

PART C3: SCOPE OF WORK

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C3.1 EMPLOYER'S WORKS INFORMATION

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SECTION 1

1 Description of the *works*

1.1 Executive overview

The *works* that the *Contractor* is to perform *involve* the replacement of damaged asbestos roof sheets at various buildings around the Port of Durban. Port of Durban currently has old facilities which were built or constructed in the 1940/60. The roof for the building were predominantly of the asbestos. As part of port renewal TNPA is embarking on ensuring that facilities are complying with current legislations. TNPA is in process of replacing of asbestos from all buildings. Asbestos has been found to be a health risk to environment and employees. This asbestos roof is also having issues of leaks. The primary purpose of this document is to outline the scope of services and deliverables that Transnet National Ports Authority (TNPA) will require of a *Principal Contractor* with necessary experience and expertise in roof replacement.

1.2 Technical Description for the repairs

1.2.1 EXISTING ROOF

- Remove asbestos roof according to Transnet Asbestos Management Plan
- Service Provider to appoint an Approved Asbestos Inspection Authority (AAIA)
- Remove existing asbestos roof sheets and dispose at a suitable dump site.
- Remove all existing roof accessories i.e. fascia boards, barge boards, gutters and downpipes and dispose.
- Half brick in beam filling in face brick to match existing where roof sheeting has been removed

1.2.2 ISOTHERM INSULATION

- Provide isotherm that is manufactured from 100% thermally bonded polyester; it must comply to SANS 10400-XA. It must be laid above ceiling at a minimum thickness of 100mm.

1.2.3 IBR ROOF SHEETS

- Replace asbestos roof sheeting with 'Hula Span' 0,8 mm 'A7 Profile' aluminium sheeting with mill finish on one side and corporate grey Color-Tech PVDF paint coating to other side including accessories fixed to timber purlins, with stainless steel grade 304 self-tapping screws, fascia board and barge board.

1.2.4 ACCESSORIES

- Install plain fascia board, size 300 x 0.9mm thick including galvanized steel H-profile joiners.
- Install 90 degree L-shaped barge board size 275 x 0.9mm thick including H-profile joiners.
- Install aluminium ridging to match sheeting.
- Install industrial box Profile Seamless Gutters 150mm O.G industrial & industrial 100x75mm downpipes and industrial spreaders.

1.2.5 WASTE COLLECTION AND DISPOSAL

- All rubble and Debris must be cleared from site and site to be left clean.
- The collection and disposal of all the rubble/ waste on site should only be done by contractor or subcontractor with waste disposal licence issued by Transnet National Ports Authority, Port of Durban.

1.2.6 SAFE EQUIPMENT FOR WORKING AT HEIGHT

- Supply safe and suitable working at height equipment for every height work.
- A contractor must appoint a competent person in writing who must ensure all height equipment's operations are carried under his or her supervision and that all erectors, team leaders and inspectors are competent to carry out work.

1.3 Employer's objectives

The *Employer*, Transnet National Ports Authority, requires the *Works*, comprising of replacement of damaged asbestos roof sheets at various buildings around the Port of Durban. The *Employer* intends to appoint a *Contractor* to repair the buildings as per *Employer's* specifications.

NB: The contractor shall allow in his prices for the following:

Construction work will also take place within a confined area, i.e. operational office environment, no additional payment will be made for work done in confined areas. The prospective tenderers shall exercise due diligence during the execution of the project to minimize risk of damaging existing equipment/infrastructure and also ensure minimal disruption to office staff. The Contractor will be responsible for any costs associated with damages to existing infrastructure located on the buildings; the Contractor shall therefore make provision in his prices for the risk of damage to existing equipment/infrastructure.

1.4 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
AIA	Authorised Inspection Authority
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
CD	Compact Disc
CDR	Contractor Documentation Register
CDS	Contractor Documentation Schedule
CRL	Contractor Review Label
CSHEO	Contractor's Safety, Health and Environmental Officer
CM	Construction Manager
DTI	Department of Trade and Industry
DWG	Drawings
EO	Environmental Officer
HAW	Hazard Assessment Workshop
HAZOP	Hazard and Operability Study
HSSP	Health and Safety Surveillance Plan
INC	Independent Nominated Consultant
IP	Industrial Participation
IR	Industrial Relations
IPP	Industrial Participation Policy
IPO	Industrial Participation Obligation
IPS	Industrial Participation Secretariat
IRCC	Industrial Relations Co-ordinating Committee

JSA	Job Safety Analysis
CIRP	Contractor's Industrial Relations Practitioner
Native	Original electronic file format of documentation
PES	Project Environmental Specifications
PHA	Preliminary Hazard Assessment
PIRM	Project Industrial Relations Manager
PIRPMP	Project Industrial Relations Policy and Management Plan
PLA	Project Labour Agreements
PSIRM	Project Site Industrial Relations Manager
PSPM	Project Safety Program Manager
PSSM	Project Site Safety Manager
ProgEM	Programme Environmental Manager
ProjEM	Project Environmental Manager
QA	Quality Assurance
R&D	Research and Development
SANS	South African National Standards
SASRIA	South African Special Risks Insurance Association
SES	Standard Environmental Specification
SHE	Safety, Health and Environment
SHEC	Safety, Health and Environment Co-ordinator
SIP	Site Induction Programme
SMP	Safety Management Plan
SSRC	Site Safety Review Committee

2 Engineering and the *Contractor's* design

2.1 *Employer's* design

2.1.1 No designs are to be supplied by the Employer, however the Employer will supply the Works Information and Specifications for *Works* required.

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

The *Contractor* will not do any design as the *Contractor* undertake *Works* as per employer's specifications. However the *Contractor* will be obligated to supply all necessary Equipment and Personnel to properly perform the *Works* under the Contract including:

- Project management of the execution of the *Works* and supply of other Goods including planning, scheduling and reporting to the *Employer*
- The implementation of QCP's to demonstrate compliance with the requirements of the Contract.
- Ensuring that the completed *Works* shall comply with the Codes and Standards and any other applicable statutory requirements
- Selection of suitable materials (where not already specified herein)
- Procurement, transportation and transfer supervision of the *Goods*
- Scaffolding or any safe working at height equipment.
- Lifting equipment for erection
- Construction, erection, assembly, installation and supervision of the *Works*

- Specialist installation and installation supervision
- All specialised tools necessary for the installation of the fence and its operation and maintenance
- Site inspection and testing
- Removal and disposal, as approved by the *Employer*, of all scrap and rubble generated by the *Contractor* with the site to a demarcated area on the site
- All documentation for statutory and regulatory compliance, project controls, training and the operation and maintenance of the *Works*

2.3 Review and Acceptance of *Contractor* Documentation

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

3 Construction

3.1 Temporary works, Site services & construction constraints

- 3.1.1 *The Contractor complies with Employer's* Site entry and security control, permits, and Site regulations
- 3.1.2 The *Contractor* is specifically excluded from entering the *Employer's* Operational Areas which are outside the Site and Working Areas. The *Contractor* plans and organises his work in such a manner so as to cause the least possible disruption to the *Employer's* operations.
- 3.1.3 The *Contractor* ensures the safe passage of *Contractor's* traffic to and around the Site and Working Areas at all times that includes providing flagmen, protective barriers, signage and so forth for protection, direction and control of traffic.
- 3.1.4. The *Contractor* keeps daily records of his Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.
- 3.1.5. The *Contractor* complies with the following access / egress permissions and restrictions for personnel and Equipment within the Site boundaries requirements of the *Employer*:
 The *Contractor* ensures that all his construction staff, labour, and Equipment remains within his allocated and fenced off construction area.
 Prior to bringing Equipment to site the *Contractor* will be required to notify the *Project Manager* as per the NEC 3 communication procedures and provide details of the Equipment to be brought to site and obtain approval from the *Project Manager*, the *Contractor* can only bring equipment once the *Project Manager* issues approval in writing.
 All *Contractor's* staff and labour complies with the Employers (TNPA) operational safety requirements and are equipped with all necessary PPE, high visibility apparel and floating apparel.
- 3.1.6. People restrictions on Site; hours of work, conduct and records:
- 3.1.7. The *Contractor's* personnel and Sub-*Contractor's* on site are restricted from accessing areas outside the approved Working Area.
- 3.1.8. The *Contractor* keeps daily records of his people engaged on the Site and Working Areas (including Sub-*Contractors*) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.
- 3.1.9. The *Contractor* complies with the following hours of work for his people including Sub-*Contractors* employed on the Site:
- Monday to Friday: 07:00am to 15:30pm

NB: Should the *Contractor* wish to deviate from the above working hours, a formal request shall be submitted to the *Project Manager* for approval two weeks prior to the start date of the deviation.

- 3.1.10 The *Contractor* keeps daily records of his people engaged on the Site and Working Areas including Sub-Contractors with access to such daily records available for inspection by the *Project Manager* at all reasonable times.
- 3.1.11 Environmental controls, fauna & flora, dealing with objects of historical interest
- 3.1.12 The *Contractor* complies with the CEMP, SES and PES in the construction of the *works*, all as described under paragraph 2.4 of C3.1 *Employer's Works Information*.
- 3.1.13 Title to Materials from demolition and excavation
- The *Contractor* has no title to all materials arising from dismantling and demolition in the performance of the works with title to such materials remaining with the *Employer*. The *Project Manager* shall instruct the *Contractor* how to label, mark, set aside and/or dispose of such materials for the benefit of the *Employer* in accordance with ECC3 Clause 73.1.
 - With title to such Materials (as referenced above) remaining with the *Employer*. The *Project Manager* shall instruct the *Contractor* how to label, mark, set aside and/or dispose of such Materials for the benefit of the *Employer* in accordance with ECC Clause 73.1.
- 3.1.14 Cooperating with and obtaining acceptance of others
- 3.1.15 The *Contractor* performs the *works* and co-operates with:
- The *Works* will be performed in an operational environment, Storeroom and the Switch room will proceed with normal duties, during the renovations the where the repairs will take place the employees or end user will be notify so that there will be no disruption. The *Contractor* shall have to liaise with the project manager in scheduling work and shall comply with all instructions.
 - The *Contractor* performs the *Works* and co-operates with The *Employer* (including the agents of the *Employer*) who operates on Site during the entire duration of the Contract period.
 - The *Contractor* performs the *Works* and co-operates with others, of whom the *Contractor* is to be notified once appointed by the *Employer*, who operate on Site during the entire duration of the Contract period.
 - The *Contractor* shall note that there may be other projects in progress within the Storeroom and the Switch room which are expected at some point to run in parallel to this project, the *Contractor*, hence the *Contractor* shall co-operate with Others by allowing access through parts of the Working Areas when required during the entire duration of the Contract period.
- 3.1.16 Publicity and progress photographs
- The *Contractor* does not advertise the contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of the *Project Manager*.
 - The *Contractor* obtains the permission and approval of the *Project Manager* before erecting any notice boards or using the details of the contract in any advertising media.
 - The *Contractor* provides a complete digital photographic record of the progress of the construction of the works to the *Project Manager*, monthly as part of the *Contractor's*

monthly programme narrative report. The digital photographic equipment used shall be intrinsically safe, where applicable.

- The *Contractor provides* progress photographs at progress meetings in a CD format or USB.

3.1.17 *Contractor's Equipment*

- The *Contractor* keeps daily records of his Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.
- All Equipment used by the *Contractor* on site shall be properly maintained and operated. All vehicles on public roads shall be roadworthy, with the necessary licences and safety requirements. A checklist/register shall be implemented which lists the operators qualifications and medical records.
- The *Contractor* complies with the following:
 - a) The Contractor shall supply all necessary materials, labour, tools, plant, PPE, demarcating signage as per the latest construction regulation and transport required for the proper completion of the works.
 - b) The *Contractor* shall submit a comprehensive list of Equipment, intended for use on this contract.
 - c) The use of all such Equipment shall be subject to approval by the *Project Manager*, though such approval shall not relieve the *Contractor* of any of their responsibilities under the contract.

3.1.18 *Equipment provided by the Employer*

No Equipment will be provided by the *Employer*.

3.1.19 *Site services and facilities:*

- No facilities will be provided by the *Employer*. The *Contractor* may, however, make arrangements with the relevant Transnet personnel to make use of ablution facilities that might be on or near the site.
- The *Contractor's* site establishment area(s) is to be within the *Contractor's* boundary of the area that will be confirmed with the successful *Contractor* after award and shall be clearly sign posted and be compliant with the relevant safety regulations and restrictions that might be in place until the *Contractor* has de-established from site. The site establishment layout must be approved by the *Project Manager*.
- The *Contractor* shall ensure that the area used has a suitable continuous security fence and the necessary access gates. All preparation and fencing, etc. shall be done by the *Contractor* and shall be for his account, this includes clearing away and leaving clean and clear at completion.
- The *Contractor* shall provide, maintain and remove lockable portable chemical type toilets. An area will be made available within the *Contractor's* Working Areas.

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

- For the duration of the Contract, the *Employer* will provide with an area, free of charge, for the *Contractor* to establish his offices, lay down areas, stores and other *Contractor's* Equipment.
- The *Contractor* ensures that this site establishment area is compliant with the relevant safety regulations and restrictions, is clearly sign posted, and has a suitable security fence, lighting and the necessary access control gates.

- The *Employer* provides connection points for services such as water, power etc. The *Contractor* is responsible for his own connection to the *Employer's* services AND for the reticulation of his services from the connection point. The cost of meters, connections, reticulation and all other usage costs associated with the provision of services are for the *Contractor's* account.

3.1.21 Facilities provided by the *Contractor*:

- The *Contractor* ensures that the site establishment area is compliant with the relevant safety regulations and restrictions, is clearly sign posted, and has a suitable security fence, lighting and the necessary access control gates.
- All costs for preparation of the site establishment area are for the *Contractor's* account.
- The *Contractor* submits details of the layout of his site establishment to the *Project Manager* for his acceptance.
- The *Contractor* provides, at his cost, for his staff and that of the *Employer*, a sufficient number of toilets and maintains them in a clean and sanitary working condition.
- The *Contractor* provides temporary lighting and fencing around every section occupied by him during the phased construction of the works.
- Such fencing demarcates and secures the construction area. The fencing is erected before any work starts and is removed only upon completion of the work in that area.
- The *Contractor* is responsible for all costs for such lighting and fencing, including access control into and out of these restricted areas.
- Wherever the *Contractor* provides facilities (either his own or for the *Project Manager* and/or *Supervisor*) and all items of Equipment, involving, inter alia, offices, accommodation, laboratories, materials storage, compound areas, etc., within the Working Areas, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.
- Upon completion, and within one month of the date of acceptance of the works, the *Contractor* completely removes from the Site and Working Areas all his Equipment, including the foundations of any structures, stores, office accommodation or any other asset belonging to him, and leaves the Site and Working Areas in a tidy condition to the satisfaction of the *Project Manager*.
- No excess or discarded materials or equipment may be buried or dumped within the port boundary.
- The *Employer* does not provide any security for the Site and Working Areas. The *Contractor* provides same and indemnifies and holds indemnified the *Project Manager* and *Employer* against any claims and actions that may arise out of Site and Working Area security.
- No housing is available for the *Contractor's* employees. The *Contractor* makes his own arrangements to house his employees and transports them to site in a closed vehicle specifically designed for passenger transport (bus or similar) accepted by the *Project Manager*.
- Wherever the *Employer* provides facilities for the *Contractor's* use and the *Contractor* adapts such facilities for use, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the *Employer*.
- Unless expressly stated as a responsibility of the *Employer*, all residual requirements for the provision of facilities and all items of Equipment necessary for the *Contractor* to Provide the *Works* remains the responsibility of the *Contractor*.

3.2 Completion, testing, commissioning and correction of Defects

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

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

Item of work	To be completed by
Certificates of Compliance, permission to install & concessions	Within 2 days prior to Completion.
Test and commissioning certificates and data sheets	Within 2 days prior to Completion.
Copy of the Technical Specification	At Handover

3.2.2 The *Contractor* is permitted to carry out the following *works* after Completion: Snags if they are being identified at the handover.

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

The *Employer* uses the following part / parts of the *works* before Completion is certified by the *Project Manager*.

3.2.4 Materials facilities and samples for tests and inspections

- The *Contractor* to provide all materials, facilities and apparatus required for any test and /or inspections required by the *Works* Information.
- The *Contractor* to provide samples as required by the *Works* Information.
- The *Employer* provides nothing.

3.2.5 Commissioning

Testing and commissioning will be as per the Technical Specifications.

3.2.6 Take over procedures

3.2.7 The *Contractor* provides the following assistance to the *Employer* as deemed necessary by the *Employer*, in terms of the contract.

3.2.8 The *Contractor* ensures that the documentation as described under paragraph 3.8 of the *Works* Information is presented to the *Project Manager* before Completion.

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

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

- Upon prior arrangement, The *Contractor* will be granted access to the B3/097, B3/098, B5/307, B9/070 and B9/071 to correct any defects.
- The *Contractor* will be required to undertake certain procedures before such access can be granted this will include but not limited to:
 - a) Safety requirements, develop method statement and risk assessment.

- b) Undergo TNPA inductions in order to obtain access permits.
 - c) Obtain access permits from TNPA permit office.
- 3.2.11 The *Contractor* complies with the following constraints and procedures of the *Employer* where the *Project Manager* arranges access for the *Contractor* after Completion:
- Limited working space for available for the *Contractor* to perform defects corrections.
 - *Contractor* shall be confined to the working times specified in paragraph 3.1.9.
- 3.2.12 Performance tests after Completion
The *Contractor* performs the performance tests after Completion of the *works*.
- 3.2.13 Operational maintenance after Completion
The *Contractor* performs no further operational maintenance in relation to the *works* after Completion.

4 Plant and Materials Standards and Workmanship

4.1 Investigation, Survey and Site Clearance

- 4.1.1. The *Contractor* will be responsible for the setting out of the works.
- 4.1.2. Prior to commencing the works the *Contractor* records any defects or inaccuracies related to the existing renovations and presents this record to the *Project Manager* for acceptance. Only items recorded in this manner will be accepted as having pre-existed the Works and the remedying of all other damage will be the *Contractors* responsibility and for his cost.

4.2 Building works

- 4.2.1 Where the Association of South African Quantity Surveyors Model Preamble for Trades 1999 are used within the Works Information, the following interpretations and meanings shall apply:
- 4.2.2 In case of any conflict in interpretation, ambiguity or discrepancy between any Model Preamble for Trades 1999 (whether standard or written as a particular project specification) contained in the *Works* Information and the *conditions of contract*, the *conditions of contract* take precedence within the ECC Contract.
- 4.2.3 In case of any conflict in interpretation, ambiguity or discrepancy between any Model Preamble for Trades 1999 (whether standard or written as a particular project specification) contained in this paragraph 4.2 of C3.1 *Employer's* Works Information and specific statements contained elsewhere in C3.1 *Employer's* Works Information, the specific statements contained elsewhere shall prevail, without prejudice to the *Project Manager's* express duty to resolve any ambiguity or inconsistency in the *Works* Information under ECC Clause 17.1.
- 4.2.4 Within the Model Preambles for Trades 1999, the following amendments and interpretations shall apply:
- Where the word or expression "Principal Agent" is used, read "*Project Manager*" or "*Supervisor*" as the context requires.
- Where the word or expression "*Contractor*" is used, read "*Contractor*".

Where the word or expression “Engineer” is used, read “*Project Manager*” or “*Supervisor*” as the context requires.

Where the Model Preambles for Trades 1999 mention “rates” for measured work and any contractual statements relating to payment, all such statements shall be discounted, with the ECC *conditions of contract* taking precedence.

- 4.2.5 Within the Model Preambles for Trades 1999, A. GENERAL, the following amendments and interpretations shall apply:

Where the word or expression “bills of quantities” is used, this shall be discounted for the purposes of the *Works Information*. The ECC Contract Data - Part one states the main option to apply within the ECC Contract between the Parties.

- 4.2.6 Within the Model Preambles for Trades 1999, B. ALTERATIONS, B.2 MATERIALS FROM THE ALTERATIONS, CREDIT, ETC and C. EARTHWORKS, C1.4 Materials from demolitions shall not apply. C3.1 *Employer’s Works Information* paragraph 3.1.6 states details of the *Contractor’s* title (if any) to Materials arising from excavations and/or demolitions and how such Materials are either to be disposed of or re-used in the *works*.
- 4.2.7 Within the Model Preamble for Trades 1999 Q. PLUMBING AND DRAINAGE, Q.24 TESTS shall be deemed to be included within paragraph 3.2.1 of C3.1 *Employer’s Works Information*.
- 4.2.8 Within the Model Preamble for Trades 1999 U. EXTERNAL WORKS, U.3.8 Process control tests shall be deemed to be included within paragraph 3.2.1 of C3.1 *Employer’s Works Information*.
- 4.2.9 The principles, meanings and interpretation stated and established within paragraphs 6.2.1 to 6.2.8 with respect to the Model Preambles for Trades 1999 equally apply to the other Model Preambles for Trades 1999 references used within this paragraph 4.2 of C3.1 *Employer’s Works Information*.

4.3 Civil Engineering and Structural Works

- 4.3.1 Where the SANS 1200 series of Specifications are used within the *Works Information*, the following interpretations and meanings shall apply:

4.3.2 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in the *Works Information* and the conditions of contract, the conditions of contract take precedence within the ECC contract.

4.3.3 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in this paragraph 4.3 of the *Employer’s Works Information* and specific statements contained elsewhere in C3.1 *Employer’s Works Information*, the specific statements contained elsewhere shall prevail, without prejudice to the Project Manger’s express duty to resolve any ambiguity or inconsistency in the *Works Information* under ECC Clause 17.1.

- 4.3.4 Within SANS 1200 A: GENERAL, the following amendments and interpretations shall apply:

Where the word or expression “Employer” is used, read “*Employer*”;

Where the word or expression “Contractor” is used, read “*Contractor*”;

Where the word or expression “Engineer” is used, read “*Project Manager*” or “*Supervisor*” as the context requires;

Where the word or expression “schedule of quantities” is used, this is deleted in entirety. Assessment and payment is in accordance with the *conditions of contract* (and the ECC main and secondary options stated therein);

- 4.3.5 Within SANS 1200 A: GENERAL 2.3 DEFINITIONS, the following apply:

“Acceptable. Approved (Approval)” is interpreted as either a *Project Manager* or a *Supervisor* communication or instruction in relation to Works Information compliance, consistent with the *conditions of contract* as the context requires;

“Adequate” is deleted. The *Project Manager* notifies the *Contractor* where the *Contractor* has not complied with the *Works Information*;

“Measurement and payment” and the further definitions contained within 6.3 c) are deleted. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein);

4.3.6 Within SANS 1200 A: GENERAL 2.6 APPROVAL, the following applies:

“Approval” by either the *Project Manager* and/or the *Supervisor* is without prejudice to ECC Clause 14.1 and, inter alia, ECC Clauses 13.1, 14.3 and 27.1.

4.3.7 SANS 1200 A: GENERAL 2.8 ITEMS IN SCHEDULE OF QUANTITIES, is deleted in entirety. Assessment and payment is in accordance with the *conditions of contract* (and the ECC main and secondary options stated therein).

4.3.8 SANS 1200 A: GENERAL 3.2 STRUCTURES AND NATURAL MATERIAL ON SITE, applies only to the extent that it is consistent with paragraph 3.1.6 of C3.1 *Employer’s Works Information*.

4.3.9 Within SANS 1200 A: GENERAL 7.1 PLANT, the following applies:

Where the word or expression “Plant” is used, read “Equipment”.

4.3.10 SANS 1200 A: GENERAL 7.2 CONTRACTOR’S OFFICES, STORES AND SERVICES, applies but the *Project Manager* resolves any inconsistency with statements included within paragraph 3.1.12 of C3.1 *Employer’s Works Information*.

4.3.11 SANS 1200 A: GENERAL 3.1 SURVEY, applies only to the extent that it is consistent with paragraph 3.1.14 of C3.1 *Employer’s Works Information*.

4.3.12 Within SANS 1200 A: GENERAL 3.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS, the following applies:

Where the word or expression “specification” is used, read “Works Information”.

4.3.13 SANS 1200 A: GENERAL 3.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES applies only to the extent that it is consistent with the specific statements made elsewhere in C3.1 *Employer’s Works Information* and in any case and at all times consistent with the *conditions of contract*.

4.3.14 Within SANS 1200 A: GENERAL 5 TESTING, the following applies:

Where the word or expression “Engineer” is used, read “*Supervisor*”.

4.3.15 SANS 1200 A: GENERAL 8 MEASUREMENT AND PAYMENT, is deleted in entirety. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein).

4.3.16 The principles, meanings and interpretation stated and established within paragraphs 6.3.1 to 6.3.15 with respect to SANS 1200 series and to SANS 1200 A: GENERAL equally apply to the other SANS 1200 specification references [state particulars of SANS 1200 used] used within this paragraph 6.3 of C3.1 *Employer’s Works Information*.

4.4 Electrical & mechanical engineering works

4.4.1 Where SANS 10142 and/or SANS 10198 specifications are used within the Works Information, then where the term “Equipment” (or the like) is used with the meaning of installation and items left behind in the *works*, then please read this term as “Plant” for ECC defined term compliance.

5 List Of Drawings

5.1 Drawings issued by the *Employer*

- This is not applicable on this contract.

SECTION 2

6 Management and start up

6.1 Management meetings

6.1 Management meetings

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

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick-off meeting	Once off at beginning of contract	Ocean Terminal Building	<i>Project Manager</i> (and appropriate key persons) and <i>Contractor</i>
Risk register and compensation events	Bi – Weekly	Building and marine hlanganani board room	<i>Project Manager</i> (and appropriate key persons) and <i>Contractor</i>
Overall contract progress and feedback	Bi – Weekly	Building and marine hlanganani board room / On Site	<i>Project Manager</i> (and appropriate key persons) and <i>Contractor</i>
Safety Meetings	Once a week	On Site	Construction Manager (<i>and key persons</i>), Safety Manager and <i>Contractor</i>

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

- 6.1.4 All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register are not to be used for the purpose of confirming actions or instructions under the contract as these are to be done separately by the person identified in the conditions of contract to carry out such actions or instructions.
- 6.1.5 The *Contractor* attends management meetings at the *Project Manager's* request as set out in the table above. At these meetings the *Contractor* presents all relevant data including safety, health and environmental issues, progress reports, quality plans, Sub-Contractor management reports, as may be required.

6.2 Documentation Control

- 6.2.1. The *Contractor* is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure are in place to support the electronic transmission of documentation.
- 6.2.2. All documentation requirements for the works will be dealt with in accordance with TNPA document system extracted from the Standard Project Protocol document (SPP).
- 6.2.3. The Head of Documentation Control shall be the Management Representative for Quality (MRQ). The Document Controller shall provide assurance that all project related documents shall be fully controlled.
- 6.2.4. All project related incoming and outgoing e-mails, faxes, letters, documents and drawings shall be copied to the Document Controller and *Project Manager*. The Document Controller shall allocate a reference and sequence number, and file the documents electronically within 48 hours of receipt.
- 6.2.5. Drawings shall be issued as per *Project Manager's* requirements to Documentation Control. Document Controller shall register drawings and issue with an electronic document transmittal.
- 6.2.6. All project related incoming and outgoing correspondence (internal Origin) shall be sent to Documentation Control for date stamping and distribution as per the *Project Manager's* and/or *Supervisor's* requirements. This shall exclude e-mails.
- 6.2.7. All incoming documents (external origin) shall be forwarded to the Documentation Control for scanning, filing, including reference, sequential number allocation and registration.
- 6.2.8. Outgoing documents of external origin shall be forwarded to the Documentation Control with the Request Instruction Forms. The Document Controller shall register the documents and issue a transmittal note.

6.3 Safety risk management

- 6.3.1. The *Contractor* complies with the following Safety Management Plan (SMP): All health and safety matters associated with the *works* will be dealt with in accordance with Occupational Health & Safety Act, 1993 (Act No. 85 of 1993) and the Transnet National Ports Authority Health and Safety Specifications contained in **Annexure B** to this *Works Information*.
- 6.3.2. The *Contractor* shall prepare, implement and administer the *Contractor's* Health and Safety Management Plan (CHSMP). The Health and Safety Management Plan must provide a systematic method of managing hazards and implementing control measures.
- 6.3.3. The *Contractor* must prepare and submit the Occupational Health & Safety file to the *Project Manager* for acceptance. The Safety file will then be submitted to the TNPA Legal & Compliance Department for approval before start of the works.

SHE File is to be kept on site at all times. The file as to contain amongst others, if applicable:

- Principal Contractors Organogram
- Letter Of Good Standing With Compensation Fund
- Notification Letter Of Construction Work ~ Department Of Labour (If Applicable)

- Appointments
- Induction: Employees And Visitors: Staff Medical Certificates
- Principal Contractor's SHEQ Policy
- Health & Safety Plan, Integrated Legal Register, Client Specification
- Fall Protection Plan (If Applicable)
- Risk Assessments: Method Statements: Safe Operating Procedures
- Incidents / Accidents Register And Investigation Reports
- Health And Safety Training Records - Induction Records And Tool Box Talks
- Emergency Contact Telephone Numbers
- Business Continuity Plan Including Emergency Plan
- Documented Proof Of Daily Toolbox Safety Talks/ DSTI
- Inspections Checklist
- All Registers
- Welfare Facilities
- Electrical Compliance
- Mandatary Agreement
- Communication Plan
- Training Records and Competency Certificates
- General(Section 37(2), Site Access Certificate)
- Environmental Management Plan

COVID 19 REQUIREMENTS

- Covid 19 Risk assessment
- Covid 19 Risk assessment management plan
- Contractor Covid 19 induction training
- Covid 19 Communication plan (Attendance registers DOL Directive 479, Risk assessment, etc.)
- Appointment of Covid 19 Manager/Representative
- Covid 19 Operational Plan(include Return to work questionnaire, Covid 19 Reporting and investigation procedure, social distancing, Symptom screening procedure, sanitising and disinfecting procedures, Cloth masks and other PPE, Measures in respect of workplaces to which public have access, Ventilation, Hygiene and cleaning measures and Waste Management, and not limited to the above specifications).
- Covid 19 Registers and Checklists

- 6.3.4. Further to clause 2.3.1, pre-employment medical examinations as well as exit medicals will be required and must further include for chest X-rays. These medical examinations must be carried out by a registered Occupational Health practitioner. All costs associated will be to the *Contractor's* account.
- 6.3.5. The *Contractor* ensures that its Sub-Contractors comply with the CHSMP and relevant statutory requirements of the Occupational Health & Safety Act, 1993 (Act No. 85 of 1993).
- 6.3.6. The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* with respect to the SMP and health and safety issues are as stated in the paragraphs following:
- 6.3.7. The *Construction Manager* is responsible (in the context of the SMP only) for health and safety on the Site and Working Areas and reports to the *Project Manager*.
- 6.3.8. The *Construction Manager* specific tasks (in the context of the SMP) are:
- a) Implement the *Employers* safety management system.
 - b) Monitor *Contractor's* compliance to the CHSMP.
 - c) Ensure risk is at an acceptable level.
 - d) Ensure the *Contractor's* workforce and Construction Management Team is competent.

- 6.3.9. The *Project Site Safety Manager* (PSSM) is responsible for ensuring that the *Contractor* complies with the SMP. The PSSM acts on behalf of the *Project Manager*.
- 6.3.10. The *Project Site Safety Manager* (PSSM) specific tasks are:
- Ensure that the overall project safety requirements are complied with.
 - Provide guidance on safety related issues arising during the execution of the project.

6.4 Environmental constraints and management

- 6.4.1 The *Contractor* complies with the following ENV-STD-001 Rev01 (CEMP):

The *Contractor* performs the *works* and all construction activities within the Site and Working Areas having due regard to the environment and to environmental management practices as more particularly described within the SES and PES.

The SES describes the minimal acceptable standard for environmental management for a range of environmental aspects commonly encountered on construction projects and sets environmental objectives and targets, which the *Contractor* observes and complies.

The PES may require higher minimal standards than those described in the SES as may be required by the *Project Manager* or Others.

The overarching obligations of the *Contractor* under the CEMP before construction activities commence on the Site and/or Working Areas is to provide an environmental method statement for a particular construction operation at the Site and/or Working Area by the *Contractor* and where requested by the CM and to comply with the following:

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

- Hazardous and non-hazardous solid waste management
- Contaminated water management
- Hydrocarbon spills
- Dust control
- Spoil dumping
- Noise and vibration control
- Environmental awareness training
- Emergency procedures for environmental incidents
- *Contractor's* SHE Officer

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

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

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

During the construction period, the *Contractor* complies with the following:

The method statements for Completion by the Contractor are contained within Annexure Where applicable, the *Contractor* shall provide job-specific training on an *ad hoc* basis when workers are engaged in activities, which require method statements.

The *Contractor* shall ensure that any Materials delivery drivers are informed of all procedures and restrictions (e.g. which access roads to use, no go areas, speed limits, noise, etc) required by the CEMP before they arrive at Site and off load any Materials.

The *Contractor* shall clear and clean the Site and Working Areas and ensure that everything not forming part of the *works* is removed from the Site and Working Areas and that all rehabilitation has taken place in accordance with the

6.4.2 The *Contractor* complies with the following SES:

The *Contractor* shall identify the kinds of environmental impacts that will occur as a result of his activities and then prepare separate method statements describing how each of those impacts will be prevented or managed so that the standards set out in this document are achieved. These method statements will be prepared in accordance with the requirements set out in the CEMP.

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

6.5 Quality assurance requirements

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

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

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

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

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

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

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

6.5.7 The Procedures means the *Contractor's* systems for management of:

- a) Documentation Control
- b) Design Control
- c) Procurement

6.5.8 The Inspection and testing means:

- a) Quality Control Plans
- b) Inspection Points
- c) Schedule of Inspections
- d) Field Inspection Checklists
- e) Inspection notification
- f) Inspection and testing
- g) Inspection release
- h) Special processes

- i) Welding Procedures
- j) Material traceability and certification

6.6 Programming constraints

- 6.6.1. The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements of the CEMP, SES, PES and SMP state others as required as described under paragraph 6.4 of the *Works Information*, together with the associated environmental method statements.
- 6.6.2. The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements of paragraph 6.3 of the *Works Information* relating to health and safety issues need to be highlighted on the programme; paragraph 2 design issues and paragraph 7 procurement issues, but the *Project Manager* might require various mandatory statements (e.g.) in relation to Equipment design and/or assembly / dismantling.
- 6.6.3. The *Contractor* complies with the *Employer's* programme requirements and NEC requirements when he submits his first programme.
- 6.6.4. The *Contractor* presents his first programme and all subsequently revised programmes (see ECC Clauses 31.2 and 32.1) in hard copy format and in soft copy format.
- 6.6.5. The *Contractor* uses Microsoft Project for his programme submissions or a similar programme software package equivalent subject to the prior written notification and acceptance by the *Project Manager*.
- 6.6.6. The *Contractor* shows on his Accepted Programme and all subsequently revised programmes schedules showing the critical path or paths and all necessary logic diagrams demonstrating sequence of operations.
- 6.6.7. The *Contractor's* programme shows duration of operations in working days. A normal working week for employees is 40 hours.
- 6.6.8. The *Contractor's* programme shows the following levels:
 - a) Level 1 Master Schedule – defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing and pre-commissioning, commissioning and Completion.
 - b) Level 2 Project Schedule – summary schedules 'rolled up' from Level 3 Project Schedule described below
 - c) Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. Individual operations will be assigned a code. The *Project Manager* notifies any subsequent layouts and corresponding filters on revised programmes
 - d) Level 4 Project Schedule – detailed discipline speciality level developed and maintained by the *Contractor* relating to all operations identified on the programme representing the daily activities by each discipline
 - e) A narrative status report, which includes status and performance of operations on the Site and Working Areas; status and performance of operations outside the Working Areas; manpower histograms; S-curve of overall progress; critical action items (top 10) and deviations from the Accepted Programme and action plan to rectify.
- 6.6.9. The *Contractor* shows on each revised programme he submits to the *Project Manager* a resource histogram showing planned progress versus actual, deviations from the Accepted Programme and any remedial actions proposed by the *Contractor*.
- 6.6.10. The *Contractor* submits programme report information to the *Project Manager* at weekly intervals in addition to the intervals for submission of revised programmes stated under Contract Data Part One.
- 6.6.11. The *Contractor's* weekly programme narrative report includes:
 - a) Level 4 Project Schedule – showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.

- b) 3-week Look ahead Schedule - showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
 - c) Manpower Histogram – reflecting actual, forecasted and planned activities
 - d) S-curves – reflecting the actual percentage complete versus the planned percentage for the overall contract utilising the earned values as calculated by the detailed progress report.
- 6.6.12. The *Employer* (including the agents of the *Employer*) operates on site during when the *Contractor* has completed certain elements of the *Works*.
- 6.6.13. Others operate on Site during the execution of the project.

6.7 Contractor's management, supervision and key people

- 6.7.1 The *Contractor* employs a CSHEO as a key person under ECC Clause 24.1
- 6.7.2 The CSHEO reports to the SHEC on the Site. The CSHEO ensures that the *works* (to include any part thereof) are subject to a prior environmental method statement(s) approved by the *Project Manager* and ensures that the CEMP is implemented by the *Contractor* in a timely and proper manner. The SCHEO provides the *Project Manager* with all environmental method statements.
- 6.7.3 The CSHEO tasks are:
- a) Daily, weekly and monthly inspections of the Site and Working Areas. The *Contractor* is referred to Annexure Monitor compliance with the CEMP (to include the SES and PES) and the environmental method statements submitted to the *Project Manager*
 - b) Reporting of any environmental incident to the *Project Manager*
 - c) Attendance at all SHE meetings, toolbox talks and induction programmes
 - d) Litter control and ensuring the *Contractor* clears litter from the Site and Working Areas; and
 - e) Ensuring that environmental signage and barriers are correctly placed. The CSHEO submits daily, weekly and monthly checklists to the SHEC.
- 6.7.4 The *Contractor* employs a CIRP as a key person under ECC Clause 24.1.
- 6.7.5 The CIRP is based on the Site and ensures that all reports and IR requests are submitted accurately and in a timely manner to the *Project Manager*.
- 6.7.6 The CIRP tasks are:
- a) Dedicated to human resources, industrial relations and any other *Contractor* employee related function;
 - b) Resolve all human resources and industrial relations matters arising from the *Contractor*'s employees;
 - c) Represent the *Contractor* at all industrial relations meetings; and
 - d) Represent the *Contractor* on the IRCC
- 6.7.1 The *Contractor* provides an Organogram of all his key people (both as required by the *Employer* and as independently stated by the *Contractor* under Contract Data Part Two) and how such key people communicate with the *Project Manager* and the Supervisor and their delegates all as stated at C3.1 *Employer's Works* Information.

6.8 Training workshops and technology transfer

- 6.8.1 The *Contractor* facilitates the following requirements for training workshops:
- a) A safety pre-mobilisation workshop
 - b) A *Contractor* employee safety training programmes
 - c) The *Contractor* shall utilise local people for staffing up some of his requirements and shall ensure that there is adequate skills transfer taking place.

d) Any other training as required by law or specifications referred to in this document

6.9 Insurance provided by the Employer

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

6.10 Contract change management

6.10.1 No additional requirements apply to ECC Clause 60 series.

6.11 Provision of bonds and guarantees

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

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

6.12 Records of Defined Cost, payments & assessments of compensation events kept by Contractor

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

- a) Records of design employee's location of work (if appropriate);
- b) Records of Equipment used and people employed outside the Working Areas (if applicable)

6.13 The Contractor's Invoices

6.13.1 When the *Project Manager* certifies payment (see ECC Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.

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

6.13.3 The invoice states the following:

Invoice addressed to Transnet SOC Ltd;

Transnet SOC Limited's VAT No: 4720103177;

Invoice number;

The *Contractor's* VAT Number; and

The Contract number.

The invoice contains the supporting detail.

6.13.4 The invoice is presented by hand delivery.

Invoices submitted presented to:

Transnet National Ports Authority
11 Methven Road
Maydon Wharf
Durban

For the attention of the Project Manager.

6.14 People

6.14.1 Minimum requirements of people employed on the Site
South African Work Permits

6.14.2 The *Contractor* complies with the following PIRPMP

a. CONTRACTOR LIABILITY

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

6.14.2.2 INDUSTRIAL ACTION BY CONTRACTOR EMPLOYEES

- In the event of any industrial action by the Contractor's employees, the Contractor is required to provide competent contingency resources permitted in law to carry out any of the duties that are or could potentially be interrupted by industrial action in delivering the Service.
- The Contractor warrants that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the Contractor's employees.
- In the event of any industrial action by the Contractor's employees, the Contractor is obliged:
 - a To prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action an Industrial Action Report. If the industrial action persists the Contractor is required to deliver the report at 8h30 each day.
 - b The Industrial Action Report must provide at least the following information:
 - Industrial incident report,
 - Attendance register,
 - Productivity / progress to schedule reports,
 - Operational contingency plan,
 - Site security report,
 - Industrial action intelligence gathered.
 - c The final Industrial Action Report is to be delivered 24 hours after finalisation of the industrial action.
 - d The management of the Contractor is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action, settlement of the industrial action, security issues and the

impact on delivery under the contract.

- The resolution of any disputes or industrial action by the Contractor's employees is the sole responsibility of the Contractor.
- Access to Transnet premises by the Contractor and its employees is only provided for purposes of the Contractor delivering its services to Transnet. Should the Contractor and its employees not, for any reason, be capable of delivering its services Transnet is entitled to restrict or deny access onto its premises and unless otherwise authorized; such person will be deemed to be trespassing.

6.15 Plant and Materials

6.15.1 Quality

6.15.2 The *Contractor* provides Plant and Materials for inclusion in the *works* in accordance with SANS 1200A sub-paragraph 2.1, unless otherwise stated elsewhere in the *Works Information* provided by the *Employer*. All Plant and Materials are new, unless the use of old or refurbished goods and/or Materials are expressly permitted as stated elsewhere in this *Works Information* or as may be subsequently instructed by the *Project Manager*.

6.15.3 Where Plant and Materials for inclusion in the *works* originate from outside the Republic of South Africa, all such Plant and Materials are new and of merchantable quality, to a recognised national standard, with all proprietary products installed to manufacturers' instructions.

6.15.4 The *Contractor* replaces any Plant and Materials subject to breakages (whether in the Working Areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the *Project Manager* and the *Supervisor* on each occasion where replacement is required.

6.15.5 Plant & Materials provided "free issue" by the *Employer*

The *Employer* will not provide any Plant and Materials for the *Contractor* to use in the *works*

6.15.6 The Plant and Materials provided by the *Employer* are solely at the risk of the *Contractor* for inclusion in the *works*. The *Contractor* takes responsibility for ensuring the Plant and Materials do not contain a Defect(s) and are in compliance with the standards stated elsewhere in the *Works Information*.

6.15.7 The *Contractor* provides all other Plant and Materials necessary for the *works* not specifically stated to be provided "free issue" by the *Employer*.

6.15.8 *Contractor's* procurement of Plant and Materials

6.15.9 Spares and consumables

The *Contractor* provides the all necessary spares and consumables to the *Employer*.

6.16 Contractor's Equipment (including temporary works).

6.16.1 The *Contractor* provides all equipment required for the execution of the *works*.

6.16.2 The Equipment category is subject for acceptance tests and inspections by the *Project Manager* prior to using the Equipment on the Site and/or Working Areas.

7 Procurement

7.1 Code of Conduct

Transnet aims to achieve the best value for money when buying or selling goods and obtaining services. This however must be done in an open and fair manner that supports and drives a

competitive economy. Underpinning our process are several acts and policies that any supplier dealing with Transnet must understand and support. These are:

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

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

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

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

1. *Transnet will not participate in corrupt practices and therefore expects its suppliers to act in a similar manner.*
 - a) Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our suppliers.
 - b) Employees must not accept or request money or anything of value, directly or indirectly, to:
 - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
 - Win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
 - Gain an improper advantage.
 - c) There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).
2. *Transnet is firmly committed to the ideas of free and competitive enterprise.*
 - Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.
 - Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing B-BBEE spend (fronting)
3. *Transnet's relationship with suppliers requires us to clearly define requirements, exchange information and share mutual benefits.*
 - a) Generally, Suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
 - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
 - Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, B-BBEE status, etc.);
 - Corrupt activities listed above; and
 - Harassment, intimidation or other aggressive actions towards Transnet employees.
 - b) Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
 - c) Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflicts of Interest

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

7.2 Subcontracting

7.2.1 The *Contractor* uses one of the following specialists and suppliers as his Sub-Contractors:

There are no Transnet preferred Sub-Contractors (to include suppliers) at present. However, on a project specific basis, please consider Plant installed on (e.g.) adjacent contracts, existing plant at the Site etc. and consider statements for preferred Sub-Contractors for overall compatibility with Transnet owned plant for maintenance purposes or otherwise.

7.2.2 The *Contractor* shall not employ or bring a Sub-Contractor onto the Site and/or Working Areas without the prior approval of the *Project Manager*. Further, he shall appoint his Sub-Contractor(s) under the NEC3 Engineering Contract Sub Contract unless approved otherwise by the *Project Manager*.

7.2.3 Where the *Contractor* employs a Sub-Contractor who constructs or installs part of the *works* or who supplies Plant and Materials for incorporation into the *works* which involves a Sub-Contractor operating on the Site and/or Working Areas, then the responsibilities as determined in the construction regulation 5 shall apply.

7.2.4 The *Contractor* ensures that a Sub-Contractor complies fully with the *Contractor's* Quality Management System (as described in the Works Information). Quality system requirements shall be applied on all subcontracts to the point where the acceptability of supplies can be demonstrated solely by the conduct of inspection and/or examination of goods upon receipt at the designated point of delivery.

8. CIDB Requirements

Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **3GB / 3CE or Higher** class of construction work, are eligible to have their tenders evaluated.

- Joint ventures are eligible to submit tenders provided that:
- every member of the joint venture is registered with the CIDB;
- the lead partner has a contractor grading designation in the **3GB / 3CE or Higher** class of construction work; and

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 **3GB / 3CE or Higher** class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

