

PIKITUP JOHANNESBURG (SOC) LIMITED
("the Employer")

and

.....

("the Service Provider")

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AGREEMENT TO APPOINT CO-OPERATIVES WITHIN THE CITY OF JOHANNESBURG AREA TO BE INCLUDED IN
THE COMMUNITY BASED DEVELOPMENT PROGRAMME TO PROVIDE WASTE MANAGEMENT SERVICES
(INCLUSIVE OF LABOUR AND APPROPRIATE EQUIPMENT) AT DESIGNATED AREAS ON "AS AND WHEN"
REQUIRED BASIS FOR A MAXIMUM PERIOD OF THIRTY-SIX (36) MONTHS

PARTIES:

This Agreement is made between:

- (i) **PIKITUP JOHANNESBURG (SOC) LIMITED** a wholly owned municipal entity of the City of Johannesburg incorporated under the Companies Act (71 Of 2008), read with the Municipal Systems Act (32 of 2000), with registration number 2000/029899/07 (the “**Employer**”); and
- (ii) a company registered in accordance with the laws of the Republic of South Africa under registration number (the “**Service Provider**”).

WHEREAS

- A. The Employer is a company mandated in terms of the Municipal Systems Act (32 of 2000) to provide municipal waste management and minimisation services in the Johannesburg Metropolitan area.
- B. The Service Provider is in the business for the operation of a fully functional waste management services.
- C. The Employer requires the co-operatives within the City of Johannesburg area to be included in the community based development programme to provide waste management services (inclusive of labour and appropriate equipment) at designated areas on “as and when” required basis.
- D. The Service Provider is willing and able to provide these services to the Employer.
- E. The Parties therefore enter into this Agreement to regulate their relationship and matters ancillary thereto.

IT IS AGREED AS FOLLOWS:

5. DEFINITIONS AND INTERPRETATION

5.1 Definitions

For the purposes of this Agreement and the preamble above, unless the context requires otherwise:

- 5.1.3 **“Affiliate”** means any other entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under the common control with the Party in question. For the purpose hereof “control” means the beneficial ownership of the majority in number of the issued equity of any entity (or the whole or majority of the entity’s assets), and/or the right or ability to directly or otherwise control the entity or the votes attaching to the majority of the entity’s issued share capital and, “controlled” or “under common control” shall have a similar meaning;
- 5.1.3 **“Agreement”** means, collectively, this agreement, all schedules hereto and any documents referenced in this Agreement that are binding on the Service Provider in terms of this Agreement;
- 5.1.3 **“Law”** means the Constitution of the Republic of South Africa, 1996, all national (or state) legislation, statutes, ordinances and other laws, regulations and by-laws of any legally constituted public Authority, norms and standards that have the force of law, and the common law;
- 5.1.3 **“Business Day”** means a calendar day, other than a Saturday, Sunday, or public holiday in South Africa;
- 5.1.3 **“Collusive Practice”** means any agreement (which includes without limitation a contract, arrangement or understanding, whether or not legally enforceable) or concerted practice (being co-operative, or coordinated conduct between firms, achieved through direct or indirect contact, that replaces their independent action, but which does not amount to an agreement) between two or more persons (other than between the Service Provider and its Affiliates), regardless of any technological, efficiency or other pro-competitive gains, involving any of the following:
- a) the direct or indirect fixing of a purchase or selling price or any other trading condition;

- b) the division of markets by allocating customers, Service Providers, territories, or specific types of goods or services; or
- c) collusive tendering;

- 5.1.3 **“Commencement Date”** means the date the party signing last on time.
- 5.1.3 **“Commercially Reasonable Efforts”** means taking such steps and performing in such a manner as a well-managed company would undertake where such company was acting in a prudent and reasonable manner to achieve the particular result for its own benefit provided always that such steps are within the reasonable control of the Party;
- 5.1.3 **“Confidential Information”** means all information relating to the Project and the Employer (including all information relating to the Employer’s business, products, services, affairs and/or finances which is not readily available, in the ordinary course of business, to third parties) and any other information which, by its nature, would reasonably be considered to be confidential;
- 5.1.3 **“Service Provider’s Representative”** is the Service Provider’s Representative or any replacement appointed in writing by the Service Provider within 5 days of the Commencement Date.
- 5.1.3 **“Corrupt Act”** means any offence in respect of corruption or corrupt activities contemplated in the Prevention and Combating of Corrupt Activities Act No. 12 of 2004;
- 5.1.3 **“Dispute”** means any dispute or difference between the Parties in connection with or arising from this Agreement in the widest sense, including any dispute or difference in connection with or in respect of the conclusion or existence of this Agreement, the carrying into effect of this Agreement, the interpretation or application of the provisions of this Agreement, the Parties’ respective rights and/or obligations in terms of and/or arising out of this Agreement and/or the validity, enforceability, rectification, termination or cancellation, whether in whole or in part, of this Agreement;
- 5.1.3 **“Equipment”** means the items of equipment listed in Schedule 2 *[Equipment]*, all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it;

- 5.1.3 **“Employer’s Personnel”** means the Employer’s Representative and all other staff, labour and other employees of the Employer’s Representative and of the Employer; and any other personnel notified to the Service Provider, by the Employer or the Employer’s Representative, as Employer’s Personnel;
- 5.1.3 **“Employer’s Representative”** is the Employer’s Representative or any replacement appointed in writing by the Employer and may be an individual or the holder of particular office in the employ of the Employer.
- 5.1.3 **“Force Majeure Event”** shall have the meaning ascribed thereto in clause 25;
- 5.1.3 **“Insolvent”** means with respect to a Party, that:
- 5.1..1 the total of that Party’s assets at a fair valuation is less than the total amount of liabilities, including without limitation, contingent liabilities;
- 5.1..2 that Party is not able to pay its debts and other liabilities, contingent obligations and other commitments as they fall due in the normal course of business;
- 5.1..3 an application has been made or a resolution has been passed for the winding-up, liquidation, business rescue of the party or for a provisional or final liquidator, business rescue practitioner to be appointed in respect of the Party or a meeting has been convened for the purposes of passing a resolution to wind up;
- 5.1..4 it is in receivership, in business rescue, in liquidation, in provisional liquidation, under administration or wound up or has had a receiver appointed to any part of its property;
- 5.1..5 it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any Law or dissolved (other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other Party to this Agreement); or
- 5.1..6 an application or order has been made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), a resolution passed, a proposal put forward, or any other action taken,

in each case in connection with that Party, which is preparatory to or could result in any of the circumstances in any of paragraphs 5.1..1, 5.1..2, 5.1..3, or 5.1..4 above;

- 5.1.3 **“Licences”** means the licences, registrations, permissions, authorisations, concessions, consents, notifications, agreements and permits required in terms of the Law;
- 5.1.3 **“Normal Working Hours”** shall mean the hours in respect of the various sites.
- 5.1.3 **“Parties”** means the Employer and the Service Provider and **Party** shall mean either of them as the context requires;
- 5.1.3 **“Penalties”** means the penalties payable by the Service Provider, as set out in Schedule 5 [*Penalties*];
- 5.1.3 **“Performance Standards”** means the performance and service levels, as set out in Schedule 1 and as may be amended by agreement between the Parties from time to time;
- 5.1.3 **“Scope of Services”** shall mean the scope of Services set out in Schedule 1 [*Scope of Services*];
- 5.1.3 **“Services”** means the Services as they are described in this Agreement and Schedule 1 [*Scope of Services*];
- 5.1.3 **“Services Fee”** is the fee payable by the Employer to the Service Provider for the performance of the Services calculated in accordance with Schedule 3 [*Services Fee and Payment*];
- 5.1.3 **“Site(s)”** means the areas provided by the Employer for carrying out the Services;
- 5.1.3 **“Site Rules”** means all the **standard operating procedures**, rules and/or regulations applicable to all third parties that enter upon any of the Employer’s Sites;
- 5.1.3 **“Term”** shall be a period of 36 months from the Commencement Date;
- 5.1.3 **“VAT”** means value-added tax as may be levied in terms of the Value-Added Tax Act, No. 89 of 1991, to the extent applicable;

5.2 Interpretation

In addition to the definitions in clause 5.1, unless the context requires otherwise:

- 5.1.3 the singular shall include the plural and vice versa;
- 5.1.3 a reference to any one gender, whether masculine, feminine or neuter, includes the other two;
- 5.1.3 all the headings and sub-headings in this Agreement are for convenience only and are not to be taken into account for the purposes of interpreting it;
- 5.1.3 when any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day is not a Business Day, in which case the last day shall be the next succeeding day which is a Business Day;
- 5.1.3 expressions defined in this Agreement shall bear the same meanings in the schedules and annexures to this Agreement which do not themselves contain their own conflicting definitions;
- 5.1.3 if any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this interpretation clause;
- 5.1.3 the rule of construction that a contract shall be interpreted against the Party responsible for the drafting or preparation of the contract, shall not apply;
- 5.1.3 the words “include”, “including” and “in particular” shall be construed as being by way of example or emphasis only and shall not be construed, nor shall they take effect, as limiting the generality of any preceding word/s; and
- 5.1.3 The term “recognized good practice”, whenever used in this Agreement (unless the context indicates a different intention), means the skill, care and diligence of a Service Provider seeking in good faith to perform its contractual obligations and in so doing and in the general conduct of its undertakings, observing and/or exercising the degree of skill, care, diligence, prudence and foresight which

would reasonably and ordinarily be exercised by a skilled and experienced Service Provider in relation to his practices, methods, techniques, specifications and/or standards (whether in respect of design, workmanship or otherwise) engaged in the same type of undertaking under the same or similar circumstances and conditions as this Agreement.

6. APPOINTMENT

The Employer hereby appoints the Service Provider to provide the Services at the Site(s) for the Term of this Agreement on a non-exclusive basis, and the Service Provider hereby accepts such appointment on the terms and conditions set out herein.

7. RELATIONSHIP OF THE PARTIES

- 7.1 For the avoidance of any doubt, the Parties record and agree that, pursuant to the implementation of this Agreement, the Parties shall at all times act as independent business concerns in relation to the other. Neither Party is an agent of the other or has any authority to represent the other as to any matters, except as expressly authorised in this Agreement.
- 7.2 Nothing contained in this Agreement shall be construed as creating a company, close corporation, joint venture, partnership or association of any kind between the Parties; nor is anything contained in this Agreement to be construed as creating or requiring any continuing relationship or commitment on a Party's or its affiliates' behalf with regard to the other Party and its affiliates other than as specifically set out herein.
- 7.3 Unless expressly authorised by this Agreement, neither of the Parties (nor their respective agents) shall have the authority or right, nor shall any Party hold itself out as having the authority or right, to assume, create or undertake any obligation of any kind whatsoever, express or implied, on behalf of or in the name of the other Party.

8. COMMENCEMENT & DURATION

- 8.1 Subject to clause 8.2 below, this Agreement shall commence on the Commencement Date and shall endure for the Term until (36) thirty months when it shall terminate automatically.
- 8.2 Notwithstanding the provisions of clause 8.1 above, this Agreement may be terminated

at any time during the Term by either Party in accordance with the provisions of this Agreement.

9. THE SERVICES

9.1 The Service Provider shall be responsible for providing the Services to the Employer:

5.1.3 as defined and set out in the Scope of Works and in accordance with this Agreement. The Service Provider undertakes that, in providing the Services, it will employ the necessary diligence, skill and expertise to comply with such Performance Standards;

5.1.3 to the satisfaction of the Employer's Representative;

5.1.3 in accordance with all applicable Law; and

5.1.3 in accordance with industry the standards, due care and diligence of a Service Provider in the same position and performing the same or similar services to the Services.

9.2 The Service Provider shall further:

5.1.3 comply with Client's Site Rules;

5.1.3 comply with all reasonable instructions given by the Employer or the Employer's Representative at any time;

5.1.3 participate in all meetings and service review sessions reasonably requested by the Employer upon reasonable notice to address performance issues related to this Agreement.

9.3 The Service Provider acknowledges that the Services includes all work specifically referred to in this Agreement, and which is otherwise necessary or desirable for the proper execution and completion of the Services and for the proper performance of the Service Provider's obligations under this Agreement.

10. THE EQUIPMENT

10.1 The Service Provider shall provide:

5.1.3 all Equipment required for the performance of the Services and not make use of the Employer's tools and/or equipment;

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- 5.1.3 the Equipment in good working order and ready to operate;
- 5.1.3 sufficient, suitably skilled and qualified personnel to operate and maintain the Equipment; and
- 5.1.3 the Equipment must at all times meet the Performance Standards.
- 10.2 The Service Provider shall further:
 - 5.1.3 take such steps as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
 - 5.1.3 maintain at its own expense the Equipment in good and substantial repair including replacement of worn, damaged and lost parts, and shall make good any damage to the Equipment to ensure that the Performance Standards are met at all times;
 - 5.1.3 maintain operating and maintenance records of the Equipment and make copies of such records readily available to the Employer, together with such additional information as the Employer may reasonably require.
- 10.3 The Equipment shall satisfy, comply with and meet, as the case may be, any technical standards stated in the Scope of Services and the Performance Standards.
- 10.4 The Service Provider's Equipment shall at all times remain the property of the Service Provider.
- 10.5 The risk of loss, theft, damage or destruction of the Equipment shall remain at the sole risk of the Service Provider during the Term.
- 10.6 The Service Provider shall, at its own expense, obtain and maintain the following insurances:
 - 5.1.3 insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as the Employer may from time to time nominate in writing;
 - 5.1.3 insurance for such amounts as a prudent owner or operator of the Equipment

would insure for, or such amount as the Employer may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and

- 5.1.3 insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as the Employer may from time to time consider reasonably necessary and advise to the Service Provider.

11. STATUTORY AND OTHER OBLIGATIONS

- 11.1 At all times, including any period of time subsequent to the termination of this Agreement for whatsoever reason, the Service Provider shall conform in all respects with the provisions of any Law which may be applicable to the performance of the Services and the Service Provider's obligations under this Agreement (including any Law relating to the prevention of nuisances and pollution; waste recycling, management, transport and disposal; the environment; health and safety, social and labour matters; and security matters).
- 11.2 The Service Provider shall, and shall procure that its employees and its subcontractors and their employees and other agents of the Service Provider, acquaint it/themselves with all relevant Laws (including any Law relating to the prevention of nuisances and pollution; waste recycling, management, transport and disposal; the environment; health and safety, social and labour matters; and security matters) and provides the Services in a manner that fully complies with the Law.
- 11.3 The Service Provider shall ensure that it obtains all requisite Licences necessary to carry out the Services and its obligations under this Agreement.
- 11.4 The Service Provider shall ensure that it complies in all respects with the conditions and requirements of the Licences.
- 11.5 The Service Provider shall be responsible for the payment of all costs, taxes, duties, levies and waste management and other charges payable under any Law applicable to the performance of the Services and its obligations under this Agreement.
- 11.6 The Service Provider shall indemnify and keep indemnified the Employer and its directors, officers, employees and representatives against all losses, damages, costs or expenses (whether direct or indirect) which they may suffer or incur; all and any claims which may be brought against them by any authority or other third party in

respect of any loss, liability (whether actual, contingent, or otherwise), damage, costs and expenses; any orders or actions by authorities; and all legal costs on the attorney and client scale which may be payable as a result of any claims or proceedings in respect of this Agreement, as a consequence of or which may arise from or be attributable to a breach of clauses 11.1 to 11.5 or otherwise arising out of the Service Provider's non-compliance with any Law applicable to the execution of this Agreement.

12. SAFETY PROCEDURES

12.1 General

5.1.3 The Service Provider shall, and shall procure that all of its employees, representatives and subcontractors shall, at all times whilst performing the Services and/or whilst on Site, adhere strictly to the terms of the Site Rules. In addition the Service Provider must provide safe working conditions for all persons carrying out the Services for or on behalf of the Service Provider and at all times comply with the Employer's Site Rules.

5.1.3 The Employer's Representative may direct the Service Provider to permanently remove any person from the Site if, in the opinion of the Employer's Representative, the person:

12.1..1 is guilty of misconduct or is incompetent or negligent; or

12.1..2 has contravened any applicable rules of the Employer or an authority on safety or safe working procedures.

12.2 Occupational Health and Safety Plan

5.1.3 The Service Provider acknowledges that its appointment constitutes an agreement in terms of Section 37(2) of the OHS Act, whereby all responsibility for health and safety matters relating to the Services that the Service Provider are to perform at the Sites, shall be the obligation of the Service Provider.

5.1.3 The Service Provider shall be deemed to be an employer in its own right whilst working on the Sites. In terms of Section 16(1) of the OHS Act, the Service Provider shall accordingly ensure that the requirements of the OHS Act are complied with by it and by its Chief Executive Officer.

5.1.3 The Service Provider warrants that it has familiarised itself with the hazards

associated with the work being carried out on the Sites. The Service Provider shall ensure that its employees and/or sub-contractors are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the Sites.

5.1.3 The Service Provider shall be required to submit to the Employer, for approval, a health and safety plan in relation to the performance of the Services on the Site. The safety plan shall comply with all applicable Law.

5.1.3 The safety plan must be submitted to the Employer for the Employer's approval prior to the Commencement Date.

5.1.3 The Service Provider shall ensure that the Service Provider's Personnel have received health and safety training and are familiar with the approved health and safety plan.

12.3 Security

The Service Provider shall at all times remain responsible for the security of its own Equipment and assets on the Site/s. The Service Provider shall also fully acquaint itself and undertakes to comply with all of the Employer's security regulations (which are included in the Site Rules) particularly those pertaining to personnel, plant, material and equipment entering or leaving the Site.

13. **SERVICE PROVIDER'S REPRESENTATIVE AND PERSONNEL**

13.1 The Service Provider hereby appoints the Service Provider's Representative(s) as its representative and as the supervisor of the Services under this Agreement.

13.2 The Service Provider shall be entitled to appoint a substitute representative, or change the contact details of its representative, on written notice to the Employer from time to time (which written notice shall include contact details or substitute contact details of such representative, as the case may be). The change shall become effective on the first day succeeding the date of receipt of the notice.

13.3 Subject to clauses 13.4 and 13.5, the Service Provider's Representative shall have full authority to act on behalf of the Service Provider under this Agreement, including for purposes of granting any approvals or reaching agreement on any matter.

13.4 Except to the extent specifically otherwise authorised by the Service Provider from time

to time, the Service Provider's Representative shall not have the authority to amend or terminate this Agreement.

13.5 The Service Provider shall be entitled, on written notice to the Employer, to limit the authority of its representative under this clause 13.5 from time to time; provided, however, that the Service Provider's Representative shall at all times at least be authorised:

5.1.3 to receive notices and other communications under this Agreement; and

5.1.3 for purposes of seeking and granting approvals.

13.6 The Service Provider's Representative may delegate any of his or her functions under this Agreement to a nominee approved by the Employer's Representative. The Service Provider must promptly inform the Employer's Representative in writing of:

5.1.3 any appointment or replacement of the Service Provider's Representative; and

5.1.3 any delegation by the Service Provider's Representative of all or any of his or her functions under this Agreement to a nominee, and the extent and the scope of that delegation.

13.7 The Service Provider must ensure that the Service Provider's Representative and any delegate notified to the Employer's Representative under clause 13.2 are not replaced without the approval of the Employer's Representative.

13.8 The Service Provider shall ensure the availability of a sufficient and appropriate number of personnel who shall be properly qualified (and, if required, appropriately registered), with the necessary skills and experience as may be required for the performance of the Services.

14. **WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS**

14.1 The Service Provider represents and warrants that:

5.1.3 it has the requisite expertise and sufficiently skilled manpower, personnel and resources (including the necessary supervision and support services) to provide the Services and satisfy its obligations under this Agreement for the Term;

- 5.1.3 it has the necessary licenses and approvals as may be required to provide the Services efficiently and expeditiously;
- 5.1.3 it has the necessary power and legal capacity to enter into and perform its obligations under this Agreement and all matters contemplated herein;
- 5.1.3 it has taken all necessary corporate and/or internal action to authorise the execution and performance of this Agreement;
- 5.1.3 it has the capacity and power to provide the representations, warranties and undertakings contained in this Agreement;
- 5.1.3 the execution of this Agreement and performance of its obligations hereunder does not and shall not, to the best of its knowledge:
- 14.1..1 contravene any applicable Law; or
- 14.1..2 contravene any provision of its constitutional documents,
- 14.1..3 so as to prevent it from performing its obligations under this Agreement.

15. **SERVICE PROVIDER'S WARRANTY ON ADHERENCE TO ANTI-BRIBERY AND SANCTIONS LAWS OR POLICIES**

- 15.1 The Service Provider hereby represents and warrants that:
 - 5.1.3 all information disclosed by or on behalf of the Service Provider to the Employer at any time up to the Commencement Date and, in particular, during any bid process preceding the award of the Agreement to the Service Provider, is true, complete and accurate in all material respects and the Service Provider is not aware of any material facts or circumstances not disclosed to the Employer which would, if disclosed, be likely to have an adverse effect on the Employer's decision (acting reasonably) to enter into this Agreement with the Service Provider;
 - 5.1.3 it has not committed any Corrupt Acts in relation to negotiating and entering into this Agreement.

- 5.1.3 for the duration of this Agreement, it will comply (and will procure that all its employees, directors, officers or agents comply) with all international laws and regulations relating to economic sanctions, trade sanctions and/or export controls and the prevention and combating of bribery, corruption and money laundering, to which it is subject.
- 5.1.3 it has, and will for the duration of this Agreement have, an adequate anti-corruption programme in place to enable compliance with any anti-corruption Law applicable to it.
- 15.2 Each Party undertakes not to, and will procure that all its employees, directors, officers or agents, do not:
- 5.1.3 pay, promise to pay or offer to pay, or authorise the payment of any commission, success fee, bribe, pay off or kickback related to the Services that violates any anti-corruption Law or enter into any agreement pursuant to which any such commission, success fee, bribe, pay off or kickback may or will at any time be paid; or
- 5.1.3 offer, promise or give any undue pecuniary or other advantage, whether directly or indirectly to any public official, with the intent of influencing the actions or decisions of such official in performance of his/her official duties, with the purpose of obtaining or retaining business or other improper benefit or advantage.
- 15.3 Any breach by a Party of the provisions of this clause 15 will be a material breach of this Agreement and entitle the innocent Party to cancel this Agreement immediately on notice to the guilty Party.
- 15.4 The Service Provider warrants that neither it nor any of its affiliates has engaged, and undertakes that it and its affiliates will not engage, in any Collusive Practice in connection with the matters contemplated in this Agreement.

16. **PENALTIES**

- 16.1 If the Service Provider fails to achieve the services specified in Schedule1 then the Employer shall, without prejudice to its other remedies under the Agreement, deduct from any invoiced amount a sum, as a penalty, calculated in accordance with Schedule

5 [Penalties Schedule].

16.2 The Service Provider shall not be liable for a penalty if and to the extent that a Performance Standard is not met due to any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors on the Site(s).

16.3 This clause 16 does not prevent the Employer from claiming damages and the Employer hereby reserves its right to claim damages in lieu of penalties should it so elect.

17. GENERAL OBLIGATIONS OF THE EMPLOYER

17.1 The Employer shall, for the duration of this Agreement:

5.1.3 provide the Service Provider with access to the Sites to allow the Service Provider to provide the Services;

5.1.3 provide such information and documentation as reasonably requested by the Service Provider so as to allow the Service Provider to fulfil its obligations in terms of this Agreement; and

5.1.3 co-operate with the Service Provider in all matters relating to the Services.

17.2 In addition, the Employer shall be responsible for and undertakes to pay the Services Fee as set out in Schedule 4 [*Services Fee and Payment*].

18. GENERAL OBLIGATIONS OF THE SERVICE PROVIDER

18.1 The Service Provider shall:

5.1.3 Provide the Services with due care, skill, professionalism, and diligence as would be expected of a reasonable service provider in the position of the Service Provider;

5.1.3 meet the Performance Standards. If the Service Provider fails to do so, the Employer may (without prejudice to its right to claim Penalties or any other rights it may have):

- a) terminate this Agreement in whole or in part without liability to the Service Provider;

- b) refuse to accept any subsequent performance of the Services which the Service Provider attempts to make;
 - c) purchase substitute services from elsewhere;
 - d) hold the Service Provider accountable for any loss and additional costs incurred.
- 5.1.3 co-operate with the Employer in all matters relating to the Services;
- 5.1.3 strictly and punctually comply with all reasonable requests submitted by the Employer's Representative at any time;
- 5.1.3 comply with all applicable Laws in relation to the provision of the Services and conduct itself in a courteous and business-like manner always considering the image and reputation of the Employer; and
- 5.1.3 respect the confidentiality of the Employer.

19. TIME SHEETS

- 19.1 The Service Provider shall be required to keep and provide the Employer with daily time sheets which shall record the operating time on Site and utilized for the provision of the Services per day ("**Time Sheets**"). The Time Sheets shall include, inter alia, the following information:
 - 5.1.3 the Service Providers name;
 - 5.1.3 name of the Service Provider's employee;
 - 5.1.3 date;
 - 5.1.3 description of work;
 - 5.1.3 hours worked;
 - 5.1.3 start and finish times per site;
 - 5.1.3 stoppages (if any) and reasons for stoppage;
 - 5.1.3 signature of the Service Provider's Representative;
 - 5.1.3 signature of the Employer's Site manager or the Employer's Representative.

19.2 The information contained in the Time Sheet shall be accurate and must be signed by the Employer's Site manager or Employer's Representative and submitted daily. Should the Service Provider fail to comply with clause 19.1 and/or clause 19.2 the Time Sheet and related invoice shall be rejected by the Employer and deemed to be null and void.

20. PAYMENT

20.1 As consideration for the provision of the Services, the Service Provider shall be entitled to the Services Fee which shall be calculated in accordance with Schedule 4 [*Services Fee and Payment*]. The Services Fee shall be calculated on the basis of hourly rates and Time Sheets submitted by the Service Provider.

20.2 Subject to clause 20.3, the rates in Schedule 3 [*Services Fee and Payment*] are fixed and firm and shall not be adjusted during the Term.

20.3 The price of fuel, as included in the rates set out in Schedule 3, shall be fixed and shall not be subject to any adjustment during the Term.

20.4 Within 10 (ten) Business Days after the end of each calendar month, the Service Provider shall deliver its invoices in respect of the Services Fee to the Employer, which invoices shall set out in sufficient detail what services were provided in any given month and the amount charged for each. Within 30 (thirty) days of receipt of such invoice, the Employer shall make payment of the amount specified therein to the Service Provider, subject to clause 20.5.

20.5 If the Employer disputes any specific item or items of remuneration claimed for payment or invoiced to it by the Service Provider, the Employer shall continue to pay all undisputed amounts. The Service provider shall nevertheless continue to provide the Services pending resolution of such dispute. In order to facilitate payment of undisputed amounts, if the Employer disputes any specific item or items of remuneration claimed for payment or invoiced to it by the Service Provider:

5.1.3 the Employer shall promptly notify the Service Provider accordingly in writing, identifying the disputed item or items claimed ("**Invoice Dispute Notice**") and setting out its reasons; and

5.1.3 the Service Provider shall, within 3 (three) Business Days of receipt of the Invoice Dispute Notice either issue a credit note for the disputed amount or

issue a substituted invoice for the undisputed amount. Unless otherwise expressly stated by the Service Provider in writing, such credit note or substituted invoice shall not be considered to be a waiver of the Service Provider's right to claim payment of the disputed item or items in accordance with this Agreement.

- 20.6 All payments shall be made by electronic transfer into the Service Provider's bank account as notified to the Employer in writing.

21. CHANGES TO THE SERVICES

- 21.1 The Employer may at any time, in writing, via the Employer's Representative instruct a change to the Services by way of a Variation Order. The Variation may involve increases in or additions to, reductions in or omissions from, or changes in the character or the quality of the Services. If the Variation requires the omission of work, the Employer may, if it so wishes have the omitted work carried out by itself or others as it sees fit.
- 21.2 A Variation Order will include inter alia the valuation of the change to the Services and the Services Fee (if applicable and relevant in the circumstances).
- 21.3 Before issuing a Variation Order, the Employer's Representative may issue to the Service Provider (if applicable and relevant in the circumstances) a written form expressly identified as a "Request for Variation" or similar advising the Service Provider of the scope of the proposed change to the Services and requiring the Service Provider to, within the period of time stated in the form provide an estimate of the valuation of the proposed Variation.
- 21.4 Within the period of time stipulated in the Request for Variation, the Service Provider must provide to the Employer's Representative a written response containing the information required by the Request for Variation.
- 21.5 If the Employer's Representative and the Service Provider's Representative are unable to agree on an adjustment to the Services Fee in respect of a change to the Services the subject of a Variation, the Employer's Representative must determine the amount of the adjustment (if any) that is appropriate. The Employer shall make a fair and reasonable determination in accordance with the Agreement, taking due regard of all the relevant circumstances. The Employer shall give notice to the Service Provider of the determination which shall be binding and given effect to by the Parties unless and until set aside by agreement or dispute resolution in terms of this Agreement.

22. ANNOUNCEMENTS AND CONFIDENTIALITY

- 22.1 Neither Party shall make any announcement or statement about this Agreement nor its contents without first having obtained the other Party's prior written consent to the announcement or statement and to its contents, provided that such consent may not be unreasonably withheld.
- 22.2 The Service Provider agrees and undertakes to use the Confidential Information only for the purpose of providing the Services and for no other purpose whatsoever and not to disclose such Confidential Information to any third party without the consent of the Employer. To this end the Service Provider shall be entitled to disclose the Confidential Information to its employees, directors or subcontractors to the extent necessary for the provision of the Services, provided such persons are subject to confidentiality undertakings which are no less stringent than those applicable to the Service Provider under this Agreement.
- 22.3 The rights and obligations contained in this clause shall endure for the duration of this Agreement and after the termination and/or expiration of the Term.

23. INDEMNITIES

The Service Provider hereby indemnifies and holds the Employer harmless against and for any direct damages, claims, losses or costs (including costs on an attorney and own client scale) arising out of or in connection with the performance of the Services.

24. LIABILITIES

- 24.1 Nothing in this Agreement shall limit or exclude a Party's liability for deliberate default, fraud, fraudulent misrepresentation or reckless misconduct.
- 24.2 Subject to clause 24.1, under no circumstances shall a Party be liable to the other for any of the following, whether in contract, delict (including negligence) or otherwise:
- 5.1.3 loss of revenue or anticipated revenue;
- 5.1.3 loss of use;
- 5.1.3 loss of production;
- 5.1.3 loss of business opportunity;

5.1.3 loss of profits or anticipated profits;

5.1.3 wasted expenditure; or

5.1.3 any indirect or consequential losses.

24.3 The maximum amount of compensation payable by either Party to the other in respect of liability under this Agreement is limited to the amount of **30%** of the contract price.

25. **FORCE MAJEURE**

25.1 Neither Party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent that a Force Majeure Event occurs. In such event, subject to the provisions of this clause the non-performing Party is excused from further performance for as long as such circumstances prevail and the Party continues to use its Commercially Reasonable Efforts to mitigate the effect of the Force Majeure Event and recommence performance of its obligations in terms of the Agreement, as soon as possible.

25.2 A **Force Majeure Event** is any event or circumstance or combination of events and circumstances which fulfils all of the following 3 (three) criteria:

5.1.3 is beyond the reasonable control of the Party affected by that event or circumstance or both;

5.1.3 wholly or partially prevents the performance by the affected Party of any of its obligations under this Agreement; and

5.1.3 cannot be prevented, overcome or remedied by the exercise by the affected Party of a standard of care and diligence consistent with that of a Service Provider experienced in projects or activities of a similar nature to the Service Provider's Works (as the case may be).

25.3 If a Force Majeure Event occurs, in relation to the Service Provider's obligations to provide the Services, the Service Provider must immediately notify the Employer in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement.

26. **INDEPENDENT AUDIT**

26.1 The Service Provider shall maintain up-to-date records which clearly identify relevant time and expense and shall make these available to the Employer on reasonable request.

27. TERMINATION

27.1 Termination for Convenience

5.1.3 The Employer shall have the right at any time due to the changes in operational requirements terminate this Agreement by giving the Service Provider 30 (thirty) calendar days prior written notice to that effect.

5.1.3 The Employer shall not be entitled to terminate this Agreement in terms of this clause 27.1 within the first month of the Commencement Date.

5.1.3 The Service Provider is not entitled to any compensation as a result of this clause 23, including any consequential costs, losses or damages.

5.1.3 Upon receipt of a written notice pursuant to clause 5.1.3, the Service Provider shall forthwith discontinue the Services.

27.2 Termination for Corrupt Acts and Collusion

5.1.3 If the Service Provider, any shareholder, any Affiliate of any one of them (or anyone employed by or acting on behalf of any of them) admits to or is convicted of having committed any Corrupt Act or collusive practices in relation to the Services then the Employer may terminate this Agreement with immediate effect by giving written notice to the Service Provider.

5.1.3 Without prejudice to its other rights or remedies under this clause, the Employer shall be entitled to recover from the Service Provider, the greater of:

27.2..1 the amount or value of the gift, consideration or commission which is the subject of the Corrupt Act or collusive practice; and

27.2..2 any damages sustained by the Employer in consequence of any breach of clause 15 by the Service Provider and the resultant termination.

5.1.3 Nothing contained in this clause or clause 15 shall prevent the Service Provider, shareholder, Affiliate or subcontractor from paying any proper

commission or bonus to its employees within the agreed terms of their employment.

27.3 Default

5.1.3 If either Party (“the **Instructing Party**”) considers that the other (“the **Defaulting Party**”) is in breach of this Agreement, the Instructing Party may give the Defaulting Party:

27.3..1 a written notice specifying the date by which the Defaulting Party must rectify the breach to the extent that the breach is capable of rectification; or

27.3..2 if the breach is incapable of rectification, a written notice specifying the Instructing Party’s requirements to mitigate the effects of that breach.

5.1.3 If the Instructing Party gives the Defaulting Party a written notice referred to in clause 5.1.3 the Defaulting Party must comply with the written notice.

5.1.3 If the Defaulting Party fails to rectify the breach or overcome or mitigate the effects of the breach, as the case may be, in accordance with the terms of a written notice referred to in clause 5.1.3:

27.3..1 the Instructing Party may take any action it considers appropriate to:

- a. rectify that breach; or
- b. mitigate the effects of the breach; and
- c. in either event claim damages that it may have suffered as a result of the breach; and

27.3..2 the Defaulting Party must indemnify the Instructing Party against any damage, expense, loss or liability it suffers or incurs in respect of that action, unless that damage, expense, loss or liability arises from the negligence or wilful default of the Instructing Party.

5.1.3 The Instructing Party may terminate this Agreement by giving the Defaulting Party 7 (seven) days’ written notice if the Defaulting Party has not complied with a written notice given under clause 5.1.3.

27.4 Insolvency

To the extent permitted by law, either Party may terminate this Agreement, with immediate effect, by written notice to the other Party if the other Party is Insolvent.

28. **DISPUTE RESOLUTION**

28.1 Unless otherwise expressly provided for in this Agreement or otherwise agreed by the Parties in writing, Disputes shall be submitted for resolution and determined in accordance with the terms and procedures set out below, which shall apply to and govern all Disputes.

28.2 If a Dispute arises between the Parties then such Dispute shall be submitted, in accordance with this clause 24:

5.1.3 in the first instance, to the Managing Director or Chief Operating Officer of the Parties (or person in the equivalent position), as appropriate, for resolution; and

5.1.3 failing resolution by the Managing Directors or Chief Operating Officers, to arbitration.

28.3 Either Party, or its Managing Director or Chief Operating Officer (as the case may be), may by written notice to the other Party (hereinafter “the **Dispute Referral Notice**”) refer a Dispute for resolution. The Dispute Referral Notice shall state that it is given in terms of this clause 28.3.

28.4 The Dispute Referral Notice shall identify the Dispute and the result sought.

28.5 Any resolution of a Dispute in terms of clause 28.2 referred to by written notice as contemplated in clause 28.3 shall (unless expressly otherwise stated therein) be final and binding on the Parties when reduced to writing and signed by the respective Parties’ Managing Directors or Chief Operating Officers, or Chief Executive Officers, as the case may be. To this end, the Parties respectively agree and warrant to each other that the Managing Directors or Chief Operating Officers, as the case may be, have full authority to so bind them.

28.6 If the Managing Directors or Chief Operating Officers (as the case may be) fail to resolve the Dispute within 14 (fourteen) days of such Dispute having been referred to them, or such longer period as the Parties may agree in writing, either Party (hereinafter “the **Referring Party**”) shall be entitled, via its Managing Director or Chief Operating Officer, as appropriate, to refer that Dispute to arbitration, by a single arbitrator by

notifying the other Party in writing of its intention to refer such Dispute to arbitration (hereinafter “the **Arbitration Notice**”). The Arbitration Notice shall state that it is given in terms of this clause 28.6.

28.7 Should the Parties fail to agree on the arbitrator within 7 (seven) days of the Arbitration Notice, the arbitrator shall be appointed, at the written request of either Party (which request shall be copied to the other Party and which shall emphasise the agreed expedited nature of such request), by the Chairman for the time being of Association of Arbitrators (Southern Africa) (or its successor) or its nominee.

28.8 Unless otherwise expressly agreed by the Parties in writing:

5.1.3 the arbitration proceedings shall be held at Johannesburg and shall be conducted under the Standard Procedure Rules of the Association of Arbitrators (“the **Rules**”);

5.1.3 the arbitrator is empowered to decide upon the arbitrator’s own jurisdiction, and the scope of any Dispute referred to the arbitrator and may decide on provisional or interim relief;

5.1.3 the arbitration proceedings shall be conducted as expeditiously as possible; and

5.1.3 the award of the arbitrator shall be final and binding and not subject to appeal.

28.9 The provisions of this clause 24 shall prevail to the extent of there being any conflict between the Rules and this clause 24.

28.10 The provisions of this clause 24:

5.1.3 constitute an irrevocable consent by the Parties to the arbitration and other proceedings contemplated in terms hereof and neither of the Parties shall be entitled to withdraw from the provisions of this clause 24 or claim at any arbitration or other proceedings contemplated herein that it is not bound by these dispute resolution terms and procedures or such proceedings;

5.1.3 are severable from the rest of the Agreement and shall remain in effect despite the termination, cancellation, invalidity or alleged invalidity of the Agreement for any reason whatsoever; and

5.1.3 shall be governed by the laws of the Republic of South Africa (in respect of both substantive and procedural law).

28.11 Nothing in this clause 24 shall preclude either Party from seeking urgent interim relief, not otherwise provided for herein, from a Court of competent jurisdiction and to this end the Parties hereby consent to the jurisdiction of the High Court of South Africa, Gauteng Local Division: Johannesburg.

29. GENERAL

29.1 Nature of the relationship

Nothing in this Agreement constitutes a joint venture, agency, partnership or other fiduciary relationship between the Parties, or between either of them and the employees, subcontractors or consultants of the other. Save to the extent expressly otherwise provided for in this Agreement neither Party shall have any authority or power to bind the other or to contract in the name of or create a liability against the other in any way or for any purpose.

29.2 Communications between the Parties

All notices, demands and other oral or written communications given or made by or on behalf of either of the Parties to the other Party shall be in English or accompanied by a certified translation into English.

29.3 Remedies

Subject to the provisions of clause 27.3 above, no remedy conferred by this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, by statute or otherwise. Each remedy is cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law, by statute or otherwise. The election of any one or more remedies by either of the Parties does not constitute a waiver by such Party of the right to pursue any other remedy.

29.4 Entire Agreement

This Agreement constitutes the entire agreement between the Parties in regard to its subject matter. Neither of the Parties shall have any claim or right of action arising from any undertaking, representation or warranty not included in this Agreement.

29.5 Variations

No agreement to vary, add to or cancel this Agreement shall be of any force or effect unless recorded in writing and signed by or on behalf of both the Parties.

29.6 No Waiver

A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and is not deemed a waiver of any subsequent breach or default. A failure to exercise or a delay by a Party in exercising any right or remedy provided under this Agreement or by law does not constitute a waiver of that or any other right or remedy, nor does it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law prevents or restricts the further exercise of that or any other right or remedy.

29.7 Survival of Rights, Duties and Obligations

Termination or expiry of this Agreement for any cause does not release either Party from any liability which at the time of termination or expiry has already accrued to such Party or which thereafter may accrue in respect of any act or omission prior to such termination or expiry.

29.8 Severance

If any provision of this Agreement that is not material to its efficacy as a whole is rendered void, illegal or unenforceable in any respect under any law of any jurisdiction, the validity, legality and enforceability of the remaining provisions are not in any way affected or impaired thereby and the legality, validity and unenforceability of such provision under the law of any other jurisdiction are not in any way affected or impaired.

29.9 Assignment and Sub-contractors

5.1.3 Save as permitted by the provisions of this Agreement, neither Party may cede any of its rights or delegate any of its obligations under this Agreement without the prior written consent of either party, which consent shall not be unreasonably withheld.

5.1.3 The Service Provider may not sub-contract any of the Services to a third party without the prior written consent of the Employer. Any consent to such sub-

contracting if given shall not relieve the Service Provider from any of its liability or obligation under this Agreement and the Service Provider shall be responsible for the acts, defaults and neglects of any sub-contractor as fully as if they were acts, defaults or neglects of the Service Provider.

29.10 Counterparts

This Agreement may be signed in any number of counterparts. Each counterpart is an original and all counterparts taken together constitute one and the same instrument. Any Party may enter into this Agreement by signing any such counterpart.

29.11 Applicable law

5.1.3 This Agreement is governed by and shall be construed in accordance with the laws of South Africa.

5.1.3 Subject to the provisions of this Agreement, the Parties consent and submit to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Local Division, Johannesburg in any dispute arising from or in connection with this Agreement.

30. **ADDRESSES FOR LEGAL PROCESSES AND NOTICES**

30.1 The parties choose for the purposes of this Agreement the addresses and email addresses specified below:

5.1.3 The Employer :
Pikitup Johannesburg (SOC) LTD
66 Jorissen Street
Braamfontein

5.1.3 Service Provider:
Email:

30.2 Any legal process to be served on either of the Parties may be served on it at the address specified for it in clause 30.1 and it chooses that address as its *domicilium citandi et executandi* for all purposes under this Agreement.

30.3 Any notice or other communication to be given to either of the Parties in terms of this Agreement is valid and effective only if it is given in writing, provided that any notice

given by email is regarded for this purpose as having been given in writing.

30.4 Notwithstanding anything to the contrary in this clause 26, a written notice or other communication actually received by any Party is adequate written notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.

30.5 Any Party may by written notice to the other Party change its address or telefax number or email address for the purposes of clause 30.1 to any other address (other than a post office box number) provided that the change will become effective on the day following receipt of the notice.

31. COSTS

Each Party is responsible for its own costs, legal fees and other expenses incurred in the negotiation, preparation and execution of this Agreement

SIGNED at _____ on this the _____ day of _____ 2023.

For and on behalf of
PIKITUP JOHANNESBURG (SOC) LIMITED

Signatory:
Capacity:

SIGNED at _____ on this the _____ day of _____ 2023.

For and on behalf of

Signatory:
Capacity:

SCHEDULE 1

SCOPE OF SERVICES

- 1.1. PIKITUP requires a panel of Cooperatives for EPWP to conduct waste management in the following areas;
 - Litter picking (Separation of Waste)
 - Street sweeping/cleaning
 - Loading of waste to the trucks
 - Identify, remove and clean illegal dumping hotspots
 - Distribution of Pikitup refuse bags / bin liners at informal settlements
 - Conduct environmental education and awareness at communities, schools and businesses.
- 1.2. These services are on “an as and when” required basis.
- 1.3. The Cooperative would be required to:
 - 1.3.1. Appoint and manage the EPWP participants for the duration of the contract.
 - 1.3.2. Conduct recruitment, appointment and signing contracts of employment with the EPWP participants
 - 1.3.3. Serve as an employer to EPWP participants and manage the statutory requirements and conduct dispute resolutions
 - 1.3.4. Registration of EPWP participants for Unemployment Insurance Fund (UIF),
 - 1.3.5. Contributions and compensation for Occupation, Injury and Diseases (COIDA) compliance
 - 1.3.6. Provision of Personal Protective Clothing (PPE) i.e. Gloves, Mask, Reflector Vests, Safety Boots (loaders), Rain coats (seasonal), and overalls (loaders), and equipment such as bin liners, brooms, etc. must be supplied by the appointed co-operative to the EPWP participants
 - 1.3.7. Record keeping, safekeeping and returning of equipment such as litter pickers to Pikitup at the end of the contract period.
 - 1.3.8. Manage the signing and record keeping of daily attendance registers (timesheets)
 - 1.3.9. Responsible for payment of monthly stipend to EPWP participants
 - 1.3.10. Compiling and submission of all necessary reports in the format prescribed by Pikitup within timelines
 - 1.3.11. Report progress on implementation of project deliverables on a weekly and monthly basis
 - 1.3.12. Ensure compliance to Occupational Health and Safety requirements
 - 1.3.13. Plan, Organize, Lead, Control and Coordinate with timelines all EPWP project activities
 - 1.3.14. Management of project stakeholders

2. PIKITUP DEPOT ROLES AND RESPONSIBILITIES

- 2.1. **Provision of Bin Liners:** Cooperatives should provide their own bin liners for the work allocated to them. Bin liners should be in a different colour from that of Pikitup (i.e. Pikitup use clear and beige bin liners) as this will assist in measuring performance. Cooperatives will be responsible for the distribution of their own bin liners.
- 2.2. **Collections of Refuse Bags :** Pikitup will be responsible for the daily collection of filled bin liners produced by cooperatives following an agreed operational schedule between the cooperative and the depot

- 2.3. **Provision of brooms and litter pickers (once-off)** The depot will assist with the provision of litter pickers where needed. The cooperative must return all litter pickers upon expiry of contract before payment of final invoice. Should cooperative be unable to provide the latter, Pikitup will be obliged to deduct the total amount of all missing litter pickers using the value of a new litter picker for each missing item. Cooperatives must supply their own brooms.
- 2.4. **Monitoring and site inspection of the work done by cooperatives.** Cooperative will supervise its employees. Pikitup will allocate supervisors for each cooperative to conduct daily inspections including monitoring of performance. Weekly inspection sheets will be kept and signed off by the responsible Pikitup supervisor confirming that work was completed successfully. Cooperative will provide weekly evidence of before and after photos of work performed / completed. Photos should indicate original date and location when the photo was taken. Cooperative will submit weekly and monthly report of work performed with evidence including the attendance register of EPWP participants.

3. PERIOD / DURATION OF PROJECT

- 3.1. The panel of service providers (i.e. co-operatives) will be valid for a period of three (3) years on an as and when required basis.

4. REMUNERATION OF THE SERVICE PROVIDER, CONTRACTS, DISPUTE RESOLUTION MECHANISM FOR THE SERVICE PROVIDER'S STAFF AND RECORDS KEEPING.

4.1 Remuneration

- 4.1.1 The Service Provider shall submit the remuneration plan to Pikitup within 5 days from the Commencement Date, the plan shall include the employee's name, ID number, employee number, daily rate and pay date.

4.2 Contract of the Service Provider's Employee

- 4.2.1 The Service Provider shall submit a fully signed contract (supported by certified copy of employee's ID document) entered between itself and its employees to Pikitup within 5 days of the Commencement Date should contain clauses clearly indicate that the Service Providers' personnel are not employees of Pikitup thus conducting work does not imply to absorption into Pikitup employment at the end of contract.

4.3 Dispute Resolution Mechanism between the Service Provider and its staff

- 4.3.1 The Service Provider shall submit dispute resolution to Pikitup within 5 days of the Commencement Date which should clearly indicate the procedure it will follow in resolving work dispute.

- 4.3.2 The Service Provider shall be liable for the penalty of 50% of the invoice price where there have been disruption or stoppage of Pikitup service delivery caused by Service Provider's employee.

4.4 Records Keeping

- 4.4.1 The Service Provider shall submit record to Pikitup within 5 days of the Commence Date thereafter submit daily which shall include the following:

4.4.1.1 name of the staff member;

4.1.1.2 date of engagement;

4.1.1.3 description of the work done;

4.1.1.4 hours worked;

4.1.1.5 start and finish times per service;

4.1.1.6 indicate if there were any dispute;

4.1.1.7 signature of the Service Provider's Representative;

4.1.1.8 signature of the Employer's Site manager or the Employer's Representative.

5. MONITORING AND COMPLIANCE

- 5.1 Pikitup and the service provider/s will hold regular meetings that will amongst others address the following:

5.1.1 Service provider's performance (Weekly, Monthly and Quarterly)

5.1.2 Compliance with applicable laws and regulations

5.1.3 Penalties (Monthly)

5.1.4 Incidents (Weekly and Quarterly)

5.1.5 Operational Requirements and forward planning (Weekly)

SCHEDULE 2 EQUIPMENT

EPWP workers including transport allowance
Supervisor including transport allowance (As appointed by the Service Provider)
Professional Service Fee (Including Project Manager)
PPE Gloves *
PPE Dust Mask *
PPE Reflector vest *
PPE Safety boots (only for loaders) *
PPE Overall (only for loaders) *
Raincoat (optional) *
Bin liners *
Brooms *

SCHEDULE 3**SERVICES FEE AND PAYMENT****STANDARDISED PRICING FOR THE WASTE MANAGEMENT SERVICES REQUIRED ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF THIRTY SIX (36) MONTHS**

Item No	Item Description	Unit of Measure	Rate in ZAR (inclusive of VAT) Year One 1	Rate in ZAR (inclusive of VAT) Year Two 2	Rate in ZAR (inclusive of VAT) Year Three 3
1.	EPWP workers including transport allowance	Rate per EPWP worker per day	R 170,00	R 187,00	R 206,00
2.	Supervisor including transport allowance (As appointed by the Service Provider)	Rate per supervisor per day	R 250,00	R 275,00	R 302,50
3.	Professional Service Fee (Including Project Manager)	Rate per day	R 550,00	R 605,00	R 665,50
4.	PPE Gloves *	Per pair	R25,00	R26,25	R27,50
5.	PPE Dust Mask *	Each	R5,00	R5,25	R5,50
6.	PPE Reflector vest *	Each	R40,00	R42,00	R44,00
7.	PPE Safety boots (only for loaders) *	Per pair	R375,00	R393,75	R413,50
8.	PPE Overall (only for loaders) *	Each	R170,00	R178,50	R187,50
9.	Raincoat (optional) *	Each	R138,00	R145,00	R152,00
10.	Bin liners *	Each	R1,25	R1,31	R1,38
11.	Brooms *	Each	R80,00	R84,00	R88,20

* PPE and equipment allowance are made for EPWP participants. Prior approval for PPE items and equipment items as well as the quantities to be issued to EPWP participants must be obtained in writing from the relevant Depot Manager dependent on the tasks to be executed.

SCHEDULE 4**SITES**

1. **TABLE OF PENALTIES**

Item	Description	Penalty
1	Failure to adhere to Pikitup's Health and Safety Requirements rules and regulations. Service personnel working without safety clothing/equipment	10% of the monthly invoice on the first incident ,20 % of the monthly invoice on the second incident and termination of the contract on the third incident
2	Failure to keep records work done	10% of the monthly invoice on the first incident,

Item	Description	Penalty
		15% of the monthly invoice on the second incident and termination of the contract on the third incident
3	Stopping of operations due to service provider negligence (not within the 12 and 24 hr. period)	40% of the monthly invoice on the first incident and second incident amounts to termination of the contract