource histogram showing planned progress versus actual, deviations from the Accepted Programme and any remedial actions proposed by the *Contractor*.
- 6.6.8 The *Contractor* submits programme report information to the *Project Manager* every Monday Morning by 11H00 at weekly intervals in addition to the intervals for submission of revised programmes stated under Contract Data Part One.
- 6.6.9 The *Contractor's* weekly programme narrative report includes:
- Level 4 Project Schedule – showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
  - 3-week Look ahead Schedule - showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
  - Manpower Histogram – reflecting actual, forecasted and planned activities
  - S-curves – reflecting the actual percentage complete versus the planned percentage for the overall contract utilising the earned values as calculated by the detailed progress report.
- 6.6.10 The *Employer* (including the agents of the *Employer*) operates on Site during [either state specific calendar dates or timings when the *Contractor* has completed certain elements of the *works* etc].
- 6.6.11 Others [state specific third parties] operate on Site during [either state specific calendar dates or timings when the *Contractor* has completed certain elements of the *works* etc.]

## 6.7 Contractor's management, supervision and key people

### Key Personnel required

At Tender stage, the contractor is to provide the following list of key personnel

Skill	Name and Surname
-------	------------------

<b>Project Manager</b>	
<b>Construction Manager</b>	
<b>Safety Manager</b>	
<b>Field Engineer</b>	

6.7.1 The *Contractor* arranges for the following technology transfer to the *Employer*:

Repair and maintenance manuals

Setup parameters

Test tools

Software required to access control systems

## **6.8 Insurance provided by the Employer**

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

## **6.9 Contract change management**

6.9.1 No additional requirements apply to ECC Clause 60 series.

## **6.10 Provision of bonds and guarantees**

6.10.1 The form in which a bond or guarantee required by the conditions of contract (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

6.10.2 The *Contractor* provides a bond or guarantee as required by the conditions of contract concurrently with the execution by the Parties of the form of agreement for the ECC contract.

## **6.11 Records of Defined Cost, payments & assessments of compensation events kept by Contractor**

6.11.1 The *Contractor* keeps the following records available for the *Project Manager* to inspect:

- Records of design employees location of work (if appropriate); and

6.11.2 The *Contractor* keeps the following records available for the *Project Manager* to inspect:

- Records of design employees location of work (if appropriate);
- Records of Equipment used and people employed outside the Working Areas (if applicable); and

# **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:

- The Transnet Procurement Procedures Manual (PPM);
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act (PFMA);
- The Broad Based Black Economic Empowerment Act (B-BBEE); and
- 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.*
  - 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.
  - 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.
  - 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.*
  - 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.
  - 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.
  - 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.*
  - Doing business with family members
  - 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 The invoice states the following:  
Invoice addressed to Transnet SOC Ltd;  
Transnet SOC Limited’s VAT No: 4720103177;

Invoice number;  
The *Contractor's* VAT Number; and  
The Contract number  
The invoice contains the supporting detail

7.2.4 The invoice is presented either by post or by hand delivery.

7.2.5 Invoices submitted by post are addressed to:

Transnet SOC Ltd  
9 Country Estate Drive  
Waterfall Business Estate  
Midrand  
1662

For the attention of The Project Manager, Transnet Property.

7.2.6 Invoices submitted by hand are presented to:

Transnet SOC Ltd  
9 Country Estate Drive  
Waterfall Business Estate  
Midrand  
1662

For the attention of The Project Manager, Transnet Property.

7.2.7 The invoice is presented as an original.

### **7.3 Subcontracting**

7.3.1 Preferred subcontractors

N/A

7.3.2 The *Contractor* uses one of the following specialists and suppliers as his Subcontractors:

N/A

7.3.3 Subcontract documentation, and assessment of subcontract tender

N/A

7.3.4 Where the *Contractor* employs a Subcontractor who constructs or installs part of the *works* or who supplies Plant and Materials for incorporation into the *works* which involves a Subcontractor operating on the Site and/or Working Areas, then the *Contractor* ensures that any such Subcontractor complies with the *Works* Information.

### **7.4 Plant and Materials**

7.4.1 Quality

7.4.2 The *Contractor* provides Plant and Materials for inclusion in the *works* in accordance with SANS 1200A subparagraph 2.1, unless otherwise stated elsewhere in the *Works* Information provided by the *Employer*. All Plant and Materials are new, unless the use of old or refurbished goods and/or Materials are expressly permitted as stated elsewhere in this *Works* Information or as may be subsequently instructed by the *Project Manager*.

7.4.3 Where Plant and Materials for inclusion in the *works* originate from outside the Republic of South Africa, all such Plant and Materials are new and of merchantable quality, to a recognised national standard, with all proprietary products installed to manufacturers' instructions.

7.4.4 The *Contractor* replaces any Plant and Materials subject to breakages (whether in the Working Areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the *Project Manager* and the *Supervisor* on each occasion where replacement is required.

7.4.5 Plant & Materials provided "free issue" by the *Employer*

- 7.4.6 The *Employer* provides the following Plant and Materials for the *Contractor* to use in the *works*:  
None
- 7.4.7 The Plant and Materials provided by the *Employer* are solely at the risk of the *Contractor* for inclusion in the *works*. The *Contractor* takes responsibility for ensuring the Plant and Materials do not contain a Defect(s) and are in compliance with the standards stated elsewhere in the *Works Information*.
- 7.4.8 The *Contractor* takes receipt of the Plant and Materials from the *Employer* in accordance with the following procedure:  
N/A
- 7.4.9 The *Contractor* provides all other Plant and Materials necessary for the *works* not specifically stated to be provided “free issue” by the *Employer*.
- 7.4.10 *Contractor’s* procurement of Plant and Materials
- 7.4.11 The *Contractor* performs the following with respect to Plant and Materials procured for the *works*:  
Contractor is responsible for their own plant and equipment
- 7.4.12 Spares and consumables
- 7.4.13 The *Contractor* provides the following spares and consumables to the *Employer*:  
N/A

## **7.5 Tests and inspections before delivery**

- 7.5.1 The *Contractor* submits to the Supervisor details to certify that tests and inspections have been carried out on Plant and Materials by others which include:
- AIA
  - INC
  - FAT(Factory Acceptance Test)
  - Any requirements of the OHS Act

## **7.6 Marking Plant and Materials outside the Working Areas**

- 7.6.1 The Contractor prepares and marks items of Plant and Materials outside the Working Areas with N/A  
Please include the above default statements under paragraph 7.7 of the Works Information.

## **7.7 Contractor’s Equipment (including temporary works).**

- 7.7.1 The *Contractor* provides the *Project Manager* with a list of the following category of Equipment (or similar) for the execution of the *works*:  
A list of hoisting and rigging equipment  
Certification of scaffolding  
List of tools and materials required for the installation of lifts .
- 7.7.2 The Equipment category [state relevant details] is subject to the following acceptance tests and inspections [state relevant details] by the *Project Manager* prior to using the Equipment on the Site and/or Working Areas:  
The contractor is to provide valid test certificates for all equipment which require annual or other tests.

## **7.8 Preparation of post Completion contracts**

- 7.8.1 The Contractor provides the following assistance to the Employer post Completion:  
As per requirement for free maintenance and warranty. The contractor will attend to any call-backs for stoppages and breakdowns 24 hours a day including Sundays and Public holidays. The contractor will ensure that they have personnel on site within 1 hour from the time they have received the call. For calls or emergencies where there may be passengers trapped in the lifts, the contractor will have personnel on site within 30 minutes of receiving the call.



## PART 3: EMPLOYER'S SERVICE INFORMATION

### C3.2 Service Level Agreement

#### Operational hours

Will be determined on Appointment

#### Performance Management

Key Performance Area	When	Target	Low Performance Damage
1. Repairs completed on time as agreed between client and contractor	Always	Complete each work request / work order / task order within the time agreed between the contractor and client.	2.5% damages to be deducted from the value of the work request / work order / task order for every week delayed (7-day period)
2. Preventative Maintenance Schedules	As needed	Complete each preventative maintenance schedule within the time allocated. (Weekly, Monthly, Quarterly)	R500 in low performance damages for failure to complete the schedules within the allocated time.
3. Emergency Call Outs	As needed	Within 45 minutes from notification	R500 in low performance damages for failure to respond in the specified time.
4. Urgent Call Outs	As needed	Within 24 hours from notification	R250 in low performance damages for failure to respond in the specified time.
5. Staff compliment to be suitably qualified and experienced	As needed	The contractor must ensure that there is always qualified and experienced staff to attend to the works as set out in the specifications	R1000 in low performance damages and instruction to vacate site until such time the contractor can provide a suitably qualified and experienced staff member.

6. Housekeeping	Always	Contractor allocated areas must always be neat, tidy, and hygienically clean	R250 in low performance damages for every deviation found.
7. Safety & Environmental Compliance	Always	Always adhere to Safety and Environmental policy, procedure, regulation and legislation	Per Transnet safety & environmental requirements
8. Failure management	Always	Ensure there are no repeat failures which are due to poor workmanship and poor materials.	To repair per industry standard at own cost. Continuous repeat failures will result in a review of contractor's ability to perform works which may lead to contract termination.
9. Reporting	Monthly	Quality parameters as per specification in scope. Frequency of submission = Monthly by agreed date.	R250 per deviation

Parties agree to the above low service damages table. The low service damages do not influence the calculation of the contract sum/value.

I, \_\_\_\_\_ (name & surname) of \_\_\_\_\_  
\_\_\_\_\_ (company) agree to the above conditions and acknowledge

TRANSNET's right to impose low performance damages should I or any of my employees or sub-contractors fail to comply with these conditions.

Signed: \_\_\_\_\_ on this date: \_\_\_\_\_ (dd/mm/yyyy)

at: \_\_\_\_\_ .

**In addition to the low services Damages table, contractors will be evaluated on the following on a continuous basis:**

<b>Safety &amp; Housekeeping</b>	Information / Safety / warning sign(s) in place
	Isolation / cordon / barricading off area
	Apology sign in place
<b>Security</b>	Permit card always clearly visible
	Clear sign of the name of contractor
<b>Reliability</b>	No repeat incident on equipment
	Adherence to SLAs
	Availability of equipment as per contract
	Routine inspection and assessment of operations
	Competence of staff
<b>Finance</b>	Invoices submitted to finance department on time and with correct order numbers.
	Cost control and efficiency improvements
<b>Uniforms</b>	To be properly dressed in overalls with company name for identification
<b>Quality of workmanship</b>	Work to be done according to correct practices and standards.
	Workmanship to be of a good quality
<b>Submission of safety documents on a regular basis</b>	Adhering to OHS Act & Transnet safety requirements, processes and procedures.

**PART 4: SITE INFORMATION**

Document reference	Title	
C4.1	This cover page	No of pages
	<i>Employer's</i> Site Information	
	Site Plan	
	Total number of pages	

## **PART 4: SITE INFORMATION**

Core clause 11.2(16) states

“Site Information is information which

describes the Site and its surroundings and  
is in the documents which the Contract Data states it is in.”

In Contract Data, reference has been made to this Part 4 of the contract for the location of Site Information.

The Contractor shall attend the site clarification meeting and acquaint himself with the nature of the works, the conditions under which the work is to be performed, and the means of access to the affected properties. Any limitations or other authorities and in general with all matters that may influence that may affect the contract.

### **Description of the Site and its surroundings**

#### **General description**

The site is situated at 150 Commissioner Street, Carlton Centre Johannesburg 2001.

#### **Existing buildings, structures, and plant & machinery on the Site**

As built drawings of the existing facilities, usually provide the necessary information.

#### **Hidden services**

The contractor is to provide conduct inspection and provide as built drawings showing all hidden services.