



**PROVISION OF CLEANING AND HYGIENE  
SERVICES AT VARIOUS TRANSNET  
ENGINEERING SITES (RICHARDS BAY,  
GOLELA, MANDINI, VRYHEID, NEWCASTLE,  
VOLKSRUST, LADYSMITH AND GLENCOE)  
FOR 4 MONTHS.**

**REFERENCE No: FAI\_ASSET\_DBN\_SOW\_054**

**Revision 0**

**Date of release: FEBRUARY 2024**

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Signature of Bidder/s: \_\_\_\_\_

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## 1. Purpose of this document

Appointment of a contractor to provide the cleaning and hygiene services that covers the cleaning of offices, auditorium, lecture rooms, boardrooms, foyers, guard rooms, permit offices, kitchens, shops/canteens, stores (offices and toilets situated inside stores, not the area where the stock is kept), workshops ( offices, Letsemas, urinal units and toilets situated inside workshops), Mess & ablutions, toilets, windows, passages, stairs, glass facades, basement, library, gym areas, lifts and all other areas listed in the Frequency list, for 3 months.

## 2. Definitions

In this document: -

- **“Cleaning”** means removal of gross contamination, organic material, and debris from the premises or respective structures, via mechanical means like sweeping (dry cleaning) and/or the use of water and soap or detergent (wet cleaning). The goal is to minimize organic material so disinfection can be effective.
- **“Specifications”** the document which is referred to in the contract 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;
- **“Deep cleaning of building”** means the process of cleansing a building or part of a building to remove contaminants such as microorganisms or hazardous materials. The cleaning involves application of disinfectant to all touch points, working surfaces as well as walls and floors.
- **“Disinfection”** means methods used on surfaces to destroy or eliminate a specific species of infectious microorganism through physical (e.g. heat) or chemical (e.g. disinfectant) means. A combination of methods may be required.
- **“Routine cleaning”** is when offices and operational areas are cleaned continually and regularly with the sole purpose of keeping the area neat and clean from visible dirt, dust, spills, hazardous materials.
- **“Service”** means the work, functions, tasks, services to be rendered , and / or goods to be supplied by the Service Provider, including any subsequent variations or changes to such work, functions, tasks, services, or goods as may be agreed in terms of this the contract (Deliverables);
- **“Supervisor”** means any person appointed by the Service Provider from time to time to be on-site and responsible for the management of the Service Provider’s staff and service provided in terms of this Agreement;

## 3. Technical requirements/ Standards

The specifications and standards below are incorporated and made part of this document and should be read in conjunction with this specification:

- Occupational Health and Safety Act (Act 85 of 1993).
- The Hazardous substance Act (Act 15 of 1973).

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- The Environmental Conservation Act (Act 73 of 1989).
- The Compensation of Occupational Injuries and Diseases Act (Act 130 of 1993).
- The Basic Conditions of Employment Act (Act 75 of 1997) and Sectoral Determination 1: Contract Cleaning Sector.
- Any other applicable legislation, regulation and standard.
- National Minimum Wage Act, No. 9 of 2018, and subsequent amendments.
- The National Regulator for Compulsory Specifications (NRCS) in South Africa (Act 5 of 2008): V8054

Any other applicable legislation, regulation and standard. Except where otherwise provided for in the specification, all equipment offered will comply with the requirements of the relevant standard specifications of the SABS / SANS.

- 3.1 Where equipment offered complies with the recognized standards of the country of manufacture and not specifically with the standards required by this specification, such equipment will be considered at the discretion of Management. In this case, tenders shall state fully all respects in which the equipment departs from the standard laid down in this specification.
- 3.2 The successful tender will at the conclusion of the installation provide a document along the lines “that the installation complies with national/international requirements and that all selected /designed items are compliant with Act 85 of 1995 and SABS practices applicable to the installation.

#### 4. Scope of work

This specification is for the:

#	TASK	REQUIRED
1	Cleaning and hygiene including deep cleaning	✓
2	Supply of consumables	✓
3	Installation	
4	Documentation	✓

Of the specified:

#	ITEM	REQUIRED
1	Cleaning and hygiene services at Richards Bay, Golela, Mandini, Vryheid, Newcastle, Vooruitsig, Ladysmith and Glencoe (for additional information, read schedule 1, annexure 1 and SHE specification.	✓
2	Washing of vehicles.	✓

- The cleaning and hygiene services will be required for the duration of 3 months.
- **Any omissions or sub-standard requirements of this specification shall be brought to the attention of TE at tender stage.**

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#### 4.1 Specific requirements

Any person with the intention of tendering for cleaning and hygiene services contract shall ensure that the information below is complied with. The specification requirements are binding and shall be complied with.

#### 4.2 Services

- Cleaning, Health & Hygiene services, including providing cleaning equipment and consumables.
- Routine cleaning, disinfection, 1 monthly deep cleaning and sanitization.
- High touched areas cleaning.
- Distributing toilet paper rolls to selected toilet cubicles.
- Servicing the SHE bins once a week.
- Providing and replacing of the following consumables and cleaning agents such as dish washing soap, detergents, polish, lining bags for bins, plastic/refuse bags, toilet liquid soap, and disinfectants.
- Washing, polishing the interior and vacuuming vehicles, once a week.
- **This specification states the minimum requirements relating to the contract and in no way absolves the contractor from the responsibility for sound cleaning and hygiene practices.**
- **All premises shall be cleaned and equipment serviced, the contractor shall not leave premises uncleaned.**

#### 4.3 Requirements for the disinfectant chemical;

- a) Must be a disinfectant with proven activity against enveloped viruses to minimize the risk of transmission for SARS-CoV-2.
- b) Must contain any of the following as an active ingredients which have been approved by the World Health Organization (WHO), and Centers for Disease Control and Prevention (CDC):
  - Chlorine-containing disinfectant, peroxyacetic acid and chloroform except for chlorhexidine.
  - 70 % Alcohol recommended
  - Hydrogen Peroxide
  - Phenolic compounds
  - Quaternary ammonium compounds
  - And any other chemical that is listed under **List N** of the approved chemicals under the **Environmental Protection Agency (EPA)**
- c) Must be adequately diluted to actively work against the virus and any other micro-organisms on porous and non-porous surfaces.
- d) Must be completely safe to use on any surface including soft furnishings, sensitive electronic and electrical equipment.
- e) Must not cause any harm to humans, animals or plants.
- f) Must provide for the elimination of bacteria, germs and viruses.

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4.4 The following tables provide more details on areas to be serviced:

#### 4.4.1 Richards Bay

Item no.	Area	Number of cleaners during week days (7h00 to 15h30)	Number of cleaners during week-ends (7h00 to 11h30)	Number of cleaners during week-ends (18h00 to 6h00)	Dimensions
1.	Insezi Locomotives	6	2	2	4141m <sup>2</sup>
2.	Insezi Wagons	6	2	0	4358m <sup>2</sup>
3.	Insezi Yard	1	1	0	689m <sup>2</sup>
4.	Skoonkaai	1	1	0	475m <sup>2</sup>
5.	2279 Locomotives , departure yard and Arrival yard (park home)	1	0	0	477m <sup>2</sup> , 150m <sup>2</sup> and 9m <sup>2</sup>
6.	South Dunes	4	2	0	2743m <sup>2</sup>

- Number of vehicles to be washed and vacuumed once a week is 27.

#### 4.4.2 Richards Bay toilets and she bins quantity

Item no.	Area	Male toilets	Disabled toilets	Female toilets	She bins
1.	Richards bay (insezi locomotives)	22	3	15	14
2.	Richards bay (insezi wagons)	7		10	9
3.	Richards bay (insezi yard)	3		2	2
4.	Richards bay(skoonkaai)	4		2	2
5.	Richards bay (2279)	4		3	3
6.	Richards bay (south dunes wagons)	8		8	8
7.	Richards bay (south dunes Wheels)	3		3	3
8.	Richards bay (departure yard)	2		2	2
9.	Richards bay (Incoming)	Sharing 1 toilet		Sharing 1 toilet	0

Signature of Bidder/s: \_\_\_\_\_

Date: \_\_\_\_\_

#### 4.4.3 Ladysmith, Newcastle and Glencoe

Item no.	Area	Number of cleaners during week days (7h00 to 15h30)	Number of cleaners during weekends (7h00 to 11h30)	Number of cleaners during weekends (18h00 to 6h00)	Comments
	<b>Ladysmith</b>				
1.	Wagons	1	1	0	245m <sup>2</sup>
2.	Locomotives	3	0	2	4521m <sup>2</sup>
	<b>Newcastle</b>				
3.	Wagons	2	0	0	3433.1m <sup>2</sup>
4.	Locomotives	1	0	1	965m <sup>2</sup>
5.	Iscor site	0	0	0	Bidder to submit rates for 1 cleaner (ad hoc).
6.	Vooruitsig	1	0	0	Included in Wagons Depot dimensions
7.	<b>Glencoe</b>	1	0	0	200m <sup>2</sup> , 19m <sup>2</sup>

#### List of vehicles to be washed and vacuumed once a week

- Ladysmith Depot- Locomotive (2 trucks, 8 bakkies).
- Ladysmith Depot – Wagons (3 bakkies).
- Glencoe – Wagons (1 truck, 2 bakkies).
- Newcastle Depot - Wagons (3 bakkies).

#### 4.4.4 Ladysmith, Newcastle and Glencoe Mandini toilets and she bins quantity

Item no.	Area	Male toilets	Disabled toilets	Female toilets	She bins
1.	Ladysmith (wagons)	1	0	2	1
2.	Ladysmith (locomotives)	23	0	6	4
3.	Newcastle (wagons)	7	0	6	6
4.	Newcastle (locomotives)	2	0	2	2
5.	Vooruitsig	1	0	1	1
6.	Glencoe (wagons and maintenance)	1	0	3	1

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#### 4.4.5 Vryheid

Item no.	Area	Number of cleaners during week days (7h00 to 15h30)	Number of cleaners during weekends (7h00 to 11h30)	Comments
1.	Vryheid	2	0	1883m <sup>2</sup>

List of vehicles to be washed and vacuumed once a week

- Vryheid Depot – Wagons (5 bakkies and 1 truck).

#### 4.4.6 Vryheid toilets and she bins quantity

Item no.	Area	Male toilets	Disabled toilets	Female toilets	She bins
1.	Vryheid (wagons)	10	0	6	4
2.	Vryheid (yard)	3	0	1	1

4.5 Operating environment  
Indoors and outdoors

#### 4.6 **Special requirements**

- Windows (including windows for high buildings) shall be cleaned.
- The contractor shall have certification to work at heights. The valid certificates for every employee who would work at heights shall be submitted to TE, as part of the safety file.
- This contract includes washing and vacuuming the vehicles.
- When the need arises for night shift work, the contractor shall avail its staff members as per the requirements of TE.
- The contractor shall submit a quote for ad hoc night shift work.
- This contract includes washing and vacuuming the vehicles.

#### 5. **Quality controls**

- The contractor shall contact the Risk & Safety office and arrange with the Transnet Contracts Manager for SHE induction training and ensure that all his/her staff and new staff attend this training before he/she allows them to commence working inside Transnet Premises. This also applies to sub-contractors that may be used. The principal contractor is responsible for sub-contractors they use.
- Relieve workers shall be part of safety file.
- The Contractor shall comply with the Occupational Health and Safety Act 85 of 1993 and its regulations.
- The supervisor, a responsible employee of the contractor shall be present on site at all times (fulltime on site) to manage day-to-day activities. This representative shall be able to prove possession and proficiency in the use of a cellular phone on which he/she may be contacted at all reasonable hours. He/she shall also be able to contact the owner in the event of an emergency or for the purpose of urgent reporting. He/she shall be proficient in English and be literate and able to communicate with Transnet Management when necessary.

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- The responsible person will be required to be able to manage the staff of the contractor on site and ensure all Transnet requirements are met including submission of reports required by Transnet.
- The contractor shall maintain the Health and Safety management file and provide a cleaning checklist to be used by cleaning personnel to ensure that work is carried out according to specified cleaning schedule.
- The Contractor shall provide a first aid box with applicable medical sundries for his/her staff. Contractor's staff is not accommodated by the Transnet clinic. In the event of an emergency the clinic will assist and costs incurred will be for the account of the Contractor.
- The contractor shall maintain the Health and Safety management file and provide a cleaning checklist to be used by cleaning personnel to ensure that work is carried out according to specified cleaning scheduled.
- The Contractor shall have a trained first aider and a SHE representative trained in health and safety, at least 5% of total workforce shall be trained in first aid. Certificates shall be attached in the safety file.
- MSDS sheets (which are in accordance with hazardous chemical substance regulations framed under the occupational health and safety act, Act 85 of 1993) of all chemicals used shall be provided by the Contractor to Transnet Management prior to commencement of this contract.
- The contents of such MSDS's shall be explained to the contract staff.
- It shall be in the prescribed 16-point format and a copy shall be kept by the contractor's responsible person on site.
- It is the contractor's responsibility to provide the appropriate safety wear/equipment to his employees.

## 6. General requirements

6.1 The following list the recommended personal protective equipment (PPE) to be used.

- Uniform clothing
- Goggles/Face shields.
- Nuisance Dust masks.
- Appropriate respirators for chemicals.
- Hearing Protection.
- Sun Hats.
- Sunscreen.
- Overalls.
- Steel toecap gum boots/safety boots & socks.
- Aprons (full length).
- Gloves.
- Rain gear.
- Reflective jackets.

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Date: \_\_\_\_\_

The Service Provider shall be responsible for the following:

- a. Ensuring that all employees under his employment wear disposable gloves and masks for all tasks in cleaning process, including handling trash.

Additional Personnel Protective Equipment (PPE) might be required based on the cleaning/disinfectant products used and whether there is a risk of splash.

- b. Ensuring that employees under his or her employment are trained adequately on correct use of the above-mentioned PPE to protect the surrounding areas.
- c. Should a toilet, urinal or washbasin get blocked, the Service Provider must attempt to unblock it by means of a rubber pump or any other domestic equipment.

If his attempts are unsuccessful the Service Provider's personnel will provide an "out of order" and immediately report this condition to TE Service Manager who will take responsibility for the removal of the obstruction

- d. Should water in a building leak due to rain or defective water pipes etc., the Service Provider must dry it. However, it shall not be expected of the Service Provider to send personnel to the Premises outside normal working hours for such a task, but the personnel of the Service Provider who are on the Premises at that stage, will dry up the water and clean the damage.

## 6.2 Equipment and Facilities

- The contractor is responsible for providing all the necessary equipment to carry out the service requested
- The contractor shall provide material safety data sheets (MSDS) for chemicals that are used.
- Facilities provided by Transnet for Contractor staff shall be kept clean by the contractor staff.

## 6.3 General litter and rubbish

- The contractor is responsible for the day-to-day collection of litter at all sites and the placement thereof in waste bins.
- All litter and rubbish (including papers, cans, cigarette butts etc.), which accumulate on site from whatever source shall be removed and thrown into the bins or skips provided.
- The contractor shall not be responsible for the removal of litter or rubbish from another contractor or sub-contractor.
- The contractor will be responsible to ensure that all areas are kept clean and that the litter is removed daily Monday to Friday and on weekends (where applicable).

## 6.4 Site walk and inspections

- Site walks and inspections shall be carried out monthly by a senior representative of the contractor together with a representative from Plant, Equipment and Machinery Maintenance (PEMM) business unit.

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## 6.5 Site plan

- A site plan will be issued if required.

## 6.6 Risk and responsibility

- The contractor shall accept full responsibility for its staff's actions and will ensure that such actions at no time place the staff or property of Transnet in danger. Should the contractor's workers participate in strikes, marches, riots or any other actions which fall outside their duties, it is the contractor's responsibility to control its personnel, restore order or, if necessary, to remove them from Transnet premises
- The contractor shall discourage its workers from participating in any actions, such as mentioned above, whether these are initiated by staff of the institution concerned, or by any other outside body.
- In the case of any strike, stay-away or action where no, or only partial service is rendered, and where the contractor is not responsible for remuneration (no work, no pay) of such personnel, the contract price for the period concerned shall be adjusted accordingly.
- In the event of actions such as mentioned above, it is the responsibility of the contractor to calculate revised invoices and present them for payment at the end of the month in which only partial service was rendered.
- The contractor shall accept responsibility for any losses, which will occur during the provision of services, if it is established beyond reasonable doubt that the contractor's employees were responsible.
- Where keys for access to areas of the site are required and keys are given to the contractor, necessary care and responsibility for their safekeeping will be observed. The contractor shall ensure that keys are not misused or used to allow access by unauthorized persons.

## 7. Contractor affiliation

There is no requirement for contractor affiliation.

## 8. Other information related to the scope

- 8.1 This specification states the minimum requirements relating to the work and in no way absolves the contractor from responsibility for sound practice. Any omissions or sub-standard requirements of this specification shall be brought to the attention of TE at tender stage and optional prices for addressing such omissions shall be provided.
- 8.2 Any matter relating to this work, which requires a decision from TE shall be presented to the manager in charge.
- 8.3 All offers shall be completed in every respect with this specification. Only completed tenders shall be considered.
- 8.4 The technical officer reserves the right to have the proposal checked independently by a 3<sup>rd</sup> party.

Signature of Bidder/s: \_\_\_\_\_ Date: \_\_\_\_\_

## 9. HEALTH AND SAFETY REQUIREMENTS

- 9.1 All Contractor undertakings and activities including their plant and equipment equipment and installation whether detailed in this specification or not shall comply with the requirements of the Occupational Health and Safety Act 85 of 1993 as amended and all other applicable legislation including specific set of regulations and local authority bylaws where applicable.
- 9.2 All Personal protective equipment shall be issued free of charge by the contractor (employer as stipulated in the Occupational Health and Safety Act 85 of 1993. The equipment provided by the contractor in order to execute activities shall comply with applicable legislation as stipulated in the different sets of regulations.

### 9.3 SHE SPECIFICATION

Prior to commencement of contract, the contractor shall be issued with a SHE specification in order to compile a SHE file in line with TE requirements.

Prior to establishing on site, it is an explicit requirement of this contract that all of the Contractor's personnel directly involved with this contract, including those of sub-contractors, are declared medically fit by the Occupational Health / medical Practitioner before commencement of duty and also attend a **Safety induction course**. Transnet will provide the course free of charge and attendance is compulsory for all personnel under the control of the Contractor who, during the duration of the contract, will be present on site whether on a full time or adhoc basis.

The contractor must allow for all additional charges regarding the SHE Spec requirements as no claims for extras will be accepted in connection with the foregoing.

#### 9.4 As part of the legislative and TE SHE requirements.

All Contractors entering into a contract with Transnet Engineering must have a valid letter of good standing as Transnet will not enter into any contract with a contractor who is not in good standing as per COIDA requirements.

Should a principal contractor seek the services of a sub-contractor it is a requirement that the Sub-Contractor be subjected to the same legislative provisions as the main / principal contractor (SHE file with medicals, induction etc.).

Appointments of Sub-contractors by Principal Contractors shall be done in writing and there shall be a Section 37(2) agreement between principal contractors and all its sub-contractors including the sub-contractors and their sub-contractors. It is the duty of the main contractor to ensure that all its sub-contractors comply with all applicable legislation and TE SHE specification. TE will however carryout random inspection to ensure compliance and that the rule of law is upheld in this regard. In instances where it isn't TE shall issue out NCRs SHE Stop certificates and penalties to the principal contractors.

Signature of Bidder/s: \_\_\_\_\_

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## 9.5 Contractor's responsibilities

9.5.1	The contractor shall provide Medical records of employees having the necessary vaccination against infectious diseases.
9.5.2	The Contractor shall provide material safety data sheets for the chemicals to be used.
9.5.3	Non-conformance reports will be issued if the contractor fails to comply with the agreed terms of the contract.
9.5.4	The contract will be terminated if Transnet is not satisfied with the service provided.
9.5.5	The contractor shall confine his work on Transnet property to normal working hours.
9.5.6	The contractor shall provide his employees with outer clothing that will permit ready identification as well as certificate of identity.
9.5.7	Employees must wear the required protective clothing whilst working with chemicals.
9.5.8	The Contractor shall confine his work on to working hours from 07h00 to 15:30 and 18h00 to 6h00.
9.5.9	The Contractor shall provide supervision, labour, transport, consumables and chemicals of every description required for the carrying out of the work included in this contract.
9.5.10	The Contractor must report all accidents in which his staff is involved immediately to the Transnet Engineering Risk & Safety Manager in charge.
9.5.11	The Contractor shall provide employees with outer clothing that will permit ready identification as well as a certificate of identity. ( Company logo to be displayed).
9.5.12	The Contractor shall co-operate with the officers of Transnet Engineering and shall comply with all instructions issued and restrictions imposed with respect to the works which bear on the operation of Transnet Engineering.
9.5.13	The Contractor shall not interfere in any manner whatsoever with production nor shall he carry out any work or perform any act which affect production, security or Transnet Engineering's property.
9.5.14	The Contractor shall nominate representative of whom at least one shall be available at any hour for call-out in cases of emergency. The Contractor shall provide the Plant Engineer with names, addresses and telephone numbers of the representatives.
9.5.15	Should an inspection visit reveal any fault, neglect or shortcoming in the service on the part of the Contractor such fault, neglect or shortcoming shall immediately be remedied by the Contractor at his own expense and to the entire satisfaction of the Plant Engineer or his authorized representative.
9.5.16	Transnet Engineering reserves the right to arrange itself for another Contractor to carry out the service if the service is not adhered to. All costs including supervision in which Transnet Engineering is involved shall be borne solely by the Contractor.
9.5.17	The company must ensure that employees have had an annual medical examination and that they have been immunised against Hepatitis B.

## 10. Specialist sub-contractor

10.1 Only specialist sub-contractors who have previously successfully completed work of the type and extent specified in this document should be engaged.

The tenderer shall provide the supervisor / manager with sufficient proof of having suitable experience of work specified in this tender. To this end, complete and detailed reference list shall be submitted with the tender.

Reference list shall include addresses as well as contact person who may be visited for inspection of the equipment during the adjudication period.

10.2 The tenderer shall submit a complete list of proposed sub-contractors and suppliers of major components with his tender.

Signature of Bidder/s: \_\_\_\_\_ Date: \_\_\_\_\_

10.3 The tenderer shall be prepared to commit themselves in writing to the technical officer with an adequate, experienced and stable project team for the duration of the contract.

10.4 TE will not consider any Tenderer's offer that, in the sole opinion of TE, does not have adequate experience in the design and manufacture of such equipment.

## 11. General requirements

Operation will be in the following condition.

Altitude	Sea level
Ambient temperature	0°C to 45°C
Relative humidity	50% to 100%
Atmosphere	Heavy saline

11.1 Tenderers shall indicate clause-by-clause either that they comply in every respect with the specific requirements, or if not, exactly how it differs.

## 12. Site establishment

12.1 The contractor shall be solely responsible for the safety of his/her staff and for providing security to safeguard his works and material on site, until such a time.

12.2 The contractor shall be required to attend site meetings when convened by the project leader controlling the contract.

12.3 The contractor will be responsible for any damages caused by his staff to the building and civil works on site.

## 13. Penalty clauses

- Due to the criticality of this contract, penalties will be levied for non-conformances.
- Should the performance of the contractor fall below the required standards, and the fails to take elementary precautions to avoid the losses for poor services, then the contractor will be penalized accordingly.

### 13.1 Schedule of penalties

- The following penalties shall apply which shall be deducted by the client from the fees payable to the contractor
- These penalties will be levied per incident which shall be accompanied by an NCR where a contractor will be expected to respond within 48hrs from the time such NCR is received

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<u>Offence</u>	<u>Penalty/ incident</u>
a) None-attendance of meetings by the main contractor	R1000.00
b) Identity discs/cards not available	R50.00
c) Uniform/PPE not provided or in a poor condition	R1000.00
d) Uniform/PPE not bearing company name and logo	R1000.00
e) Cleaning equipment not in a proper working condition	R1000.00
f) SABS approved chemicals not available for cleaning	R1000.00
g) SHE Quarterly Meeting Minutes not submitted	R1000.00
h) No daily visits from the Manager to the various sites	R1000.00
i) No weekly visit by the Contractor to the various sites	R100.00
j) Monthly meeting not attended by the Contractor	R500.00
k) None availability of a site diary	R300.00
l) Failure to do any cleaning as per contract requirement	R1000.00
m) Violation of TE SHEQ specification and SHE legal requirement	R1000.00
n) Failure to pay the cleaner his/her monthly salary/wage on agreed date and time per incident (per unpaid cleaner).	R1000.00
o) Failure to pay the cleaner his/her bonus on agreed date and time per incident (per unpaid (bonus).	R1000.00
13.2	Penalty payable by the Contractor for losses as a result of assets or goods having been lost or stolen at a particular site shall be 100% (Hundred percent) of the current value (as at the date of the loss) of TE's or thirds party's assets or goods that are missing from the site.
13.3	TE will not pay for any cleaning service personnel, uniforms, and protective clothing or cleaning equipment that have been tendered/quoted contractor. In the event that TE has already paid in advance, it (the client) shall be entitled to deduct the charges for these items from any subsequent payment that it makes to the Contractor.
13.4	Rates tendered for shall be based on a monthly charge per site (tender item) and must include all costs such as labor costs, uniform, transport, chemicals, UIF and any other costs for which the Contractor is responsible for in terms of Legislation.
13.5	The determination of the current value of the assets or goods shall be undertaken by the value of TE, shall be done on an objectively ascertainable basis and shall be final and binding.
13.6	The penalties shall be deducted on a monthly basis, from any amounts owing to the contractor. Notwithstanding any other provisions of this agreement, the penalty deduction shall be limited to a maximum of 50% (Fifty percent) of the monthly fee payable to the contractor in respect of any particular site.
13.7	TE shall be entitled to recover damages from the Contractor in lieu of the penalties mentioned above.

Signature of Bidder/s: \_\_\_\_\_ Date: \_\_\_\_\_

- 13.8 Persistent poor performance, and/or accumulation of penalties by the contractor, including violation of uniform or dress code shall be viewed in a serious light by the client and can serve as a basis for termination of this agreement
- 13.9 Action Plan: Where a Contractor has received a non-conformance report, an action plan must be submitted to TE immediately. Where the Contractor fails to comply with this, it will be regarded as a breach of the agreement, the Client thereof may terminate the contract.
- 13.10 Transnet Engineering reserves the right to withhold payment if the contractor does not attend meetings that are scheduled by Transnet Engineering. The contractor shall not send the supervisor or any representative to attend the monthly meeting.

Signature of Bidder/s: \_\_\_\_\_ Date: \_\_\_\_\_



## 14. Approvals

Department	Facilities and Infrastructure
Effective Date	March 2025
Compiled by	Zolani Mngqithi
Designation	Engineering Technician
Signature	 05.03.2025
Reviewed by	Motsabi Ramothathaki
Designation	Assets Manager
Signature	 05/03/2025
Approved by	Makwale Letebele
Designation	Plant Engineer (North Corridor)
Signature	 05/03/2025

Signature of Bidder/s: \_\_\_\_\_

Date: \_\_\_\_\_