

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:

Renovation of Ablution Facilities (only) at Cingani High School, Motherwell, Gqeberha for a once-off period for a once-off period

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
tenderer:**

(Insert name and address of
Name & organisation Date
signature of
witness

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 (REGISTRATION NO.1990/000900/30), trading through its Operating Division, Transnet National Ports Authority
Port Of Ngqura
Port Elizabeth
6100

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		

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 (REGISTRATION NO.1990/000900/30), trading through its Operating Division, Transnet National Ports Authority Port Of Ngqura Port Elizabeth 6100
Name & signature of witness	_____	_____
Date	_____	_____

C1.2 Contract Data

Part one - Data provided by the *Employer*

The NEC 3rd Edition Engineering and Construction 2005 as published by Thomas Telford Ltd a wholly owned subsidiary of the Institution of Civil Engineers (UK) shall apply to and from the General Conditions of Contract for this contract. This publication is available and Tenderers must obtain copies at their own cost.

The General Conditions of Contract make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		B: Priced contract with bill of quantities
	Dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	X2: Changes in the law X4: Parent company guarantee X7: Delay damages X13: Performance Bond X16: Retention X18: Limitation of liability
		Z: Additional conditions of contract
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	Z2: Additional clause relating to Performance Bonds and/or Guarantees Z3: Additional clauses relating to Joint Venture Z4: Additional obligations in respect of Termination Z6: Additional Clause Relating to Collusion in the Construction Industry Z9: Protection of Personal Information Act
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 SOC Ltd (Registration No. 1990/000900/30) trading through its operating division Transnet National Ports Authority (TNPA) eMendi Admin Building, Klub Road Port of Ngqura 6001
10.1	The <i>Project Manager</i> is: (Name)	Nduduzo Dandala
	Address	Transnet National Ports Authority (TNPA) TNPA Admin Building, Port of Port Elizabeth, Green Street, Gqeberha, 6001
	Tel	(+27 41) 507 8612
	e-mail	Nduduzo.Dandala@transnet.net
10.1	The <i>Supervisor</i> is: (Name)	Mohau Tlhatloyi
	Address	Transnet National Ports Authority (TNPA) eMendi Admin Building, Klub Road, Port of Ngqura, Neptune Road, Coega, Gqeberha, 6100
	Tel No.	(+27 41) 507 4373
	e-mail	Mohau.Tlhatloyi @transnet.net
11.2(13)	The <i>works</i> are	Renovation of Ablutions (only) at Cingani High School, Motherwell, Gqeberha for a once-off period
11.2(14)	The following matters will be included in the Risk Register	1. The work to be performed will be done in an operational terminal. 2. There are no as-built drawings of existing services within the school's vicinity.
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 (two) 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>commencement date</i> for the contract is	01 January 2024		
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<i>Condition to be met</i>		<i>key date</i>
		1	Construction starts	22 January 2024.
		2	Construction complete	31 May 2024.
30.1	The <i>access dates</i> are	Part of the Site		Date
		1	As per approved programme	
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 (two) weeks of the Contract Date.		
31.2	The <i>starting date</i> is	01 March 2023		
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 (two) weeks.		
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.			
4	Testing and Defects			
42.2	The <i>defects date</i> is	52 (fifty-two) weeks after delivery and Completion of the whole of the <i>works</i> .		



43.2	The <i>defect correction period</i> is	2 (two) weeks
5	Payment	
50.1	The <i>assessment interval</i> is monthly on 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	Payment will be implemented on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
1.4	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
		the wind speed (km/h) and direction of the wind
	The place where weather is to be recorded (on the Site) is:	The <i>Contractor's</i> Site establishment area
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:	Motherwell, Gqeberha
	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	The work to be done will be done in an operational area. 1. On some areas there will be moving traffic.



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 <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is	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.	
	The <i>Contractor</i> provides these additional Insurances	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, and/or fabrication, such interest shall be noted by endorsement to the <i>Contractor's</i> 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	Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement



		6	Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000
		7	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 <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>.
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		
B	Priced contract with Bill of Quantities		No additional data is required for this Option.
60.6	The <i>method of measurement</i> is		The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.
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	Port Elizabeth, Eastern Cape, 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 <i>works</i> are	R 1600.00 Excl. VAT per day
X13	Performance bond	
X13.1	The amount of the performance bond is	5% of the total of the Prices
X16	Retention	
X16.1	The retention free amount is	Nil
	The retention percentage 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:	Nil
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:	The deductible of the relevant insurance policy
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:	The cost of correcting the Defect
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: The <i>end of liability date</i> is	The Total of the Prices
X18.5		5 years after Completion of the whole of the works and the project is complete
Z	<i>Additional conditions of contract</i> The additional conditions of contract are:	
Z2	Additional clause relating to Performance Bonds and/or Guarantees	
Z2.1		The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents 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>.

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 shall be provided to the *Employer* by the *Contractor* on or before 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 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 in the manner whereby this will be provided and/or**

Z3.2

		<p>guaranteed by the constituents from time to time;</p> <p>v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.</p> <p>Insert additional core clause 27.6</p> <p>27.6. The <i>Contractor</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i>.</p>
Z4 Z4.1	Additional obligations in respect of Termination	<p>The following will be included under core clause 91.1:</p> <p>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> commenced business rescue proceedings (R22) repudiated this Contract (R23)
Z4.2		<p>Insert additional core clause 27.6</p> <p>27.6. The <i>Contractor</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i>.</p>
Z6 Z6.1	Additional Clause Relating to Collusion in the Construction Industry	<p>The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to any declared tender rigging including blacklisting.</p>
Z9	Protection of Personal Information Act	<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>

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	
B	Priced contract with bill of quantities	
11.2(21)	The <i>bill of quantities</i> is in	Part C2.2
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 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>

B	Priced contract with bill of quantities	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	% (state plus or minus)		
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



TRANSNET NATIONAL PORTS AUTHORITY

RFP NUMBER TNPA/2023/10/0014/44187/RFP

DESCRIPTION OF SERVICES: RENOVATION OF ABLUTION FACILITIES (ONLY) AT CINGANI HIGH SCHOOL, MOTHERWELL, GQEBERHA
FOR A ONCE-OFF PERIOD

62 SSCC	in	The percentage for design overheads is	%
63 SSCC	in	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:	

C1.3 Forms of Securities

Pro forma Performance Guarantee

For use with the NEC3 Engineering & Construction Contract - June 2005 (with amendments June 2006 and April 2013)

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Option:

Option X13: Performance bond

The pro forma document for this Guarantee is provided here for convenience but is to be treated as part of the *Works Information*.

The organisation providing the Guarantee does so by copying the pro forma document onto its letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

The Performance Bond needs to be issued by an institution that are reasonably acceptable to the *Employer*.

Transnet may choose to not to accept an Issuer. Should the issuer not being accepted, the performance bond needs to be replaced by an issuer that are acceptable to Transnet. Issuers need to be verified for acceptance by Transnet before a performance bond is issued.

Pro-forma Performance Bond (for use with Option X13)*(to be reproduced exactly as shown below on the letterhead of the Surety)*

Transnet SOC Ltd
C/o Transnet National Ports Authority
Transnet Corporate Centre
138 Eloff Street
Braamfontein
Johannesburg
2000

Date:

Dear Sirs,

Performance Bond for Contract No. TNPA/2023/10/0014/44187/RFP

With reference to the above numbered contract made or to be made between

Transnet SOC Limited, Registration No. 1990/000900/30(the *Employer*) and**{Insert registered name and address of the *Contractor*}**(the *Contractor*), for**{Insert details of the *works* from the Contract Data}**(the *works*).

I/We the undersigned

on behalf of the
Guarantor

of physical address

and duly authorised thereto do hereby bind ourselves as Guarantor and co-principal debtors in solidum for the due and faithful performance of all the terms and conditions of the Contract by the *Contractor* and for all losses, damages and expenses that may be suffered or incurred by the *Employer* as a result of non-performance of the Contract by the *Contractor*, subject to the following conditions:

1. The terms *Employer*, *Contractor*, *Project Manager*, *works* and Completion Certificate have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.

4. This bond will lapse on the earlier of
- the date that the Guarantor receives a notice from the *Project Manager* stating that the Completion Certificate for the whole of the *works* has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or
 - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Project Manager*.
5. Always provided that this bond will not lapse in the event the Guarantor is notified by the *Project Manager*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.
6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Guarantor of a certificate signed by the *Project Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.
7. Our total liability hereunder shall not exceed the sum of:
- (say) _____
- R _____
8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa

Signed at _____ on this _____ day of _____ 201_

Signature(s)

Name(s) (printed)

Position in Guarantor company

Signature of Witness(s)

Name(s) (printed)

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	2 - 5
C2.2	The <i>bill of quantities</i>	6 -7

C2.1 Pricing instructions: Option B

The *conditions of contract*

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 B states:

Identified and defined terms 11

11.2 (21) The Bill of Quantities is the *bill of quantities* as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.

(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.

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

- the quantity of the work which the *Contractor* has completed for each item in the Bill of Quantities multiplied by the rate and
- a proportion of each lump sum which is the proportion of the work covered by the item which the *Contractor* has completed.

Completed work is work without Defects which would either delay or be covered by immediately following work.

(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

This confirms that Option B is a re-measurement contract and the bill comprises only items measured using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.

Function of the Bill of Quantities

Clause 55.1 in Option B states, "Information in the Bill of Quantities is not Works Information or Site Information". This confirms that instructions to do work or how it is to be done are not included in the Bill, but in the Works Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Works in accordance with the Works Information". Hence the *Contractor* does **not** Provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.

Guidance before pricing and measuring.

Employers preparing tenders or contract documents, and tendering contractors are advised to consult the sections dealing with the bill of quantities in the NEC3 Engineering and Construction Contract (June 2005) Guidance Notes before preparing the *bill of quantities* or before entering rates and lump sums into the *bill*.

Historically bill of quantities-based contracts in South Africa have been influenced by the different approaches of the civil engineering and building sectors of the industry through their respective discipline based standard forms of contract and methods of measurement. This is particularly apparent in the approach to the Preliminary and General bill. On the other hand, because ECC caters for a number of disciplines in the same contract, including electrical works, a different approach not currently found in local methods of measurement to the Preliminary & General bill items may have been used.

The NEC approach to the P & G bill assumes use will be made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme, fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill.

Measurement and payment

Symbols

The units of measurement described in the Bill of Quantities are metric units abbreviated as follows:

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m ²	square metre
m ² -pass	square metre pass
m ³	cubic metre
m ³ -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
No.	number
Prov sum ¹	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

General assumptions

¹ Provisional Sums should not be used unless absolutely unavoidable. Rather include specifications and associated bill items for the most likely scope of work, and then change later using the compensation event procedure if necessary. This is because tenderers cannot programme effectively for unknown scopes of work

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.

The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.

Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.

Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the *bill* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.

An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.

The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.

The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

Departures from the *method of measurement*

None

Amplification of or assumptions about measurement items

For the avoidance of doubt the following is provided to assist in the interpretation of descriptions given in the *method of measurement*. In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in this section shall be used.

C2.2 The *bill of quantities* – refer to attachment included

PART C3: SCOPE OF WORK

Document reference	Title	No of page
	This cover page	1
C3.1	<i>Employer's</i> Works Information	2-43
C3.2	<i>Contractor's</i> Works	43-44
	Total number of pages	44

C3.1 EMPLOYER'S WORKS INFORMATION

Contents

1	INVITATION TO SUBMIT A PROPOSAL FOR RENOVATION OF ABLUTIONS FACILITIES ONLY.....	3
2	SCOPE OF WORKS AND CONTRACT DATA.....	4
2.1	SCOPE OF WORKS	4
2.2	CONTRACT DURATION	1
2.3	PROGRAMMING CONSTRAINTS	1
3	COMPLIANCE	4
4	BILL OF QUANTITIES	6

1 INVITATION TO SUBMIT A PROPOSAL FOR RENOVATION OF ABLUTIONS FACILITIES ONLY.

Tenderers with CIDB grading 3CE or 3GB or higher are hereby invited to submit Requests for Proposals for the renovation of ablution facilities (only) at Cingani High School, Motherwell, Gqeberha for a once-off period.

Only those bidders who satisfy the following eligibility criteria are eligible to submit tenders:

Stage One – Eligibility with regards to attendance at the compulsory clarification meeting and site walk

An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting at the indicated site.

Stage Two - Eligibility in terms of the Construction Industry Development Board

- a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of 3CE or 3GB or higher class of general building or civil engineering classes of work, are eligible to have their tenders evaluated.
- b) Joint Venture
Joint ventures are eligible to submit tenders subject to the following:
 - 1. Every member of the joint venture is registered with the CIDB.
 - 2. The lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
 - 3. The combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a 2GB or 2CE or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.

The tenderer shall provide a certified copy of its signed joint venture agreement.

Stage Three – Previous Experience

The bidder must demonstrate previous experience by providing a list of traceable references showing successful completion of a minimum of two (2) sewage or sanitation projects in the past five (5) years. The reference list should include the project information, client company name, client contact details, project duration, project value, and completion certificate.

Any bidder that fails to meet the stipulated eligibility criteria will be regarded as an unacceptable tender.

2 SCOPE OF WORKS AND CONTRACT DATA

2.1 SCOPE OF WORKS

The contract scope of works comprises the following:

2.1.1 External Works

- Provide and service sixteen (16) x female temporary ablution facilities for the students throughout the duration of construction.
- Provide and service twelve (12) x male temporary ablution facilities for the students throughout the duration of construction.
- Supply and deliver four (4) x 500mm concrete waste bins.
- Detect and clean existing drains and sewer pipelines around the entire school. Clear vegetation around the existing drains and sewer pipelines if necessary.
- Remove and replace inadequate concrete drainage and sewer piping.
- Replace with new 1200mm v-drain concrete channels, 300mm concrete piping, 380x380mm cast iron grid inlets and 500x500x420mm brick manholes.
- Construct water access areas as per existing and connect them to the existing water supply.
- Remove, replace, and dispose of all external doors, frames, and locks, as well as hinges. Including:
 - All entrance doors must be high-quality hard wood Framed Ledged and Braced doors painted as per paint specification.
 - Sand down, prime, and apply one (1) undercoat and two (2) coats of oil base enamel paint on all door frames.
 - Sample paint panels of all paints selected shall be prepared for approval by the *Employer's* Quality Officer prior to proceeding with work paint work.
 - All entrance doors shall be installed with a three (3)-lever door lockset. Stainless steel hinges shall be used.
- Remove and replace all existing windows, including frames and replace them with steel frames of the same kind.
- Remove the old paint and clean the surface of the windowsills before applying one (1) coat of primer followed by two (2) coats of high-quality oil base enamel paint as per manufacturer's specifications.
- Sample paint panels of all paints selected shall be prepared for approval by the *Employer's* Quality Officer prior to proceeding with paintwork.

- Install external solid round steel burglar bars at openable windows with allowance to open windows.
- Replace leaking pipes at existing water access areas with uPVC pipes.

2.1.2 Internal Works

- Remove all existing fibre cement ceilings and quarter-round cornices.
- Replace existing ceiling with new nail-to-fibre cement ceiling boards and timber quarter rounds.
- Paint all ceilings as follows:
 - Prepare, prime, and apply one (1) undercoat and two (2) coats of brilliant white ceiling paint to all ceilings and cornices according to the manufacturer's specifications.
 - Sample paint panels of all paints selected shall be prepared for approval by the *Employer's* Quality Officer prior to proceeding with paintwork.
- Supply and install electric wiring, single lever switch, and surface mount Light Emitting Diode (LED) lights on the ablution ceilings.
- Remove existing paint and repaint all bathroom walls as follows:
 - Prepare walls and apply two (2) coats high-quality washable sheen paint. Colour to be selected and approved by the *Employer's* Quality Officer, allow for deep colours.
 - Sample paint panels of all paints selected shall be prepared for approval by the *Employer's* Quality Officer prior to proceeding with paintwork.
- Remove and replace all floor and wall tiling as follows:
 - White ceramic tiles with white PVC edge strips to be installed around the urinal.
 - Splashback tile must be square white ceramic tiles with white PVC edge strips to be installed with the new sinks.
 - Floor Tiles are porcelain tiles complete with adhesive, grouting and trims at thresholds. Tiles to be selected.
 - * The bidder must allow Prime Cost for tiles*.
 - Skirting Tiles are to be provided throughout. Supply and fix 100mm high cuts of floor tile complete with adhesive, grouting, and trims where the top of the skirting tile is exposed. Tiles to be selected by the *Employer's* Quality Officer.
 - * Allow Prime Cost for tiles*.
- Remove all sinks. Replace with whitewash hand basins containing one centre taphole and pedestals, including mounting pillar basin taps of chrome finish.
- Remove and replace toilet suites including sits and canisters with white front flush toilet suites, with Bettaflush or equivalent front flush exposed cistern including seats and p-trap.
- Install gender signage at the entrance of all bathrooms.

- Remove all existing showers and associated pipes.
- Supply and install vandal-resistant shower head, and single lever connection to control water temperature, including all required drainage, piping, junctions, bends, reducers, shower traps and valves. Connect to existing water supply and geyser.
- Mount two (2)-tier round lockable toilet paper dispensers of mild steel with stainless steel screws in all toilets.
- Supply twelve (12)-litre pedal-operated plastic sanitary disposal bins in all female toilets.
- Install grey swartland embos euro interior doors each with a satin nickel indicator bolt in all toilets.
- Supply and wall mount one (1) 30x30 cm mirror in each toilet.
- Supply and install waterproof shower curtains and stainless-steel railing.
- Remove male urinals. Supply and install white wall-hung back inlet male urinals for concealed control rear entry with chromium-plated back inlet spreader, 38mm chromium-plated domical grating hung on and including two hanger brackets.
- Supply and install two (2) 1.2-litre stainless steel soap dispensers plugged into a wall with stainless steel screws.
- Supply and install two (2) two hundred (200)-litre high-pressure electrical geysers in the ablution ceilings.

2.1.3 Other

- The *Contractor* shall provide an Environmental, Health and Safety Officer throughout the duration of the contract.
- The *Contractor* shall provide a Community Liaising Officer throughout the duration of the contract.

2.2 CONTRACT DURATION

- 2.2.1. The estimated duration of this contract is four (4) months from issuing of letter of award to contractual close out.

2.3 PROGRAMMING CONSTRAINTS

- 2.3.1. Within two (2) weeks of the signing of the letter of award, the *Contractor* shall be required to submit a detailed and final construction and delivery programme.
- 2.3.2. Once the Project Manager has approved the programme, the *Contractor* shall adhere to it, unless the approval of the Project Manager is obtained for any amendment that may be necessary.
- 2.3.3. 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 a sequence of operations.

2.4 VEHICLES, PLANT & EQUIPMENT

- 2.4.1 The *Contractor* must ensure that all vehicles, plant, and equipment to be used on site are operational.
- 2.4.2. It is expected that the *Contractor* will use local municipal roads to deliver plant/equipment on-site. As such, the *Contractor* shall be responsible for obtaining all required municipal permits and the cost thereof shall be to the *Contractor's* account.
- 2.4.3. Parking of the *Contractor's* plant and vehicles will be in and around Cingani High School in Motherwell, Gqeberha at the *Contractor's* risk.
- 2.4.4. A suitable laydown area for the storage of all plant and equipment shall be identified by the *Employer* and made available to the *Contractor* for storage of the plant and equipment.
- 2.4.5. The security of the laydown area shall be the responsibility of the *Contractor*. The *Contractor* shall provide twenty-four (24) hour security surveillance.
- 2.4.6. All costs associated with the delivery of all plant and equipment shall be to the *Contractor's* account.

2.5 MATERIALS

- 2.5.1 All materials specified herein, wastage and supportive installation material shall be provided by the *Contractor* and understood as included in the relevant rates.
- 2.5.2 Materials must be as specified and should not be substituted; material samples will be approved by the *Employer*.
- 2.5.3 For the purposes of submission of Request for Proposals, rates for items described in the bills of quantities by trade names, catalogue references, etc. shall be for the type and manufacture specified.
-

2.5.4 All materials and samples must conform to specifications herein and proof of conformance must be provided to the Quality Officer prior to building in any such material.

2.5.5 Materials built-in must be the best of their respective kinds, new and free from defects and damage.

2.5.6 All materials and workshops incorporated in the works, must be SABS approved.

2.6 WORKMANSHIP

2.6.1 Workmanship must be the best in each trade and executed by competent, certified, and registered Artisans, proof of which must be kept on-site for the duration of the Contract.

2.6.2 The *Contractor's* foreman shall be competent in all trades and shall rigorously interrogate workmanship in its finest detail. The *Supervisor* reserves the right to demand a more reliable replacement for any Artisan he justifies as not performing according to the standards of these specifications or relevant SABS standards.

2.6.3 Rates for manufactured items shall include assembling complete and handing over in proper working order.

2.6.4 The dimensional and positional accuracy of the buildings and their component parts shall comply with Grade I requirements of SANS 10155 unless otherwise stated.

2.7 DIMENSIONS, HEIGHTS, AND LEVELS

2.7.1 All Dimensions, Heights and Levels indicated on the attached drawings and documentation are based on a surface examination of the site. Drawings must not be scaled but rather written dimensions shall be taken in preference.

2.7.2. The *Contractor shall* verify written dimensions on site prior to the manufacture or preparation of installation items. Discrepancies and implications must be escalated to the *Employer* as soon as it is realized.

2.8 SET OUT

2.8.1 The *Contractor* shall timeously set out all aspects of the works, identify any conflicts or services and obtain the *Supervisor's* approval prior to commencing the works.

2.9 CLEAN SITE

2.9.1 At the end of each working day, the site must be properly cleaned. All dust and rubble inside the building must be removed. All material on site must be properly stacked or stored during all times of the day during the works.

2.10 RESTRICTIONS TO ACCESS TO SITE, ROADS, WALKWAYS AND BARRICADES

2.10.1 There is one main entrance to Cingani High School. The entrance is situated at 5 Kwane Street, Motherwell NU 6.

2.10.2 General public safety is a matter of priority for the project and its stakeholders. The *Contractor* is therefore required to implement traffic management procedures to

accommodate all traffic that will be impacted by the construction.

2.11 CONTRACTORS' STAFF AND LABOURERS TO BE USED ON SITE

2.11.1. The *Contractors'* staff and labourers to be used on site must:

- 2.11.1.1 Be inducted before working on site.
- 2.11.1.2 Have and use all safety and personal protective equipment (PPE) necessary for the task to be performed on-site.
- 2.11.1.3 Be certified, skilled and competent to conduct their duties (competence certificates shall be provided as per the TNPA SHE Requirements and will be presented by the TNPA *Project Manager* or *Supervisor* upon request for such documentation).
- 2.11.1.4 Conform to the acceptable standards of behaviour and dress appropriately.

2.12 SITE SERVICES AND FACILITIES

- 2.12.1. The *Contractor* shall provide all that is necessary for providing the Works, such as water, electricity, lighting, platforms, surfacing, disposal permits etc.
- 2.12.2. The *Employer* shall make available an area for the delivery site and its facilities. It will be the *contractor's* responsibility to ensure that all the *contractor's* facilities and equipment are sufficiently cordoned off and are contained within this perimeter.

2.13. EXISTING PREMISES, INSPECTION AND REINSTATEMENT

- 2.13.1. The *Contractor* shall take all precautions necessary to protect the integrity of surrounding structures. The *Contractor* shall be held accountable for any damage to infrastructure or services caused by the *Contractors'* operations or equipment, in accordance with this contract.
- 2.13.2. The *Contractor* shall attend a mandatory inspection, with the *Employer*, of the infrastructure in and around the construction site area and adjacent buildings before site establishment, to agree on its current condition.
- 2.13.3. Records and photographs will be taken during this inspection which will be used as a benchmark for reference if an incident occurs or if damage is identified at the end of the contract.

2.14. WORKING HOURS

- 2.14.1. The working hours shall be from 07h00 to 17h00, Monday to Friday.
 - 2.14.2. The TNPA *Project Manager* and the *Contractor* may by mutual agreement vary the working hours and the working days.
 - 2.14.3. The *Contractor* must not vary the working hours and working days without written instruction from the TNPA *Project Manager*.
-

2.15. COMMUNICATION

- 2.15.1. All communication and instructions shall be via, telephone, electronic mail, or letter.
- 2.15.2. All verbal communication and instruction made, be it on-site or elsewhere, shall be confirmed in writing.
- 2.15.3. The *Contractor* shall provide all their contact details with their Request for Proposal submissions.

2.16. EXISTING SERVICES

- 2.16.1. The *Contractor* shall carry out service detection at the school to identify any existing services and possible clashes within the Project Site before executing the assigned works.
- 2.16.2. Any damages to existing services at the school due to negligence or recklessness of the Plant Operator will be for the *Contractor's* account.

3 COMPLIANCE

3.1. QUALITY ASSURANCE

3.1.1. Quality Records

- The *Contractor* shall maintain quality records necessary to provide objective evidence that demonstrates and verifies achievement of the QA/QC requirements associated with the Quality Plan.
- All records shall be compiled into the Quality Data Pack. The data pack shall be submitted to the *Employer* for acceptance and approval before issuance of an inspection release report.

3.2. HEALTH AND SAFETY

All Health and Safety requirements are attached.

3.3. ENVIRONMENTAL CONSTRAINTS AND MANAGEMENT.

- All work is to be conducted in accordance with the principles of the National Environmental Management Act, Act no 107 of 1998 but not limited to other applicable regulations, and municipal bylaws, well as the accepted environmental good practices.
 - The following documents, included as Annexures of the Works Information, provide the minimum acceptable standards that shall be adhered to:
 - Transnet Integrated Management Systems (TIMS) Commitment Statement – IMS-GRP-GDL-002-1
 - Transnet Minimum Environmental Standards for Construction (MERC) (009-TCC-CLO-SUS-GDL-11385.26)
 - Standard Operating Procedure Construction Environmental Management (CEM SOP) (009-TCC-CLO-SUS-11386).
 - 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 outlined above.
 - The CEM SOP provides an integrated approach to environmental management. This approach is designed to guide the appropriate allocation of human resources, assign responsibilities,
-



- develop procedures, and ensure compliance with regulatory and best practice requirements.
- The MERC describes the minimum acceptable standard for environmental management for a range of environmental aspects commonly encountered on construction projects and sets environmental objectives and targets, with which the Contractor must comply with.
 - The above requirements shall be applicable to the main *Contractor*, its Subcontractors, Service providers and Suppliers. The *Contractor* must comply with all the requirements of the MERC and CEM SOP as mentioned in the section above.
 - The *Contractor* must sign the Declaration of Understanding as a commitment to abide by Transnet's Environmental Governance Framework and any applicable Project Environmental Specification issued by the authorities.
 - The *Contractor* Must make provision for a sufficient environmental budget to meet all the project environmental requirements for the duration of the contract.
 - The *Contractor* will be required to submit an environmental file (Environmental management plan) to TNPA post-tender award detailing how will they manage their environmental impacts that are project related. from the *Employer* will be made known on the award of the contract. Site access certificate will not be granted until the Environmental file has been approved by the *Employer's* Environmental representatives.
 - The overarching obligations of the *Contractor* under the MERC before construction activities commence on the Site and/or Working Areas are to provide environmental method statements for all construction operations at the Site and/or Working Area by the *Contractor* and were requested by the CM:
 - These include, but are not limited to, the following where applicable:
 - a) Establishment of construction laydown area
 - b) Hazardous and non-hazardous solid waste management
 - c) Stormwater management
 - d) Contaminated water management
 - d) Hydrocarbon spills
 - e) Dust control
 - f) Spoil dumping
 - g) Sourcing, excavating, transporting, and dumping of fill material
 - h) Noise and vibration control
 - i) Removal and stockpiling of topsoil
 - j) Environmental awareness training
 - k) Site division
 - l) Emergency procedures for environmental incidents
 - m) *Contractor's* SHE Officer
 - n) Closure of construction laydown area
 - The *Contractor* shall identify the kinds of environmental impacts that will occur as a result of their activities and accordingly prepare separate method statements describing how each of these impacts will be prevented or managed so that the standards set out in the SES document are achieved. The method statements will be prepared in accordance with the requirements set out in the MERC. These method statements shall form part of the environmental file. The *Contractor*
-

shall ensure that his management, foremen and the general workforce, as well as all suppliers and visitors to the Site, have attended the Environmental Induction Programme prior to commencing any work on Site. If new personnel commence work on the Site during construction, the *Contractor* shall ensure that these personnel undergo the Environmental Induction Programme and are made aware of the environmental specifications on Site.

- Method statements need to be compiled by the *Contractor* throughout the Construction and Commissioning phase of the project. These Method Statements must be approved by the TNPA Construction Manager and TNPA Environmental Manager or Environmental Officer. Approval must at least be two weeks 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 TNPA Environmental Manager or Environmental Officer.
- 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.
- During the construction period, the *Contractor* complies with the following:
 - A copy of the latest versions for both CEMP and SES together with EMP shall always 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.
 - Where applicable, the *Contractor* shall provide job-specific training on an ad hoc basis when workers are engaged in activities, which require method statements.
- The *Contractor* shall be responsible for rehabilitating and cleaning all areas to the satisfaction of the TNPA Environmental Manager or Environmental Officer as detailed in the SES. Sufficient environmental budget must be allocated to achieve this including all environmental requirements for the project for the duration of the contract.
- The *Contractor* must appoint the waste removal Service Providers who is licensed. Ensure the disposal of all the waste that will be generated from this project is legally compliant, the waste removal service provider is authorized to transport all the waste that will be generated from this project and the disposal facility used has a valid license / authorization.

4 BILL OF QUANTITIES

The bill of quantities is attached as C2.2

PART C4: SITE INFORMATION

Note:

The Contractor is cautioned that the information contained in the Site Information section (Part C4) is limited and is by no means to be taken as conclusive. It is merely to give the Contractor an indication of the site and typical conditions that can be expected in the area. The Contractor is to take note of the source and location of information used in the Site Information Section (Part C4) and makes their own conclusions as to what conditions can be expected in and around the site.

Description of the Site and its surroundings

General description

Cingani High School is located in Motherwell NU6, Port Elizabeth Eastern Cape. The school was founded in 2001 and serves 740 male and 752 female learners between Grades 8 to 12. There are four ablution blocks to service the students within the school facility.

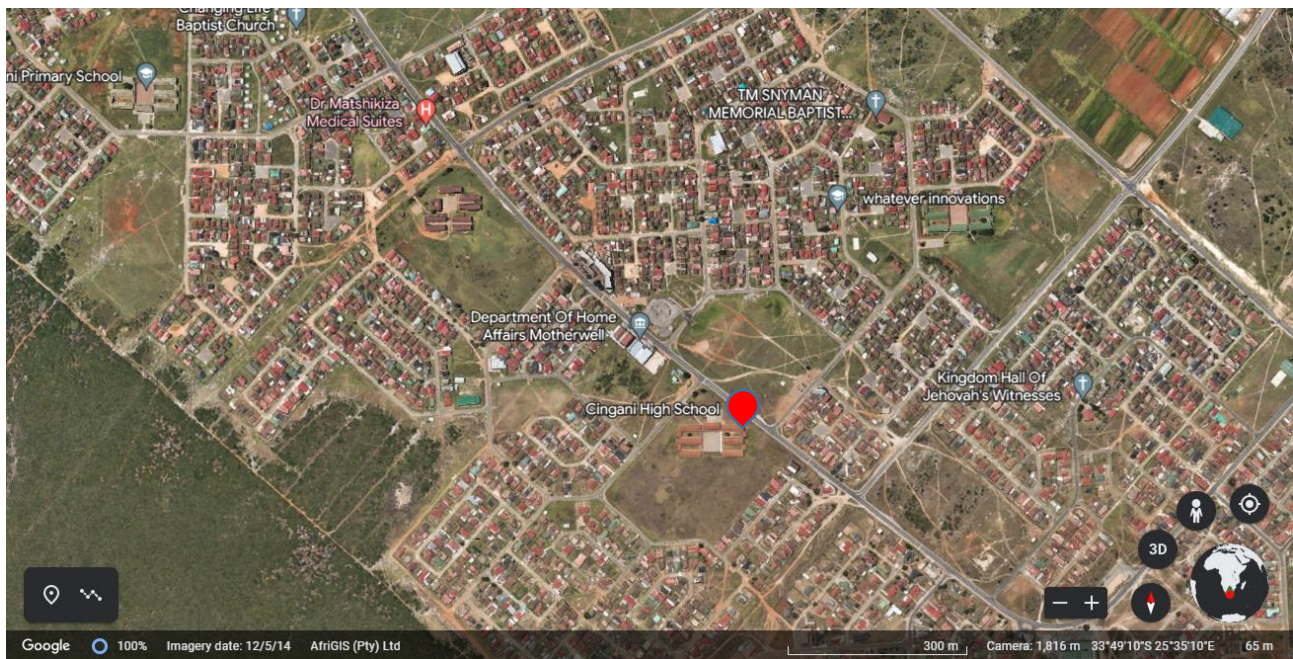


Figure 1: Cingani High School, Motherwell NU6

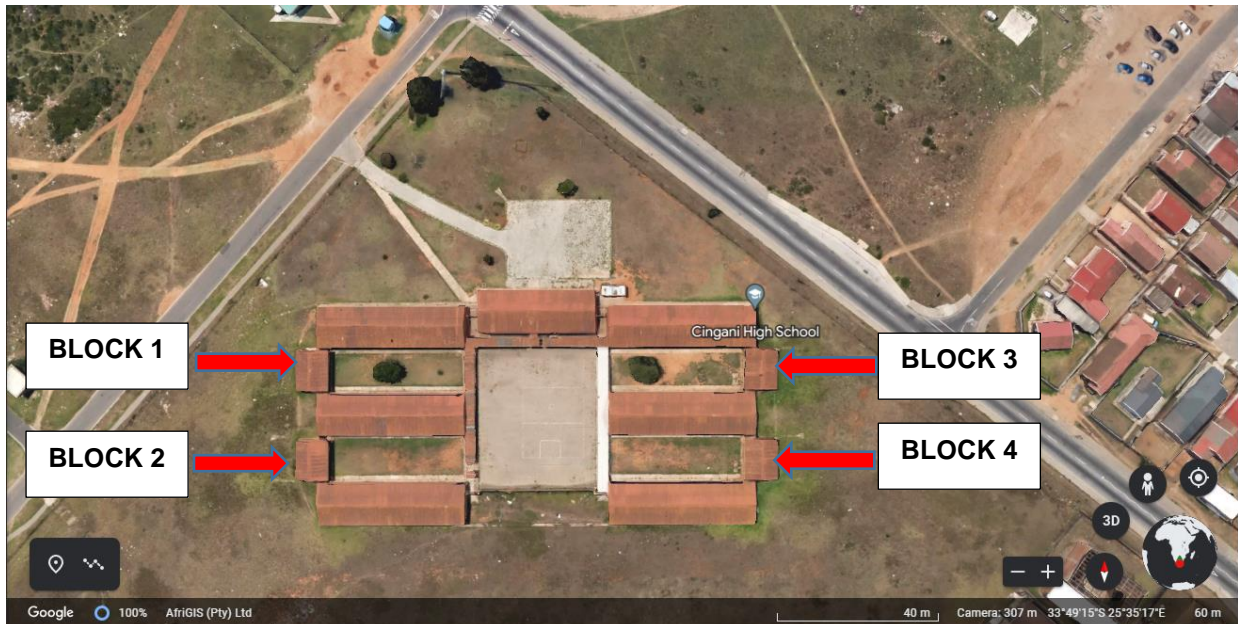


Figure 2: Location of Ablution blocks within the school facility

Transnet National Ports Authority (TNPA) has identified the need to renovate all the ablution facilities as they are outdated and unhygienic. Refurbishing the ablution facilities and water access areas will create a hygienic environment by reducing the risk of waterborne diseases and thus encourage better learning.

Prospective contractors shall attend the site inspection and acquaint themselves with the nature of the *Works*, the condition under which the work is to be performed, and the means of access to site, any limitations or other authorities and in general will all matters that may influence or affect the contractor.

Access to the site can be gained via the N2 into Motherwell NU2.

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

No as-built drawings are available for the school. Further physical investigations on the existing services can be performed by the winning bidder (if applicable). The project site for this project is located at:

- 33° 49' 16" S, 25° 35' 17" E

Subsoil information

N/A

Hidden services

No deep excavations need be done on site. Physical investigations will be done in the presence of a Transnet engineer or appointed representative prior to all excavations and trenches required to ensure that the contractor does not damage any existing services.

Other reports and publicly available information

Weather Conditions

General weather and metocean conditions for Motherwell can be obtained from any public weather site.