

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:

Provision of Divers Office renovations at Port of East London.

The tenderer, identified in the Offer signature block, has

<i>either</i>	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
<i>or</i>	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet SOC Ltd

(Insert name and address of organisation)

Name &
signature of
witness

Date

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

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

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General The <i>conditions of contract</i> are the core clauses and the clauses for main Option	A: Priced contract with activity schedule
	dispute resolution Option and secondary Options	W1: Dispute resolution procedure
		X2 Changes in the law
		X4: Parent company guarantee
		X5: Sectional Completion
		X7: Delay damages
		X16: Retention
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)
	Address	Registered address: Transnet Corporate Centre Waterfall Business Estate 9 Country Estate Drive Midrand

1662

Having elected its Contractual Address for the purposes of this contract as:

**Transnet National Ports Authority
1 Hely- Hutchinson Road, Quigney
East London, 5201**

10.1	The <i>Project Manager</i> is: (Name)	Basokazi Mthembu
	Address	TNPA –Port of East London
	Tel	043 700 2910
	e-mail	Basokazi.mthembu@transnet.net
10.1	The <i>Supervisor</i> is: (Name)	Thembakazi Ngxabani
	Address	TNPA –Port of East London
	Tel No.	043 700 2403
	e-mail	Thembakazi.ngxabani@transnet.net
11.2(13)	The <i>works</i> are	Provision of Divers office renovations
11.2(14)	The following matters will be included in the Risk Register
11.2(15)	The <i>boundaries of the site</i> are	As stated in Part C4.1."Description of the Site and it surroundings"
11.2(16)	The Site Information is in	Part C4
11.2(19)	The Works Information is in	Part C3
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 weeks
2	The <i>Contractor's</i> main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.
3	Time	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	5 Weeks
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met key date

None

30.1	The <i>access dates</i> are	Part of the Site	Date
		1	
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.	
31.2	The <i>starting date</i> is	01 March 2022	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	4 weeks.	
4	Testing and Defects		
42.2	The <i>defects date</i> is	26 (twenty six) weeks after Completion of the whole of the <i>works</i>.	
43.2	The <i>defect correction period</i> is	2 weeks	
5	Payment		
50.1	The <i>assessment interval</i> is monthly on the	25th (twenty fifth) day of each successive month.	
51.1	The <i>currency of this contract</i> is the	South African Rand.	
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.	
51.4	The <i>interest rate</i> is	the prime lending rate of Standard Bank of South Africa.	
6	Compensation events		
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm)	

the number of days with rainfall more than 10 mm

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

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

and these measurements:

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

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

and which are available from: **South African Weather Service 012 367 6023 or info3@weathersa.co.za.**

7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	None
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.
	Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability
	2 Insurance against:	Loss of or damage to property (except the <i>works</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>)

	arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
The deductibles are	as stated in the insurance policy for Contract Works / Public Liability
3 Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability
Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability
4 Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
The deductibles are	The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.
Note:	The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."

84.1

The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is

The *Contractor* provides these additional Insurances

The *Contractor* must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.

1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that

professional indemnity insurance cover in connection therewith has been affected

- 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.
 - 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor
 - 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000
 - 5 The insurance coverage referred to in 1, 2, 3, 4, 5 and 6 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 <i>Contractor</i>) caused by activity in connection with this contract for any one event is	Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	Principal Controlled Insurance policy for Contract
9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
A	Priced contract with Activity Schedule	No additional data is required for this Option.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa) the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)

The place where arbitration is to be held is **East London, South Africa**

The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator, is

The Chairman of the Association of Arbitrators (Southern Africa)

12 Data for secondary Option clauses

X2 Changes in the law **No additional data is required for this Option**

X4 Parent company guarantee **No additional data is required for this Option**

X7 Delay damages

X7.1 Delay damages for Completion of the whole of the *works* are **per day**

X16 Retention

X16.1 The retention free amount is **Nil**

The retention percentage is **5% on all payments certified.**

X18 Limitation of liability

X18.1 The *Contractor's* liability to the *Employer* for indirect or consequential loss is limited to: **Nil**
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 the Defect**

X18.3 The *Contractor's* liability 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:

**5 years after Completion of the whole of the
works**

X18.5 The *end of liability date* is

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

Z2 **Local Production and Content
Obligations**

Z2.1 In terms of Local Production and Content (SBD 6.2), Annexure A and Annexure C of the **Returnable Schedule T2.2.12** 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: **STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION-MINIMUM LOCAL CONTENT=100%**

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

Z2.4

The *Contractor* must refer to Schedule A attached to the Returnable Schedule **T2.2-12** Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content concerning non-compliance penalties applicable to Local Production and Content.

Z2.5

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

Z5 Additional clauses relating to Joint Venture

Z5.1

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.

Z5.2

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*.

**Z6 Additional obligations in
 respect of Termination**

Z6.1

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)

Z6.2 Termination Table

The following will be included under core clause 90.2 Termination Table as follows:

Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"

Z6.3

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

**Z7 Right Reserved by the
Employer to Conduct Vetting
through SSA**

Z7.1

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:

1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.
 2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.
 3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.
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Z8 Additional Clause Relating to Collusion in the Construction Industry

Z8.1 The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to any declared tender rigging including blacklisting.

Z9 Protection of Personal Information Act

Z9.1 The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

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

	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled.
11.2(14)	The following matters will be included in the Risk Register	
31.1	The programme identified in the Contract Data is	
A	Priced contract with activity schedule	
11.2(20)	The <i>activity schedule</i> is in	
11.2(30)	The tendered total of the Prices is	(in figures) (in words), excluding VAT
	Data for Schedules of Cost Components	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>
A	Priced contract with activity schedule	Data for the Shorter Schedule of Cost Components
41 in SSCC	The percentage for people overheads is:	%

21	in	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	% (state plus or minus)		
22	in	The rates of other Equipment are:	Equipment	Size or capacity	Rate
61	in	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee		Hourly rate
62	in	The percentage for design overheads is	%		
63	in	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:			

		The percentage for adjustment for Equipment in the published list is	% (state plus or minus)		
22	in	The rates of other Equipment are:	Equipment	Size or capacity	Rate

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

PART 2: PRICING DATA

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

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 11

and

defined terms

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.

Item No	Description	Unit	Quantity	Rate	Amount
1	Section 1				
1.1	Preliminary & Generals	Sum	1		
2	Section 2				
2.1	Demolitions / removal -equipment room				
2.1.1	(a) Demolish (2.4X3.4) brick wall and make good	m ²	9		
2.1.2	(b) Remove cupboard at the kitchen	m ²	9		
2.1.3	(c) Break out existing tiles and make good to receive carpet.	m ²	11.6		
2.2	Divers supervisor's office restoration				
2.2.1	(d) Supply and fit new carpet	m ²	11.6		
2.2.2	(e) Supply and Install Aluminium hinged door and frame (0,85 x 2m). Door to be finished off with Glazing	No	1		
2.2.3	(f) Supply and install new sliding door for the shower	No	1		
2.2.4	(g) Supply and install 89mm dry wall partition to make new office	m ²	11.6		
2.2.5	(h) Paint walls with two coats (Gruyere A11)	m ²	11.6		
	TOTAL				

Total Price to be carried over to the Form of Offer & Acceptance

PART C3: SCOPE OF WORK

Document reference	Title	No of page
C3.1 C3.2	This cover page	1
	<i>Employer's Works Information</i>	3
	Total number of pages	4

C3.1 EMPLOYER'S WORKS INFORMATION

1. SCOPE OF WORK

The contractor will be required to execute the civil works activities to create a diver's supervisor's office in the EMD building.

2. CIVIL REQUIREMENTS

2.1) Diver's office:

Demolitions:

- Demolish the existing drywall and make good.
- Remove the existing cupboard at the kitchen to the designated area.

Restorations:

- Install new carpet tiles.
- Install new Aluminium hinged door (0.85x 2m) to be finished off with Glazing.
- Paint wall with two coats of Plascon (Gruyere A11)
- Install new sliding door for the urinaly.
- Install new dry wall.

3. CONTRACTOR'S WORKING SITE

- 3.1 A site for parking and storage of the Contractor's plant, equipment and materials will be provided.
- 3.2 The entire site of the works shall be left in a clean and tidy state, free of any excess materials and unwanted substances before final payment is made.
- 3.3 Security on the contractor's working site is the contractor's responsibility.
- 3.4 Pollution of the ground and sea by any substances whatsoever, other than water will not be tolerated and the Contractor will be held responsible for cleaning up any spillage, grit etc.

Dumping of any material or substances will not be permitted within the Port boundaries.

4. WATER ON SITE

Fresh water will be made available free of charge from a nearby supply point, if available otherwise the contractor will be required to make his own arrangements for transporting it onto site.

5. QUALITY OF WORKMANSHIP

The Contractor's workmanship shall be to the highest possible standard and entirely to the satisfaction of the Project Coordinator or his duly authorised Deputy.

6. WORK TO BE PERFORMED BY THE CONTRACTOR

- 6.1 It is the Contractors responsibility to ensure that dust is kept to an absolute minimum, plastic sheeting must be used to enclose working area when opening is provided for new doorway.
- 6.2 The Contractor shall supply all labour, material, tools, equipment, consumable stores and ingredients of every description required for the satisfactory completion of the work.
- 6.3 The contractor will be working close to the office environment therefore noise level must be kept to minimal or work must be performed outside working hours.

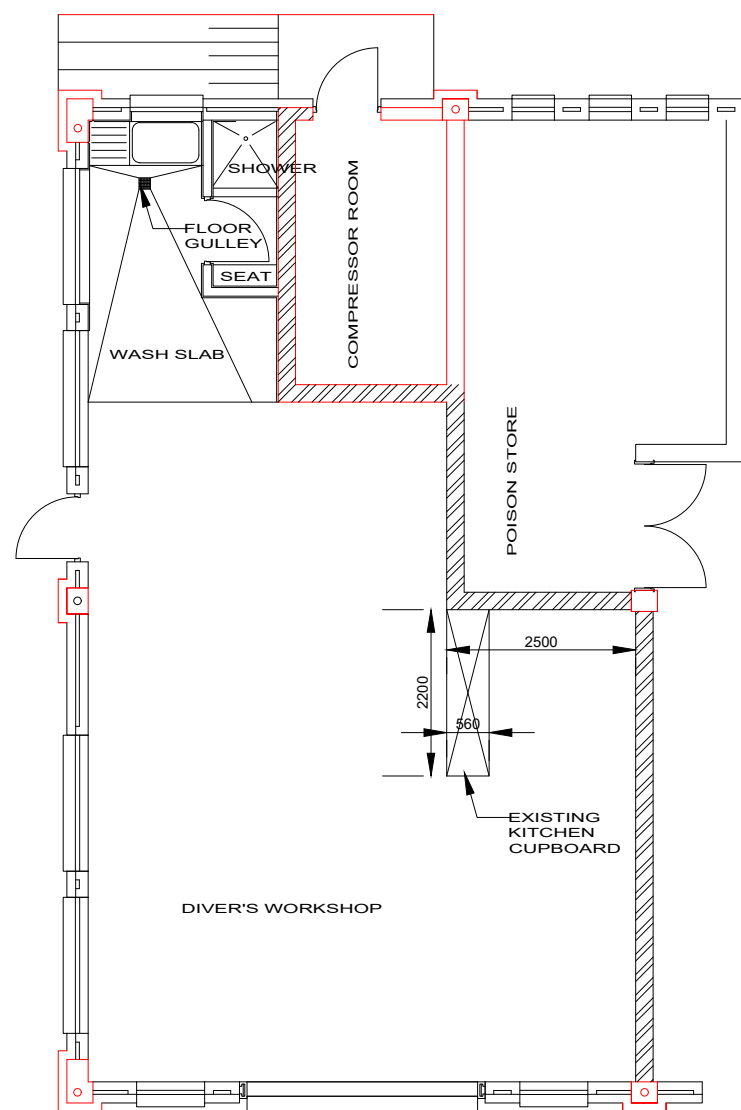
7. TO BE PROVIDED BY NATIONAL PORTS AUTHORITY

National Ports Authority will supply fresh water from a nearby supply point.

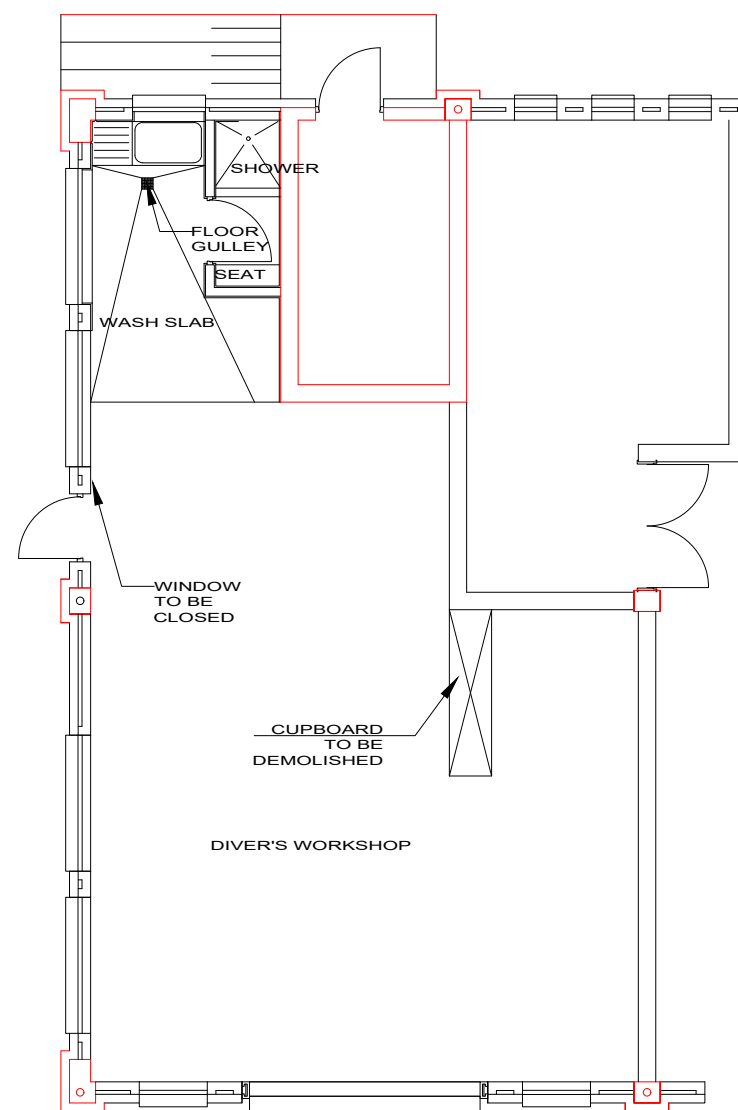
8. REQUIREMENTS FROM THE CONTRACTOR

- 8.1 Contractor is expected to submit a quotation priced according to the bill of quantities issued. Any additional items quoted which maybe have been left out of the bill, must be priced separately.
- 8.2 The contractor must also submit a works program with the price estimate.

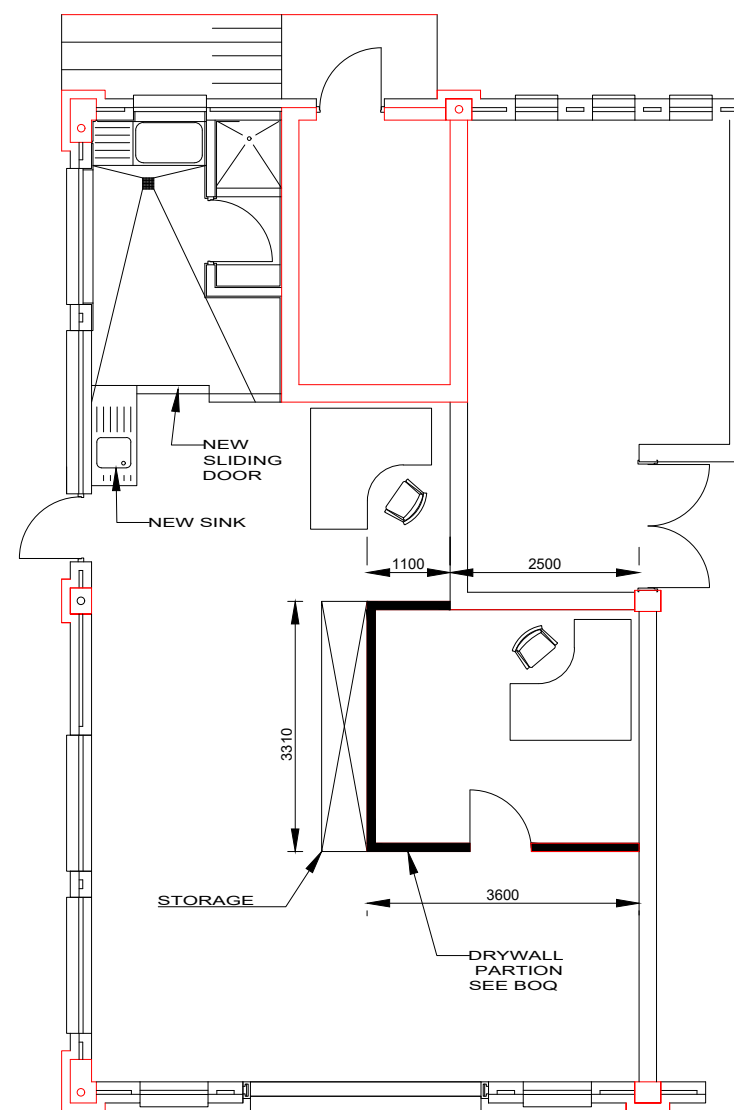
Final payment will not be made until the site has been satisfactorily cleaned and tidie.



CURRENT BUILDING LAYOUT



DEMOLITION



ALTERATION

NOTES:

1. ALL DIMENSIONS ARE IN mm AND TO BE CHECKED ON SITE BEFORE COMMENCING ANY WORKS. ANY DISCREPANCIES TO BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER.
2. ALL WORKS TO COMPLY WITH SABS1200.
3. ALL INSTALLATIONS ARE TO BE DONE IN ACCORDANCE WITH THE MANUFACTURERS SPECIFICATIONS.
4. DRAWINGS ARE SUBJECT TO MINOR AMENDMENTS IF THERE IS A NEED.
5. THE WORKS WILL BE INSPECTED PERIODICALLY BY THE PROJECT MANAGER TO ASCERTAIN THAT THE CONTRACTOR IS CARRYING OUT THE WORK IN GENERAL CONFORMITY WITH THE PROVIDED DRAWINGS & DOCUMENTS. SUCH INSPECTIONS ARE NOT FOR THE CONTRACTOR, AND DO NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY FOR THE PROPER CONSTRUCTION OF THE WORKS IN ACCORDANCE WITH THE PROVIDED DRAWINGS, DOCUMENTS AND GOOD BUILDING PRACTICES

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PROJECT / AREA / ASSET / SUBJECT
PORT OF EAST LONDON
DRAWING STANDARDS

DRAWING TITLE
CONFIGURATION OF A DIVERS SUPERVISOR'S OFFICE

DATE	2020-10-22	EL - ENGINEERING TECHNICIAN - BM
SCALE	NTS	25/11/2021
DESIGNED BY	BM	SIGNATURE DATE
CHECKED BY	TN	EL - ACTING PORT ENGINEER - TN Pr. ENGINEER - 20180407
DRAWN BY	BM	SIGNATURE DATE
CHECKED BY	TN	
PAPER SIZE	A3	TRANSNET DRW. NO. SHEET REV.
CONSULTANT / CONTRACTOR DRW. NO. XXXXXXX		

FOR APPROVAL		
DESIGN & DRAWING SIGN OFF		
00	ISSUED FOR APPROVAL	2021-10-19
No.	DESCRIPTION / REVISIONS	DATE

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.

1. Description of the Site and its surroundings

Refer to scope of works.

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

Refer to DRAWING – 1