

## **PART C2.2**

### **SPECIFIC PRELIMINARIES**

#### **1. TEMPORARY WORKS AND PLANT.**

It shall be deemed that all cost associated with the provision of, including erection, dismantling, etc., of special scaffolding required for the proper execution of the work is included in the contract amount. It shall also be deemed that all cost associated with the provision of, including erection and dismantling, etc. of all scaffolding and hoisting equipment, machinery, etc. for all sub-contract work, required for the execution of the works, is included as part of the contract amount.

#### **2. PROPRIETARY BRANDED PRODUCTS**

All materials, fittings, finishes, etc. specified hereinafter under a trade name, catalogue number or reference, must be exactly as described. The Project Manager's approval in writing must be obtained for the use of any alternative to the specification before the submission of Tenders otherwise the specified materials, fittings, finishings, etc. will be as assumed to have been allowed for in the Tender.

The Contractor shall take delivery of, handle, store, use, apply and/or fix all proprietary branded products in strict accordance with the manufacturers' instructions after consultation with the manufacturer's authorised representative.

#### **3. MODE OF PROCEDURE**

The Contractor shall provide, at the first site meeting, a computer generated critical path programme for each section of the project. The programme shall be prepared in sufficient detail to enable the Project Manager to assess the weekly progress of the Works. The programme must clearly indicate the lead times for procurement and off-site manufacture where appropriate and key dates for information required and for the appointment of specialist sub-contractors. The programme and level of detail shall be to the entire satisfaction of the Project Manager.

No change is to be made to the programme without the approval of the Project Manager, who shall be entitled to instruct the Contractor to update and modify the programme in accordance with site circumstances, if applicable.

The programme is to be subject to the approval of the Project Manager but such approval shall in no way relieve the Contractor of his sole responsibility for the properly programming and seeing to the progress of the Works and the timeous completion thereof.

The programme is to be prominently displayed in the Site Office and copies of the programme and its supporting documentation together with all amended programmes shall be handed to the Project Manager.

The Contractor will be required to maintain, in addition to the main programme referred to above, a comprehensive fortnightly bar-chart programme expanded to reflect anticipated daily activities for the ensuing fourteen (14) days.

#### 4. LABOUR RECORD

At the end of each week the Contractor shall provide the Project Manager with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all Subcontractors on the works each day.

#### 5. WARRANTIES

The Contractor undertakes to perform the work in accordance with the terms and the conditions of the Contract, in a workmanlike manner, which shall include but not be limited to, complying with the manufacturers/suppliers' specifications, if applicable, in respect of goods, methods, or materials used in the performance of the work.

The Contractor further warrants that they shall use only new merchantable materials, fit for their intended purpose, as well as supervision, labour and equipment which are fit for the purpose for which they are intended.

#### 6. EXISTING SERVICES

The Contractor shall consult the Project Manager before disconnecting any services. The Contractor shall take special care not to damage any existing services that could have been foreseen or what have been shown to him by the Project Manager or Employer's representative. Damage to these services shall be for the Contractor's account.

#### 7. PLANT RECORD

At the end of each week the Contractor shall provide the Project Manager with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on The Works.

#### 8. MANUFACTURER'S RECOMMENDATIONS

All commodities are to be handled, stored, used, applied and/or fixed in strict accordance with the manufacturer's instructions and recommendations and after consultation with the manufacturer's authorised representative. Should these instructions and/or recommendations conflict with other specified requirements the Project Manager must be notified timeously.

#### 9. COMMODITIES TO BE NEW

All commodities, goods, articles or materials throughout the building are to be new except where re-use of existing is specified and are to be handled, stored, used, and/or fixed with care to ensure that they are in perfect condition when incorporated in the Works and thereafter properly protected so as to ensure that they are likewise in perfect condition when handed over at completion of the Works.

## 10. STANDARD OF WORKMANSHIP AND MATERIALS

In the absence of detailed specifications for any item or items, National Building Regulations, the latest applicable South African Bureau of Standard (SABS) Specifications, or where such does not exist, then the latest applicable British Standard Specification (BS) shall apply.

## 11. OCCUPATIONAL HEALTH AND SAFETY ACT

The Contractor shall comply with the requirements as stated in the Occupational Health and Safety Manual for construction as prepared by BIFSA or the Occupational Health and Safety specification, if included as part of the contract documents and for the duration of this contract be deemed to be the mandatory of the employer for the purposes of the Occupational Health and Safety Act No. 85 of 1993, and shall prior to taking occupation of the site, satisfy the employer by means of written representations confirming compliance with the relevant requirements of the said act.

Acceptance by the employer of the contractor's written representations in terms of the above, shall constitute an agreement in writing to the arrangements and procedures between the parties to ensure compliance by the contractor, with the provisions of the act referred to herein, for the purpose of section 37(2) of the said act.

The employer shall at all times have the right to summarily suspend the performance of the contractor hereunder pending compliance by the contractor with any requirement, regulation and/or direction referred to.

The employer shall be entitled to set-off against any amount owed to the employer by the contractor hereunder any loss or damage suffered by it (the employer) as a result of suspension of the contractor's performance in the circumstances envisaged above.

For the sake of clarity, it shall be deemed that the BIFSA documentation shall only apply in instances where no other Occupational Health and Safety Specification is included as part of the contract documents.

***(Note: It shall be deemed that the contractor shall comply with the specifications included in Part C3 – Section 8 – General Specifications.)***

## 12. GUARANTEES AND MAINTENANCE INSTRUCTIONS AND/OR MANUALS

The Contractor shall obtain and hand over to the Project Manager on practical completion, all relevant guarantees, any operating and maintenance instruction manuals, data or instructions required by the Project Manager or provided by manufacturer's or suppliers.

The Contractor shall ensure that all warranties and guarantees are received and fully ceded to the Employer on final completion.

### **13. PUBLICATIONS AND ADVERTISING**

The Contractor shall not publish or cause to be published, any papers, articles or information relating to this contract nor display or permit to be displayed any advertisements on the site or elsewhere, in connection with this contract, without the prior permission, in writing, of the Project Manager. The Contractor shall be responsible for the observance of this clause by his employees and sub-contractors.

### **14. REPORTING OF ACCIDENTS**

In addition to any statutory obligations, the Contractor shall, as soon as practicable, report to the Project Manager every occurrence on the works or the site causing damage to the property or injury or death to any individuals. If required by the Project Manager, the Contractor shall submit a report in writing to the Project Manager within forty eight (48) hours of such incident setting out full details of the occurrence.

The Project Manager shall have the right to make any enquiries either on the site or elsewhere as to the cause and results of any such occurrence and the Contractor shall make available to the Project Manager the necessary facilities for carrying out such enquiries.

### **15. CONFIDENTIALITY**

The Parties agree to consider information obtained from each other during the course of this Agreement as confidential information, and shall maintain such information as confidential indefinitely after the expiry or termination of this Agreement.

### **16. AS BUILT DRAWINGS**

The Contractor shall accurately record the details of the electrical, mechanical, security, fire installation, water reticulation details, contractor breaks, etc., on drawings and issue same to the Project Manager and the relevant agent for record purposes.

### **17. FALSE DECLARATION**

All information provided by the contractor is accepted in good faith as being true and accurate. Any false declaration or intentional omission of relevant facts shall be reported to the Employer, which on receipt of such report may elect to exercise its (the employer's) rights in terms of common law and/or the contract, as applicable.

### **18. REGULATIONS**

The work shall be carried out in accordance with the requirements of Local Authority regulations that may be applicable.

The contractor shall if necessary, give notice and pay all fees, costs and rates as may be required by the Local Authority.

**19. CONTRACTOR'S YARD, LATRINES, TELEPHONES, ETC.**

The Contractor shall liaise with the Project Manager with regard to storage space for plant, equipment, etc.

The Contractor is responsible for security of his equipment and materials used during the contract.

No alcohol or drugs will be allowed on site neither will any person be admitted to the site if the Project Manager has any reason to believe that such person is under influence of alcohol or drugs.

The Contractor is to provide temporary sheds, latrines and telephones, etc. for the duration of the project. These facilities must be available for use to the professional team and all Contractors involved on the project.

**20. DUST AND NOISE POLLUTION**

The Contractor shall take all reasonable measures to minimise any dust and nuisance and inconvenience as a result of the execution of the works. The Contractor shall use suitable and effective silencing devices for pneumatic tools and other plant that would otherwise cause a noise level exceeding the level laid down by the Local Authority.

**21. NOTICES, SIGNS AND ADVERTISEMENTS**

The Employer reserves the right to erect notices, signs and advertisements on the site or in the vicinity of the site. The Contractor is not entitled, without written approval by the Project Manager, to display any signboard of his own. He must however allow for the standard signboard, if required by the Employer.

**22. CESSIONS**

Neither of the Parties may cede, delegate, assign or make over any of its rights and/or obligations in terms of this Agreement to any other third party without the prior written consent of the other Party.

**23. ACCESS FOR PERSONNEL**

No unauthorised persons are allowed on site unless authorised by the Project Manager in writing. No persons are allowed access to any portion of the existing buildings, if applicable, other than the agreed entrance and exit routes, unless authorised by the Project Manager in writing.

**24. SAFETY HELMETS**

The Contractor shall provide and keep on site an adequate supply of clean safety helmets for the use of all professional personnel and all authorised visitors.

## 25. SPECIAL TASKS

The Employer shall have the right to employ other Contractors to execute any special Tasks whether contained in this Contract or not, concurrently with the works being executed under this Contract.

The Contractor shall not be entitled to any profit and/or builder's discount on the value of any work executed by other contractors but shall nevertheless allow the other contractors and the Employer's employees to have access to the Works, allocate reasonable space for the storage of their materials, tools and equipment.

Without in any way detracting from the generality of or limiting the above, the Contractor is advised that the Special Tasks will be carried out by the Employer and other contractors and the value of such work shall not be included in this contract.

## 26. OVERTIME

The Contractor is to note that all rates are inclusive of overtime work allowance and no additional costs for overtime work will be entertained.

## 27. INTERPRETATION OF THE DRAWINGS, SPECIFICATIONS AND BILLS OF QUANTITIES.

The Contractor shall be held solely responsible for and shall, at his own expense, rectify any errors arising out of the incorrect interpretation of the Drawings, Specifications, Bills of Quantities or instructions.

Should any part of the Drawings, Specifications or Bills of Quantities not be clearly intelligible to the Contractor, or the material or articles to be used in the execution of the Works be considered insufficiently described or the manner in which the work is to be carried out not clear, the Contractor must obtain from the Project Manager the necessary information to clarify such Drawings, Specifications, Bills of Quantities or instructions, which request shall be in writing.

All drawings, whatever their origin, are to be issued to the site or to any other person or persons only through the Project Manager's office and shall bear the Project Manager's office stamp and signature and an up to date register of all drawings issued to the contractor shall be kept on the works. Any other drawings used on the site will be used at the contractor's risk and should any work be incorrect due to the use of unauthorized drawings the cost of rectifying such work shall be for the contractor's account.

All drawings used on the works shall be properly mounted on suitable sheet material or otherwise protected and kept in good condition. Any drawings becoming bleached or otherwise obscured so that they cannot be properly read shall be returned to the Project Manager for replacement, as any errors due to misreading of damaged or obscured drawings shall be made good by the contractor at his own expense.



## 28. WORKING DAYS AND HOURS

The Tenderer is advised that the definition of "Working Days" has been amended to include Saturday and Sunday as normal working days. Further, the working hours shall mean 24 / 7 (Twenty four hours a day for seven days a week for the complete duration of the contract). The Tenderer is to allow for all costs associated with this clause and is to allow for same in his Construction Programme.

## 29. JOBBING AND SITE RECORDS

Each trade shall perform all necessary jobbing and attendance and shall make good after all other trades.

### Site Records

The Contractor shall keep a record in triplicate on site, the following:

- A daily record of work done.
- A daily record of all visits to site by any of the Employer's Agents.
- A daily record of all contract instructions issued by the Project Manager and/or any other Agent.

Copies of these records are to be forwarded to the Project Manager on a weekly basis.

## 30. SUPERVISION BY EMPLOYER'S AGENTS

Supervision by the Project Manager and other Agents is intended as a means of checking the interpretation of work done and providing clarification and further information where required during the progress of the work. Supervision shall not in any way relieve the contractor of his responsibility for ensuring that the work is carried out satisfactorily in all aspects, in good time and in accordance with the contract.

Although the Project Manager and other agents will make spot checks from time to time on dimensions and levels as the work proceeds, checking of the setting out, dimensions, levels and positioning of all items is the contractor's responsibility and should any errors occur during the course of or be found after completion of the works, the cost for remedying same will be for the Contractor's account.

## 31. PARTNERING

The employer, its agents and the contractor shall act as stated in the contract and in the spirit of mutual trust and co-operation. In this regard, it is a specific requirement that all the contractor's personnel provide reasonable assistance that may be required by the employer and/or its agents in order for them to assist in bringing the works to completion with due skill, diligence, regularity and expedition. In turn, the employer and its agents shall also provide assistance to the contractor to execute the works with due skill, diligence, regularity and expedition.

### **32. COPIES OF REVISED DRAWINGS ISSUED AS CONTRACT INSTRUCTIONS**

The contractor acknowledges that only one copy of any revised drawings shall be issued as contract instructions. In this regard, it shall be the contractor's responsibility for producing any additional copies that may be required for either internal use or for issue to any sub-contractor/s. It shall be deemed that the contractor has allowed for all costs necessary to ensure compliance with this clause in the contract amount

### **33. CONTRACTOR TO DELAY ACTIVITIES AT THE REQUEST OF THE PROJECT MANAGER**

The contractor may be called upon from time to time to cease certain building activities as required by the employer. In this regard, the contractor shall cease such activities for the period as agreed with the Project Manager. In this regard, the contractor shall provide all reasonable assistance necessary to ensure compliance with this clause as well as to minimize the impact of such a request.

### **34. PROVISIONAL SUMS AND BUDGETARY ALLOWANCES**

These amounts have been included in the Contract Sum where the work has not been defined at the date of Tender. It is intended that once the scope is defined, Tenders will be invited in terms of the process outlined below with a view to these works being awarded as Subcontract works.

- The specialist consultant responsible for the specific work package will prepare documentation which is to include drawings, specification and schedule of quantities that define the scope of the works all in accordance with the Principal Building Agreement.
- The Quantity Surveyor will prepare the necessary Tender document.
- The Project Manager will arrange for inviting prospective Tenderers to collect documents subject to the payment of a non-refundable document fee, if applicable.
- The Quantity Surveyor will arrange to issue the Tender documents from their offices and take receipt of the amounts paid.
- The Tenders for the works will be submitted to the Quantity Surveyor's office in terms of the Tender closing times stipulated, unless otherwise agreed in writing.
- The Quantity Surveyor will prepare an initial financial evaluation report of the Tenders and circulate to the Principal Building Contractor, The Project Manager, the Empowerment consultant, if applicable, and the relevant technical consultants for information and to enable them to prepare any necessary additional reports, all of which are to be submitted to the Project Manager.



- The Project Manager will prepare a draft report, discuss with the Principal Building Contractor to get their approval and finally circulate the draft to the other consultants for final comment. Thereafter the Tender Report with Recommendations will be finalised by the Project Manager, circulate to the Employer for approval. On approval, the recommendation together with any instructions of award will be issued to the Principal Contractor who will be responsible for appointing the relevant party as a Sub-contractor.

### **35. SITE ACCESS FOR AND MANAGEMENT OF DIRECT CONTRACTS**

The contractor shall allow direct contractors appointed by the employer to access the site to execute work which does not form part of the principal building agreement, concurrently with that of its (the principal building contractor), work. In this regard, the contractor shall provide any necessary assistance (e.g. Ensuring placement of material orders, monitoring the manufacturing process, monitoring of raw materials availability, programming of works, etc.), to the Project Manager in respect of management of any direct contracts. In this regard, it shall be deemed that all allowances have been made in the Contract Amount to ensure compliance with this clause.

### **36. AVAILABILITY OF MANAGEMENT PERSONNEL**

It shall be deemed that the Contractor has allowed in the Contract Amount for the Contracts Manager, Project Planner, Senior Quantity Surveyor and a responsible representative for the management of direct contracts, throughout the duration of the contract. Such persons are to be available to attend meetings to resolve any contractual and other related issues within 4 (Four) hours on receipt of notice, either written or verbal, from the Project Manager.

### **37. ENVIRONMENTAL QUALITY**

The contractor shall at all times during the construction period ensure that the construction site complies with the statutory obligations in terms of fire, ventilation (smoke, exhaust fumes, etc.), air quality, temperature, water quality, sanitation, hygiene, etc., as well as any requirements set out in an Environmental Management Plan, if available.

### **38. ORDERING OF MATERIALS**

Should the contractor utilize the bills of quantities for ordering materials, it shall be entirely at its (the contractor's) own risk.

The contractor shall take all reasonable steps to ensure that the specified materials and components required for the works are available for construction in accordance with the applicable construction programme.

Should any of the materials and components be available or likely to be unavailable when required, the contractor shall without delay notify the Project Manager, in writing, who shall decide on the procedure to be followed.

#### **39. ENCROACHMENTS**

After the site boundaries or beacons have been pointed out to the contractor, if (the contractor) is to notify the Project Manager if any encroachments of adjoining foundations, buildings, structures, pavements, etc., exist, so that the necessary arrangements can be made for the rectification of any such encroachment.

During the course of the building operations, the contractor will be held entirely responsible for any encroachment onto any adjoining properties or servitude's and the cost of any remedial measures as required by the Project Manager shall be borne by the contractor unless the Project Manager shall decide otherwise.

#### **40. DOCUMENTS**

Should any part of a drawing not be clearly intelligible to the contractor or the manner in which the work is to be carried out not be clear, the contractor shall request the Project Manager to clarify his requirements, which request and reply shall be in writing, failing which the contractor will be held responsible for any incorrect interpretation and shall, at his own expense, rectify any errors.

#### **41. CONTRACT INSTRUCTIONS**

Contract instructions issued on site are to be recorded in the site instruction book which is to be maintained on site by the contractor.

#### **42. DOMESTIC SUB-CONTRACTORS**

The contractor shall not be permitted to substitute any domestic sub-contractor proposed at the time of contract award without written permission from the Project Manager during the contract execution stage. Such permission shall not be unreasonably withheld, provided that the contractor provides a detailed motivation for the substitution and the Project Manager is allowed to verify the motivation with the sub-contractor concerned..

#### **43. INSPECTION OF EXISTING WORKS**

It shall be deemed that the contractor prior to contract commencement has inspected the existing works done by others and has satisfied itself (the contractor) that there are no latent defects and accordingly acknowledges that any defects not pointed out to the Project Manager at site handover, shall fall under the responsibility of the contractor to remedy and that the cost for such remedial work is deemed to be included in the contract amount.

#### **44. DISPOSAL OF WASTE MATERIAL, ETC.**

The contractor shall provide appropriate equipment (such as chutes, if required), etc., for the rapid removal of waste material, etc., at points as agreed with the Project Manager in writing. In addition, the contractor is to provide for adequate waste skips for the disposal of such material to be located in positions as advised by the Project Manager in writing.

The contractor shall ensure that there is a maximum of a twenty four (24) hour turn around time for the removal of all full waste skips from site. The contractor further acknowledges that the employer reserves the right to appoint others to remove waste material and waste skips from site, should the contractor fail to meet the twenty four (24) hour turn around time and that such costs shall be deducted from amounts due to the contractor.

**45. DAMAGE TO EXISTING INSTALLATIONS**

The contractor shall be responsible for replacing and/or repairing any existing work damaged by itself and its sub-contractors whilst executing the contract at its own cost.

**46. ACCESS FOR MOVEMENT OF MATERIAL TO THE SITE AND WORK ACCESS**

The contractor acknowledges that it shall only be permitted to move materials and access the works areas at locations/ positions agreed with and documented by the Project Manager.

It will be deemed that the contractor has allowed for hoisting facilities as may be required for the building works. No claims for extras in this regard will be entertained at any later date.

**47. LOCAL LABOUR**

It is deemed that the contractor shall as far as possible maximise the use of labour from the area in which the project is located.

**48. BLACK ECONOMIC EMPOWERMENT**

The contractor shall comply with the Employers Black Economic Empowerment Policies.

**49. SAMPLES**

All material samples and colour samples must be submitted to the Project Manager for selections and approval of the colour, shape and finish including Mechanical, Electrical and Plumbing equipment that will be visible. The samples shall be provided in A4 size unless otherwise agreed. General samples shall be provided for Project Manager/Employer to choose from each type of finish.

The Project Manager/Employer may reject all or part of the submitted samples and request for additional selections if the first submission are not acceptable. All samples must be kept in a sample room to be provided by the Contractor for reference.

**50. SAMPLES BOARD**

The Contractor shall provide a board(s) of approved samples and make available one set at the site (sample room) and one for the Employer.

**51. Mock - UP**

The Contractor shall provide a mock – up of all finished surfaces prior to commencement of the relevant work. The contractor shall only be permitted to commence with the relevant scope of work, on approval of the mock – up by the Project Manager or its designated representative.

**52. PROVISION OF HOISTING FACILITIES, DUST BARRIERS, ETC.**

It shall be deemed that the contract price is inclusive of the following:

- The provision of all Hoisting equipment, as required.
- All hard wearing and strengthen dust barriers of uniform colour and specification, as required.
- The provision of all hoarding, 2.4m high which must be constructed of shutter boards (painted black in colour) of equal lengths and heights.

**53. COMPLIANCE WITH THE ENVIRONMENTAL POLICY**

It shall be deemed that the contract sum is inclusive of all cost associated with the compliance and provisions of all Environmental Policy included herewith.

“PREVIEW COPY ONLY”

# TRANSNET FREIGHT RAIL

## BILLS OF QUANTITIES

FOR

CITY DEEP

“PREVIEW COPY ONLY”

---

## PART C3: SCOPE OF WORKS

---

“PREVIEW COPY ONLY”



**PART C3**  
**SCOPE OF WORKS**  
**INDEX**

<b>Section No.</b>	<b>Description</b>
GENERAL	
C3.1	DESCRIPTION OF THE WORKS
C3.2	ENGINEERING
C3.3	PROCUREMENT
C3.4	GENERAL CONSTRUCTION ASPECTS
C3.5	MANAGEMENT OF THE WORKS
C3.6	ENVIRONMENTAL REQUIREMENTS
C3.7	PARTICULAR SPECIFICATIONS
C3.8	DRAWINGS

“PREVIEW COPY ONLY”

**PART C3**

**Section 1**

**DESCRIPTION OF THE WORK**

INDEX		
Item	Description	Page
1.1	Employer's Objective.....	2
1.2	Overview of the Works .....	2
1.3	Extent of the Works .....	3
1.4	Location of the Works .....	3
1.5	Temporary Works .....	2

“PREVIEW COPY ONLY”

## **PART C3**

### **Section 1**

#### **DESCRIPTION OF THE WORKS**

##### **1.1 Employer's Objective**

- 1.1.1 Transnet Freight Rail has embarked on an office space optimization initiative, based on an open plan design philosophy for all office buildings. This initiative will be implemented over the next 3-years and nationally approximately 50 000m<sup>2</sup> of office space will be converted to open plan. The project entails the refurbishment of office buildings to an open plan environment, refurbishment of air-conditioning to suit open plan and installation of public address systems and early warning fire detection.

One of the buildings identified for refurbishment is City Deep, 1 Houer Road, Johannesburg.

- 1.1.2 The Tenderers are required to check the number of pages and should any be found to be missing or in duplicate or the figures or writing to be indistinct or should there be any doubt or obscurity as to the meaning of any particular word or phrase or descriptions or should Tenderers consider that any item is incorrectly or inadequately described they must inform the Manager, Johan Basson, 3<sup>rd</sup> Floor, Table 7, Inyanda House 2, 15 Girton Road, Parktown, 2193 at once in writing under reference and have the matter rectified or explained as the case may be as no liability whatsoever will be admitted by Transnet in respect of errors in a tender due to the foregoing.

No alterations, erasures or additions of any kind shall be made by the Tenderers in, from or to any part of this specification unless expressly required to be made by written notice and should any unauthorised alterations, erasures or additions be made they will not be recognised by Transnet.

##### **1.2 Overview of the Works**

- 1.2.1 The contract consists of the demolishing/dismantling of existing brick walls, partitions, ceilings, electrical work and floor/wall finishes etc., and the construction/fitting of new brick walls/partitions, ceilings, electrical/plumbing work, plastering, painting and the laying of new floor finishes, installation of new airconditioning system air-conditioning system, installation of a fire detection system, a public address system and refurbishment of existing lifts.

### **1.3 Extent of the Works**

- 1.3.1. The main contractor shall do the work on a turn-key basis as detailed in the various specifications and drawings as per attached drawing register
- 1.3.2. The works comprise of the refurbishments of the Ground floor, First Floor, Second Floor, Third Floor, Fourth Floor and the Fifth floor. The works are required to be completed in sections as referred to in the attached indicative programme.

### **1.4 Location of the Works**

- 1.4.1 The site is situated in City Deep, 1 Houer Road, Johannesburg

### **1.5 Temporary Work**

A holding area will be accommodated for temporary use by the offices to be relocated during the refurbishment period of each floor. The contractor will be required to prepare this area prior to any other work being done i.e. one floor will be refurbished at any given time (refer to the attached indicative programme). Once this holding area is ready, occupants of the floor to be refurbished first will be relocated to the temporary holding area and once the work is completed, they will move back to their new office space. This temporary relocation will repeat as the work proceeds on the other floors as per the indicative programme.

It shall be deemed that the tenderers have included in their Preliminaries and General for the above sequencing of the works as no claims for extras in this regard will be entertained at any later date.

## Part C3

### Section 2

#### ENGINEERING

##### INDEX

Item	Description	Page
2.1	Design services and activity matrix.....	2
2.2	Employer's design .....	2
2.3	Design brief.....	2
2.4	Drawings .....	2
2.5	Alternative Equipment and Drawings	5
2.6	Design procedures.....	3

“PREVIEW COPY ONLY”

## PART C3

### Section 2

#### ENGINEERING

##### 2.1 Design services and activity matrix

The space planning layout has been completed and drawings attached as referred to below. However the tenderer is to take note that the detail design development will only take place after award of the tender as indicated in the indicative project programme (Refer to attached indicative programme in Section 3.1).

##### 2.2 Employer's design

2.2.1 Employer will issue space planning floor layouts for the proposed refurbishment.

##### 2.3 Design brief

2.3.1 Designs to be as per guidelines in the particular specifications, referred to standard and generic specifications.

##### 2.4 Drawings

2.4.1 *Drawings of the refurbishment of floors layouts (Drawings are attached under Part C4 – Site Information):*

<b>CIVIL WORKS</b>
--------------------

REV

TCD-10133-0011	01	Ground & First Floor Plan – Demolition Layout
TCD-10133-0021	01	Second & Third Floor Plan – Demolition Layout
TCD-10133-0031	01	Fourth & Fifth Floor Plan – Demolition Layout
TCD-10133-2011	01	Ground Floor Plan – Construction Layout
TCD-10133-2021	01	First Floor Plan – Construction Layout
TCD-10133-2031	01	Second Floor Plan – Construction Layout
TCD-10133-2041	01	Third Floor Plan – Construction Layout
TCD-10133-2051	01	Fourth Floor Plan – Construction Layout
TCD-10133-2061	01	Fifth Floor Plan – Construction Layout



**2.5 Alternative Equipment and Drawings**

Not Applicable

**2.6 Design procedures**

2.6.2 Not Applicable

“PREVIEW COPY ONLY”

## Part C3

### Section 3

#### PROCUREMENT

##### INDEX

Item	Description	Page
3.1	Subcontracting.....	2

“PREVIEW COPY ONLY”

## **PART C3**

### **Section 3**

#### **PROCUREMENT**

##### **3.1 Subcontracting**

- 3.1.1 Tenders are required to provide a list of work, which they intend carrying out on a subcontract basis, and that which they intend carrying out with own permanent employees.
- 3.1.2 Tenders shall outline their policy with regard to the employment of local "previously marginalized" subcontractors, and the estimated proportion of the work in the various trades that will be sublet to such subcontractors.
- 3.1.3 The successful Tenderer will be responsible for the supervision and quality control of the work undertaken by the subcontractors.
- 3.1.4 The successful Tenderer shall not take advantage of the lack of pricing skills of emerging subcontractors, and obvious errors in pricing shall be pointed out and rectified to reflect the reasonable prices for the work.
- 3.1.5 Any subcontractors in which the main Contractor considers using shall be submitted to Transnet Freight Rail for approval.

**Part C3**

**Section 4**

**GENERAL CONSTRUCTION ASPECTS**

**INDEX**

<b>Item</b>	<b>Description</b>	<b>Page</b>
4.1	Works Specifications.....	2
4.2	Construction Equipment.....	2
4.3	Existing Services.....	2
4.4	Site Establishment.....	2
4.5	Site Usage.....	3
4.7	Alterations, additions, extensions, and modifications to existing works.....	3
4.8	Water for construction purposes.....	4

“PREVIEW COPY ONLY”



## **PART C3**

### **Section 4**

#### **GENERAL CONSTRUCTION ASPECTS**

##### **4.1 Works Specifications**

###### **4.1.1 Standard Specification**

In so far as they can be applied and where they are not inconsistent with the terms of this specification, the following specifications shall be regarded as being embodied in this specification.

###### **4.1.1.1 SABS Specifications (To be obtained by the contenders)**

National Building Regulations	SABS 0400 - 1990
General Structural	SABS 1200AH - 1986
Electrical Code of Practice	SABS 0142

###### **4.1.1.2 Standard Airconditioning Specification**

###### **4.1.1.2.1 Supplementary Airconditioning Specification**

###### **4.1.1.2.3 Drawings**

Applicable specifications referred to as secondary specifications

##### **4.2 Construction Equipment**

The Contractor shall supply all equipment necessary to perform the work.

##### **4.3 Existing Services**

4.3.1 The Contractor shall be responsible for locating and protecting existing services. The position of existing services (if) shown on the drawings are only approximate. Services other than that shown on the drawings may be pointed out to the Contractor by the Transnet Freight Rail Supervisor and the Contractor shall take responsibility to protect them in the same way as those shown on the drawings. Damage to any service shown on the drawings or pointed out to the Contractor shall immediately be reported to the Transnet Freight Rail Supervisor who will arrange for its repair.

4.3.2 The Contractor shall reinstate the services and structures damaged during construction.

4.3.3 Any damages caused by the Contractor to Transnet property and services shall be rectified by the Contractor at his own costs and to the full satisfaction of the Supervisor.

4.3.4 Permission to connect to any existing Transnet Freight Rail service, on a temporary basis, must be obtained from the Transnet Freight Rail Supervisor.

##### **4.4 Site Establishment**

4.4.1 Not Applicable

## 4.6 Site Usage

- 4.5.1 The establishment of a site is the responsibility of the successful tenderer and this must be provided for in the quotation. Fixed assets such as fencing, carparks etc. shall be removed or demolished after completion of the Works.
- 4.5.2 The Contractor shall provide an office for the Transnet Freight Rail Supervisor on site upon request.
- 4.5.3 Housing of Contractor's staff on any Transnet property will not be permitted.
- 4.5.4 The Contractor is to make his own arrangements for the distribution of electrical power for his own use on the site. Transnet Freight Rail will not be responsible for any claims whatsoever brought about by any disruption or fluctuations in the supply of any such electrical power to the Contractor.
- 4.5.5 The Contractor is to apply to the network provider for a telephone if required.

### 4.5.9 Contractor's own and supervised site store

- 4.5.9.1 The Contractor must provide adequate storage, at his own expense to the satisfaction of the Transnet Freight Rail Supervisor. All material must, in addition, be stored or stacked in position that will not interfere with other work in progress in the area.
- 4.5.9.2 Sites for storage facilities on property of Transnet Freight Rail, if available, must be arranged in conjunction with the parties concerned. Where no sites are available, the Contractor must make his own arrangements at his expense.
- 4.5.9.3 The Transnet Freight Rail Contract Supervisor shall be advised as early as possible where storage sites will be located.
- 4.5.9.4 The cost of this store shall be shown separately as an item in the quotation for installation.
- 4.5.9.5 On completion of the contract, the Contractor shall dismantle and remove the store entirely from the property of Transnet Freight Rail.

#### 4.5.9.6 Off-loading, storage and distribution

- The Contractor shall be responsible for off-loading all material, the storage and safe custody thereof and for the distribution on the Works.
- The Contractor shall maintain records, to the satisfaction of the Transnet Freight Rail Contract Supervisor, concerning the receipt and issue of all material.
- All material must be stored or stacked in positions that will not interfere with other work in progress in the area.

- 4.5.10 The Contractor shall, on completion of the Works, clear the site of all leftover items of material, such as empty cable drums, cable off-cuts, empty tins, etc., to the satisfaction of the Transnet Freight Rail Supervisor. Off-cuts of all material of a valuable nature which is the property of Transnet, such as copper or aluminium wire or cable, shall be returned to a site to be directed by Transnet Freight Rail Supervisor.

## 4.6 Alterations, additions, extensions, and modifications to existing works

- 4.6.1 Contractor shall use the given drawings as a guideline or proposal by Transnet Freight Rail, and should the Contractor deem it necessary/appropriate to deviate from the above, he shall inform the Project Manager/Transnet Freight Rail Supervisor for approval.



4.6.2 Only Transnet Freight Rail Contract Supervisor or his appointed designate shall be allowed to enter Site Instructions. Any instruction that might result in a change in scope or has cost implications, shall only be carried out once a Compensation Event has been approved by Transnet Freight Rail, otherwise the client may refuse to pay for such work.

**4.7 Inspections of adjoining properties**

4.8.1 Not Applicable.

**4.9 Water for construction purposes**

4.9.1 The Contractor shall use existing water connections in the building for construction purposes.

**4.10 Survey control and setting out the Works**

Not Applicable

“PREVIEW COPY ONLY”

## Part C3

### Section 5

#### MANAGEMENT OF THE WORKS

INDEX		
Item	Description	
	Page	
5.1	SABS Specifications .....	2
5.2	Particular/generic specification .....	2
5.3	Site Records .....	2
5.4	Site Instruction Book .....	2
5.5	Programme and planning of the work .....	3
5.6	Water Supply .....	3
5.7	Electricity Supply .....	3
5.8	Access to site .....	43
5.9	Materials found on site .....	4
5.10	Clearing of Site .....	4
5.11	Working outside normal working hours .....	54
5.12	Environment .....	54
5.13	Accommodation of traffic on public roads occupied by the contractor .....	4
5.14	Other contractors on site .....	54
5.15	Testing. Completion, commissioning and correction of defects .....	5
5.16	Recording of data .....	5
5.17	Key personnel .....	5
5.18	Management meeting .....	5
5.19	Payment .....	66
5.20	Insurance provided by the employer .....	6
5.21	Health and Safety Requirements and Procedures .....	6

## **PART C3**

### **Section 5**

#### **MANAGEMENT OF THE WORKS**

##### **5.1 SABS Specifications**

The following SABS Specifications and associated specification data are applicable:-

- 5.1.1 SABS 0400 - 1990: NATIONAL BUILDING REGULATIONS
- 5.1.2 SABS 1200AH - 1986: GENERAL STRUCTURAL.
- 5.1.3 SABS 0142: ELECTRICAL CODE OF PRACTICE.

##### **5.2 Particular/generic specification**

- 5.2.1 Refer to Section 7

##### **5.3 SITE RECORDS:**

###### **5.3.1 Site Diary**

The Contractor shall provide a diary, in triplicate to record all day-to-day incidents that could occur during the contract period. This includes weather, name & number of workers on the site, material that has been delivered, material that has been loaded and disposed off, incidences that have occurred, what work is to be done on that day, etc.

##### **5.4 SITE INSTRUCTION BOOK:**

- 5.4.1 The Contractor shall supply and have available ON SITE at all times three A4 size triplicate carbon copy books.
- 5.4.2 In one book, site instructions will be recorded. Only the Project Manager and the Supervisor or their delegated representative will have the authority to issue site instructions to the Contractor. Any instruction that might result in a change in scope or has cost implications, shall only be carried out once a Compensation Event has been approved by Transnet Freight Rail, otherwise the client may refuse to pay for such work.
- 5.4.3 The second book will be used as the Risk Register required by the Contract for Engineering and Construction Work, NEC3.
- 5.4.4 The third book will be a site diary. Site diaries shall be forwarded to the Transnet Freight Rail Supervisor during monthly progress meetings. Site activities and information (including weather conditions) shall be entered in a site diary on a daily basis. Amongst others the safety talks shall be entered, and all visitors on site shall sign the Site Diary. Working hours are to be aligned with the Depot working hours, any work to be done outside normal Depot working hours to be discussed with the relevant Depot.

5.4.5 The original sheet of each set of three pages will be removed from the books and retained by the Project Manager. The Contractor may remove the second sheet but the third sheet shall be retained on the site until completion of the Works when it shall be handed to the Project Manager.

5.4.6 All important communication shall be in writing.

## 5.5 PROGRAMME & PLANNING OF THE WORK

5.5.1 The contractor shall provide to the Project Manager a detail plan of how he intends to do the work and this plan must be to the requirements of the operation of Transnet Freight Rail with minor disruptions as no delays must be allowed in this regard.

5.5.2 The programme must be agreed to (in the site instruction book) before any work will be allowed to commence. The programme can be in a form of a pert (bar) chart and will be used as a guide to measure progress of the work.

## 5.6 WATER SUPPLY:

5.6.1 Water will be made available for the purpose of construction of the works only. The water shall be used conservatively and if not, this privilege shall be removed and the water shall be metered, and the cost of the metered water shall be borne by the Contractor as well as all charges as entertained by Transnet. The Contractor must supply all connections, hoses, etc., as necessary.

## 5.7 ELECTRICITY SUPPLY:

5.7.1 Electricity will be made available to the Contractor. The contractor must adhere to the safety standards as per the General Safety Regulations, Electrical Machine Regulations, Electrical Installation Regulations of the Health and Safety Act, (Act 85 of 1993) and SABS 0142.

## 5.8 ACCESS TO SITE:

5.8.1 The premises will be occupied during the execution of the contracts.

5.8.2 The building has security control system at the main entrance. The Transnet Freight Rail Supervisor on site will arrange for the issue of temporary permits to the contractor and his workmen. A list stating name permanent residential address and copy of ID Book of the workmen who require permits must be handed over timeously to Transnet Freight Rail Supervisor, 48 Hours minimum notice is necessary for the processing these permits. All permits issued remain the property of Transnet Freight Rail and shall be handed in at completion of the contract, by the contractor or whenever so requested by the Transnet Freight Rail Supervisor. Permits shall at all time be displayed by the holder in the building. Replacement of lost or missing permits shall be for the contractors

5.8.3 Contractor and his workmen are not to enter any area (Floors) not in the construction designated area.

5.8.4 Only goods lift is to be used for the transport of material, tools and equipment. The Floor and sides of goods lift is to be protected during the transporting of material and equipment. Lifts are to be kept clean and clear when not transporting material or equipment.

The contractor is to keep the main entrance to lift area clean and clear at all times to allow residents free passage to floors above.

**5.8.5 ACCESS POINTS TO SITE (SECURITY) CHECKS AT CLOSE OF DAY**

5.8.5.1 Inspect all windows, doors, gates etc. to ensure security against any unauthorised entry, to all floors under construction.

**5.9 MATERIALS FOUND ON SITE:**

The Contractor shall not use on the works any materials found on the site without the prior written consent of the Project Manager. No material that is lying on the site (other than that from this contract) or on Transnet's property, may be removed (even if deemed as scrap) by the contractor.

**5.10 CLEARING OF SITE:**

The Contractor shall provide for cleaning up and sorting all rubbish and debris of whatever kind throughout the duration of the contract. Upon completion the Contractor shall clear away and remove all rubbish, unused material, plant and debris and leave the site and the whole of the works clean and tidy to the satisfaction of the Project Manager. The contractor is to see that there is no build-up rubble, both on site, service lift, main lifts, passages foyers or parking areas.

Existing carports/parking area is not to be used to store materials or for the use of construction vehicles.

**5.11 WORKING OUTSIDE NORMAL WORKING HOURS:**

The normal working hours are between 07:30 and 16:00 Mondays to Fridays. If it is required to work outside the stated normal working hours the Contractor must obtain written permission at least 24 hours before such work needs to be undertaken. Transnet will not unreasonably withhold permission; however the Contractor may have to pay for Transnet's supervisory personnel.

**5.12 ENVIRONMENT**

5.12.1 Refer to section 6

**5.13 ACCOMMODATION OF TRAFFIC ON PUBLIC ROADS OCCUPIED BY THE CONTRACTOR**

5.13.1 Not Applicable

**5.14 OTHER CONTRACTORS ON SITE**

Not Applicable

## **5.15 TESTING, COMPLETION, COMMISSIONING AND CORRECTION OF DEFECTS**

- 5.15.1 When, in the opinion of the Supervisor, any part of the work done or any items of material used is not in accordance with the requirements of the Contract, whether or not payment for such work or material has been made, he may order the Contractor in writing to remove any objectionable part, item or component thereof, to replace it with an acceptable part, item or component and to rectify or reconstruct the Works without cost to Transnet.
- 5.15.2 The Works will not be accepted by Transnet as complete until all defects of every kind have been made good to the satisfaction of the Supervisor.
- 5.15.3 Within a reasonable time after receipt of written instructions from the Project Manager/Supervisor, the Contractor shall make good to the satisfaction of the Supervisor all the defective material and workmanship which are not in accordance with the contract and which may appear within a period of 12 months, or such other period as stipulated in the Contract Data, after the date stated in the CERTIFICATE OF COMPLETION, and shall repair all damage caused thereby.
- 5.15.4 Should the Contractor fail to comply with the above provisions, Transnet may cause the required work to be carried out at the expense of the Contractor and may recover the cost thereof from the Contractor.
- 5.15.5 Testing and commissioning shall be done in accordance with applicable standards, generic and particular specifications.

## **5.16 RECORDING OF WEATHER**

- 5.16.1 The requirements are covered in the contract data.

## **5.17 KEY PERSONNEL**

- 5.17.1 The Contractor shall provide an Organigram of his key personnel on site, including all relevant contact details within two weeks from the start date.

## **5.18 MANAGEMENT MEETING**

- 5.18.1 Risk reduction meetings: These meetings can form part of the regular site meetings or be held as separate meetings. At these meetings the following issues will be discussed:
- (i) Compensation events
  - (ii) Early warnings
  - (iii) Contractual claims
  - (iv) Risk register
- 5.18.2 The Contractor shall attend site meetings when convened by the Transnet Freight Rail Supervisor (normally once a month). Such meetings will be for the purpose of discussing progress, delays, materials, conditions and the co-ordination of site activities. The meetings will be chaired by the Project Manager or his deputy and the proceedings shall be minuted and circulated by the Transnet Freight Rail Supervisor.
- 5.18.3 The Contractor shall attend ad hoc site meetings when convened by the Transnet Freight Rail Supervisor. Such meetings will be for the purpose of discussing specific issues or problems relating to specifications and adherence thereto, quality and contractual matters.

- 5.18.4 Contractor's representatives at these meetings shall have the necessary delegated authority in respect of aspects such as planning, change management, health and safety.

#### **5.19 PAYMENT**

- 5.19.1 Payments shall be made at an agreed date once a month only, for work satisfactory completed, (minus retention money), as per Contract Data and in accordance with the Bill of Quantities. This will be a part payment for the work completed on the date of measurement.
- 5.19.2 Payment will be paid within 30 days from date of receipt of the approved Invoice been received in the financial office in Johannesburg.

#### **5.20 INSURANCE PROVIDED BY THE EMPLOYER**

- 5.20.1 Details of these are covered in the Contract Data.

#### **5.21 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES**

- 5.21.1 Health and safety requirements are covered in Transnet Specifications E4E (August 2006).

“PREVIEW COPY ONLY”