



C1.1: Form of Offer & Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

Repairs & Maintenance at ship crew ablution (pitch roof) at the Port of East London

The tenderer, identified in the Offer signature block, has

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

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

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

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

Signature(s)

Name(s)

Capacity

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:



Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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



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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet SOC Ltd

(Insert name and address of organisation)

Name &
signature of
witness

Date



Schedule of Deviations

Note:

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

| No. | Subject | Details |
|-----|---------|---------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |

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

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

For the tenderer:

For the Employer

| | |
|-----------------------------|--|
| Signature | |
| Name | |
| Capacity | |
| On behalf of | <i>(Insert name and address of organisation)</i> |
| Name & signature of witness | Transnet SOC Ltd |
| Date | |

C1.2 Contract Data

Part one - Data provided by the *Employer*

| Clause | Statement | Data |
|--------|---|--|
| 1 | <p>General</p> <p>The <i>conditions of contract</i> are the core clauses and the clauses for main Option</p> | <p>A: Priced contract with activity schedule</p> |
| | <p>dispute resolution Option</p> <p>and secondary Options</p> | <p>W1: Dispute resolution procedure</p> |
| | | <p>X2 Changes in the law</p> <p>X7: Delay damages</p> <p>X16: Retention</p> <p>X18: Limitation of liability</p> <p>Z: <i>Additional conditions of contract</i></p> |
| | <p>of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)</p> | |
| 10.1 | <p>The <i>Employer</i> is:</p> <p>Address</p> | <p>Transnet SOC Ltd (Registration No. 1990/000900/30)</p> <p>Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000</p> <p>Transnet National Port Authority</p> |

| | | |
|----------|--|--|
| | Having elected its Contractual Address for the purposes of this contract as: | 01 Hely Hutchinson Road Quigney East London 5201 |
| 10.1 | The <i>Project Manager</i> is: (Name) Address | Ludwe Matsolo EMD Building,01 Dr Zahn & Nuffield Road Port of East London Westbank, East London, 5200 |
| 10.1 | The <i>Supervisor</i> is: (Name) Address | Thabiso Ntsala EMD Building,01 Dr Zahn & Nuffield Road Port of East London Westbank, East London, 5200 |
| 11.2(13) | The <i>works</i> are | Repairs & Maintenance at Ships Crew Ablution (Pitch Roof) At the Port of East London |
| 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 | TBA |
| 11.2(16) | The Site Information is in | Part C4 |
| 11.2(19) | The Works Information is in | Part C3 |
| 12.2 | The <i>law of the contract</i> is the law of | the Republic of South Africa subject to the jurisdiction of the Courts of South Africa. |
| 13.1 | The <i>language of this contract</i> is | English |
| 13.3 | The <i>period for reply</i> is | 2 weeks |
| 2 | The <i>Contractor's</i> main responsibilities | No additional data is required for this section of the <i>conditions of contract</i>. |
| 3 | Time | |
| 11.2(3) | The <i>completion date</i> for the whole of the <i>works</i> is | Twelve Weeks |
| 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 | 15 July 2026 |

32.2 The *Contractor* submits revised programmes at intervals no **2 weeks** longer than

4 Testing and Defects

42.2 The *defects date* is **26 (twenty-six) weeks after Completion of the whole of the works.**

43.2 The *defect correction period* is **2 weeks**

5 Payment

50.1 The *assessment interval* is **25th (twenty fifth) day of each successive monthly on the month.**

51.1 The *currency of this contract* is **South African Rand.**
the

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 *interest rate* is **the prime lending rate of Standard Bank of South Africa.**

6 Compensation events

60.1(13) The *weather measurements* to be recorded for each calendar month are, **the cumulative rainfall (mm)**

the number of days with rainfall more than 10 mm

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

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

and these measurements:

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

The *Contractor's* Site establishment area

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 | |
| 84.1 | The <i>Employer</i> provides these insurances from the Insurance Table | |
| 1 | Insurance against: | Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability. |
| | Cover / indemnity: | to the extent as stated in the insurance policy for Contract Works / Public Liability |
| | The deductibles are: | as stated in the insurance policy for Contract Works / Public Liability |
| 2 | Insurance against: | Loss of or damage to property (except the <i>works</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability |
| | Cover / indemnity | Is to the extent as stated in the insurance policy for Contract Works / Public Liability |
| | The deductibles are | as stated in the insurance policy for Contract Works / Public Liability |
| 3 | Insurance against: | Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability |
| | Cover / indemnity | Is to the extent as stated in the insurance policy for Contract Works / Public Liability |
| | The deductibles are: | As stated in the insurance policy for Contract Works / Public Liability |
| 4 | Insurance against: | Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon |

Cover / indemnity **Cover / indemnity is to the extent provided by the SASRIA coupon**

The deductibles are **The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.**

Note: **The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."**

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

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

The *Contractor* provides these additional Insurances

- 1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected**
- 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**
- 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**
- 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of**

Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000

5 The insurance coverage referred to in 1, 2, 3, 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*.

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 policy for Contract OR Project Specific Insurance for the contract

9 Termination

There is no additional Contract Data required for this section of the *conditions of contract*.

10 Data for main Option clause

Priced contract with Activity Schedule or Bill of Quantities

No additional data is required for this Option.

| | | |
|------------|--|---|
| 11 | Data for Option W1 | |
| W1.1 | The <i>Adjudicator</i> is | Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>. |
| W1.2(3) | The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is: | The Chairman of the Association of Arbitrators (Southern Africa) the Association of Arbitrators (Southern Africa) |
| W1.4(2) | The <i>tribunal</i> is: | Arbitration |
| W1.4(5) | The <i>arbitration procedure</i> is | The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa) |
| | The place where arbitration is to be held is | South Africa |
| | The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is | The Chairman of the Association of Arbitrators (Southern Africa) |
| 12 | Data for secondary Option clauses | |
| X1 | Price adjustment for inflation | |
| X1.1(a) | The <i>base date</i> for indices is | Nil |
| | | *Statistical release P0151 – Contract Price Adjustment Provisions (CPAP) Work Group and Selected Materials Indices |
| X2 | Changes in the law | No additional data is required for this Option |
| X7 | Delay damages | |
| X7.1 | Delay damages for Completion of the whole of the <i>works</i> are | To be equated to the actual monetary loss of Transnet per day |
| X16 | Retention | |

| | | |
|-------------|--|--|
| X16.1 | The retention free amount is | Nil |
| | The retention percentage is | 10% on all payments certified. |
| X18 | Limitation of liability | |
| X18.1 | The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to: | Nil The deductible of the relevant insurance policy |
| X18.2 | For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to: | The cost of correcting the Defect |
| X18.3 | The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to: | The Total of the Prices |
| X18.4 | The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to: | 1 year after Completion of the whole of the works |
| X18.5 | The <i>end of liability date</i> is | _____ |
| Z | <i>Additional conditions of contract are:</i> | |
| Z3 | Additional clauses relating to Joint Venture | |
| Z3.1 | Insert the additional core clause 27.5 | |
| | 27.5. In the instance that the <i>Contractor</i> is a joint venture, the <i>Contractor</i> shall provide the <i>Employer</i> with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date. | |

The Joint Venture agreement shall contain but not be limited to the following:

- **A brief description of the Contract and the Deliverables;**
- **The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;**
- **The constituent's interests;**
- **A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;**
- **Details of an internal dispute resolution procedure;**
- **Written confirmation by all of the constituents:**
 - i. **of their joint and several liabilities to the *Employer* to Provide the Works;**
 - ii. **identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the *Contractor's* representative;**
 - iii. **Identification of the roles and responsibilities of the constituents to provide the Works.**
- **Financial requirements for the Joint Venture:**
 - iv. **the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;**

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

Z3.2

Insert additional core clause 27.6

27.6. The *Contractor* shall not alter its composition or legal status of the Joint Venture without the prior approval of the *Employer*.

Z4 Additional obligations in respect of Termination

Z4.1

The following will be included under core clause 91.1:

In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and

Under the second main bullet, insert the following additional bullets after the last sub-bullet:

- commenced business rescue proceedings (R22)**
- repudiated this Contract (R23)**

Z4.2 Termination Table

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

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

Z4.3

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

Z5 Right Reserved by the *Employer* to Conduct Vetting through SSA

Z5.1

The *Employer* reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any *Contractor* who has access to National Key Points for the following without limitations:

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

Z6 Additional Clause Relating to Collusion in the Construction Industry

Z6.1 The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to any declared tender rigging including blacklisting.

Z7 Protection of Personal Information Act

Z7.1 The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.

Z8 BBBEE Clauses

Z8.1 **27.2.2.** The *Contractor* shall, for the duration of the Works, comply with the B-BBEE Improvement Plan. The accepted *Contractor's* B-BBEE Improvement Plan, constitutes an offer to perform all its B-BBEE commitments and will constitute a binding agreement.



C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

| Clause | Statement | Data |
|----------|--|------|
| 10.1 | The <i>Contractor</i> is (Name): | |
| | Address | |
| | Tel No. | |
| | Fax No. | |
| 11.2(8) | The <i>direct fee percentage</i> is | % |
| | The <i>subcontracted fee percentage</i> is | % |
| 11.2(18) | The <i>working areas</i> are the Site and | |
| 24.1 | The <i>Contractor's</i> key persons are: | |
| | 1 Name: | |
| | Job: | |
| | Responsibilities: | |
| | Qualifications: | |
| | Experience: | |
| | 2 Name: | |
| | Job | |
| | Responsibilities: | |
| | Qualifications: | |
| | Experience: | |

| | | | | |
|------------|--|---|-------------------------|--------------------|
| | | CV's (and further key persons data including CVs) are appended to Tender Schedule entitled . | | |
| 11.2(14) | The following matters will be included in the Risk Register | | | |
| 31.1 | The programme identified in the Contract Data is | | | |
| A | Priced contract with activity schedule | | | |
| 11.2(20) | The <i>activity schedule</i> is in | | | |
| 11.2(30) | The tendered total of the Prices is | (in figures) (in words), excluding VAT | | |
| A | Priced contract with activity schedule | Data for the Shorter Schedule of Cost Components | | |
| 41 in SSCC | The percentage for people overheads is: | % | | |
| 21 in SSCC | The published list of Equipment is the last edition of the list published by | | | |
| | The percentage for adjustment for Equipment in the published list is | % (state plus or minus) | | |
| 22 in SSCC | The rates of other Equipment are: | Equipment | Size or capacity | Rate |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| 61 in SSCC | The hourly rates for Defined Cost of design outside the Working Areas are | Category of employee | | Hourly rate |
| | | | | |
| | | | | |
| | | | | |



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

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



PART 2: PRICING DATA

| Document reference | Title: Repairs & Maintenance at the Ships Crew Ablution (Pitch Roof) | No of pages |
|--------------------|--|-------------|
| C2.1 | Pricing instructions: Option A | 2 |
| C2.2 | Pricing Schedule | 3 |

C2.1 Pricing Instructions: Option A

1. The *conditions of contract*

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

Clause 11 in NEC3 Engineering and Construction Contract, June 2005, (with amendments June 2006 and April 2013) (ECC) Option A states:

Identified and defined terms

- 11
- 11.2
- (20) The Activity Schedule is the *activity schedule* unless later changed in accordance with this contract.
- (22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.
- (27) The Price for Work Done to Date is the total of the Prices for
- each group of completed activities and
 - each completed activity which is not in a group

A completed activity is one which is without Defects which would either delay or be covered by immediately following work.

(30) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

1.2. Measurement and Payment

- 1.2.1 The Activity Schedule provides the basis of all valuations of the Price for Work Done to Date, payments in multiple currencies, price adjustments for inflation and general progress monitoring.
- 1.2.2 The amount due at each assessment date is based on **completed activities and/or milestones** as indicated on the Activity Schedule.
- 1.2.3 The Activity Schedule work breakdown structure provided by the Contractor is based on the Activity Schedule provided by the Employer. The activities listed by the Employer are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The activity schedule work breakdown structure is compiled to the satisfaction of the Project Manager with any additions and/or amendments deemed necessary.
- 1.2.4 The *Contractor's* detailed Activity Schedule summates back to the Activity Schedule provided by the *Employer* and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.
- 1.2.5 The short descriptions in the Activity Schedule are for identification purposes only. All work described in the Works Information is deemed included in the activities.
- 1.2.6 The Activity Schedule is integrated with the Prices, Accepted Programme and where required the forecast rate of payment schedule.
- 1.2.7 Activities in multiple currencies are separately identified on both the Activity Schedule and the Accepted Programme for each currency.
- 1.2.8 The tendered total of the prices as stated in the Contract Data is obtained from the Activity Schedule summary. The tendered total of the prices includes for all direct and indirect costs, overheads, profits, risks, liabilities and obligations relative to the Contract.

C2.2 Price Schedule

| # | Item Description | Unit | Qty | Rate | Total Price |
|------------|---|----------------|-----|------|-------------|
| 1 | PRELIMINARY & GENERAL | | | | |
| 1.1 | Time Related Items | L/Sum | 1 | | |
| 1.2 | Fixed Items (Contractor to Comply with the Port of East London Health & Safety File) | L/Sum | 1 | | |
| 2 | Demolitions | | | | |
| 2.1 | Paving Blocks | | | | |
| 2.1.1 | Careful removal of 52m ² paving blocks and stockpiling. Clean with water to replace. | L/Sum | 1 | | |
| 2.2 | Removal of Doors & Windows | | | | |
| 2.2.1 | Existing front Meranti Door (813 x 2032 mm), including door frame | ea. | 1 | | |
| 2.2.2 | Existing wooden toilet door sizes | ea. | 4 | | |
| 2.2.3 | Existing wood-framed windows (520 x 550 mm) and make good. | ea. | 8 | | |
| 2.3 | Removal of Sanitary Fittings | | | | |
| 2.3.1 | Existing Cape Stainless steel curved back trough urinal and fittings | ea. | 1 | | |
| 2.3.2 | Existing stainless steel hand wash sinks basins and fittings | ea. | 2 | | |
| 2.3.3 | Existing stainless steel toilet pans, cisterns, and fittings | ea. | 4 | | |
| 2.3.4 | Existing shower heads and taps. | ea. | 6 | | |
| 2.3.5 | Existing hand wash basin mirrors | ea. | 2 | | |
| 2.4 | Plumbing | | | | |
| 2.4.1 | Remove existing 110mm 90-degree toilet steel bends | ea. | 4 | | |
| 2.4.2 | Excavate, expose, and remove 110mm waste steel pipe, 12m Long | L/Sum | 1 | | |
| 2.5 | Tiling | | | | |
| 2.5.1 | Carefully remove all existing wall tiles, adhesives, and grouting materials. (at the urinal area) | m ² | 10 | | |
| 3 | Buildings Works | | | | |
| 3.1 | Supply and Install Doors & windows | | | | |

| | | | | | |
|------------|--|----------------|-----|--|--|
| 3.1.1 | Wooden Meranti F & L Door Ply-Back (813mm x 2032 mm x 40mm), with frame, hinges, and Stainless Steel 3-Lever Lockset | ea. | 1 | | |
| 3.1.2 | Paint the door to match the existing colour | ea. | 1 | | |
| 3.1.3 | Wooden Meranti F & L Door Ply-Back (813mm x 2032 mm x 40mm) toilet door with IW2031 deadlock system, including bathroom door indicators. | ea. | 4 | | |
| 3.1.4 | Paint the bathroom doors to match the existing colour | ea. | 4 | | |
| 3.1.5 | Bronze Aluminium Frame (w = 520, h = 550mm) windows, Obscure Glass. Type PT96 | ea. | 8 | | |
| | | | | | |
| 3.2 | Supply and Install Sanitary Items | | | | |
| 3.2.1 | Ceramic Wall-Hung Cobra Pause White Urinals (390 x 370 x 640 mm), complete with Valve Flush Cobra Flushmaster. | ea. | 2 | | |
| 3.2.2 | Ceramic Basin Wall-Hung Semi-circular (Medical 600x460 mm) with Tap Hole White Alpin | ea. | 2 | | |
| 3.2.3 | Chrome Basin mixer taps (Gun Metal). | ea. | 2 | | |
| 3.2.4 | Hand wash basin mirror (w = 450mm, h = 600mm). Mirrors to be fitted 250mm above the basin | ea. | 2 | | |
| 3.2.5 | Stainless steel electrical hand dryers (027694 s/steel 2.3kWwahd1003 230v) | ea. | 1 | | |
| 3.2.6 | Shower Head Round (105 x 90 mm) | ea. | 3 | | |
| 3.2.7 | Shower Tap / Bath Diverter Mixer Round Single Lever Trim Set Chrome | ea. | 3 | | |
| 3.2.8 | 200 LT Electrical Geyser (585 x 593 x 1038 mm) (Including safety valve and rain cock) | ea. | 1 | | |
| 3.2.9 | Ceramic White Floor Mount Toilet Pan with Torino 74 Concealed Cistern & Black Flush Plate | ea. | 4 | | |
| 3.2.10 | Shower Soap Holder 280mm Stainless Steel | ea. | 3 | | |
| 3.2.11 | Wall Mounted Toilet Roll Holder Stainless Steel | ea. | 4 | | |
| 3.2.12 | Dispenser Franke STRX618 Stainless Steel | ea. | 1 | | |
| 3.2.13 | Wooden slats on the change room bench | L/Sum | 1 | | |
| 3.2.14 | Frosted Glass Shower Door | ea. | 3 | | |
| 3.2.15 | Provisional Sum for Sanitary Item Pipes & Fittings | L/Sum | 1 | | |
| | | | | | |
| 3.3 | Painting & Tiling | | | | |
| 3.3.1 | Repair horizontal crack with suitable material, bonding liquid, etc. | L/Sum | 1 | | |
| 3.3.2 | Dayton Bone Matt Ceramic Wall Tile (600 x 300mm), complete with grout | m ² | 10 | | |
| 3.3.3 | Two coats of gloss internal wall paint, off-white colour | m ² | 65 | | |
| 3.3.4 | One coat of ceiling paint (white) | m ² | 55 | | |
| 3.3.5 | Two Coats of External Wall Paint | m ² | 85 | | |
| 3.3.6 | Two Coats of Liquid Rubber Paint to the Roof | m ² | 105 | | |
| | | | | | |

| | | | | | |
|------------|---|-----|----|--|--|
| 3.4 | Supply & Installation of Plumbing | | | | |
| 3.4.1 | PVC 90-degree bends, with an inspection window | ea. | 5 | | |
| 3.4.2 | Prepare, lay, connect, and backfill 110mm PVC waste pipe. | m | 12 | | |
| | | | | | |
| | | | | | |
| | Sub-Total | | | | |
| | VAT 15% | | | | |
| | TOTAL | | | | |

PART C3: SCOPE OF WORK

| Document reference | Title: Repairs & Maintenance at Ships Crew Ablution (Pitch Roof) | No of page |
|---------------------------|---|-------------------|
| C3.1 | This cover page <i>Employer's Works Information</i> | 1 21 |
| | Total number of pages | 22 |

C3.1 EMPLOYER'S WORKS INFORMATION

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SECTION 1

1 Description of the *works*

1.1 Executive overview

The Port of East London is South Africa's only river port and is situated at the mouth of the Buffalo River in the Eastern Cape Province. Construction of the port began in 1872. Throughout the 1800s, more construction ensued, including the construction of port buildings. TNPA, as the landlord at the Port of East London, is responsible for the provision and maintenance of all port infrastructures, including its buildings, through the Asset Maintenance Principle and Procedures (AMPP).

The Ship's Crew Ablution is a pitched-roof building located in the East Bank precinct of the port, near the Princess Elizabeth Graving Dock. The facility is frequently used by private personnel contracted for Ship Repair Works at the Graving Dock. The facility is dilapidated and requires maintenance intervention to improve functionality and hygiene standards.

1.2 Overview of Scope of Works

The works that the *Contractor* is to perform involve the Repairs & Maintenance of the existing Ships Crew Ablution facilities (**ENG-ELS-012-0050-02BH025L**) at the Port of East London, to improve functionality, hygiene standards, and overall user experience. The scope is detailed in the BOQ and SoW documents that are provided.

1.2.1 Site setup and general considerations

1.2.1.1 Site Establishment

The *Contractor* is expected to inspect the Working Area and assess the sequence of the execution of activities for the Works.

The *Contractor* is permitted to establish his Working Area at the Ship's Crew Ablution Facility Area, where the execution of Works will be done.

1.2.1.2 Barricading Signage, Protection of Services, and Existing Equipment

The *Contractor* shall erect barricading signage to a height of 1000mm above existing ground level outside the Ship's Crew Ablution building, and the barricading material shall be approved by the Project Manager.

The *Contractor* shall erect the appropriate dust suppression system to control dust throughout the execution of works, including a noise and vibration control system/s.

The *Contractor* shall ensure that the Working Area, including existing services and equipment, is adequately protected from damage. Any damages caused will be at the *Contractor's* account.

1.2.2 Refurbishment Works

The *Works* include but are not limited to the following.

1.2.2.1 Paving blocks

Careful removal of paving blocks and stockpiling. Clean with water to replace.

1.2.2.2 Doors and Windows

- Remove and replace the existing front meranti door.
- Remove existing wooden toilet doors and replace them with new ones.
- Remove and replace existing wood-framed windows with aluminium chrome-framed windows.

1.2.2.3 Sanitary Fittings

- Remove and replace the existing Cape Stainless steel curved back trough urinal and fittings, and replace with ceramic wall-hung urinals, complete with fittings.
- Remove and replace the existing stainless steel hand wash sink basins and fittings and replace with ceramic wall-hung hand wash basins.
- Supply and install new mirrors above the basins 2000 x 500 x 5 mm.
- Remove existing stainless steel toilet pans, cisterns, and fittings and replace them with ceramic wall-hung toilet pans, complete with fittings.
- Remove and replace the existing shower heads and taps.
- Supply and install a meranti wood for the change-room concrete bench
- Supply and install stainless steel electrical hand dryers (027694 s/steel 2.3kWwahd1003 230v)

1.2.2.4 Plumbing

- Remove existing 110mm 90-degree steel bends and replace with 110mm 90-degree PVC bends.
- Excavate, expose, and remove 110mm waste steel pipe and replace it with 110mm PVC waste pipe.
- Supply and install a 200L hot water geyser, complete with fittings.

1.2.2.5 Tiling

- Carefully remove all existing wall and floor tiles, adhesives, and grouting materials.
- Prepare and level the wall and floor surfaces to receive new tiles.
- Supply and install porcelain London grey glossy tiling.

1.2.2.6 Painting

- Prepare all wall surfaces to remove dirt, grease, mildew, or loose paint.
- Fill/repair horizontal crack and bond it with crack filler or plaster.
- Sanding of rough or patched areas to ensure a smooth surface.
- Apply two coats of enamel gloss paint, colour to match the existing.
- Apply two coats of liquid rubber paint to the roof.

1.3 **Employer's objectives**

The *Employer's* objectives are to improve functionality, hygiene standards, and overall preservation of the asset. The refurbishment initiative reflects on Port of East London's commitment to maintaining safe, functional, and dignified facilities for all stakeholders within the port environment.

1.4 **Interpretation and terminology**

All abbreviations and terminology are as detailed and explained in the *Employer's Works Information*.

2 **Engineering and the Contractor's design**

2.1 **Employer's design**

- 2.1.1 The *Employer's* design for the *works* is indicated and limited to the *Scope of Work* and highlighted in **Section 1.2** of the *Works Information*.
- 2.1.2 The works shall be executed according to the relevant South African National Standard (SANS) codes.

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

The *Contractor* will not do any design as the *Contractor* undertakes the *Works* as per the *Employer's* specification. However, the *Contractor* will be obliged to supply all necessary Equipment and Personnel to adequately perform the *Works* under the Contract, including:

- Project management of the execution of the Works and supply of other Goods, including planning, scheduling, and reporting to the Employer
- The implementation of QCPs to demonstrate compliance with the requirements of the Contract.
- Ensuring that the completed Works shall comply with the Codes and Standards and any other applicable statutory requirements
- Selection of suitable materials (where not already specified herein)
- Procurement, transportation, and transfer supervision of the Goods
- Scaffolding or any safe working at height equipment.
- Lifting equipment for erection
- Construction, erection, assembly, installation, and supervision of the Works
- Specialist installation and installation supervision
- Site inspection and testing
- Removal and disposal, as approved by the *Employer*, of all scrap and rubble generated by the *Contractor* within the site to a demarcated area on the site

2.3 **Review and Acceptance of Contractor Documentation**

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

3 Construction

3.1 Temporary works, Site services & construction constraints

- 3.1.1 The *Contractor* complies with the Employer's Site entry and security control, permits, and Site regulations.
- 3.1.2 The *Contractor* is specifically excluded from entering the Employer's Operational Areas, which are outside the Site and Working Areas. The *Contractor* plans and organises his work in such a manner as to cause the least possible disruption to the *Employer's* operations.
- 3.1.3 The *Contractor* ensures the safe passage of the *Contractor's* traffic to and around the Site and Working Areas at all times, which includes protective barriers, signage, and so forth for protection, direction, and control of traffic.
- 3.1.4 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.
- 3.1.5 The *Contractor* complies with the following access/egress permissions and restrictions for personnel and Equipment within the Site boundaries, requirements of the *Employer*:
- The *Contractor* ensures that all his construction staff, labour, and Equipment remain within his allocated and demarcated construction area.
 - Prior to bringing Equipment to site, the *Contractor* will be required to notify the *Project Manager* as per the NEC 3 communication procedures and provide details of the Equipment to be brought to the site and obtain approval from the *Project Manager*, the *Contractor* can only bring equipment once the *Project Manager* issues approval in writing.
 - All *Contractors'* staff and labour comply with the *Employer's* operational safety requirements and are equipped with all necessary PPE, high visibility apparel, and floating apparel.
- 3.1.6 People restrictions on Site; hours of work, conduct, and records:
- 3.1.7 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.
- 3.1.8 The *Contractor* complies with the following hours of work for his people, including *Sub-Contractors* employed on the Site.
- Monday to Friday: 08h00 to 16h00.
 - NB: Should the *Contractor* wish to deviate from the above working hours, a formal request shall be submitted to the *Project Manager* for approval two weeks before the start date of the deviation.

3.1.9 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.

3.1.10 Environmental controls, fauna & flora, dealing with objects of historical interest.

3.1.11 The *Contractor* complies with the CEMP, SES, and PES in the construction of the works, all as described under paragraph 2.4 of C3.1 Employer's Works Information.

3.1.12 Title to Materials from demolition and excavation

- The *Contractor* has title to all Materials arising from demolition in the performance of the *Works*, except for valuable materials arising in which the *Employer* might take the benefit of sale/disposal etc. with title to such Materials (as referenced above) remaining with the *Employer*, with title to such Materials (as referenced above) remaining with the *Employer*.
- 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* in accordance with ECC Clause 73.1.

3.1.13 Cooperating with and obtaining acceptance of others

3.1.14 The *Contractor* performs the works and co-operates with:

- The *Contractor* performs the *Works* and co-operates with the *Employer* (including the agents of the *Employer*) who operate on Site during the entire duration of the Contract period.
- The *Contractor* performs the *Works* and co-operates with others, of whom the *Contractor* is to be notified once appointed by the *Employer*, who operate on Site during the entire duration of the Contract period.

3.1.15 Publicity and progress photographs

- 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*.
- The *Contractor* provides a complete digital photographic record of the progress of the construction of the *works* to the *Project Manager*, as and when requested.

3.1.16 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*.

3.1.17 *Contractor's* Equipment

- 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.
- All Equipment used by the *Contractor* on site shall be properly maintained and operated. All vehicles on public roads shall be roadworthy, with the necessary licences and safety requirements. A checklist/register shall be implemented, which lists the operator's qualifications and medical records.
- The *Contractor* complies with the following:
 - The *Contractor* shall supply all necessary materials, labour, tools, plant, PPE, demarcating signage as per the latest construction regulation, and transport required for the proper completion of the works.
 - The *Contractor* shall submit a comprehensive list of Equipment intended for use on this contract.
 - The use of all such Equipment shall be subject to approval by the *Project Manager*, though such approval shall not relieve the *Contractor* of any of their responsibilities under the contract.

3.1.18 Equipment provided by the *Employer*

No Equipment will be provided by the *Employer*

3.1.19 Site Services and Facilities:

- No facilities will be provided by the *Employer*. The *Contractor* may, however, make arrangements with the relevant Transnet personnel to make use of ablution facilities that might be on or near the site. The *Project Manager* shall advise the *Contractor* which public restrooms to make use of. The *Contractor* is to take due regard for the upkeep of these public spaces, ensuring it is left in a clean and sanitary condition after use.
- The *Contractor's* site establishment area is to be within the *Contractor's* boundary of the area that will be confirmed with the successful *Contractor* after award and shall be clearly 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. The site establishment layout must be approved by the *Project Manager*.

3.1.20 The *Employer* provides the following facilities for the *Contractor*:

- Wherever the *Employer* provides facilities (including, inter alia, temporary power, water, waste disposal, telecommunications etc) 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 land (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*.
- For the duration of the Contract, the *Employer* will provide an area, free of charge, for the *Contractor* to establish his offices, lay down areas, stores, and other *Contractor's* Equipment.

- The *Contractor* ensures that this site establishment area is compliant with the relevant safety regulations and restrictions and is clearly signposted.

3.1.21 Facilities provided by the *Contractor*:

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 land (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.

Upon completion, and within one month of the date of acceptance of the works, the *Contractor* completely removes from the Site and Working Areas all his Equipment, including the foundations of any structures, stores, office accommodation or any other asset belonging to him, and leaves the Site and Working Areas in a tidy condition to the satisfaction of the *Project Manager*.

No housing is available for the *Contractor's* employees. The *Contractor* makes his own arrangements to house his employees and transports them to the site in a closed vehicle specifically designed for passenger transport (bus or similar), accepted by the *Project Manager*.

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 remain the responsibility of the *Contractor*.

3.1.22 Excavations and associated water control

All excavations deeper than 1.0m below ground level or as otherwise indicated by the *Project Manager* in terms of the current Construction Regulations, shall either be fully shored or the sides shall be battered back to a safe angle as determined by the strength of the soil and approved by the Project Manager.

Where shallow groundwater is encountered in the excavations, the *Contractor* is to provide suitable de-watering equipment. The discharge from the dewatering equipment must be controlled in accordance with the requirements of the Standard Environmental Specification and Construction Environmental Management Plan. Discharge directly into the stormwater drainage system or into the sea is not permitted. State any particular requirements for handling deep foundations and controlling water from excavations.

3.1.23 Underground services, other existing services, cable and pipe trenches, and covers

The *Contractor* must, in collaboration with the *Project Manager*, 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 *Project Manager*. The *Contractor* shall not repair any such service unless he is instructed to do so.

- 3.1.24 Where the *Contractor* encounters existing underground services / existing services cables/pipe trenches, the *Contractor* undertakes the following:

The *Contractor* must ensure that they are safe and protected from damage during the construction. If any relocation of such services is required, the *Project Manager* must be notified to grant the necessary approval

- 3.1.25 Control of noise, dust, water, and waste

The *Contractor* complies with the relevant parts of the legislation and the OHS Act of 1993.

- 3.1.26 The *Contractor* notifies the Supervisor of the following elements of the works which are to be covered up:

3.2 Completion, Testing, Commissioning, 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

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

- 3.2.3 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 (for example, barricading a motorway or in a nuclear power station).

- 3.2.4 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 Investigation, Survey, and Site Clearance

- 4.1.1 It is also the responsibility of the *Contractor* to verify existing services and notify the *Project Manager* if any existing unforeseen services are encountered.
- 4.1.2 The *Contractor* shall survey the existing invert levels of the wastewater pipe and sewer manhole which the new sewer pipe will be connected.
- 4.1.3 The *Contractor* shall clear the site of any rubble and vegetation before the commencement of construction.

4.2 Building works

- 4.2.1 All Building *Works* must be done according to the following Standards & Regulations:
- SANS 10400 – Code of Practice for the Application of the National Building Regulations.
 - SANS 1200 – Standard Specifications for Civil Engineering Construction

4.3 Civil Engineering and Structural Works

- 4.3.1 All Civil Engineering *Works* must be done according to the following Standards & Regulations:
- SANS 1200 – Standard Specifications for Civil Engineering Construction

4.4 Electrical Engineering Works

- 4.4.1 All Electrical Engineering *Works* must be done according to the following Standards & Regulations:
- SANS 10142, The wiring of premises Part 1: Low-voltage installations.

SECTION 2

5 Management and start-up

5.1 Management meetings

It is the *Employer's* intention that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to proactively and jointly manage the administration of the contract with the objective of minimizing the adverse effects of risks and surprises for both Parties.

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

| Title and purpose | Approximate time & interval | Location | Attendance by: |
|---------------------------------------|---|---|--|
| Kick-off meeting | Once-off before the start of the contract | Ground Floor Boardroom, Port Control Building | <i>Project Manager</i> (and appropriate delegations), <i>Supervisor</i> (and appropriate delegations), <i>Contractor</i> (and appropriate key persons) |
| Risk Register and Compensation Events | Fortnightly or as risks are identified. | Ground Floor Boardroom, Port Control Building | <i>Project Manager</i> (and appropriate delegations), <i>Supervisor</i> (and appropriate delegations), <i>Contractor</i> (and appropriate key persons) |
| Contract Progress Review | Fortnightly | Ground Floor Boardroom, Port Control Building | <i>Project Manager</i> (and appropriate delegations), <i>Supervisor</i> (and appropriate delegations), <i>Contractor</i> (and appropriate key persons) |
| SHE meetings | Weekly or as risks are identified. | Ground Floor Boardroom, Port Control Building | <i>Contractor</i> , <i>Contractor's</i> SHE Officer, <i>Supervisor</i> , <i>Project Manager</i> , Project Environmental Manager |

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 register are not to be used for the purpose of

confirming actions or instructions under the contract, as these are to be done separately by the person identified in the conditions of the contract to carry out such actions or instructions.

The *Contractor* is to attend management meetings at the Project Manager's request. At these meetings, the *Contractor* presents all relevant data, including safety, health, and environmental issues, progress reports, quality plans, and *subcontractors'* management reports (as may be required).

5.2 Documentation Control

In undertaking the '*Works*' (including all incidental services required), the *Contractor* shall conform and adhere to the requirements of the '*Contractor* Documentation Submittal Requirements' Standard included in Annexure 1 (refer DOC--STD-0001).

The *Contractor* 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.

5.3 Safety risk management

- 5.3.1 The *Contractor* shall accept his obligation to comply fully with the Occupational Health and Safety Act 85 of 1993, and applicable Regulations.
- 5.3.2 The *Contractor* shall provide a written Health and Safety plan before commencing with the work.
- 5.3.3 The *Contractor* shall keep a safety file at all times.
- 5.3.4 The *Contractor* shall attend Transnet National Ports Authority's safety induction training before commencing with the work.

5.4 Environmental constraints and management

- 5.4.1 The *Contractor* shall accept his obligation to comply fully with the National Environmental Management Act 107 of 1998, and applicable Regulations.
- 5.4.2 The *Contractor* performs the *works* and all construction activities within the Site and Working Areas, having due regard to the environment and environmental management practices as more particularly described within the SES and PES.
- 5.4.3 The SES describes the minimal acceptable standard for environmental management for a range of environmental aspects commonly encountered on construction projects and sets environmental objectives and targets, which the *Contractor* observes and complies.
- 5.4.4 The PES may require higher minimal standards than those described in the SES as may be required by the Project Manager or Others.
- 5.4.5 The overarching obligations of the *Contractor* under the CEMP before construction activities commence on the Site and/or Working Areas is to provide an environmental method statement for a particular construction operation at the Site and/or Working Area by the *Contractor* and, where requested by the CM and to comply with the following:

5.4.6 Where relevant, method statements, as detailed in the SES and PES, shall be provided by the *Contractor*. These include, but are not limited to, the following where applicable:

- Establishment of construction lay down area
- Hazardous and non-hazardous solid waste management
- Stormwater management
- Contaminated water management
- Prevention of marine pollution
- Hydrocarbon spills
- Diesel tanks and refuelling procedures
- Dust control
- Spoil dumping
- Sourcing, excavating, transporting and dumping of fill material
- Noise and vibration control
- Removal of rare, endemic or endangered species
- Removal and stockpiling of topsoil
- Rodent and pest control
- Environmental awareness training
- Site division
- Emergency procedures for environmental incidents
- *Contractor's* SHE Officer
- Closure of the construction laydown area

5.4.7 The *Contractor* shall ensure that his management, foremen and the general workforce, as well as all suppliers and visitors to Site have attended the Induction Programme [please define, state parameters and include as an Annexure as necessary] prior to commencing any work on Site. If new personnel commence work on the Site during construction, the *Contractor* shall ensure that these personnel undergo the Induction Programme and are made aware of the environmental specifications on Site.

5.4.8 Where applicable, the *Contractor* ensures that he appoints a suitably qualified *SubContractor*, to be approved by the Project Manager, to undertake the "Removal of rare, endemic or endangered species". This appointment must be completed at least three weeks before the commencement of any other work on the Site.

5.4.9 The *Contractor* must appoint a sufficient number of named assistants to the CSHEO to monitor environmental issues e.g. litter, spills, illegal activities, fence patrol, dust etc. These appointments, along with details of the individuals being appointed and job descriptions, must be sent to the *Project Manager* for his approval.

5.4.10 The *Contractor* complies with the following SES:

The *Contractor* shall identify the kinds of environmental impacts that will occur as a result of his activities and then prepare separate method statements describing how each of those impacts will

be prevented or managed so that the standards set out in this document are achieved. These method statements will be prepared in accordance with the requirements set out in the CEMP.

To ensure that environmental issues are taken into account in the establishment of the Site offices and all other facilities on Site.

5.5 Quality assurance requirements

5.5.1 The *Contractor* shall have, maintain, and demonstrate its use to the *Project Manager* (and/or the Supervisor to satisfy the requirements of paragraphs 3.2.1 as appropriate, the documented Quality Management System to be used in the performance of the *works*. The *Contractor's* Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the *Project Manager*).

5.5.2 The *Contractor* submits his Quality Management System documents to the *Project Manager* as part of his programme under ECC Clause 31.2 to include details of:

- Quality Plan for the contract;
- Quality Policy
- Index of Procedures to be used; and
- A schedule of internal and external audits during the contract

5.5.3 The *Contractor* develops and maintains a comprehensive register of documents that will be generated throughout the contract including all quality related documents as part of its Quality Plan.

5.5.4 The *Project Manager* indicates those documents required to be submitted for either information, review or acceptance and the *Contractor* indicates such requirements within his register of documents. The register shall indicate the dates of issue of the documents with the *Project Manager* responding to documents submitted by the *Contractor* for review or acceptance within the period for reply prior to such documents being used by the *Contractor*.

5.5.5 The Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resource allocation, QA, and Quality Control co-ordination activities to ensure that the *works* meet the standards stated in the *Works Information* [state further details as necessary, which explain and define what the Quality Plan involves.

5.6 Programming constraints

5.6.1 The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements as described under the *Works Information*, together with the associated environmental method statements.

5.6.2 The *Contractor* complies with the *Employer's* programme when he submits his first programme.

5.6.3 The *Contractor* presents his first programme and all subsequently revised programmes in hard copy format and in soft copy format.

- 5.6.4 The *Contractor* shows on his Accepted Programme and all subsequently revised programmes schedules showing the critical path or paths and all necessary logic diagrams demonstrating the sequence of operations.
- 5.6.5 The *Contractor's* programme shows the duration of operations in working days.
- 5.6.6 The *Contractor* uses Microsoft Project or Excel for his programme submissions.
- 5.6.7 The *Contractor* shows on each revised programme he submits to the *Project Manager* a resource histogram showing planned progress versus actual, deviations from the Accepted Programme, and any remedial actions proposed by the *Contractor*.
- 5.6.8 The *Contractor* submits programme report information to the *Project Manager* at weekly intervals in addition to the intervals for submission of revised programmes stated under Contract Data Part One.

5.7 Contractor's management, supervision and key people

5.7.1 Contractor's Project Lead/Supervisor

The *Contractor* employs a CM as a key person under ECC Clause 24.1

The Supervisor/Project Lead report to the *Project Manager* and ensure a successful and safe completion of all the *works* to be carried out by the *Contractor* as required in this *Works* Information.

The tasks include but are not limited to:

- Ensuring that the health and safety policy that clearly stated the *Contractor's* values and objectives for the effective management of health and safety on the project is in place and is communicated to all *Contractor's* and sub*Contractor's* staff.
- Ensuring that all *works* carried out under his supervision is done so in accordance with the requirements of all the applicable legislation, rules, standards specifications, plans and procedures.
- Ensuring that the programme is monitored by tracking critical activities and changes to the critical path impacting the project.
- Keep an eye on program milestones and interdependencies
- Provide information on items impacting the project schedule
- Responsible for spotting the critical path, as well as proffering alternatives to regain slippage to the schedule
- Strategize ways to negotiate and decrease value of claims, including office overhead, labour, and equipment costs

5.7.2 Contractor's Safety, Health, and Environmental Officer (CSHEO)

The *Contractor* employs a CSHEO as a key person under ECC Clause 24.1

The CSHEO reports to the SHE Practitioner acting on behalf of the *Project Manager*. The CSHEO ensures that the *works* (to include any part thereof) are subject to a prior environmental method statement(s) approved by the Health and Safety Practitioner (HSP) and/or Environmental Manager (EM) acting on behalf of the *Project Manager* and ensures that the CEMP is

implemented by the *Contractor* in a timely and proper manner. The *Contractor's* SHE Officer provides the *Project Manager* with all environmental method statements.

The CSHEO tasks include but are not limited to:

- Daily, weekly, and monthly inspections of the Site and Working Areas
- Monitor compliance with the CEMP (to include the SES) and the environmental method statements submitted to the *Project Manager*
- Reporting of an environmental incident to the *Project Manager*
- Attendance at all SHE meetings, toolbox talks and induction programmes
- Litter control and ensuring the *Contractor* clears litter from the Site and Working Areas; and
- Ensuring that environmental signage and barriers are correctly placed

The CSHEO submits daily, weekly, and monthly checklists to the Health and Safety Practitioner acting on behalf of the *Project Manager*.

5.8 Insurance provided by the *Employer*

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

5.9 Contract change management

5.9.1 No additional requirements apply to ECC Clause 60 series.

5.10 Records of Defined Cost, payments & assessments of compensation events kept by the *Contractor*

5.10.1 The *Contractor* keeps the following records available for the *Project Manager* to inspect:

- Records of equipment used, and people employed outside of the Working Areas (if applicable).
- Invoices, payment certificates and records of the corresponding work done.

5.11 The *Contractor's* Invoices

5.11.1 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.

5.11.2 The invoice must correspond to the *Project Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.

5.11.3 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 details

5.11.4 The invoice is presented by electronic mail (email) with the following details:

Finance Dept. (Accounts Payable)

Transnet National Ports Authority

Port of East London

CRD Building

PO Box 101

East London Harbour

5200

For the attention of Ludwe Matsolo – *Project Manager*

Email: Ludwe.Matsolo@transnet.net

The invoice is presented as an original.

5.12 People

5.12.1 The *Contractor* complies with the following:

CONTRACTOR LIABILITY

- 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;
- 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.
- 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.
- 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.
- The *Contractor* is required to develop a Contingency Strike Handling Plan, which the *Contractor* is obliged to update. The *Contractor* must provide Transnet with this plan and all updates to the Plan. The *Contractor* is responsible for communicating with its employees on-site details of the plan.

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INDUSTRIAL ACTION BY CONTRACTOR EMPLOYEES

- 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.
- 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.
- In the event of any industrial action by the *Contractor's* employees, the *Contractor* is obliged:
 - 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.
 - The Industrial Action Report must provide at least the following information:
 - Industrial incident report,
 - Attendance register,
 - Productivity/progress to schedule reports,
 - Operational contingency plan,
 - Site security report,
 - Industrial action intelligence gathered.
 - The final Industrial Action Report is to be delivered 24 hours after finalisation of the industrial action.
 - 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.
- The resolution of any disputes or industrial action by the *Contractor's* employees is the sole responsibility of the *Contractor*.
- 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.
- The *Contractor* complies with the requirements of the IRCC involving the engineering construction *Contractors* engaged (including all future *Contractors*) by the *Employer*.

5.13 Equipment and Materials

5.13.1 Quality

- The *Contractor* provides Plant and Materials for inclusion in the *works* in accordance with SANS 1200A sub-paragraph 2.1, unless otherwise stated elsewhere in the *Works* Information provided by the *Employer*. All Equipment and Materials are new, unless the

use of old or refurbished goods and/or Materials is expressly permitted as stated elsewhere in this *Works* Information or as may be subsequently instructed by the *Project Manager*.

- Where Equipment and Materials for inclusion in the *works* originate from outside the Republic of South Africa, all such Plant and Materials are new and of merchantable quality, to a recognised national standard, with all proprietary products installed to manufacturers' instructions.
- The *Contractor* replaces any Equipment and Materials subject to breakages (whether in the Working Areas or not) or any Equipment and Materials not conforming to standards or specifications stated and notifies the *Project Manager* and the Supervisor on each occasion where replacement is required.

5.14 Tests and inspections before delivery

5.14.1 The *Employer* is to test all sanitary and plumbing fittings to satisfy himself with the *Works*.