

PART C3: SERVICE INFORMATION

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C3.1 Service Information

SECTION 1

1 Description of the *service*

1.1 *Employer's objectives*

The *Employer's* objectives are

- 1.1.1 To replace old and obsolete medium and low voltage switchgear at distribution substations countrywide. This also includes cables and battery chargers. The contractor encouraged to consider using less theft-prone material on their designs where possible.
- 1.1.2 Decommissioning, dismantling and transportation of old equipment from the substations to the depots designated scrap yard/s. Any leftover material will also be removed from site prior to handing over.
- 1.1.3 To ensure that *works* is carried out in good quality and in a safety manner in line with Transnet Freight Rail internal safety specification (E4E) and Occupational Health and Safety Act 85 of 1993 and its regulations. Preferred bidder will be required to adhere to the above.
- 1.1.4 And the *Contractor* shall ensure that there's minimal interruption to the electrical network whilst performing the *works*.

1.1.5 Standard for Developing skills through Infrastructure Contracts CIDB

- The Contractor shall determine the CSDG, expressed in Rand, which shall not be less than the sub-total multiplied by a percentage (%) factor of 0,25 for Electrical Engineering Works - Infrastructure. The percentage (%) factor is stated in the Final Tender Summary section of C2.2 Pricing List.

1.2 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
TFR	Transnet Freight Rail
AC	Alternating Current
DC	Direct Current
kV	Kilo Volt
SCS	Supply Chain Services
PFMA	Public Finance Management Act
SANS	South African National Standard
IP	Intellectual Property
SMP	Safety Management Plan
QA	Quality Assurance

2 Engineering and the *Contractor's* design

2.1 *Employer's* design

- 2.1.1 The *Employer's* designs are already contained in relevant Transnet specifications. Should the *Contractor* need to use the relevant specifications, reference will be made as and when required.
- 2.1.2 Section 5, below, contains the specifications the contractor can use.

2.1.3 The *Employer* grants the *Contractor* a licence to use the copyright in design data presented to the *Contractor* for the purpose of the *works*.

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

2.2.1 The *Contractor* is responsible in his design for the overall integration of the design of the *works* with the design of the *Employer*.

2.2.2 Unless expressly stated to form part of the design responsibility of the *Employer*, all residual design responsibility and overall responsibility for the total design solution for the *works* rests with the *Contractor*.

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

2.3.1 The *Contractor* shall, before installation or implementation, supply the *Employer* with the design to be reviewed.

2.3.2 All as built drawings shall be supplied in electronic format (Micro station / AutoCAD). The successful *Contractor* shall be required to submit all drawings (paper prints) within four weeks of award tender, to the *Service Manager* for approval. No construction or manufacturing activity will be allowed prior to the associated drawings having been approved.

2.3.3 During the duration of the contract period, the successful *Contractor* will be required to inform the *Service Manager* of any changes to these drawings and will have to submit the affected drawings for approval prior to it being used to this contract.

2.3.4 The *Contractor* undertakes design safety reviews.

2.3.5 In undertaking the 'Services' (including all incidental services required), the *Contractor* shall conform and adhere to the requirements of the 'Contractor Document Submittal Requirements'

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

2.3.7 All final as built drawings shall be provided to Transnet Freight Rail within Four Weeks after commissioning.

2.3.8 Three sets of A3 schematic wiring diagrams shall be supplied in hard copy and electronic format for approval.

2.3.9 The list of drawings to be provided by *Employer* are found in section 5 of this document.

2.4 Other requirements of the *Contractor's* design

2.4.1 The *Contractor's* design shall comply with Transnet's specifications BBB4182 version 5.

2.5 Use of *Contractor's* design

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

2.5.2 The *Contractor* vests in the *Employer* full title guarantee in the intellectual property and copyright in the design data created in relation to the *service*.

2.6 Equipment required to be included in the *service*

2.6.1 Calibration and Testing equipment will be as per the specification BBF8128.

2.7 As-built drawings, operating manuals and maintenance schedules

2.7.1 The *Contractor* provides design, installation and as built drawings, instruction manuals and spare parts catalogues in accordance with Transnet specification CEE.0224 of 2002.

3 Construction

3.1 Temporary works, Site services & construction constraints

- 3.1.1 The *Contractor* shall only use entrances and exits specified on site access certificate and/or those agreed with the *Employer*.
- 3.1.2 In addition to the above, there may be other restrictions once on the site, plus rules relating to roads, walkways and the provision of barricades.
- 3.1.3 The *Contractor* shall only work on and/or occupy space/area within the *Employers* boundaries.
- 3.1.4 Any site outside what the *Employer* allowed the *Contractor* to work on shall be deemed off limits, to the *Contractor*, his people and/or his sub-contractors.
- 3.1.5 The hours of work for the *Contractor* on site shall be as agreed with the *Employer*.
- 3.1.6 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 *Service Manager* at all reasonable times.
- 3.1.7 Health and Safety compliance will be evaluated as per the Tenderer Safety Plan.
- 3.1.8 All material arising from excavation and demolition shall be dealt with in accordance with Transnet specification E7/1.
- 3.1.9 The *Contractor* performs the *works* and co-operates with the *Employer*, and/or *Others (third parties)* where the *Contractor's* work may affect or interfere with their activities.
- 3.1.10 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 *Service Manager*.
- 3.1.11 *Contractor's* Equipment shall be handled in accordance with the Transnet specification E7/1.
- 3.1.12 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 *Service Manager* at all reasonable times.
- 3.1.13 The *Contractor* shall handle his/her equipment in accordance with specification E4E.
- 3.1.14 The *Employer* shall provide no equipment for the *Contractor* to use.
- 3.1.15 The *Contractor* under any conditions shall not use *Employer's* Equipment
- 3.1.16 The *Contractor* shall ensure he/she makes provision for power, water, waste disposal, telecoms, ablutions, fire protection, lighting etc.
- 3.1.17 The *Contractor* will provide no facilities to the *Employer*, except the *service* agreed upon as stipulated in the contract.
- 3.1.18 Unless expressly stated as a responsibility of the *Employer*, all residual requirements for the provision of facilities and all items of equipment necessary for the *Contractor* to Provide the *service* remains the responsibility of the *Contractor*.
- 3.1.19 The *Contractor* inspects and surveys the buildings / premises / facilities adjacent to the Site in accordance with and in conjunction with the *Service Manager*.
- 3.1.20 The *Employer* provides the following information and survey controls for the *Contractor*:
 - i) Service Specifications,
 - ii) Site instruction book, and
 - iii) Site diaries.
- 3.1.21 The *Contractor's* deep foundations and controlling of water from excavations will be dealt with in accordance with Transnet specification E7-1.
- 3.1.22 Underground services, other existing services, cable and pipe trenches and covers will be dealt with in accordance with Transnet specification E7-1.

- 3.1.23 Where the *Contractor* encounters existing underground services / existing services cables / pipe trenches. The *Contractor* shall not block, obstruct or damage any existing drains either above or below ground level unless he has made adequate prior arrangements to deal with such.
- 3.1.24 Control of noise, dust, water and waste, shall be dealt with in as per the Transnet specification E4E.
- 3.1.25 For sequences of construction or installation, the *Contractor* complies with all Transnet specifications and instructions provided him/her.
- 3.1.26 The Constraints will be site specific and will be determined between the *Contractor* and the *Employer* or *Service Manager* for the project.

3.2 Completion, testing, commissioning and correction of Defects.

- 3.2.1 Commissioning and Testing of substations shall be as per the Transnet specification BBF8128, applicable standards, generic and particular specifications.
- 3.2.2 The *Contractor* ensures that the documentation of the *commissioning and testing* is presented to the *Service Manager* before Completion.
- 3.2.3 The *Contractor* ensures that the *Service Manager* has a full and accurate dossier of As-built documents that represent the status of the completed *works* to present to the *Employer*.
- 3.2.4 The *Contractor* ensures that the *Service Manager* has a full and accurate dossier of maintenance and operating manuals before take-over or Completion.
- 3.2.5 The *Contractor* performs *performance tests* after completion of the *Service* as specified in specification BBF8128.
- 3.2.6 The *Contractor* facilitates training *workshops* after completion of service where an equipment the *Employer* is not familiar with is installed.
- 3.2.7 When, in the opinion of the *Service Manager* any part of the work done or any items of material used is not in accordance with the requirements of the *Contract*, whether or not payment for such work or material has been made, he may order the *Contractor* in writing to remove any objectionable part, item or component thereof, to replace it with an acceptable part, item or component and to rectify or reconstruct the *service* without cost to Transnet.
- 3.2.8 The equipment shall be inspected/tested and approved by Transnet Freight Rail Quality Assurance at the *Contractor's* workshop prior to it being taken to site. Only once the approval has been granted can the equipment be taken to site for installation.
- 3.2.9 Functional on-site tests shall be conducted on all items of equipment and circuitry to prove the proper functioning and installation thereof.
- 3.2.10 The *Contractor* shall submit a detailed list of on-site tests for the approval of the *Service Manager*.
- 3.2.11 The on-site tests and subsequent commissioning will not commence until ALL CONSTRUCTION work has been completed. Construction staff, material and equipment shall be removed from site prior to the commencement of testing.
- 3.2.12 The on-site tests shall include the following:
- i) Test for the functionality of all electrical circuitry.
 - ii) Trip test on relays.
 - iii) Test on equipment as per manufacturer's instructions.
 - iv) Insulation test.
- 3.2.13 At the completion of the on-site tests, the *Service Manager* or his representative shall either sign the tests sheets (supplied by the *Contractor*) as having witnessed the satisfactory completion thereof, or hand to the *Contractor* a list of defects requiring rectification.
- 3.2.14 Upon rectification of defects, the *Contractor* shall arrange for the *Service Manager* or his representative to certify satisfactory completion of on-site tests.
- 3.2.15 The *Service* will not be accepted by Transnet as complete until all defects of every kind have been made good to the satisfaction of the *service*
- 3.2.16 Transnet Freight Rail shall be notified at least 14 days prior to performing these tests.

- 3.2.17 Within a reasonable time after receipt of written instructions from the *Service Manager* the *Contractor* shall make good to the satisfaction of the *Service Manager* all the defective material and workmanship which are not in accordance with the contract and which may appear within a period of 12 months, or such other period as stipulated in the *Contract Data*, after the date stated in the CERTIFICATE OF COMPLETION, and shall repair all damage caused thereby.
- 3.2.18 Should the *Contractor* fail to comply with the above provisions, Transnet may cause the required *work* to be carried out at the expense of the *Contractor* and may recover the cost thereof from the *Contractor*.
- 3.2.19 The commissioning of protection equipment by Transnet Freight Rail will in no way absolve the *Contractor* from any of his responsibilities during the guarantee period.
- 3.2.20 The *Contractor* shall be responsible for carrying out of on-site tests and commissioning of all equipment supplied and installed in terms of this specification and the contractual agreement.
- 3.2.21 The *Contractor* shall be present during the testing and setting of the protection to rectify any faults found.
- 3.2.22 Commissioning will only take place after all defects have been rectified to the satisfaction of the *Service Manager*
- 3.2.23 On completion of commissioning, the *Contractor* will hand the equipment over to the *Service Manager* in terms of relevant instruction.

4 Plant and Materials Standards and Workmanship

4.1 Investigation, Survey and Site Clearance

- 4.1.1 The *Contractor* carries out the investigations on site as specified on the contract or as requested by the *Employer*.

4.2 Civil Engineering and Structural Works

- 4.2.1 All Civil engineering and structural works will be dealt with in accordance with Transnet's specification E7/1.

5 List of SPECIFICATIONS AND DRAWINGS

5.1 Specifications and Drawings issued by the *Employer*

The list of specifications and drawings issued by the *Employer* at or before the Contract Date, which apply to this contract is given below. The *Contractor* shall comply fully with all issued specifications and drawings.

Specification/Drawing number	Revision	Title
BBB0041	4	PREPARATION OF DRAWINGS FOR TRANSNET FREIGHT RAIL
BBB2007		ENVIRONMENTAL GUIDELINES AND SPECIFICATIONS FOR ELECTRICAL CONSTRUCTION WORK
BBB4182	5	INDOOR, MEDIUM VOLTAGE, METAL ENCLOSED SWITCHGEAR AND CONTROL GEAR IN ACCORDANCE WITH IEC 62271-200
BBB 8204		MEDIUM VOLTAGE DISTRIBUTION AND SUPPLY TRANSFORMER IN ACCORDANCE WITH SANS 780
BBC0198	2	REQUIREMENTS FOR THE SUPPLY OF ELECTRIC CABLES

BBC6467	4	REPLACEMENT OF OLD OIL/OBSOLETE SWITCHGEAR AT VARIOUS 6.6/11 kV DISTRIBUTION SUBSTATIONS COUNTRYWIDE
BBD5994		TECHNICAL DOCUMENTATION MANGEMENT POLICY
BBD8210	1	E7/1 –SPECIFICATION FOR GENERAL WORK AND WORKS ON, OVER, UNDER OR ADJACENT TO RAILWAY LINES AND NEAR HIGH VOLTAGE EQUIPMENT
BBF8128		HANDBOOK FOR TESTING AND CALIBRATION OF RAILWAY ELECTRICAL PROTECTION EQUIPMENT
CEE0023	2012	INSTALLATION OF LOW AND MEDIUM VOLTAGE CABLES
CEE0045	2014	PAINTING OF STEEL COMPONENTS OF ELECTRICAL EQUIPMENT
CEE 0082		SPECIFICATION FOR LOW VOLTAGE DISTRIBUTION BOARDS
CEE 0085	2010	SELF-CONTAINED BATTERY AND CHARGER UNITS FOR ELECTRIC LIGHT AND POWER.
CEE0177		CODE OF PRACTICE: EARTH SYSTEMS FOR ELECTRIC LIGHT AND POWER AND TRACTION INSTALLATIONS
CEE0183	2014	HOT DIP GALVANISING AND PAINTING OF ELECTRIFICATION STEELWORK
CEE0224	2002	DRAWINGS, CATALOGUES, INSTRUCTION MANUALS AND SPARES LISTS FOR ELECTRICAL EQUIPMENT SUPPLIED UNDER CONTRACT
E4E	2	TRANSNET FREIGHT RAIL SAFETY HEALTH AND ENVIRONMENT (SHE) SPECIFICATION FOR CONTRACTORS
CEE-PA-0013		TEST BLOCK FOR HV SWITCHGEAR
CEE-PA-0023		SUBSTATION EARTHING
CEE-PA-0056		PROTECTIVE RELAYS TO CURRENT TRANSFORMERS
S420		CONCRETE WORK
BBH7927_ver_1		11KV Incomer Panel
BBH8347_ver_1		11kV Feeder Panel

SECTION 2

6 Management and start up

6.1 Management meetings

- 6.1.1 The *Contractor* will be expected to attend meetings relating to maintenance, operations, contract management and other issues that may arise from time to time on monthly basis or any other prescribed terms. As far as is practicable, the *Contractor* will make all required persons available for these meetings.
- 6.1.2 The *Contractor* shall not submit claims for payment for staff attending any of these meetings. There will be minutes kept for this meeting for record purposes.
- 6.1.3 Risk reduction meetings: These meetings can form part of the regular/progress site meetings or be held as separate meetings. At these meetings the following issues will be discussed:
- (i) Compensation events
 - (ii) Early warnings
 - (iii) Contractual claims
 - (iv) Risk register
- 6.1.4 The *Contractor* shall attend ad hoc site meetings when convened by the Transnet Freight Rail *Contract Supervisor*. Such meetings will be for the purpose of discussing specific issues or problems relating to specifications and adherence thereto, quality and contractual matters.
- 6.1.5 *Contractor's* representatives at these meetings shall have the necessary delegated authority in respect of aspects such as planning, change management, health and safety.

6.2 Documentation Control

- 6.2.1 All contractual communications will be in the form of properly compiled letters or forms attached to e-mails and not as a message in the email itself.
- 6.2.2 The *Contractor* will submit inspection reports after each service in report format agreed between the *Service Manager* and the *Contractor*.

6.3 Safety risk management

- 6.3.1 The safety management plan (SMP) will be site specific and will be dealt with in accordance with Transnet's specification E4E.
- 6.3.2 The *Contractor* ensures that its Subcontractors comply with the requirements of the SMP.

6.4 Environmental constraints and management

- 6.4.1 Environmental constraints and management shall be dealt with in accordance with Transnet specifications E7/1, BBB2007, BBD8210 and E4E.

6.5 Quality assurance requirements

- 6.5.1 The *Contractor's* Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the *Service Manager*).
- 6.5.2 The *Contractor* submits his Quality Management System documents to the *Service Manager* as part of his programme 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 *Service 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 *Service 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 *service* meet the standards stated in the *Service Information*.
- 6.5.6 The *Contractor* shall submit with his tender his proposed QC plan and procedures. This plan shall indicate how the necessary quality assurance and control will be carried out in order to meet the requirements of the contract documents. The *Contractor* shall have his Quality Control plan approved by *Service Manager* prior to the start of any work or ordering of material.
- 6.5.7 The *Contractor* may also be required to use standard quality and control forms supplied by the *Service Manager*.
- 6.5.8 The *Contractor* shall notify the *Service Manager* of all inspections at least 21 working days in advance of such inspections. The *Contractor* shall have the relevant quality control plans available at inspections and tests.
- 6.5.9 Transnet Freight Rail reserves the right to inspect the equipment covered by this specification at any stage during manufacture and to be represented at any tests.
- 6.5.10 Where the *Contract* provides for tests on the premises of the *Contractor* or of his subcontractor or on site, the *Contractor* shall provide assistance such as labour, materials, electricity, fuel, stores, apparatus and instruments as may be a requisite and as may be reasonably demanded to carry out such tests efficiently.
- 6.5.11 As and when the equipment has passed these tests, the *Service Manager* shall furnish the *Contractor* with a certificate in writing to this effect.
- 6.5.12 If as a result of an inspection, examination or test, the Transnet Freight Rail *Service Manager* decides that the equipment is defective or not in accordance with the requirements, he shall notify the *Contractor* accordingly stating in writing his objections and reasons thereof. The *Contractor* shall timeously make good the defect to ensure that the equipment complies with the requirements.
- 6.5.13 Thereafter, if required by the Transnet Freight Rail *Service Manager*, the tests shall be repeated under the same terms and conditions save that all reasonable expenses to which Transnet Freight Rail may be put by the repetition of these tests will be deducted from the contract sum.
- 6.5.14 Unless the Transnet Freight Rail *Service Manager* otherwise directs, no equipment or materials are to be delivered to site until the Transnet Rail Infrastructure Manager's *Service Manager* issues an inspection certificate in respect of such equipment or material. The *Contractor* shall be responsible for the reception of all equipment and material delivered to site for the purpose of the contract.
- 6.5.15 Transnet Freight Rail reserves the right to conduct a quality assurance audit on the *Contractor's* quality control system at regular intervals.
- 6.5.16 If at any stage during manufacture, repair, installation or commissioning of equipment or material it becomes evident that the requirements of this specification are not being adhered to, Transnet Freight Rail reserves the right to halt such manufacture, repair, installation or commissioning until such time as the *Contractor* or his subcontractor conforms to the requirements of this specification.
- 6.5.17 Details of any additional tests or inspections proposed by the Tenderer shall be attached and submitted with his tender.
- 6.5.18 Acceptance by the Transnet Freight Rail *Service Manager* of satisfactory completion of on-site tests in no way relieves the *Contractor* of his obligation to rectify defects which may have been overlooked or become evident at a later stage.

6.6 Training workshops and technology transfer

- 6.6.1 The *Contractor* shall provide Training to Transnet staff on any new equipment installed as specified on the contract specification.
- 6.6.2 Technology transfer from the *Contractor* to the *Employer* will be as required per contract specification.

6.7 The *Contractor's* Invoices

- 6.7.1 When the *Service Manager* certifies payment (see ECC Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.
- 6.7.2 The invoice must correspond to the *Service Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.
- 6.7.3 Payment will be paid within 30 days from date of receipt of the approved Invoice been received in the financial office in Johannesburg.
- 6.7.4 Invoice addressed to Transnet Freight Rail;

Transnet Freight Rail VAT Registration No:

The invoice must contain the following minimum information and/or be substantiated by the following documentation:

Description of service provided for each item invoiced based on the Price List;

The *Contractor's* VAT Registration No.; and

The Contract number SIE24011CIDB/ HOAC-HO-48307].

Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

6.8 People

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

6.8.3 INDUSTRIAL ACTION BY *CONTRACTOR* EMPLOYEES

- a) In the event of any industrial action by the *Contractor's* employees, the *Contractor* is required to provide competent contingency resources permitted in law to carry out any of the duties that are or could potentially be interrupted by industrial action in delivering the Service. The *Contractor* warrants that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the *Contractor's* employees.
- b) In the event of any industrial action by the *Contractor's* employees, *the Contractor* is obliged:
 - i) To prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action an Industrial Action Report. If the industrial action persists the *Contractor* is required to deliver the report at 8h30 each day.
- c) The Industrial Action Report must provide at least the following information:
 - i) Industrial incident report,
 - ii) Attendance register,
 - iii) Productivity / progress to schedule reports,
 - iv) Operational contingency plan,
 - v) Site security report,
 - vi) Industrial action intelligence gathered.
- d) The final Industrial Action Report is to be delivered 24 hours after finalisation of the industrial action.
- e) The management of the *Contractor* is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action, settlement of the industrial action, security issues and the impact on delivery under the contract.
- f) The resolution of any disputes or industrial action by the *Contractor's* employees is the sole responsibility of the *Contractor*.
- g) Access to Transnet premises by the *Contractor* and its employees is only provided for purposes of the *Contractor* delivering its services to Transnet. Should the *Contractor* and its employees not, for any reason, be capable of delivering its services Transnet is entitled to restrict or deny access onto its premises and unless otherwise authorized; such person will be deemed to be trespassing.

6.9 Plant and Material

- 6.9.1 *Employer* provides no Plant and materials for the *Contractor* to use.
- 6.9.2 Procurement and use of Plant and material shall be sole responsibility of the *Contractor*.
- 6.9.3 Procurement shall be as specified on the contract.
- 6.9.4 Plant and material handling, shall be accordance with Transnet specification E4E and E7/1.

6.10 Tests and inspections before delivery

- 6.10.1 Tests and inspections will be site and work specific and will be dealt with in accordance with Transnet specification BBF8128.

6.11 Contract Skills Development Goal (CSDG (0.25% factor of the sub-total))

The contractor shall achieve in the performance of the contract the Contract Skills Development Goal (CSDG) established in **the cidb Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice No.48491 of 28 April 2023**