

C3: Scope of Works

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SECTION 1

C3.1 Works Information

1.1 Executive overview

The business has a requirement for the desludging of septic tanks and cleaning of septic tanks, manholes, sewer, and stormwater network, as and when required in the KwaZulu Natal Region for a period of 24 months. Currently most Transnet's depots are mainly located in low areas, it is always difficult to connect services such as sewer to the municipality network. Septic tanks are installed, in areas where municipality services are not available. The appointment of an external supplier to execute the desludging of septic tanks speed up service delivery and improve safety-working conditions of Transnet employees.

Areas to be covered includes:

AREA OF OPERATION
1. Kwa-Zulu Natal
Durban, Stanger, Port Shepstone Kelso, Cato Ridge and Surrounding areas within KZN
AREA OF OPERATION
2.Kwa-Zulu Natal Midlands Part 1
Pietermaritzburg, Kokstad Mooi River, Greytown and Surrounding Areas in KZN
AREA OF OPERATION
3.Kwa-Zulu Natal Midlands Part 2
Dundee, Glencoe, Ladysmith, Danskraal, Escourt, Newcastle and surrounding areas in KZN
AREA OF OPERATION
4.Northern Kwa-Zulu Natal - Empangeni
Darnall, Mandini, Gingindlovu, Mthunzini, Empangeni, Richards Bay, Mtubatuba, Hluhluwe and Golela and Surrounding areas in KZN
AREA OF OPERATION
5.Northern Kwa- Zulu Natal - Vryheid
Vryheid, Vryheid East, Ulundi and surrounding areas in KZN

The Contractor shall make his services available on an "as and when" required basis to assist with the required activities as per the Bill of Quantities but not limited to items in the Bill of Quantities.

The rates per unit shall be excluded of **VAT**.

The *Contractor* will be notified of his requirement to assist with the servicing of Transnet assets. He/she will meet with the Transnet Property (TP) Representative on site to discuss the works. The Contractor/Supplier must familiarise himself with the working environment and conditions on site.

Transnet policies and standards will be adhered to.

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The Contractor's Employees must be medically fit, and all tools and equipment must pass our criteria's and they shall comply with Transnet regulations in Section 2, Additional Requirements. The Employees will be inducted in the various conditions and work areas.

The Contractor/Supplier must be available on a reasonable requested time. Response time of 24hrs for planned activities and 1-2hr for emergencies to commencement of work.

All Employees shall comply with Transnet safety regulations and shall wear the minimum PPE required.

1.2 Employer's objectives

It is the objective of the *Employer* to achieve completion of any works covered within the attached Bill of Quantities within a reasonable, specified time period agreed upon between employer and contractor on an as and when required basis over a period of twenty-four (24) months whilst maintaining the highest quality and safety standards, without interfering with the day to day operations on the various sites.

Compliance to relevant regulations and standards including but not limited to:

- Occupational health and safety act (Act number 85 of 1993)
- Factories, Machinery and Building work Act (Act 22 of 1941)
- Machinery and Occupational Safety Act (Act 6 of 1983)"

1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
CSHEO	Contractor's Safety, Health and Environmental Officer
CM	Construction Manager
DTI	Department of Trade and Industry
EO	Environmental Officer
QA	Quality Assurance
SANS	South African National Standards
SES	Standard Environmental Specification
SHE	Safety, Health and Environment
SHEC	Safety, Health and Environment Co-ordinator

2. Plant and Materials Standards and Workmanship

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2.1 Scope of work

2.1.1 This contract covers the provision of services for the desludging of septic tanks and cleaning of septic tanks, manholes, sewer, and stormwater network, as and when required in the KwaZulu Natal Region and surrounding areas for a period of 24 months.

Areas to be covered includes:

AREA OF OPERATION
1. Kwa-Zulu Natal
Durban, Stanger, Port Shepstone Kelso, Cato Ridge and Surrounding areas within KZN
AREA OF OPERATION
2.Kwa-Zulu Natal Midlands Part 1
Pietermaritzburg, Kokstad Mooi River, Greytown and Surrounding Areas in KZN
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3.Kwa-Zulu Natal Midlands Part 2
Dundee, Glencoe, Ladysmith, Danskraal, Escourt, Newcastle and surrounding areas in KZN
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AREA OF OPERATION
5.Northern Kwa- Zulu Natal - Vryheid
Vryheid, Vryheid East, Ulundi and surrounding areas in KZN

The schedule lists a variety of cleaning plant, equipment and labour as listed below.

- Vacuum tankers (honey sucker) capacity – min 10 000ltr.
- Super sucker, capacity – min 10 000ltr.
- Jet blasting machines.
- CCTV inspection camera.
- Robotic crawler inspection camera.
- High Pressure Compressor (350-750cfm); and
- Labour rate (normal working hours and after working hours including weekends)

Additional Information

- The Driver/Operator/assistant must be medically fit and licensed to operate the equipment.
- The tanker must conform to the OHS Act, 1993 under Construction Regulations of 2014.

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- e) The truck driver must be accompanied by his/her assistant when working on Transnet premises.
- e) Supplier responsible for maintenance and repairs of his/her plant

2.2 Material

2.2.1 Unless otherwise specified, all material shall be as specified by the *Service Manager*, Transnet Property.

2.2.2 All material utilised, manufactured or applied shall be in accordance with Manufacturer's specifications.

2.3 Site Preparation

2.3.1 The *Contractor* is to arrange for Port entry permits. The truck driver and assistant delivering the goods must have a permit to enter the Port of Richards Bay. The permit for the truck must be valid.

2.3.2 The driver and assistant delivering the goods must have a valid driver's licence and must wear at least the minimum Personal Protective Equipment when entering the site.

2.3.3 The *Contractor* is to arrange for demarcation of the site prior commencement of works.

2.4 Quality

2.4.1 All work shall be SANS specifications and standards.

2.5 Signage

2.5.1 Orange safety netting to be erected to demarcate or any colour approved by the Service Manager.

2.5.2 Provide signboards to redirect public and staff for the INTERIM to alternative parking.

2.6 Certificate

2.6.1 A Certificate certifying that work was done according to appropriate regulations and standards must be handed to Transnet on completion of works.

2.7 Maintenance Period

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2.7.1 This contract is an as and when required for a period of 24 months. A proposed schedule as per below:

Desludging of septic tanks using 10 000-litre honey sucker and dispose to an approved dumping site.

A proposed schedule as per below for the Northern KZN Empangeni Area only.

Area to be covered	Weekly Schedule
2279 Main Building (Outside next to 2279 building)	Every Monday, Wednesday & Friday
2279 Yard (Outside next to main building Yard)	As and when required. (minimum twice weekly)
All other areas	As and when required

2.8 Work to be done

The successful supplier will perform the following work:

- a) Cleaning using Vacuum tankers (honey sucker) capacity min 10 000ltr.
- b) Cleaning using Super Sucker, capacity – min 10 000ltr.
- c) Cleaning using Jet Blasting machines.
- d) CCTV inspection camera.
- e) Robotic crawler inspection camera
- f) Cleaning using High-Pressure Compressor (350-750cfm), including watercart; and
- g) Labour.
- h) Transport and dispose of all the wastewater at an approved/licenced disposal site; and
- i) Provide proof of safe disposal for each load to Transnet.

The Supplier must quote for:

- o Plant to be supplied (Wet rates, i.e., includes oil and fuel.)
- o Rate must include plant operator and his assistant.
- o Labour rate to include PPE, cleaning equipment and disinfectant products.

2.8.1 Workflow

2.8.1.1 A task order will be issued.

2.8.1.2 The *Contractor* shall do a physical inspection of the identified area / Location with the *Service Manager* and any other required stakeholders.

2.8.1.3 A quote shall be generated and submitted with the Task Order to the *Service Manager* for approval.

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After acceptance of quote, a Task Order will be submitted, the *Contractor* may proceed with the works.

2.8.1.4 The *Contractor* is required to commence with work on site within 24hrs for planned activities and 1-2hrs for emergencies of quotation approval or within a timeframe agreed to between the contractor and Service Manager.

2.8.1.5 All Safety issues will be adhered to as per each individual Task Order. Inspections will be held and a Notice of 24hrs will be issued prior to any inspections.

2.9 Penalties

On receipt of a Task Order the *Contractor* must confer with the *Service Manager* who will advise him/her of the period which will be allowed, this will include a start and finish date. This period will be confirmed by the *Service Manager* in writing and any delay to the completion period will result in penalties. Each day the Contractor is not onsite upon approval or receipt of Task Order, without any communication to the Service Manager will result in penalties to the value of R500.00 per day.

SECTION 2

1 Management and start up

1.1 Management meetings

The *Contractor* shall attend management meetings at the *Service Manager's* request. The *Contractor* will also be required to attend a safety meeting at the *Service Manager's* request. The *Contractor* will also attend a kick off meeting and a close off meeting. The *Contractor* will be required to present all relevant information including early warnings of compensation events, quality plans, schedules, (including progress) subcontractor management, and health, environmental and safety issues at such meetings

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.

1.2 Documentation Control

The *Contractor* shall submit all documentation complying with the *Employer's* standards and requirements. The *Employer* will issue all relevant documentation and drawings, including revisions, to the *Contractor*, but control, maintenance and handling of these documents will be the *Contractor's* sole responsibility and at its expense, and managed with a suitable document control system.

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If it is agreed between the Employer and the Contractor that modifications to any such Documentation are necessary, then such modifications shall be incorporated in the relevant Documentation by the Contractor and the Documentation, thus modified will be re-submitted to the Employer prior to the completion of the Contract/Task.

Where applicable, the Documentation to be supplied to the Employer in terms of this Contract will include updated copies of the Documentation, duly modified where necessary to cover the Contractor's Services.

The Employer may from time to time during the progress of the Contract instruct the Contractor to submit for approval, perusal or prior to the completion of the Contract/Task such additional Documentation as the Employer may require.

The times for submission of the Documentation shall be as stipulated in the Scope of Works or where not so stipulated, then on dates to be mutually agreed between the Employer and the Contractor, but generally as soon as possible after such Documentation is completed by the Contractor.

The Contractor will maintain an up-to-date schedule of all Documentation showing the date of all such Documentation, which schedule shall be supplied to the Employer by the Contractor at agreed intervals.

The Employer will have the right at all reasonable times to inspect the Documentation of the Contractor or any Sub-contractor.

All Documentation shall become and remain the property of the Employer. Title to all information, know how, inventions and improvements disclosed to the Employer by the Contractor under the Contract will become the property of the Employer.

The Contractor shall, on a monthly basis provide the Employer with all records related to this Contract/Service.

1.3 Health and Safety, Environment and Quality Assurance

1.3.1 Health and Safety, Risk, Environmental Constraints and Management

The *Contractor* must for the duration of this Contract, comply with the terms of any Act of Parliament and with the regulations and rules of any local or other authority regarding the Service, and he/she must at all times notify such an authority when notice is required and pay all fees to the authority that are payable with regard to the Service. The Contractor undertakes to indemnify the Employer against all losses, cost, damage, or expenses caused by the Contractor's failure to comply with the requirements of any such local legislation or Act of Parliament, regulations and rules. Should such fees not be paid by the Contractor, the Employer may, although it is not obligated to do so, directly make payment. Such payment and any expenses incurred by directly making the payment and arrangements with regard thereto shall be deducted from the payment due to the Contractor, or it shall be recovered from him/her.

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Without derogating from the Act or any un-repealed regulations issued in terms of legislation, or without purporting to limit the Contractor's responsibilities, the following are brought to the Contractor's attention:

- (a) For the purpose of the Act the site/s, to be demarcated as agreed to between the *Contractor* and the *Service Manager* before the works start, will be transferred to the control of the *Contractor* for the duration of the contract.
- (b) The *Contractor* shall appoint a health and safety coordinator to liaise at least fortnightly with the *Service Manager* on matters pertaining to occupational health and safety.
- (c) The *Contractor* is an 'employer' in his own right as defined in Section 1 of the Act 85 of 1993 and he shall fulfil all his obligations as an employer in terms of the Act.
- (d) The *Contractor* shall furnish the *Service Manager* with full particulars of any Sub-Contractor which he may involve in the contract and the Sub-Contractor shall be made aware of all the clauses in this contract pertaining to health and safety.
- (e) The *Contractor* shall advise the *Service Manager* of any hazardous or potentially hazardous situation, which may arise from, work being performed either by the *Contractor* or Sub-Contractor.
- (f) A letter of good standing in terms of Section 80 (*Employer* to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Deceases Act 1993 (Act 130 of 1993), must also be furnished.
- (g) The *Contractor* shall comply with the current Transnet's, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations, and shall, before commencement with the execution of the Contract, which shall include site establishment and delivery of construction plant, equipment, or materials, submit to the *Service Manager*:
 - documentary proof of his procedural compliance with the Act, and
 - particulars of the Health and Safety Plan to be implemented on the site in accordance with the Transnet Specification/Checklist

The *Contractor's* Health and Safety Plan will be subject to agreement by the *Service Manager*, who may order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the *Contractor* with his obligations as an employer in terms of the Act.

All clauses in this contract pertaining to health and safety form an integral part of this contract and if not complied with may be construed as breach of contract entitling the *Employer* to the appropriate remedies.

- (h) No work on site may commence before approval by the *Service Manager*.

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- (i) The Contractor shall ensure that all his/her staff are equipped with the necessary safety gear i.e., safety shoes, reflecting jackets/bibs, hard hats, etc.
- (j) The Contractor to fully comply with the SANS and the construction regulations. A SHE specification for the works will be issued at tender phase.
- (k) An induction session must be attended by all *Contractors* staff that will enter Transnet sites, prior to the start of the contract. The *Service Manager* to be approached for arrangements in this regard at least 3 days in advance. Safety inductions and medical certificates to be submitted to the *Service Manager* before accessing or working on site.
- (l) The *Contractor* should comply with the requirements of constraints imposed to accommodate traffic with due considerations to implications for safety.

1.3.2 Hazard identification and risk assessment

The *Contractor's* appointed Site Representative and the *Service Manager* shall finalize a site-specific HIRA (Hazard Identification and Risk Assessment) document, on the day of site handover to the *Contractor*. This site-specific HIRA document, based on a continuous HIRA, must cover site-specific hazards and the safe management of these hazards. The HIRA document must be signed by the abovementioned representatives as well as the Safety Manager, and be accepted by the *Service Manager*, before any works can commence.

1.3.3 Substance abuse

The OHS Act (Act 85 of 1993) clearly states in the Safety Regulations no. 2A "INTOXICATION" **An employer or user, as the case may be, shall not permit any person who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace**". Transnet enforces this legislation by means of its Substance Abuse Policy, and therefore reserves the right to do substance abuse testing on anyone who enters their premises.

1.3.4 Safety meetings

The *Contractor* shall ensure that a safety representative is appointed, and regular safety meetings are held. Written minutes of these safety meetings shall be forwarded to the *Service Manager*. All costs related to the safety aspects required under this contract will be carried by the *Contractor's* and therefore be covered under the rates tendered.

NB: The rates shall include for all costs to confirm to the Health and Safety requirements.

1.4 Environmental constraints and management

The *Contractor* shall provide a *Contractor's* Environmental Management Plan (CEMP) addressing all the potential impacts of his/her activities. The *Service Manager* has the right to request additional specification of work method statements should it be required.

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Progressive and systematic finishing and tidying-up will form an essential part of this contract. Under no circumstances shall spoil, rubble, materials, equipment, or unfinished operations be allowed to accumulate.

No material shall be dumped on the *Employer's* property and no suitable material shall be disposed of if it is required elsewhere for the proper completion of the contract.

All discarded/spoiled/hazardous material shall be disposed of at an accepted registered dumpsite and the *Contractor* shall furnish the *Service Manager* with receipts and official disposal certificates from the dumpsite.

The *Contractor* shall make good all damages to the environment to the satisfaction of the *Service Manager's* Waste Management Objective.

Noise Pollution:

Equipment used on the site shall be properly muffled and maintained so as to reduce noise generation to the minimum. Working procedures shall be structured so as to avoid the unnecessary generation of noise.

Dust Control

Dust has been identified as having a serious environmental impact. The *Contractor* is required to prevent the creation of dust.

The *Contractor* shall, at all times, comply with the statutes that prohibit pollution of any kind. These statutes are enacted in the following legislation:

- The National Environmental Management Act, 107/1998
- The Environmental Conservation Act, 73/1989; and
- The National Water Act, 36/1998

The *Contractor* shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the *Contractor* was negligent and caused any form of pollution the damage shall be rectified at the *Contractors* cost.

NB: The tendered amount shall include for all costs to conform to the Environmental constraints and management requirements.

1.5 Quality assurance requirements

The onus rests on the *Contractor* to produce work which will conform in quality and accuracy of detail to the requirements of the Specifications and Drawings, and the *Contractor* must, at his own expense, institute a quality control system and provide experienced technical staff together with all transport, instruments, and equipment to ensure adequate supervision and positive control of the works at all times.

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All plant should be checked before work commences.

The Contractor shall submit his/her proposed Quality Control Procedures (QCP) to the Service Manager for approval. Site Access will not be permitted until the QCP is to the Service Managers satisfaction.

Transnet will have the right to inspect the work at any time during the progress of the contract.

1.6 Contractor's management, supervision, and key people

The *Contractor* shall provide an organogram showing his key people and their lines of authority and communication.

1.7 Insurance provided by the Employer

Procedures for making insurance claims can be obtained from the *Service Manager*.

1.8 Contracts change management

The standard reporting forms that shall be used will be provided to the *Contractor*.

1.9 Subcontracting

1.9.1 Preferred subcontractors

The *Contractor* shall appoint or bring sub-contractors onto site, the *Contractor* shall notify the *Service Manager*, and all subcontractors will be required to conform to the requirements as set out herein as if they were employees of the *Contractor*.

The *Contractor* shall appoint his sub contractors under the NEC3 Engineering Contract Subcontract unless accepted otherwise by the *Service Manager*.

1.10 Marking Plant and Materials outside the Working Areas

The *Contractor* prepares and marks items of Plant and Materials outside the Working Areas with *Contractor's* logo.

2 Procurement

2.1 The Contractor's invoices

2.1.1 When the *Service Manager* certifies payment following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission. The Service Manager must certify invoices for payment after the services has been rendered.

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

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- 2.1.3 The invoice states the following:
- Invoice addressed to Transnet SOC Ltd.
 - Transnet Limited's VAT No: 4720103177;
 - Invoice number;
 - The *Contractor's* VAT Number; and
 - The Contract number/ PO number
- 2.1.4 The invoice must be accompanied by supporting documents (Approved quotation, Job card, completion certificates etc.).
- 2.1.5 The invoice is presented either by post, by hand delivery or via email.
- 2.1.6 **NB:** The supplier will only be paid according to the number of loads removed per month and works done per month.

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