



TRANSNET PIPELINES

TENDER NUMBER: TPL/2025/07/0006/100991/RFP

DESCRIPTION OF THE WORKS: FOR THE SUPPLY AND INSTALLATION OF MECHANICAL ADAPTIONS AND GEARBOXES WITH NINETY DEGREE (90°) OUTPUT ON VALVES ON PIPELINES

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:

FOR THE SUPPLY AND INSTALLATION OF MECHANICAL ADAPTIONS AND GEARBOXES WITH NINETY DEGREE (90°) OUTPUT ON VALVES ON PIPELINES

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	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
Contractor:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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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

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).

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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

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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 Contractor:**For the Employer**

Signature

Name

Capacity

On behalf
of*(Insert name and address of organisation)*

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	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		Engineering and Construction Contract (ECC)
		Option A: Priced contract with activity schedule
	dispute resolution Option and secondary Options	W1: Dispute resolution procedure
		X2: Changes in the law
		X7: Delay damages
		X13: Performance bond
		X16: Retention
		X18: Limitation of liability
		Z: Additional conditions of contract
		Z1: Intellectual property
		Z2: Assignment and Waiver
		Z3: Right Reserved by Transnet to Conduct State Security Agency (SSA) Vetting
		Z4: Additional Clause Relating to Collusion
		Z5: Protection of Personal Information Act
		Z6: Additional clause relating to Performance Bonds and/or Guarantees
		Z7: Obligations in respect of Joint Venture Agreements
		Z8: Additional Obligations in Respect of Termination
		Z9: Compensation events
	of the NEC3 Engineering and Construction Contract April 2013	

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10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Reg no. 1990/000900/30)
	Address	Registered address: 138 Eloff Street Braamfontein JOHANNESBURG 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Pipelines 202 Anton Lembede Street Durban, South Africa 4001
10.1	The <i>Project Manager</i> is: (Name)	TBC
	Address	Transnet Pipelines 202 Anton Lembede Street Durban, South Africa 4001
	Tel No.	TBC
	e-mail	TBC
10.1	The <i>Supervisor</i> is: (Name)	TBC
	Address	TBC
	Tel No.	TBC
	e-mail	TBC
11.2(13)	The <i>works</i> are	Supply and installation of mechanical adaption and Gearbox with 90 degrees output on valves.
11.2(14)	The following matters will be included in the Risk Register	1. Community Unrest 2. Local Business Forums interruptions
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 Contractor's 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 works is	15 July 2026



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11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are: Condition to be met		key date
	As described in detail Part 3 Works Information		
	Key dates will be based on the bidder's programme		
30.1	The <i>access dates</i> are	Part of the Site	Date
		1 Whole of the Site	2 days after safety file approval
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	12 November 2025	
32.2	The <i>Contractor</i> submit a revised programme	Every 4 weeks	
4	Testing and Defects		
42.2	The <i>defects date</i> is	52 weeks after Completion of the whole of the works.	
43.2	The <i>defect correction period</i> is	2 weeks	
5	Payment		
50.1	The <i>assessment interval</i> is monthly on the	15th (fifteenth) day of each successive month, and the final invoice to be submitted by the 20th (twentieth) 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	30 days from date of receipt of valid Tax Invoice and month-end Statement.	
51.4	The <i>interest rate</i> is	Prime lending rate of the Rand Merchant Bank South Africa as determined from time to time.	
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 place where weather is to be recorded (on the Site) is:	The site under execution	
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:	The closest weather station to the site under execution	



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and which are available from:

South African Weather Services 012 367 6000
or info4@weathersa.co.za.

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

8 Risks and insurance

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

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

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

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

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:
Blanket Principal Controlled Insurance (BPCI),
Principal Controlled Insurance (PCI),
Principal Controlled Contractors Liability Insurance,
Principal Controlled Insurance One-off; and
Project Specific Insurance

Select one	
BPCI	x
PCI	
PCI Liab only	
PCI One Off	
PSI	

84.1 The *Employer* 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 selected Insurance policy for Contract Works/ Public Liability.
	Cover / indemnity:	to the extent as stated in the selected insurance policy for Contract Works / Public Liability
	The deductibles are:	as stated in the selected insurance policy for Contract Works / Public Liability (Principal Controlled Insurance)
2	Insurance against:	Loss of or damage to property (except the <i>works</i>, plant, 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 selected insurance policy for Contract Works / Public Liability



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		Cover / indemnity	Is to the extent as stated in the selected insurance policy for Contract Works / Public Liability
		The deductibles are	as stated in the selected insurance policy for Contract Works / Public Liability
84.1	3	Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the selected insurance policy for contract Works and Public Liability
		Cover / indemnity	Is to the extent as stated in the selected insurance policy for Contract Works / Public Liability
		The deductibles are:	As stated in the selected 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.
84.1	The <i>Contractor</i> provides these additional insurances.		
			<ol style="list-style-type: none"> 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 2 Where the contract involves manufacture, and/or fabrication of Plant & 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 & 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. 3 Should the <i>Employer</i> have an insurable interest in such items during manufacture of fabrication, such interest shall not be noted by endorsement to the <i>Contractor's</i> policies of insurance as well as those of any subcontractor



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		<p>4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5,000,000.00</p> <p>5 The insurance coverage referred to in 1, 2, 3, and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the <i>Employer</i>. The <i>Contractor</i> shall arrange with the insurer to submit to the <i>Project Manager</i> the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the <i>Contractor</i></p>
9	Termination	There is no additional Contract Data required for this section of the conditions of contract.
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:	The Chairman of the Association of Arbitrators (Southern Africa)
	If no <i>Adjudicator nominating body</i> is entered, it is:	the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Durban, KwaZulu Natal
	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)
X2	Changes in the law	No additional data is required for this Option
X7	Delay Damages	

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X7.1	Delay damages for Completion of the whole of the <i>works</i> are	R 4 500 per day excl. VAT The parties agree that this constitutes a genuine pre-estimate of the damages.
X13	Performance Bond	
X13.1	The amount of the Performance Bond is	5% of the total of the Price at the contract date (excluding V.A.T.) By an issuer reasonably acceptable to Transnet SOC Ltd
X16	Retention	
X16.1	The <i>retention free amount</i> is	Nil
	The <i>retention percentage</i> is	10% on all payments certified
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Value to be proven at the time
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 deductible of the relevant insurance policy
X18.3	The Contractor's liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	The cost of correcting the Defect
X18.4	The <i>Contractor's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to:	The Total of the Prices
X18.5	The <i>end of liability date</i> is	5 (Five) years after Completion of the whole of the services
Z	<i>Additional conditions of contract</i>	
	The <i>additional conditions of contract</i> are:	
Z 1	INTELLECTUAL PROPERTY	
Z 1.1	Intellectual property rights (including patents, copyright, trademarks etc.) rest with the party owning them.	
Z 1.2	The Employer indemnifies the Contractor against any claim or action (including costs) caused by or arising from the failure as the Employer to obtain such consent and the contractor indemnifies the Employer against any claim or action (including costs) caused by or arising from the failure of the Contractor to obtain such consent.	

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Z 2	ASSIGNMENT AND WAIVER
Z 2.1	No rights, duties or liabilities under this contract may be ceded, assigned, transferred, conveyed or otherwise disposed of by either Party (<i>Employer or Contractor</i>) without the prior written consent of the other Party (<i>Employer or Contractor</i>), which consent shall not be unreasonably withheld.
Z 2.2	No grant by the <i>Contractor</i> or the <i>Employer</i> to the other of any concession, waiver, condonation or allowance is, in respect of any specific event or circumstance other than of which the grant was made, to constitute a waiver of the rights of the grantor in terms of the Contract or an <i>estoppel</i> of the grantor's right to enforce the provisions of the Contract.
Z 3	<p>RIGHT RESERVED BY TRANSNET TO CONDUCT VETTING THROUGH STATE SECURITY AGENCY (SSA):</p> <p>Transnet 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:</p> <ol style="list-style-type: none"> 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.
Z 4	<p>ADDITIONAL CLAUSE RELATING TO COLLUSION IN THE CONSTRUCTION INDUSTRY</p> <p>The Contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting</p>
Z 5	<p>PROTECTION OF PERSONAL INFORMATION ACT:</p> <p>The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act</p>
Z 6	<p>ADDITIONAL CLAUSE RELATING TO PERFORMANCE BONDS AND/OR GUARANTEES</p> <p>The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued in the same form of the Pro Forma document provided for this purpose under C1.3 (Forms of Securities), in favour of the <i>Employer</i> by a financial institution reasonably acceptable to the <i>Employer</i></p> <p>Failure to comply with this obligation by the <i>Contractor</i> will entitle the <i>Employer</i> to terminate the <i>Contractor's</i> obligation to Provide the remainder of the Works without any further entitlement to the <i>Contractor</i> for any payment or consideration with regards to the provision of the remainder of the work contracted for.</p>

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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 starting 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 constituents' 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 liability to the *Employer* to Provide the *works*.
- ii. proof of separate bank account/s in the name of the joint venture.
- iii. identification of the lead in the joint venture confirming the authority of the lead to bind the joint venture through the *Contractor's* representative.
- iv. Identification of the roles and responsibilities of the constituents to provide the *works*.

Financial requirements for the Joint Venture:

- i. 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.

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

Z8**ADDITIONAL OBLIGATIONS IN RESPECT OF TERMINATION****Z8.1**

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)

Z8.2**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"

Z8.3

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

Z9**COMPENSATION EVENTS****Z9.1**

Add to clause 60.1(13) and clause 60.1(19):

Only the effect of time is taken into account in assessing this compensation event. The Prices are not to be changed.

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Amend the provisions of Clause 60.1(4) to read as follows:

(4) The *Employer* gives an Instruction to stop or not to start any work or to change a Key Date. Any instructions issued by the *Employer* in terms whereof the *Contractor* will be required to stop work and comply with any Health and Safety requirement, policy, specification, or regulation, including conducting of Emergency exercises or any safety stand downs, or safety related matters shall not constitute a compensation event and will not result in a change to the Prices.

Z9.3

Add to clause 60.1(3):

The *Contractor* indicates on his Programme when he plans to establish as each work area. The *Employer* requires at least 10 days notification prior to establishment to arrange access.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Clause	Statement	Data
10.1	The <i>Contractor</i> is:	.....
	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:	.....
	2 Name:	.....
	Job:	.....
	Responsibilities:	.....
	Qualifications:	.....
	3 Name:	.....
	Job:	.....
	Responsibilities:
	Qualifications:
	4 Name:
	Job:
	Responsibilities:
	Qualifications:

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A	Priced contract with Activity Schedule			
11.2(21)	The Activity Schedule is in	Part C2 Pricing Data		
11.2(31)	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 56 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 59 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 SSCC	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	.....	
22 in SSCC	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	.....	