Scope of Work: Service Information

Definitions:

In this Scope of Work: -

1) "**Access-delayed time**" means the time taken from arrival on the *Site / Affected Property* by the *Contractor*, his sub-contractor or specialist-contractor and requesting access to the *Site / Affected Property* from the *Employer* or his Tenant until the time access is given.

2) "**ad hoc works**" also known as "**minor new works**" means any repair (s), replacement (s) of component (s) or additions/alterations of the installations other than inspection, repairs, servicing or replacement listed in this contract.

3) **"Affected property"** shall mean premises / sites or any other building / structure / premises within the geographical area applicable to this Contract.

4) **"Break-down"** means a specific type of failure, where an item of an installation or equipment is completely unable to function.

5) **"Call-out"** means an installation or related failure, requiring the Contractor to visit the Site / Affected Property outside of the scheduled maintenance period.

6) **"Chargeable items"** mean the cost of replacement components or repairs required to maintain a reliable and safe Installation (excluding consumable items) and which are not covered under this Contract.

7) **"contractor**" means the successful tenderer that has been awarded the Service for the period stipulated

8) **"documentation"** means and includes any drawings, diagrams, calculations, designs and documents which are to be supplied to the Employer by the Contractor in terms of this Contract, together with any modifications to such documents as may from time to time be approved in writing by the Employer.

9) **"Down-time"** the time that an item of equipment is out of service, as a result of equipment failure. The time that an item of equipment is available, but not utilized is generally not included in the calculation of downtime.

10) **"drawings / diagrams"** means drawings / diagrams referred to in the Specification and any modification of such drawings / diagrams approved in writing by the Employer and such other drawings / diagrams as from time to time may be furnished or approved in writing by the Employer.

11) **"installation"** means the geographical areas Buildings referred in this contract including the HVAC installation, water treatment, building management system (BMS) and all related equipment on / in the Site / Affected Property.

12) **"licences"** means the licences used / issued or deemed to be issued to the Service Provider from time to time in terms of applicable Act(s).

13) **"non-inclusive contract"** will mean that Plant and Equipment (material) is excluded except that refer to in equipment of this scope of work below, the cost and quantity of spares and material is uncertain and therefore excluded.

14) **"Normal working-hours"** means office hours, from 07h30 to 17h00 Monday to Friday excluding Public Holidays in South Africa.

15) **"person**" includes, a natural person, a partnership, a business trust, a foundation, any company or close corporation incorporated or registered in terms of any law, and other body of persons corporate or unincorporated.

16) **"property**" means any movable, immovable or intellectual property or any right to such property.

17) **"repair"** means put into good condition after damage or wear, any component that forms part of the Installation or Equipment.

18) **"Scope of work"** will bear the same meaning as Service Information.

19) **"Sensitive security area"** refers to computer centres, personnel records, cashiers, archives, top management office areas and all other areas indicated to the Contractor.

20) **"services"** means the work, functions, tasks, services, and / or goods to be performed, rendered and or supplied by the Contractor, including any subsequent variations or changes to such work, functions, tasks, services, or goods as may be agreed in terms of this Scope of Work.

21) **"Service manager"** – means the building- / centre- / lodge- / hostel manager or representative of the Employer responsible for the management of a specific Site / Affected Property.

22) **"site"** means any site, place regardless of whether it is or form part of any temporary or permanent structure, building which is the property of, or is occupied or used by, or is under the control and / or management of the Employer.

23) **"specifications"** the document to which is referred in this Scope of Work, in which the method and standards applicable to the rendering of the Service, as well as the materials to be provided and used, are described.

24) **"supervision"** means a competent person appointed by the Contractor to be on-site and responsible for the management of the Contractor's staff and Service provided in terms of this Scope of Work.

25) **"Technical information"** means and includes all information provided in the Specification, together with all drawings, diagrams, calculations, designs, Specification and other pertinent documents as may from time to time be furnished in writing by the Employer to the Contractor in connection with the Contractor's Services.

26) **"tenant"** means any Person (including all Divisions of Transnet other than Transnet Property) with his staff, client's and service providers with whom the Employer has entered into a lease agreement for the whole or a portion of the Site / Affected Property.

27) **"Transnet property"** means – a specialist unit of Transnet (Soc) Ltd, a public company duly incorporated in accordance with the laws of South Africa with registration number 1990/000900/30, duly represented herein by the Group Executive Officer and or his duly appointed delegate, who warrants that he is duly authorised hereto;

28) Expressions defined in this Scope of Work shall bear the same meanings in the specifications, schedule or annexure to this Scope of Work which do not themselves contain their own definitions.

29) Schedules and/or annexures to this Scope of Work shall be deemed to be incorporated into and form part of this Scope of Work and as such each reference herein to "the Scope of Work" shall be deemed to include a reference to all such schedules and/or annexures.

30) The scope of coverage may extend to other areas not specifically mentioned, as determined by operational and business requirements.

1. *Employer*'s objectives

1.1. The *Employer's* objective is to enter into a term service contract with the *Service Provider* to provide vegetation and pest control services on as an when required basis at Transnet Property's premises in the KwaZulu-Natal Regions for the period of 60 months to ensure compliance with legislative requirements relating to the Occupational Health and Safety Act, 1993, (Act No 85 of 1993).

2. Executive overview

2.1. The Employer is desirous that its Employees, Tenants and Others should receive the Services so as to ensure that the *Site / Affected Property* will comply with all related standards through the conclusion of this Term Service Contract with the Service Provider.

2.2. The service will be provided on an as and when required basis for the duration of the Contract.

2.3. The **vegetation control** work required includes but not limited to:

2.3.1. Open land and Stations Grass cutting and weed control as and when required
2.3.2. Depots and Offices vegetation control.
2.3.3. Tree felling
2.3.4. Site clearance
2.3.5. Trimming of branches
2.3.6. Rubble removal
2.3.7. Hiring of Skip
2.3.8. Weed spraying / Herbicides.
2.3.9. Poisoning
2.3.10. Bush clearing
2.3.11. Wild or rough Grass cutting in and around Transnet Yards.
2.3.12. Tree Trimming
2.3.13. Cutting and pruning of fallen trees.
2.3.14. Plant-care (trimming of plants, pruning, weeding, watering, soil turning)
2.3.15. Lawn-care (edging, fertilisation, seeding, planting of trees and plants)
2.3.16. Removal of shrubs in and around Transnet buildings / yards including gutters.
2.3.17. Cleaning to Transnet driveways, Parkings, and roads.
2.3.18. Landscape gardening
2.3.19. Any other services arising out of or incidental to the above or required of the Service Provider for the proper completion of the service in accordance with the true meaning and intent of the contract.

2.4. **Pest control** work required include but not limited to:
2.4.1. Fumigation,
2.4.2. Snake repellent,
2.4.3. Snake removal,
2.4.4. Bees removal,
2.4.5. Supply of bees trap,
2.4.6. Servicing of bees traps
2.4.7. Electronic Fly traps
2.4.8. Indoor populations of rodents, insects, arachnids, and other arthropods.
2.4.9. Outdoor populations of potentially indoor-infesting species that are within the Premises boundaries.
2.4.10. Nests of stinging insects within the Premises boundaries.
2.4.11. Birds, bats, moles, ants, small mammals, and all other vertebrates

2.4.12. and reptiles that are within the premises boundaries.
2.4.13. Individuals of all included pest populations that are incidental invaders inside the building, including winged termite swarms emerging indoors and wood borer insects.

3. Description of the services

3.1. This service covers the provision of vegetation control and pest control on an as and when required for Vryheid areas and surrounding in the KwaZulu-Natal (KZN) region on a 60-months contract.

3.1 Transnet Property reserves the right to approve or disapprove consumables (weed control agents, pest
control agents)

3.1.1 Only SANS or SABS approved material, consumables and equipment must be used.
3.1.2 The Service Provider must submit the specification and Material Safety Data sheets of all consumables two (2) weeks after the letter of award has been issue and accepted.
3.1.3 The Manufacturer's specification and application must be followed strictly.

3.2. The *Employer* shall:

3.2.1. Report to the Service Provider any irregular performance of or defect in, or damage to any items covered under this Contract.

3.2.2. Use the items covered under this Contract in a normal and proper manner, including preventing a material change in the use or usage or the overloading thereof.

3.2.3. Protect the items covered under this Contract against vandalism, abuse or misuse and accidental damage.

3.2.4. Ensure that the Site / Affected Property with regards to the equipment spaces comply with the applicable regulations and local bylaws.

3.2.5. At the request of the service provider, shall arrange for necessary shutdowns of services and equipment to facilitate the execution of the Service wherever possible during normal working hours.

3.3. Any disruptions which are deemed to be beyond the Service Provider control, and which result in the Service provider workmen having to leave an area in or on the Site / Affected Property shall be logged in the applicable report book.

3.4. Notwithstanding anything expressed or implied to the contrary in this Scope of Work, the Service Provider, shall plan and execute the Service in this Contract in such a way with sufficient consumables and materials available and with sufficient staff employed on Site / Affected Property.

3.5. The working of overtime is not intended under this Contract, and no overtime will be paid in respect of normal Service. Should an emergency arise, or where it is deemed necessary in the interests of the Employer, specific authority for such overtime must be obtained.

4. Management structures

4.1. Performances Measures

4.1.1. Should Service Provider fail to meet the Service Levels set out in performance table of this scope of work and further fail to remedy the Non-Performance in accordance with the remedy period indicated in a Notice of Non-Performance, it shall be liable to the Client for a Deduction only in respect of the Critical Items detailed in the Performance Index in Table 1 hereto and determined in accordance with the table below. Such Deduction shall be assessed on a daily basis and set off against any payments due by the Client to the Service Provider.

4.1.2. The Deduction shall be calculated by multiplying the Amount at Risk (5% of the contract value) by the cumulative weighting factors incurred over the measurement period.

Key Performance Area	Key Performance Indicator	Key Performance Target	Penalties
PM Schedule Compliance	% Compliance to escalation timeframes/scheduling timeframes/completion dates	100%	• 5 % of the monthly invoice, amount payable the following month • 3 consecutive non-conformances will result in termination of contract
Statutory Inspection Compliance	Maintaining statutory (OHS Act and other Regulations) compliance of the *Premises* and meeting the requirements	100%	• No non-compliances will be tolerated. • Immediate termination of contract for any non-compliance
Safety	Life Threatening Incidents	<0: Hours without LTI	• No non-compliances will be tolerated. • Immediate termination of contract for any non-compliance
Time to Quote	Average number of business days for the Service Provider to provide a quotation to Transnet	2 days (Dependant on nature and extent of works).	• 5 % of the monthly invoice, amount payable the following month • 2 days (Dependant on nature and extent of works).
Skills base and Staff compliment	As per skills list in the pricing data/ Scope of Works (SOW) requirements.	Full compliance on any inspection day (non- compliance will result in termination of contract)	• Deduction of the rate for the skill not found plus 20 % of the monthly invoice, amount payable the following month • 2 consecutive non-conformances will result in termination of contract
Environmental Contraventions	Environmental standards are regularly monitored, reviewed and maintained in accordance with all legal and regulatory requirements. Number of notices issued.	0	• No non-compliances will be tolerated. • Immediate termination of contract for any non-compliance

4.2. Management meetings

4.2.1. The Service Provider or its duly authorised representative on the Site/Affected Property shall be required to attend monthly (as needed) Co-ordination/Risk Reduction meetings with the Employer or his delegate at the Site/Affected Property to discuss the provision of Services, and the Service Provider warrants that any representative who attends such Co-ordination/Risk Reduction meetings on its behalf shall be duly authorised to do and to bind the Service Provider vis-a-vis all decisions taken and agreements reached. Minutes and records of such Co-ordination/Risk Reduction meetings shall be the responsibility of the Employer. Minutes will be made available to the Service Provider within seven (7) working days.

4.2.2. The Service Provider must present a monthly written report on the Services rendered by it, in respect of the Site/Affected Property. Unless the Employer prescribes otherwise, this report shall include the following:

- Name, address and telephone number of the Service Provider.
- Date of report and reporting period.
- Incidents/events.
- Problems, including administrative problems with the Employer experienced during reporting period.
- Any factors that affect, or may affect, the safety of the Site / Affected Property or people and equipment.

4.2.3. The Employer may request supplementary and interim written reports from the Service Provider.

4.3. *Service Provider*'s Management, Supervision and Key People

4.3.1. The Service Provider shall appoint on the Site / Affected Property a "competent" person in charge. Any instruction to him / her by the Employer shall be deemed to have been issued to the Service Provider. Whenever the representative (supervisor) is absent from the Site / Affected Property, a suitable person shall be appointed to act as his / her deputy.

4.3.2. The Service Provider shall ensure that at all times there is sufficient suitably qualified and experienced personal to provide the Service. The Service covered in this Contract must be executed under direct of a qualified supervision.

4.3.3. All employees provided by the Service Provider in terms of this Contract shall at all times be neat and properly clothed to the satisfaction of the Employer, the Employer reserves the right to request such employees to wear a uniform or overall, of a type, cut and design approved by the Employer and purchased by the Service Provider. Employees must be identifiable as employees of the Service Provider by means of their uniforms:

4.3.4. The Service Provider, or any agent or employee of his, must wear protective clothing where necessary. The Service Provider must supply the relevant protective clothing at his own cost and included in the pricing of the Service.

4.3.5. Personal hygiene must be maintained by the Service Provider's employees and agents at all times.

4.3.6. The Service Provider and its employees will maintain silence within reasonable bounds on the Site / Affected Property.

4.3.7. The salaries or wages paid by the Service Provider to his employees must at all times comply with the applicable statutory requirements in respect of minimum wages.

4.3.8. All training and evaluation costs as provided for in terms of this Contract shall be borne by the Service Provider.

4.3.9. It is the intention of both Parties that employees provided in terms hereof shall, as far as practically possible, not fail to carry out their duties as a result of any form of intimidation. Should intimidation of employees be suspected, the Service Provider shall take prompt action in conjunction with the South African Police Service to remedy the situation.

4.3.9.1. Such action shall, if deemed necessary by the Employer, include immediate replacement of the employees involved.

4.3.9.2. The Service Provider shall forthwith notify the Service Manager of any form of intimidation its employees may be subjected to.

4.3.10. Should the Employer at any time during the term of this Contract make any facility available to the Service Provider, the Service Provider shall, at its own cost maintain and keep such facility during the term of this Contract in a clean, tidy and sanitary condition and shall at the termination of this Contract for whatsoever reason, reinstate any such facility to the same condition in which it was when handed to the Service Provider, fair wear and tear excepted. The Service Provider will be liable for all electricity cost.

4.3.11. The Service Provider shall make his own arrangements in respect of the installation and provision of telephones at the Site / Affected Property at his own cost, should the Service Provider deem it necessary.

4.3.12. The employees of the Service Provider may only use toilet facilities that have been pointed out to them.

4.3.13. The employees of the Service Provider may use rest-room facilities that have been pointed out to the Service Provider (if available). However, it is not the duty of the Employer to make such rest-room facilities available.

4.3.14. The Service Provider shall further ensure that all workmen are fully aware of the conditions and requirements of this Contract and shall furnish all workmen with copies of all relevant Standard Specifications and Regulations.

4.3.15. If the Employer requires any information regarding any of the employees of the Service Provider who are involved in the rendering of the Service in terms of this Contract, the Service Provider will furnish such available information immediately.

4.4. Deliverables

4.4.1. The Service Provider shall submit the following reports, attached to all invoices:

4.4.1.1. Report on services delivered/performed;
4.4.1.2. Material used;
4.4.1.3. Completed checklist where applicable;
4.4.1.4. Ad hoc services requested where applicable;
4.4.1.5. Any and all staff and labour issues that can affect service delivery to Transnet Property;
4.4.1.6. Incident report summary as compiled. All incidents shall be reported as soon as they occur and a flash/notice report generated within the same shift. A detailed investigative report with corrective and preventative detail shall be submitted within 48 hours from the occurrence of the incident.

4.4.1.7. The weekly and monthly reports shall have a summary of key issues affecting the affected building or any major breakdowns etc. The Employer reserves the right to alter the format and information required on this report.

4.5. Documentation Control

4.5.1. The Employer will provide the Service Provider at the appropriate times with the Technical Information necessary to enable the Service Provider to complete the Services in accordance with the Accepted Plan and schedules. All Technical Information shall be and remains the property of the Employer and on demand and on termination of the Contract shall be returned to the Employer.

4.5.2. During the progress of the Services/Task and prior to their completion, the Service Provider will submit to the Employer any Documentation as requiring submission to the Employer prior to completion of the Contract/Task.

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

4.5.4. 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 Service Provider's Services.

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

4.5.6. 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 Service Provider.

4.5.7. The Service Provider 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 Service Provider at agreed intervals.

4.5.8. The Employer will have the right at all reasonable times to inspect the Documentation of the Service Provider.

4.5.9. 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 Service Provider under the Contract will become the property of the Employer.

4.5.10. Approval given by the Employer shall not relieve the Service Provider from responsibility for due performance of this Contract and adherence to Technical Information provided by the Employer. The Service Provider shall protect and save harmless the Employer and Employer's employees against all losses, expenses, demands, errors or omissions detailing of the Service Provider, its sub-contractors, agents or employees in the provision of any Documentation under the terms of the Contract. To this end, it shall be the Contractor's responsibility to arrange professional indemnity cover through an insurance company acceptable to the Employer, the limits of such cover to be determined by the Employer in relation to the Service.

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

4.6. Invoicing and Payment

4.6.1. The Service Provider shall submit below documents: -
4.6.2. Fully completed and signed **SERVICE COMPLETION NOTES**,
4.6.3. Fully completed **INVOICE-** indicate each site worked, number of square metres serviced, rate per square metre and total price per site.

4.6.4. Payment will be made thirty (30) days from the date of receipt of the Service Provider's signed invoice and credit notes.

4.6.5. **"A tax invoice in South Africa must include the following information to be considered valid and compliant with the VAT Act:**

- **Supplier's details**: Name, address, and VAT registration number.
- **Recipient's details**: Name, address, and VAT registration number (if applicable).
- **Unique invoice number**: A sequential number that uniquely identifies the invoice.
- **Date of issue**: The date on which the invoice is issued.
- **Description of goods/services**: A clear description of the goods or services provided.
- **Quantity and total**: The quantity of goods or extent of services provided and the unit price, excluding VAT.
- **VAT rate and total VAT charged**: The VAT rate applied and the total VAT charged.
- **Total amount payable**: The total amount payable, including and excluding VAT.
- **Payment terms**: The due date and any discount conditions. For transactions exceeding R5,000, a full tax invoice is required, while for transactions between R50 and R5,000, an abridged tax invoice is permissible. If the transaction is R50 or less, a tax invoice is not required, but a document such as a till slip or sales docket indicating the VAT charged by the supplier will be required to verify the input tax deducted."

4.6.6. Supporting documentation must be furnished in respect of all materials / Consumables / detergents and sub-contract service bought out in the form of copies of *Contractor*/s invoices or copies of priced delivery notes. Notwithstanding the foregoing, the Service Manager or appointed *Employer* representative shall have the right to call for invoices rendered by *Contractor*s to the *Contractor* in respect of materials purchased and shall be entitled to withhold the issuing of the payment certificate to the *Contractor* until such information / documentation have been furnished to the *Employer*, provided that, in respect of additional documentation required by the *Employer*, the *Employer*'s instruction shall have been given to the *Contractor* in sufficient time before any such payments certificate became due.

4.6.7. No payment for the labour portion of this contract will be considered without supporting documentation verifying the activity schedule execution against the approved cleaning schedule plan for the applicable period.

4.6.8. Payment will be made thirty (30) days from the date of receipt of the *Contractor*'s signed invoice and credit notes.

4.6.9. In the event that any emergency service / work / task order or overtime is provided at the *Employer*s request and subsequent inspection does not reveal any defect for which the *Contractor* is responsible the *Contractor* reserves the right to charge the *Employer*, in accordance with the agreed day work rates plus all travelling.

4.6.9.1. Full description of Service / Task performed. (In respect of emergency callouts, the time and date and name of the person who called the Contractor must be indicated).

4.6.9.2. Fixed monthly contracted services performed.

4.6.10. In the event that any emergency service / work / task order or overtime is provided at the Employers request and subsequent inspection does not reveal any defect for which the Service Provider is responsible the Service Provider reserves the right to charge the Employer, in accordance with the agreed day work rates plus all travelling.

4.7. Training Workshops and Technology Transfer

4.7.1. All training and evaluation costs as provided for in terms of this Contract shall be borne by the Service Provider.

4.8. Information accumulated at the End of the Service Period for the Employer's Use

4.8.1. Information

a) The Employer will provide the Service Provider at the appropriate times with the Technical Information necessary to enable the Service Provider to complete the Services in accordance with the Accepted Plan and schedules. All Technical Information shall be and remains the property of the Employer and on demand and on termination of the Contract shall be returned to the Employer.

4.9. Management of Work Done by Task Order

4.9.1. The Service Provider shall in the event of the Employer requesting Services other than those described in this Scope of Work, submit a detailed estimate for such work to the Service Manager and obtain approval from the Employer before attending to the work.

4.9.2. No work other than that described in the Scope of Work will be done by the Service Provider without a Task Order (official order number) issued to the Service Provider by the Service Manager. This Task Order (order number) will refer to a complaint number and details regarding the work that must be attended to by the Service Provider in writing.

4.9.3. Should the Service Provider in the course of performance of the Service become aware of the necessity for any emergency work, such emergency will forthwith be reported to the Transnet Property representative for further instructions, provided that nothing herein contained will preclude the Service Provider or relieve the Service Provider from the obligation of taking all such immediate and reasonable steps as may in the circumstances be necessary for the proper maintenance and upkeep of the Installations and the safety of the user(s). The Service Provider shall at all times, follow and implement the specified and mandatory safety procedures.

4.9.4. The Service Provider will not be entitled to preferential consideration in respect of new work in the site/ Affected Property. The Employer reserves the right to employ other contractors on an open tender basis where works are done on a project basis and not be a Term Service Contract.

4.9.5. The Employer reserves the right to execute any work covered under this Contract with his own employees.

4.9.6. Should it be required from the Service Provider to affect additional work not priced in this Contract such additional work will be identified and cost in terms of the Price List / Labour Rates as per this Contract.

4.9.7. Any additional work required beyond the scope of this Contract is to be noted as a quotation. Quotations for the additional work are to be received by the Employer within 7 days.

4.9.8. Where the Price (material or labour, or material and labour) is not stipulated in the Price List/Rates or is not of a similar nature the cost will be based on a fixed labour price as per Price List / Rates (during normal working hours) plus material content (excluding that in the Equipment clause) based on proven cost (Service Provider/s quotations with deductions for all discounts, rebates and taxes which can be recovered) plus a agreed percentage Fee. Refer to Price List / Rates.

4.9.9. The Service Provider must provide his job cards specifying detail of works, this Task Order (official order number(s)) and breakdown of cost into labour and material (for non-Activity Schedule work) and signed off by the Transnet Property representative. In addition to the original completed job card submitted with his account / invoice, the Service Provider must submit a copy of the job card to the Transnet Property representative for audit purposes and retain a third copy for his official records.

5. Health and Safety, Environment and Quality Assurance

5.1. Health and safety, Risk, Environmental Constraints and Management

5.1.1. The Service Provider 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 with regard to the Service, and he 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 Service Provider undertakes to indemnify the Employer against all losses, costs, damage or expenses caused by the Service Provider'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 Service Provider, the Employer may, although it is not obliged to do so, directly make the 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 Service Provider, or it shall be recovered from him.

5.1.2. The Service Provider shall comply with the Occupational Injuries and Diseases Act. (Act 130 of 1993) and any amendments thereof: The Service Provider shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.

5.1.3. The Service Provider shall comply with the Occupational Health and Safety Act (Act No. 85 of 1993). The Service Provider is, in terms of section 37(2) of the Act deemed to be an employer in his own right with duties as prescribed in the Act and agrees to ensure that all work will be performed or machinery or plant will be used in accordance with the provisions of the Act, that all persons in his employ, other persons at the place of any work performed by him and under his control and other persons who may be directly affected by his activities are not exposed to hazards to their health and safety, with particular reference to both the performance of the Service and the safety of the Installation maintained in terms of this Contract. This Contract and all documents attached or referred to, form an integral part of this Contract and procedures mentioned in the aforementioned section of the Act.

5.1.4. The Service Provider shall at his own costs at all times comply with the provisions of all such Laws, Provincial Ordinances, Local Authority Bylaws and all relevant Regulations framed there under which are applicable to the Service to be undertaken.

5.2. Quality assurance requirements

5.2.1. All work must be executed in accordance with prevailing industry norms and standards relating to quality. In this regard, the Service Provider will be expected to draft quality plans for the Transnet Property representative from time to time. Emphasis must be on improving system reliability and on ensuring that rostered maintenance work is indeed performed as and when required.

6. Procurement

6.1. Equipment

6.1.1. The supply of Equipment not covered in this Contract will be charged at nett cost plus a Fee as recorded in this Contract.

6.1.2. The Service Provider shall ensure that any and all material procured by the Service Provider for this Contract, are obtained at least at rates that are available to the Employer for similar material. Should the Service Provider obtain material at a premium and should the Employer be able to prove that the Service Provider did not endeavour to minimise the higher rate/s, the Employer may select not to reimburse the Service Provider for the portion of the price for which the Service Provider paid a premium. A minimum of Two (2) competitive quotes shall be sourced by the Service Provider for such material to be supplied.

6.1.3. Only Equipment of the best quality and approved by SANS and / or satisfying the manufacturer's requirements are to be used in the execution of the Service and the Service is to be performed in a proper workmanlike manner to the full satisfaction of the Employer or any statutory institution.

6.1.4. Consumables, Equipment used must meet the original manufacture’s requirements. Only parts that are correctly designed, manufactured and suitable in all respects shall be used. Any alternative replacement needs to be approved by the Employer and conform to SANS specifications and must where possible carry an appropriate mark of approval.

6.1.5. The Service Provider shall provide and keep or have a list of all consumables. The Employer reserves the right to inspect the inventory list at any time during the term of this Contract.

6.1.6. No Plant, Material and Equipment shall be shipped or delivered to Site/Affected Property until permission has been obtained by the Service Provider from the Employer that these may be delivered.

6.1.7. Except where specifically stated otherwise, the transport to, off-loading, positioning, stacking and storing on the Site/Affected Property of all material, consumables etc. used in connection with the Works by the Service Provider shall be the responsibility of the Service Provider, including all necessary supervision, labour and equipment for this purpose.

6.1.8. All Equipment stored on Site/Affected Property must be suitably protected and secured against deterioration through any cause whatsoever, including damage or loss by theft or otherwise. The Service Provider shall remain fully responsible for all material and plant etc. until the completed Works are handed over to, or have been officially accepted by the Employer.

6.1.9. The Service Provider shall be responsible for the provisioning of all material, products, consumables (weed control agents) that might be needed in order to render an efficient Service at his own cost and included in the Price List / Labour Rates.

6.1.10. The Employer reserves the right to take samples of any consumables and or material supplied by the Service Provider for analysis if deemed necessary

6.2. Correction of defects

6.2.1. If the Employer decide that any work done by the Service Provider is defective or not in accordance with the Contract or does not fulfil the requirements of the Contract and as soon as reasonably practicable give to the Service Provider notice in writing of such decision giving particulars of the alleged defect, the Service Provider shall with all speed make good the defects so specified.

6.2.2. Should the Service Provider fail to fulfil any of its obligations in terms of this Contract or should such Service not be completed with due diligence and in a proper and workmanlike manner to the satisfaction of the Employer and should the Service Provider fail to remedy such breach within the timeframe from the date of written notice from the Employer calling upon to do so, the Employer shall have the right without prejudice in terms of this Contract or at law, without further notice to the Service Provider:

6.2.2.1. Appoint another person other than the Service Provider to complete the Service in question and to recover from the Service Provider all cost to complete the work in question plus an administration costs of twenty five (25) percent (%) of the price the other Service Provider charge the Employer to complete the Service, or

6.2.2.2. Cancel this Contract and recover from the Service Provider any damages that it may suffer as a result of such cancellation and / or breach.

7. Working on Affected Property

7.1. Employer’s site entry and security control, permits, and site regulations

7.1.1. The Service Provider shall at all times ensure that its employees, agents, representatives, specialist-,

7.1.1.1. Comply with all security measures and directives imposed by the Employer, or his delegate, tasked with managing the Services in or on the Site / Affected Property.

7.1.1.2. Keep the access gates / doors locked at all times. If any security problems are noticed, the Service Provider shall immediately notify the Transnet Property representative.

7.1.1.3. Shall in terms of this Scope of Work when on duty (unless the Employer should decide otherwise), wear an identity disc, tag or other device as agreed upon between the Parties. For the purposes of this Scope of Work, an identity disc, tag or other device prescribed by the Employer shall at least contain the following information in respect of the Service Provider’s personnel:

- a colour photograph of the relevant member
- full names and surname
- employee number

7.1.1.4. The identity disc shall at all times be visibly displayed on the employee’s person while he/she is on the Site / Affected Property. The necessary control must be exercised over such identity discs to prevent them from falling into unauthorised hands. The Service Provider will be liable for the replacement cost of lost identity disc.

7.1.1.5. All employees of the Service Provider will be subject to the requirements set out in section 2(2) of the Control of Access to Public Premises and Vehicles Act, 53 of 1985.

7.1.1.6. A list of names of employees that will be working on the Site / Affected Property during a given time must be made available to the Transnet Property representative. Should any exchange of personnel take place, the Transnet Property representative must be informed accordingly in writing. Unidentified employees, and employees whose names do not appear on the list, will not be allowed to enter the Site / Affected Property.

7.1.1.7. Employees of the Service Provider may not walk about without any purpose on the Site / Affected Property and may not use chairs and seats in public areas for purposes of relaxation.

7.1.1.8. Employees of the Service Provider have, subject to the terms of this Scope of Work, admission to all areas to perform their duties subject to approval by the Employer / Tenant. If a service does not have to be performed at a specific stage in a specific area, no admission is permitted. The Service Provider must make provision in his costing for access delays in security areas.

7.1.1.9. Any disruptions which are deemed to be beyond the Service Provider's control, and which result in the Service Provider's workmen having to leave the Site / Affected Property shall be logged in the applicable report book.

7.1.1.10. Within seven (7) days of the Contract Date and before such employee enters the Site / Affected Property to perform the Service, the Service Provider shall furnish the Transnet Property representative with the full names, identity numbers, residential addresses, two recent passport photographs and such other items of information as may be required by the Transnet Property representative, in respect of all persons who will be employed by the Service Provider to undertake work at the Site / Affected Property in terms of this Contract.

7.2. People restrictions, hours of work, conduct and records

7.2.1. Service operations will be performed at the agreed upon times between **Monday to Sunday.**
7.2.2. The Service Provider shall at all-time render service that enhance and maintain at minimum the corporate image of Transnet Property.
7.2.3. The Service Provider shall at all-time render service that is in line with Transnet Property's values and ethics.
7.2.4. The Service Provider must exercise the highest possible standards of conduct in performing their duties in accordance with this Agreement.
7.2.5. The Service Provider shall, upon receipt of written request from Transnet Property, provide Transnet Property with copies of all the Service Provider's operating procedures and processes relating to the Services.
7.2.6. The Service Provider is responsible for overall management and supervision of the contracted staff performing duties at the Premises in accordance with the provisions of this Agreement.
7.2.7. The Service Provider must ensure that a competent site manager is appointed as required ensuring deliverables and quality of service delivery.
7.2.8. The Service Provider shall immediately inform Transnet Property in writing if any contracted staff is found guilty of improper conduct.
7.2.9. It is expected from the Service Provider to ensure that all duties and tasks to be performed on site are adhered to.
7.2.10. The Service Provider must exercise reasonable skill, care and diligence in the rendering of the services and the performance of its obligations to Transnet Property.
7.2.11. The Service Provider shall provide written reports on progress made in the rendering of the Services to Transnet Property at such intervals and in such format as may be determined at the sole discretion of Transnet Property.
7.2.12. Transnet Property shall be entitled to request additional information pertaining to any matters or issues raised in or relevant matters or issues omitted from a progress report.
7.2.13. In the event of an unusual occurrence, the Service Provider shall submit an Incident Report to Transnet Property representative within twenty-four (24) hours.
7.2.14. Any and all reports prepared during the term of this contract shall become the property of Transnet Property.
7.2.15. Where services are deteriorating a service improvement plan can be requested on how services will be improved.

7.2.16. The Service Provider shall ensure that all necessary equipment, services or material as required are kept in the condition as required by law, regulations and procedures and readily available for Transnet Property to inspect and test without prior notice.

7.2.17. The Service Provider shall, in the provision of the Services, have due regard to the operational requirements of Transnet Property and the Premises and other parties occupying or operating from the Premises and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.

7.2.18. The Service Provider shall ensure that it and its contracted staff and site manager shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the Premises

7.2.19. Should Transnet Property at any time believe that any of the Service Provider's personnel is failing to comply with any such procedures or policies, Transnet Property shall be entitled to deny such person access to the relevant Premises and require the Service Provider to replace such person without delay.

7.3. Personnel Standards

7.3.1. Service Provider staff must be:

7.3.1.1. able to communicate the official language of Transnet which is English;
7.3.1.2. physically fit to perform the tasked duties as required;
7.3.1.3. presentable, clean, neat and portray a professional image at all times whilst conducting their duties in a professional manner;

7.3.2. Service Providers staff must at all times be alert, vigilant and professional in their approach, behaviour and actions and the following deviations will be regarded as extremely serious and may be regarded as sufficient reason to ask the Service Provider to remove a particular Service Provider's staff(s) from the Premises permanently:

7.3.2.1. Absence without proper notification;
7.3.2.2. Accepting any gifts or bribes in the line of duty;
7.3.2.3. Conduct unbecoming of a contracted staff or prejudicial to discipline, either on or off duty;
7.3.2.4. Drinking intoxicating liquor or using intoxicating substances while on duty or reporting for duty in an intoxicated condition;
7.3.2.5. Enabling any person to secure stolen property from the Premises;
7.3.2.6. False reporting;
7.3.2.7. Negligence in the application of Transnet instructions, after being duly informed thereof;
7.3.2.8. Sleeping on duty or neglecting his/her duty;
7.3.2.9. Using or carrying a weapon;
7.3.2.10. Unnecessarily harsh or violent conduct or using profane language while performing his / her duties in accordance with this Agreement;
7.3.2.11. Wilful disobedience of instructions, orders of a superior or a reasonable request by Transnet Property;
7.3.2.12. Failing to report any security incident or safety hazard either observed by the Service Provider's staff or brought to his/her attention by another person;
7.3.2.13. Failing to wear the prescribed clothing or identification when on duty.
7.3.2.14. Failing to present an acceptable image or an upright position, or to deal with any person in a respectful manner. This implies that a Service Provider's staff shall not sit when he/she should be standing and shall not lounge about, smoke, eat, drink, read or occupy him/herself with any distracting activity while attending to any person in the performance of his / her duties.

7.3.3. The Service Provider's staff may be subject to breathalyser testing by Transnet or Representative Contractors prior to the granting of permission onto its Site.

7.4. Health and safety facilities on the Affected Property

7.4.1. The Service Provider undertakes to comply with the Employer's safety and emergency measures and procedures the Site / Affected Property.

7.4.2. The Service Provider's procedures for the procurement, storage, handling, transporting, application and general use of chemicals shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authorities.

7.4.3. The Service Provider shall not use or keep any poisonous or highly flammable materials on the Site / Affected Property without the approval of the Transnet Property representative, for the rendering of the Service or for whatever purpose.

7.4.4. The obligation to take care of and protect the Service and everything connected therewith shall rest solely with the Service Provider who shall take all necessary precautions to protect Others, the property of the Others, the property and personnel of the Employer from damage or injury, and to protect adjoining properties from trespass or damage during the Service.

7.4.5. The Service Provider shall inform the Employer verbally and in writing and act immediately on any potentially hazard or undesirable situation which may cause harm to persons, or which may damage or reduce the life expectancy of the Installation, even if the hazardous or undesirable situation does not form part of the Service Provider's responsibilities.

7.4.6. The Service Provider may not do or leave or permit anything on the Site / Affected Property that, in the opinion of Transnet Property representative, might cause any damage to the property or that might be a nuisance or burden or danger or possible nuisance or burden or danger to any person on / in the Site / Affected Property.

7.4.7. The Service Provider shall be obliged to display neat warning signs of which the size and design are of such a nature they are easily visible, at all places where the Services are undertaken by the Service Provider, and where the rendering of the Services might cause injuries to any person, in order to focus the attention of such person on the Services that are undertaken in that area.

7.4.8. Special condition: It is hereby specially stipulated that, during the period of this Contract, the Service Provider will be obliged to do everything that might be necessary and practically feasible in order to ensure that all signs, printing, notices or documents that are displayed on / in the Site / Affected Property, will appear in English plus at least one other official language.

7.5. Records of Service Provider's Equipment

7.5.1. The Service Provider shall have all their Tools and Special Equipment, necessary for the execution of the works, either on site or readily available at their premises and shall be recorded and certified.

7.5.2. The Service Provider shall complete or generate an inventory list of their equipment and update inventory lists systems on a continuing basis (equipment type and location).

7.6. Site services and facilities

7.6.1. Provided by the Employer

N/A

7.6.2. (Shall at the termination of this Contract for whatsoever reason, reinstate any such facility to the same condition in which it was when handed to the Service Provider)

7.6.3. Provided by the Service Provider

7.6.3.1. The Service Provider shall make his own arrangements in respect of the installation and provision of telephones at the Site/Affected Property at his own cost, should the Service Provider deem it necessary.

7.7. Tests and inspections

7.7.1. The Employer or its duly appointed Transnet Property representative shall retain the right to witness and/or verify the performance of any Service by the Service Provider at any time.

7.7.2. Independent inspections: the Employer shall have the right to authorize the inspection of individual equipment inspections shall be promptly communicated in writing to the Service Provider. Should any defects or remedial work be required in terms of this Contract, the Service Provider shall expeditiously undertake it within a mutually agreed time period the corrective work. When the Service Provider's work has been completed satisfactorily, the Employer or its duly appointed inspector shall be notified in writing. A further follow-up inspection by the Employer or its inspector may be conducted.

7.7.2.1. Should the follow-up inspection show that the work as agreed and undertaken by the Service Provider has not been satisfactorily carried out; the procedure shall be repeated until the established standard of service has been attained. The cost for the follow-up inspection shall be borne by the Service Provider.

7.7.2.2. Notwithstanding the Employer's rights in terms of this Contract, the Service Provider shall refund the Employer its costs associated with the reapplication where the Service Provider has not completed work satisfactorily as agreed.

7.7.2.3. The independent inspections shall in no way limit the Service Provider's responsibility with respect to any obligation or liabilities in terms of this Contract.

8. List of Drawings

8.1. There are drawings provided by the Employer in respect of this works as and when required.
8.2. Service Provider will submit a request to a Transnet Property representative for more info and full detail of Transnet land.
8.3. All work shall be executed on an As and when required bases, with more yards to be included or changed.

9. Work sites, Stations and Yards

9.1. Maintain grass areas in and around the yard along site the roads and the entrance to a maximum height of 100 mm.
9.2. Prune lower branches of trees to facilitate view for security and safety purpose.
9.3. All garden refuses generated by the Service Provider in the normal scope of his work will be removed from site and disposed of by the Service Provider and dumped at an approved dumping site.
9.4. Maintain grass areas in and around the yard along site the roads (to be specified).