

TRANSNET PROPERTY ENQUIRY  
NUMBER:

DESCRIPTION OF THE WORKS: PROVISION OF PEST CONTROL SERVICES WITHIN KZN EMPANGENI, RICHARDS BAY,  
VRYHEID AND SURROUNDING AREAS FOR A PERIOD OF 36 MONTHS

**PROVISION OF PEST CONTROL SERVICES WITHIN KZN  
EMPANGENI, RICHARDS BAY, VRYHEID AND SURROUNDING  
AREAS FOR A PERIOD OF 36 MONTHS**

**Section 3: SCOPE OF REQUIREMENTS**

**SCHEDULE OF REQUIREMENTS**

**FOR THE PROVISION OF**

**PEST CONTROL SERVICES**

**IN KZN REGION**

**EMPANGENI, RICHARDS**

**BAY, VRYHEID &**

**SURROUNDING AREAS.**

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## 1. DEFINITIONS

In this Agreement: -

- 1.1 **"acts"** means – all legislation which governs any aspect of this Agreement including without limitation the Agricultural Remedies and Stock Remedies Act 36 of 1947 (as amended), the Environmental Conservation Act 73 of 1989 (as amended), the Hazardous Substance Act 15 of 1973 (as amended).
- 1.2 **"existing equipment"** means all existing equipment supplied to or made available by Transnet Property to the Service Provider within or on the Premises.
- 1.3 **"high risk areas"** refers to toilets and ablution facilities, all kitchens and mess facilities, all electricity distribution boxes and ducts, all cable ducts and trays, all air-conditioning ducts, all service ducts, garbage areas and garbage storage areas; waste facility areas, reception lobby, passages, basement storage areas, cafeteria / canteen area, pause areas, bulk filing areas.
- 1.4 **"normal working-hours"** means the hours from **07h30 to 16h00**;
- 1.5 **"person"** includes, a natural person, a partnership, a business trust, a foundation, any company or close corporation incorporated or registered in terms of any law, and other body of persons corporate or unincorporated;
- 1.6 **"premises"** means any site, place regardless of whether it is or form part of any temporary or permanent structure, building which is the property of, or is occupied or used by, or is under the control and / or management of Transnet Property and where the Service shall be provided.
- 1.7 **"property"** means any movable, immovable or intellectual property or any right to such property;
- 1.8 **"services"** means the work, functions, tasks, services, and / or goods to be performed, rendered and or 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 Schedule of Requirements (Deliverables);
- 1.9 **"Service equipment"** means all tools, appliances, machinery and equipment or any other protective equipment required, which the Service provider is obliged to procure at his own cost and which he is required to utilise or deploy in performing, rendering or supplying the Services;
- 1.10 **"Service manager"** – means the building- / centre- / lodge- / hostel manager or any person appointed by Transnet Property from time to time as responsible for the management of this Service on a specific Premises.
- 1.11 **"Sensitive security area"** refers to computer centre, personnel records, cashiers, archives, top management office areas and all other areas indicated to the Service Provider;

- 1.12 "**site**" means any site, place regardless of whether it is or form part of any temporary or permanent structure, building which is the property of, or is occupied or used by, or is under the control and / or management of Transnet Property;
- 1.13 "**specifications**" means method and standards applicable to the rendering of the Service, as well as the materials to be provided and used, are described;
- 1.14 "**Service Provider**" means the successful tenderer that has been awarded the Service for the period stipulated;
- 1.15 "**third party**" means any person other than the Service Provider or Transnet Property;
- 1.16 "**tenant**" means any Person with his staff, client's and service providers with whom Transnet Property has entered into a lease agreement for the whole or a portion of the Premises;
- 1.17 "**Transnet Property**" means – a division of Transnet SOC Ltd, a State-Owned company duly incorporated in accordance with the laws of South Africa with registration number 1990/000900/30, duly represented herein by the Chief Executive, Transnet Property and or his duly appointed delegate, who warrants that he is duly authorized hereto;
- 1.18 "**visitor**" a person who visits a tenant, staff member on the Premises or who attends a meeting on the Premises;
- 1.19 clause headings are inserted for convenience and shall not be used in its interpretation;
- 1.20 where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 1.21 expressions defined in this Contract shall bear the same meanings in the specifications, schedule or annexure to this Agreement which do not themselves contain their own definitions;

## 2 FUMMIGATION AND BAIT STATION SERVICES

- 2.1 This Service covers the complete **pest control services** on the Premises or any other work arising that relates to pest control. Should additional services be required excluding those services referred to in this clause, the Parties shall negotiate and agree mutually regarding such services.
- 2.2 All areas will be treated on scheduled basis and all high-risk areas will be treated more frequently as and when required.
- 2.3 It remains the Service Providers responsibility to ensure that all quantities, areas and dimensions given, are correct.
- 2.4 The Service Provider shall be obliged to supply all labour, transport, material / products, and service equipment plus any other equipment required, at the service providers own cost, for the proper provision of the Service at the Premises. Transnet

Property reserves the right to approve or disapprove these material / products and equipment.

- 2.5 The Service Providers procedures for the procurement, storage, handling, transporting, application and general use of chemicals shall comply with all applicable legislation. Codes of Practice and Local, Regional or Provincial Authorities, including but not restricted to:
- Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended.
  - The Hazardous substance Act (Act 15 of 1973).
  - The Environmental Conservation Act (Act 73 of 1989).
  - Basic Conditions of Employment Act 75 of 1997
  - The Occupational Health and Safety act, 1993 (Act 85 of 1993) and the regulations promulgated in terms of the act.
  - Any other relevant legislation and regulations applicable to the required services.
- 2.6 The Service Provider must supply a list of registered products, which they intend using, supported by specimen labels, indicating:
- Trade Name.
  - Generic Name.
  - Registration Number.
  - Ingredients (type and content) as shown on the label.
  - Application rates.
- 2.7 The Service Provider will provide Transnet Property with the Material Safety Data Sheets for all remedy utilized in or on the Premises.
- 2.8 The service provider shall take full responsibility for any type of chemicals that will be used and will ensure the safety of employees and people who are within the perimeters of where the chemicals will be used and or placed.
- 2.9 The Service Provider shall completely suppress the following pests:
- 2.9.1 Indoor populations of rodents, insects, arachnids, and other arthropods.
- 2.9.2 Outdoor populations of potentially indoor-infesting species that are within the Premises boundaries.
- 2.9.3 Nests of stinging insects within the Premises boundaries.
- 2.9.4 Birds, bats, moles, ants, small mammals, and all other vertebrates
- 2.9.5 and reptiles that are within the premises boundaries.
- 2.9.6 Individuals of all included pest populations that are incidental invaders inside the building, including winged termite swarms emerging indoors and wood borer insects.
- 2.10 The Service Provider shall adhere to the following:

- 2.10.1 Indoor Trapping: as a general rule, rodent control inside the building shall be accomplished with trapping devices only. All such devices shall be concealed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations. The Service Provider shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner.
- 2.10.2 Use of Rodenticides: In exceptional circumstances, when rodenticides are deemed essential for adequate rodent control inside the building. All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals, or in SABS-approved tamper-resistant bait boxes. As a rule, rodenticide application outside the building shall emphasize the direct treatment of rodent burrows wherever feasible.
- 2.11 Bait boxes on the outside of the building shall be installed around the exterior perimeter at maximum 30m intervals, including either side of entrances to the building or where there is a potential for rodent entry into the building. All bait boxes shall be inspected and serviced on a monthly base or "as and when required".
- 2.12 All bait boxes shall be maintained in accordance with prescribed regulations, with an emphasis on the safety of non-target organisms.
  - 2.12.1 All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations.
  - 2.12.2 The lids of all bait boxes shall be securely locked or fastened shut.
  - 2.12.3 All bait boxes shall be securely attached or anchored to floor, ground, wall, or other immovable surface, so that the box cannot be picked up or moved.
  - 2.12.4 Bait shall always be secured in the feeding chamber of the box and never placed in the runway or entryways of the box.
  - 2.12.5 All bait boxes shall be labelled on the inside with the Service Provider business name, address, and dated by the *Contractor's* technician at the time of installation and each servicing.
- 2.13 The Service Provider will provide Transnet Property with a plan / drawing outlining the positioning of all Bait stations and / or Electronic Fly Catchers in or on the Premises.
- 2.14 Internal control measures for food storage and or preparation areas;
  - 2.14.1 shall consist of the use of glue boards placed inside tamperproof bait boxes, which are secured in place and locked. All glue boards will be replaced monthly.
  - 2.14.2 Non-toxic gels will be used for controlling cockroaches and ants. The gel application will be a focused treatment of breeding and harbourage areas, i.e. sinks, geysers, fridge motors, distribution boards, drains, appliances etc.

2.14.3 Residual pesticide treatment will not be used.

- 2.15 Electric flying insect monitors will be used as needed to identify flying insect entry into the buildings. These units will be installed so that insects are not attracted from outside the building. These units will not be placed within 3 metres of exposed food products. All units will be cleaned monthly. Light tubes will be change annually.
- 2.16 When requested by Transnet Property to execute an unscheduled service (Task Order) the Service Provider will commence the Service within twenty-four (24) hours of notification or within less than twenty-four (24) hours depending on the risk that may pertain.
- 2.17 The Service Provider shall be held responsible for damage to Transnet's and adjoining property caused by his actions.
- 2.18 The Service Provider shall not use or keep any poisonous or highly flammable materials on the Premises without the approval of Transnet Property, for the rendering of this Service or for whatever purpose.
- 2.19 Transnet Property reserves the right to inspect storerooms and to make certain recommendations according to its discretion regarding the correct handling / storage of consumables, agents in view of any statutory requirements. These recommendations shall immediately be implemented by the Service Provider.
- 2.20 Should the premises where the services is provided during the contract period, increase as a result of the building of additional areas, changes to or erection of other buildings on the Premises, the tender amount shall increase or decrease pro rata with the applicable amount that is calculated according to the area against the already tendered applicable unit price(s) per square metro in accordance with the schedule of quantities and rates (Section 6).

### **3. THE SERVICE EQUIPMENT**

- 3.1 The Service Provider shall procure, acquire, install and maintain in good and safe working order all Service Equipment entirely at its own cost and shall have no claim based on enrichment or for compensation, or reimbursement or of any other nature whatsoever, against the Transnet Property.
- 3.2 The service provider shall produce the Material Safety Data Sheets of the chemicals that will be used on Transnet Property premises, Transnet will assess the master data sheet and the chemicals to ensure that the chemicals adhere to the regulations stipulated in line 2.5.
- 3.3 The Service Provider shall at all times bear the risk of loss, damage, destruction, or theft of any or all Service Equipment and shall have no claim based on enrichment or for compensation, or reimbursement or of any other nature whatsoever, against Transnet Property, irrespective of the cause or the circumstances which give rise to such loss, damage, destruction, or theft.
- 3.4 Transnet Property provides no storage space to the Service Provider. Transnet Property may, if possible, make storage space available to the Service Provider. If

storage space is not available, the Service Provider is responsible for obtaining it.

- 3.5 The Service Provider shall, insure his Service Equipment against all risks in terms of an insurance policy.
- 3.6 Transnet Property shall supply water and electricity that will be needed for the rendering of the Service to the Service Provider free of charge. A continuous supply of water and electricity can however not be guaranteed. The Service Provider must, however, supply and maintain the necessary extension cords and equipment at own cost. The Service Provider undertakes to switch off lights and turn off taps when a service in a specific area is completed. When wastage is brought to his attention, he shall switch off lights, turn off taps and where needed report the situation to the Service Manager.
- 3.7 The Service Provider acknowledges that it is vital for the Service Provider to be able to provide, render, perform and supply the Services, to acquire and use the Service Equipment that is appropriate and suited for the provisions of the Services and that such equipment is maintained in good order and repair.
  - 3.7.1 No equipment, tools or instruments that might cause damage to the building, appliances, persons or the contents thereof, may be used.
  - 3.7.2 The Service Provider shall not use defective electrical equipment that could trip the earth leakage unit. Any damages of whatever nature that are caused as a result of this shall be collected from the Service Provider.
  - 3.7.3 The Service Provider may only use electrical equipment that is used under normal circumstances for the purposes referred to in this Contract and the Service Provider may not tamper with the electrical installation or make any changes thereto without the permission of Transnet Property.
  - 3.7.4 The Service Provider may not affix any connections to the electrical system, excluding connections at existing power points provided by Transnet Property. As far as connections at power points are concerned, equipment and appliances that are used, may not exceed 2 000 watt per power point without prior approval by Transnet Property.
  - 3.7.5 The equipment used by the Service Provider must, where applicable, in all respects conform to The Occupational Health and Safety Act, 85 of 1993.
  - 3.7.6 Equipment that is used during a process must in all respects conform to the necessary requirements.
- 3.8 The Service Provider is only allowed to refill, empty or clean his equipment or machinery at places pointed out by Transnet Property or statutory requirement.

#### **4. THE EXISTING EQUIPMENT**

- 4.1 The Existing Equipment shall at all times remain the sole property of Transnet Property.
- 4.2 The Service Provider shall only use the Existing Equipment for purposes of providing, performing, rendering or supplying the Services in terms of this Contract.



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- 4.3 The Service Provider shall maintain and repair the Existing Equipment at its own cost to the satisfaction of Transnet Property.
- 4.4 Should any of the Existing Equipment be damaged, destroyed, lost or stolen, irrespective of the cause, the Service Provider shall at its own cost replace same with a new item of the same nature and quality and where possible of the same make and model and shall have no claim based on enrichment or for compensation, or reimbursement or of any other nature whatsoever, against Transnet Property.
- 4.5 Upon termination of this Contract for any reason, the Service Provider shall return the Existing Equipment to Transnet Property, in a good working order and condition, fair wear and tear excepted.
- 4.6 It is expressly recorded that Transnet Property does not warrant that the Existing Equipment is fit or suitable for the purposes for which it is provided to the Service Provider.
- 4.7 Should Transnet Property provide or make available any material and or equipment, the Service Provider shall be responsible for the correct and economical transport, storage and usage thereof. The cost of any loss or damage to Transnet Property equipment other than through normal wear and tears, and any uneconomical usage or loss of material provided by Transnet Property, will be recovered from the Service Provider.

## **Site Information**

**Refer to annexure A, B, and C (BOQ) and List of Areas**