

# Contract Data

## **PROJECT SPECIFICATION FOR:**

### **REPLACEMENT OF KIOSKS AT LICHTENBURG**

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**The Employer is:**

**Name**

**Transnet Limited Trading as Transnet Freight Rail**

**Address**

**Depot Engineer Building, No. 1 Station Street**

**Krugersdorp Millsite**

**PO Box 2977, Millsite, KRUGERSDORP. 1740.**

**Telephone**

**(011) 950-1230      Fax No. (011) 950-1360**

**E-mail**

**Kagiso.Osupile@transnet.net**

**The site is:**

**Various sections**

The starting date is .....

The completion date is .....

The reply period is ..... weeks

The defects date is 1 (one).....weeks after completion

The defect correction period is immediately after defects date

The delay damages are 0.5% of the contract value.....per day

The assessment day is the 18<sup>th</sup> (eighteen).....of each month

The retention is .....%

Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply? **No**

The Adjudicator is

**Name** **To be advised if dispute arise.....**

**Address** .....

**Telephone** ..... **Fax No.** .....

**E-mail** .....

## Contract Data

The interest rate on late payment is ..... % per complete week of delay.

The *Contractor* is not liable to the *Employer* for loss of or damage to the *Employer's* property in excess of..... for any one event.

The *Employer* provides this

### **Insurance Transnet Principal Control Insurance**

The minimum amount of cover for the third insurance stated in the

Insurance Table is **> R25,000.00 (Limited to R10,000,000.00. for any one event)**

The minimum amount of cover for the fourth insurance stated in the

Insurance Table is **Not applicable**.....

The adjudicator nominating

body is **The Chairman of the Association of Arbitrators (Southern Africa)**

The tribunal is **Arbitration**.....

If the tribunal is arbitration,  
the arbitration procedure is **The rules for the Conduct of Arbitrators of the Association of Arbitrators (Southern Africa)**.....

The *conditions of contract* are the NEC3 Engineering and Construction Short Contract (June 2005) and the following additional conditions:

**As mentioned in paragraph 1.0 (Contractual obligations)**

## 1.0 CONTRACTUAL OBLIGATIONS

The Contractor shall ensure that a safety representative is at site at all times.

- 1.1 The Contractor shall comply with all applicable legislation and Transnet safety requirements adopted from time to time and instructed by the Project Manager / Supervisor. Such compliance shall be entirely at his own cost, and shall be deemed to have been allowed for in the rates and prices in the contract.
- 1.2 The Contractor shall, in particular, comply with the following Acts and Transnet Specifications:-
  - 1.2.1 The Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993. The Contractor shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.
  - 1.2.2 The Occupational Health and Safety Act (Act 85 of 1993).
  - 1.2.3 The explosive Act No. 26 of 1956 (as amended). The Contractor shall, when applicable, furnish the Project Manager / Supervisor with copies of the permits authorising him or his employees, to establish an explosives magazine on or near the site and to undertake blasting operations in compliance with the Act.
  - 1.2.4 The Contractor shall comply with the current Transnet Specification E.4E, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations and shall before commencement with the execution of the contract, which shall include site establishment and delivery of plant, equipment or materials, submit to the Project Manager / Supervisor.
  - 1.2.5 The Contractor shall comply with the current Specification for Works On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment – E7/1, if applicable, and shall take particular care of the safety of his employees on or in close proximity to a railway line during track occupations as well as under normal operational conditions.
- 1.3 The Contractor's Health and Safety Programme shall be subject to agreement by the Project Manager / Supervisor, who may, in consultation with the Contractor, order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act.
- 1.4 In addition to compliance with clause 1.4 hereof, the Contractor shall report all incidents in writing to the Project Manager / Supervisor. Any incident resulting in the death of or injury to any person on the works shall be reported within 24 hours of its occurrence and any other incident shall be reported within 48 hours of its occurrence.
- 1.5 A penalty charge Of R1000 **of the contract value per day** will be levied for late completion.
- 1.6 The Contractor shall supply a **site diary** (with triplicate pages). This book shall be used to record any unusual events during the period of the work. Any delays to the work shall also be recorded such as delays caused by poor weather conditions, delays caused by permits being cancelled etc. The appointed Project Manager or Supervisor must countersign such delays. Other delays such as non-availability of equipment from 3<sup>rd</sup> party suppliers must be communicated to the Project Manager or Supervisor in writing.
- 1.7 The Contractor shall supply a **site instruction book** (with triplicate pages). This book shall be used to record any instructions to the Contractor regarding problems encountered on site – for example the quality of work or the placement of equipment. This book shall be

filled in by the Project Manager or Supervisor and must be countersigned by the Contractor.

- 1.8 Both books mentioned in 1.10 and 1.11 shall be the property of Transnet Freight Rail and shall be handed over to the Project Manager or Supervisor on the day of energising or handing over.
- 1.9 The Contractor will remain liable for contractual delivery dates irrespective of deficiencies discovered during workshop inspections.

## **2.0 TENDERING PROCEDURE**

- 2.1.1 An addendum reflecting changes to the project specification and 'Bill of Quantities' shall be forwarded to Contractors after the site meeting (if necessary) and Contractors shall quote accordingly, failure of which will result in disqualification.
- 2.1.2 Contractors shall duly fill in the attached 'Bill of Quantities'. The prices shall be fixed for the duration of the contract and no escalation will be allowed. Items not reflected in the 'Bill of Quantities', but covered in the project specification or agreed at site meetings, shall be added to the 'Bill of Quantities' by the Contractor and quoted for accordingly.
- 2.1.3 Contractors shall submit qualifications of staff that will be performing the works. Only qualified technical personnel shall perform the works on the electrical equipment or installations thereof.
- 2.1.4 During the duration of the contract, the successful Contractor shall be required to inform the Supervisor of any staff changes and provide the qualifications of the replacement staff for approval.
- 2.1.5 Contractors shall indicate clause-by-clause compliance with the specifications. This shall take the form of a separate document listing all the specifications clause numbers indicating the individual statement of compliance or non-compliance.
- 2.1.6 Contractors shall motivate a statement of non-compliance.
- 2.1.7 The successful Contractor shall provide a Gantt or a similar chart showing when the works will be done and energised. This chart shall be submitted to the Project Manager or Supervisor within 14 days after the award of the contract has been made to the successful Contractor.
- 2.1.8 Where equipment offered does not comply with standards or publications referred to in the specification, Contractors shall state which standards apply and submit a copy in English or certified translation.
- 2.1.9 Contractors shall submit descriptive literature consisting of detailed technical specifications, general constructional details and principal dimensions, together with clear illustrations of the equipment offered.
- 2.1.10 During the duration of the contract period, the successful Contractor shall be required to inform the Project Manager / Supervisor of any changes to equipment offered and submit detailed information on replacement equipment for approval prior to it being used on this contract.
- 2.1.11 Contractors shall submit equipment type test certificates as specified on the contract. These shall be in English or certified translation.

## Contract Data

### The *Contractor's* Offer

The Contractor is

**Name** .....

**Address** .....

.....

**Telephone** ..... **Fax No.** .....

**E-mail** .....

The percentage for overheads and profit added to the Defined Cost for people is.....%.

The percentage for overheads and profit added to other Defined Cost is..... %.

The *Contractor* offers to Provide the Works in accordance with the *conditions of contract* for an amount to be determined in accordance with the *conditions of contract*.

The offered total of the  
Prices is .....

Signed on behalf of the Contractor

Name .....

Position .....

Signature ..... Date .....

### The *Employer's* Acceptance

The *Employer* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Employer*

Name .....

Position .....

Signature ..... Date .....

### 3. PRICING INSTRUCTIONS

- 3.1 The agreement is based on the NEC Engineering and Construction Short Contract 3. The contract specific variables are as stated in the contract data. Only the headings and clause numbers for which allowance must be made in the Price list are recited.
- 3.2 Preliminary and General Requirements are based on part 1 of SANS 1921, 'Construction and Management Requirements for Works Contracts'. The additions, deletions and alterations to SANS 1921 as well as the contract specific variables are as stated in the contract data. Only the headings and clause numbers for which allowance must be made in the Price list are recited.
- 3.3 It will be assumed that prices included in the Price list are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders.
- 3.4 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- 3.5 The Price list is not intended for the ordering of materials. Any ordering of materials, based only on the Price list, is at the Contractor's risk.
- 3.6 The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount of the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.
- 3.7 The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Price list:
- a) an amount which is not to be varied, namely Fixed (F).
  - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V).
  - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period, excluding revisions to the construction period for which no adjustment the contractor is entitled to in terms of the contract, namely Time Related (T).
- 3.8 The following abbreviations are used in the Price list:
- |        |   |          |
|--------|---|----------|
| Hr     | = | Hour     |
| Ea     | = | Each     |
| Quant. | = | Quantity |
- 3.9 The prices and rates in these Price list are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the scope of work and shall cover liabilities and obligations set forth or implied in the Contract data, as well as profit.
- 3.10 Where the scope of work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.
- 3.11 Where no quantity has been provided against an item in the Price list, the Contractor shall use their discretion and provide the quantity.
- 3.12 The quantities set out in these Price list are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in these Price list.

- 3.13 The short descriptions of the items of payment given in these Price list are only for purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
- 3.14 Tenderers shall ensure that provision (financial as well as time) for excavations in a range of soil types is made for in their tenders.
- 3.15 For each item in the Price list, including Preliminaries, the Contractor shall provide in the appropriate column the portion of the tendered sum (inclusive of labour and material) which has been sourced locally (Republic of South Africa).
- 3.16 The Contractor shall also arrange forward cover within two weeks after contract award on all imported items.
- 3.17 The Contractor shall provide information related to imported content, i.e. equipment to be imported, value and applicable exchange rates. This information shall be provided as an Annexure to the Price list.
- 3.18 The total in the Price list shall be exclusive of VAT.

## Price List

Ite	Description	Unit	Q	Rate	Price
<b>Replacement of kiosks at Lichtenburg</b>					
<b>A</b>					
1	Remove all existing kiosks	Ea.	6		
2	Supply and Install L/voltage distribution kiosks suitable for a yard light power supply, Kiosk to be fitted with locking mechanism Mild steel H.1200*W.600*D 400*mm.	Ea.	6		
3	Supply and Install 60 amp MCB three pole	Ea.	12		
4	Supply and Install contactor for lights 60 amp	Ea.	6		
5	Supply and Install day/night switch for lights 15 amp	Ea.	6		
6	Provide 24/7 security for the duration of the project	sum	1		
7	Transport scrap (old kiosks) to Krugersdorp depot (approximately 200 Km)	km	200		
8	Supply 4 core 16mm armoured cable	meter	150		

<b>A</b>	<b>Total sum</b>	<b>R</b>
<b>B</b>	<b>VAT (15% of A)</b>	<b>R</b>
<b>C</b>	<b>Gross Total (Total plus 15% VAT)</b>	<b>R</b>

## **4.0 DESCRIPTION OF WORK**

- 4.1.1. The contractor shall appoint a qualified person (Minimum N6 electrical diploma) to supervise the work and be on site for the entire project duration. Qualifications and work experience should part of submission documents
- 4.1.2. Install L/voltage distribution kiosks.
- 4.1.3. Kiosks will be installed on old existing concert foundations.
- 4.1.4. Transnet will not be liable for cable, machinery and tools on site during the period of the project, hence they should provide security.
- 4.1.5. The Contractor shall dismantle and transport all scrap/old kiosks to Millsite depot Krugersdorp
- 4.1.6. All copper connections to steel (galvanised) shall be tinned or silver coated and connection grease shall be used.
- 4.1.7. All cabling shall be clearly marked with high quality permanent markers. Sticker marking numbers on cables will not be accepted.

## **5.0 INSTALLATION**

- 5.1. The Contractor shall be responsible for the transport to site, off-loading, handling, Storage and security of all material required for the construction/execution of the Works.
- 5.2. The Contractor shall arrange own security for the duration of the installation until completion of the project..
- 5.3.
- 5.4. All fasteners on steelwork, components and electrical connections (nuts and bolts) Shall be secured using flat as well as lock washers.



## 6.0 QUALITY AND INSPECTION

6.1 The Contractor shall notify Transnet Freight Rail 14 days in advance of such an inspection date.

6.2 The Contractor shall apply 14 days in advance for the date of energizing and ensure that all work is completed before any commissioning can take place

## 7.0 Requirements for the programme

- 16.1 Programme of work : To be submitted by successful Contractor
- 16.3 Format : Gantt chart
- 16.4 Information : How work is going to be executed
- 16.5 Submission : 1 weeks after the award of contract
- 16.6 Site diary : Successful Contractor to supply in triplicates carbon copies
- 16.7 Site instruction book : Successful Contractor to supply in triplicates carbon copies

Site Information

## 8.0 The works shall be performed at Lichtenburg.

(Directions to the substations will be communicated to the Tenderers prior to the date of the site briefing)

