

Transnet Property

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE: The Refurbishment and Upgrade of Matatiele Station Buildings

RFQ NUMBER	: TP/2022/03/0007
ISSUE DATE	: 01 April 2022
NON COMPULSORY BRIEFING	: 19 April 2022
CLOSING DATE	: 3 May 2022
CLOSING TIME	: 12h00 am
TENDER VALIDITY PERIOD	: 12 weeks from closing date

Contents

Number Heading

The Tender

Part T1: Tendering Procedures

- T1.1 Tender Notice and Invitation to Tender
- T1.2 Tender Data

Part T2: Returnable Documents

- T2.1 List of Returnable Document
- T2.2 Returnable Schedules

The Contract

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data (Parts 1 & 2)

Part C2: Pricing Data

- C2.1 Pricing Instructions
- C2.2 Bill of Quantities

Part C3: Scope of Work

- C3.1 Works Information

Part C4: Site Information

- C4.1 Site Information

T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

Responses to this Tender [hereinafter referred to as a **Tender**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as a Tenderer].

DESCRIPTION	The Refurbishment and Upgrade of Matatiele Station Buildings
TENDER FEE AND BANKING DETAILS	<p>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and Transnet website at www.transnet.net FREE OF CHARGE. Alternatively, this RFP may be purchased at R0 [inclusive of VAT] for copies for those Tenderers that require a copy from Transnet rather than downloading from the website. Tenderers are however encouraged to download the RFP from the National Treasury eTender Portal instead.</p> <p>NOTE:</p> <p>1. It is the responsibility of the tenderer to ensure downloading or receipt of a complete RFP all specifications, drawings and annexures.</p>

COLLECT COPY OF THE RFP FROM:	<p>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and Transnet website at www.transnet.net FREE OF CHARGE.</p> <p>NB: All enquiries to this tender, including the request for a tender copy, must be directed to the correct contact provided.</p>
ISSUE DATE	<p>The RFP issue date is 2022/04/01</p> <p>Note: If a tender fee is applicable, payment must be effected prior to the deadline for collection.</p>
SITE VISIT / INSPECTION	<p>A Non Compulsory Tender Clarification Meeting will be held as follows:</p> <p>Date: 19 April 2022</p> <p>Time: 10h00</p> <p>Venue: Old station Building Matatiele</p>

	<p>Any Clarification on this tender, tenderers are encouraged to send a written enquiry to the Transnet contact person listed below; Mashudubele.Mogashoa@transnet.net.</p> <p>A Site visit/walk, tenderers are to note:</p> <ul style="list-style-type: none"> • Prior arrangement must made for any site visit with Transnet and permission must be granted before the tenderers can come to Transnet facility. • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo and follow COVID-19 regulations and screening. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers' licences are on them for inspection at the access control gates.
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2. DELIVERY INSTRUCTIONS FOR TENDERTENDER SUBMISSION

Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.

a) The Transnet e-Tender Submission Portal can be accessed as follows:

- Log on to the Transnet eTenders management platform website (<https://www.transnet.net>);
- Click on "TENDERS";
- Scroll towards the bottom right hand side of the page;
- On the blue window click on "register on our new eTender Portal";
- Click on "ADVERTISED TENDERS" to view advertised tenders.
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered.
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
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b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other

company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.

c) Submissions must not contain documents relating to any Tender other than that shown on the submission

2. CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidentiality. In this regard Tenderers are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Works, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

3. DISCLAIMERS

Tenderers are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this Tender and/or its receipt of a tender offer. In particular, please note that Transnet reserves the right to:

- 3.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 3.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 3.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 3.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 3.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 3.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;

- 3.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
 - 3.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
 - 3.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
 - 3.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
 - 3.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-20], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
4. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

5. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Tenderer are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. The CSD can be accessed at <https://secure.csd.gov.za/>. Tenderer are required to provide the following to Transnet in order to enable it to verify information on the CSD:

Supplier Number..... and Unique registration reference number.....(Tender Data)

**Transnet urges its clients, suppliers and the general public
to report any fraud or corruption to
TIP-OFFS ANONYMOUS: 0800 003 056 OR Transnet@tip-offs.com**



T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement, first published in Board Notice 62 of 2004 in Government Gazette No 26427 of 9 June 2004. It was subsequently amended in Board Notice 67 of 2005 in Government Gazette No 28127 of 14 October 2005, Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006, Board Notice No 9 of 2008 in Government Gazette No 31823 of 30 January 2009, Board Notice 86 of 2010 in Government Gazette No 33239 of 28 May 2010, Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 and Board Notice 423 of 2019 in Government Gazette No 42622 of 8 August 2019.

This edition incorporates the amendments made in Board Notice 423 of 2019 in Government Gazette 42622 of 8 August 2019. (see www.cidb.org.za).

The Standard Conditions of Tender make several references to Tender data for detail that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced in the left-hand column to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause	Data
C.1.1 The <i>Employer</i> is	Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2 The tender documents issued by the <i>Employer</i> comprise:	
Part T: The Tender	
Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2 : Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
Part C: The contract	
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2)
Part C2: Pricing data	C2.1 Pricing instructions C2.2 Activity schedule
Part C3: Scope of work	C3.1 Works Information
Part C4: Site information	C4.1 Site information

C.1.3 The Employer's agent is: Procurement Officer

Name: Mashududubele Mogashoa

Address: 150 Commissioner Street, Marshalltown, Johannesburg, 2001.

Tel No.

E – mail Mashudubele.Mogashoa@transnet.net

C.2.1 Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

1. 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 **CIDB Grade 5GB and Electrical Engineer (this can be subcontracted)** , are eligible to have their tenders evaluated.
2. Joint Venture (JV)
 Joint ventures are eligible to submit tenders subject to the following:
3. every member of the joint venture is registered with the CIDB;
4. the lead partner has a contractor grading designation of **CIDB Grade 5GB or higher**
5. 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 CIDB Grade 5 GB 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
6. The tenderer shall provide a certified copy of its signed joint venture agreement.

Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.

7. Stage Three - Functionality:

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **80** points.

The evaluation criteria for measuring functionality and the points for each criteria and, if any, each sub-criterion are as stated in C.3.11.3 below.

C.2.2 The clarification meeting will held on **19 April 2022.**

C.2.3 No alternative tender offers will be considered.

C.2.4 The tender offer validity period is **12 weeks** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.

C.2.5 The tenderer is required to submit with his tender:

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.
Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.
2. A valid CIDB certificate in the correct designated grading;
3. Proof of registration on the Central Supplier Database;
4. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

Note: Refer to Section T2.1 for List of Returnable Documents

C3.2 The minimum number of evaluation points for functionality is: **80**
The procedure for the evaluation of responsive tenders is Functionality and Price:

Only those tenderers who attain the minimum number of evaluation points for Functionality will be eligible for further evaluation, failure to meet the minimum threshold will result in the tender being disqualified and removed from any further consideration.

Functionality Criteria

The functionality criteria and maximum score in respect of each of the criteria are as follows:

(Please see CIDB Compiler guidance note T1.2 – Tender Data).

Functionality shall be scored independently by not less than 3 (three) evaluators and averaged in accordance with the following schedules:

- T2.2-5 **Evaluation Schedule:** Management and CVs of Key Persons
 - T2.2-6 **Evaluation Schedule:** Quality Plan
 - T2.2-7 **Evaluation Schedule:** Risk Assessment
 - T2.2-8 **Evaluation Schedule:** Previous Experience
 - T2.2-9 **Evaluation Schedule:** Method Statement
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Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100 (linear scale, more suitable for NEC3, ECC (construction related procurement)).

The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

Note: Any tender not complying with the above mentioned requirements, will be regarded as non-responsive and will therefore not be considered for further evaluation. This note must be read in conjunction with Clause C.2.1.

C.3.3 Only tenders that achieve the minimum qualifying score for functionality will be evaluated further for price.

Note: Transnet reserves the right to carry out an independent audit of the tenderers scorecard components at any stage from the date of close of the tenders until completion of the contract.

C.3.4 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;

the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,



b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

c) has the legal capacity to enter into the contract,

d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,

e) complies with the legal requirements, if any, stated in the tender data and

f) is able, in the option of the employer to perform the contract free of conflicts of interest.

C.3.5 The number of paper copies of the signed contract to be provided by the Employer is 1 (one).

T2.1 List of Returnable Documents

Gatekeepers (Mandatory)

1. CIDB Grade 5GB or higher
2. Valid Letter of Good Standing (COIDA)
3. Main contractor or the sub-contractor must have an IE – Installation Electrician (Attach certificate)
4. Main contractor or sub-contractor to provide proof of registration with Department of Labour as an Electrical Contractor

The above documents are mandatory. Failure to submit them WILL lead to a disqualification

1. Electrical Engineer (This may be subcontracted)
Professional registration with ECSA as a Professional Engineer
2. Project Site Health and Safety Officer (This may be subcontracted)
Professional Registration in good standing with SACPCMP as a health & Safety Officer

The above documents are essential. Failure to submit them MAY lead to a disqualification

2.1.3 Returnable Schedules:

General:

- T2.2-10 Availability of equipment and other resources
- T2.2-11 Site Establishment requirements
- T2.2-13 Schedule of proposed Subcontractors (if subcontract in terms of PPPFA is not eligibility)
- T2.2-14 Authority to submit tender
- T2.2-15 Record of addenda to tender documents

Agreement and Commitment by Tenderer:

- T2.2-16: CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-17: Capacity and Ability to meet Delivery Schedule
- T2.2-18: Certificate of Acquaintance with Tender Document
- T2.2-19 Health and Safety Questionnaire
- T2.2-20 RFQ – Breach of Law
- T2.2-21 Service Provider Integrity Pact
- T2.2-22 Supplier Code of Conduct
- T2.2-23: Non-Disclosure Agreement



TRANSNET PROPERTY

TENDER NUMBER: TP/2022/03/0007

DESCRIPTION OF THE WORKS: THE REFURBISHMENT AND UPGRADE OF MATATIELE STATION BUILDINGS

T2.2-25 RFQ Declaration Form

T2.2-26 Addendum to SDF – POPI Consent

1.3.2 Bonds/Guarantees/Financial/Insurance:

T2.2-27 Three (3) years audited financial statements

1.3.3 Transnet Vendor Registration Form:

T2.2-24 Transnet Vendor Registration Form

2.2 C1.1 Offer portion of Form of Offer & Acceptance

2.3 C1.2 Contract Data

2.5 C2.1 Pricing Instructions (Activity Schedule)

2.6 C2.2 Activity Schedule

2.7 Valid Tax Clearance Certificate

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	
	dispute resolution Option	A: Priced contract with Activity Schedule
	and secondary Options	W1: Dispute resolution procedure
		X2 Changes in the law
		X7: Delay damages
		X16: Retention
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013) ¹	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)
	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Property 5th Floor Carlton centre 150 Commissioner street Johannesburg 2000 Postal Address: P O Box 1048 Johannesburg South Africa 2000
	Tel No.	
10.1	The <i>Project Manager</i> is: (Name)	Buhle Mtongana

¹ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009

	Address	5th Floor Carlton centre 150 Commissioner street Johannesburg 2000	
	Tel	011 308 1300	
	e-mail	Buhle.Mtongana@transnet.net	
10.1	The <i>Supervisor</i> is: (Name)	TBA	
	Address	TBA	
	Tel No.	TBA	
	e-mail	TBA	
11.2(13)	The <i>works</i> are	The Refurbishment, Alteration, Standardization, and Commissioning of Bellville clinic at the Western Cape in Transnet Property.	
11.2(14)	The following matters will be included in the Risk Register	None	
11.2(15)	The <i>boundaries of the site</i> are	Nation-Wide, South Africa	
11.2(16)	The Site Information is in	Part C4	
11.2(19)	The Works Information is in	Part C3	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	2 weeks	
2	The Contractor's responsibilities	main	No additional data is required for this section of the conditions of contract.
3	Time		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	5 months from the contract start date	
30.1	The <i>access dates</i> are	Part of the Site	Date
		1	
		2	
		3	
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.	TBA	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 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 Completion of the whole of the <i>works</i>.
43.2	The <i>defect correction period</i> is	2 weeks
5	Payment	
50.1	The <i>assessment interval</i> is monthly on the	25th (twenty fifth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	the prime lending rate of the Standard Bank of South Africa.
6	Compensation events	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm) the number of days with rainfall more than 10 mm the number of days with minimum air temperature less than 0 degrees Celsius the number of days with snow lying at 08:00 hours South African Time and these measurements: Johannesburg The place where weather is to be recorded (on the Site) is: The Contractor's 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: Matatiele and which are available from: South African Weather Service 012 367 6023 or info3@weathersa.co.za.
7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	NONE
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.

	Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability
	2 Insurance against:	Loss of or damage to property (except the <i>works</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are	as stated in the insurance policy for Contract Works / Public Liability
84.1	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 "Confirmation of Insurance: Transnet (SOC) Limited Principal Controlled Insurance" appended to Part One of this Contract Data (Date Provided by the <i>Employer</i>).
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 *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.
- 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any subcontractor
- 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.
- 5 The insurance coverage referred to in 1, 2, 3, and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the Employer. The Contractor shall arrange with the insurer to submit to the Project Manager the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the Contractor
- 6 The level of insurance will be kept under review by the Employer, on an annual basis, to ensure its adequacy, provided that any variation to the level of such insurance shall be entirely at the discretion of the Contractor.
- 7 The Contractor shall arrange insurance with reputable insurers and will produce to the Employer evidence of the existence of the policies on an annual basis within 30 [thirty] calendar days after date of policy renewals.
10 23.3 Subject to clause 23.4 below, if the Supplier fails to effect adequate insurance under this clause 23, it shall notify Transnet in writing as soon as it becomes aware of the reduction or inadequate cover and Transnet may arrange or purchase such insurance. The Supplier shall promptly reimburse Transnet for any premiums paid provided such insurance protects the Supplier's liability. Transnet assumes no responsibility for such insurance being adequate to protect all of the Supplier's liability.

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.
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 (PCI) or Project Specific Insurance.	As stated in the Principal Controlled Insurance policy for Contract Work Principal Controlled Insurance
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	
60.6	The <i>method of measurement</i> is	published by and amended as stated in the preambles to the bill of quantities.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa) the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is The place where arbitration is to be held is 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 Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa) Durban, Kwazulu Natal, South Africa 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
X7	Delay damages (but not if Option X5 is also used)	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	R 1000.00 per day up to 10% of the contract value

X16	Retention (not used with Option F)
X16.1	<p>The retention free amount is NIL</p> <p>The retention percentage is 5% on all payments certified.</p>
X18	Limitation of liability
X18.1	<p>The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:</p> <p>The Total of the Prices</p>
X18.2	<p>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:</p> <p>The deductible of the relevant insurance policy</p>
X18.3	<p>The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:</p> <p>The cost of correcting the Defect</p>
X18.4	<p>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:</p> <p>The Total of the Prices</p>
X18.5	<p>The <i>end of liability date</i> is</p> <p>Five (5) years after Completion of the whole of the works</p>
Z	Additional conditions of contract
	The <i>additional conditions of contract</i> are:
Z.1	Obligations in respect of Supplier Development Programme (SDP)
Z1.1	<p>It will be a material term of this contract that the <i>Contractor</i> contributes to the Supplier Development Programme promoted by the Department of Public Enterprises of the Government of South Africa, as applied by the <i>Employer</i>. In response to this requirement, the <i>Contractor</i> undertakes to implement the Supplier Development (SD) initiatives as per the <i>Contractor's</i> Supplier Development Plan.</p>
Z1.2	<p>The <i>Contractor's</i> SD Plan constitutes an offer to perform all its SD commitments to a minimum of __% of the total of the Prices and within the time period/s (every three months), identified by the SD Milestone Dates, indicated in Returnable schedule, Annexure B, and will constitute a binding agreement.</p>
Z1.3	<p>In order to prevent any doubt, the <i>Contractor's</i> SD obligations shall not constitute a separate activity in the <i>activity schedule</i>. The value of the <i>Contractor's</i> SD commitments shall be included in the total of the Prices to Provide the Works. No specific payment for SD will therefore be made by the <i>Employer</i>.</p>

Z1.4	The milestones for the implementation of SD targets will be every six months after Contract Date. The <i>Employer's Agent</i> will verify the exact dates, constituting the milestones for SD, by instruction after Contract Date. This instruction will not constitute a compensation event. The <i>Contractor</i> shall in its SD Plan state the Condition (completed value of its total SD commitment) to be met by each SD Milestone Date (every three months).
Z1.5	The <i>Contractor</i> shall provide TP with Supplier Development Implementation Plan within 45 days from the signature date of the Contract setting out the nature, extent and monetary value of the Contractor's commitments which the <i>Contractor</i> shall undertake, as well as the mechanisms to allow for access to information and verification of the <i>Principal Controlled Insurance</i> compliance with the Implementation Plan, as shall be agreed with the <i>Employer</i> . The <i>Contractor</i> shall deliver and action its SD commitments as outlined in the SD Implementation Plan, which progress will be reported by the <i>Contractor</i> to the <i>Employer</i> on a monthly basis during the term of the Contract.
Z1.6	<p>Money shall be retained in line with X16 by the <i>Employer</i> for its due performance of its SD commitments, at no additional cost to the <i>Employer</i>.</p> <p>The retention for SD shall be 2.5% of the total of the prices. The <i>Employer</i> reserves the right to stipulate additional measures from the <i>Contractor</i> to ensure that overall contractual SD commitments are achieved.</p>
Z1.7	The <i>Employer</i> will be entitled to recover any shortfall between the SD retention amount and Non-compliance Penalty imposed by increasing the overall percentage retained on payments certified (X16) in lieu of payment of the remaining shortfall, or deduct (set) amounts not paid to the <i>Contractor</i> from the account of the <i>Contractor</i> in the ensuing month.
Z1.8	The <i>Contractor</i> shall provide to the <i>Employer</i> , upon receiving an instruction to do so, any documentation and/or evidence required by the <i>Employer</i> which in the <i>Employer's</i> opinion would be necessary to verify whether the <i>Contractor</i> has met the Condition of any SD Milestone. The <i>Contractor</i> shall provide the said documentation and/or evidence within the period stated in the instruction. Where the Contractor fails to provide the documentation and/or evidence within the period stated, it will be deemed that the <i>Contractor</i> has failed in full to meet the Condition of the SD Milestone Date in question. The provision of the documentation and/or evidence shall not constitute a compensation event.
Z1.9	If the <i>Contractor</i> fails to achieve any SD milestone the <i>Employer</i> shall deduct a non-compliance penalty from retention to the value of the full outstanding amount each SD milestone Date Condition not fully met plus an additional percentage. Please refer to Annexure A for the applicable penalties in this regard.

Z1.10		<p>The <i>Contractor</i> shall provide the <i>Employer</i> with a credit note for the amount due under this clause within 10 days after receipt of an invoice from the <i>Employer</i>, failing which the <i>Employer</i> shall, without prejudice to any other rights of the <i>Employer</i> under this Agreement, be entitled to:</p> <ul style="list-style-type: none"> deduct the amount due for the non-compliance penalty under the retention clause and Claim payment of the remaining amount due of the non-compliance penalty from the <i>Contractor</i>. The <i>Employer</i> is entitled to deduct this amount not paid by the <i>Contractor</i> from the SD retention percentage.
Z1.11		<p>In addition to the Supplier Development and B-BBEE commitments that the <i>Contractor</i> makes, the <i>Contractor</i> has in its tender provided with the <i>Employer</i> with an understanding of the Contractor's position with regard to issues such a waste disposal, recycling and energy conservation.</p>
Z1.12	Reporting Obligations for Supplier Development	Please see Annexure D
Z2	Additional clause relating to Performance Bonds and/or Guarantees	
Z2.1		<p>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> with a long term international credit rating (international institutions) and long term national credit rating (local institutions) (by Moody's Investors Services Limited or Fitch Ratings Limited or any other successor to their respective ratings business or any other ratings agency approved by the <i>Employer</i>) of at least A – (in the case of Fitch Ratings Limited) and A3 (in the case of Moody's Investor Services Limited) and otherwise acceptable to the <i>Employer</i> (in its sole and absolute discretion). In any event if the credit rating of the issuer of the guarantee falls below the required minimum before the expiry date, the guarantee should be replaced at the cost of the <i>Contractor</i> with an issuer that complies with the minimum required credit rating.</p>
Z3	Obligations in respect of Joint Venture Agreements	

Z3.1	<p>Insert the additional core clause 27.5</p> <p>27.5. In the instance that the <i>Contractor</i> is a joint venture, the <i>Contractor</i> shall provide the employer with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date.</p> <p>The Joint Venture agreement shall contain but not be limited to the following:</p> <ul style="list-style-type: none"> • 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: <ul style="list-style-type: none"> i. of their joint and several liability to the Employer to Provide the Works; ii. identification of the leader in the joint venture confirming the authority of the leader to bind the joint venture through the <i>Contractor's</i> representative; iii. Identification of the roles and responsibilities of the constituents to Provide the Works. • Financial requirements for the Joint Venture: <ul style="list-style-type: none"> 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; ii. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture
Z3.2	<p>Insert additional core clause 27.6</p> <p>27.6. The contractor shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i>.</p>
Z4	Additional obligations in respect of Termination

Z4.1		<p>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</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	Termination Table	<p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p>
Z4.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
Z6	Local Content Obligations	
Z6.1		In terms of Annexure A (SBD 6.2) and Annexure C of the RFP, the <i>Contractor</i> has undertaken to implement the local content and production requirements set by National Treasury for Electrical and telecommunication cables sector ("local content undertaking"). It is recorded that the local content undertaking was a prequalification criterion of the RFP and it is therefore mandatory for the Contractor to comply with Annexures A and C in order for it to fulfil its local content obligations.
Z6.2		The <i>Contractor</i> is required to note that the <i>Employer</i> , the Department of Trade and Industry [DTI] and/or the body appointed by the DTI as the verification authority for local content may conduct compliance audits with regard to the local content requirements as prescribed in Regulation 9 of the Preferential Procurement Regulations, 2011 issued in terms of the Preferential Procurement Policy Framework Act
Z6.3		The <i>Contractor</i> is required to continuously update Declarations C, D and E of the Local Content Declaration templates with the actual local content values for the duration of the contract.
Z6.4		Breach of Local Content obligations also provides the <i>Employer</i> cause to terminate the contract in certain cases where material non-compliance with Local Content requirements are not achieved.
Z6.5	Non-compliance Penalties for Local Content	The Contractor must refer to Annexure C of the Contract Data with regards to non-compliance penalties applicable to Local Content, and to note that penalties will be deducted from the retention amount allocated to local content as shown in clause X16.
Z6.6	Reporting Obligations for Local Content	
		Please see Annexure D
Z7	Right Reserved by Transnet to Conduct Vetting through SSA	

Z7.1	<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.
Z8	<p>Additional Clause Relating to Collusion in the Construction Industry</p>
	<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 bid rigging including blacklisting.</p>
Z9	<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>

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)² 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(3)	The <i>completion date</i> for the whole of the <i>works</i> is	
11.2(14)	The following matters will be included in the Risk Register	
11.2(19)	The Works Information for the <i>Contractor's</i> design is in:	

² Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009

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		
11.2(31)	The tendered total of the Prices is (in figures)		
	(in words), excluding VAT		
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 Rate capacity
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee	Hourly rate
62 in SSCC	The percentage for design overheads is	%	
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:		

Annexure C – Non-compliance Penalties for Local Content

Non-compliance Penalties for Local Content:

- a) Should the DTI provide exemption, the *Contractor* shall be entitled to provide the goods at the lower local content threshold set by DTI. In such event, the Parties shall in good faith renegotiate the milestone targets or local content undertaking to ensure that the lowered local content thresholds are achieved.
- b) Should DTI not provide the necessary exemption, the *Contractor* shall be obliged to meet each milestone target as stated in the Local Content Plan or the local content undertaking.
- c) Should the *Contractor* fail to meet any milestone target or the local content undertaking, the following remedies shall apply without limiting any of the *Employer's* other rights in law:
 - i. The *Employer* shall afford the *Contractor* a period of thirty (30) days to remedy its non-compliance.
 - ii. Should the *Contractor* fail to meet its obligations within the further 30 day period, the *Contractor* shall pay a Non-Compliance penalty ("Non-compliance Penalty") to the *Employer* in respect of such Non-compliance as set out in clause iv below. The penalties shall be imposed per milestone measurement for non-delivery of committed values in the case of a Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately.
 - iii. To the extent that the Actual Local Content Spend³ is lower than the Required Local Content Spend⁴ (or the Adjusted Required Local Content Spend⁵, as the case may be), the *Contractor* shall be liable for Penalties which is the difference in value between the Actual Local Content Spend and the Required Local Content Spend (or the Adjusted Required Local Content Spend, as the case may be) plus an additional percentage of such difference. Such Non-compliance Penalties shall be calculated and levied at the relevant milestones as stipulated in the Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately, in accordance with clause iv below.
 - iv. Non-compliance penalties shall apply at the following rate: the difference in value between the Required Local Content Spend and the Actual Local Content Spend, plus 5% of such difference.
 - v. In order to guarantee that the *Contractor* meets its obligations in terms of the Local Content Plan or its committed local content undertaking, the *Employer* shall be entitled to retain a Non-compliance Penalty at the rate of 1.5% of every monthly payment due by the *Employer* to the *Contractor* over the contract period ("the Local Content Retention Amount"). The Local

³ Actual Local Content Spend means the monetary value of local content initiatives actually delivered by the Supplier during the period under review.

⁴ Required Local Content Spend means the monetary value of local content obligations that the Supplier has agreed to deliver during the period under review.

⁵ Adjusted Required Local Content Spend means any adjustment to the Required Local Content Spend as prescribed by DTI through the process of exemption referred to in clause c) above and as agreed to between the parties, reduced to writing and signed by the parties.

Content Retention Amount shall be set off against any penalties payable by the *Contractor* at any milestone assessment.

- d) Should no penalties be imposed during the duration of the contract, the *Employer* shall refund the full value of the Local Content Retention Amount to the *Contractor* at the end of the contract period.
- e) Should any unpaid penalties remain at the end of the contract period, then without limiting other rights that the *Employer* may have in law, the *Contractor* shall forfeit the Local Content Retention Amount and shall have no further claim against the *Employer* for the repayment of such amount.

Non-compliance Penalty Certificate:

- f) If any Non-compliance Penalty arises, the Supplier Development Manager shall issue a Non-compliance Penalty Certificate on the last day of each month during such Non-compliance indicating the Non-compliance Penalties which have accrued during that period.
- g) A Non-compliance Penalty Certificate shall be prima facie proof of the matters to which it relates. If the *Contractor* disputes any of the amounts set out in a Non-compliance Penalty Certificate:
 - the dispute shall be resolved in accordance with the provisions of the Contract; and
 - if pursuant to that referral, it is determined that the *Contractor* owes any amount to the *Employer* pursuant to the Non-compliance Penalty Certificate, then the *Contractor* shall pay such amount to the *Employer* within 10 (ten) Business Days of the determination made pursuant to such determination and an accompanying valid Tax Invoice.

Payment of Non-compliance Penalties:

- h) Subject to Clause i) above, the *Contractor* shall pay the Non-compliance Penalty indicated in the Non-compliance Penalty Certificate within 10 (ten) Business Days of the *Employer* issuing a valid Tax Invoice to the *Contractor* for the amount set out in that certificate. If the *Employer* does not issue a valid Tax Invoice to the *Contractor* for Non-compliance Penalties accrued during any relevant period, those Non-compliance Penalties shall be carried forward to the next period.
- i) The *Contractor* shall pay the amount due within 10 (ten) days after receipt of a valid Tax Invoice from the *Employer*, failing which Transnet shall, without prejudice to any other rights of the *Employer* under this Agreement, be entitled to call for payment which may be in any form the *Employer* deems reasonable and appropriate.
- j) It is agreed that the *Employer*, the DTI, the South African Bureau of Standards and/or any of their appointed agents shall be entitled to monitor, evaluate and audit the *Contractor's* compliance with its obligations under the Local Content Plan. To this end, the *Contractor* shall provide its full cooperation to the respective bodies referred to in this clause to ensure that effective monitoring, evaluation and auditing takes place.
- k) The Non Compliance Penalties set forth in this Clause are stated exclusive of VAT. Any VAT payable on Non Compliance Penalties will be for the account of the *Contractor*.

Annexure D – Reporting

Reporting

- a) The *Contractor* shall monitor, audit, and record in an auditable manner, its own implementation and compliance with its Local Content obligations, the B-BBEE Improvement Plan and the Supplier Development Implementation Plan and provide the *Employer's Agent* with such information as the *Employer's Agent* may reasonably request concerning its Local Content obligations, the implementation of the B-BBEE Improvement Plan and the Supplier Development Implementation Plan.
- b) The *Contractor* shall, on a monthly basis from the Commencement Date and within 7 (seven) calendar days of the end of the previous calendar month, provide the *Employer* with a report (for monitoring purposes only) in respect of each of its Local Content obligations, the B-BBEE Improvement Plan and the Supplier Development Implementation Plan.
- c) The *Employer*, through its Supplier Development division, shall, every 3 (three) months from the Commencement Date, review and verify the *Contractor's* undertakings stipulated in this clause with respect to B-BBEE and Supplier Development commitments, based on the *Contractor's* report.
- d) The *Contractor* shall provide adequate proof to enable the *Employer* to verify compliance with its Local Content undertakings, the B-BBEE Improvement Plan and Supplier Development Implementation Plan. Such proof shall include, but not be limited to, the following:
 - e) Post verification of the submitted report to the *Employer*, the *Employer* shall engage with the *Contractor* on the findings. The Contract Manager, assisted by the relevant specialist from Transnet's Supplier Development division, must report to the *Contractor* at the end of every 3 (Three) months as to whether or not the Contract Manager and/or the Contractor Development specialist reasonably considers, based on the information available to it, that the *Contractor* has during such time complied with its Local Content undertakings, the B-BBEE Improvement Plan and the Supplier Development Implementation Plan and the extent, if any, to which the *Contractor* has not so complied.
- f) Without prejudice to the *Employer's* rights under this Contract:
 - i. if the Contract Manager and/or the *Employer's* Supplier Development specialist reasonably considers that the *Contractor* is not at any time complying with its Local Content undertakings, B-BBEE Improvement Plan and/or the Supplier Development Implementation Plan, the Contract Manager and/or the Supplier Development specialist may make such recommendations as is considered reasonably appropriate to the *Contractor* as to the steps he reasonably considers should be taken by the *Contractor* in order for the *Contractor* to remedy such non-compliance and the time period within which such steps must be taken;
 - ii. If such recommendations are not implemented by the *Contractor* in accordance with such recommendations, then the provisions in Annexure A, B and C shall apply; and
 - iii. The *Employer* may at any time request a meeting with the *Contractor* to consider any non-compliance reported to it by the Supplier Development specialist of the *Employer* and/or the Contract Manager or which otherwise comes to its attention. Both Parties must attend such

a meeting and negotiate in good faith with a view to reach agreement on the steps or actions that the *Contractor* must undertake in order to remedy that non-compliance.

- g) In the event the *Contractor* is found not to have met its Local Content undertakings, the B-BBEE and/or Supplier Development requirements agreed upon in the B-BBEE Improvement Plan and the Supplier Development Implementation Plan, and/or is found to be fraudulent in submitting the reports, then the *Employer* shall impose a non-compliance penalty as provided for in Annexures A, B and/or C or shall be entitled to terminate the contract.
- h) For the sake of completion of its contractual obligations, the *Contractor* shall be obliged to complete all the undertakings made under the B-BBEE Improvement Plan and the Supplier Development Implementation Plan 3 to 6 months before the Termination Date.

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	4
C2.2	The <i>bill of quantities</i>	5
C2.3	Labour Rates	1

C2.1 pricing instructions: Option B

1. The *conditions of contract*

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

Clause 11 in NEC3 Engineering and Construction Contract, June 2005 (ECC) Option B states:

Identified and defined terms	11	
	11.2	(21) The Bill of Quantities is the <i>bill of quantities</i> 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 <ul style="list-style-type: none">• the quantity of the work which the <i>Contractor</i> 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 <i>Contractor</i> 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.

1.2. 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.

1.3. 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.

2. Measurement and payment

2.1. 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

2.2. General assumptions

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

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

- 2.2.2. 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.
- 2.2.3. 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.
- 2.2.4. 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.
- 2.2.5. 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.
- 2.2.6. 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.
- 2.2.7. 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.

C2.2 the *bill of quantities*

Use this page as a summary page or as a cover page to the *bill of quantities*.

BILL OF QUANTITIES (CIVIL)

PROVISION OF REFURBISHMENT AND UPGRADE OF MATATIELE STATION BUILDINGS

The agreement applicable to this contract is the NEC3

GENERAL NOTES

The Contractor shall, in all cases, allow for disposal of materials arising from demolition and alteration works. This shall apply even if it is not expressly provided for on the description for an item.
The Contractor shall remove from site all pipes or other conduits, wires encountered in demolition. He shall plug and seal all conduits remaining and ensure that no electric cables or wires remaining are live.

	PRELIMINARIES AND GENERAL				
	Contractual requirements:				
	DESCRIPTION	UNIT	QTY	PRICE	AMOUNT
	Allow amount for Site Establishment (Offices, Ablutions, tools, and equipment, water supplies point, electricity and communication)	Sum	1		
	Allow an amount for De-establishment	Sum	1		
	Allow amount for Environmental, Health and safety compliance and related obligations.	Sum	1		
	Allow an amount for the protection of existing structures, services etc. until the construction in the vicinity is complete	Months	6		
	Allow amount for supervision for Duration of construction	Months	6		
	Allow for temporal fencing using diamond mesh and timber posts, fencing shall remain on site	m	220		
	CARRIED FORWARD R				

Item		Unit	Qty	Rate	Amount
	<u>BILL No. 1 ALTERATIONS</u>				
1	Break out and remove floor covering from scrap	m2	300		
2	Take out and remove plasterboard ceiling	m2	300		
3	Take out and remove kitchen cupboards 3mx1,2x900mm wide	No	2		
4	Break out and remove half brickwall	m2	150		
5	Break out and remove wc incl cistern incl sundry piping	No	4		
6	Break out and remove whb incl sundry pipinng	No	4		
7	Break out and remove urinal incl flush pipe	No	1		
8	Break our out and remove glass from existing windows incl preparing for new	m2	20		
9	Take out and remove pvc pipe all sizes	m	40		
10	Take out and remove copper pipe all sizes	m	40		
11	Service existing windows incl installing new window stays	No	12		
12	Break out one brick wall to form opening for a single door incl precast lintel and making good sides with palster (paint e.m)	No	4		
13	Break out one brick wall to form opening for a double door incl precast concrete lintel and making sides with plaste (paint e.m)	No	2		
14	Take out and remove single door incl frame	No	4		
	Take out and remove single garage door incl frame	No	10		
15	Brick up opening where doors were removed and allow opening to fit new double doors	No	12		
16	Break out and remove half brick wall	No	15		
17	Make good floors where half brick wall was removed	No	5		
18	Form neat opening 110mm diameter in one brick by coring	No	20		
19	Break concrete and excavate for a 110mm pipe incl backfilling and making good concrete	m	25		
20	Excavate in earth to expose existing services	m3	5		
	Section Total				
Carried Forward R					

Item		Unit	Qty	Rate	Amount
	<u>BILL No. 2 MASONRY</u>				
1	One brick wall in NFP bricks incl brickforce in every third course	m2	750		
2	Ditto but in closing openings	m2	80		
3	Half brick walls in NFP bricks incl brickforce in every third course	m2	110		
4	Ditto but in closing openings	m2	20		
	Sub Total				
	<u>BILL No. 3 CAPENTRY AND JOINERY</u>				
1	Meranti hardwood double door framed ledged braced door hung on steel frame	No	12		
2	Meranti hardwood single door ,framed ledged braced door hung on steel frame	No	4		
3	Single solid core door with masonite finish	No	4		
4	Double solid door with masonite finish	No	2		
5	19mmx75mm timber skirting incl quadrant bead	m	80		
	<u>BILL No. 4 CEILINGS AND PARTITIONS</u>				
1	Vinyl clad suspended ceilings (Ceiling grid .White/vinyl/fissured/1200x600mm) incl hangers complete	m2	700		
2	Shadowline Trim	m	60		
3	300mm high bulkhead formed of 6mm plasterboard	m	30		
	<u>DRY WALL PARTITIONING</u>				
4	Gyproc standard 1/2hour fire rating type dry wall partition	m	40		
5	Extra over for vertical abutments	no	14		
6	Extra over for corner	no	12		
7	Extra over for T intersection	no	12		
8	75mm high aluminium skirting fixed to partition walls	m	40		
9	Extra over for aluminium frame for a single door	no	4		
10	Extra over for a single door hung on aluminium frame(solid core with masonite)	no	2		
	<u>TOILET CUBICLES</u>				
11	Partition 1555x1800m high	no	12		
12	Full stiles 540x1850	no	12		
13	End stiles 150x1850	no	12		
14	Wall stiles 540x1850	no	12		
15	Extra over for doors(750*1800mm)	no	12		
	Sub Total				
Carried Forward R					

Item		Unit	Qty	Rate	Amount
	<u>WAREHOUSE & STATION BUILDING</u>				
	<u>REMEDIAL WORK</u>				
1	Scrub and prepare concrete floors to receive new floor finishings	m2	1100		
2	2mm approved self-levelling screed	m2	1100		
	<u>VINYL SHEETING</u>				
3	2mm vinyl floor sheeting with welded seamless joints	m2	250		
4	450mm high skirting in vinyl sheeting with seamless welded joints	m	150		
	<u>TILES</u>				
5	Allow a PC sum of R120.00 for supply of floor tiles laid in approved adhesive and grouted with approved dove grey grout	m2	800		
6	Ditto in skirtings 100mm high using tiling	m	120		
8	M*TRIM Aluminium trim on edges	m	60		
	Sub Total				
	<u>BILL No. 6 IRONMONGERY</u>				
1	Union Tesa knob cylinder complete with furniture lockcase etc	no	16		
2	Union double panic bolt Code 802DMG to fire doors	no	4		
3	Union door closer stainless steel finish	no	4		
4	Union Sandpiper pull handle	no	4		
5	Union Sandpiper push plate	no	4		
6	Union Sandpiper kickplate	no	4		
7	Union s/s door stop	no	12		
8	Union coat hook with rubber buffer	no	4		
9	Union s/s engraved name plate 150mmx150mm	no	16		
	Sub Total				
	<u>BILL No. 7 METAL WORK</u>				
1	Mild steel door frame suitable for one brick wall for a single door	no	6		
2	Ditto for a double door	no	12		
3	Supply and install hand rails (both sides of the walkway) to cross over the railway line, stainless steel				
	Sub Total				
	<u>BILL No. 8 PLASTER</u>				
1	2 coats plaster to walls	m2	1600		
	Sub Total				
Carried Forward R					

Item		Unit	Qty	Rate	Amount
	PLUMBING				
1	50mm pvc waste pipe	m	80		
2	50mm pvc waste pipe chased in brickwork	m	80		
3	50mm waste pipe chased in concrete	m	45		
4	110mm pvc waste pipe	m	30		
5	110mm chased in brickwork	m	12		
6	110mm waste pipe in trenches ne 2m deep	m	120		
7	110mm pvc waste in trenches exc 2m but no 4m deep	m	40		
8	15mm copper pipe	m	60		
9	15mm copper pipe chased to walls	m	30		
10	28mm copper pipe fixed to walls	m	30		
11	28mm copper pipe chased to walls	m	15		
12	32mm copper pipe fixed to walls	m	12		
13	32mm copper pipe chased to walls	m	8		
14	15mm copper fittings	no	15		
15	28mm copper fittings	no	10		
16	32mm copper fittings	no	15		
17	50mm pvc bend	no	15		
18	50mm access bend	no	12		
19	50mm junction	no	8		
20	50mm acces junction	no	15		
21	50mm pvc adaptor	no	15		
22	110mm reducing junction	no	15		
23	110mm pvc pan connector	no	30		
24	110 mm pvc horn airvent	no	20		
25	110mm pvc junction	no	15		
26	110mm pvc acces junction	no	15		
27	110mm pvc bend	no	15		
28	110mm acces bend	no	20		
29	110mm adaptor	no	30		
30	15mm brass fullway gate valve	no	10		
31	28mm brass fullway gate valve	no	8		
32	50mm brass fullway gate valve	no	6		
Carried Forward R					

	SANITARY WARE				
33	Vitreous China water closet (code 05750110) colour white with complete cobra watertech flush master junior	no	8		
34	Wooden toilet set colour white	no	8		
35	Cameo basin with three pre-punched tap configuration . Colour white complete with cobra watertech stella range 1/2 inch single tap hole basin mixer C/P(code 3294ST)	no	4		
36	Protea urinal incl flushmaster	no	4		
37	Protea paraplegic 90 deg outlet pan with FM1,100flush master with extended lever handle (code C,FM8-80)	no	2		
38	32mm grabrail set SR1 behind water closet and DL2 on side wall as Chairman industris grabrails	no	2		
39	Stainless Steel toilet roll holder	no	10		
40	Stainless steel electric hand drier	no	10		
41	PVC soap dispenser	no	8		
42	Plastic PVC SHE bins	no	4		
43	5L hydroboil	no	3		
44	Kwikot 150L hot water cylinder complete incl tray	no	2		
	<u>GLAZING</u>				
1	1200x600mm stainless mirrors screwed to walls	no	6		
2	6,8mm laminated glass to existing steel windows up to 3m2	No	12		
	Sub Total				
	<u>PAINTWORK</u>				
1	Three coats plascon acrylic paint to walls and dry walls	m2	1800		
2	Three coats plascon acrylic paint to ceilings	m2	800		
3	Three coats acrylic paint to external walls	m2	300		
4	Three coats plascon velvagio to doors	m2	60		
5	Three coats plascon velvagio to steel frame	m2	22		
6	Three coats paint to timber skirtings with 300mm girth incl priming backs of timber	m	200		
7	Allow for R15 000 for provision of branding and sign boards.	Sum	1		
	Carried Forward to Summary				
	<u>BILL No. 12 EXTERNAL WORKS</u>				
1	Construct paraplegic ramp complete and walkway across the railway approximately 10m long and 2m wide with ramps and guard rails	No	1		
2	Prepare and fix external apron around the building	M2	240		

	Carried Forward R				
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Item		Unit	Qty	Rate	Amount
	<u>Bill No.13 PROVISIONAL SUMS</u>				
1	Allow a Provisional Sum of R140 000.00 for Air Conditioning installation (split units) for the station building and supply and installation of roof ventilators in the goods shed in accordance to SANS standards.	Sum	1		
2	Profit	Sum	1		
3	Attendance	Sum	1		
4	Allow a Provisional Sum of R80 000.00 for Fire fighting equipment	Sum	1		
5	Profit	Sum	1		
6	Attendance	Sum	1		
7	Allow a provisional Sum of R25 000.00 for backup power (small generator)	Sum	1		
8	Profit	Sum	1		
9	Attendance	Sum	1		
10	Allow a Provisional sum of R70 000.00 for kitchen fittings and furniture	Sum	1		
11	Profit	Sum	1		
12	Attendance	Sum	1		
13	Allow a sum of R60 000.00 for carports	Sum	1		
14	Profit	Sum	1		
15	Attendance	Sum	1		
16	Allow a sum of R80 000.00 for land scaping and fencing including grass cutting & cleaning of the yar including dumping fees to an approved dumping site	Sum	1		
17	Profit	Sum	1		
18	Attendance	Sum	1		
19	Allow a sum of R45 000 for storage racks and change rooms with lockers	Sum	1		
20	Profit	Sum	1		
21	Attendance	Sum	1		
23	Allow a sum of R150 000.00 for re-electricity, water and sewer connection fees	Sum	1		
24	Profit	Sum	1		
25	Attendance	Sum	1		
26	Allow a sum of R150 000.00 for removal roof coverings and make good	Sum	1		
27	Profit	Sum	1		
28	Attendance	Sum	1		
29	Allow a sum of R350 000.00 for professional fees (Electrical & Structural)	Sum	1		

30	Allow a sum of 650 000.00 for roof coverings complete incl roof trusses, gutters and down pipes for the old station building and repairs in the goods shed in accordance to SANS standards.	Sum	1		
31	Allow a sum of R50 000.00 serving existing electrical sub station and provide mass lights	Sum	1		
32	Profit	Sum	1		
33	Attendance	Sum	1		
34	Allow a sum of R30 000.00 for window blinds	Sum	1		
35	Allow a sum of R600 000.00 for Anciliary road works including unblocking of the existing storm water channels around the building, including paving of the driveway and parking area.	Sum	1		
36	Allow an amount of R60 000 for the provision of stainless-steel handrails around the goods shed building	Sum	1		
Carried Forward to Summary R					

Item		Unit	Qty	Rate	Amount
	<u>BILL NO.14 Station Building Electrical Works</u>				
	-				
1	Decommissioning and removal of the existing electrical installation before the building contractor start with the interior works	item	1		
2	Distribution board				
	Refurbish the following distribution boards, including all equipment, complete with all accessories. Installation shall include fixing, accessories and earthing, to incorporate new circuits				
	The price shall include for all fixing materials, circuit terminations, lugs, cable straps and any other items necessary for the complete installation.				
	Material	No.	3		
	Labour	No.	3		
	TRUNKING				
3	Power Skirting				
	2 Compartment, 2 cover power skirting as specified, including covers, and all accessories.				
	Material	m	240		
	Labour	m	240		
4	P9000 galvanized trunking, hanging and / or vertically supported. Price to include for hangers, supports, joints and other materials required for the complete installation, including wastage.				
	Material	m	120		
	Labour	m	120		
5	150mm medium duty cable tray, welded wire mesh , hanging and / or vertically supported. Price to include for hangers, supports, joints and other materials required for the complete installation, including wastage.				
	Material	m	80		
	Labour	m	80		
	Conduit, flush or surface mounted in wall including all couplings, bends, tees and saddles				

6	25mm diameter, PVC conduit				
	Material	m	140		
	Labour	m	140		
7	20mm diameter, PVC conduit				
	Material	m	110		
	Labour	m	110		
	Galvanized pressed metal boxes, flush mounted in wall complete with mounting on conduit, built into brick or concrete, in roof space or on surface				
Carried Forward R					
8	100 x 50 x 50mm box				
	Material	No.	20		
	Labour	No.	20		
9	100 x 100 x 50mm box				
	Material	No.	10		
	Labour	No.	10		
10	Galvanized/Steel round conduit box (any way)				
	Material	No.	15		
	Labour	No.	15		
11	PVC round conduit box (any way)				
	Material	No.	15		
	Labour	No.	15		
	Sub Total				
Item		Unit	Qty	Rate	Amount
	<u>BILL NO.15 Main Building & Warehouse Electrical Works</u>				
	Conductors				
	600/1000V grade PVC insulated stranded copper conductors drawn into conduit and trunking,				
1	1.5mm ²				
	Material	m	600		
	Labour	m	600		
2	2.5mm ²				
	Material	m	300		
	Labour	m	300		
3	4 mm ²				
	Material	m	120		
	Labour	m	120		
	Bare copper earth wire (BCEW) laid in ducts, trenches, horizontal racks, cable trays, channels, etc.				
4	1,5 mm ²				
	Material	m	350		
	Labour	m	350		
5	2,5 mm ²				
	Material	m	20		
	Labour	m	20		
6	6,0 mm ² x 4 core flattwin cable plus earth for aircon units				
	Material	m	150		

	Labour	m	150		
7	16 mm² x 4 core flattwin cable plus earth for aircon units, sub DB				
	Material	m	40		
	Labour	m	40		
Carried Forward R					
	Light Switches				
8	16 Ampere 230V, one lever light switch with steel cover				
Carried Forward R					
	Material	No.	20		
	Labour	No.	20		
9	16 Ampere 230V, two lever light switch with steel cover				
	Material	No.	20		
	Labour	No.	20		
10	16 Ampere 230V, one lever two way light switch with steel cover				
	Material	No.	4		
	Labour	No.	4		
	Socket Outlets				
11	16 Ampere, Normal 3-pin 230V, single/double switched socket outlet with steel cover				
	Material	No.	20		
	Labour	No.	20		
12	16 Ampere, Normal 3-pin 230V, single switched socket outlet with steel cover, on power skirting				
	Material	No.	10		
	Labour	No.	10		
13	16 Ampere, Dedicated 3-pin 230V, single switched socket outlet with steel cover, on power skirting				
	Material	No.	20		
	Labour	No.	20		
	Isolator				
14	60Ampere, Double Pole isolator				
	Material	No.	10		
	Labour	No.	10		
15	30Ampere, Double Pole isolator				
	Material	No.	6		
	Labour	No.	6		
16	60Ampere, tripple Pole isolator				
	Material	No.	2		
	Labour	No.	2		
17	30Ampere, tripple Pole isolator				
	Material	No.	3		
	Labour	No.	3		
18	5A unswitched socket-outlet				
	Material	No.	15		
	Labour	No.	15		

19	Blank cover plate				
	Material	No.	2		
	Labour	No.	2		
20	Cover for RJ45 Telephone/Data Outlet module in power skirting				
	Material	No.	4		
	Labour	No.	4		
	Sub Total				
	Carried Forward to Summary				

Item		Unit	Qty	Rate	Amount
	<u>BILL No. 16 GROUND FLOOR ELECTRICAL WORKS</u>				
	<u>LIGHT FITTINGS</u>				
	Luminaires that are SANS approved and meet the Department Quality Standard, including lamps and sundries (as per the Standard Quality Specification for General Electrical installation (SASOM Guideline No 4,). Contractor must allow for option of colour by Architect on site.				
1	Type C (including lamps)				
	Round energy saving LED bulkhead luminaires with unbreakable polycarbonate diffusers				
	Material	No.	15		
	Labour	No.	15		
2	Type A (including lamps)				
	Fluorescent light-fittings are to be 1500 mm wide body, surface mounted open channels, white powder-coated, mild steel body, fitted with electronic control gear and 2x35W T5 high efficiency lamps.				
	Material	No.	10		
	Labour	No.	10		
3	Type A1 (including lamps)				
	Fluorescent light-fittings are to be 1500 mm wide body, surface mounted vapour proof, white powder-coated, mild steel body, fitted with electronic control gear and 2x35W T5 high efficiency lamps.				
	Material	No.	2		
	Labour	No.	2		
4	Type D (including lamps)				
	Decorative 5W LED down lighter				
	Material	No.	16		
	Labour	No.	16		
5	Type T (including lamps)				
	1200mm surface mounted, white powder-coated, mild steel body, low brightness louver type fluorescent lights with electronic control				

	gear and 4x35W T5 high efficiency lamps with 3m cord 5A plug				
	Material	No.	1		
	Labour	No.	1		
Carried Forward R					
	<u>EARTHING AND LIGHTNING PROTECTION</u>				
6	To provide the earthing and testing of the electrical installation in accordance with the General Specification, regulations and the requirements of the local authority. All circuits shall be earthed in accordance with the wiring code. Where the earth conductor is joined at the terminal block, the wires shall be soldered together so that removal of the equipment shall not result in an interruption of the earth continuity of the conductors.	sum	1		
7	Provide a certificate for the Lightning Protection in accordance with the latest SANS Codes of practice 10199 and 10313 in conjunction with SANS 62305-1-2-3-4 and IEC 62305-1-2-3-4	sum	1		
8	Earthing as required at DB-A to achieve max 1ohm resistance, including testing				
	supply and install	No.	1		
	<u>TESTING & COMMISSIONING</u>				
9	Test and commission the complete electrical installation to the area, as included in this bill,				
	Provide a Certificate of Compliance per DB, as required by SANS 10142-1 for the installation covered by this Bill.	Sum	3		
	Sub Total				

GROSS TOTAL _____

15% VAT _____

GRAND TOTAL _____

C 2.3 LABOUR RATES AD-HOC

LABOUR RATES FOR AD-HOC WORK.

All Rates must exclude VAT.

1. **Normal office hours:** (07h00 to16h00)
Skilled Labour R...../ hour.
Labourer R...../ hour
2. **Overtime**
Skilled Labour R...../ hour.
Labourer R...../ hour
3. **Sundays and Public Holidays:**
Skilled Labour R...../ hour.
Labourer R...../ hour

Signed aton this day of2018.

for and on behalf of the Contractor

WITNESSES : 1.....

2.....

Signed at..... on this day of

EVALUATION CRITERIA

Pre-qualifying Quality criteria	Sub-Criteria	Sub-Criteria Point Allocation	Maximum number Of Points	
Gatekeepers (Mandatory)				
<div>1. CIDB Grade 5GB or higher</div> <div>2. Valid Letter of Good Standing (COIDA)</div> <div>3. Main contractor or the sub-contractor must have an IE – Installation Electrician (Attach certificate) Main contractor or sub-contractor to provide proof of registration with Department of Labour as an Electrical Contractor</div>				
The above documents are mandatory. Failure to submit them WILL lead to a disqualification				
<div>1. Electrical Engineer (This may be subcontracted) Professional registration with ECSA as a Professional Engineer</div> <div>2. Project Site Health and Safety Officer (This may be subcontracted) Professional Registration in good standing with SACPCMP as a health & Safety Officer</div>				
The above documents are essential. Failure to submit them MAY lead to a disqualification.				
Programme	No Timeline	0	10	
	The tenderer has provided timeline but handwritten	1		
	The tenderer has provided timeline in Ms Project or similar with 20% deviation from targeted date	4		
	The tenderer has provided timeline in Ms Project or similar with 15% deviation from targeted date	6		
	The tenderer has provided timeline in Ms Project or similar with 10% deviation from targeted date	8		
	The tenderer has provided timeline in Ms Project or similar with 5% deviation from targeted date	10		
Management and CVs of Key Persons	Experiences: Site/Project Manager		10	
	Construction/Engineering experience (related to the works) < 3yr			1
	Construction/Engineering experience (related to the works) < 5yrs			3
	Construction/Engineering experience (related) to the works > 5yrs			5
	Experience: Site Supervisor			
	Construction/Engineering experience (related to the works) < 3yr			1
	Construction/Engineering experience (related to the works) < 5yrs			3
	Construction/Engineering experience (related to the works) > 5yrs			5
Quality Plan	No QCP/ITP presented or is not for the tendered works.	0		
	QCP/ITP identifies at least one of the key elements (activities, approval points, hold points & is for the works tendered for)	5		
	ITP/QCP identifies at least two of the key elements (activities, approval points, hold points & is for the works tendered for)	10		
	ITP/QCP identifies at least three of the key elements (activities, approval points, hold points & is for the works tendered for)	15		

Pre-qualifying Quality criteria	Sub-Criteria	Sub-Criteria Point Allocation	Maximum number Of Points
	ITP/QCP clearly and adequately identifies all key activities, has allocated hold, witness, and review and surveillance points & is for the works tendered for. Evidence: Supplied QCP/ITP	20	20
Risk assessment (Specific to Works)	Risks, mitigations, tolerance matrix in line with activities not identified.	0	15
	Risks identified, mitigation not provided, and tolerance matrix not provided	5	
	Partial risks identified, mitigation provided, and tolerance matrix not provided	10	
	All major risks identified, mitigation provided, and tolerance matrix provided	15	
Previous Experience	No evidence provided	0	10
	Bidder has successfully completed 1 similar Project (similar projects include design and construction or refurbishment of existing building). Proof of experience attached in the form of client letter head indicating at minimum the client contact details, project title and description of works.	2	
	Bidder has successfully completed > 1, <= 3 similar Project (similar projects include design and construction or refurbishment of existing building). Proof of experience attached in the form of client letter head indicating at minimum the client contact details, project title and description of works.	4	
	Bidder has successfully completed > 3, <=5 similar Project (similar projects include design and construction or refurbishment of existing building). Proof of experience attached in the form of client letter head indicating at minimum the client contact details, project title and description of works.	6	
	Bidder has successfully completed > 5, <=8 similar Project (similar projects include design and construction or refurbishment of existing building). Proof of experience attached in the form of client letter head indicating at minimum the client contact details, project title and description of works.	8	
	Bidder has successfully completed > 8 similar Project (similar projects include design and construction or refurbishment of existing building). Proof of experience attached in the form of client letter head indicating at minimum the client contact details, project title and description of works.	10	
	Scantly detailed methodology	5	
	Detailed methodology, no sequential approach, no standards applicable mentioned	10	
Method Statement	Detailed methodology, sequential approach, no standards applicable mentioned	15	25
	Detailed methodology, sequential approach, standards applicable mentioned	25	

Pre-qualifying Quality criteria	Sub-Criteria	Sub- Criteria Point Allocation	Maximum number Of Points
	Total Weighting:		100

Minimum threshold for technical evaluation is 80 out of 100.

PART C3: SCOPE OF WORK

Document reference	Title	No of page
C3.1	This cover page	1
	<i>Employer's</i> Works Information	40
Total number of pages		40

C3.1 EMPLOYER'S WORKS INFORMATION

Contents

PART C3: SCOPE OF WORK.....	1
SECTION 1	4
1 Description of the <i>works</i>	4
1.1 Executive overview.....	4
1.2 <i>Employer's</i> objectives	4
1.3 Interpretation and terminology.....	4
2 Engineering and the <i>Contractor's</i> design.....	5
2.1 <i>Employer's</i> design	5
2.2 Review and Acceptance of <i>Contractor</i> Documentation	Error! Bookmark not defined.
2.3 As-built drawings	Error! Bookmark not defined.
3 Construction.....	7
3.1 Temporary <i>works</i> , Site services & construction constraints	7
3.2 Completion and correction of Defects	12
4 Plant and Materials Standards and Workmanship.....	13
4.1 <i>Employer</i> specifications	13
4.2 Building works	13
4.3 Electrical Engineering	15
4.4 Mechanical Engineering (HVAC, Water Reticulation and Fire Protection).....	17
4.5 Structural Engineering	24
5 List Of Drawings.....	25
5.1 Drawings issued by the <i>Employer</i>	25
SECTION 2	27
6 Management and start up	27
6.1 Management meetings	27
6.2 Documentation Control.....	27
6.3 Safety risk management	29
6.4 Environmental constraints and management	31
6.5 Quality assurance requirements	31
6.6 Programming constraints	32

6.7	Contractor's management, supervision and key people.....	32
6.9	Insurance provided by the Employer.....	32
6.10	Contract change management.....	34
6.11	Provision of bonds and guarantees	34
7	Procurement	34
7.1	Code of Conduct	34
7.2	The <i>Contractor's</i> Invoices	36
7.3	People.....	37
7.4	Subcontracting.....	40

SECTION 1

1 Description of the *works*

1.1 Executive overview

The Works that the *Contractor* is to perform involve electrical, mechanical, civil and general building works for the refurbishment of the building to serve as a community centre within Matatiele.

The scope of works includes the following:

- Refurbishment of existing two structures, namely: Matatiele old station building and goods shed includes replacement and repairs of roof structures, partial demolition of walls, additions, alterations, and construction of new partition walls offices, boardroom, factory operations, kitchen, show rooms, bathroom facilities, reception, cleaning, fencing, pedestrian crossing over the rails, fencing & guard house, driveway and parking areas etc. according to the desired layout plan and the bill of quantities provided.
- Design, supply, install, test and commissioning of electrical infrastructure as per the proposed layout.
- Floor covering, Plumbing, and Painting and cleaning of facebrick
- Design, supply, install, test and commissioning the Electrical LV infrastructure and equipment to suit the proposed layout
- Design, supply, installation, test and commissioning of Air-conditioning split units as per SANS1238 within the space to suit desired layout plan.
- Design, supply, installation, test and commissioning of portable fire extinguishers complete with mounting board, bracket, and emergency signs as per SANS10400-T to suit the layout plan.
- Design, supply, installation, test and commissioning of back-up water storage tank system as per Transnet's requirements.
- Design, supply and Install ICT equipment allowance to suit the proposed layout.
- Roof repairs and replacement with new gutters and tanks, landscaping & paving
- Branding of the building as per Transnet's requirements.

1.2 *Employer's objectives*

The *Employer's* objective is to refurbish and upgrade the buildings to house the local cooperatives operating in Matatiele. The buildings will be comply with legislated building requirements. The housing of these cooperatives will benefit the local communities while sucuring the building and the entire Transnet precinct that has been dilapidating over the years.

The following abbreviations are used in this Works Information:

Abbreviation	The meaning is given to the abbreviation
DP	Data Pack
GA	General Arrangement Drawing
NCR	Non-conformance report
PQP	Project Quality Plan
QCP	Quality Control Plan
SANS	South African National Standards previously South African Bureau of Standards (SABS)
SHE	Safety, Health & Environment
TP	Transnet Property

2 Engineering and the *Contractor's* design

2.1 *Employer's* design

2.1.1 The *Employer* supplies the following:

- Works Information.
- Transnt Office Hand over Checklist
- General Arrangement Drawings.

2.1.2 The *Employer* grants the *Contractor* a license to use the copyright in design data presented to the *Contractor* for the *works* ONLY.

2.2 **Parts of the *works* which the *Contractor* is to design.**

2.2.1 The *Contractor* is to design the following parts of the *works*:

- MV and LV electrical reticulation, includes sockets, lights, circuit breakers, distribution boards, isolators, etc. as per SANS 10142-1/2.
- Mechanical services, includes split units Air-conditioning, fire protection, etc.
- Wet services reticulation, includes but not limited to potable, sewer system, back-up water storage tanks, etc.

All designs are not approved unless so sanctioned by the *Employer*.

2.3 **Procedure for submission and acceptance of *Contractor's* design**

2.3.1 The *Contractor* shall address the following procedures:

All designs are not approved unless so sanctioned by the *Employer*.

The *Contractor* undertakes design safety reviews as stated by the *Employer*.

2.3.1 Documentation Submission

In undertaking the 'Works' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the '*Contractor* Document Submittal Requirements' as stated by the *Employer*.

2.4 Review and Acceptance of *Contractor* Documentation

2.4.1 The *Contractor* submits documentation as the 'Works Information' requires to the *Project Manager* for review and acceptance.

2.4.2 In undertaking the 'Works' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the '*Contractor* Document Submittal Requirements' as stated by the *Employer*.

2.5 Other requirements of the *Contractor's* design

2.5.1 The *Contractor's* design complies with the following:

All designs are not approved unless so sanctioned by the *Employer*.

2.6 Use of *Contractor's* design

2.6.1 The *Contractor* grants the *Employer* a licence to use the copyright in all design data presented to the *Employer* in relation to the works for any purpose in connection with the construction, re-construction, refurbishment and extension of the works with such licence being capable of transfer to any third party without the consent of the *Contractor*.

2.6.2 The *Contractor* vests in the *Employer* full title guarantee in the intellectual property and copyright in the design data created in relation to the *works* conducted on the Carlton Centre Precinct.

2.7 As-built drawings, operating manuals and maintenance schedules

2.7.1 The as-built drawings, operating manuals and maintenance schedules must be submitted in a soft copy format and hard copy drawings and all other requirements needed to enable the works to function.

2.7.2 The *Contractor* provides the following:

The as-built drawings, operating manuals and maintenance schedules must be submitted in a soft copy format, hard copy drawings and all other requirements needed to enable the works to function.

2.7.3 As-Built/Final Documentation

In undertaking the 'Works' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the '*Contractor* Document Submittal Requirements' as stated by the *Employer*.

2.7.4 Installation, Maintenance and Operating Manuals and Data Books

In undertaking the 'Works' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the 'Data Books and Manuals' and the '*Contractor* Documentation Submittal Requirements' as stated by the *Employer*.

2.8 Approval of *Contractors's* design

- 2.8.1 The *Contractor* shall appoint a qualified and registered *Engineer* to approve all designs respectively.

3 Construction

3.1 Temporary *works*, Site services & construction constraints

- 3.1.1 Employer's Site entry and security control, permits, and Site regulations:

The Site is located within an operational area of the *Employer* and the *Contractor* shall ensure the safe operations to and around the Site at all times. This shall entail the provision of protective barriers, signs, etc. for the protection and direction of people within the precinct.

The *Contractor* shall organize the work to cause the least possible inconvenience to other construction activities or operations at the Site or surrounding. The Site is located within a designated Secure Area, and accordingly, all access into the area will be through a gate with access control. The *Contractor* shall keep the access gates/doors locked at all times. If any security problems are noticed, the *Contractor* shall immediately notify the Project Manager.

The *Contractor* shall obtain the necessary entry permits for all staff working within the area per the access control requirements of the *Employer* and shall issue each personnel member with an appropriate identification card.

All costs incurred in providing construction personnel with ID cards and access permits shall be borne by the *Contractor*.

The site establishment area shall be signposted and be compliant with the relevant safety regulations and restrictions that might be in place until the *Contractor* has de-established from the site and comply with OHS Act 85 of 1993.

The *Contractor* is responsible for the security of the *Works* until completion and hand-over and must make his arrangements for security and the safekeeping of his property. The *Contractor's* watchmen are allowed on Site for this purpose.

The fullest collaboration between the *Contractor*, the *Employer's* Operations/*Services* Manager, and the *Project Manager* is essential regarding the continued operations of the *Employer*.

Housing of the *Contractor's* people on site is not permitted.

- 3.1.2 The *Contractor* shall comply with the following requirements of the *Employer*:
As per paragraph 3.1.1 above.

- 3.1.3 People restrictions on Site; hours of work, conduct, and records:

The working hours shall be under the requirements of the Department of Labour or with the agreement of the relevant trade unions. This information relating to working hours shall be supplied to the *Project Manager* before the commencement of the proposed working hours.

The contractor's staff shall be confined to the working area and defined access routes and shall not be allowed to be present in other areas of the Employer. Contractor staff found disobeying this instruction will be subject to disciplinary action.

The Contractor keeps daily records of his people engaged on the Site and Working Areas (including Sub-Contractors) with access to such daily records available for inspection by the Project Manager at all reasonable times.

- 3.1.4 The Contractor keeps daily records of his people engaged on the Site and Working Areas (including Subcontractors) with access to such daily records available for inspection by the Project Manager at all reasonable times.

- 3.1.5 Health and safety facilities on Site:

At all times during construction, the Contractor is responsible for the safety of all persons on the Site and on the equipment and shall have the necessary systems and procedures in place to effectively manage this to H & S requirements in addition to those of the OHSA Act and Regulation (85 of 1993, CR 2014).

- 3.1.6 Environmental controls, fauna & flora, dealing with objects of historical interest:

The Contractor shall perform the Works and all construction activities within the Site and Working Areas having due regard for the environment and environmental management practices.

- 3.1.7 Title to Materials from demolition and excavation

Clause 73.2 states that the Contractor has title to Materials from excavation and demolition only as stated in the Works Information.

- 3.1.8 The Contractor has title to all Materials arising from excavation and demolition in the performance of the works. The Project Manager shall instruct the Contractor how to label, mark, set aside, and/or dispose of such Materials for the benefit of the Employer under ECC Clause 73.1.

- 3.1.9 Cooperating with and obtaining acceptance of others

During the contract, departments of Transnet, Tenants, and other Contractors may be working in the general area surrounding the working area. The Contractor must make allowance for the

necessity to interface with the activities of Others, and to allow for safe access and working conditions.

At least some of the Site work may take place while the adjacent areas will be in operation. The *Contractor* shall take all necessary steps for his *Works* not to interfere with operations and to ensure that normal traffic flow of the operational terminal is not obstructed.

The success of the project depends on the effective co-operation of all *Contractors* on site, and the *Contractor*, if necessary, must discuss his program on a day-to-day basis with the *Project Manager* to ensure effective coordination.

3.1.10 Publicity and progress photographs

The *Contractor* treats all information gained through his appointment on this project as strictly confidential. The *Contractor* is not allowed to prepare or present any paper, publish an article in a technical journal, or derive publicity for his business which makes any reference to any aspect of the work on this project unless the *Employer* grants special permission, in writing, for the purpose.

The *Contractor* provides a comprehensive photographic record of the progress of the *Works* by taking photographs at weekly intervals. The initial photographs are to be taken at the start of the project, immediately before the commencement of any work. As far as possible each set of photographs shall be taken from the same locations as the previous set.

The areas to be photographed and the number of photographs in each area will be determined by the *Project Manager*.

Progress photographs of all manufacturing work carried out off-site are also required.

Photographs are to be submitted in JPEG format, with a minimum resolution of 1200 x 800. Each set of photographs must be accompanied by an index showing:

- Contract reference
- Photograph file reference
- Date of Photograph
- Subject matter.

3.1.11 The *Contractor* does not advertise the contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of the *Project Manager*.

3.1.12 *Contractor's* Equipment

All Equipment supplied and used by the *Contractor* on Site shall be selected and operated in such a way that design loadings of the particular areas are not exceeded and that damage to all existing surfaces and services are avoided. The *Contractor* will be required to repair, at his own cost and to the satisfaction of the *Project Manager*, any such damage caused by him.

The *Contractor* shall keep daily records of all Equipment used on Site and the Working Areas with access to such daily records available for inspection by the *Project Manager* at all reasonable times.

All equipment necessary for the *Works* shall be provided and allowed for by the *Contractor*.

3.1.13 The *Contractor* keeps daily records of his Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.

3.1.14 Equipment provided by the *Employer*

No Equipment will be provided by the *Employer*.

3.1.15 Site services and facilities:

When required in terms of the delivery methodology, a Site will be made available to the *Contractor* as erection Site and for all his Working Areas.

An electric supply point is available to the *Contractor* at this site, but the *Contractor* is responsible for connecting up and for cabling in the working area.

A potable water supply point is available to the *Contractor* at this site, but the *Contractor* is responsible for connecting up in the working area.

The *Contractor* shall make his arrangements for the supply of other services such as fire protection, lighting, and all other services required for undertaking the *Works*.

Wherever the *Employer* provides facilities for the *Contractor's* use within the Working Areas and the *Contractor* adapts such facilities for use, then the *Contractor* makes good and provides full reinstatement to the area (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the *Employer*.

3.1.16 Facilities provided by the *Contractor*:

The *Contractor* submits the following drawings to the *Project Manager* for acceptance before commencing with the establishment of the site facilities:

- Layout drawing of the proposed facilities

The *Contractor* must ensure that the working area is well lit and obstacles and hazards are marked.

The *Contractor* must maintain the working area in a neat and tidy condition to the satisfaction of the *Project Manager*.

The *Contractor* must make his arrangements for the disposal of sewerage and wastewater. Sewerage may not be disposed of on-site. Transnet facilities may not be used.

The *Contractor* must make his arrangements for telecommunication facilities, if required, for his use during the execution of the *Works*.

The *Contractor*, within fourteen days after completion, must completely remove from the site all his plant, materials, equipment, stores, or any other asset belonging to him and leaves the site in a tidy condition to the satisfaction of the *Project Manager*. No excess or discarded materials, plants, or stores may be buried or dumped within the *Employer's* boundaries.

Unless expressly stated as a responsibility of the *Employer*, Site services, and facilities, all residual requirements for the provision of facilities and all items of equipment necessary for the *Contractor* to Provide the *Works* remains the responsibility of the *Contractor*.

3.1.17 Wherever the *Contractor* provides facilities (either his own or for the *Project Manager* and/or *Supervisor*) and all items of Equipment, involving, *inter alia*, offices, accommodation, laboratories, Materials storage, compound areas, etc., within the Working Areas, then the *Contractor* makes good and provides full reinstatement to the area (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.

3.1.18 Unless expressly stated as a responsibility of the *Employer*, Site services, and facilities, all residual requirements for the provision of facilities and all items of equipment necessary for the *Contractor* to Provide the *Works* remains the responsibility of the *Contractor*.

3.1.19 Existing premises, an inspection of adjoining properties and checking work of Others

The *Contractor* will be held responsible for any damage to existing structures and services caused by him during the execution of this Contract, fair wear and tear excluded, and shall repair damage to the satisfaction of the *Project Manager* before completion of the *Works*.

For this purpose, a joint inspection with the *Project Manager* and the *Contractor* will be carried out before occupation of the *Works* and any existing damage noted. Repair work to damaged existing structures and services may be carried out during the contract period or the defect correction period if so authorized. The *Contractor* will be required to conduct a photographic site survey of the occupied area showing existing structures and services. This report must be submitted to the *Project Manager* for approval and will be used in assessing the damages to structures and services if applicable.

3.1.20 Survey control and setting out of the *works*

Immediately after the starting date, and before final design, the *Contractor* shall survey the complete site of final operation of the equipment or, if the site of final operation is not completed yet, obtain the necessary site arrangement and interface drawings from the *Project Manager*. This survey serves to confirm dimensions and relative positions of all things, existing or to be supplied by Others, that will interface with the equipment, for example, location of electrical power supply points.

It is the *Contractor's* responsibility to ensure that the equipment supplied in terms of the contract interfaces successfully with all existing infrastructure.

Any deviation from the data supplied by the *Employer* in the *Works* Information must be brought under the attention of the *Project Manager* and discussed and finalized with the *Project Manager* before the final design of the equipment.

3.1.21 Other existing services, cable and pipe trenches and covers

The *Contractor* must, in collaboration with the *Supervisor*, ascertain whether or not the service is live. The *Contractor* shall not uplift any such service unless he is instructed to do so.

The *Contractor* shall be held responsible for any damage to known services and he shall take all necessary measures to protect them. In the event of a service being damaged, the *Contractor* shall immediately notify the *Supervisor*. The *Contractor* shall not repair any such service unless he is instructed to do so.

3.1.22 Where the *Contractor* encounters other existing services / existing services cables/pipe, the *Contractor* should notify the *Project Manager*.

3.1.23 Control of noise, dust, water, and waste

All Site activities must comply with the relevant parts of legislation.

3.1.24 The *Contractor* notifies the *Project Manager* of the elements of the *works* which are to be covered up.

3.2 Completion and correction of Defects

3.2.1 The *work* to be done by the Completion Date

On or before the Completion Date the Contractor shall have done everything required to Provide the Works including the work listed below which is to be done before the Completion Date and in any case before the dates stated. The Project Manager cannot certify Completion until all the work listed below has been done and is also free of Defects, which would have, in his opinion, prevented the Employer from using the works and Others from doing their work.

3.2.2 Use of the *works* before Completion has been certified

In terms of *Clause 35.2 in ECC the Employer may use any part of the works before Completion has been certified.*

3.2.3 The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of As-built documents that represent the status of the completed *works* (to include Plant within the *works*) to present to the *Employer*.

3.2.4 Access given by the *Employer* for correction of Defects

Clause 43.4 requires that the Project Manager arrange for the Employer to allow the Contractor access to and use of a part of the works, which has been taken over if needed to correct a Defect. After the works have been put into operation, the Employer may require the Contractor to undertake certain procedures before such access can be granted.

3.2.5 The Contractor complies with the following constraints and procedures of the Employer where the Project Manager arranges access for the Contractor after Completion:

Where the Contractor has to return to Site after Completion to rectify notified Defects, the Employer may either impose the same Site access/egress restrictions as communicated elsewhere under C3.1 Employer's Works Information at the starting date/access date stated under Contract Data - Part One, or as the works are now in use or the Employer's occupation of the Site may be incrementally or substantially changed post Completion, there may be further access/egress restrictions stated here at paragraph 3.2.13 of C3.1 Employer's Works Information.

4 Plant and Materials Standards and Workmanship

4.1 Building works

4.1.1 Description of works

The Contractor is required to but not limited to perform the following works as per scope works information :

1. Demolish wall, supply and install new double door as per layout
2. Remove existing emergence doors and supply, install and commissioning fire protection doors as per layout
3. Construct new walls for bathrooms as per new layout plan
4. Supply, install, test and commissioning all plumbing equipment required in bathrooms and the kitchen
5. Supply, install, test and commissioning carpentry required in the new kitchen
6. Supply, install, test and commissioning new drywalling as per layout plan
7. Painting of walls
8. Supply, install, test and commissioning glazing where required as per layout plan
9. Modify or repair existing ceiling where required
10. Supply, install, test and commissioning new doors and frames as per layout plan
11. Supply, install, test and commissioning vinyl floor covering
12. Supply, install, test and commissioning floor and wall tiling where required
13. Supply, install, test and commissioning roads and parking
14. Supply, install, test and commissioning fencing and gates
15. Supply, install, test and commissioning services such as water and sewage systems
16. Supply, install, test and commissioning storm water drainage
17. Provide the Employer with the As-built drawings of the complete works

4.2 Employer specifications

4.2.1 South African National Standard

The application of the National Building Regulations (SANS 10400) is to be strictly adhered to.

4.2.2 Manufacturer's instructions and specifications

All materials and products shall be used and installed in strict accordance with the manufacturer's instructions and specifications

4.2.3 Use of locally manufactured materials and products

Materials and products manufactured in South Africa shall be used in carrying out the work to which this specification refers, unless an imported product is prescribed specifically, or when no suitable locally manufactured product for the specific use is available.

4.2.4 Samples

The *Contractor* shall furnish samples and/or certificates as called for or may be called for by the *Project manager*. Materials and/or workmanship not corresponding with approved samples may be rejected. Samples for approval shall be required for paint colours, joinery with associated finishes, furniture, wall finishes, ceiling finishes, floor finishes, windows, shopfronts, and face brick sample wall (2m²). These approved samples shall remain on site for the duration of the *Works*.

4.2.5 Mortar Joints

Mortar joints to face brickwork generally shall be 10mm in thickness (unless otherwise specified) with level bedding joints, vertical perpend. Half round recessed and shall be well rubbed with a standard jointing tool of suitable size to ensure that the entire exposed surface on the joint presents a smooth and polished appearance.

4.2.6 Glazing

All laminated safety glass shall carry the Manufacturer's warranty against all manufacturing defects and discoloration for a minimum period of 5 years. A SANS-approved stencil mark is to appear in a prominent place on all types of safety glass.

4.2.7 Shopfronts and windows

Installation certificate by AAMSA approved contractor is required for all shopfront installations.

Installations to comply with SANS 10400 XA

The drawings provide a guideline to the type of shopfront and window systems that are to be designed by the *Contractor*. (See also Part 2.2 of this document; design by contractor)

4.2.8 Partitions

Fire rating certificate to be provided.

4.2.9 Protection of works

The *Contractor* shall provide all necessary dust sheets, hoarding, etc. and shall exercise all necessary care to prevent marking surfaces, walls, floors, glass, electrical fittings, etc. and shall keep all parts of the works perfectly clean and free at all times from spotting, accumulation of rubbish, debris of dirt arising from the operations. Any surface disfigured or otherwise damaged shall be completely renovated or replaced as necessary by the Contractor at his own expense to the Supervisor's approval. The premises shall be left clean and fit for occupation after the work.

4.2.10 Demolition

The *Contractor* shall carefully remove, clean, and store material that has been demolished for re-use in the construction works. Any floors, walls, and surfaces damaged shall be made good by the *Contractor*.

4.3 Electrical Works

4.3.1 Executive Overview

The Electrical Lighting and Power scope of work covers, but is not limited to the following:

Electrical Site Works

- 4.3.1.1 Design, Supply, Installation, Test, Commissioning and issuing Certificate of Compliance for Low voltage equipment, e.g. sockets (normal power and emergency power), isolators, power skirting, circuit breaker, etc.
- 4.3.1.2 Approval of installation design by the Professional Engineer registered with the Engineering Council of South Africa (ECSA)
- 4.3.1.3 Provide the Employer with the As-builts drawings of the installation signed and approved by the Professional Engineer registered with the Engineering Council of South Africa (ECSA).
- 4.3.1.4 Contractor shall submit the following drawings/calculations signed and approved by the Professional Engineer registered with the Engineering Council of South Africa:
 - A single line of the distribution board,
 - Small Power (Normal and Emergency Power Sockets) layout
 - Lighting layout
 - Fault current calculation to the distribution board
 - Voltage drop calculation to all new circuits from the distribution board

4.3.2 Standard of Work, Equipment, and Materials

1. The electrical installation shall conform to the requirements of the latest edition and amendments of SANS 10142 – 1 Code of Practice for the Wiring of Premises and any additional requirements thereto, described in this specification.
2. The contractor shall provide a valid LV wireman's license before commencement
3. All equipment and material used shall be of high quality and the work shall be of a high

standard of workmanship carried out by qualified staff under proper supervision by experienced and competent officers.

4. All equipment and material shall comply with the relevant National or International standard specification. Where equipment does not comply it shall be submitted to the *Employer* for approval before installation.
5. All installation, testing, and terminations must be approved by the *Employer* prior to commissioning.

4.3.3 Particular specifications

The following publications and specifications (latest edition) shall apply:

CODES OF PRACTICE

SANS Specifications (latest editions)	
SANS 10313	Code of Practice for Protection of Buildings against Lightning
SANS 10064:	Code of Practice for the Preparation of Steel Flush for Coating
OHS Act, 1993	Occupational Health and Safety Act (Electrical Installation regulations)
SANS 10142-1	Code of Practice for the Wiring of Premises Part 1: Low-voltage installations and including 3 000 kW installed capacity
SANS 1019	The design and Installation of Earth Electrodes
SANS 1063:2010	Earth Rods, couplers, and connections
SANS 62305-4	Protection against lightning Electrical and Electronic systems within structures
SANS 152	Low Voltage Air Break Switches, Connectors, Switch Disconnectors, Fuse Combination Units
SANS 1253:2016	Fire Door and Fire Shutter design and installation
SANS 156	Moulded Case Circuit Breakers
SANS 6069-2-1	Wall and Appliance Switches
SANS 60269:	Low Voltage Fuses
SANS 61008-1	Earth Leakage Protection Units
SANS 1091	National Colour Standards for Paints
SANS 1180	Electrical Distribution Boards

SANS 1507	Electric Cables with Extruded Solid Dielectric Installation for Fixed Installations
SANS 1973	Low Voltage Switchgear

4.4 Mechanical Engineering and Fire Protection)

4.4.1 Scope Of Work

- a) This specification covers the design, supply, delivery, installation and commissioning, testing, and handing over in complete working order ready for immediate use of the HVAC and Fire Protection.
- b) Principal Items of work include:
 - The supply, delivery, installation, and commissioning of Fire Extinguishers under SANS 10400T.
 - Modification of sprinkler positioning to suit floor design layout.
 - Modification of existing HVAC ducting to suit the floor design layout and provide the HVAC layout drawing.
 - Commissioning and testing of the installations herein specified.

4.4.2 Materials And Workmanship

- a) The contract works shall be executed under the specified standards and level of workmanship, to the satisfaction of the Employer.
- b) All materials shall be of the quality specified and the Contractor shall, upon request of the Employer, furnish him with proof to his satisfaction that the materials are of the specified
- c) All materials and equipment used for the installations shall be new and undamaged. The Contractor shall, if requested by the Employer, provide samples of material and equipment for approval. If judged necessary by the Employer, such samples may only be returned after the completion of the installation, in order to ensure that the quality of the installed product is the same as that of the approved sample
- d) Material for which an SABS specification exists, shall be in accordance with such a specification, and shall bear the SABS mark.
- e) For fire protection equipment, all equipment used shall originate from suppliers which have been certified in accordance with SABS ISO 9001 (ISO 9001) or SABS ISO 9002 (ISO 9002) for Quality assurance. Copies of certificates of approval shall be provided by the tenderers with their tenders. Equipment designed to BS 5446, Fire systems for residential premises, or similar other standards, are not acceptable.

4.4.3 Design And Drawings

- a) Design Responsibilities

- The Contractor is responsible for the system design. In the execution of the design, the Contractor is responsible to ensure that:
 - Equipment is positioned and installed in such a way as to ensure proper access for service and maintenance. That all control panels, wiring and components of the electrical installation forming part of this sub-contract comply with all applicable safety codes standards and regulations.
 - The *Contractor* shall comply with all acts of parliament and all regulations and by-laws of local or other authorities having jurisdiction regarding the execution of the works. The *Contractor* shall be responsible for non-Compliance where this results from the System Design.

b) Equipment Supports

- The *Contractor* shall be responsible for the design of supports, stands, hangers suspended platforms for machinery, tanks or other equipment. Where such elements involve major structural design which is beyond the capability of the *Contractor* than these shall be referred to a suitably qualified person for design.

c) Workshop Drawings

- Preparation of complete shop drawings is the responsibility of the *Contractor*. The shop drawings must be prepared on the basis of:
 - The latest drawings regarding co-ordination and layout.

4.4.4 Responsibilities Of The Contractor

a) Sub-Contractors

- Any work which Tenderers intend subcontracting must be listed in the Tender showing the names of the intended Contractor. If these are deemed suitable then no deviation will be permitted without the authorization of the Employer.

b) Ordering of Equipment and Materials

- The *Contractor* shall be responsible to ensure that the project programme is adhered to and that no delays are caused by late deliveries of equipment and materials. All other activities which must proceed with the placing of orders must be taken into account when the *Contractor* schedules his activities.

c) Storage of Materials and Equipment

- The *Contractor* shall be responsible for the proper storage of all materials and equipment on site to ensure protection against the elements, damage by impact, dirt, builder's rubble dust theft etc.

d) Protection of the Works

- The *Contractor* shall programme his work to avoid damage by other Trades and shall be responsible for the protection of the works against such damage until handover to the Client.

e) Accessibility

- The *Contractor* shall plan suitable accessibility for thermometers, gauges, controls, dampers and other devices which require reading adjustment, inspection, repair removal or replacement.

4.4.5 Reference Specification And Standards

- The latest revision of any Specification referred to in this specification, shall be applicable.
- Where a specification or standard is not specifically referred to, it shall be assumed that the relevant SANS, ISO, BSS, DIN or equivalent American standard, listed in order of preference shall apply.
- The SI ("Le Systeme International d' Unites") – Metric System of Units shall apply. Refer to SANS – M33A: The International Metric System: Guide to the use of the SI in South Africa.
- The entire new installation shall be carried out in accordance with the following standards:

SANS Specifications (latest editions)	
SANS 10400	The Application of the National Building Regulations
SANS 347:2012	Categorisation and Conformity Assessment Criteria for all Pressure Equipment
SANS 62	Steel pipes - Part 1 and 2
SANS 10142	Code of Practice for the Wiring of Premises
SANS 1424	Filters for use in Air-conditioning and General Ventilation

Other Specifications	
API 5L	Welded and Seamless pipe
ASTM A153	Standard Specification for Zinc Coating (Hot Dip) on Iron and Steel Hardware
Government Notice	Pressure Equipment Regulations, 2009

	The General Electrical Specification for the Provincial Administration of the Republic of South Africa Part 2E
	The Municipal Fire Regulations.
	The Municipal by laws and any special requirements of the Supply Activities of the area or district concerned.
	The Occupational Health and Safety Act No 85 of 1993

4.4.6 Mechanical Equipment

- The mechanical equipment designed, supplied and installed by the Contractor shall comply with the requirements set out in this document as well as all relevant SANS requirements.
- a) **Air-conditioning split units**
 - Each unit shall be selected in accordance with the manufacturer's recommendations to be capable of passing the specified air quantity without creating excessive resistance, noise or local draughts.

4.4.7 Fire Protection System

a) Equipment

- Material for which an SABS specification exists, shall be in accordance with such a specification, and shall bear the SABS mark.
- All equipment used shall originate from suppliers which have been certified in accordance with SABS ISO 9001 (ISO 9001) or SABS ISO 9002 (ISO 9002) for Quality assurance. Copies of certificates of approval shall be provided by the tenderers with their tenders.
- Equipment designed to BS 5446, Fire systems for residential premises, or similar other standards, are not acceptable.

b) Fire Hose Reels

- The fire hose reels shall rotate around a spindle, consist of five discs with a maximum diameter of not more than 700mm and inside drum with a minimum diameter of not less than 200mm. the hose reels shall comply with the latest edition of the SANS 543 standard.
- The hose shall be semi-rigid, of nominal bore 20mm and shall be 30m long. The hose shall comply with the latest editions of the EN 694, EN 854, SANS 1086 and SANS 2398 standards.
- The hose shall terminate in a shut-off nozzle which shall have the following settings:

- Shut
- Spray
- Jet
- All hose reels shall be fitted with a manual inlet stop valve.

c) **Portable Fire Extinguishers**

- The portable fire extinguishers shall be 5Kg and 9Kg carbon dioxide extinguishers with an aluminium casing and shall comply with the latest edition of the SANS 1567 standard.
- The total mass of the fully equipped, fully charged extinguisher (excluding the bracket) shall not exceed 23Kg and shall be equal to that marked on the extinguisher with a maximum tolerance allowed of $\pm 5\%$.
- All plastics components used in the extinguisher shall comply with the latest edition of the EN 3-8: 2006 standard. However, no components under working pressure shall be manufactured from plastics materials.
- The extinguishers shall be equipped with a discharge hose assembly of minimum length of 400mm.
- All discharge horns shall comply with the latest edition of the EN 3-7 standard.
- The extinguishers shall be fitted with a handgrip on the discharge horn constructed of a thermally insulated material that will protect the operator's hand from the freezing effects of the discharge.
- The extinguishers shall have suitable handles for carrying purposes as well as fittings and brackets that shall enable them to be effectively mounted and allow easy removal from the bracket.

4.4.8 **Testing, Commissioning & Balancing**

- The testing of the systems shall be done in the presence and to the satisfaction of an authorised representative of the Employer. The test results shall be forwarded to the Project Manager for acceptance.
- Commissioning shall be done by an ECSA registered Professional Engineer who shall be provided by the *Contractor*. The Engineer provided shall have reasonable experience in the commissioning of similar types of systems.

4.4.9 **Operating & Maintenance Manuals**

- a) Sets of Operating and Maintenance Manuals shall be provided by the *Contractor*.

- b) Plant schematic and wiring diagrams shall be the latest revision.
- c) A concept copy of the Operating Manual(s) shall be submitted to the Employer, at least two (2) weeks prior to the anticipated first hand-over of the installation, for scrutiny and possible amendment.
- d) Operating and Maintenance Manuals shall consist of the following sections:

- Descriptive Information

This section shall comprise at least the following:

- General Description
- Design Parameters
- Installed Capacities
- Principal Components
- Electrical Board Schematics
- Control Schematics

- Equipment Data Comprising

This section shall comprise at least the following:

- Equipment Designation
- Manufacturer and Model
- Size and Rating
- Pressure, Speed and Temperature Limitations
- Manufactures Local Representative.

- Operating Instructions

Complete instructions for all equipment including:

- Starting and Stopping Procedures.
- Seasonal Adjustments.
- Normal Operation and Tripped Conditions.
- Logs and Records to be kept.

- Inspection and Maintenance

- Inspection Schedules and Checklist.
- Routine Replacements, Adjustments and Calibrating.
- Routine Cleaning, Painting and Protection.
- Inspection and Maintenance Logs and Records to be kept.

- Reference Documents

Reference documents to include:

- Tender Specification & Drawing List
- As built Record Drawings
- Test Reports
- Commissioning Reports

- Equipment: Manufacturers Data

This part of the Manual shall consist of manufacturer's data including:

- Descriptive Literature
 - Catalogue Cuts, Brochures or Shop Drawings
 - Dimensioned Drawings
 - Materials of Construction
 - Parts Designations
- Operating Characteristics
 - Performance Tables and Charts
 - Performance Curves
 - Pressure, Temperature, and Speed Limitations
 - Safety Devices
- Operating Instructions
 - Pre-start Checklist
 - Start-up Procedures
 - Inspection during Operation
 - Adjustment and Regulation
 - Testing
 - Detection of Malfunction
 - Precautions
- Inspection Instructions and Procedures
 - Normal and Abnormal Operating Temperature, Pressure and Speed Limits.
 - Schedule and Manner of Operation
 - Detection Signals

- Maintenance Instructions and Procedures
 - Schedule of Routine Maintenance.
 - Procedures.
 - Troubleshooting Chart.
- Parts List
- Service Contract

4.4.10 Guarantee

- a) The selected subcontractor shall guarantee the materials, apparatus and workmanship delivered and installed by him. The guarantee shall be valid for a period of twelve months starting on the date when the practical completion certificate is issued, the complete installation shall be guaranteed against defects as a result of patent and latent defects of the apparatus, as well as against faulty materials and workmanship. Fair wear and tear is excluded from the guarantee.
- b) The guarantee shall provide all parts, spares and appurtenances which become defective during the guarantee period, to be replaced free of charge to the client. All costs of labour, out-of-town town allowances, materials and transportation required to replace such part of a defective installation shall be borne by the selected subcontractor and shall be included in his guarantee. The selected subcontractor shall cede to the client the remainder of any equipment guarantee which he has received from his suppliers and which may extend beyond the period of twelve months mentioned herein.
 - c) Where certain equipment have supplier's standard guarantee clauses of which do not correspond with the guarantee clause 22.1 the selected subcontractor shall allow in the tender price for the extensions of guarantees and additional charges thereof, in order to comply with guarantee clause.

4.5 Structural Engineering

1.2.1. Concrete, Formwork and Reinforcement

This section covers the construction of all new works and alterations associated with concrete works required

Particular specifications for concrete

The following specifications shall apply:

NB: All in situ concrete work (mass and reinforced) shall comply with SANS Specification 1200G ("8 Measurement and Payment" is not applicable) supplemented by the clauses in this section. Where SANS Specification 1200G and the clauses in this section conflict the clauses in this section shall take precedence.

Also the "Model Preambles for Trades" as recommended and published by the Association of South African Quantity Surveyors, 1999 Edition, shall be read in conjunction with and shall apply to all items in the Bill of Quantities not covered by the 'SANS Standardised Specifications' SANS 1200 Series

Where the term "plain concrete" appears in SANS Specification 1200G it shall be read as "mass concrete".

SANS Specifications (latest editions)	
SANS 1200 G	Concrete
SANS 2001: CC1	Construction Works: Concrete Works (Structural)
SANS 1083: 2006	Aggregates from natural sources
SANS 10100-2:2000	The Structural use of concrete – Part 2: Materials and execution of work
SANS 50197-1:2000	Cement – composition, specifications and conformity criteria. Part 1: Common cements
SANS 1491-1:2005	Portland cement extenders – Part 1 Ground granulated blast furnace slag
SANS 1491-2:2005	Portland cement extenders – Part 2 Fly ash
SANS 1491-3:2006	Portland cement extenders – Part 3 Condensed Silica Fume
S437 (Transnet)	Concrete Pavement

4.6 Wet Services (Potable and sewer reticulation, including polyethylene back-up water storage tank) or equivalent approved by Transnet

- **Water back-up tank should be place on top of concrete plantform approve by the Engineer**
- **Supply and install-+ 1000L water back –up tank accordance with Transnet Property approval**

5 List Of Drawings

5.1 Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

Note: Some drawings may contain both Works Information and Site Information.

Description		
Drawing No.	Revision	Description

SECTION 2

6 Management and start up

6.1 Management meetings

Regular meetings of a general nature may be convened and chaired by the *Employer* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Monthly	TBA	<i>Project Manager</i> (and appropriate delegates) and <i>Contractor</i> (appropriate key persons)
Overall contract progress and feedback	Monthly	TBA	<i>Project Manager</i> (and appropriate delegates) and <i>Contractor</i> (appropriate key persons)
SHE meetings	Monthly	TBA	Project Manager (and appropriate delegates) and <i>Contractor</i> (appropriate key persons)

Meetings of a specialist nature may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *works*. Records of these meetings are to be submitted to the *Project Manager* by the person convening the meeting within five days of the meeting.

All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or registers are not to be used to confirm actions or instructions under the contract as these are to be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

6.2 Documentation Control

In undertaking the 'Works' all documentation and data prepared and submitted by the *Consultant* shall conform and adhere to the requirements of:-

- 'Documentation Submittal Requirements' Standard (DOC-STD-0001) included in Annexure 01
- Programme CAD Standards (ENG-STD-0001) Annexure 02

Note:

A 'Starter Kit' containing the standard Project drawing templates shall only be issued upon Contract Award in electronic 'native' format under cover of the Project Transmittal Note.

Each supplier of documentation and data to the Project is responsible for ensuring that all documentation and data submitted conforms to the Project Standards and data Quality requirements in terms of numbering, uniqueness, quality, accuracy, format, completeness and currency of information. Data not meeting the Project Standards and data Quality requirements will be cause for rejection and returned to the Consultant for corrective action and re-submission.

Should any change be made to documentation or data, which has already been submitted to the Project, then new or revised documentation or data shall be issued to replace the outdated information.

All drawings supplied shall comply with the Programme CAD Standards, i.e. ENG-STD-0001.

It is the responsibility of all Project Participants undertaking work on the Project to ensure they obtain and comply with the relevant requirements to suit their deliverables and Scope of Work.

The *Consultant* is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure are in place to support the electronic transmission of documentation.

Electronic files submitted to the Project shall be clear of known viruses and extraneous "macros". The supplier of documentation is required to have, at all times, the latest generation of virus protection software and up-to-date virus definitions.

All documentation and data created for the Project shall be numbered and named according to the TCP Codification Procedure. Such numbering is only available from the Project's Document Control Group.

The *Consultant* shall, before acceptance of a Purchase Order/Contract, determine that he can satisfy the requirements for documentation and data as specified within the standards, i.e. DOC-STD-0001: 'Contractor Documentation Submittal Requirements' and ENG-STD-0001: Programme CAD Standards.

The *Consultant* shall be responsible for the supply of all Sub-Supplier/Consultant/Manufacturer, etc. documentation and data related to their package of work, and shall ensure that these Sub-Suppliers can supply the necessary documentation and data in the required time-frame and quality as outlined in the specified standards before awarding sub-orders.

The required format of documentation and data shall as a minimum be as follows:-

- Pre-Construction – Hard Copy (full size), PDF and 'Native' file format
- Construction – Hard Copy (full size), PDF and 'Native' file format
- Red Lined – Hard Copy (full size) and PDF format
- Certified As-Built/Final – Hard Copy (full size), PDF and 'Native' file format

The required number of copies of documentation and data shall be specified in the '*Contractor Documentation Schedule*' (CDS). The required number of copies shall as a minimum be four (4) hard copies, with the corresponding PDF and 'Native' file formats upon final submission, unless otherwise specified in the '*Contractor Documentation Schedule*' (CDS).

The *Consultant* shall apply "wet signatures" to the original Documentation before scanning the signed original and prior to formal submission to the Project.

Final issues of all documentation shall be supplied to the Project in "wet signature" format along with the associated corresponding electronic 'native files' and PDF renditions.

The *Consultant* shall ensure adequate resources are available to manage and execute the Document Control function as per the requirements of the Project.

The *Consultant* shall retain copies of all documentation issued in connection with the Project for a minimum period of five years after the completion of the Construction Phase of the Project.

6.3 Safety risk management

6.3.1 Classification and Registration of Personnel

All personnel shall be classified as either occupationally exposed persons or non-occupationally exposed persons according to the definitions and requirements in Sections 8.2 of Annexure D. The *Contractor* shall ensure the full registration procedures are adhered to.

6.3.2 Personnel Protective Measures Shall include:

- Area Designation and Signposting
- Access/Egress Control
- Personal protective Equipment Personnel Monitoring and Decontamination
- Contamination Control in the Workplace
- Prohibited Practices
 - Eating, drinking and smoking.
 - Storage of food, beverages, cigarettes inside the shed
 - Entering shed with open wound and minor cuts and abrasions etc.
- Records
- Health Records
- Training records
- Dose Register
- Personal Medical Files.
- Retention of Records and retention period.

Self-Risk Assessments

- It shall be the responsibility of the *Contractor's* Safety Officer to ensure that all employees are familiar with performing Self Risk Assessments which shall be performed prior to starting any job. Self-Risk Assessments should not take longer than three minutes to perform. It shall be the responsibility of the Site Supervisor to ensure that Self Risk Assessments become a way of life and are carried out before commencing work.

The question the employee must ask himself:

- What work am I about to do?
- Are the tools and equipment I am using correct for the job?
- Is the work I am about to perform is safe?
- If not safe, what actions must I take to make it safe?
- What precautions must I take to prevent injury to myself or my colleagues?

Self-Risk Assessments shall be carried out when:

- Starting a new job.

- At the start of the shift.
- After tea or lunch breaks.
- When the work routine changes or area of work changes.

Reminders

- The Site Supervisor shall remind all employees at the end of the Tool Box Talks to perform Self Risk Assessments before commencing work.
- The Self Risk Assessment is meant to create an awareness of the work area and surrounding conditions that may influence safety and working conditions at the workplace.

Toolbox Talks

- Before commencement of any work on-site each day, the *Contractor's* Supervisor shall inspect the *Works*; take note of all probable safety and environmental hazards. He shall make amendments to Risk Assessment if required to, and hold Toolbox Talks with all his personnel, explicitly explaining the dangers, environmental, and safety precautions required for that particular area.
- Minutes of the briefing session shall be taken and names of all attendees recorded and signed (by attendees) to be made available to the *Project Manager*.

Health and Safety Requirements

The *Contractor* and his employees shall have valid safety induction and medical certificates from a registered Occupational Health Medical Practitioner when accessing or working on site. Copies of which shall be submitted to the *Project Manager* at the commencement of the contract.

Personal Protective Equipment

The following personal protective equipment shall be worn at the *Works*.

- Full overalls
- Hard hats
- Respirators to protect against inhalation of dust.
- Acceptable Hearing Protection to eliminate the amplified sound, jackhammering or associated concrete breaking/cutting/ equipment
- Provision of Safety Glasses/Goggles whichever offers the better protection against dust entering the eyes.
- Sufficient fresh drinking water to replace body fluids and prevent dehydration.
- All persons working within the site shall wear reflective safety vests.

C2.3. O.H.S. ACT COMPLIANCE

- The terms and conditions contained with-in the O.H.S Act 85 of 1993 and applicable Regulations shall be strictly complied with.
- The *Contractor* shall ensure that all staff on site has a valid Medical Certificate from a Registered Occupational Health Medical Practitioner.
- The *Contractor* shall ensure that all staff has the relevant P.P.E including reflective vests for visibility and that such P.P.E is in good condition and is worn as appropriate.
- Any person found contravening these provisions may be removed from site. Continued breach of these regulations may result in action being taken against the *Contractor*.

The following additional Risks have been identified:

- Construction activity will be in an operational mall – A dedicated entry and exit point to the *Works* area must be demarcated and signposted
- The wearing of appropriate Personal Protective Equipment is compulsory.
- Controlled entry into the *Works* to prevent entry by authorized persons.

The above risks must be included in the Risk Assessment and included in the Daily Toolbox talks.

The *Contractor* must take cognisance of the following site conditions:

- All persons entering and working within the construction area must wear the correct Personal Protective Equipment for the site conditions and reflective vests.

6.4 Environmental constraints and management

6.4.1 The *Contractor* complies with the following ENV-STD-002 Rev02 (SES):

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.

Waste Management Objective

To ensure that all waste generated during construction and commissioning of the facilities is properly disposed of.

The *Contractor* is responsible for the removal from Site of all waste generated through the *Contractor's* activities. The *Contractor* shall ensure that all waste is removed to appropriate licensed waste management facilities.

6.5 Quality assurance requirements

6.5.1 The *Contractor's* Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the *Project Manager*).

6.5.2 The Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resources allocation, QA and Quality Control co-ordination activities to ensure that the *works* meet the standards stated in the *Works* Information.

6.6 Programming constraints

6.6.1 General

The Contract programme, progress reports, subsequent updates, revisions and supplementary programmes as detailed in this section are an essential part of the project control system used by the *Employer* for managing the *Works* and in monitoring the progress of the work under the Contract. Key Dates and Completion Dates as defined in the Contract Data are incorporated into the programme.

The *Contractor's* Detailed Programme, which complies with the requirements as indicated in the *Works* Information, shall be submitted to the Project Manager prior to commencement of works.

6.6.2 Progress monitoring and review

Monitoring and review of the progress of work under the Contract shall consist of an assessment of all activities currently in progress. The following shall be determined:

- percentage complete;
- forecast completion date;
- deviations from the baseline programme; and
- actions required to remedy any deviations.

Weekly progress assessment shall be conducted by the *Contractor* to assist with control of the work under the Contract. The *Contractor* shall provide this information upon request from the *Project Manager*; however any identified deviations shall be automatically reported to the *Project Manager*.

6.7 Contractor's management, supervision and key people

6.7.1 The *Contractor* provides an Organogram of all his key people (both as required by the *Employer* and as independently stated by the *Contractor* under Contract Data Part Two).

6.8 Insurance provided by the Employer

The insurance provided by the *Employer* with the applicable limits and deductibles required by the *conditions of contract* (if any) is given in the Contract Data. The *Employer's* insurance is applicable to work undertaken on the site only, and the *Contractor* provides insurance for the *Works* for the period up to delivery to the site. This includes insurance during transit and off loading at the site.

The *Employer* advises that the following exclusions apply to the insurance which the *Employer* provides for Loss of or damage to the *Works*, Plant and Materials:

1. Loss of monies or the like;
2. Aircraft, waterborne vessels or craft;
3. Losses discovered by taking of routine inventory;
4. Defective workmanship / defective design, re-design betterment or improvement;
5. Consequential loss;
6. Delay damages or penalties for delay;
7. Guarantees for performance or efficiency;
8. Air transit outside territorial limits;
9. Ocean transit or whilst in storage thereafter (unless inspected by an independent third party after off-loading);
10. Maintenance and/or low performance damages;
11. Defects;
12. Wear, tear or gradual deterioration;
13. Electrical and mechanical breakdown or explosion to Plant after Completion tests have been satisfied;
14. Damage to any property insured due to ingress of mud, silt, water, debris unless pipe ends have been sealed at the end of each working day; and
15. Damage to any property exposed or in excess of 10,000 metres of open trench.

The *Employer* advises that the following exclusions apply to the insurance which the *Employer* provides for Liability for loss of or damage to property (except the *Works*, Plant and 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:

1. Death or injury to the *Contractor's* employees;
2. Motor vehicle cover;
3. Aircraft / watercraft ownership cover;
4. Delay damages or penalties for delay;
5. Guarantees for performance or efficiency;
6. Defective workmanship;
7. Gradual pollution and contamination;
8. Vibration cover;
9. Contractual liabilities;
10. SASRIA risks (inter alia riot, strike, political malicious damage)
11. Punitive damages;
12. War, nuclear risks; and
13. Removal of support in excess of R5,000,000

Where the *Works* involve the assembly, erection and installation of Plant, the *Contractor* declares the full replacement value and not the value included in the NEC3 contract.

The *Contractor* liaises with the *Employer* and the *Project Manager* when a claim is made and assists in completing the Claims Advice Form.

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

6.9 Contract change management

6.9.1 No additional requirements apply to ECC Clause 60 series.

6.10 Provision of bonds and guarantees

6.10.1 The form in which a bond or guarantee required by the conditions of contract (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

6.10.2 The *Contractor* provides a bond or guarantee as required by the conditions of contract concurrently with the execution by the Parties of the form of agreement for the ECC contract.

The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Project Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* shall not affect the *Employer's* right to termination stated in this contract.

7 Procurement

7.1 Code of Conduct

Transnet aims to achieve the best value for money when buying or selling goods and obtaining services. This however must be done openly and fairly that supports and drives a competitive economy. Underpinning our process are several acts and policies that any Contractor dealing with Transnet must understand and support. These are:

- The Transnet Procurement Procedures Manual (PPM);
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive, and cost-effective;
- The Public Finance Management Act (PFMA);
- The Broad-Based Black Economic Empowerment Act (B-BBEE); and
- The Anti-Corruption Act.

This code of conduct has been included in this contract to formally apprise Transnet Contractors of Transnet's expectations regarding the behavior and conduct of its Contractors.

Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices

Transnet is in the process of transforming itself into a self-sustaining State Owned Enterprise, actively competing in the logistics industry. We aim to become a world-class, profitable, logistics organization. As such, our transformation is focused on adopting a performance culture and adopting behaviours that will enable this transformation.

1. *Transnet will not participate in corrupt practices and therefore expects its Contractors to act similarly.*

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our Contractors.
- Employees must not accept or request money or anything of value, directly or indirectly, to:
 - Illegally influence their judgment or conduct to ensure the desired outcome of a sourcing activity;
 - Win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
 - Gain an improper advantage.
- There may be times when a Contractor is confronted with fraudulent or corrupt behavior of Transnet employees. We expect our Contractors to use our “Tip-offs Anonymous” Hot line to report these acts. (0800 003 056).

2. *Transnet is firmly committed to the ideas of free and competitive enterprise.*

- Contractors are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.
- Transnet does not engage with non-value adding agents or representatives solely to increase B-BBEE spend (fronting)

3. *Transnet’s relationship with Contractors requires us to clearly define requirements, exchange information and share mutual benefits.*

- Generally, Contractors have their own business standards and regulations. Although Transnet cannot control the actions of our Contractors, we will not tolerate any illegal activities. These include, but are not limited to:
 - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc.);
 - Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, B-BBEE status, etc.);
 - Corrupt activities listed above; and

- Harassment, intimidation or other aggressive actions towards Transnet employees.
- Contractors must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the Contractor is expected to participate in an honest and straight forward manner.
- Contractors must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflicts of Interest

1. *A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet.*
 - Doing business with family members
 - Having a financial interest in another company in our industry.

7.2 The Contractor's Invoices

- 7.2.1 When the *Project Manager* certifies payment (see ECC Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.
- 7.2.2 The invoice must correspond to the *Project Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.
- 7.2.3 The invoice states the following:
 - Invoice addressed to Transnet SOC Ltd;
 - Transnet SOC Limited's VAT No: 4720103177;
 - Invoice number;
 - The *Contractor's* VAT Number; and
 - The Contract number.The invoice contains the supporting detail.
- 7.2.4 The invoice is presented either by email or by hand delivery.
- 7.2.5 Invoices submitted by post are addressed to:
 - Transnet Property**
 - 9 Country Estate Drive**
 - Waterfall Business Estate**
 - Midrand**
 - 1662**
 - For the attention of The Project Manager, Transnet Property
- 7.2.6 Invoices submitted by hand are presented to:

Transnet Property

9 Country Estate Drive
Waterfall Business Estate
Midrand
1662

For the attention of The Contract Administrator, Transnet Capital Projects

7.2.7 The invoice is presented as an original.

7.3 People

7.3.1 Minimum requirements of people employed on the Site

The *Contractor* shall ensure that all his people on the site work under the South African Basic Conditions of Employment Act, 75 of 1997 and the Basic Conditions of Employment Amendment Act, 11 of 2002, irrespective of being a local or overseas employee.

The *Contractor* shall ensure that all the necessary work permits are obtained and available for his overseas employees on the site.

7.3.2 The *Contractor* complies with the following PIRPMP.

7.3.2.1 CONTRACTOR LIABILITY

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

2. INDUSTRIAL ACTION BY CONTRACTOR EMPLOYEES

- 2.1. In the event of any industrial action by the Contractor's employees, the Contractor is required to provide competent contingency resources permitted in law to carry out any of the duties that are or could potentially be interrupted by industrial action in delivering the Service.
- 2.2. The Contractor warrants that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the Contractor's employees.
- 2.3. In the event of any industrial action by the Contractor's employees, the Contractor is obliged:
 - 2.3.1. To prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action an Industrial Action Report. If the industrial action persists the Contractor is required to deliver the report at 8h30 each day.
 - 2.3.2. The Industrial Action Report must provide at least the following information:
 - 2.3.2.1. The industrial incident report,
 - 2.3.2.2. Attendance register,
 - 2.3.2.3. Productivity/progress to schedule reports,
 - 2.3.2.4. Operational contingency plan,
 - 2.3.2.5. Site security report,
 - 2.3.2.6. Industrial action intelligence gathered.
 - 2.3.3. The final Industrial Action Report is to be delivered 24 hours after the finalization of the industrial action.
 - 2.3.4. The management of the Contractor is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action, settlement of the industrial action, security issues, and the impact on delivery under the contract.
- 2.4. The resolution of any disputes or industrial action by the Contractor's employees is the sole responsibility of the Contractor.
- 2.5. Access to Transnet premises by the Contractor and its employees is only provided for purposes of the Contractor delivering its services to Transnet. Should the Contractor and its employees not, for any reason, be capable of delivering its services Transnet is entitled to restrict or deny access onto its premises and unless otherwise authorized; such person will be deemed to be trespassing.

7.3.3 The *Contractor* performs the *works* having due regard to the PLA that are negotiated between the *Employer* and the appropriate trade unions on this contract.

7.3.4 The *Contractor* complies with the requirements of the IRCC involving the engineering construction *Contractors* engaged (including all future *Contractors*) by the *Employer*.

7.3.5 The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* concerning IR issues are stated in the paragraphs following:

The PIRM is responsible for ensuring that the Contractor complies with the PIRPMP. The PIRM acts on behalf of the *Project Manager*.

7.3.6 The PIRM specific tasks are:

- To complete the PLA before the Contract Date; and
- To assign specific duties to the PSIRM.

7.3.7 The PSIRM is responsible for IR (to include the PLA) on the Site and Working Areas and reports to the *Project Manager*.

7.3.8 The SIRM is responsible, *inter alia*, for day-to-day IR on the Site and Working Areas through the implementation of the PIRPMP. The SIRM reports directly to the PSIRM and the *Project Manager*.

7.3.9 The SIRM specific tasks are:

- To liaise with the Contractor prior to the commencement of construction activities (as per the Contractor's programme accepted by the Project Manager) with respect to IR issues under the SIP.

7.3.10 B-BBEE and preferencing scheme

Points will be awarded to tenderers based on preferencing using the balanced Department of Trade and Industry (DTI) scorecard. The application of the Broad-Based Black Economic Empowerment recognition levels and score preferencing points are as follows:

Contribution Level	Qualification Points on the generic scorecard	Broad-Based BEE Recognition Level	Preferencing Points Scored
Level 1	Greater than or equal to 100 points	135%	20
Level 2	Greater than or equal to 95 points but less than 100 points	125%	18
Level 3	Greater than or equal to 90 points but less than 95 points	110%	16
Level 4	Greater than or equal to 80 points but less than 90 points	100%	12
Level 5	Greater than or equal to 75 points but less than 80 points	80%	8
Level 6	Greater than or equal to 70 points but less than 75 points	60%	6

Level 7	Greater than or equal to 55 points but less than 70 points	50%	4
Level 8	Greater than or equal to 40 points but less than 55 points	10%	2
Level 9	Less than 40 points	0%	0

On the basis the tenderer with a B-BBEE recognition level of 135% will achieve 20 points, and the points will be allocated accordingly on a pro-rata basis as per the table above.

In addition to the above, provision is made for the case where a tenderer has greater than 50% black ownership. In this instance, provided the requisite documentary evidence is supplied, the tenderer will then be awarded preference points one level above that awarded based on the DTI scorecard. For example, a tenderer with > 50% black ownership obtaining a Level 6 contribution equating to 6 points will be awarded 8 preferencing points (Level 5).

Tenderers claiming Preference Points must submit together with the tender document their generic scorecard, evaluated by an independent accreditation agency. Transnet therefore requires tenderers to have been accredited by one of the various Accreditation Agencies in accordance with the latest relevant Codes of Practice applicable not more than 3 months prior to the date of tender. Should the B-BBEE rating not be provided, Transnet reserves the right to award no points. Transnet also reserves the right to carry out an independent audit of the tenderers scorecard components at any stage from the date of close of the tenders until completion of the contract.

Tenderers with no accreditation will score zero points for preferencing.

7.4 Subcontracting

7.4.1 Preferred subcontractors

The *Contractor* shall submit his schedule of proposed sub-*Contractors* for the acceptance of the *Project Manager* prior to their appointment. This list shall not deviate from the tender schedule of proposed sub-*Contractors*, unless discussed with, and accepted by, the *Project Manager*.

7.4.2 Where the *Contractor* employs a Subcontractor who constructs or installs part of the *works* or who supplies Plant and Materials for incorporation into the *works* which involves a Subcontractor operating on the Site and/or Working Areas, then the *Contractor* ensures that any such Subcontractor complies with the CEMP, SES and PES (described under paragraph 2.4 of the *Works Information*) as appropriate and that the subcontract documentation places back-to-back obligations on the Subcontractor which reflect the *Contractor's* obligations under the CEMP, SES and PES, all within the *Contractor's* Quality Management System as per paragraph 2.5 of the *Works Information*.

7.4.3 Where the *Contractor* employs a Subcontractor who constructs or installs part of the *works* or who supplies Plant and Materials for incorporation into the *works* which involves a Subcontractor operating on the Site and/or Working Areas, then the *Contractor* ensures that any such Subcontractor complies with the PIRPMP (described under paragraph 4.1.1 of the *Works Information*) as appropriate and that the subcontract documentation places back-to-back obligations on the Subcontractor which reflect the *Contractor's* obligations under the PIRPMP, all within the *Contractor's* Quality Management System as per paragraph 2.5 of the **Works Information**.

7.4.4 Limitations on subcontracting

The *Contractor* shall not appoint or bring sub-*Contractors* onto site without the prior approval of the *Project Manager*, and all sub-*Contractors* will be required to conform to the requirements as set out herein as if they were employees of the *Contractor*.

The *Contractor* shall not deviate from the approved sub-*Contractors* list without prior approval of the *Project Manager*.

7.4.5 Attendance on Subcontractors

The *Contractor* shall ensure that the quality assurance requirements placed on him under this Contract are transferred into any subcontracts.

Quality system requirements shall be applied on all subcontracts to the point where the acceptability of supplies can be demonstrated solely by the conduct of inspection and/or examination of goods upon receipt at the designated point of delivery.

The *Contractor* must notify the *Project Manager* of all inspections at his sub-*Contractors* at least 3 working days in advance of such inspections. The *Contractor* must ensure that his sub-*Contractor* has the relevant quality management plans available at such inspections. The *Supervisor* will give the *Contractor* 24 hour notice in writing of his intention to be present at the inspections.

PART 4: SITE INFORMATION

Core clause 11.2(16) states

"Site Information is information which

- describes the Site and its surroundings and
- is in the documents which the Contract Data states it is in."

In Contract Data, reference has been made to this Part 4 of the contract for the location of Site Information.

The Contractor shall attend the site clarification meeting and acquaint himself with the nature of the works, the conditions under which the work is to be performed, and the means of access to the affected building. Any limitations or other authorities and in general with all matters that may influence that may affect the contract.

1. Description of the Site and its surroundings

1.1. General description

The facility is situated in Matatiele , Eastern Cape

The Site where the refurbishment and upgrade of the station buildings in Matatiele, South Africa. Access to the site required by the contractor must be sought from the project manager.

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

The floor layout plan of the existing building usually provide the necessary information

1.3. Hidden services

The contractor is to provide conduct an inspection and provide as-built drawings showing all hidden services.