



## C1.1: Form of Offer & Acceptance

### Offer

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

### **DESCRIPTION OF THE WORKS: THE CONVERSION OF THE UNUSED LAB BUILDING INTO THE OFFICE SPACE FOR THE REQUIRED PURPOSE AT TPL DURBAN DEPOT**

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

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

The offered total of the Prices exclusive of VAT is	<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)

Name & signature of witness

Date

Tenderer's CIDB registration number:



## Acceptance

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

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Works Information
Part C4	Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).



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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

Transnet SOC Ltd

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date



**Schedule of Deviations**

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

<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 .....	.....

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## C1.2 Contract Data

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

Clause	Statement	Data
1	<p><b>General</b></p> <p>The <i>conditions of contract</i> are the core clauses and the clauses for main Option</p>	<p><b>A: Priced contract with activity schedule</b></p> <hr/> <p><b>W1: Dispute resolution procedure</b></p> <hr/> <p><b>X2 Changes in the law</b></p> <p><b>X16: Retention</b></p> <p><b>X18: Limitation of liability</b></p> <p><b>Z: <i>Additional conditions of contract</i></b></p>
	<p>dispute resolution Option</p> <hr/> <p>and secondary Options</p>	<p>of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)</p>
10.1	<p>The <i>Employer</i> is:</p> <p>Address</p>	<p><b>Transnet SOC Ltd</b> <b>(Registration No. 1990/000900/30)</b></p> <p>Registered address: <b>138 Eloff Street</b> <b>Braamfontein</b> <b>JOHANNESBURG</b> <b>2000</b></p>
	<p>Having elected its Contractual Address for the purposes of this contract as:</p>	<p><b>Transnet Pipelines</b> <b>202 Anton Lembede Street</b> <b>Durban, South Africa</b> <b>4001</b></p>
10.1	<p>The <i>Project Manager</i> is: (Name)</p> <p>Address</p> <p>Tel</p>	<p><b>Barry Trotter</b></p> <p><b>202 Anton Lembede Street Durban 4000</b></p> <p><b>031 710 9208</b></p>

	e-mail	<a href="mailto:barry.trotter@transnet.net">barry.trotter@transnet.net</a>
10.1	The <i>Supervisor</i> is: (Name) Address Tel No. e-mail	<b>TBA</b>
11.2(13)	The <i>works</i> are	<b>The Conversion of the unused Lab Building into the Office Space for the Required Purpose at TPL Durban Depot</b>
11.2(14)	The following matters will be included in the Risk Register	<b>None</b>
11.2(15)	The <i>boundaries of the site</i> are	<b>As stated in Part C4.1. "Description of the Site and it surroundings"</b>
11.2(16)	The Site Information is in	<b>Part C4</b>
11.2(19)	The Works Information is in	<b>Part C3</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>2 weeks</b>
<b>2</b>	<b>The Contractor's main responsibilities</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>3</b>	<b>Time</b>	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	<b>31 July 2023</b>
30.1	The <i>access dates</i> are	<b>Part of the Site</b> <b>1 The whole of the site</b> <b>Date</b> <b>On Start date</b>
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	<b>2 weeks of the Contract Date.</b>
31.2	The <i>starting date</i> is	<b>01 February 2023</b>
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	<b>4 weeks.</b>

35.1 The *Employer* is not willing to take over the *works* before the Completion Date.

**4 Testing and Defects**

42.2 The *defects date* is **52 (fifty two) weeks after Completion of the whole of the *works*.**

43.2 The *defect correction period* is **2 weeks**

**5 Payment**

50.1 The *assessment interval* is **25<sup>th</sup> (twenty fifth) day of each successive monthly on the month.**

51.1 The *currency of this contract* is **South African Rand.**  
the

51.2 The period within which payments are made is **Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.**

51.4 The *interest rate* is **the prime lending rate of Standard Bank of South Africa.**

**6 Compensation events**

60.1(13) The *weather measurements* to be recorded for each calendar month are, **the cumulative rainfall (mm)**

**the number of days with rainfall more than 10 mm**

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

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

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

**The *Contractor's* Site establishment area**

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

**The closest weather station to the Contractor's Site establishment area**

and which are available from:

**South African Weather Service 012 367 6023**  
or [info3@weathersa.co.za](mailto:info3@weathersa.co.za).

**7**

**Title**

**No additional data is required for this section of the *conditions of contract*.**

**8**

**Risks and insurance**

84.1

The *Employer* provides these insurances from the Insurance Table

1 Insurance against:

**Loss of or damage to the *works*, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.**

Cover / indemnity:

**to the extent as stated in the insurance policy for Contract Works / Public Liability**

The deductibles are:

**as stated in the insurance policy for Contract Works / Public Liability**

2 Insurance against:

**Loss of or damage to property (except the *works*, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability**

Cover / indemnity

**Is to the extent as stated in the insurance policy for Contract Works / Public Liability**

The deductibles are

**as stated in the insurance policy for Contract Works / Public Liability**

3 Insurance against:

**Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability**

Cover / indemnity

**Is to the extent as stated in the insurance policy for Contract Works / Public Liability**

The deductibles are:

**As stated in the insurance policy for Contract Works / Public Liability**

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4 Insurance against:	<b>Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon</b>
Cover / indemnity	<b>Cover / indemnity is to the extent provided by the SASRIA coupon</b>
The deductibles are	<b>The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.</b>

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Note:	<b>The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."</b>
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84.1 The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is	<b>The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.</b>
The <i>Contractor</i> provides these additional Insurances	<b>1 Where the contract requires that the design of any part of the <i>works</i> shall be provided by the <i>Contractor</i> the <i>Contractor</i> shall satisfy the <i>Employer</i> that professional indemnity insurance cover in connection therewith has been affected</b> <b>2 Where the contract involves manufacture, and/or fabrication of Plant &amp; Materials, components or other goods to be incorporated into the <i>works</i> at premises other than the site, the <i>Contractor</i> shall satisfy the <i>Employer</i> that such plant &amp; materials, components or other goods for incorporation in the <i>works</i> are adequately insured during manufacture and/or fabrication and transportation to the site.</b>

- 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**
  - 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.**
  - 5 The insurance coverage referred to in 1, 2, 3 and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor*.**
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84.2 The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract for any one event is

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

84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	<b>Principal Controlled Insurance policy for Contract</b>
<b>9</b>	<b>Termination</b>	<b>There is no additional Contract Data required for this section of the <i>conditions of contract</i>.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with Activity Schedule</b>	<b>No additional data is required for this Option.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is	<b>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:  If no <i>Adjudicator nominating body</i> is entered, it is:	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>  <b>the Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>
	The place where arbitration is to be held is	<b>Durban, South Africa</b>
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>
<b>12</b>	<b>Data for secondary Option clauses</b>	

<b>X2</b>	<b>Changes in the law</b>	<b>No additional data is required for this Option</b>
<b>X16</b>	<b>Retention</b>	
X16.1	The retention free amount is	<b>Nil</b>
	The retention percentage is	<b>10% on all payments certified.</b>
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	<b>Nil</b>
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	<b>The deductible of the relevant insurance policy</b>
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	<b>The cost of correcting the Defect</b>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	<b>The Total of the Prices</b>
X18.5	The <i>end of liability date</i> is	<b>5 years after Completion of the whole of the works</b>
<b>Z</b>	<b><i>Additional conditions of contract are:</i></b>	
<b>Z1</b>	<b>Local Production and Content Obligations</b>	

**Z1.1**

**In terms of Local Production and Content (SBD 6.2), Annexure A and Annexure C of the Returnable Schedule T2.2-02 Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content, the Contractor has undertaken to fulfil its obligations of the Local Production and Content for the following designated sectors: 1 Cement – (all kinds) and 2 Steel products and components for construction.**

**Z1.2**

**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.**

**Z1.3**

**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 spend on Local Production and Content for the designated sectors for the duration of the contract.**

**Z1.4**

**The Contractor must refer to Schedule A attached to the Returnable Schedule T2.2-02 Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content concerning non-compliance penalties applicable to Local Production and Content.**

**Z1.5**

**Breach of Local Production and Content commitments provides the Employer cause to terminate the contract.**

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**Z2 Obligations in respect of Job Creation**

**Z2.1** It will be a material term of this contract that the *Contractor* must contribute to the *Employer's* job-creation objectives as set out in Returnable Schedule T2.2-23.

**Z2.2** The *Contractor's* undertaking as to the number of new jobs created due to the award of this contract as set out in Returnable Schedule T.2.2-23 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the *Contractor* has failed in full to meet this specific material term of the contract, which may constitute a reason for termination..

**Z2.3** The *Contractor* shall provide to the *Employer*, on a monthly basis or upon receiving an instruction to do so by the *Project Manager*, 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 job-creation undertaking as stipulated in Returnable Schedule T.2.23 The *Contractor* shall provide the said documentation and/or evidence within the period stated or as instructed. The provision of the documentation and/or evidence shall not constitute a compensation event.

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**Z3 Additional clauses relating to  
Joint Venture**

**Z3.1**

**Insert the additional core clause 27.5**

**27.5. In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date.**

**The Joint Venture agreement shall contain but not be limited to the following:**

- **A brief description of the Contract and the Deliverables;**
- **The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;**
- **The constituent's interests;**
- **A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;**
- **Details of an internal dispute resolution procedure;**
- **Written confirmation by all of the constituents:**
  - i. **of their joint and several liabilities to the *Employer* to Provide the Works;**
  - ii. **identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the *Contractor's* representative;**
  - iii. **Identification of the roles and responsibilities of the**

**constituents to provide the Works.**

- **Financial requirements for the Joint Venture:**

iv. **the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;**

v. **the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.**

**Z3.2**

**Insert additional core clause 27.6**

**27.6. The *Contractor* shall not alter its composition or legal status of the Joint Venture without the prior approval of the *Employer*.**

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**Z4 Additional obligations in respect of Termination**

**Z4.1**

**The following will be included under core clause 91.1:**

**In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and**

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

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

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<b>Z4.2</b>	<b>Termination Table</b>	<b>The following will be included under core clause 90.2 Termination Table as follows:</b>
		<b>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</b>
<b>Z4.3</b>		<b>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</b>
<b>Z5</b>	<b>Right Reserved by the Employer to Conduct Vetting through SSA</b>	
<b>Z5.1</b>		<b>The Employer reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:</b>
		<b>1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.</b>
		<b>2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.</b>
		<b>3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.</b>
<b>Z6</b>	<b>Additional Clause Relating to Collusion in the Construction Industry</b>	
<b>Z6.1</b>		<b>The contract award is made without prejudice to any rights the Employer may have to take appropriate action later with regard to any declared tender rigging including blacklisting.</b>

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**Z7            Protection    of    Personal  
                 Information Act**

**Z7.1**

**The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.**

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## C1.2 Contract Data

### Part two - Data provided by the *Contractor*

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

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

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

	Job	<b>Safety Manager/Officer</b>		
	Responsibilities:			
	Qualifications:			
	Experience:			
		<b>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .</b>		
11.2(14)	The following matters will be included in the Risk Register			
31.1	The programme identified in the Contract Data is			
<b>A</b>	<b>Priced contract with activity schedule</b>			
11.2(20)	The <i>activity schedule</i> is in			
11.2(30)	The tendered total of the Prices is	<b>(in figures)</b> <b>(in words), excluding VAT</b>		
<b>A</b>	<b>Priced contract with activity schedule</b>	<b>Data for the Shorter Schedule of Cost Components</b>		
41 in SSSC	The percentage for people overheads is:	<b>%</b>		
21 in SSSC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	<b>% (state plus or minus)</b>		
22 in SSSC	The rates of other Equipment are:	<b>Equipment</b>	<b>Size or capacity</b>	<b>Rate</b>

TRANSNET PIPELINES

CONTRACT NUMBER: TPL/2022/12/0003/18502/RFP

DESCRIPTION OF THE WORKS: THE CONVERSION OF THE UNUSED LAB BUILDING INTO THE OFFICE SPACE FOR THE REQUIRED PURPOSE AT TPL DURBAN DEPOT

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



## PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	3
C2.2	Activity Schedule	5

## C2.1 Pricing Instructions: Option A

### 1. The conditions of contract

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

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

**Identified and defined terms** 11  
11.2

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

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

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

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

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

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

#### 1.2. Measurement and Payment

1.2.1 The Activity Schedule provides the basis of all valuations of the Price for Work Done to Date, payments in multiple currencies, price adjustments for inflation and general progress monitoring.

1.2.2 The amount due at each assessment date is based on **completed activities and/or milestones** as indicated on the Activity Schedule.

1.2.3 The Activity Schedule work breakdown structure provided by the *Contractor* is based on the Activity Schedule provided by the *Employer*. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The activity schedule work breakdown structure is compiled to the satisfaction of the *Project Manager* with any additions and/or amendments deemed necessary.

1.2.4 The *Contractor's* detailed Activity Schedule summates back to the Activity Schedule provided by the *Employer* and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.

1.2.5 The short descriptions in the Activity Schedule are for identification purposes only. All work described in the Works Information is deemed included in the activities.



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



## C2.2 Activity Schedule

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

The details given below serve as guidelines only and the Tenderer may split or combine the activities to suit his particular methods.

Activity No	Activity Description	Unit	Rate	Qty	Total Activity Price
A1	Break out front window and install solid wood front door with locking mechanism, brick up and plaster around the door.	Sum		1	
A2	Break out sample room brick wall and ramp access and remove the rubble.	Sum		1	
A3	Break out the rear wall section and install the window, plaster and make good. Re-use sliding window from the front door	Sum		1	
A4	Retile floor with similar existing tiles.	Sum		1	
A5	Remove the current extractor fan and brick up.	Sum		1	
A6	Install a 12 000BTU air conditioner.	Sum		1	
A7	Install suspended ceiling and ceiling boards.	Sum		1	
A8	Remove all FM200 red piping on the ceiling as well as light fittings. Light fittings to be put in lay down area	Sum		1	
A9	Install 3 off 3x36w LED recessed double parabolic florescent office ceiling fixtures.	Sum		1	
A10	Replace single light switch at office entrance door and install cable and terminate at DB	Sum		1	
A11	Brick up the wall leading to the testing facility, plaster and paint.	Sum		1	



A12	Brick up the double door leading to the kitchen area, plaster and paint.	Sum		1	
A13	Install 3 tier trunking on one wall side of approx. 5m including 3 double plug points	Sum		1	
A14	Install 3 LAN connection and 3 phone lines connections and ensure connectivity.	Sum		1	
A15	Repaint the outside of the building and any touch up paint work required inside the office.	Sum		1	
A16	Install adequate burglar bars on the window.	Sum		1	
A17	Electrical CoC required.	Sum		1	

**SUB TOTAL SECTION A**

**SECTION B**

B1	Break out wheelchair access ramp leading to next room and discard rubble	Sum		1	
B2	Break out and remove all sampling cabinet troughs neatly and place in garage laydown area. Patch up holes through the walls	Sum		1	
B3	Disconnect all plumbing connections, blank off and remove safety shower. Patch up holes through the walls.	Sum		1	
B4	Retile all floors and walls with similar existing tiles.	Sum		1	
B5	Replace front and back access doors with solid wood exterior doors and locking mechanisms.	Sum		1	
B6	Remove all FM200 red piping on the ceiling as well as light fittings. Light fittings to be put in lay down area	Sum		1	
B7	Install suspended ceiling with ceiling boards	Sum		1	
B8	Install 5 off 3x36w LED recessed double parabolic florescent office ceiling fixtures	Sum		1	



B9	Replace single light switch at office entrance door and install cable and terminate at BD	Sum		1	
B10	Disconnect multiple light switches and run single light switch cables.	Sum		1	
B11	Install 3 tier trunking on one wall side of approx. 5m including 3 double plug points	Sum		1	
B12	Install 3 LAN connection and 3 phone lines connections and ensure connectivity	Sum		1	
B13	Repaint the outside of the building and any touch up paint work required inside the office.	Sum		1	
B14	Install adequate burglar bars on the 2 windows	Sum		1	
B15	Electrical CoC required.	Sum		1	

**SUB TOTAL SECTION B**

**SECTION C**

C1	Break out front window and install solid wood front door with locking mechanism.	Sum		1	
C2	Disconnect all 3 phase socket outlets and terminate correctly from feed.	Sum		1	
C3	Break out wheelchair access ramp and remove the rubble.	Sum		1	
C4	Retile floor with similar existing tiles. Retile walls up to half way with similar existing tiles.	Sum		1	
C5	Install suspended ceiling and ceiling boards.	Sum		1	
C6	Remove all FM200 red piping on the ceiling as well as light fittings. Light fittings to be put in lay down area	Sum		1	
C7	Install 5 off 3x36w LED recessed double parabolic florescent office ceiling fixtures.	Sum		1	
C8	Replace single light switch at office entrance door and install cable and terminate at DB.	Sum		1	



C9	Disconnect multiple light switches and run single light switch cables.	Sum		1	
C10	Frost the glass between the 2 offices AND permanently lock the door.	Sum		1	
C11	Install 3 tier trunking on one wall side of approx. 5m including 3 double plug points	Sum		1	
C12	Install 3 LAN connection and 3 phone lines connections and ensure connectivity	Sum		1	
C13	Repaint the outside of the building and any touch up paint work required inside the office.	Sum		1	
C14	Install adequate burglar bars on the windows.	Sum		1	
C15	Electrical CoC required.	Sum		1	
<b>SUB TOTAL SECTION C</b>					

**SECTION D**

D1	Install kitchen cupboards and counter tops as required in the drawing.	Sum		1	
D2	Move kitchen sink away from the toilet area and plumb as per drawing.	Sum		1	
D3	Move exiting hydroboil to location as per drawing.	Sum		1	
D4	Install 3 double plug points above kitchen cupboards as per drawing.	Sum		1	
D5	Retile the floor and paint the walls.	Sum		1	
D6	Remove all FM200 piping from inside the facility and put in the laydown area.	Sum		1	
D7	Ensure safety file and police clearance certificates are up to date, submitted and approved prior to work commencing and on site during the execution of works.	Sum		1	
<b>SUB TOTAL SECTION D</b>					



<b>SUMMARY</b>	
SUB TOTAL SECTION A	
SUB TOTAL SECTION B	
SUB TOTAL SECTION C	
SUB TOTAL SECTION D	
<b>Total Price</b>	
<b>V.A.T</b>	
<b>Total Price Incl. VAT (To be carried over to the Form of Offer &amp; Acceptance)</b>	

**PART C3: SCOPE OF WORK**

<b>Document reference</b>	<b>Title</b>	<b>No of page</b>
C3.1	This cover page <i>Employer's Works Information</i>	1 19
<b>Total number of pages</b>		<b>20</b>

# C3.1 EMPLOYER’S WORKS INFORMATION

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# SECTION 1

## 1 Description of the *works*

### 1.1 Executive overview

The *works* that the *Contractor* is to perform *involve* the conversion of the unused Lab Building into the office space for the required purpose at TPL Durban Depot

### 1.2 *Employer's objectives*

The *Employer's* objectives are for the conversion of the unused Durban depot lab building into the office space for the required purpose.

- Convert the Sampling Section of the lab into the Depot Manager's office.
- Convert the Testing Section of the lab into the Supervisor's office.
- Convert the Sample Storeroom section into the Admin office.
- Renovate Kitchen and Toilet area back to a useable standard.

### 1.3 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
DGN	.....
DWG	Drawings
EDMS	.....
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
PIRMP	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

## 1.4 General Description of the Works.

The contractor to price as per activity schedule provided.

### 1.4.1 MECHANICAL, ELECTRICAL AND CIVIL WORKS FOR DEPOT MANAGER OFFICE

The contractor is required to convert the Sampling Facility into Depot managers office. This will include the following activities:

- Break out wheelchair access ramp leading to next room and discard rubble.
- Break out and remove all sampling cabinet troughs neatly and place in garage laydown area.
- Disconnect all plumbing connections, blank off and remove safety shower.
- Retile all floors and walls to match existing tiles.
- Replace front and back access doors with solid wood exterior doors and locking mechanisms.
- Remove all FM200 red piping on the ceiling as well as light fittings.
- Install suspended ceiling with ceiling boards.
- Install 5 off 3x36w LED recessed double parabolic florescent office ceiling fixtures.
- Replace single light switch at office entrance door and install cable and terminate at BD.
- Disconnect multiple light switches and run single light switch cables.
- Install 3 tier trunking on one wall side of approx. 5m including 3 plug points
- Install 3 LAN connection and 3 phone lines connections
- Repaint the outside of the building and any touch up paint work required inside the office.
- Install adequate burglar bars on the windows.
- Electrical CoC required.

### 1.4.2 MECHANICAL, ELECTRICAL AND CIVIL WORKS FOR OPS SUPERVISOR OFFICE

The contractor is required to convert the existing Testing Facility room into the OPS Supervisor office. This will include the following activities:

- Break out front window and install solid wood front door with locking mechanism.
- Disconnect all 3 phase socket outlets and terminate correctly from feed.
- Break out wheelchair access ramp and remove the rubble.
- Retile floor with similar existing tiles. Retile walls up to half way with similar existing tiles.
- Install suspended ceiling and ceiling boards.

- Install 5 off 3x36w LED recessed double parabolic florescent office ceiling fixtures.
- Replace single light switch at office entrance door and install cable and terminate at DB.
- Disconnect multiple light switches and run single light switch cables.
- Frost/glaze the glass between the 2 offices AND permanently lock the door.
- Install 3 tier trunking on one wall side of approx. 5m including 3 plug points
- Install 3 LAN connection and 3 phone lines connections
- Repaint the outside of the building and any touch up paint work required inside the office.
- Install adequate burglar bars on the windows.
- Electrical CoC required.

#### 1.4.3 **MECHANICAL, ELECTRICAL AND CIVIL WORKS FOR ADMIN OFFICE**

The contractor is required to convert the existing Sample Storeroom into the Admin officer's office. This will include the following activities:

- Break out front window and install solid wood front door with locking mechanism.
- Break out sample room brick wall and ramp access and remove the rubble.
- Break out the rear wall section and install the window from where the front door was installed. Re-use window.
- Retile floor with similar existing tiles.
- Remove the current extractor fan.
- Install a 12 000BTU air conditioner.
- Install suspended ceiling and ceiling boards.
- Install 3 off 3x36w LED recessed double parabolic florescent office ceiling fixtures.
- Replace single light switch at office entrance door and install cable and terminate at DB.
- Brick up the wall leading to the testing facility, plaster and paint.
- Brick up the double door leading to the kitchen area, plaster and paint.
- Install 3 tier trunking on one wall side of approx. 5m including 3 plug points
- Install 3 LAN connection and 3 phone lines connections
- Repaint the outside of the building and any touch up paint work required inside the office.
- Install adequate burglar bars on the windows.
- Electrical CoC required.

#### 1.4.4 **KITCHEN, TOILET AND MISCELLANEOUS WORKS**

The following items are miscellaneous works are required to upgrade the kitchen, toilet and other works required:

- Install kitchen cupboards and counter tops as required in the drawing.
- Move kitchen sink away from the toilet area and plumb as per drawing.
- Move existing hydroboil to location as per drawing.
- Install 3 double plug points above kitchen cupboards as per drawing.
- Retile the floor and paint the walls.
- Remove all FM200 piping from inside the facility and put in the laydown area.
- Ensure safety file and police clearance certificates are up to date, submitted and approved prior to work commencing and on site during the execution of works.

#### 1.4.5 **OTHER INFORMATION RELATED TO THE SCOPE**

- Fire Standby will be supplied by Transnet Pipelines. In this case fire standby will not be necessary as no works will be performed within a hazardous location.
- This specification states the minimum requirements relating to the supply and construction for this project and in no way absolves the supplier from responsibility for sound engineering practice.

- A site visit walk through will be held so that potential contractors can get a feel of the work that is required to be done. **Site briefing to be done at Durban depot on the corner of Abadan road inside Cutler terminal. Cutler access for prospective contractors will be required ahead of time. ID's to be sent ahead of time. Hardhat and safety boots to be worn as a minimum.**

#### 1.4.6 GENERAL REQUIREMENTS

- Tenderers shall comply in every respect with the specific requirements.
- Tenderers will provide a schedule of the duration for the works mentioned above.
- The contractor is required to supply a detailed Bill of Quantities. The Activity Schedule provided shall be used as a guide.

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

### 2.1 *Employer's* design

- 2.1.1 The *Employer's* design for the *works* is: done in house at Transnet Pipelines. The requirement is to convert the existing laboratory into 3 separate offices and upgrade the kitchen area. Drawings have been done to show which doors and walls need to be bricked up or broken down and where doors and windows need to be installed. and is contained in the Scope of works and drawings attached.
- 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

Not applicable

## 3 Construction

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

- 3.1.1 *Employer's* Site entry and security control, permits, and Site regulations  
Controlled access to Durban pump station depot – sign in process and alcohol breathalyser will be required during access.
- 3.1.2 The *Contractor* complies with the following requirements of the *Employer*:
- Cutler complex entry requirements
  - Transnet Pipelines NKP requirements
- 3.1.3 People restrictions on Site; hours of work, conduct and records:  
7am-4pm working hours, Monday to Friday. No weekend work. Daily diary record keeping by contractor.
- 3.1.4 The *Contractor* complies with the following hours of work for his people (including Subcontractors) employed on the Site:  
7am-4pm Monday to Friday only
- 3.1.5 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.
- 3.1.6 Title to Materials from demolition and excavation

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

All stainless-steel tables and shelves removed from the lab will be put in the laydown area in TPL depot. building rubble can be removed off site and disposed of at a registered landfill site. 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.

- 3.1.7 Cooperating with and obtaining acceptance of others
- 3.1.8 The *Contractor* performs the *works* and co-operates with:  
TPL operations controllers will be onsite and will assist with issuing of work permits daily. The area being worked on is no longer in use and contractor will have full access to that area.  
Contractor to be aware and alert for emergency evacuation drills that may occur.
- 3.1.9 Publicity and progress photographs  
No photos to be taken of the TPL depot areas unless specified by TPL PR officer. Permission must be granted ahead of time.
- 3.1.10 *Contractor's* Equipment  
Contractor Equipment list to be kept of all tools on site and inspected regularly.
- 3.1.11 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.
- 3.1.12 The *Contractor* complies with the permissions and restrictions in the use of Equipment as required by the *Employer*:  
Contractor to supply and use their own equipment and tools. Transnet will not provide any tools to complete the renovation works.
- 3.1.13 Equipment provided by the *Employer*  
No equipment will be made available by the employer.
- 3.1.14 Site services and facilities:  
TPL will provide 240v power outlet point to utilise power tools.  
TPL will provide ablution facilities  
Potable water.  
Contractor will provide everything else required to complete the works
- 3.1.15 The *Employer* provides the following facilities for the *Contractor*:  
Ablution facilities (if ablutions are damaged by contractor, contractor will repair or replace)
- 3.1.16 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*.
- 3.1.17 Facilities provided by the *Contractor*:  
Eating facility, storage facility should tools need to be left on site over night and weekends.  
These will be removed by the contractor at the end of the works.
- 3.1.18 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.

- 3.1.19 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*.
- 3.1.20 The *Contractor* inspects and surveys the following [buildings / premises / facilities] adjacent to the Site in accordance with and in conjunction with the *Project Manager*:  
Lab building that requires renovation works. Ablution facilities provided to contractor to use.
- 3.1.21 The *Contractor* complies with the following:  
Waste rubble to be removed and disposed of at registered landfill site and record of such disposal.

## **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 on the activity schedule completed including the work listed below which is to be done before the Completion Date and in any case before the dates stated. The Project Manager cannot certify Completion until all the work listed below has been done and is also free of Defects, which would have, in his opinion, prevented the Employer from using the works and Others from doing their work.
- 3.2.2 The *Contractor* is permitted to carry out the following *works* after Completion:  
Category 3 Punch items listed in the master punch list. CAT 3 items are cosmetic in nature and are do not pose risks to beneficial use of building.

## **4 Plant and Materials Standards and Workmanship**

### **4.1 Building works**

- 4.1.1 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.
- 4.1.2 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 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.
- 4.1.3 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.

- 4.1.4 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.
- 4.1.5 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*.
- 4.1.6 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*.
- 4.1.7 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*.
- 4.1.8 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*.

## 4.2 Civil Engineering and Structural Works

- 4.2.1 Where the SANS 1200 series of Specifications 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 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.
- 4.2.3 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 Manger’s express duty to resolve any ambiguity or inconsistency in the *Works Information* under ECC Clause 17.1.
- 4.2.4 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);
- 4.2.5 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);
- 4.2.6 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.

- 4.2.7 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).
- 4.2.8 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*.
- 4.2.9 Within SANS 1200 A: GENERAL 7.1 PLANT, the following applies:  
Where the word or expression “Plant” is used, read “Equipment”.
- 4.2.10 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*.
- 4.2.11 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*.
- 4.2.12 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”.
- 4.2.13 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*.
- 4.2.14 Within SANS 1200 A: GENERAL 5 TESTING, the following applies:  
Where the word or expression “Engineer” is used, read “*Supervisor*”.
- 4.2.15 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).
- 4.2.16 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*.

### 4.3 Electrical & mechanical engineering works

All electrical works listed in the line items and completed as such will require CoC to be issued to Transnet Pipelines and signed of my registered electrician.

- 4.3.1 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.

## 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
PL 121480		Proposed electrical office layout
PL 100000		Proposed office from Lab

## 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:

Due to the short schedule of works required to renovate the lab into offices weekly meetings with the contractor on site will be beneficial.

<b>Title and purpose</b>	<b>Approximate time &amp; interval</b>	<b>Location</b>	<b>Attendance by:</b>
Risk register and compensation events	Weekly on Monday mornings at 9am	On site at Durban pump station	Employer and contractor responsible person
Overall contract progress and feedback	Weekly on Monday mornings at 9am	On site at Durban pump station	Employer and contractor responsible person

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. 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 and a register prepared and circulated by the person who convened the meeting. Such minutes and registers 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

In undertaking the 'Works' (including all incidental services required), the *Contractor* shall conform and adhere to the requirements of the 'Contractor Documentation Submittal Requirements' Standard.

A standard Contractor Documentation 'Starter Kit' will be issued to the Contractor upon award and consists of the following:

- Standard Project Drawing Sheet;
- Contractor Document Register (DOC-FAT-0002);
- A4 Review Coversheet for Documents (DOC-FAT-0067);

#### 6.3 Safety risk management

- 37(2) Agreement between the contractor and TPL
- Valid Letter of Good standing with the Compensation Commissioner
- Notification of construction work to the Department of Employment and Labour
- Risk Assessment
- HSE Plan
- Electrical Installation appointment
- Site management appointment
- Health and Safety responsibility appointment
- Certification for any pressure vessels, lifting equipment and/or ladders that may be utilised.
- Site induction will be necessary and work under permit conditions may apply.

## 6.4 Environmental constraints and management

- 6.4.1 The *Contractor* performs the *works* and all construction activities within the Site and Working Areas having due regard to the environment and to environmental management practices as more particularly described within the SES and PES.

The SES describes the minimal acceptable standard for environmental management for a range of environmental aspects commonly encountered on construction projects and sets environmental objectives and targets, which the *Contractor* observes and complies.

The PES may require higher minimal standards than those described in the SES as may be required by the *Project Manager* or Others.

The overarching obligations of the *Contractor* under the CEMP before construction activities commence on the Site and/or Working Areas is to provide an environmental method statement for a particular construction operation at the Site and/or Working Area by the *Contractor* and where requested by the CM and to comply with the following:

Where relevant, method statements, as detailed in the SES and PES, shall be provided by the *Contractor*. These include, but are not limited to, the following where applicable:

- Establishment of construction lay down area
- Hazardous and non-hazardous solid waste management
- Storm water management
- Contaminated water management
- Prevention of marine pollution
- Hydrocarbon spills
- Diesel tanks and refuelling procedures
- Dust control
- Spoil dumping
- Sourcing, excavating, transporting and dumping of fill material
- Noise and vibration control
- Removal of rare, endemic or endangered species
- Removal and stockpiling of topsoil
- Rodent and pest control
- Environmental awareness training
- Site division
- Emergency procedures for environmental incidents
- *Contractor's* SHE Officer
- Closure of construction laydown area

The *Contractor* shall ensure that his management, foremen and the general workforce, as well as all suppliers and visitors to Site have attended the Induction Programme at Fynnland Operations depot prior to commencing any *work* on Site, cutler access will be required to gain access to Cutler complex, ID's will need to be submitted to the PM to arrange access atleast 7 days prior to required access. If new personnel commence work on the Site during construction, the *Contractor* shall ensure that these personnel undergo the Induction Programme and are made aware of the environmental specifications on Site.

Where applicable, the *Contractor* ensures that he appoints a suitably qualified Subcontractor, to be approved by the *Project Manager*, to undertake the "Removal of rare, endemic or endangered species". This appointment must be completed at least three weeks before commencement of any other work on Site.

Where required, one of the first actions to be undertaken by the *Contractor* shall be to erect and maintain a temporary fence along the boundaries of the Site and Working Areas as applicable,

and around any no-go areas identified on the layout plans, to the satisfaction of the *Project Manager*.

The plant search and rescue (if applicable) must be undertaken and completed prior to any Site clearance or any other construction activity that may damage the vegetation can commence on Site.

The *Contractor* must appoint a sufficient number of named assistants to the CSHEO to monitor environmental issues e.g. litter, spills, illegal activities, fence patrol, dust etc. These appointments, along with details of the individuals being appointed and job descriptions, must be sent to the *Project Manager* for his approval.

During the construction period, the *Contractor* complies with the following:

A copy of the SES, and the relevant PES shall be available on Site, and the *Contractor* shall ensure that all the personnel on Site (including Subcontractors and their staff) as well as suppliers are familiar with and understand the specifications contained in the SES (as amended by the PES).

Method statements that are required during construction must be submitted to the *Project Manager* for approval at least 20 days prior to the proposed commencement of the activity. Emergency construction activity method statements may also be required. The activities requiring method statements cannot commence if they have not been approved by the *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 Information*.

After each task item is completed, the Project manager and contractor will inspect the works to ensure sign off of said task by both parties. Any works not completed or signed off by the project manager will have to be repaired or redone by the contractor.

## 6.6 Programming constraints

6.6.1 The *Contractor* shows on each programme he submits to the *Project Manager* as described under paragraph 1.4 of the *Works Information*, together with the associated environmental method statements.

- 6.6.2 The *Contractor* complies with the *Employer's* programme estimated at 6 weeks to complete all tasks and adhering to quality standard when he submits his first programme. Contractor will provide a total duration for all the completed works.
- 6.6.3 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.
- 6.6.4 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].
- 6.6.5 The *Contractor's* programme shows the following levels:
- Level 4 Project Schedule – detailed discipline speciality level developed and maintained by the *Contractor* relating to all operations/activities identified on the programme representing the daily activities by each discipline.
- 6.6.6 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*.
- 6.6.7 The *Contractor* submits programme report information to the *Project Manager* at weekly intervals to ensure deadlines are maintained and adhered to.

## **6.7 Insurance provided by the Employer**

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

## **6.8 Contract change management**

- 6.8.1 No additional requirements apply to ECC Clause 60 series.

## **6.9 Provision of bonds and guarantees**

- 6.9.1 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.
- 6.9.2 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.

## **6.10 The Contractor's Invoices**

- 6.10.1 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.
- 6.10.2 The invoice must correspond to the *Project Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.
- 6.10.3 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
- 6.10.4 The *Contractor* complies with the following PIRPMP

## 6.11 Contractor Liability

- 6.11.1 The *Contractor* warrants that it will be liable to Transnet for any loss or damage caused by strikes, riots, lockouts or any labour disputes by and/or confined to the *Contractor's* employees, which loss will include any indirect or consequential damages;
- 6.11.2 The *Contractor* warrants that no negotiations or feedback meetings by the *Contractor's* employees shall take place on Transnet premises, whether owned or rented by Transnet.
- 6.11.3 The *Contractor* shall give notice to Transnet of any industrial action by the *Contractor's* employees immediately upon becoming aware of any actual or contemplated action that is or may be carried out on Transnet's premises, whether owned or rented, and shall notify Transnet of all matters associated with such action that may potentially affect Transnet.
- 6.11.4 The *Contractor* is responsible for educating its employees on relevant provisions of the Labour Relations Act which deal with industrial action processes, and the risks of non-compliance.
- 6.11.5 The *Contractor* is required to develop a Contingency Strike Handling Plan, which plan the *Contractor* is obliged to update on a three monthly basis. The *Contractor* must provide Transnet with this plan and all updates to the Plan. The *Contractor* is responsible to communicate with its employees on site details of the plan.

## 6.12 Plant and Materials

- 6.12.1 The *Contractor* provides Plant and Materials for inclusion in the *works* in accordance with SANS 1200A sub-paragraph 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*.
- 6.12.2 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.
- 6.12.3 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.
- 6.12.4 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.