PART C3: SCOPE OF WORK

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SECTION 1

1 Description of the works

1.1 Executive overview

Transnet National Ports Authority (herein referred to as TNPA) is undertaking a contract for supply and installation of sanitary equipment in TNPA buildings around the Port of Durban. Sanitary equipment is being rented through the hygiene contract. And we have seen that it will save us more if we purchase our own sanitary equipment. Therefore this will reduce the contract value of the new hygiene contract.

The works that the CONTRACTOR is to perform involve the following:

The project scope will be limited to the following primary activities:

- Supply & Install Toilet Paper holder
- Supply & Install Hand Dryer
- Supply & Install of New Generation Hand Dryer
- Supply & Install Wall Mounted Bin
- Supply & Install Paper Cabinet

1.2 Employer’s objectives

1.2.1 SUPPLY AND INSTALLATION OF SANITARY EQUIPMENT

All sanitary equipment must have Transnet logo on them which will be indicated by project manager in terms of positioning.

1.2.1.1 SPECIFICATION OF JUMBO TOILET PAPER HOLDER

- Dimensions: diameter-300mm and depth-120mm
- Length of roll: 2500-3500mm
- Finishing: stainless steel 304
- Capacity: maximum roll diameter 240mm
- Toilet roll dispenser section finishing – smoothed steel edges

1.2.1.1.1 Product Features

- Must have two sets of keys

1.2.1.2 WARRANTEE

- 24 months
SKETCH ON AREAS WITH PARTITION

- Stainless steel plates will be required to support the jumbo toilet paper holder
- Dimensions is thickness = 5mm, Width = 400 mm & Length = 1000 mm
- Type of stainless steel should to be is 304
- Counter sunk screws should be used to mount stainless steel plates including jumbo toilet paper holder
- All measurements of the plates will be determined by the diameter (<400mm>) and the floor level (<1000mm>) but will measured on site for correct measurements.
- Stainless steel plates must be smoothed edges all around
- Total sections to install stainless steel as below is sixteen (16)

1.2.1.2 SPECIFICATION OF TOILET PAPER HOLDER

- Dimensions: height-385mm, width-126mm and depth-136mm
- Finishing: stainless steel 304
- Capacity: 3 rolls
- Toilet roll dispenser section finishing – smoothed steel edges

1.2.1.2.1 Product Features

- Must have two sets of keys
1.2.1.2 WARRANTY

- 24 months

1.2.1.2 SPECIFICATION OF HAND DRYER

- Motor Speed: 34,000rpm
- Air Temperature: 57°C
- Power: 1,100W
- Fixed Nozzle
- Dimensions: width-226mm, height-272mm, depth-165mm
- Weight: 3.18kg
- Finishing: Stainless Steel Chrome 304

1.2.1.2.1 Product Features

- Innovative warm air Multi-jet hand drying technology
- User's hands typically dried in 12 seconds
- Uses SteriTouch® anti-microbial technology
- Sleek design prevents dirt from collecting and is easy to clean
- Tamper resistant screws secure the cover to the base
- GreenSpec® Approval and qualifies for LEED® credits
- SABS/NRCS approved

1.2.1.2.2 WARRANTY

- 24 months
1.2.1.3 SPECIFICATION OF WALL MOUNTED BIN

- Dimensions: height-569mm, width-422mm, depth-287mm
- Capacity: 43 litres
- Weight: 2.56kg
- Colour: White
- Material type: ABS resistant plastic

1.2.1.3.1 Product Features

- Easy dispensing of waste with a chute style lid designed to make the disposal of waste effortless and without need to touch the bin.
- Easy to clean with no dirt traps
- ABS impact resistant plastic, providing durability and easy clean surface.

1.2.1.3.2 WARRANTEE

- 36 months, including call out and servicing for any faults on the Hand dryers
1.2.1.4 SPECIFICATION OF REFLEX PAPER CABINET

- Dimensions: height-430mm, width-236mm, depth-241mm
- Capacity: Allows for 150m ≥300m maximum roll length
- Colour: White
- Material type: ABS resistant plastic

1.2.1.4.1 Product Features
- User pulls on the paper and the dispenser then perforates a pre-set amount of paper which helps control consumption and the user tears the paper off.
- Lockable
- Emergency feed wheel in case paper slips inside
- White body made from break resistant plastic

1.2.1.4.2 WARRANTY
- 24 months
1.2.1.5 SPECIFICATION OF NEW GENERATION HAND DRYERS

- Heppa filter fitted to remove 99.97% of bacteria
- Robust ABS body with antimicrobial technology
- CPU controlled infrared sensor and LED display
- 10-12 seconds drying time
- Low sound levels for sound sensitive areas
- Air volume - 210m³/h Air velocity - 110m/s
- Voltage - 220-240~60Hz Power - 1200W
- Dual flow air blast to cut off water from hands
- Colour is stainless steel grey

1.2.1.5.1 PRODUCT FEATURES

- This is a 'hands-in' style hand dryer with double-sided blades of jet air which remove water from both sides of your hands quickly and effectively.
- The hand-drying area is illuminated by low energy blue LED's with Anti-bacterial coating and dust filter.

1.2.1.5.2 WARRANTEE

- 36 months, including call out and servicing for any faults on the Hand dryers.
1.2.1.6 INSTALLATION OF HAND DRYERS

- Work area to be correctly demarcated.
- All rubble and Debris must be cleared from site and site to be left clean every day.
- All work must be done according to South African Building Standards.
- Only SABS Approved material is to be utilized.
- The Project Manager will indicate the areas of installation.

1.2.1.5 INSTALLATION OF SANITARY EQUIPMENT

- Work area to be correctly demarcated.
- All rubble and Debris must be cleared from site and site to be left clean every day.
- All work must be done according to South African Building Standards.
- Only SABS Approved material is to be utilized.
- The Project Manager will indicate the areas of installation.
- The contractor must provide us with 12 months guarantee on the works done.
1.2.2 DURATION OF CONTRACT

The contract will be a once off installation from the date of award and which will be for a period of 4 months.

1.2.3 WORKMEN

- The contractor shall exercise supervision over the carrying out of the work and shall for this purpose have a suitably qualified supervisor to inspect the sites included in the contract as frequently as necessary to ensure that high working standards are maintained. All persons employed by the CONTRACTOR for carrying out the work shall be competent and responsible. If in the opinion of Transnet National Ports Authority that any person employed by the CONTRACTOR is inefficient, negligent, disrespectful or objectionable such person shall be removed by the CONTRACTOR and shall not be re-employed on the contract work.
- The CONTRACTOR’S staff will be required to be neatly attired in suitable uniforms at all times with the ID tags for identification purposes.
- CONTRACTOR to provide transport for its staff at own cost.

1.2.4 TO BE SUPPLIED BY THE CONTRACTOR

- Unless elsewhere specifically stipulated the CONTRACTOR shall supply all labour, waste removal, material, transport, equipment and anything else of any description which may be required for the proper carrying out and completion of the work covered by this contract and he/she shall be deemed to have allowed for the costs of the aforementioned in his/her prices submitted in the Schedules of Rates, Quantities, Prices and Escalation attached hereto.

1.2.5 TO BE SUPPLIED BY TRANSNET NATIONAL PORTS AUTHORITY

- Transnet National Ports Authority (TNPA) will supply electricity & water free of charge to the CONTRACTOR for the purpose of completing the work.

1.3 Equipment required to be included in the works

1.3.1 The CONTRACTOR must ensure that he provides all required equipment to cover all required works

2 INSTALLATION

2.1 Temporary works, Site services & work constraints

The CONTRACTOR must comply with the following requirements of the EMPLOYER;

- All various sites in the Port will be covered in the induction video which will cover safety requirements whilst working in the Port of Durban.

2.1.1 Restrictions to access on Site, roads, walkways and barricades. The CONTRACTOR is specifically excluded from entering the EMPLOYER’s Operational Areas which are the berths when not given permission by fire office for access while vessel is docked. The CONTRACTOR plans and organises his work in such a manner so as to cause the least possible disruption to the EMPLOYER’s operations.

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

2.1.3 The CONTRACTOR complies with the following hours of work for his people (including Subcontractors) employed on the Site:

07:30 to 17:00

2.1.4 Health and safety facilities on Site, CONTRACTORS’s staff and labour complies with the EMPLOYERS (TNPA) operational safety requirements and are equipped with all necessary PPE, high visibility apparel and, when working within two meters of the quay wall, floating apparel.

2.1.5 The CONTRACTOR performs the works and co-operates with: 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.

2.1.6 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.

2.1.7 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.

2.1.8 Site Serves & facilities:

The CONTRACTORS’s site establishment area(s) is to be within the CONTRACTOR’s boundary which will be pointed out to the successful tenderer prior to commencement of the works.

2.1.9 The EMPLOYER provides the following facilities for the CONTRACTOR:

Ablution facilities

2.1.10 The CONTRACTOR complies with the CEMP, SES and PES in the construction of the works

2.2 Completion

2.2.1 The work to be done by the Completion Date;

3 Plant and Materials Standards and Workmanship

The Project Manager may, at his discretion, require a Quality Audit of ensuring that works are according to the South African building Standards and that all material & equipment used is SABS approved.

3.1 Site Clearance

The CONTRACTOR shall, on completion of the Works, clear the site of all leftover items of material, such as equipment, surplus material, empty containers, etc., to the satisfaction of a Transnet National Ports Authority’s (TNPA) Representative. All excess and discarded material shall be totally removed from the area. The works will not be deemed to be complete unless the site is cleared to the satisfaction of the TNPA representative. Burying of discarded material will not be permitted. Clearing of site shall be the responsible awarded service provider.
SECTION 2

4 Management and start up

4.1 Management meetings

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 pro-actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.

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.

4.2 Safety risk management

For the purpose of the Occupational Health and Safety Act 1993 (Act No 85 of 1993) the site (place of work) is transferred, for the duration of the contract, to the control of the CONTRACTOR as if it were his property. As EMPLOYER he/she is in every respect responsible for the compliance of the provision of this Act, as well as the application of General Administration Regulations 13 to the employees of Transnet National Ports Authority who visit the site. All works to be subject to the Act and control of the relevant Transnet National Ports Authority Risk Official.

The CONTRACTOR shall comply with Transnet safety requirements when carrying out the work. The CONTRACTOR is expected to adherence to associated OSH ACT 85 OF 1993 and all legislative requirements.

4.2.1 Special requirements

The CONTRACTOR shall pay special attention and compliance to Transnet National Ports Authority SHE Specification, a copy of which is included with this tender.

ENVIRONMENTAL AND WASTE MANAGEMENT

- During the preparation and implementation of the project on site should there be waste generated. The contractor will be expected to: Provide properly labelled waste receptacles.
- Transport waste material to a recognized landfill, the contractor will be expected to bring proof of correct disposal.
- Ensure that high level of housekeeping is maintained at all times and make sure that they clean the site every day before they go.
- Comply with all legal and other requirements including this specification.
- Provide method statement that includes waste management plan which will need to be signed by the Environmental specialist prior to the commencement of the project.
4.2.2 Incidents

All safety incidents and/or accidents should be reported to the Client within 1 hour of occurrence and a detailed safety report will be produced in a timely manner, providing an explanation of the occurrence, a description of the injuries or damages sustained by personnel or equipment and the actions taken to control the situation, as well as measures to be implemented in order to avoid future similar occurrences.

4.2.3 She file

The SHE file shall contain amongst other things the following:

- Valid Letter Of Good Standing With The Compensation Insurer
- Client, Safety, Health And Environmental Specification
- Health And Safety Plan
- Environmental Management Plan
- Section 37(2) Agreement
- Notification Of Construction Work
- Principal Service Providers Construction Site Organogram
- Method Statement
- Risk Assessment
- Appointments
- Health And Safety Training Records - Induction Records And Tool Box Talks
- Copies of Tool Box Talk Topics. These Talks Should Deal With Risks Relevant To The Construction At Hand
- Emergency Contact Numbers
- Monthly SHE Meeting Minutes
- Checklists/Register
- Emergency Plan
- First Aider And Equipment
- PPE And Clothing, Register
- Incident Investigation Report

**NB:** THE CONTRACTOR SHALL TAKE NOTE OF THAT THE SHE FILE IS TO BE KEPT ON SITE AT ALL TIMES DURING THE EXECUTION OF THE PROJECT.

**Approach**

Waste is grouped into general or hazardous, depending on its characteristics. The classification determines handling methods and the ultimate disposal of the Material.

General waste to be expected during construction includes the following:

- Trash (waste paper, plastics, cardboard, etc.) and food waste from offices, warehouses and construction personnel.
- Uncontaminated construction debris such as used wood and scrap metal.
- Uncontaminated soil and non-hazardous rubble from excavation or demolition.
Hazardous waste is waste, which has the potential, even in low concentrations, to have a significant adverse effect on public health and/or the environment. This would be on account of its inherent chemical and physical characteristics, such as toxic, ignitable, corrosive, carcinogenic or other property.

**Waste avoidance and minimisation**

A ladder approach to waste management is encouraged. Waste should preferably be managed in the following order:

- **Prevent**: by waste avoidance and minimisation during production
- **Recycle**: waste recycling, recovery and utilisation
- **Treat**: waste treatment in order to reduce toxicity and to minimise the quantities of waste
- **Disposal**: waste disposal, probably by incineration, destruction or landfill

**Waste Management**

The CONTRACTOR is responsible for the removal from Site of all waste generated through the CONTRACTOR's activities. The CONTRACTOR shall ensure that all waste is removed to appropriate licensed waste management facilities.

- The classification of waste determines handling methods and the ultimate disposal of the Material. The CONTRACTOR shall manage hazardous wastes that are anticipated to be generated by his operations as follows:
  - Characterise the waste to decide if it is general or hazardous
  - Obtain and provide an acceptable container with label
  - Place hazardous waste material in container
  - Inspect the container on a regular basis as prescribed by the CONTRACTOR’s waste environment management plan
  - Track the accumulation time for the waste
  - Haul the full container to the disposal Site
  - Provide documentary evidence of proper disposal of the waste

**4.3 Quality assurance requirements**

Quality assurance will be determined by Project manager or TNPA representative during contract and after works have been completed on site.

**4.4 Contractor’s management, supervision and key people**

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.

**4.5 Training workshops and technology transfer**

**4.5.1** This will not be applicable to this contract.

**4.6 Insurance provided by the Employer**

**4.6.1** Insurance provided by the EMPLOYER is contained in the Contract Data – Part 1.
5 Procurement

5.1 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 it’s 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 straightforward 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

5.2 The Contractor's Invoices

5.2.1 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.

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

5.2.3 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 [PD19-44].

The invoice contains the supporting detail [insert relevant details].

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

5.2.5 Invoices submitted by post are addressed to:
Transnet National Ports Authority
Ocean Terminal Building
Quay Side Road
Durban, South Africa
4001

5.2.6 Invoices submitted by hand are presented to: Mnqobi Ngcobo
Transnet National Ports Authority
Ocean Terminal Building, Room 244B
Quay Side Road
Durban, South Africa
4001

For the attention of The Project Leader, Transnet National Ports Authority

5.2.7 The invoice is presented as an original.

5.3 People

5.3.1 Minimum requirements of people employed on the Site to be agreed with the Project Manager with the successful tenderer.

5.3.2 The roles and responsibilities of the various personnel acting on behalf of the Project Manager with respect to IR issues are stated in the paragraphs following:
5.3.3 The PIRM is responsible for ensuring that the Contractor complies with the PIRPMP. The PIRM acts on behalf of the Project Manager.

5.4 Plant and Materials

5.4.1 Quality

5.4.2 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.

5.4.3 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.

5.4.4 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.

5.4.5 Plant & Materials provided “free issue” by the EMPLOYER

None

5.4.6 The CONTRACTOR provides all other Plant and Materials necessary for the works not specifically stated to be provided “free issue” by the EMPLOYER.

SECTION 3

C3.2 CONTRACTOR’S WORKS INFORMATION

Contractor will not be required to provide his Works Information in this contract