PART C3: SCOPE OF WORK

C3.1 EMPLOYER'S WORKS INFORMATION

Contents

SECTION 1

1 Description of the *works*

1.1 Executive overview

The works that the contractor is to perform involve the supply, installation, testing and commissioning of the ten (10) sewer-pit pumps and six (6) stormwater pumps, with control panels for each pit at Carlton Centre, Johannesburg.
The contractor will also be responsible for the proper handling and removal of existing pump sets, including de-sludging. The existing submerged sewer and stormwater pumps are to be removed and delivered to the Transnet storeroom, as directed by the project manager. All items required for the replacement, supply and installation of the Pump set are to be provided for by the contractor e.g., hoarding, plant, and equipment.
Prior to commencing any work, a safety file must be submitted within 7 days following the issuing of the letter of award. The contractor will be responsible for conducting a comprehensive assessment of the site before proceeding with the selection of the pumps.
The contractor is to ensure that extra care is taken prior to and during the works, as this is a 'live' building i.e., daily operation within the building will continue during the replacement, supply, and installation of the pumps. The contractor shall ensure the safety of their personnel, other contractors, and Transnet employees in the vicinity of the works by complying with the OHS Act.
The contractor will also be responsible for the commissioning of the new equipment and will provide a 12-month free comprehensive maintenance and warranty period.

1.2 Employer's objectives

The *Employer*'s objectives are to provide effective and reliable supply of the proposed new pumps installation to ensure compliance with the requirements of the Occupational Health & Safety Act 83 of 1985 as well as adherence to the South African National Standards in the building at Carlton Centre, Johannesburg South Africa.

Scope of works will further include amongst others the following:

- Before Pumps Replacement
    - Clean and inspect all the sewer pits and storm water chambers.
    - Remove all the existing pumps.
    - Flush all the related pipe work, clean and free all the pipes from corrosion.
    - Check and clean the discharge pipe work and ensure the adequate pipe support.
    - Check and clean all the flanges used to connect pipes with pumps.
    - Check and clear all flanges mechanism from rusts, for example, bolting, sealing, gaskets, or other methods.
    - Test power supply cables to existing pumps control panels.
    - Check the availability of power supply at the pumps control panel.
    - If required, install new pumps control panels to suit the new pumps installation.
    - Check the workability of all the existing sewer and storm water valves.
    - If required, install new valves to suite the new pumps installation.

- After Pumps Replacement
    - Pumps installation will be inspected and signed off by the Engineer and main contractor.
    - Check installation accordance shop drawings and discharge pipe work is complete and correctly supported.
    - Check all pumps are clean and free obstruction.

- Check float switches/level float control are installed in accordance with the manufacture's recommendations.

- Mechanical work checks
  - Verify installation compliance as per manufacturer's instructions.
  - Check all parts and obtain the installation certificate from the manufacturer.
  - Check and ensure sufficient clearance for maintenance and service of pumps and motors.
  - Check all nuts, bolts and others are fixed and tightened as required.

- Electrical work checks
  - Check all power cables and wiring is done correctly.
  - Check the power isolator is installed close to the pumps for emergency power isolation.
  - Check all connections and terminations are done as required.
  - Ensure the pumps motors overload protections are set correctly as required.

- Testing and Commissioning procedure
  - Check the line voltage and phase protection before energising the power supply.
  - Check all mechanical works and electrical works.
  - Switch on power supply and check for the correct operation of motors, pumps and circulation systems
  - Record all pumps, and motors nameplate data in the commissioning format.
  - Ensure compliance to all manufacturer's commissioning instructions as required.

1.3 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 The *Employer*'s design for the *works* is: to be carried as per the specification and Original Equipment Manufacture requirements for the pump installation. The contractor is to clearly indicate any qualifications or deviations with the technical specification at the time of submission of their Tender.

Replace the existing 10 **sewer pumps** as per the following specification:

SEWER PIT 1 & 2

- Self-priming solids handling, wedge belt driven by a 45kW/4P/380V/ electric motors fitted with anticondensation. Pumps and motors shall be mounted on a fabricated galvanised steel baseplate complete with belts, pulleys and guards.
- Heaters and thermistors. Pumps and motors shall be mounted on a fabricated galvanised steel baseplate complete with belts, pulleys and guards.

SEWER PIT 3 & 4

- Self-priming solids handling, wedge belt driven by a 37kW/4P/380V/ electric motors fitted with anticondensation. Pumps and motors shall be mounted on a fabricated galvanised steel baseplate complete with belts, pulleys and guards.
- Heaters and thermistors. Pumps and motors shall be mounted on a fabricated galvanised steel baseplate complete with belts, pulleys and guards.

SEWER PIT 5

- Self-priming solids handling, wedge belt driven by a 11kW/4P/380V/ electric motors fitted with anticondensation. Pumps and motors shall be mounted on a fabricated galvanised steel baseplate complete with belts, pulleys and guards.
- Heaters and thermistors. Pumps and motors shall be mounted on a fabricated galvanised steel baseplate complete with belts, pulleys and guards.

Replace the existing 6 **stormwater** pumps as per the following specification:

STORMWATER PIT 1

- Self-priming solids handling, wedge belt driven by a 37kW/4P/380V/ electric motors fitted with anticondensation. Pumps and motors shall be mounted on a fabricated galvanised steel baseplate complete with belts, pulleys and guards.
- Heaters and thermistors. Pumps and motors shall be mounted on a fabricated galvanised steel baseplate complete with belts, pulleys and guards.

STORMWATER PIT 2 & 3

- Self-priming solids handling, wedge belt driven by a 18.5kW/4P/380V/ electric motors fitted with anticondensation. Pumps and motors shall be mounted on a fabricated galvanised steel baseplate complete with belts, pulleys and guards.
- Heaters and thermistors. Pumps and motors shall be mounted on a fabricated galvanised steel baseplate complete with belts, pulleys and guards.

2.1.2 The *Employer* grants the *Contractor* a licence to use the copyright in design data presented to the *Contractor* for the purpose of the *works* (and the *Contractor*'s obligation under paragraph 2.2 of the *Employer's Works* Information) ONLY.

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

2.2.1 The *Contractor* is responsible for the replacement of the pumps as per the Employer's requirements and approval.

2.3 Procedure for submission and acceptance of *Contractor's* design

2.3.1 The *Contractor* is responsible to get an approval from the Employer for site inspection before commencing with the replacement and other works.

2.4 Review and Acceptance of *Contractor* Documentation

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

2.5 Other requirements of the *Contractor's* design

2.5.1 The *Contractor*'s design complies with the following:

Provide all work in accordance with the requirements of the South African National Standards the Occupational Health and Safety Act 85 of 1993 as revised and current regulations of all other codes applicable to the work. Other relevant Standards (SANS) to be applied shall include but shall not be limited to:

The following standards contain provisions which, through reference in this text, constitute provisions of this part of SABS 0252. All standards are subject to revision and, since any reference to a standard is deemed to be a reference to the latest edition of that standard, parties to agreements based on this part of SABS 0252 are encouraged to take steps to ensure the use of the most recent editions of the standards indicated below. Information on currently valid national and international standards may be obtained from the South African Bureau of Standards.

- ISO 9896, Plastics traps for discharge pipework systems inside buildings (in course of preparation).
- SABS 242, Stainless steel sinks with draining boards (for domestic use).
- SABS 497 Glazed ceramic sanitaryware.
- SABS 509, Malleable cast-iron pipe fittings.
- SABS 533-1, Black polyethylene pipes for the conveyance of liquids - Part 1: Low density black polyethylene pressure pipes.
- SABS 533-2, Black polyethylene pipes for the conveyance of liquids - Part 2: High density black polyethylene pressure pipes.
- SABS 546 Cast iron fittings for asbestos-cement pressure pipes.
- SABS 558 Cast iron surface boxes and manhole and inspection covers and frames.
- SABS 559, Vitrified clay sewer pipes and fittings.
- SABS 677, Concrete non-pressure pipes.
- SABS 746, Cast-iron pipes and pipe fittings for use above ground in drainage installations.
- SABS 791, Unplasticized polyvinyl chloride (uPVC) sewer and drainpipes and pipe fittings.
- SABS 819, Fibre-cement pipes, couplings and fittings for sewerage, drainage and low-pressure irrigation.
- SABS 821, WC flushing cisterns.
- SABS 906, Stainless steel wash-hand basins and wash troughs.
- SABS 907, Stainless steel sinks for institutional use.
- SABS 924, Stainless steel stall urinals.
- SABS 967, Unplasticized polyvinyl chloride (uPVC) soil, waste and vent pipes and pipe fittings.
- SABS 974-1, Rubber joint rings (non-cellular) - Part 1: Joint rings for use in water, sewer and drainage systems.
- SABS 975, Prestressed concrete pipes.
- SABS 1115 Cast iron gratings for gullies and stormwater drains.
- SABS 1200-DB, Standardized specifications for civil engineering construction - Part DB: Earth works (pipe trenches).
- SABS 1200-LB, Standardized specifications for civil engineering construction - Part LB: Bedding (pipes).
- SABS 1200-LD, Standardized specifications for civil engineering construction - Part LD: Sewers.
- SABS 1294, Precast concrete manhole sections and slabs.
- SABS 1321-1, Non-metallic waste traps - Part 1: Plastics waste traps.
- SABS 1321-2, Non-metallic waste traps - Part 2: Rubber waste traps.
- SABS 1402-1, Acrylic sanitary ware - Part 1: Baths.

- SABS 1532, Vent valves for drainage installations.
- SABS 0102-1, The selection of pipes for buried pipelines - Part 1: General provisions.
- SABS 0102-2, The selection of pipes for buried pipelines - Part 2: Rigid pipes.
- SABS 0112, The installation of polyethylene and unplasticized polyvinyl chloride pipes.

2.6 Use of *Contractor's* design

2.6.1 The *Contractor* grants the *Employer* a licence to use the copyright in all design data presented to the *Employer* in relation to the *works* for any purpose in connection with the construction, re-construction, refurbishment, repair, maintenance, and extension of the *works* with such licence being capable of transfer to any third party without the consent of the *Contractor*.

2.6.2 The *Contractor* vests in the *Employer* full title guarantee in the intellectual property and copyright in the design data created in relation to the *works* as follows:

Replacement, testing and commissioning of Sewer and Stormwater Pumps.

2.7 Design of Equipment

2.7.1 Where applicable the *Contractor* submits his design details for the following categories of his proposed principal Equipment to the *Project Manager* for his information only:

a) The building/s where the *Works* are to be performed are occupied and the *Contractor* is to ensure minimal disruption to daily operations within the buildings.

b) The *Contractor* shall provide details of hoarding and barricading which they will install as protection from building occupants and the general public.

c) The *Contractor* shall provide detailed workshop drawings and the technical specifications for approval by the *Employer* or their appointed representative of their proposed product prior to the commencement of any manufacturing.

d) The *Contractor* is fully responsible for the product they provide, and the *Contractor* is to ensure that the provided product complies with all relevant regulations.

2.7.2 The following principal Equipment categories deployed for the *Contractor* to provide the *Works* require its design to be accepted by the *Project Manager* under ECC Clause 23.1:

Hoisting and rigging equipment as well as hand tools required during the removal of existing equipment and the installation of new equipment.

2.8 Equipment required to be included in the *works*

2.8.1 None

2.9 As-built drawings, operating manuals and maintenance schedules

2.9.1 The Contractor provides the following:

As-built drawings, commissioning, maintenance and operating manuals, copies of passwords, setup parameters, testing/programming tools at the time when pumps are certified and handed over to the Employer for their beneficial use.

2.9.2 **As Built/Final Documentation**

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

2.9.3 **Installation, Maintenance and Operating Manuals and Data Books**

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 *Employer*'s Site entry and security control, permits, and Site regulations.

3.1.2 The *Contractor* complies with the following requirements of the *Employer*:

The *Contractor* is to issue a list of employees/personnel who will be performing the work on site and the *Employer* will issue this same list to the responsible security officials at the site.

3.1.3 Restrictions to access on Site, roads, walkways and barricades

3.1.4 The *Contractor* complies with the following requirements of the *Employer*:

The *Contractor* is to ensure adequate protection of all exposed works or areas where work is being performed. The *Contractor* is to ensure that the public cannot access areas where the *Contractor* is executing his works.

3.1.5 People restrictions on Site; hours of work, conduct and records:

To be determined by the *Employers Project Manager* together with the *Contractors Site Manager.*

3.1.6 The *Contractor* complies with the following hours of work for his people (including Subcontractors) employed on the Site:

Same as 3.1.5

3.1.7 The *Contractor* keeps daily records of his people engaged on the Site and Working Areas (including *Subcontractors*) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.

3.1.8 Health and safety facilities on Site

3.1.9 The *Contractor* complies with the requirements stated under paragraph 2.3 of C3.1 *Employer*'s Works Information.

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

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

3.1.12 Title to Materials from demolition and excavation

3.1.13 The *Contractor* has title to all Materials arising from excavation and demolition in the performance of the *works* with the exception of:

All obsolete materials or scrap removed prior to installation of the new equipment. All equipment which formed part of the existing equipment are required to be removed to facilitate the installation of the new equipment, remains the property of the Employer.

With title to such Materials (as referenced above) remaining with the Employer. The *Project Manager* shall instruct the *Contractor* how to label, mark, set aside and/or dispose of such Materials for the benefit of the *Employer* in accordance with ECC Clause 73.1.

3.1.14 Cooperating with and obtaining acceptance of others

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

Any other contractors or subcontractor who have been appointed by the *Employer* to perform ancillary works relative to the removal or installation of the pumps.

3.1.16 No Publicity and progress photographs can be taken without the permission of the *Project Manager* and *Employer*.

3.1.17 The *Contractor* does not advertise the contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of the *Project Manager*.

3.1.18 *Contractor*'s Equipment

The *Contractor* is responsible for his own equipment. The *Employer* has no liability for loss or damage, which may occur to the contractor's equipment.

The *Contractor* is to ensure that all equipment is tested and certified as required by the equipment manufacturer as well as OHS Act.

3.1.19 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.

3.1.20 The *Contractor* complies with the following permissions and restrictions in the use of Equipment as required by the *Employer*:

All equipment including but not limited to hoisting and rigging equipment and devices, scaffolding, power tools are the be certified as required by the relevant regulations. Records are to be kept by the contractor of regular inspection and testing of this equipment.

3.1.21 Equipment provided by the *Employer.*

None

3.1.22 The *Employer* provides the following Equipment on the Site for the *Contractor*'s use:

None

3.1.23 The *Contractor* complies with the following conditions in using the *Employer*'s Equipment:

N/A

3.1.24 Site services and facilities:

All sites where work is to be performed are existing with existing facilities. The contractor is to familiarize themselves with the sites and is to include in his tender the costs for any additional services and facilities they may require.

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

- Restrooms,
- Site office
- Storage facilities

3.1.26 Wherever the *Employer* provides facilities (including, *inter alia*, temporary power, water, waste disposal, telecommunications etc) for the *Contractor's* use within the Working Areas and the *Contractor* adapts such facilities for use, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the *Employer*.

3.1.27 Facilities provided by the *Contractor:*

The *Employer* will allocate to the *Contractor* a dedicated space where it will be the *Contractor's* responsibility to erect facilities including fencing and hoarding as the contractor may require. The *Contractor* is to ensure that they indicate all costs for these facilities at tender stage.

3.1.28 The *Contractor* provides the following facilities for the *Project Manager* and *Supervisor*:

Facilities for the *Project Manager* and *Supervisor* will be provided by the *Employer*

3.1.29 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.

3.1.30 Unless expressly stated as a responsibility of the *Employer* as stated under 5.1.11 Site services and facilities, all residual requirements for the provision of facilities and all items of Equipment necessary for the *Contractor* to Provide the *Works* remains the responsibility of the *Contractor*.

3.1.31 Existing premises, inspection of adjoining properties and checking work of Others.

3.1.32 Survey control and setting out of the *works.*

3.1.33 The *Employer* provides the following information and survey controls for the *Contractor*:

The contractor is responsible for setting out of his own works.

3.1.34 Excavations and associated water control

N/A

3.1.35 The *Contractor* complies with the following requirements N/A:

N/A

3.1.36 Underground services, other existing services, cable and pipe trenches and covers.

N/A

3.1.37 Where the *Contractor* encounters existing [underground services / existing services cables / pipe trenches] [state as appropriate], the *Contractor* undertakes the following:

Report to the *Project Manager* for their attention and action.

3.1.38 Control of noise, dust, water and waste

3.1.39 The *Contractor* complies with the following:

The *Contractor* shall keep noise and dust to a minimum as these are operating and fully functioning buildings.

3.1.40 Sequences of construction or installation

3.1.41 The *Contractor* complies with the following:

N/A

3.1.42 Giving notice of work to be covered up N/A

3.1.43 N/A

3.1.44 Hook ups to existing *works*

3.1.45 The *Contractor* complies with the following constraints in the execution of the *works*:

The Project Manager is to be informed should there be a requirement to shut down any services.

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 completed before the Completion Date

and in any case before the dates stated. The *Project Manager* cannot certify Completion until all the work listed below has been done and is also free of Defects, which would have, in his opinion, prevented the *Employer* from using the works and Others from doing their work.

3.2.2 The *Contractor* is permitted to carry out the following *works* after Completion:

Call-backs, repairs and defect rectification during the free maintenance/warrantee period.

3.2.3 Use of the *works* before final Completion. The *Contractor* together with the *Employers Project Manager* will decide the program for handover as well as if it is necessary for partial handover of completed pumps. The contractor will be responsible for maintenance of any partially handed over pumps. The free maintenance and warranty period will however only commence after completion and handover of all pumps forming part of this project.

3.2.4 The *Employer* uses the following part / parts of the *works* before Completion is certified by the *Project Manager* which do not constitute take over by the *Employer* for the reason(s) stated:

All pumps and control panels to be certified as required by the OHS Act or other regulatory requirements prior to being handed over for use by the Employer or their Tenants.

3.2.5 Materials facilities and samples for tests and inspections

All completed Pumps prior to handover

3.2.6 The *Contractor* provides the *Employer* with the facilities will be made available and when, what Materials if any and samples in order for the *Supervisor* to perform his tests and inspections as described under paragraph 5.2.1 of C3.1 *Employer*'s Works Information] as ECC Clause 40.2:

3.2.7 Commissioning

The *Contractor* is to inform the Project Manager of the dates and times when the Contractor will be commissioning any equipment. The Project Manager is entitled to observe any commissioning and test activities as he may require

3.2.8 The *Contractor* provides the following commissioning activities to bring the *works* in use in liaison with the *Employer*:

Completion of any snags, items which may have been identified by the *Project Manager* or *Supervisor*.

3.2.9 Start-up procedures required to put the *works* into operation.

The *Contractor* shall inform the *Project Manager* in writing at least 5 working days prior to any chillers being put into use.

3.2.10 The *Contractor* performs the following duties and actions on behalf of the *Employer* to put the *works* into operation:

When a completed pump is put into use, the *Contractor* shall have engineering and technical staff on standby within the respective building where the contractor will be putting completed works into operation.

3.2.11 Take over procedures.

3.2.12 The *Contractor* provides the following assistance to the *Employer*:

N/A

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

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

3.2.15 The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of maintenance and operating manuals at the earlier of take-over or Completion.

3.2.16 Where the *Contractor* has presented maintenance and operating manuals to the *Project Manager* at take-over, the *Contractor* modifies and updates As-built documents as necessary prior to Completion.

3.2.17 Access given by the *Employer* for correction of Defects.

3.2.18 The *Contractor* complies with the following constraints and procedures of the *Employer* where the *Project Manager* arranges access for the *Contractor* after Completion:

The *Contractor* is to report to the respective building *Supervisor*/ representative at each site visit.

3.2.19 Performance tests after Completion

3.2.20 The *Contractor* performs the following performance tests after Completion of the *works*:

Submit monthly call-back, breakdown or repair reports during the free maintenance / warranty period.

3.2.21 Training and technology transfer

3.2.22 The *Contractor* facilitates the following requirements for training *works*hops after Completion for the *works* in use:

N/A

3.2.23 The *Contractor* arranges for the following technology transfer to the *Employer* after Completion for the *works* in use:

Copies of setup parameter

Provide test tools required for programming and testing of control systems.

Provide lists of passwords as well as any software required to access control systems.

3.2.24 Operational maintenance after Completion

3.2.25 The *Contractor* performs the following operational maintenance in relation to the *works* after Completion:

Routine preventative maintenance, Repairs and Call-backs for the period specified.

4 Plant and Materials Standards and Workmanship

4.1 Investigation, Survey and Site Clearance

4.1.1 The *Contractor* carries out the following investigations at the Site:

The contractor is to ensure that they accurately survey all existing, sewer pits, stormwaters, motors, valves, and any associated infrastructure prior to the contractor issuing any workshop drawings or designs for approval to the Project Manager.

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 Manage*r" 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 Manage*r 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

SANS Number	Year	Edition	Title
SANS 204	2011	1.00	Energy efficiency in buildings
SANS 10142-1	2012	1.08	The wiring of premises — Part 1: Low-voltage installations
SANS 10400-A*	2010	3.00	The application of the National Building Regulations — Part A: General principles and requirements
SANS 10400-B	2012	3.00	The application of the National Building Regulations — Part B: Structural design
SANS 10400-C	2010	3.00	The application of the National Building Regulations — Part C: Dimensions
SANS 10400-D	2011	3.00	The application of the National Building Regulations — Part D: Public safety
SANS 10400-F	2010	3.00	The application of the National Building Regulations — Part F: Site operations
SANS 10400-G	2011	3.00	The application of the National Building Regulations — Part G: Excavations
SANS 10400-H	2012	3.00	The application of the National Building Regulations — Part H: Foundations
SANS 10400-J	2010	3.00	The application of the National Building Regulations — Part J: Floors
SANS 10400-K	2015	3.01	The application of the National Building Regulations — Part K: Walls
SANS 10400-L	2011	3.00	The application of the National Building Regulations — Part L: Roofs
SANS 10400-M	2011	3.00	The application of the National Building Regulations — Part M:Stairways
SANS 10400-N	2012	3.01	The application of the National Building Regulations — Part N: Glazing
SANS	2011	3.00	The application of the National Building Regulations — Part O:

10400-O			Lighting and ventilation
SANS 10400-P	2010	3.00	The application of the National Building Regulations — Part P: Drainage
SANS 10400-Q	2011	3.00	The application of the National Building Regulations — Part Q: Non-water-borne means of sanitary disposal
SANS 10400-R	2012	3.00	The application of the National Building Regulations — Part R: Stormwater disposal
SANS 10400-S	2011	3.00	The application of the National Building Regulations — Part S: Facilities for persons with disabilities
SANS 10400-T	2011	3.00	The application of the National Building Regulations — Part T: Fire protection
SANS 10400-V	2010	3.00	The application of the National Building Regulations — Part V: Space heating
SANS 10400-W	2011	3.00	The application of the National Building Regulations — Part W: Fire installation
SANS 10400-XA	2011	1.00	The application of the National Building Regulations — Part X: Environmental sustainability — Part XA: Energy usage in buildings
SANS 16368	2014	2.00	Mobile elevating work platforms — Design calculations, safety requirements and test methods

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.

4.5 Process control and IT works

N/A

4.6 Other

N/A

5 List Of Drawings

5.1 Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date, and which apply to this contract.

Note: Some drawings may contain both Works Information and Site Information.

SECTION 2

6 Management and start up

6.1 Management meetings

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

Table below to be completed by the Project Manager

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on (As agreed with the project team)	Site	[state Project Manager (and appropriate delegates), Supervisor (as necessary and appropriate delegates) and Contractor (appropriate key persons)]
Overall contract progress and feedback	Monthly on (As agreed with the project team)		Employer, Contractor, Supervisor and Project Manager
*[**SHE meetings** (see paragraph 6.4)]*	*on (As agreed with the project team)*	*Site*	*CSHEO, CM, Project Manager, SHEC, ProjEM,*
*[**Safety Action Meetings** (see paragraph 6.3)*	*on (As agreed with the project team)*	*Site*	*CM, Project Manager, HSR*
*[**Safety Pre-Mobilisation Meeting** (see paragraph 6.3)*	*TBA*	*Transnet Offices*	*CM, Project Manager, HSR*

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

All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register are not to be used for the purpose of confirming actions or instructions under the contract as these are to be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

6.2 Documentation Control

The Contractor shall submit all documentation (including correspondence and drawings) to Transnet (Employer) standards and to the Project Manager's requirements in accordance with the Project Manager's document control procedure. The Contractor shall use his own suitable document control system for the control, maintenance and handling of all relevant documentation and drawings issued to him.

The Contractor's documentation shall be issued to the Project Manager under cover of the Contractor's Transmittal Note indicating all Contract references (i.e. Project No, Contract No, etc.) as well as the Contractor's Project Document Number, Revision Number, Title and chronological listing of transmitted documentation.

Formats of Contractor data submitted is dependent on the project procedure and content and shall be specified by the Project Manager, upon the notified request of the Contractor i.e.:

Both Adobe Acrobat (.pdf) and native files
Only a native file
Only a hard copy
Only a pdf file

The Contractor shall deliver both hard copies and electronic media copies (CD Rom) to the Project Manager at the address stated within the Contract Data.
The documentation to be submitted for review shall be submitted on or before the dates specified in the Documentation Register under cover of the Contractor's Transmittal Note, and the Transmittal Note must state the purpose of the submission. Documentation for different purposes must be sent on separate transmittals. The Contractor shall note that documentation will be rejected if this requirement is not met.

Acceptance of documentation by the Project Manager will in no way relieve the Contractor of his responsibility for the correctness of information, or conformance with his obligation to provide the Works. This obligation rests solely with the Contractor.

The Contractor shall allow the Project Manager 2 weeks to review and respond to the Contractor's submission of their documentation, i.e. from time of receipt to the time of despatch. However, work shall proceed without delay in the event of late return of the documentation by the Project Manager with prior notification in writing by the Contractor.

On receipt of the reviewed documentation the Contractor shall make any modifications requested/marked-up and resubmit the revised documentation to the Project Manager within 2 weeks. Queries regarding comments/changes should be addressed with the Project Manager prior to re-submittal.

All revised data shall be submitted by the Contractor in its entirety and shall reflect the revision control numbers and shall also indicate which documentation the revised documentation supersedes, if applicable. In the case of drawings every sheet has its own revision number and is revised as an individual document. In the case of documents all sheets under cover of one document number shall be under the same revision number and be resubmitted, even if the revision is a minor one.

6.3 Safety risk management

6.3.1 The *Contractor* complies with the approved SMP:

The Contractor is required to provide a site-specific Health & Safety management plan and manage the construction in accordance to their Health & Safety management plan received and approved by Project Manager.

6.3.2 The *Contractor* ensures that its Subcontractors comply with the requirements of the approved SMP.

6.4 Environmental constraints and management

The Contractor is required to provide a site-specific Environmental management plan(EMP) and manage construction in accordance to their Environmental management plan received and approved by Project Manager.

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 paragraphs 7.4, 7.5, 3.2.1 and 3.2.8 as appropriate) the documented Quality Management System to be used in the performance of the *works*. The *Contractor*'s Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the *Project Manager*).

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:

- Quality Plan for the contract;
- Quality Policy
- Index of Procedures to be used; and
- 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, QA and Quality Control co-ordination activities to ensure that the *works* meet the standards stated in the *Works*

6.6 Programming constraints

6.6.1 The *Contractor* submits within two weeks of appointment the first programme to be reviewed and accepted by the Project Manager.

6.6.2 The *Contractor* shows on each programme he submits to the *Project Manager*, the progress to date, the completion, commissioning and handover dates and any other data which may be required by the Project Manager.

6.6.3 The *Contractor* complies with the *Employer*'s programme 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 The *Contractor* uses Microsoft Projects version 3.1 for his programme submissions or a similar programme software package equivalent to Primavera version 3.1 subject to the prior written notification and acceptance by the *Project Manager*.

6.6.5 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.

6.6.6 The *Contractor*'s programme shows duration of operations in working days [please state here or by cross-reference elsewhere in C3.1 *Employer*'s Works Information to normal hours of a working days and what is a normal working week].

6.6.7 The *Contractor*'s programme shows the following levels:

- 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.

- Level 2 Project Schedule – summary schedules 'rolled up' from Level 3 Project Schedule described below
- 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 The *Project Manager* notifies any subsequent layouts and corresponding filters on revised programmes
- 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
- A narrative status report, which includes 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*.

6.6.8 The *Contractor* submits programme report information to the *Project Manager* every Monday Morning by 11H00 at weekly intervals in addition to the intervals for submission of revised programmes stated under Contract Data Part One.

6.6.9 The *Contractor*'s weekly programme narrative report includes:

- 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.
- 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.
- Manpower Histogram – reflecting actual, forecasted and planned activities.
- 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.

6.6.10 The *Employer* (including the agents of the *Employer*) operates on Site during [either state specific calendar dates or timings when the *Contractor* has completed certain elements of the *works* etc].

6.6.11 Others [state specific third parties] operate on Site during [either state specific calendar dates or timings when the *Contractor* has completed certain elements of the *works* etc.].

6.7 Contractor's management, supervision and key people

Key Personnel required.

At Tender stage, the contractor is to provide the following list of key personnel.

Skill	Name and Surname
Mechanical Technologist/Engineer	
Artisan (Millwright)	
Artisan Plumber	
Safety Officer	
Electrician	

6.7.1 The *Contractor* arranges for the following technology transfer to the *Employer*:

Repair and maintenance manuals

Setup parameters

Test tools

Software required to access control systems.

6.8 Insurance provided by the Employer.

6.8.1 No insurance will be provided by the Employer as contained in the Contract Data – Part 1, The Contractor is required to provide an All Risk Insurance and this must be included on the tendered rates.

6.9 Contract change management.

6.9.1 No additional requirements apply to ECC Clause 60 series.

6.10 Provision of bonds and guarantees.

6.10.1 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.

6.10.2 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.

6.11 Records of Defined Cost, payments & assessments of compensation events kept by *Contractor.*

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

- Records of design employee's location of work (if appropriate); and

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

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

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:

- The Transnet Procurement Procedures Manual (PPM).
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective.
- The Public Finance Management Act (PFMA).
- The Broad Based Black Economic Empowerment Act (B-BBEE); and
- 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.*
    - 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.
    - 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.
    - 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.*
    - 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.
    - 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.
    - 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.*
    - Doing business with family members
    - Having a financial interest in another company in our industry

7.2 The *Contractor's* Invoices

7.2.1 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.

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

7.2.3 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.

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

7.2.5 Invoices submitted by post are addressed to:

Transnet SOC Ltd

138 Eloff street

Braamfontein

Johannesburg

2000

For the attention of The Project Manager, Transnet Property.

7.2.6 Invoices submitted by hand are presented to:

138 Eloff street

Braamfontein

Johannesburg

2000

For the attention of The Project Manager, Transnet Property.

7.2.7 The invoice is presented as an original.

7.3 Subcontracting

7.3.1 Preferred subcontractors

N/A

7.3.2 The *Contractor* uses one of the following specialists and suppliers as his Subcontractors:

N/A

7.3.3 Subcontract documentation, and assessment of subcontract tender

N/A

7.3.4 Where the *Contractor* employs a Subcontractor who constructs or installs part of the *works* or who supplies Plant and Materials for incorporation into the *works* which involves a

Subcontractor operating on the Site and/or Working Areas, then the *Contractor* ensures that any such Subcontractor complies with the *Works* Information.

7.4 Plant and Materials

7.4.1 Quality

7.4.2 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*.

7.4.3 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.

7.4.4 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.

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

7.4.6 The *Employer* provides the following Plant and Materials for the *Contractor* to use in the *works*:

None

7.4.7 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.

7.4.8 The *Contractor* takes receipt of the Plant and Materials from the *Employer* in accordance with the following procedure:

N/A

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

7.4.10 *Contractor*'s procurement of Plant and Materials

7.4.11 The *Contractor* performs the following with respect to Plant and Materials procured for the *works*:

Contractor is responsible for their own plant and equipment

7.4.12 Spares and consumables

7.4.13 The *Contractor* provides the following spares and consumables to the *Employer*:

N/A

7.5 Tests and inspections before delivery

7.5.1 The *Contractor* submits to the Supervisor details to certify that tests and inspections have been carried out on Plant and Materials by others which include:

- AIA
- INC
- FAT(Factory Acceptance Test)

- Any requirements of the OHS Act

7.6 Marking Plant and Materials outside the Working Areas

7.6.1 The Contractor prepares and marks items of Plant and Materials outside the Working Areas with N/A

Please include the above default statements under paragraph 7.7 of the Works Information.

7.7 *Contractor's* Equipment (including temporary *works*).

7.7.1 The *Contractor* provides the *Project Manager* with a list of the following category of Equipment (or similar) for the execution of the *works*:

A list of hoisting and rigging equipment

Certification of scaffolding

List of tools and materials required for the installation of pumps.

7.7.2 The Equipment category [state relevant details] is subject to the following acceptance tests and inspections [state relevant details] by the *Project Manager* prior to using the Equipment on the Site and/or Working Areas:

The contractor is to provide valid test certificates for all equipment which require annual or other tests.

7.8 Preparation of post Completion contracts

7.8.1 The *Contractor* provides the following assistance to the *Employer* post Completion:

As per requirement for free maintenance and warranty. The contractor will attend to any call-backs for stoppages and breakdowns 24 hours a day including Sundays and Public holidays. The contractor will ensure that they have personnel on site within 1 hour from the time they have received the call. For calls or emergencies where there may be (employer) workers trapped in the sewer and stormwater pits, the contractor will have personnel on site within 30 minutes of receiving the call.

PART 3: EMPLOYER'S SERVICE INFORMATION

C3.2 Service Level Agreement

Operational hours

Will be determined on Appointment

Performance Management

The Contractor agrees to meet the following Key Performance Indicators during the term of this contract:

- **During project execution:**

KPA	Definition	Target / Threshold	Measurement Frequency	Penalty for Non-Compliance
Compliance Documentation	All required safety, statutory inspections and reports	100% on-time submission	As required during project execution	Contract review and risk management
Safety & environment Compliance	All the works to adhere to safety and environmental policy procedure, regulation and legislation	Always adhere to safety and environmental policy procedure, regulation and legislation	Always	Per Transnet health and safety & environmental requirements
Housekeeping	All the works to adhere to housekeeping practices	Contractor allocated areas must always be neat, without obstructing building occupants and hygienically	Always	R500 in damages for lack of response to poor housekeeping
Defect Resolution Rate & failure management	% of defects resolved within agreed timeframe	Ensure there are no repeat failures which are due to poor workmanship and inferior material	Always	Corrective action. Continuous repeat failures will result in a contract review which may lead to contract termination
Project Milestones	Timely completion of agreed project phases	Always adhere to milestones on the project schedule	Per milestone	Contract review and risk management

Safety Incidents	Number of pumps-related safety incidents	Zero reportable incidents	Always	Immediate contract review and remedial action
Reporting	Project reporting requirements	Monthly project progress reports (Project progress, safety report & inspection report)	Monthly	Immediate contract review and remedial action
Communication and issue Resolution Time	Time is required to address and resolve client queries or concerns.	Average time taken to address and resolve client queries or concerns.	Always	Failure to acknowledge or respond promptly to project communications may result in a review of risk management and contract performance.
Progress meeting attendance	Project team members that need to be part of the meeting or have representation.	Ensure attendance at the progress meeting or elect a representative who is well-informed about the project.	As per the contract	Failure to attend the meetings will lead to contract review and risk management.