



## NEC3 Engineering and Construction Short Contract (ECSC)

entered into by and between

**Transnet SOC Ltd**

Registration Number 1990/000900/30  
(hereinafter referred to as the "Employer")

and

.....  
Registration Number .....  
(hereinafter referred to as the "Contractor")

**DESCRIPTION OF THE WORKS**

**REPAIRS TO PAVING (ASSET NO.08BD155P) AT PRETCON DEPOT,  
PRETORIA.**

**Enquiry Number**

**ERAC KT3756 – 21429CIDB**

**Start Date**

**TBA.....**

**Completion Date**

**TBA.....**

**"PREVIEW COPY ONLY"**

## T1.1 Tender Notice and Invitation to Tender

1. Transnet SOC Ltd invites tenders for repairs to paving (08BD1559) at Pretcon Depot, Pretoria.
2. Tenders should have a CIDB contractor grading designation of **3CE or higher or 2CEPE**.
3. Potentially emerging enterprises who satisfy criteria stated in the Tender Data may submit tenders offers (**2CEPE**).
4. Preferences are offered to tenderers who are in possession of a valid SANS 9419 B-BBEE accreditation certificate.
5. Only tenderers who meet the eligible criteria as per F.2.1 of the Tender Data (T1.2), are eligible to submit tenders.

The physical address for collection of tender documents is:

**The office of Transnet Freight Rail Advice Centre**

**Ground Floor**

**Nzasm Building, Room G16**

**Corner of Paul Kruger and Minnaar Street**

**Pretoria**

**0001**

Documents may be collected during working hours after 08h00 on **Thursday, 19 May 2016 until 15h00 on Thursday, 26 May 2016**.

Queries relating to the issue of these documents may be addressed to

Ms Kgalelo Tlhabanelo

Te No 012 315 2131

Fax No 086 750 2599

Email [kgalalelo.tlhabanelo@transnet.net](mailto:kgalalelo.tlhabanelo@transnet.net)

Transnet Freight Rail  
Tender Number: ERAC KT3756 – 21429CIDB  
Description of the Works: Repairs to Paving (Asset No.08BD155P) at Pretcon Depot, Pretoria.

A **compulsory clarification** meeting with representatives of the Employer will take place at: **Transnet Freight Rail, Pretcon Operation Yard, Paul Kruger Street, Pretoria** on **Friday the 27 May 2016**, at **10h00** for a period of  $\pm$  45 minutes.

**[Respondents to provide own transportation and accommodation].**

**Contact person Ms Mokgadi Molokwane on 012 315 2116 / 083 252 8550**

**Compulsory clarification briefing session and site inspection meeting**

- Tenderers failing to attend the compulsory clarification briefing session and site inspection meeting will be disqualified.
- Reflective protective clothing and safety shoes must be worn when visiting the site. Without protective clothing and safety shoes respondents won't be allowed at the site meeting.
- As the briefing session or site inspection will be held in an operational area of Transnet, all people entering the premises may be subjected to a substance abuse test. This is a standard operational requirement for TFR, when entering any operational area in order that TFR may address the risk of injury. Any person that fails such test will not be permitted to enter the premises and thereby forfeits rights to be allowed access to the briefing session and will subsequently not be permitted to submit a bid for the tender.

The closing time for receipt of tenders is **10:00hrs on Thursday, 02 June 2016**.

Telegraphic, telephonic, facsimile, e-mail and late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

**National Treasury Central Supplier Database**

In terms of paragraph 3.6 of the NATIONAL TREASURY SCM INSTRUCTION NO. 4 OF 2016/2017, which became effective on 1 May 2016, Transnet may only award bids to suppliers after verifying that the supplier is registered as prospective suppliers on National Treasury Central Supplier Database.

Supplier Number	Unique Registration Reference Number	Yes / No

In the **Yes** column above, please confirm your registration by providing your National Treasury Unique Vendor Number.

In the **No** column above, please register your company on the National Treasury Central Supplier Database and confirm your registration by submitting National Treasury "MAAA" supplier reference number.

**Transnet urges Clients, Suppliers and Service Providers to report any acts of fraud and/or instances of corruption to Transnet's TIP-OFFS ANONYMOUS on 0800 003 056 or [Transnet@tip-offs.com](mailto:Transnet@tip-offs.com).**

Transnet Freight Rail  
Tender Number: ERAC KT3756 – 21429CIDB  
Description of the Works: Repairs to Paving (Asset No.08BD155P) at Pretcon Depot, Pretoria.

**ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS  
AND INTENTION TO TENDER**

(To be returned within 3 days after receipt)

FAX TO: Transnet Freight Rail                      Project No.: **ERAC KT3756 – 21429CIDB**  
Fax No. **086 750 2599**                              Tender No.: ERAC KT3756 – 21429CIDB  
Attention: **Kgalalelo Tlhabanelo**              Closing Date: **02 June 2016**

**Building asset number (08BD155P) to be paved at Pretcon Depot, Pretoria**

**We:** Do wish to tender for the work and shall return our tender by the due date above                      Check **Yes**

Do not wish to tender on this occasion and hereby return all your documents received                      Check **No**

REASON FOR NOT TENDERING:

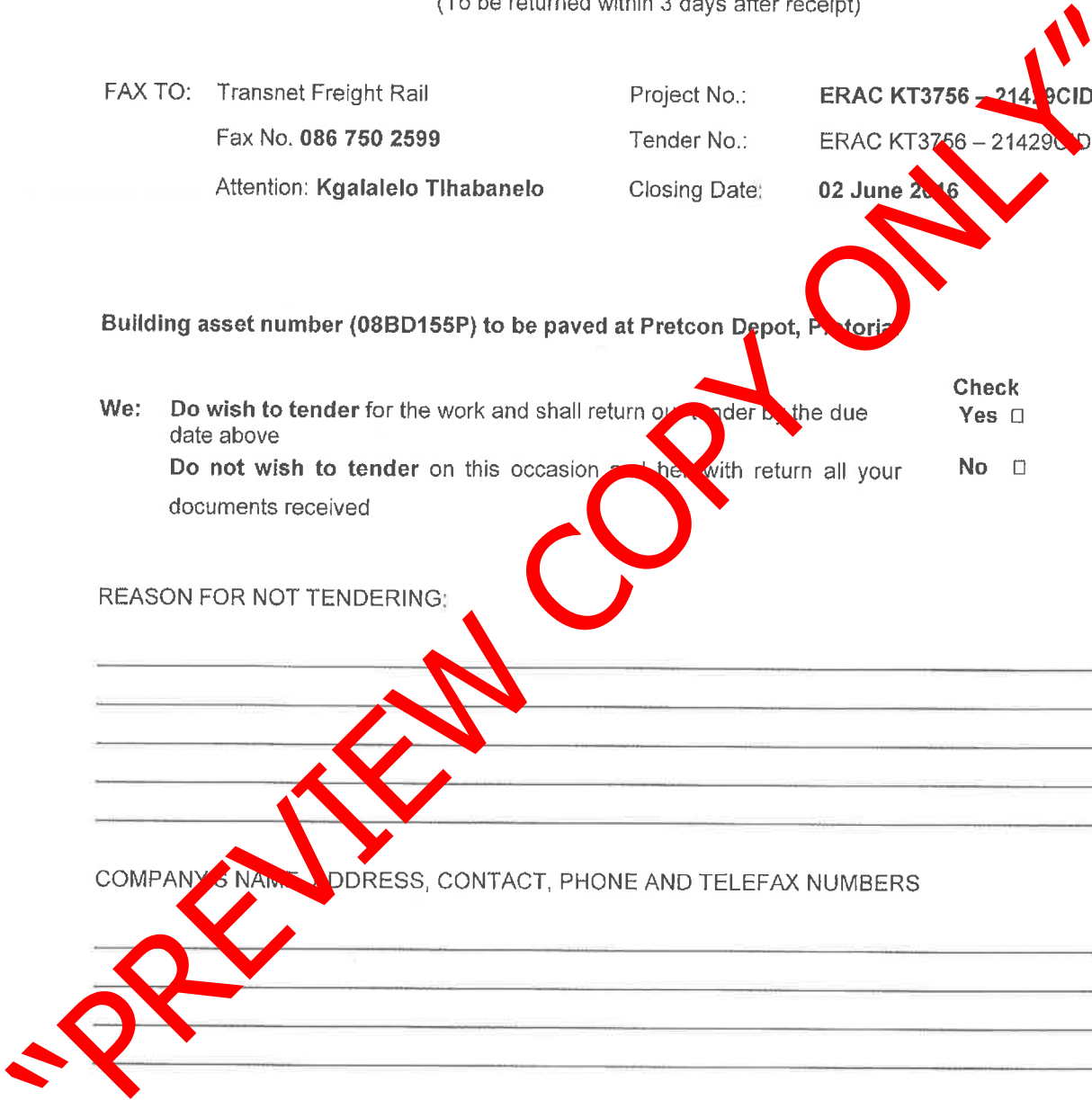
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMPANY'S NAME, ADDRESS, CONTACT, PHONE AND TELEFAX NUMBERS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_



## T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (January 2009) as published in Government Gazette No 31823, Board Notice 12 of 2009 of 30 January 2009, subsequently amended (May 2010) in Board Notice 86 of 2010. (See www.cidb.org.za)

The Standard Conditions of Tender make several references to Tender Data for details that apply specifically to this tender. This 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	Tender Data
F.1.1	The Employer is <b>Transnet SOC Ltd</b> (Reg No. 1990/000900/30)
F.1.2	The tender documents issued by the Employer comprise:
	<b>Part T1: Tendering procedures</b> T1.1 Tender notice and invitation to tender T1.2 Tender data
	<b>Part T2: Returnable documents</b> T2.1 List of returnable documents T2.2 Returnable schedules
	<b>Part C: The contract</b>
	<b>Part C1: Agreements and contract data</b> C1.1 Form of offer and acceptance C1.2 Contract data (part1&2)
	<b>Part C2: Pricing data</b> C2.1 Pricing instructions C2.2 Bill of Quantities
	<b>Part C3: Scope of work</b> C3 Works Information
	<b>Part C4: Site information</b> C4 Site information

---

F.1.4	The Employer's agent is:	Transnet Freight Rail
	Name:	Yvonne Scannell
	Address:	Room 222, Nzasm Building, c/o Paul Kruger and Minnaar Streets, Pretoria
	Tel No.	012 315 2059
	Fax No.	012 315 2138
	E – mail	<u>Yvonne.scannell@transnet.net</u>

---

F1.6 The competitive negotiation procedure shall be applied.

---

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

1. Tender offers will only be considered if
    - a) An authorised representative of the tendering entity attends the compulsory clarification meeting in terms of F.2.7 below
    - b) An active and valid CIB contractor grading of **3CE** or higher or **2CEPE**
    - c) A fully completed clause by clause statement of compliance to the NEC3 ECSC general conditions of contract
-

- 
2. The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated.
- a) *Contractors* who have 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) of 25(7A) of the Construction Industry Development Regulations, for a **3CE or higher or 2CEPE** class of construction work; and
  - b) *Contractors* registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria:
    - 1) The Purchaser is satisfied that such contractor has the potential to develop and qualify to be registered in that higher grade as determined in accordance with the provisions of the CIDB Specification for Social and Economic Deliverables in Construction Works Contracts; and
    - 2) The Purchaser agrees to provide the financial, management or other support that is considered appropriate to enable the contractor to successfully execute that contract.

Joint ventures are eligible to submit tenders provided that:

- 1. Every member of the joint venture is registered with the CIDB.
- 2. The lead partner has a contractor grading designation in the **3CE or higher or 2CEPE** class of construction work; and
- 3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a or class of construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations

---

F.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.

Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.

---

F.2.12 No alternative tender offers will be considered

---

F.2.13.3 Parts of each tender offer communicated on paper shall be as an original, plus one (1) copy.

---

F.2.13.5 The Employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:

If posted, the envelope must be addressed to:

The Secretariat  
Transnet Acquisition Council  
Nzasm Building, Room G 16  
Corner Of Paul Kruger And Minnaar Street  
PRETORIA  
0001

And must be dispatched in time for sorting by the Post Office to reach the Post Office Box indicated above, before the closing time of the tender.

If delivered by hand, to be deposited to the Transnet Freight Rail Acquisition Council Tender box which is located in the foyer, and to be addressed as follows:

**The office of Transnet Freight Rail Advice Centre  
Ground Floor  
Nzasm Building, Room G16  
Corner of Paul Kruger and Minnaar Street  
PRETORIA  
0001**

It should be noted that the above tender box is accessible to the public 24 hours per day, 7 days a week.

Identification details

Tenders must be submitted before the closing hour on the date as shown in F.2.15 below, and must be enclosed in a sealed envelope which must have inscribed in the outside:

- a) Name of Tenderer.
- b) Contact person and details.
- c) The Tender number.
- d) Description of the work.
- e) Closing date of tender.

**NO LATE TENDERS WILL BE ACCEPTED**

---

F.2.13.6 A two-envelope procedure will not be followed

---

F.2.13.9 Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.

---

F.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

---

F.2.16 The tender offer validity period is until **30 September 2016**.



---

F.2.18 Provide, on request by the *Employer*, any other material information that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the *Employer* for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the *Employer's* request, the *Employer* may regard the tender offer as non-responsive.

---

F.2.22 Return all retained tender documents within 28 day after the expiry of the validity period

---

F.2.23 The tenderer is required to submit with his tender:

1. an **original** or a **certified copy** of a **valid** Tax Clearance Certificate issued by the South African Revenue Services;
2. A valid certified SANAS accredited or IRBA approved B-BBEE verification certificate
3. A valid letter of Good Standing issued by Department of Labour

**Note: Refer to Section T2.1 for List of returnable documents**

---

F.3.4 The time and location for opening of the tender offers are:  
Time **10h00** on the closing date of tender.  
**Location:**Transnet Acquisition Council, Nzasm Building, Room G 16, Corner Of Paul Kruger And Minnaar Street, Pretoria, 0001

---

**F.3.11.3 The procedure for the evaluation of responsive tenders is Method 2.**

The financial offer will be scored using Formula 2 (option 1) in Table F.1 where the value of  $W_1$  is:

**90 where the financial value inclusive of VAT of one or more responsive tenders received have a value more than R1, 000,000.00.**

Up to 100 minus  $W_1$  tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.

Should the BBBEE rating not be provided, Transnet reserves the right to award no points and/or declare the tender void. 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.

**Note:**

**In the event that, in the application of the 90/10 preference point system as stipulated, all tenders received are below the estimated Rand value of R1 000 000, the tender invitation must be cancelled.**

**F.3.11.9 Scoring quality**

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$NQ = W2 \times SO / MS$$

where: SO is the score for quality allocated to the submission under consideration;

MS is the maximum possible score for quality in respect of a submission; and

W2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

**(Functionality) Criteria**

The **Quality (functionality)** criteria and maximum score in respect of each of the criteria are as follows:

Quality Criteria	Sub-criteria	Maximum number of points
T2.2.22 Health, risk and safety plan	30%	
T2.2.25 Experience	30%	
T2.2.24 Capacity and ability to meet delivery schedule (6 Weeks)	40%	
<b>Maximum possible score for prequalifying Quality</b>	<b>60% Threshold</b>	<b>100</b>

Quality shall be scored by not less than three evaluators and averaged in accordance with the following schedules:

- 1- T2.2.22 Health, risk and safety plan
- 2- T2.2.25 Experience
- 3- T2.2.24 Capacity and ability to meet delivery schedule

**The minimum number of evaluation points for quality is 60%**

Each evaluation criteria will be assessed in terms of five indicators-no response, poor, satisfactory, good and very good. Scores of **0, 40, 70, 90, or 100** will be allocated to no response, poor, satisfactory, good, and very good, respectively. The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for quality, unless scored collectively. ( See CIDB inform Practice Note#9)

---

F.3.13. Tender offers will only be accepted if:

- a) the tenderer submits an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;
- b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- c) 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;
- d) the tenderer has not:
  - i) abused the Employer's Supply Chain Management System; or
  - ii) failed to perform on any previous contract and has been given a written notice to this effect;
- f) the tenderer has 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 are permitted to submit tenders or participate in the contract;
- g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;
- h) the Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.

---

F.3.17 The number of paper copies of the signed contract to be provided by the Employer is 1 (one).

---

## T1.3 CIDB Standard Conditions of Tender

January 2009 Edition



As published in Annexure F of the CIDB Standard for Uniformity in Construction Procurement in Board Notice 12 of 2009 in Government Gazette No 31823 of 30 January 2009

### F.1 General

#### F.1.1 Actions

**F.1.1.1** The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anti-competitive.

**F.1.1.2** The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

**Note:** 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

**F.1.1.3** The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

#### F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

#### F.1.3 Interpretation

**F.1.3.1** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

**F.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

**F.1.3.3** For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
  - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the actions of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organisation** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

**F.1.4 Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

**F.1.5 The employer's right to accept or reject any tender offer**

**F.1.5.1** The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

**F.1.5.2** The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

**F.1.6 Procurement procedures**

**F.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

**F.1.6.2 Competitive negotiation procedure**

**F.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

**F.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offer or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

**F.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

**F.1.6.2.4** The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

**F.1.6.3 Proposal procedure using the two stage-system**

**F.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

**F.1.6.3.2 Option 2**

**F.1.6.3.2.1** Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

**F.1.6.3.2.2** The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

**F.2 Tenderer's obligations**

**F.2.1 Eligibility**

**F.2.1.1** Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer or any of his principals, is not under any restriction to do business with employer.

**F.2.1.2** Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

**F.2.2 Cost of tendering**

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

**F.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

**F.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

**F.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

**F.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

**F.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarise themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

**F.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

**F.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

**F.2.10 Pricing the tender offer**

- F.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.
- F.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.



**F.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with Instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall Initial all such alterations. Erasures and the use of masking fluid are prohibited.

**F.2.12 Alternative tender offers**

- F.2.12.1** Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

**F.2.13 Submitting a tender offer**

- F.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

**F.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

**F.2.15 Closing time**

**F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

**F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

**F.2.16 Tender offer validity**

**F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

**F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

**F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

**F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

**F.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

**Note:** Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

**F.2.18 Provide other material**

**F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

**F.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.

**F.2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

**F.2.20 Submit securities, bonds, policies, etc.**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

**F.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

**F.2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within 10 days after the expiry of the validity period stated in the tender data.

**F.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

**F.3 The employer's undertakings**

**F.3.1 Respond to requests from the tenderer**

**F.3.1.1** Unless otherwise stated in the Tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

**F.3.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

**F.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

**F.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

**F.3.4 Opening of tender submissions**

**F.3.4.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

**F.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

**F.3.4.3** Make available the record outlined in F.3.4.2 to all interested persons upon request.

**F.3.5 Two-envelope system**

**F.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

**F.3.5.2** Evaluate the quality of the technical proposal offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

**F.3.6 Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

**F.3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

**F.3.8 Test for responsiveness**

**F.3.8.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

**F.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

**F.3.8.3** Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

### F.3.9 **Arithmetical errors, omissions and discrepancies**

**F.3.9.1** Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

**F.3.9.2** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - ii) the summation of the prices.

**F.3.9.3** Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

**F.3.9.4** Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

### F.3.10 **Clarification of tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

### F.3.11 **Evaluation of tender offers**

#### F.3.11.1 **General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

#### F.3.11.2 **Method 1: Financial offer**

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

**F.3.11.3 Methods 2: Financial offer and preference**

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (*TEV*) in accordance with the following formula:  
$$TEV = NFO + NP$$
where: *NFO* is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  
*NP* is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.
- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

**F.3.11.4 Method 3: Financial offer and quality**

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (*TEV*) in accordance with the following formula:  
$$TEV = NFO + NQ$$
where: *NFO* is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  
*NQ* is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.
- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

**F.3.11.5 Method 4: Financial offer, quality and preferences**

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to

F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.

- b) Calculate the total number of tender evaluation points (*TEV*) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$TEV = NFO + NP + NQ$$

where: *NFO* is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  
*NP* is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.  
*NQ* is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.  
 d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.  
 e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

**F.3.11.6 Decimal places**

Score financial offers, preferences and quality, as relevant, to two decimal places.

**F.3.11.7 Scoring Financial Offers**

Score the financial offers of remaining responsive tender offers using the following formula:

$$NFO = W1 \times A$$

where: *NFO* is the number of tender evaluation points awarded for the financial offer.  
*W1* is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.  
*A* is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of *A*

Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>
1	Highest price or discount	$A = (1 + \frac{P - Pm}{Pm})$	$A = P / Pm$
2	Lowest price or percentage commission / fee	$A = (1 + \frac{P - Pm}{Pm})$	$A = Pm / P$

<sup>a</sup> *Pm* is the comparative offer of the most favourable comparative offer.

*P* is the comparative offer of the tender offer under consideration.

**F.3.11.8 Scoring preferences**

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

**F.3.11.9 Scoring quality**

Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$NQ = W2 \times SO / MS$$

where: SO is the score for quality allocated to the submission under consideration;

MS is the maximum possible score for quality in respect of a submission; and

W2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

**F.3.12 Insurance provided by the employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

**F.3.13 Acceptance of tender offer**

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if 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, 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 opinion of the employer, to perform the contract free of conflicts of interest.

**F.3.14 Prepare contract documents**

**F.3.14.1** If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and



c) other revisions agreed between the employer and the successful tenderer.

**F.3.14.2** Complete the schedule of deviations attached to the form of offer and acceptance, if any.

**F.3.15 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

**F.3.16 Notice to unsuccessful tenderers**

**F.3.16.1** Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data or agreed additional period.

**F.3.16.2** After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

**F.3.17 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

**F.3.18 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

"PREVIEW COPY ONLY"

# 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 to Paving at Pretcon Depot, Pretoria.**

**Building assets number (08BD155P)**

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorized, 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 @ 14% 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: \_\_\_\_\_

## 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**

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

**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		
6		
7		

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 \_\_\_\_\_  
*(Insert name and address of organisation)*

\_\_\_\_\_

On behalf of \_\_\_\_\_

Name & signature of witness \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_



## C1.2 Contract Data

### Data provided by the Employer

Please read the relevant clauses in the NEC3 Engineering and Construction Short Contract (June 2005) (ECSC3)<sup>1</sup> before you enter data. The number of the principal clause is shown for most statements however other clauses may also use the same data.

Completion of this data in full is essential to create a complete contract.

Clause	Statement	Data
<b>General</b>		
10.1	The <i>Employer</i> is	Transnet SOC Ltd
	Address	Registered address: Carlton Centre 150 Commissioner Street Johannesburg
	Having elected its Contractual Address for the purposes of this contract as:	Option B*  Transnet Freight Rail Cnr no.6 Paul Kruger and Minnaar Streets Pretoria 0001
		Postal Address  Private Bag X34 Pretoria 0001
	Tel No.	012 315 2059
	Fax No.	012 315 2138
11.2(11)	The <i>works</i> are	Repairs to Paving (Asset No.08BD155P) at Pretcon Depot, Pretoria.
11.2(13)	The Works Information is in	the document called 'Works Information' in Part 3 of this contract.
11.2(12)	The Site Information is in	the document called 'Site Information' in Part 3 of this contract.
11.2(12)	The <i>site</i> is	Transnet Freight Rail, Pretcon Operation Yard, Paul Kruger Street, Pretoria.
	The <i>starting date</i> is	TBA

<sup>1</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009

Transnet Freight Rail  
 Tender Number: ERAC KT3756 – 21429CIDB  
 Description of the Works: Repairs to Paving (Asset No.08BD155P) at Pretcon Depot, Pretoria.

11.2(2)	The completion date is	TBA
13.2	The period for reply is	One (1) week
14.4	The Employer's representative is (name)	Mr Sivuyile Nguma
	Address	Room 215, Nzasm Building Cnr. Minnaar and Paul Kruger Street Pretoria CBD
	Tel No.	012 315 3244 / 083 222 8555
	Fax No.	
	The authority of the Employer's representative is	The Employer's representative is delegated to carry out all the actions of the Employer as stated in this contract with the exception of those required by clause 51.1, 81.1, 90,91,92 & 93.1
40	The defects date is	10 weeks after the completion date of the contract
41.3	The defect correction period is	1 week
50.1	The assessment day is on the	2 <sup>nd</sup> of each month.
50.5	The delay damages are	R 2 000.00 per day for construction related activities
50.6	The retention is	Not applicable
51.1	The currency of this contract 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 interest rate on late payment is	The prime lending rate of the Standard Bank of South Africa
80.1	The Contractor is not liable to the Employer for loss of or damage to the Employer's property in excess of	for any one event
80.1	The Employer provides this insurance	(Review intention on a per contract basis – BPCI < 5Rm)
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
93.1	The Adjudicator is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the Adjudicator, the chairman of the Association of Arbitrators will appoint an Adjudicator.
93.2(2)	The Adjudicator nominating body is:	

"PREVIEW COPY ONLY"

Transnet Freight Rail

Tender Number: ERAC KT3756 – 21429CIDB

Description of the Works: Repairs to Paving (Asset No.08BD155P) at Pretcon Depot, Pretoria.

	If no <i>Adjudicator nominating body</i> is entered, it is:	<b>The Association of Arbitrators (Southern Africa)</b>
93.4	The <i>tribunal</i> is:	<b>Arbitration</b>
If the tribunal is arbitration complete this data	The <i>arbitration procedure</i> is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>
	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	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>
	<b>The conditions of contract are the NEC3 Engineering and Construction Short Contract (June 2005)<sup>2</sup> and the following additional conditions:</b>	<b>Not applicable</b>
	The <i>additional conditions of contract</i> are:	<b>Not applicable</b>

"PREVIEW COPY ONLY"

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009.

**Data provided by the Contractor (the Contractor's Offer)**

The tendering contractor is advised to read both the NEC3 Engineering and Construction Short Contract (June 2005) and the relevant parts of its Guidance Notes (ECSC3-GN)<sup>3</sup> 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 page 26 of the ECSC3 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

10.1	The Contractor is (Name): Address Tel No. Fax No. E-mail address		
63.2	The percentage for overheads and profit added to the Defined Cost for people is	%	
63.2	The percentage for overheads and profit added to other Defined Cost is	%	
11.2(9)	The Bill of Quantities is in	the document called 'Bill of Quantities' in Part 2 of this contract.	
11.2(10)	The offered total of the Prices is [Enter the total of the Prices from the Bill of Quantities]:	R [in words]	excluding VAT
			excluding VAT

"PREVIEW COPY ONLY"

<sup>3</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009.





## C2 Pricing Data

### C2.1 Pricing Instructions

Entries in the first four columns in the Bill of Quantities are made either by the *Employer* or the tenderer.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only; the Unit, Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

All Prices are to be shown excluding VAT unless instructed otherwise by the *Employer* in Tender Data or in an instruction the *Employer* has given before the tenderer enters his Prices.

If there is insufficient space in the Bill of Quantities which follows, state in which document the Bill of Quantities is contained.

**C2.2 Bill of Quantities**

Item no.	Description	Qty.	Unit	Unit Price	Total Price
<b>Repairs to paving 08BD155P at Pretcon Depot, Pretoria.</b>					
A.	<b>General site establishment and De-establishment</b>  1.1. Facilities for the contractor a). Offices and storage sheds b). Ablution and latrine facilities c). Tools and equipment d). Access e). Safety/ Safety file Included	1	sum		
B.	Remove the existing paving bricks on site as scrap material. All the bricks removed shall be disposed in a suitable place that is to the satisfaction of a project manager.	1491.82	M <sup>2</sup>		
C.	Remove the existing paving bricks for re-use. This applies to all the existing paving bricks that are still in good condition or not damaged.	1491.82	M <sup>2</sup>		
D.	Compact the in situ layer to a density, at least 90% MOD CASHTO.	2983.68	M <sup>2</sup>		
E.	<b>Earthworks:</b> Excavate in soft rock and remove the existing layers of clay, soil or gravel material to the depth of 600 mm (600mm x L x W). First 150mm excavated material to be removed from site and dumped on an approved dumping site.	1790.21	M <sup>3</sup>		

Transnet Freight Rail

Tender Number: ERAC KT3415 -19978CIDB

Description of the Works: Repairs to Paving (Asset No.08BD155P) at Pretcon Depot, Pretoria.

Item no.	Description	Qty.	Unit	Unit Price	Total Price
<b>Repairs to paving 08BD155P at Pretcon Depot, Pretoria.</b>					
F.	Backfill all the excavated area with cut material to construct sub-base and compact in layers of 200mm sub-base and 150mm base; correct moisture content to be maintained at all times during construction. Compact to 95% MOD AASHTO	745.92	M <sup>3</sup>		
G.	Supply crusher run G4 material and construct a layer of 150mm and compact to 98% MOD AASHTO. All imported material shall be obtained from a SABS approved source.	447.55	M <sup>3</sup>		
H.	Supply and lay 20mm river sand bedding. Item include laying and compaction of river sand before the laying of bricks.	59.78	M <sup>3</sup>		
I.	Supply and lay 80mm grey interlocking concrete bricks to match existing.	1491.82	M <sup>2</sup>		
J.	Lay existing concrete interlocking bricks	1491.82	M <sup>2</sup>		
L.	Contractor shall give a value on the tender price schedule of the re-useable material on Pavement. No value of the re-useable material and/or material with scrap value shall be deducted from the tender amount to demolish the building as specified.	1	Job		
<p><b>All work to be done according to SABS Standards.</b>  <b>:-Leave site clean and neat after completion of work.</b>  <b>:-Act 85 Safety must be adhered to at all times.</b></p>					
				<b>Total Price</b>	
				<b>Vat (14%)</b>	
				<b>Grand Total</b>	

## C3: Scope of Work

### C3.1 Works Information

#### 1.1 Description of the Works

- 1.1.1 This specification calls for the preparations and repairs to paving to 3 600 m<sup>2</sup> Pretcon CX container depot, Capital Park Pretoria.
- 1.1.2 The work covers the removal of 60mm existing concrete interlocking paving blocks and replacing with new ones, ripping existing 30mm bedding and preparing, placing and compacting new 30mm bedding sand, ripping existing base layer and preparing new base layer by stabilizing and levelling, paving and reinstatement of road markings and clearing the site on completion of the works, hereinafter referred to as the "WORKS", and any other work arising out of or incidental to the above, or required of the Contractor for the proper completion of the WORKS in accordance with the true meaning and intent of the contract and shall in all respects comply with all regulations.

#### 1.2 Work to be performed by the Contractor for the Works

This will include:

- a) Preliminary and general
- b) Site Clearance and Demolishing work.
- c) Excavation and Earth works (Machine and by hand )
- d) Scrap Value Material

### **1.3 General Schedule of Works - Repairs to paving at Pretcon Depot (08BD155P), Pretoria.**

#### **1.3.1 Remove for Scrap**

1.3.1.1 Remove all existing broken interlocking concrete paving blocks for scrap. All the bricks removed shall be disposed in a suitable place that is to the satisfaction of a Project Manager.

1.3.1.2 Rip the existing bedding sand to its full depth for spoil. To be discussed on site.

1.3.1.3 Rip the existing sub-base/base to a depth of  $\pm 150$ mm. The first ripped 150mm layer shall be disposed off-site as spoil material.

#### **1.3.2 Remove and Re-Use**

1.3.2.1 Remove the existing paving bricks for re-use. This applies to all the existing paving bricks that are still in good condition or not damaged. To be shown on site.

1.3.2.2 Cut the existing sub-base/base to a depth of 250mm.

1.3.2.3 Re-use the materials from cuts to fill the excavated areas to two layers of 200mm sub-base and 150mm base by mixing, wetting and re-compacting to 95% Mod AASHTO using vibrating compactor. Layers shall be compacted separately to 95% Mod AASHTO. NB: The materials shall serve as 150mm base and 200mm sub-base respectively.

1.3.2.4 Supply and deliver 100mm cemented-stabilised crusher-run base material place, wet, level and compact using plate vibrating compactor to 98% Mod AASHTO.

NB: All imported material shall be obtained from an SABS approved source.

1.3.2.5 Finished Level of C4 material to be on the same level with the existing sub-base/base layer on site.

#### **1.3.3 Bedding Sand**

1.3.3.1 Supply, deliver and lay 20mm coarse river sand bedding and grade by hand to level.

1.3.3.2 The Sand for bedding shall be free from deleterious substances or substances that could cause the discolouring of paving units and shall not contain more than 3% silt and clay by mass.

### 1.3.4 Paving

1.3.4.1 Supply and lay 80mm grey interlocking concrete block pavers and apply two cycles of compactions using vibrating plate compactor. Moisture content of bedding to be still at at-least 4 – 6% before laying the pavers.

1.3.4.2 Block paving to follow the percentage (%) fall of the existing paving. NB: Precast concrete segmental blocks shall be of the thickness, colour (grey), class of concrete, shape and type as specified in the Project Specifications, shall comply with the relevant requirements of SANS 1058, and shall be obtained from a manufacturer approved by the Engineer, in writing.

1.3.4.3 Cover paving with dry, finer and clean plaster sand to serve as jointing sand, vibrate and compact with a vibrating plate compactor and wash the sand with water and sweep in between the joints with broom.

NB: Jointing sand shall pass through a 1.18 mm sieve and shall contain between 10% and 15% of material that passes through a 0,075 mm sieve. This sand shall not contain substances which may cause the staining of the units.

1.3.4.4 Removed all excess sand.

1.3.4.5 Finished level to be the same level as the existing paving. NB: all kinks will have to be redone.

#### **1.4 General Conditions of Works - Repairs to paving at Pretcon Depot (08BD155P), Pretoria.**

##### **1.4.1 Construction**

###### **1.4.1.1 NB! COOPERATION WITH OTHER PARTIES AND SAFETY**

1.4.1.2 The *Contractor* and his sub-contractors will be required to arrange with Transnet freight Rail depot management (Depot Management) and attend necessary induction courses.

1.4.1.3 Refer to attached Health and Safety documents.

1.4.1.4 The *Contractor* must allow for daily activities of the operational staff in and around the Site.

1.4.1.5 The *Contractor* shall prepare a list of client representatives on:

- All services
- All operations
- All other relevant parties;

1.4.1.6 The *Contractor* shall have this list updated and displayed in- and out site the site office and shall further use this list as first point of reference in an incident.

1.4.1.7 Should the *Contractor* not receive immediate co-operation, he shall notify the Project Manager immediately, failing which he may be held responsible for any delays resulting there from.

1.4.1.8 The *Contractor* shall make reasonable allowance in all tendered rates for the necessity of interfacing with the activities of the staff, and allow for access at all times for use by other parties unless otherwise agreed by the Project Manager.

1.4.1.9 The *Contractor* must cordon off the area where the construction is to be undertaken, to prevent injuries to visitors and staff, and to reasonably control vehicular and pedestrian traffic.

##### **1.4.2 Access to the Site**

1.4.2.1 Access to the site shall be determined with the successful *Contractor*.

1.4.2.2 Arrangements must be made with the Depot management for material and equipment arrivals and departure.

1.4.2.3 The successful *Contractor* is to be adhering to all Rules and Regulations of the Depot Management.

#### 1.4.3 Hours of Work

- 1.4.3.1 Normal working hours will be 7:00 to 16:30 Mondays to Fridays.
- 1.4.3.2 *Contractor* must however estimate their own cost with respect to working outside normal working hours.
- 1.4.3.3 The cost thereof will be considered to be included in the tendered rates.

#### 1.4.4 Care of Existing Facilities

- 1.4.4.1 The *Contractor* shall take care not to damage existing facilities and services.
- 1.4.4.2 The Project Manager may instruct the *Contractor* to clean or reinstate any facilities damaged or contaminated by the *Contractor*, to its original condition, without additional payment.
- 1.4.4.3 The *Contractor* must remove all un-used material and rubble on completion of the works.

#### 1.4.5 Facilities for Supervisor

- 1.4.5.1 No additional facilities for the Consultant are required.
- 1.4.5.2 The Consultants and their representative will make use of a portion of the site office.

#### 1.4.6 Site Offices for Contractor

- 1.4.6.1 The *Contractor* shall provide the items as below, in a site office provided him and the position thereof must be approved by depot Management.
- 1.4.6.2 Clean table and two chairs, document storage (Drop in filing cabinet and plan hanger), email and internet facilities and Site Dairy: Performa to be approved by the Project Manager.
- 1.4.6.3 Personal protection equipment (hart hats, safety vests, safety shoes), emergency and Safety Equipment (Fire extinguisher First Aid Kit)

#### 1.4.7 Toilets

- 1.4.7.1 The *Contractor* must use his own portable toilets

#### 1.4.8 Water Supply

- 1.4.8.1 A supply of water is available on site at Pretcon Depot.
- 1.4.8.2 The *Contractor* must however make his own arrangements, for connection to existing services maintaining and removal of connection/s on completion of the contract

#### 1.4.9 Electrical Supply

- 1.4.9.1 Power is available on site at Pretcon Depot.
- 1.4.9.2 The *Contractor* must however make his own arrangements, for connection to existing services maintaining and removal of connection/s on completion of the contract



#### 1.4.10 Completion, Testing Commissioning and Corrections of Defects

1.4.10.1 All work to be done by the completion date as stated in the contract data

#### 1.4.11 Retention and Maintenance Period

1.4.11.1 With reference to the General Conditions of the Contract, the Employer will retain the full ten percent of the value of the work completed as reflected by the monthly progress measurements, until the completion of the contract and the full maintenance period of six months.

#### 1.4.12 Guarantee

1.4.12.1 The Contractor shall provide guarantee (bond) in the amount of ten percent of the contract value for the due and faithful performance by him of all his duties and obligations resting upon him in term of the contract.

1.4.12.2 Such guarantee shall be in the form of above guarantee must be obtained within two weeks from award of the contract.

1.4.12.3 Site access will only be granted after guarantee is lodged with T F R

**Note:** Contractor shall give a value on the tender price schedule of the re-useable material on the buildings if any. Re-usable material shall include roof sheeting, all steel sections, bricks, steel window and door frames, but exclude any railway line sections used in the construction of the buildings. The value of the re-useable material and or material with scrap value shall be de-ducted from the tender amount as specified.

## 1.5 General Obligations

- 1.5.1 *Contractors* shall quote their earliest completion time, as the work is urgently required.
- 1.5.2 The *Contractor shall* not make use of any *sub-Contractor* to perform the works or parts thereof without prior permission from the *Employer's Deputy*
- 1.5.3 The *Contractor* shall ensure that a safety representative is on-site at all times.
- 1.5.4 The *Contractor shall* comply with all applicable legislation and Transnet safety requirements adopted from time to time and instructed by the *Employer's Deputy / Supervisor*. Such compliance shall be entirely at his/ her own cost, and shall be deemed to have been allowed for in the rates and prices in the contract.
- 1.5.5 The *Contractor's Health and Safety Programme* shall be subject to agreement by the *Employer's Deputy / Supervisor*, who may, in consultation with the *Contractor*, order supplementary and /or additional safety arrangements and/or different safe working methods to ensure full compliance by the *Contractor* with his obligations as an *Employer* in terms of the Act.
- 1.5.6 The *Contractor shall*, in particular, comply with the following Acts and Transnet Specifications:-
- 1.5.7 The Compensation for Occupational Injuries and Diseases Act, No.130 of 1993. The *Contractor* shall produce proof of his or her registration and good standing with the Compensation Commissioner in terms of the Act.
- 1.5.8 In addition to compliance with ~~clause 13.8~~ hereof, the *Contractor shall* report all incidents in writing to the *Employer's Deputy / Supervisor*. Any accident resulting in the death of or injury to any person on the work shall be reported within 24 hours of its occurrence and any other incident shall be reported within 48 hours of its occurrence.
- 1.5.9 The *Contractor shall* supply a **site diary** (with triplicate pages). This book shall be used to record any unusual events during the period of the work. Any delays to the work shall also be recorded such as delays caused by poor weather conditions, delays caused by permits being cancelled etc. The appointed *Employer's Deputy or Supervisor* must countersign such delays. Other delays such as non-availability of equipment from 3<sup>rd</sup> party suppliers must be communicated to the *Employer's Deputy or Supervisor* in writing.
- 1.5.10 The *Contractor shall* supply a **site instruction book** (with triplicate pages). This book shall be used to record any instructions to the *Contractor* regarding problems encountered on site – for example the quality of work or the placement of equipment. This book shall be filled in by the *Employer's Deputy or Supervisor* and must be countersigned by the *Contractor*.
- 1.5.11 Both books mentioned in **1.5.9 and 1.5.10** shall be property of Transnet Freight Rail and shall be handed over to the *Employer's Deputy or Supervisor* on the day of energising or handing over.
- 1.5.12 The *Contractor shall*, request the person concerned to write the instruction in the site book to sign and to record his official designation. The *Contractor shall* countersign the instruction. The *Contractor and Transnet Freight Rail's Employer's Deputy* shall take copy of the instruction –one copy to remain in the book. The book shall become the property of Transnet after the works have been completed.

- 1.5.13 The *Contractor* will repair any damage to same at his /her own cost. If Transnet effects any repairs due to the negligence of the *Contractor*, then the cost will be deducted from the contracted amount. Any such damages to be reported to the *Supervisor* before any repairs are undertaken. All repairs must be completed on the same day.
- 1.5.14 The *Contractor* shall ensure that the work site is kept clean and tidy at all times.

## 1.6 Statutory Requirements and Standards

1.6.1 All activities shall comply with the statutory requirements and where possible, within the ambit of guidelines, inter alia;

- "Occupational Health and Safety Requirements to be met by *Contractors* and *sub-Contractors* employed by Transnet Freight Rail".
- See Health and Safety Requirements for Construction Work

1.6.2 In providing the works, the *Contractor* shall be required to:

- Supply, deliver and install materials in accordance with the contract where stated "**Materials to be supplied by the *Contractor***". Materials to be controlled and managed on site in accordance with the approved construction programme.

1.6.3 Supply of material:

- All material must be SANS approved.
- All materials used shall comply with the *Employer*. Requirements and shall be new and of the best quality.
- Note all quantities are provisional and the final quantities will be re-measured on site.

1.6.4 Acts and regulations to comply with

- **The following publications (latest edition) are referred to herein and used to comply with in this specification:-**

1.6.4.1 Occupational Health and Safety Act:-

- Act 85 of 1993 - OHS Act
- Act 6 of 1983 - MOS Act

## **1.7 Minimum Contents for Health, Risk and Safety Plan**

### **1.7.1 SHE Management Structure**

- 1.7.1.1 Construction Work Supervisor (Construction Regulation 6)
- 1.7.1.2 Subordinate Construction Work Supervisor (Construction Regulation 6)
- 1.7.1.3 Construction Safety Officer (Construction Regulation 6(7).
- 1.7.1.4 List of *Contractors* already appointed - List to be revised at least monthly.
- 1.7.1.5 Health and Safety Representative (Section 17 of OHS Act).

### **1.7.2 SHE Organisation**

- 1.7.2.1 Health and Safety Committee.
- 1.7.2.2 Composition.
- 1.7.2.3 Frequency of Meetings.
- 1.7.2.4 Minutes of meeting.
- 1.7.2.5 Legal Compliance Audits.
- 1.7.2.6. Audit Report.
- 1.7.2.7 Frequency of Audits.
- 1.7.2.8 Findings and Analysis.
- 1.7.2.9 Corrective Action

### **1.7.3 Risk Assessment Management**

- 1.7.3.1 Task descriptions.
- 1.7.3.2 Risk Identification, Analysis, Mitigating Steps, Monitoring Steps and Review Plan.
- 1.7.3.3 Risk Assessment (Construction Regulation 7)

### **1.7.4 Education and Training**

- 1.7.4.1 Induction training (Construction Regulation 7(9)
- 1.7.4.2 Site Specific Training.
- 1.7.4.3 Certificate of Competence.

### **1.7.5 Emergency Planning – Evacuation plan**

- 1.7.5.1 Client procedure.
- 1.7.5.2 Site Procedure.

### **1.7.6 Health and Safety Communications**

- 1.7.6.1 Safety/Toolbox talks.
- 1.7.6.2 Incident Recall.

### **1.7.7 Safe Working Procedures and Methods**

- 1.7.7.1 Method Statements.
- 1.7.7.2 Safe Operating Procedures.
- 1.7.7.3 Task/Job observations.

### **1.7.8 Personal Protective Equipment and Clothing**

- 1.7.8.1 PPE required after all other controls have been considered (Barrier tape, Reflective vests, Safety gloves, Safety glasses, Ear protection, Safety boots, Safety masks, Overalls, Hard hats, First Aid box & First aider, Safety file)
- 1.7.8.2 PPE proof of issue.

### **1.7.9 Project security**

- 1.7.9.1 Security risks identified.
- 1.7.9.2 Access control.

### **1.7.10 Other Safety requirements**

- 1.7.10.1 Daily alcohol tests will be performed
- 1.7.10.2 Avoid crossing of railway lines if need be observe for moving trains
- 1.7.10.3 No person is allowed to climb any of the OHT structures
- 1.7.10.4 No persons must come close to the overhead cables and wires
- 1.7.10.5 All electrical equipment, cables should be treated as LIVE & DANGEROUS

### **1.8. Minimum equipment requirement for the purpose of this contract**

- 1.8.1 Truck
- 1.8.2 Heavy duty Plants and Equipment. (e.g. TLB, Roller stampers)
- 1.8.3 Compactor.
- 1.8.4 Variety of Hand Tools.

**2. Drawings**

Drawing number	Revision	Title
2.1		n/a

**3. Specifications:**

Title
<ul style="list-style-type: none"> <li>South African Bureau of Standards   SANS 10400: means the code of practice for the application of the National Building Regulations   SANS 10142: The wiring of premises particularly low voltages installations</li> </ul>
<ul style="list-style-type: none"> <li>Transnet Specification E 4B, Minimum communal health requirements in areas outside the jurisdiction of a local authority temporary facilities for <i>Contractor's</i> personnel</li> </ul>
<ul style="list-style-type: none"> <li>Transnet Specification E 4E, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and regulations</li> </ul>
<ul style="list-style-type: none"> <li>Specification for works On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment BB 8210/ (old E7/1)</li> </ul>

**4. Constraints on how the Contractor Provides the Works**

4.1 Work site information

4.1.1 The *Contractor* is to take care when digging

It is not to damage any electrical cables, water pipes or any other underground services.

4.1.2 All rubble shall be dumped at a registered metro-dumping site. *Contractor shall* move cover and protect all Transnet's assets and equipment at all times. The *Contractor* shall supply and have available on the site at all times an A5 size triplicate carbon copy book with detachable sheets for receiving and recording instructions by the *Employer's Deputy* or anyone appointed by the *Employer's Deputy*.

## 5. Requirements for the programme and project deliverables

### 5.1 Duration of delivery schedule is 6 weeks

### 5.2 Work program

#### 5.2.1 Format of the program

- Acceptance of any program by the *Project Manager* shall have no contractual status other than an indication that the *Project Manager* is satisfied as to the order in which the work is to be carried out, and that the *Contractor* undertakes to perform all work in accordance with the accepted program. The *Project Manager* retains the right to alter the accepted program should circumstances on site necessitate such a change

## 6. Services and other things to be provided by the Employer

- Water Electricity will be available on Site.
- Working Permits

## 7.1 The Contractor's Invoices

7.1.1 When the *Project Manager* certifies payment (see ECSC Clause 50) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.

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

7.1.3 The invoice states the following:

- Invoice addressed to Transnet Limited;
- Transnet Limited's VAT No: 4720103177;
- Invoice number;
- The *Contractor's* VAT Number; and
- The Contract number (to be advised)

7.1.4 The invoice contains the supporting detail

7.1.5 The invoice is presented either by post or by hand delivery.

7.1.6 Invoices submitted by post are addressed to:

Transnet Freight Rail  
Real Estate Management  
Private Bag X637  
Pretoria  
0001

For the attention of Marlene Oosthuizen, TFR Real Estate Management, Eastern Region

Transnet Freight Rail  
Tender Number: ERAC KT3756 – 21429CIDB  
Description of the Works: Repairs to paving at Pretcon Depot (08BD155P), Pretoria.

7.1.7 Invoices submitted by hand are presented to:

Transnet Freight Rail  
Real Estate Management  
Room 227, Nzasm Building, C/O Paul Kruger & Minnaar Street  
Pretoria  
0001  
For the attention of Marlene Oosthuizen, TFR Real Estate Management, Eastern Region

**Tel 012 315 2027**

**Fax: 012 315 3214**

7.1.8 The invoice is presented as an original.

**"PREVIEW COPY ONLY"**





## C4: Site Information

### C4.1: Information about the *site* at time of tender which may affect the work in this contract

#### 1. Access limitations

#### 2. Ground conditions in areas affected by work in this contract

2.1 Soft natural soil

#### 3. Hidden and other services within the *site*

3.1 Sewer network line

3.2 Water network

3.3 Electrical

#### 4. Details of existing buildings / facilities which *Contractor* is required to work on

4.1 Building alteration asset no.:

1. 08BD155P

CLAUSE BY CLAUSE STATEMENT OF COMPLIANCE TO THE NEC3 ECSC GENERAL CONDITIONS OF CONTRACT					
Transnet Freight Rail Tender Number: ERAC KT3756--21429CIDB Description of the Works: Repairs to paving at Pretcon Depot (08BD155P), Pretoria. ( TO BE COMPLETED IN FULL (YES & COMPLY) OR (NO & DO NOT COMPLY) )					
ECSC NEC GENERAL CONDITIONS OF CONTRACT					
Item			Comply	Doesn't Comply	Comment
<b>C1:2 CONTRACT DATA</b>					
The Defect Correction Period (1 week after notification)	41.3				
The Delay Damges are R2000.00 per day	50.5				
Payment Period	51.2				
The currency of this contract ( SA Rand)	51.5				
<b>C3: SCOPE OF WORK</b>					
<b>C3: 1 Works Information</b>					
Description of works	1.1				
	1.1.1				
	1.1.2				
Work to be performed by the Contractor for the works	1				
	b				
	d				
Remove for Scrap	1.3.1				
	1.3.1.1				
	1.3.1.2				
	1.3.1.3				
Remove & Re-lay	1.3.2				
	1.3.2.1				
	1.3.2.2				
	1.3.2.3				
	1.3.2.4				
	1.3.2.5				
Bedding Sand	1.3.3				
	1.3.3.1				
	1.3.3.2				
Paving	1.3.4				
	1.3.4.1				
	1.3.4.2				
	1.3.4.3				
	1.3.4.4				
	1.3.4.5				
Construction	1.4.1				
	1.4.1.1				
	1.4.1.2				
	1.4.1.3				
	1.4.1.4				
	1.4.1.5				
	1.4.1.6				
	1.4.1.7				
	1.4.1.8				
	1.4.1.9				
Access to the Site	1.4.2				
	1.4.2.1				
	1.4.2.2				
	1.4.2.3				
Hours of work	1.4.3				
	1.4.3.1				
	1.4.3.2				
	1.4.3.3				
Care of existing facilities	1.4.4				
	1.4.4.1				
	1.4.4.2				

"PREVIEW COPY ONLY"

	1.4.4.3		
Facilities for Supervisor	1.4.5		
	1.4.5.1		
	1.4.5.2		
Site office for contractor	1.4.6		
	1.4.6.1		
	1.4.6.2		
	1.4.6.3		
Toilets	1.4.7		
	1.4.7.1		
Water Supply	1.4.8		
	1.4.8.1		
	1.4.8.2		
Electrical Supply	1.4.9		
	1.4.9.1		
	1.4.9.2		
Completion, Testing, Commissioning & Correction of Defects	1.4.10		
	1.4.10.1		
Retention & maintenance period	1.4.11		
	1.4.11.1		
Guarantee	1.4.12		
	1.4.12.1		
	1.4.12.2		
	1.4.12.3		
General Obligations	1.5		
	1.5.1		
	1.5.2		
	1.5.3		
	1.5.4		
	1.5.5		
	1.5.6		
	1.5.7		
	1.5.8		
	1.5.9		
	1.5.10		
	1.5.11		
	1.5.12		
	1.5.13		
	1.5.14		
Statutory requirements and standards	1.6		
	1.6.1		
	1.6.2		
	1.6.3		
	1.6.4		
	1.6.4.1		
Minimum elements for health, risk and safety plan	1.7		
	1.7.1		
	1.7.1.1		
	1.7.1.2		
	1.7.1.3		
	1.7.1.4		
	1.7.1.5		
Site organisation	1.7.2		
	1.7.2.1		
	1.7.2.2		
	1.7.2.3		
	1.7.2.4		
	1.7.2.5		
	1.7.2.6		
	1.7.2.7		
	1.7.2.8		
	1.7.2.9		
Risk assessment/management	1.7.3		
	1.7.3.1		
	1.7.3.2		
	1.7.3.3		
Education and Training	1.7.4		
	1.7.4.1		
	1.7.4.2		

"PREVIEW COPY ONLY"

	1.7.4.3		
Emergency Planning-Evacuation Plan	1.7.5		
	1.7.5.1		
	1.7.5.2		
Health and Safety Communications	1.7.6		
	1.7.6.1		
	1.7.6.2		
Safe Working Procedures and Methods	1.7.7		
	1.7.7.1		
	1.7.7.2		
	1.7.7.3		
Personal Protective equipment and clothing	1.7.8		
	1.7.8.1		
	1.7.8.2		
Project Security	1.7.9		
	1.7.9.1		
	1.7.9.2		
Equipment requirement for the purpose of this contract	1.8		
	1.8.1		
	1.8.2		
	1.8.3		
	1.8.4		
Drawings	2		
	N/A		
Specifications			
Constraints on how the Contractor provides the Works	4		
	4.1		
	4.1.1		
	4.1.2		
Requirements for the programme and project deliverables	5		
Duration of delivery schedule is 6 weeks	5.1		
Work program	5.2		
Format of the program	5.2.1		
Services and other things to be provided by the Employer	6		
The Contractor's investment	7.1		
	7.1.1		
	7.1.2		
	7.1.3		
	7.1.4		
	7.1.5		
	7.1.6		
	7.1.7		
	7.1.8		

"PREVIEW COPY ONLY"

# 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 to Paving at Pretcon Depot, Pretoria.**

**Building assets number (08BD155P)**

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

The offered total of the Prices exclusive of VAT is	R
Value Added Tax @ 14% 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: \_\_\_\_\_

### 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

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

**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		
6		
7		

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 agenda 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 \_\_\_\_\_  
*(Insert name and address of organisation)*

\_\_\_\_\_

On behalf of \_\_\_\_\_

Name & signature of witness \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_



**C1.2 Contract Data**

**Data provided by the *Employer***

Please read the relevant clauses in the NEC3 Engineering and Construction Short Contract (June 2005) (ECSC3)<sup>1</sup> before you enter data. The number of the principal clause is shown for most statements however other clauses may also use the same data.

Completion of this data in full is essential to create a complete contract.

Clause	Statement	Data
<b>General</b>		
10.1	The <i>Employer</i> is	Transnet SOC Ltd
	Address	Registered address: Carlton Centre 150 Commissioner Street Johannesburg
	Having elected its Contractual Address for the purposes of this contract as:	Option B*  Transnet Freight Rail Cnr no.6 Paul Kruger and Minnaar Streets Pretoria 0001
		Postal Address  Private Bag X34 Pretoria 0001
	Tel No.	012 315 2059
	Fax No.	012 315 2138
11.2(11)	The <i>works</i> are	Repairs to Paving (Asset No.08BD155P) at Pretcon Depot, Pretoria.
11.2(13)	The Works Information is in	the document called 'Works Information' in Part 3 of this contract.
11.2(12)	The Site Information is in	the document called 'Site Information' in Part 3 of this contract.
11.2(12)	The <i>site</i> is	Transnet Freight Rail, Pretcon Operation Yard, Paul Kruger Street, Pretoria.
	The <i>starting date</i> is	TBA

<sup>1</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009

"PREVIEW COPY ONLY"



Transnet Freight Rail  
Tender Number: ERAC KT3756 – 21429CIDB  
Description of the Works: Repairs to Paving (Asset No.08BD155P) at Pretcon Depot, Pretoria.

11.2(2)	The <i>completion date</i> is	TBA
13.2	The <i>period for reply</i> is	One (1) week
14.4	The <i>Employer's representative</i> is (name)	Ms Mokgadi Molokwane / Mr Sivuyile Nguma
	Address	Room 215, Nzasm Building Cnr. Minnaar and Paul Kruger Street Pretoria CBD
	Tel No.	012 315 3244 / 083 810 8550
	Fax No.	
	The authority of the <i>Employer's representative</i> is	The <i>Employer's representative</i> is delegated to carry out all the actions of the <i>Employer</i> as stated in this contract with the exception of those required by clause 51.1, 81.1, 90,91,92 & 93
40	The <i>defects date</i> is	10 weeks after the completion date of the contract
41.3	The <i>defect correction period</i> is	1 week
50.1	The <i>assessment day</i> is on the	2 <sup>nd</sup> of each month.
50.5	The <i>delay damages</i> are	R 2 000.00 per day for construction related activities
50.6	The <i>retention</i> is	Not applicable
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made	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 on late payment</i> is	The prime lending rate of the Standard Bank of South Africa
80.	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's property</i> in excess of	for any one event
82.1	The <i>Employer</i> provides this insurance	(Review intention on a per contract basis – BPCI < 5Rm)
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
93.1	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> .
93.2(2)	The <i>Adjudicator nominating body</i> is:	

Transnet Freight Rail  
 Tender Number: ERAC KT3756 – 21429CIDB  
 Description of the Works: Repairs to Paving (Asset No.08BD155P) at Pretcon Depot, Pretoria.

	If no <i>Adjudicator nominating body</i> is entered, it is:	<b>The Association of Arbitrators (Southern Africa)</b>
93.4	The <i>tribunal</i> is:	<b>Arbitration</b>
If the tribunal is arbitration complete this data:	The <i>arbitration procedure</i> is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>
	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	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>
	<b>The conditions of contract are the NEC3 Engineering and Construction Short Contract (June 2005)<sup>2</sup> and the following additional conditions:</b>	<b>Not applicable</b>
	The <i>additional conditions of contract</i> are:	<b>Not applicable</b>

"PREVIEW COPY ONLY"

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009.

**Data provided by the Contractor (the Contractor's Offer)**

The tendering contractor is advised to read both the NEC3 Engineering and Construction Short Contract (June 2005) and the relevant parts of its Guidance Notes (ECSC3-GN)<sup>3</sup> 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 page 26 of the ECSC3 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

10.1	The Contractor is (Name): Address Tel No. Fax No. E-mail address		
63.2	The percentage for overheads and profit added to the Defined Cost for people is	%	
63.2	The percentage for overheads and profit added to other Defined Cost is	%	
11.2(9)	The Bill of Quantities is in	the document called 'Bill of Quantities' in Part 2 of this contract.	
11.2(10)	The offered total of the Prices is [Enter the total of the Prices from the Bill of Quantities]:	R [in words]	excluding VAT
			excluding VAT

"PREVIEW COPY ONLY"

<sup>3</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009.



## C2 Pricing Data

### C2.1 Pricing Instructions

Entries in the first four columns in the Bill of Quantities are made either by the *Employer* or the tenderer.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only; the Unit, Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

All Prices are to be shown excluding VAT unless instructed otherwise by the *Employer* in Tender Data or in an instruction the *Employer* has given before the tenderer enters his Prices.

If there is insufficient space in the Bill of Quantities which follows, state in which document the Bill of Quantities is contained.



## C3: Scope of Work

### C3.1 Works Information

#### 1.1 Description of the Works

- 1.1.1 This specification calls for the preparations and repairs to paving 296 68 m<sup>2</sup> Pretcon CX container depot, Capital Park Pretoria.
- 1.1.2 The work covers the removal of 60mm existing concrete interlocking paving blocks and replacing with new ones, ripping existing 30mm bedding and preparing, placing and compacting new 30mm bedding sand, ripping existing base layer and preparing new base layer by stabilizing and levelling, paving and reinstatement of road markings and opening the site on completion of the works, hereinafter referred to as the "WORKS", and any other work arising out of or incidental to the above, or required of the Contractor for the proper completion of the WORKS in accordance with the true meaning and intent of the contract and shall in all respects comply with all regulations.

#### 1.2 Work to be performed by the Contractor for the Works

This will include:

- a) Preliminary and general
- b) Site Clearance and Demolishing work.
- c) Excavation and Earth works (Machine and by hand )
- d) Scrap Value material

**1.3 General Schedule of Works - Repairs to paving at Pretcon Depot (08BD155P), Pretoria.**

**1.3.1 Remove for Scrap**

1.3.1.1 Remove all existing broken interlocking concrete paving blocks for scrap. All the blocks removed shall be disposed in a suitable place that is to the satisfaction of a Project Manager.

1.3.1.2 Rip the existing bedding sand to its full depth for spoil. To be discussed on site.

1.3.1.3 Rip the existing sub-base/base to a depth of  $\pm 150$ mm. The first ripped 150mm layer shall be disposed off-site as spoil material.

**1.3.2 Remove and Re-Use**

1.3.2.1 Remove the existing paving bricks for re-use. This applies to all the existing paving bricks that are still in good condition or not damaged. To be shown on site.

1.3.2.2 Cut the existing sub-base/base to a depth of 150mm.

1.3.2.3 Re-use the materials from cuts to fill the excavated areas to two layers of 200mm sub-base and 150mm base by mixing, setting and re-compacting to 95% Mod AASHTO using vibrating compactor. Layers shall be compacted separately to 95% Mod AASHTO. NB: The materials shall serve as 150mm base and 200mm sub-base respectively.

1.3.2.4 Supply and deliver 150mm cemented-stabilised crusher-run base material place, wet, level and compact using plate vibrating compactor to 98% Mod AASHTO.

NB: All imported material shall be obtained from an SABS approved source.

1.3.2.5 Finished level of C4 material to be on the same level with the existing sub-base/base layer on site.

**1.3.3 Bedding Sand**

1.3.3.1 Supply, deliver and lay 20mm coarse river sand bedding and grade by hand to level.

1.3.3.2 The Sand for bedding shall be free from deleterious substances or substances that could cause the discolouring of paving units and shall not contain more than 3% silt and clay by mass.

### 1.3.4 Paving

1.3.4.1 Supply and lay 80mm grey interlocking concrete block pavers and apply two cycles of compactions using vibrating plate compactor. Moisture content of bedding to be still at at-least 4 – 6% before laying the pavers.

1.3.4.2 Block paving to follow the percentage (%) fall of the existing paving. NB: Precast concrete segmental blocks shall be of the thickness, colour (grey), class of concrete, shape and type as specified in the Project Specifications, shall comply with the relevant requirements of SANS 1058, and shall be obtained from a manufacturer approved by the Engineer, in writing.

1.3.4.3 Cover paving with dry, finer and clean plaster sand to serve as jointing sand, vibrate and compact with a vibrating plate compactor and wash the sand with water and sweep in between the joints with broom.

NB: Jointing sand shall pass through a 1.18 mm sieve and shall contain between 10% and 15% of material that passes through a 0,075 mm sieve. The sand shall not contain substances which may cause the staining of the units.

1.3.4.4 Removed all excess sand.

1.3.4.5 Finished level to be the same level as the existing paving. NB: all kinks will have to be redone.



**1.4 General Conditions of Works - Repairs to paving at Pretcon Depot (08BD155P), Pretoria.**

**1.4.1 Construction**

**1.4.1.1 NB! COOPERATION WITH OTHER PARTIES AND SAFETY**

1.4.1.2 The *Contractor* and his sub-contractors will be required to arrange with Transnet Freight Rail depot management (Depot Management) and attend necessary induction courses.

1.4.1.3 Refer to attached Health and Safety documents.

1.4.1.4 The *Contractor* must allow for daily activities of the operational staff in and around the Site.

1.4.1.5 The *Contractor* shall prepare a list of client representatives on:

- All services
- All operations
- All other relevant parties;

1.4.1.6 The *Contractor* shall have this list updated and displayed in- and out site the site office and shall further use this list as first point of reference in an incident.

1.4.1.7 Should the *Contractor* not receive immediate co-operation, he shall notify the Project Manager immediately, failing which he may be held responsible for any delays resulting there from.

1.4.1.8 The *Contractor* shall make a reasonable allowance in all tendered rates for the necessity of interfacing with the activities of the staff, and allow for access at all times for use by other parties unless otherwise agreed by the Project Manager.

1.4.1.9 The *Contractor* must cordon off the area where the construction is to be undertaken, to prevent injuries to visitors and staff, and to reasonably control vehicular and pedestrian traffic.

**1.4.2 Access to the Site**

1.4.2.1 Access to the site shall be determined with the successful *Contractor*.

1.4.2.2 Arrangements must be made with the Depot management for material and equipment arrivals and departure.

1.4.2.3 The successful *Contractor* is to be adhering to all Rules and Regulations of the Depot Management.

#### 1.4.3 Hours of Work

- 1.4.3.1 Normal working hours will be 7:00 to 16:30 Mondays to Fridays.
- 1.4.3.2 *Contractor* must however estimate their own cost with respect to working outside normal working hours.
- 1.4.3.3 The cost thereof will be considered to be included in the tendered rates.

#### 1.4.4 Care of Existing Facilities

- 1.4.4.1 The *Contractor* shall take care not to damage existing facilities and services.
- 1.4.4.2 The Project Manager may instruct the *Contractor* to clean or reinstate any facilities damaged or contaminated by the *Contractor*, to its original condition, without additional payment.
- 1.4.4.3 The *Contractor* must remove all un-used material and rubble on completion of the works.

#### 1.4.5 Facilities for Supervisor

- 1.4.5.1 No additional facilities for the Consultants are required.
- 1.4.5.2 The Consultants and their representative will make use of a portion of the site office.

#### 1.4.6 Site Offices for Contractor

- 1.4.6.1 The *Contractor* shall provide the items as below, in a site office provided him and the position thereof must be approved by depot Management.
- 1.4.6.2 Clean table and two chairs, document storage (Drop in filing cabinet and plan hanger), email and internet facilities and the Dairy: Performa to be approved by the Project Manager.
- 1.4.6.3 Personal protection equipment (hart hats, safety vests, safety shoes), emergency and Safety Equipment (Fire extinguisher First Aid Kit)

#### 1.4.7 Toilets

- 1.4.7.1 The *Contractor* must use his own portable toilets

#### 1.4.8 Water Supply

- 1.4.8.1 A supply of water is available on site at Pretcon Depot.
- 1.4.8.2 The *Contractor* must however make his own arrangements, for connection to existing services maintaining and removal of connection/s on completion of the contract

#### 1.4.9 Electrical Supply

- 1.4.9.1 Power is available on site at Pretcon Depot.
- 1.4.9.2 The *Contractor* must however make his own arrangements, for connection to existing services maintaining and removal of connection/s on completion of the contract

#### 1.4.10 Completion, Testing Commissioning and Corrections of Defects

1.4.10.1 All work to be done by the completion date as stated in the contract data

#### 1.4.11 Retention and Maintenance Period

1.4.11.1 With reference to the General Conditions of the Contract, the Employer will retain the full ten percent of the value of the work completed as reflected by the monthly progress measurements, until the completion of the contract and the full maintenance period of six months.

#### 1.4.12 Guarantee

1.4.12.1 The *Contractor* shall provide guarantee (bond) in the amount of ten percent of the contract value for the due and faithful performance by him of all his duties and obligations resting upon him in term of the contract.

1.4.12.2 Such guarantee shall be in the form of above guarantee must be obtained within two weeks from award of the contract.

1.4.12.3 Site access will only be granted after guarantee is lodged with T F R

**Note:** *Contractor* shall give a value on the tender price schedule of the re-useable material on the buildings if any. Re-usable material shall include roof sheeting, all steel sections, bricks, steel window and door frames, but exclude any railway line sections used in the construction of the buildings. The value of the re-useable material and or material with scrap value shall be de-ducted from the tender amount as specified.

## 1.5 General Obligations

- 1.5.1 *Contractors* shall quote their earliest completion time, as the work is urgently required.
- 1.5.2 The *Contractor shall* not make use of any *sub-Contractor* to perform the works or parts thereof without prior permission from the *Employer's Deputy*
- 1.5.3 The *Contractor* shall ensure that a safety representative is on-site at all times.
- 1.5.4 The *Contractor shall* comply with all applicable legislation and Transnet safety requirements adopted from time to time and instructed by the *Employer's Deputy / Supervisor*. Such compliance shall be entirely at his/ her own cost, and shall be deemed to have been allowed for in the rates and prices in the contract.
- 1.5.5 The *Contractor's* Health and Safety Programme shall be subject to agreement by the *Employer's Deputy / Supervisor*, who may, in consultation with the *Contractor*, order supplementary and /or additional safety arrangements and/or different safe working methods to ensure full compliance by the *Contractor* with his obligations as an *Employer* in terms of the Act.
- 1.5.6 The *Contractor shall*, in particular, comply with the following Acts and Transnet Specifications:-
- 1.5.7 The Compensation for Occupational Injuries and Diseases Act, No.130 of 1993. The *Contractor* shall produce proof of his or her registration and good standing with the Compensation Commissioner in terms of the Act.
- 1.5.8 In addition to compliance with **clause 1.6.8** hereof, the *Contractor shall* report all incidents in writing to the *Employer's Deputy / Supervisor*. Any accident resulting in the death of or injury to any person on the works shall be reported within 24 hours of its occurrence and any other incident shall be reported 48 hours of its occurrence.
- 1.5.9 The *Contractor shall* supply a **site diary** (with triplicate pages). This book shall be used to record any unusual events during the period of the work. Any delays to the work shall also be recorded such as delays caused by poor weather conditions, delays caused by permits being cancelled etc. The appointed *Employer's Deputy or Supervisor* must countersign such delays. Other delays such as non-availability of equipment from 3<sup>rd</sup> party suppliers must be communicated to the *Employer's Deputy or Supervisor* in writing.
- 1.5.10 The *Contractor shall* supply a **site instruction book** (with triplicate pages). This book shall be used to record any instructions to the *Contractor* regarding problems encountered on site – for example the quality of work or the placement of equipment. This book shall be filled in by the *Employer's Deputy or Supervisor* and must be countersigned by the *Contractor*.
- 1.5.11 Both books mentioned in **1.5.9 and 1.5.10** shall be property of Transnet Freight Rail and shall be handed over to the *Employer's Deputy or Supervisor* on the day of energising or handing over.
- 1.5.12 The *Contractor shall*, request the person concerned to write the instruction in the site book to sign and to record his official designation. The *Contractor shall* countersign the instruction. The *Contractor and* Transnet Freight Rail's *Employer's Deputy* shall take copy of the instruction –one copy to remain in the book. The book shall become the property of Transnet after the works have been completed.

- 1.5.13 The *Contractor* will repair any damage to same at his /her own cost. If Transnet effects any repairs due to the negligence of the *Contractor*, then the cost will be deducted from the contracted amount. Any such damages to be reported to the *Supervisor* before any repairs are undertaken. All repairs must be completed on the same day.
- 1.5.14 The *Contractor* shall ensure that the work site is kept clean and tidy at all times.

## 1.6 Statutory Requirements and Standards

1.6.1 All activities shall comply with the statutory requirements and, where possible, within the ambit of guidelines, inter alia;

- "Occupational Health and Safety Requirements to be met by *Contractors* and *sub-Contractors* employed by Transnet Freight Rail".
- See Health and Safety Requirements for Construction Work

1.6.2 In providing the works, the *Contractor* shall be required to:

- Supply, deliver and install materials in accordance with the contract where stated "**Materials to be supplied by the *Contractor***". Materials to be controlled and managed on site in accordance with the approved construction programme.

1.6.3 Supply of materials

- All material must be SANS approved.
- All materials used shall comply with the *Employer* Requirements and shall be new and of the best quality.
- Note all quantities are provisional and the final quantities will be re-measured on site.

1.6.4 Acts and regulations to comply with

- The following publications (latest edition) are referred to herein and used to comply with in this specification:-

1.6.4.1 Occupational Health and Safety Act:-

- Act 85 of 1993 - OHS Act
- Act 6 of 1983 - MOS Act

## **1.7 Minimum Contents for Health, Risk and Safety Plan**

### **1.7.1 SHE Management Structure**

- 1.7.1.1 Construction Work Supervisor (Construction Regulation 6)
- 1.7.1.2 Subordinate Construction Work Supervisor (Construction Regulation 6)
- 1.7.1.3 Construction Safety Officer (Construction Regulation 6(7)).
- 1.7.1.4 List of *Contractors* already appointed - List to be revised at least monthly.
- 1.7.1.5 Health and Safety Representative (Section 17 of OHS Act).

### **1.7.2 SHE Organisation**

- 1.7.2.1 Health and Safety Committee.
- 1.7.2.2 Composition.
- 1.7.2.3 Frequency of Meetings.
- 1.7.2.4 Minutes of meeting.
- 1.7.2.5 Legal Compliance Audits.
- 1.7.2.6 Audit Report.
- 1.7.2.7 Frequency of Audits.
- 1.7.2.8 Findings and Analysis.
- 1.7.2.9 Corrective Action

### **1.7.3 Risk Assessment/Management**

- 1.7.3.1 Task descriptions.
- 1.7.3.2 Risk Identification, Analysis, Mitigating Steps, Monitoring Steps and Review Plan.
- 1.7.3.3 Risk Assessment (Construction Regulation 7)

### **1.7.4 Education and Training**

- 1.7.4.1 Induction training (Construction Regulation 7(9))
- 1.7.4.2 Site Specific Training.
- 1.7.4.3 Certificate of Competence.

### **1.7.5 Emergency Planning – Evacuation plan**

- 1.7.5.1 Client procedure.
- 1.7.5.2 Site Procedure.

### **1.7.6 Health and Safety Communications**

- 1.7.6.1 Safety/Toolbox talks.
- 1.7.6.2 Incident Recall.

### **1.7.7 Safe Working Procedures and Methods**

- 1.7.7.1 Method Statements.
- 1.7.7.2 Safe Operating Procedures.
- 1.7.7.3 Task/Job observations.

### **1.7.8 Personal Protective Equipment and Clothing**

- 1.7.8.1 PPE required after all other controls have been considered (Barrier tapes, Reflector vests, Safety gloves, Safety glasses, Ear protection, Safety boots, Safety masks, Coveralls, Hard hats, First Aid box & First aider, Safety file)
- 1.7.8.2 PPE proof of issue.

### **1.7.9 Project security**

- 1.7.9.1 Security risks identified.
- 1.7.9.2 Access control.

### **1.7.10 Other Safety requirements**

- 1.7.10.1 Daily alcohol tests will be performed
- 1.7.10.2 Avoid crossing of railway lines if need be observe for moving trains
- 1.7.10.3 No person is allowed to climb any of the OHT structures
- 1.7.10.4 No persons must come close to the overhead cables and wires
- 1.7.10.5 All electrical equipment cables should be treated as LIVE & DANGEROUS

### **1.8. Minimum equipment requirement for the purpose of this contract**

- 1.8.1 Truck
- 1.8.2 Heavy Duty Plants and Equipment. (e.g. TLB, Roller stampers)
- 1.8.3 Compactor.
- 1.8.4 Variety of Hand Tools.

## 2. Drawings

Drawing number	Revision	Title
2.1		n/a

## 3. Specifications:

Title
<ul style="list-style-type: none"> <li>South African Bureau of Standards  SANS 10400: means the code of practice for the application of the National Building Regulations  SANS 10142: The wiring of premises part1. low voltages installations</li> </ul>
<ul style="list-style-type: none"> <li>Transnet Specification E 4B, Minimum communal health requirements in areas outside the jurisdiction of a local authority: temporary facilities for <i>Contractor's</i> personnel</li> </ul>
<ul style="list-style-type: none"> <li>Transnet Specification E 4E, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and regulations</li> </ul>
<ul style="list-style-type: none"> <li>Specification for Work On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment BFD8210/ (old E7/1)</li> </ul>

## 4. Constraints on how the *Contractor* Provides the Works

### 4.1 Work site information

#### 4.1.1 The *Contractor* is to take care when digging

holes not to damage any electrical cables, water pipes or any other underground services.

#### 4.1.2 All rubble shall be dumped at a registered metro-dumping site. *Contractor shall* move cover and protect all Transnet's assets and equipment at all times. The *Contractor* shall supply and have available on the site at all times an A5 size triplicate carbon copy book with detachable sheets for receiving and recording instructions by the *Employer's Deputy* or anyone appointed by the *Employer's Deputy*.



## 5. Requirements for the programme and project deliverables

### 5.1 Duration of delivery schedule is 5 weeks

### 5.2 Work program

#### 5.2.1 Format of the program

- Acceptance of any program by the *Project Manager* shall have no contractual status other than an indication that the *Project Manager* is satisfied as to the order in which the work is to be carried out, and that the *Contractor* undertakes to perform all work in accordance with the accepted program. The *Project Manager* retains the right to alter the accepted program should circumstances on site necessitate such a change

## 6. Services and other things to be provided by the Employer

- Water Electricity will be available on Site.
- Working Permits

### 7.1 The Contractor's Invoices

7.1.1 When the *Project Manager* certifies payment (see ECSC Clause 50) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.

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

7.1.3 The invoice states the following:

- Invoice addressed to Transnet Limited;
- Transnet Limited's VAT No: 4720103177;
- Invoice number;
- The *Contractor's* VAT Number; and
- The Contract number (to be advised)

7.1.4 The invoice contains the supporting detail

7.1.5 The invoice is presented either by post or by hand delivery.

7.1.6 Invoices submitted by post are addressed to:

Transnet Freight Rail  
Real Estate Management  
Private Bag X637  
Pretoria  
0001

For the attention of Marlene Oosthuizen, TFR Real Estate Management, Eastern Region

Transnet Freight Rail  
Tender Number: ERAC KT3756 – 21429CIDB  
Description of the Works: Repairs to paving at Pretcon Depot (08BD155P), Pretoria.

7.1.7 Invoices submitted by hand are presented to:

Transnet Freight Rail

Real Estate Management

Room 227, Nzasm Building, C/O Paul Kruger & Minnaar Street

Pretoria

0001

For the attention of Marlene Oosthuizen, TFR Real Estate Management, Eastern Region

**Tel 012 315 2027**

**Fax: 012 315 3214**

7.1.8 The invoice is presented as an original.

**"PREVIEW COPY ONLY"**



## C4: Site Information

### C4.1: Information about the *site* at time of tender which may affect the work in this contract

#### 1. Access limitations

#### 2. Ground conditions in areas affected by work in this contract

2.1 Soft natural soil

#### 3. Hidden and other services within the *site*

3.1 Sewer network line

3.2 Water network

3.3 Electrical

#### 4. Details of existing buildings / facilities which *Contractor* is required to work on

4.1 Building alteration asset no.:

1. 08BD155P

CLAUSE BY CLAUSE STATEMENT OF COMPLIANCE TO THE NEC3 ECSC GENERAL CONDITIONS OF CONTRACT					
Transnet Freight Rail Tender Number: ERAC KT3756 – 21429CIDB Description of the Works: Repairs to paving at Pretcon Depot (08BD155P), Pretoria. ( TO BE COMPLETED IN FULL (YES & COMPLY) OR (NO & DO NOT COMPLY) )					
ECSC NEC GENERAL CONDITIONS OF CONTRACT					
Item			Comply	Doesn't Comply	Comment
<b>C1.2: CONTRACT DATA</b>					
The Defect Correction Period (1 week after notification)	41.3				
The Delay Damages are R2000.00 per day	50.5				
Payment Period	51.2				
The currency of this contract ( SA Rand)	51.5				
<b>C3: SCOPE OF WORK</b>					
<b>C3: 1 Works Information</b>					
Description of works	1.1				
	1.1.1				
	1.1.2				
Work to be performed by the Contractor for the works	1.2				
	1.2.1				
	1.2.2				
	1.2.3				
	1.2.4				
	1.2.5				
Remove for Scrap	1.3				
	1.3.1.1				
	1.3.1.2				
	1.3.1.3				
Remove & Re-lay	1.3.2				
	1.3.2.1				
	1.3.2.2				
	1.3.2.3				
	1.3.2.4				
	1.3.2.5				
Bedding Sand	1.3.3				
	1.3.3.1				
	1.3.3.2				
Paving	1.3.4				
	1.3.4.1				
	1.3.4.2				
	1.3.4.3				
	1.3.4.4				
	1.3.4.5				
Construction	1.4.1				
	1.4.1.1				
	1.4.1.2				
	1.4.1.3				
	1.4.1.4				
	1.4.1.5				
	1.4.1.6				
	1.4.1.7				
	1.4.1.8				
	1.4.1.9				
Access to the Site	1.4.2				
	1.4.2.1				
	1.4.2.2				
	1.4.2.3				
Hours of work	1.4.3				
	1.4.3.1				
	1.4.3.2				
	1.4.3.3				
Care of existing facilities	1.4.4				
	1.4.4.1				
	1.4.4.2				

"PREVIEW COPY ONLY"

Clause by clause statement of compliance to the General Conditions of Contract

	1.4.4.3		
Facilities for Supervisor	1.4.5		
	1.4.5.1		
	1.4.5.2		
Site office for contractor	1.4.6		
	1.4.6.1		
	1.4.6.2		
	1.4.6.3		
Toilets	1.4.7		
	1.4.7.1		
Water Supply	1.4.8		
	1.4.8.1		
	1.4.8.2		
Electrical Supply	1.4.9		
	1.4.9.1		
	1.4.9.2		
Completion, Testing, Commissioning & Correction of Defects	1.4.10		
	1.4.10.1		
Retention & maintenance period	1.4.11		
	1.4.11.1		
Guarantee	1.4.12		
	1.4.12.1		
	1.4.12.2		
	1.4.12.3		
General Obligations	1.5		
	1.5.1		
	1.5.2		
	1.5.3		
	1.5.4		
	1.5.5		
	1.5.6		
	1.5.7		
	1.5.8		
	1.5.9		
	1.5.10		
	1.5.11		
	1.5.12		
	1.5.13		
	1.5.14		
Statutory requirements and standards	1.6		
	1.6.1		
	1.6.2		
	1.6.3		
	1.6.4		
	1.6.4.1		
Minimum contents for health, risk and safety plan	1.7		
	1.7.1		
	1.7.1.1		
	1.7.1.2		
	1.7.1.3		
	1.7.1.4		
	1.7.1.5		
Site organisation	1.7.2		
	1.7.2.1		
	1.7.2.2		
	1.7.2.3		
	1.7.2.4		
	1.7.2.5		
	1.7.2.6		
	1.7.2.7		
	1.7.2.8		
	1.7.2.9		
Risk assessment/management	1.7.3		
	1.7.3.1		
	1.7.3.2		
	1.7.3.3		
Education and Training	1.7.4		
	1.7.4.1		
	1.7.4.2		

"PREVIEW COPY ONLY"

	1.7.4.3		
Emergency Planning-Evacuation Plan	1.7.5		
	1.7.5.1		
	1.7.5.2		
Health and Safety Communications	1.7.6		
	1.7.6.1		
	1.7.6.2		
Safe Working Procedures and Methods	1.7.7		
	1.7.7.1		
	1.7.7.2		
	1.7.7.3		
Personal Protective equipment and clothing	1.7.8		
	1.7.8.1		
	1.7.8.2		
Project Security	1.7.9		
	1.7.9.1		
	1.7.9.2		
Equipment requirement for the purpose of this contract	1.8		
	1.8.1		
	1.8.2		
	1.8.3		
	1.8.4		
Drawings	2		
	4		
Specifications	3		
Constraints on how the Contractor provides the Works	4		
	4.1		
	4.1.1		
	4.1.2		
Requirements for the programme and project deliverables	5		
Duration of delivery schedule is 6 weeks	5.1		
Work program	5.2		
Format of the program	5.2.1		
Services and other things to be provided by the Employer	6		
The Contractor's invoices	7.1		
	7.1.1		
	7.1.2		
	7.1.3		
	7.1.4		
	7.1.5		
	7.1.6		
	7.1.7		
	7.1.8		

"PREVIEW COPY ONLY"