

NEC3 Engineering and Construction Contract

entered into by and between

Transnet SOC Ltd

Registration Number 1990/000900/30

(hereinafter referred to as the "*Employer*")

and

KWEN N TEE (Pty) Ltd

Registration Number 2015/303907/07

(hereinafter referred to as the "*Contractor*")

Description of the Service	SUPPLY AND INSTALLATION OF WATER FILTRATION SYSTEMS AT THE PORT OF EAST LONDON
Contract Number	TNPA/2024/10/0018/80941/RFQ
Start Date	
Completion Date	

CONTRACT DOCUMENTS

Contents

Number Heading

The Contract

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data (Parts 1 & 2) Conditions of Contract

Part C2: Pricing Data

C2.2 Pricing schedule

Part C3: Scope of Services

C3.1 Scope of Services (as advertised)

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:

SUPPLY AND INSTALLATION OF WATER FILTRATION SYSTEMS AT THE PORT OF EAST LONDON

The tenderer, identified in the Offer signature block, has

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

Acceptance

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

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part C2 Pricing Data

Part C3 Scope of Work: Works Information

Part C4 Site Information

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

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

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

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

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

Signature(s)

Name(s) _____

Capacity _____

for the Employer Transnet SOC Ltd _____

(Insert name and address of organisation)

Name & signature of witness	Date
_____	_____

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

Transnet SOC Ltd

Name &
signature
of
witness

Date

C1.2 Contract Data

PART ONE - DATA PROVIDED BY THE EMPLOYER

Clause	Statement	Data
1	General The <i>conditions of contract</i> are the core clauses and the clauses for main Option	A: Priced contract with activity schedule
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X2 Changes in the law
		X7: Delay damages
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)

Address

Registered address:

Transnet Corporate Centre

138 Eloff Street

Braamfontein

Johannesburg

2000

Having elected its Contractual
Address for the purposes of this
contract as:

Transnet National Port Authority

01 Hely Hutchinson Road

Quigney

East London

5201

10.1

The *Project Manager* is: (Name)

Abongile Nkohla

Address

Transnet National Ports Authority (TNPA)

Port of East London

Port Control Building, 1st Floor

Tel

043 700 1168

e-mail

Abongile.nkohla@Transnet.net

10.1

The *Supervisor* is: (Name)

Tsholofelo Manyaka

e-mail

Tsholofelo.Manyaka@Transnet.net

11.2(13)

The *works* are:

**Supply and Installation of Water Filtration
Systems at the Port of East London Pause
areas**

11.2(14)

The following matters will be
included in the Risk Register

Nil

11.2(15)

The *boundaries of the site* are

**As stated in Part C4.1."Description of the
Site and it surroundings"**

11.2(16)	The Site Information is in	Part C4
11.2(19)	The Works Information is in	Part C3
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 weeks
2	The <i>Contractor's</i> main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.
3	Time	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	4 weeks
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.
31.2	The <i>starting date</i> is	02 December 2024
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks.
4	Testing and Defects	
42.2	The <i>defects date</i> is	26 (twenty-six) weeks after Completion of the whole of the <i>works</i>.
43.2	The <i>defect correction period</i> is	2 weeks
5	Payment	
50.1	The <i>assessment interval</i> is monthly on the	25th (twenty fifth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.

51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
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51.4	The <i>interest rate</i> is	the prime lending rate of Standard Bank of South Africa.
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6 Compensation events

60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm) the number of days with rainfall more than 10 mm the number of days with minimum air temperature less than 0 degrees Celsius the number of days with snow lying at 08:00 hours South African Time and these measurements: The place where weather is to be recorded (on the Site) is: East London The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at: May to June 2024 and which are available from: South African Weather Service 012 367 6023 or info3@weathersa.co.za.
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7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
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8 Risks and insurance

80.1 These are additional *Employer's* risks

84.1 The *Employer* provides these insurances from the Insurance Table

1 Insurance against: **Loss of or damage to the *works*, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.**

Cover / indemnity: **to the extent as stated in the insurance policy for Contract Works / Public Liability**

The deductibles are: **as stated in the insurance policy for Contract Works / Public Liability**

2 Insurance against: **Loss of or damage to property (except the *works*, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability**

Cover / indemnity **Is to the extent as stated in the insurance policy for Contract Works / Public Liability**

The deductibles are **as stated in the insurance policy for Contract Works / Public Liability**

3 Insurance against: **Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability**

Cover / indemnity **Is to the extent as stated in the insurance policy for Contract Works / Public Liability**

The deductibles are: **As stated in the insurance policy for Contract Works / Public Liability**

4	Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
	Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
	The deductibles are	The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.
	Note:	The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."

84.1 The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is **The *Contractor* must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.**

- The *Contractor* provides these additional Insurances
- 1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected**
 - 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**

3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor

4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 1 000 000/R5 000 000.

84.2 The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract for any one event is

Whatever the *Contractor* requires in addition to the amount of insurance taken out by the *Employer* for the same risk.

9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i>.
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10	Data for main Option clause
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A	Priced contract with Activity Schedule or Bill of Quantities	No additional data is required for this Option.
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11	Data for Option W1
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W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
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W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of the Association of Arbitrators (Southern Africa)
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	If no <i>Adjudicator nominating body</i> is entered, it is:	the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)
12	Data for secondary Option clauses	
X2	Changes in the law	No additional data is required for this Option
X7	Delay damages	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	To be equated to the actual monetary loss of Transnet per day
X16	Retention	
X16.1	The retention free amount is	Nil
X18	Limitation of liability	

- X18.1 The *Contractor's* liability to the **Nil**
Employer for indirect or
consequential loss is limited to:
**The deductible of the relevant insurance
policy**
- X18.2 For any one event, the
Contractor's liability to the
Employer for loss of or damage
to the *Employer's* property is
limited to:
The cost of correcting the Defect
- X18.3 The *Contractor's* liability for
Defects due to his design which
are not listed on the Defects
Certificate is limited to:
The Total of the Prices
- X18.4 The *Contractor's* total liability to
the *Employer* for all matters
arising under or in connection
with this contract, other than
excluded matters, is limited to:
**1 year after Completion of the whole of the
works**
- X18.5 The *end of liability date* is

Z ***Additional conditions of
contract are:***

Z3 Additional clauses relating to Joint Venture

Z3.1

Insert the additional core clause 27.5

27.5. In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date.

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

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

Z3.2

Insert additional core clause 27.6

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

Z4

Additional obligations in respect of Termination

Z4.1

The following will be included under core clause 91.1:

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

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

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

Z4.2

Termination Table

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

Amend “A reason other than R1 – R21” to “A reason other than R1 – R23”

Z4.3

Amend “R1 – R15 or R18” to “R1 – R15, R18, R22 or R23.”

Z5

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

Z5.1

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

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

Z6 Additional Clause Relating to Collusion in the Construction Industry

Z6.1

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

Z7 Protection of Personal Information Act

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

C1.2 Contract Data

PART TWO - DATA PROVIDED BY THE *CONTRACTOR*

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

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

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

	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .
11.2(14)	The following matters will be included in the Risk Register	
31.1	The programme identified in the Contract Data is	
A	Priced contract with activity schedule	
11.2(20)	The <i>activity schedule</i> is in	
11.2(30)	The tendered total of the Prices is	(in figures) (in words), excluding VAT
A	Priced contract with activity schedule	Data for the Shorter Schedule of Cost Components
41 in SCCC	The percentage for people overheads is:	%

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

Tender Number: TNPA/2024/10/0018/80941/RFQ

Description of the Works: Supply and Installation of Water Filtration Systems at the Port of East London Pause areas

63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:	



PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	2
C2.2	Activity Schedule	1



C2.1 Pricing Instructions: Option A

THE *CONDITIONS OF CONTRACT*

How the contract prices work and assesses it for progress payments

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

**Identified 11
and
defined
terms**

- 11.2 (20) The Activity Schedule is the *activity schedule* unless later changed in accordance with this contract.
- (22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.
- (27) The Price for Work Done to Date is the total of the Prices for
- each group of completed activities and
 - each completed activity which is not in a group
- A completed activity is one which is without Defects which would either delay or be covered by immediately following work.
- (30) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

Measurement and Payment

- 1.2.1 The Activity Schedule provides the basis of all valuations of the Price for Work Done to Date, payments in multiple currencies, price adjustments for inflation and general progress monitoring.
- 1.2.2 The amount due at each assessment date is based on **completed activities and/or milestones** as indicated on the Activity Schedule.
- 1.2.3 The Activity Schedule work breakdown structure provided by the *Contractor* is based on the Activity Schedule provided by the *Employer*. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The activity schedule work breakdown structure is compiled to the satisfaction of the *Project Manager* with any additions and/or amendments deemed necessary.
- 1.2.4 The *Contractor's* detailed Activity Schedule summates back to the Activity Schedule provided by the *Employer* and is in sufficient detail to monitor completion of activities



Transnet National Ports Authority

Tender Number: TNPA/2024/10/0018/80941/RFQ

Description of the Works: Supply and Installation of Water Filtration Systems at the Port of East London Pause areas

related to the Accepted Programme in order that payment of completed activities may be assessed.

- 1.2.5 The short descriptions in the Activity Schedule are for identification purposes only. All work described in the Works Information is deemed included in the activities.
- 1.2.6 The Activity Schedule is integrated with the Prices, Accepted Programme and where required the forecast rate of payment schedule.
- 1.2.7 Activities in multiple currencies are separately identified on both the Activity Schedule and the Accepted Programme for each currency.
- 1.2.8 The tendered total of the prices as stated in the Contract Data is obtained from the Activity Schedule summary. The tendered total of the prices includes for all direct and indirect costs, overheads, profits, risks, liabilities and obligations relative to the Contract.

C2.2 Activity Schedule

Item Ref	Description	Unit	Qty	Rate	Total Value
1	Under-counter water Filtration System				
	Port Office Buildings				
1.1	Health & Safety File	SUM	1		
Supply and install 21 under-counter water filtration system for various offices in the Port of East London and issue Certificates of Compliance (CoCs)					
2	Description				
2.1	Ecosoft 2 stage water filter comp	EA	21		
2.2	PRV7 -50 PSI 1/4" pressure Valve	EA	21		
2.3	GAC/KDF/CHLORA+ Cartridge 14000 L	EA	21		
2.4	Installation- Under counter	EA	21		
2.5	Economy RO Carbon Block Cartridge	EA	21		
2.6	Issue CoCs	EA	21		
TOTAL PRICE EXCL. VAT					
VAT (15%)					
TOTAL PRICE INCL. VAT					

PART C3: SCOPE OF WORK

Document reference	Title	No of page
C3.1	This cover page	1
	Employer's Works Information	2
	Description of the works	3
	Employer's Objectives	3
	Standard Specifications	3
	Standard Adherence	3
	Specification	4
	General Requirements	6
	Completion of the works	6
	Health and Safety Requirements	6
	SHEQ Specification	7
	Project Management	7

	Total number of pages	7

C3.1 EMPLOYER’S WORKS INFORMATION

Contents

PART C3: SCOPE OF WORK.....4

1 Description of the works.....7

 1.1 Executive overview 7

 1.2 Location of Works 7

2 Employer’s objectives7

3 STANDARDS AND SPECIFICATIONS7

 3.1 Standards Adherence..... 3

 3.2 Specification 8

4 General Requirements6

5 COMPLETION OF THE WORK.....6

6 HEALTH AND SAFETY REQUIREMENTS6

7 SHEQ SPECIFICATION7

8 PROJECT MANAGEMENT7

1 Description of the works

1.1 Executive overview

The scope of this tender is to supply, install, and maintain under-counter water filtration systems that deliver clean, purified water for domestic or commercial use. The system should fit under a standard kitchen counter and be capable of removing various contaminants, including but not limited to, chlorine, sediments, heavy metals, and organic compounds.

Summary of the major tasks include:

- Supply and install twenty-one (21) under counter water filtration system(s).

1.2 Location of Works

The work is located at Port Control, CRD, Admin, Customs building, Manhattan building, EMD, Marine Services, Clinic, Dry Dock and Fire offices at the Grain Elevator in the Port of East London. The Port is access controlled and all security and safety protocols must be adhered to.

2 Employer's objectives

Background

The Port of East London has a purchase order for water refill of 25 x 25-liter bottles for various offices in the Port and the water often runs out before the re-fill period, therefore not fulfilling the needs of the end user. It is important to make sure employees have clean drinking water made available immediately. An under-counter water filtration system is recommended to provide readily available clean water for employees. This system will comprise of water filters under the existing counter table, connected to the existing plumbing, to provide clean and safe water via a separate tap immediately. No construction will be needed for the installation of the system. Filter change and maintenance will be done every six (6) months to ensure water is always safe and clean.

3 STANDARDS AND SPECIFICATIONS

All work shall conform to all applicable standards and regulations. The contractor shall be aware of the following standards that he/she should adhere to:

4 Standards Adherence

- Occupational Health and Safety, Act 85 of 1993.
- NSF/SABS/ANSI

4.1 Specification

4.1.1 Purpose

- To outline the correct installation procedure for under-counter water filters, ensuring safety, quality, and compliance with relevant standards.

4.1.2 Method Statement

- This method statement applies to the installation of under-counter water filters in residential/commercial kitchens.

4.1.3 Material and Equipment Required

- Under-counter water filter kit
- Wrenches and adjustable spanners
- Teflon tape
- Pipe cutter
- Drill (if required for brackets)
- Plumbing fittings (if required)
- Safety gear (gloves, safety glasses)

4.1.4 Responsibilities

- Supervisor: Ensure correct procedures are followed and safety measures are implemented.
- Technicians: Install the water filter as per the method statement and manufacturer's guidelines.
- Safety Officer: Verify that safety protocols are being adhered to on-site.

4.1.5 Procedure

Preparation:

- Check the area: Ensure the under-sink space is accessible and clear obstructions
- Shut off water supply: Turn off the water supply to the sink before starting the installation.

- Inspect components: Check all the components of the filter system for any damage and ensure you have all parts according to the manufacturer's instructions.

Installation:

Mounting the filter bracket:

- Locate an appropriate spot under the counter where the filter can be mounted without obstructing other plumbing.
- Mark holes for the mounting bracket, ensuring sufficient space for filter changes.
- Use a drill to create the holes (if needed) and mount the filter bracket using screws.

Install the filter housing:

- Secure the filter cartridge into the housing as per the manufacturer's instructions.
- Attach the filter housing to the mounted bracket.

Plumbing connections:

- Locate the cold-water line and use a pipe cutter to create a gap if needed.
- Attach the water inlet of the filter to the cold-water supply line using a T- fitting or adapter as required.
- Apply Teflon tape to ensure leak-proof connections.
- Connect the outlet of the filter to the faucet or designated filtered water tap.

Install the filtered water faucet (if required):

- If the system comes with a separate filtered water faucet, drill a hole in the sink or countertop if one is not already available.
- Install the faucet according to the manufacturer's instructions and connect it to the outlet of the filter system.

Flush the system:

- Turn on the water.

5 General Requirements

- The contractor is to provide all material, equipment, labour, and supervision to complete all the specified work.
- The contractor is to remove and appropriately dispose offsite all waste.
- The Contractor is liable for any damage or loss of equipment immediately after they have been granted site access to resume the work.
- The flow diagram of the process shall be supplied to National Ports Authority prior to any work being carried out
- The contractor shall provide ongoing site cleaning as required on a daily basis to the satisfaction of the TNPA supervisor.
- The Contractor shall comply with Transnet's safety requirements.
- Attendance to the site briefing is compulsory.

6 COMPLETION OF THE WORK

- Take-over will take place when commissioning is completed. Outstanding items on the snags list will be attended to by the Contractor.
- Invoicing will be done once all the works is certified complete.

7 HEALTH AND SAFETY REQUIREMENTS

The successful Contractor shall:

- All equipment and installation whether detailed in this specification or not shall comply with the requirements of the Occupational Health and Safety Act 85 of 1993 as amended and all other applicable legislation including specific set of regulations and local authority by laws where applicable.
- At all times during the manufacture, of assembly and testing of the equipment the contractor will be responsible for the safety of all persons on site and the equipment.
- Provide a comprehensive health and safety plan detailing his proposed compliance with the regulations. The Health and Safety Management Plan must provide a systematic method of managing hazards and implementing control measures.

8 SHEQ SPECIFICATION

- Prior to commencement of contract, the contractor shall be issued with a SHE specification to compile a SHE files in line with TNPA requirements. Prior to establishing on site, it is an explicit requirement of this contract that all the Contractor's personnel directly involved with this contract, including those of sub-contractors, attend a Safety induction course.

9 PROJECT MANAGEMENT

During tendering stage, a Contractor shall provide a project plan including at least the following:

- Project phases.
- Time schedule.
- Approach methodology.