

DESCRIPTION OF THE WORKS: PROVISION FOR THE SUPPLY AND DELIVERY OF TOOLS, MATERIALS, SPARES AND CONSUMABLES ON AN "AS AND WHEN" BASIS TO VARIOUS TRANSNET PROPERTY SITES WITHIN THE KZN CONTAINER CORRIDOR (DURBAN; PIETREMARITZBURG, LADYSMITH, NEWCASTLE) FOR A PERIOD OF 36 (THIRTY-SIX) MONTHS.



COMPLIANCE VERIFICATION TO SCOPE OF WORKS

NO.	HEADING	COMPLIANCE Indicate by Ticking Yes or No	COMMENT
1.	Scope of Requirements		
	Scope of Works (Annexure A)		
2.	Schedule of Prices		
	Pricing Schedule – A1		

C3: Scope of Work: *Service* Information

Definitions:

In this Scope of Work:-

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).
2. “**existing equipment**” means all existing equipment supplied to or made available by Transnet Property to the Supplier within or on the Premises;
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, service passages, basement passages, basement storage areas, cafeteria / canteen area, pause areas, bulk filing areas.
4. “**normal working-hours**” means the hours from **07:30 to 17:00**;
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;
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.
7. “**property**” means any movable, immovable or intellectual property or any right to such property;
8. “**services**” means the work, functions, tasks, services, and / or goods to be performed, rendered and or supplied by the Supplier, 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);
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;
10. “**service manager**” means a person appointed by the *Employer* in accordance to NEC TSC standard, responsible for issuing instructions to the *Contractor*, management of the *Contractor* and Service provided by the Contractor in terms of this scope of works;
11. “**sensitive security area**” refers to computer centres, personnel records, cashiers, archives, top management office areas and all other areas indicated to the Supplier;
12. “**site**” means any Transnet 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;
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;
14. “**supplier**” means the successful tenderer that has been awarded the Service for the period stipulated;

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15. **"third party"** means any person other than the Supplier or Transnet Property;
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;
17. **"Transnet Property"** means – a specialist unit of Transnet SOC Ltd, a public company duly incorporated in accordance with the laws of South Africa with registration number 1990/000900/30, duly represented herein by the Chief Executive Officer, Transnet Property and or his duly appointed delegate, who warrants that he is duly authorised hereto;
18. **"visitor"** a person who visits a tenant, staff member on the Premises or who attends a meeting on the Premises;
19. clause headings are inserted for convenience and shall not be used in its interpretation;
20. where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
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;

1. Contractor's objectives

- 1.1. The *Employer's* objective is to enter into a term *Service* contract with the *Contractor* to **supply and deliver the desired tools, materials, spares and consumables** on an "as and when" basis for building/property/site owned, managed or leased by the Employer for a period of **36 months** to ensure maintenance compliance with all applicable legislative requirements including those relating to the Occupational Health and Safety Act, 1993, (Act No 85 of 1993), and all applicable standards to materials supplied.
- 1.2. The provider may be required to provide any or all of the following services, including additional services, if any:
 - 1.2.1. furnishing of tools required for assembly and/or maintenance of the supplied goods; furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods.
 - 1.2.2. performance or supervision or maintenance and/or repair of the supplied goods, for a period agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and
 - 1.2.3. training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods
- 1.3. The supplier **MUST** provide the details, locations and address of the physical store / hardware that supplies material used in the civil and electrical trade, including tools that will be sourced.
- 1.4. The Supplier must be able to supply and deliver the items ordered within a maximum of 1 week to the major Transnet facilities listed in this bid.
- 1.5. The Service Provider to submit a minimum of one, but preferably two, traceable reference/s with contact details. References shall be in a formal company letter head of the previous Client where the Service Provider provided similar service for in the last five years to the value of not less than R 500 000.

2. Quality

- 2.1. The Supplier's must submit a method statement procedure for the procurement, storage, handling, transporting, and consumables shall comply with all relevant regulations and standards through the conclusion of this Term Service Contract with the Contractor.
- 2.2. All material must meet the South African National Standards (SANS) and Occupational Health and Safety Act minimum standards and requirements or EN Standard and CE standards.
- 2.3. The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage.

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3. Warranty

- 3.1. The service provider warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The provider further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 3.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 3.3. Should there be a failure or defective product encountered as a result of factory fault, handling, shipment or any product defect, the Employer shall notify the service provider and upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 3.4. If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

4. Insurance

- 4.1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

5. Transportation/Delivery

- 5.1. The tender shall be inclusive of delivery. The delivery rate per km price shall be specified.

2. Executive overview

- 2.1. Transnet Property is responsible for the maintenance of a large portfolio of properties in the respective regions. Taking into consideration managed properties of Transnet's Operating Divisions (ODs) including, Transnet Port Terminals and Transnet Freight Rail.
- 2.2. The portfolio is made up of vacant land, commercial (office, retail, warehouses, industrial parks, plant and production, stores, and workshops), residential (single unit houses and hostels) and hospitality/recreational.
- 2.3. It is Transnet Property's responsibility to maintain this portfolio continually and manage all related breakdowns effectively to allow the above-mentioned ODs to focus on delivering best on their core business in a safe, healthy and conducive environment.

3. Description of the Services

- 3.1. The Service Provider shall supply the Employer with the tools, materials, and consumables as outlined by the Employer but not limited to the Bill of Quantities.
- 3.2. The Contractor shall:
 - 3.2.1. Ensure that he/she has adequate equipment to carry-out the activities as specified on the bill of quantities.

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- 3.2.2. Submit invoices, delivery notes and/or statements for all items procured monthly to the Employer or his representative for approval.
- 3.2.3. Be responsible for overall management and supervision of the contracted personnel performing duties in accordance with the provisions of this Contract.
- 3.2.4. Exercise adequate care and diligence in the rendering of the services and the performance of its obligations to the Employer.
- 3.2.5. Take adequate precaution against damage to the equipment and workmen of the Employer and all other persons, from injury or damage during the Service. The Contractor or any of its employees, sub-contractors or agents will be held responsible for any damage to equipment and materials or the contents thereof or for indirect loss, caused by him, either because of his actions or failure to act, whether it was done during the normal performance of their duties or not, and a claim for damages may be instituted against the Contractor accordingly.
- 3.3. It shall be considered that the Service Provider has considered all aspects relating to the health and safety of their workforce when operating within the contract area. Should the Service Provider have any Occupational Health and Safety concerns, these should be brought to the attention of the Service Manager.
- 3.4. The Service Provider must furnish details of any equipment that may be brought to the site upon inspection. The Employer reserves the right to inspect such equipment at any point during the contract.
- 3.5. The quality of the level of service to be rendered must be in accordance with the acceptable standard of the employer and of the trade concerned at a competitive rate.
- 3.6. It is the responsibility of the Service Provider to ensure that personnel in his/her service and especially those delivering goods for the Employer meet the requirements (and always enter into a section 37.2 agreement of the Occupational Health & Safety Act 85 of 1993).
- 3.7. All possible steps shall be taken by the Service Provider to ensure:
 - 3.7.1. The protection of the employer's staff from injury, death, or any other offences, including offences referred to in all Schedules of the Criminal Procedure Act, 1977 (Act 51 of 1977),
 - 3.7.2. The protection of employer's property at the intended sites and the protection of said property against damage, vandalism, or theft,
 - 3.7.3. The protection of information, and
 - 3.7.4. That there is no interruption of the Transnet business process
- 3.8. The Service Provider shall ensure that all goods wherever possible is in accordance with the appropriate SANS/ISO requirements. Without limiting the foregoing, the Service Provider shall be deemed to be fully familiar with and to comply with all the statutory Regulations or by-laws or any industry standards or Codes of Practice or manufacture's recommendations as applicable to all parts of the work and shall indemnify Transnet against any legal proceedings, claims or losses arising from breach of or failure to comply with same. But without limitation, the Service Provider shall observe:
 - 3.8.1. Occupational Health and Safety Act 85 of 1993 and any amendments thereto,
 - 3.8.2. The regulations appertaining to the Control of Substances Hazardous to Health, and
 - 3.8.3. South Africa National Standards (SANS)/ISO standards.

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- 3.9. Transnet reserves the right to inspect the service rendered by the bidder at any time, to ensure that the service is rendered in accordance with the conditions of the contract and the tender specification.
- 3.10. The Service Provider shall not erect or display any sign, printed matter, painting, name plates, advertisement and article or object of any nature whatsoever in or to Employer's buildings or sites or any part thereof without written consent.
- 3.11. Emergency Call Out Service
- 3.11.1. The Contractor shall for the period of this Contract provide services on as and when basis during normal business hours of between 07:00 – 17:00 called upon by the Service Manager.
- 3.11.2. Emergency service may be executed without receipt of an official order number and solely on the request from the Employer. The Contractor must however ensure that the official from the Employer signs the job card/delivery note. The Contractor must also ensure that he obtains an official order number from the Employer the following working day or as soon as practicable.
- 3.11.3. Only breakdowns which affect public health and safety or the operation and safety of sensitive equipment, shall be treated as emergency repairs. Breakdowns involving personal comfort shall not be considered as emergency repairs unless authorized by the Employer.
- 3.11.4. The delivery time for spares (i.e., from the Contractor's receipt of an official request to his delivery on Site) shall be a minimum of within 24 hours to a maximum up to 1 week.

4. Management structures

4.1. Performances Measures

- 4.1.1. Should Contractor fail to meet the key performance areas set out in this Scope of work and further fail to remedy the Non-Performance in accordance with the remedy period indicated in a target key performance, it shall be liable to the Client for a Deduction only in respect of the Critical Items detailed in performance indicator in Table 1 hereto and determined in accordance with the table below. Such Deduction shall be assessed daily and set off against any payments due by the Client to Contractor.
- 4.1.2. The Deduction shall be as indicated in the penalties set out in the performance indicators table 1 below.

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Key Area	Performance	Key Performance Indicator	Key Performance Target	Penalties
Ordering and delivery experience		Delivery of orders within agreed times (per the technical evaluation criteria submitted) upon receipt of Transnet request to the Service Provider.	100%	<ul style="list-style-type: none"> 5 % of the monthly invoice, amount payable the following month. 3 consecutive non-conformances will result in termination of contract at Transnet's discretion.
Statutory Inspection Compliance		Maintaining statutory (OHS Act and other Regulations) compliance of the <i>Premises</i> and meeting the requirements	100%	<ul style="list-style-type: none"> No non-compliances will be tolerated. Immediate termination of contract for any non-compliance
Safety		No occurrence of Life-Threatening Incidents	<0 Hours with LTI	<ul style="list-style-type: none"> No non-compliances will be tolerated. Immediate termination of contract for any non-compliance
Time to Quote		Number of business days to get a quote (in cases of cost-plus mark-up items) to be approved/returned by <i>Contractor</i> .	1 day	<ul style="list-style-type: none"> 5 % of the late submitted quote amount payable on related invoice.
				<ul style="list-style-type: none">
Finance, payments and invoices		Service provider to submit accurate invoices monthly.	100%	<ul style="list-style-type: none"> No payment
Quality		<ul style="list-style-type: none"> Material must meet the SABS and all applicable codes standards in terms of build and functional performance and Safety. SABS Approval stamp on the electrical components and on the material instruction manual it's always indicated if the component is SABS Approved 	100%	<ul style="list-style-type: none"> No non-compliances will be tolerated. Immediate termination of contract for any non-compliance

Table 1: Performance Index

4.2. Management meetings

- 4.2.1. The *Contractor* or its duly authorised representative may be required to attend (as needed) Co-ordination/Risk Reduction meetings with the *Employer* or his delegate to discuss the provision of *Services*, and the *Contractor* warrants that any representative who attends such Co-ordination/Risk Reduction meetings on its behalf shall be duly authorised to do so and to bind the *Contractor* vis-a-vis all decisions taken, and agreements reached. Minutes and records of such Co-ordination/Risk Reduction meetings shall be the responsibility of the *Employer*. Minutes will be made available to the *Contractor* within seven (7) working days.
- 4.2.2. The *Contractor* must, upon request by the *Employer*, present a written report on statement of account by it, in respect of any Site/Affected Property. Unless the *Employer* prescribes otherwise, this report shall include the following:
 - 4.2.2.1. Name, address, and telephone number of the *Contractor*.
 - 4.2.2.2. Date of report and reporting period.
 - 4.2.2.3. Incidents/events.
 - 4.2.2.4. Problems, including administrative problems with the *Employer* experienced during reporting period.
 - 4.2.2.5. Any factors that affect, or may affect, the safety of the Site / Affected Property or people and equipment.
- 4.2.3. The *Employer* may request supplementary and interim written reports from the *Contractor*.

4.3. *Contractor's* Management, Supervision and Key People

- 4.3.1. The *Contractor* shall appoint to Site / Affected Property a "competent" person in charge. Any instruction to him / her by the *Employer* shall be deemed to have been issued to the *Contractor*. Whenever the representative (supervisor) is absent from the Site / Affected Property, a suitable person shall be appointed to act as his / her deputy.
- 4.3.2. The *Contractor* shall always ensure that there is sufficient suitably qualified and experienced personal to provide the *Service*. The *Service* covered in this Contract must be executed under direction of a qualified supervisor.
- 4.3.3. All employees provided by the *Contractor* in terms of this Contract shall always be neat and properly clothed to the satisfaction of the *Employer*. Employees must be identifiable as employees of the *Contractor* by means of their uniforms.
- 4.3.4. The *Contractor*, or any agent or employee of his, must wear protective clothing where necessary. The *Contractor* must supply the relevant protective clothing at his own cost.

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- 4.3.5. Personal hygiene must be always maintained by the Contractor's employees and agents.
- 4.3.6. The *Contractor* and its employees will maintain acceptable noise levels within the employer's premises or sites.
- 4.3.7. The salaries or wages paid by the *Contractor* to his employees must always comply with the applicable statutory requirements in respect of minimum wages.
- 4.3.8. All training and evaluation costs as provided for in terms of this Contract shall be borne by the *Contractor*.
- 4.3.9. It is the intention of both Parties that employees provided in terms hereof shall, as far as practically possible, not fail to carry out their duties as a result of any form of intimidation. Should intimidation of employees be suspected, the *Contractor* shall take prompt action in conjunction with the South African Police *Service* to remedy the situation.
 - 4.3.9.1. Such action shall, if deemed necessary by the *Employer*, include immediate replacement of the employees involved.
 - 4.3.9.2. The *Contractor* shall forthwith notify the *Service Manager* of any form of intimidation its employees may be subjected to.
- 4.3.10. The employees of the *Contractor* may use rest-room facilities that have been pointed out to the *Contractor*.
- 4.3.11. The *Contractor* shall further ensure that all workmen are fully aware of the conditions and requirements of this Contract and shall furnish all workmen with copies of all relevant Standard Specifications and Regulations.
- 4.3.12. If the *Employer* requires any information regarding any of the employees of the *Contractor* who are involved in the rendering of the *Service* in terms of this Contract, the *Contractor* will furnish such available information immediately.

4.4. Deliverables

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

- 4.4.1.1. Original Purchase order
- 4.4.1.2. Delivery note (*Employer* signed)
- 4.4.1.3. Original Quote (where applicable).
- 4.4.1.4. All staff and labour issues that can affect service delivery to Transnet.

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4.4.1.5. Incident report summary as compiled (where applicable)

4.5. Documentation Control

- 4.5.1. During the progress of the *Services/Task* and prior to their completion, the *Contractor* will submit to the *Employer* any Documentation as requiring submission to the *Employer* prior to completion of the *Contract/Task*.
- 4.5.2. If it is agreed between the *Employer* and the *Contractor* that modifications to any such Documentation are necessary, then such modifications shall be incorporated in the relevant Documentation by the *Contractor* and the Documentation, thus modified will be re-submitted to the *Employer* prior to the completion of the *Contract/Task*.
- 4.5.3. Where applicable, the Documentation to be supplied to the *Employer* in terms of this Contract will include updated copies of the Documentation, duly modified where necessary to cover the *Contractor's Services*.
- 4.5.4. The *Employer* may from time to time during the progress of the Contract instruct the *Contractor* to submit for approval, perusal or prior to the completion of the *Contract/Task* such additional Documentation as the *Employer* may require.
- 4.5.5. The times for submission of the Documentation shall be as stipulated in the Scope of Works or where not so stipulated, then on dates to be mutually agreed between the *Employer* and the *Contractor*, but generally as soon as possible after such Documentation is completed by the *Contractor*.
- 4.5.6. The *Contractor* will maintain an up-to-date schedule of all Documentation showing the date of all such Documentation, which schedule shall be supplied to the *Employer* by the *Contractor* at agreed intervals.
- 4.5.7. The *Employer* will have the right at all reasonable times to inspect the Documentation of the *Contractor* or any *Sub-Contractor*.
- 4.5.8. All Documentation shall become and remain the property of the *Employer*. Title to all information, know how, inventions and improvements disclosed to the *Employer* by the *Contractor* under the Contract will become the property of the *Employer*.
- 4.5.9. Approval given by the *Employer* shall not relieve the *Contractor* from responsibility for due performance of this Contract and adherence to Technical Information provided by the *Employer*. The *Contractor* shall protect and save harmless the *Employer* and *Employer's* employees against all losses, expenses, demands, errors, or omissions detailing of the *Contractor*, its sub-*Contractors*, agents or employees in the provision of any Documentation under the terms of the

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Contract. To this end, it shall be the *Contractor's* responsibility to arrange professional indemnity cover through an insurance company acceptable to the *Employer*, the limits of such cover to be determined by the *Employer* in relation to the *Service*.

4.5.10. The *Contractor* shall, upon request, provide the *Employer* with all records related to this Contract/*Service*.

4.6. Invoicing and Payment

4.6.1. When making a claim for payment, the *Contractor* shall submit to the *Service Manager* or appointed *Employer* representative a complete and correct pro-forma invoice with all relevant documents as listed in 4.4.1 above for scrutiny and verification of correctness.

4.6.2. Thereafter, inspections will be carried out by the *Service Manager* or appointed *Employer* representative, to affect quality assurance. If the *Service* has been completed to his satisfaction, only upon agreement being reached on the amount to be included in the payment certificate shall the *Contractor* provide the *Employer* with a VAT invoice.

4.6.3. The following information shall be reflected on the pro-forma invoices and or VAT invoices:

4.6.3.1. Full description of *Service* / Task performed.

4.6.3.2. Fixed monthly contracted *Services* performed.

4.6.3.3. Detailed list of materials / spare parts delivered (to show unit prices, *Contractor's* mark-up, and sub-total).

4.6.3.4. Copies of all applicable invoices with the applicable inventory number (invoices without order numbers will not be processed for payment).

4.6.3.5. V.A.T.

4.6.3.6. Grand Total.

4.6.4. Supporting documentation must be furnished in respect of all materials / Consumables and sub-contract *Service* bought out in the form of copies of supplier/s invoices or copies of priced delivery notes.

4.6.5. Notwithstanding the foregoing, the *Service Manager* or appointed *Employer* representative shall have the right to call for invoices rendered by suppliers to the *Contractor* in respect of materials purchased and shall be entitled to withhold the issuing of the payment certificate to the *Contractor* until such information / documentation have been furnished to the *Employer*,

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provided that, in respect of additional documentation required by the *Employer*, the *Employer's* instruction shall have been given to the *Contractor* in sufficient time before any such payments certificate became due.

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

5. Health and Safety, Environment and Quality Assurance

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

- 5.1.1. The *Contractor* must, for the duration of this Contract, comply with the terms of any Act of Parliament and with the regulations and rules of any local or other authority about the *Service*, and he must at all times notify such an authority when notice is required and pay all fees to the authority that are payable regarding the *Service*. The *Contractor* undertakes to indemnify the *Employer* against all losses, costs, damage, or expenses caused by the *Contractor's* failure to comply with the requirements of any such local legislation or Act of Parliament, regulations, and rules. Should such fees not be paid by the *Contractor*, the *Employer* may, although it is not obliged to do so, directly make the payment. Such payment and any expenses incurred by directly making the payment and arrangements with regard thereto shall be deducted from the payment due to the *Contractor*, or it shall be recovered from him.
- 5.1.2. The *Contractor* shall comply with the Occupational Injuries and Diseases Act. (Act 130 of 1993) and any amendments thereof: The *Contractor* shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.
- 5.1.3. The *Contractor* shall comply with the Occupational Health and Safety Act (Act No. 85 of 1993). The *Contractor* is, in terms of section 37(2) of the Act deemed to be an *Employer* in his own right with duties as prescribed in the Act and agrees to ensure that all work will be performed or machinery or plant will be used in accordance with the provisions of the Act, that all persons in his employ, other persons at the place of any work performed by him and under his control and other persons who may be directly affected by his activities are not exposed to hazards to their health and safety, with particular reference to both the performance of the *Service* and the safety of the Installation maintained in terms of this Contract. This Contract and all documents attached or referred to, form an integral part of this Contract and procedures mentioned in the aforementioned section of the Act.
- 5.1.4. The *Contractor* shall at his own costs at all times comply with the provisions of all such Laws, Provincial Ordinances, Local Authority Bylaws, and all relevant Regulations framed there under which are applicable to the *Service* to be undertaken.

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5.2. Quality assurance requirements

- 5.2.1. All work must be executed in accordance with prevailing industry norms and standards relating to quality.

6. Procurement

6.1. Service Equipment

- 6.1.1. The Supplier shall always 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 the Employer, irrespective of the cause or the circumstances which give rise to such loss, damage, destruction, or theft.
- 6.1.2. The Supplier shall, insure his Service Equipment against all risks in terms of an insurance policy.
- 6.1.3. The Supplier acknowledges that it is vital for the Supplier 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.
- 6.1.4. The equipment used by the Supplier must, where applicable, in all respects conform to The Occupational Health and Safety Act, 85 of 1993.
- 6.1.5. Equipment that is used during a process must in all respects conform to the necessary requirements.
- 6.1.6. The Supplier will always ensure that the Equipment supplied is of high quality standards acceptable to the employer.

6.2. Existing Equipment

- 6.2.1. The Existing Equipment shall always remain the sole property of the Employer.
- 6.2.2. The Supplier shall only use the Existing Equipment for purposes of providing, performing, rendering, or supplying the Services in terms of this Agreement.

6.3. Correction of defects

- 6.3.1. If the *Employer* decide that any material/tool/spare item delivered by the *Contractor* or any sub-*Contractor* is defective or not in accordance with the Contract or does not fulfil the requirements

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of the Contract and as soon as reasonably practicable give to the *Contractor* notice in writing of such decision giving particulars of the alleged defect, the *Contractor* shall with all speed make good the defects so specified.

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

6.3.2.1. Appoint another person other than the *Contractor* to complete the *Service* in question and to recover from the *Contractor* all cost to complete the service in question plus an administration cost of twenty five (25) percent (%) of the price the other *Contractor* charged the *Employer* to complete the *Service*, or

6.3.2.2. Terminate this Contract and recover from the *Contractor* any damages that it may suffer because of such termination and / or breach.

7. Working on Affected Property

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

7.1.1. The *Contractor* shall always ensure that its employees, agents, representatives, specialist-, sub-*Contractors* and suppliers:

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

7.1.1.2. Keep the access gates / doors locked at all times. If any security problems are noticed, the *Contractor* shall immediately notify the *Service Manager*.

7.1.1.3. if at all possible, be a member of the local community;

7.1.1.4. in a physical fit condition; and

7.1.1.5. be a South African Citizen or be in possession of a valid SA work permit.

7.1.1.6. Shall in terms of this Scope of Work when on duty (unless the *Employer* should decide otherwise), wear an identity disc, tag or other device as agreed upon between the Parties. For the purposes of this Scope of Work, an identity disc, tag or other device prescribed by

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the *Employer* shall at least contain the following information in respect of the *Contractor's* personnel:

- 7.1.1.6.1. a colour photograph of the relevant member
- 7.1.1.6.2. full names and surname
- 7.1.1.6.3. identity number
- 7.1.1.7. The identity disc shall always be visibly displayed on the employee's person while he/she is on the Site / Affected Property. The necessary control must be exercised over such identity discs to prevent them from falling into unauthorised hands. The *Contractor* will be liable for the replacement cost of lost identity disc.
- 7.1.1.8. All employees of the *Contractor* will be subject to the requirements set out in section 2(2) of the Control of Access to Public *Premises* and Vehicles Act, 53 of 1985.
- 7.1.1.9. A list of names of employees that will be working on the Site / Affected Property during a given time must be made available to the *Service Manager*. Should any exchange of personnel take place, the *Service Manager* must be informed accordingly in writing. Unidentified employees, and employees whose names do not appear on the list, will not be allowed to enter the Site / Affected Property.
- 7.1.1.10. Employees of the *Contractor* may not walk about without any purpose on the Site / Affected Property and may not use chairs and seats in public areas for purposes of relaxation.
- 7.1.1.11. Employees of the *Contractor* have, subject to the terms of this Scope of Work, admission to all areas to perform their duties subject to approval by the *Employer* / Tenant. If a *Service* does not have to be performed at a specific stage in a specific area, no admission is permitted. The *Contractor* must make provision in his costing for access delays in security areas.
- 7.1.1.12. Any disruptions which are deemed to be beyond the *Contractor's* control, and which result in the *Contractor's* workmen having to leave the Site / Affected Property shall be logged in the applicable report book.
- 7.1.1.13. Within seven (7) days of the Contract Date and before such employee enters the Site / Affected Property to perform the *Service*, the *Contractor* shall furnish the *Service Manager* with the full names, identity numbers, residential addresses, two recent passport photographs and such other items of information as may be required by *Service Manager*, in respect of all persons who will be employed by the *Contractor* to undertake work at the Site / Affected Property in terms of this Contract.

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

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- 7.2.1. *Service* operations will be performed on an “as and when” basis during Office hours of 07h00 to 17h00, Monday to Friday. *Service* operating hours outside of these must be explicitly arranged by the Transnet authorised representative.
- 7.2.2. The *Contractor* shall at all-time render *Service* that enhance and maintain at minimum the corporate image of *Transnet Property*.
- 7.2.3. The *Contractor* shall at all-time render *Service* that is in line with *Transnet Property’s* values and ethics.
- 7.2.4. The *Contractor* must exercise the highest possible standards of conduct in performing their duties in accordance with this Agreement.
- 7.2.5. The *Contractor* shall, upon receipt of written request from *Transnet Property*, provide *Transnet Property* with copies of all the *Service Provider’s* operating procedures and processes relating to the *Services*.
- 7.2.6. The *Contractor* is responsible for overall management and supervision of the contracted staff performing duties at the *Premises* in accordance with the provisions of this Agreement.
- 7.2.7. The *Contractor* must ensure that a competent site manager is appointed as required ensuring deliverables and quality of *Service* delivery.
- 7.2.8. The *Contractor* shall immediately inform *Transnet Property* in writing if any contracted staff is found guilty of improper conduct.
- 7.2.9. It is expected from the *Contractor* to ensure that all duties and tasks to be performed on site are adhered to.
- 7.2.10. The *Contractor* must exercise reasonable skill, care, and diligence in the rendering of the *Services* and the performance of its obligations to *Transnet Property*.
- 7.2.11. In the event of an unusual occurrence, the *Contractor* shall submit an Incident Report to Transnet authorised representative within twenty-four (24) hours.
- 7.2.12. All reports prepared during the term of this contract shall become the property of *Transnet Property*.
- 7.2.13. Where *Services* are deteriorating a *Service* improvement plan can be requested on how *Services* will be improved.
- 7.2.14. The *Contractor* shall ensure that all necessary equipment, *Services*, or material as required are kept in the condition as required by law, regulations, and procedures and readily available for *Transnet Property* to inspect and test without prior notice.
- 7.2.15. The *Contractor* shall, in the provision of the *Services*, have due regard to the operational requirements of *Transnet Property* and the *Premises* and other parties occupying or operating from the *Premises* and shall not do, or permit to be done, anything which may negatively impact on such parties’ operational requirements.
- 7.2.16. The *Contractor* shall ensure that it and its contracted staff and site manager shall always comply fully with any safety, fire, emergency and security procedures and policies applicable at the *Premises*.
- 7.2.17. Should *Transnet Property* at any time believe that any of the *Service Provider’s* personnel is failing to comply with any such procedures or policies, *Transnet Property* shall be entitled to

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deny such person access to the relevant *Premises* and require the *Contractor* to replace such person without delay.

7.3. Personnel Standards

7.3.1. *Contractor* staff must be:

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

7.3.2. Contracted staff must always be alert, vigilant and professional in their approach, bearing and actions and the following deviations will be regarded as extremely serious and may be regarded as sufficient reason to ask the *Contractor* to remove a particular contracted staff(s) from the *Premises* permanently:

- 7.3.2.1. Accepting any gifts or bribes in the line of duty.
- 7.3.2.2. Conduct unbecoming of a contracted staff or prejudicial to discipline, either on or off duty.
- 7.3.2.3. Drinking intoxicating liquor or using intoxicating substances while on duty or reporting for duty in an intoxicated condition.
- 7.3.2.4. Enabling any person to secure stolen property from the *Premises*.
- 7.3.2.5. False reporting.
- 7.3.2.6. Negligence in the application of Transnet instructions, after being duly informed thereof.
- 7.3.2.7. Sleeping on duty or neglecting his/her duty.
- 7.3.2.8. Using or carrying a weapon.
- 7.3.2.9. Unnecessarily harsh or violent conduct or using profane language while performing his / her duties in accordance with this Agreement.
- 7.3.2.10. Wilful disobedience of instructions, orders of a superior or a reasonable request by *Transnet Property*.
- 7.3.2.11. Failing to report any security incident or safety hazard either observed by the contracted staff or brought to his/her attention by another person.
- 7.3.2.12. Failing to wear the prescribed clothing or identification when on duty.
- 7.3.2.13. Failing to present an acceptable image or an upright position, or to deal with any person in a respectful manner. This implies that a contracted staff shall not sit when he/she should be standing and shall not lounge about, smoke, eat, drink, read or occupy him/herself with any distracting activity while attending to any person in the performance of his / her duties.

7.3.3. *Contractor* staff may be subject to breathalyser testing by Transnet or Representative *Contractors* prior to the granting of permission onto its Site.

7.4. Health and safety facilities on the Affected Property

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- 7.4.1. The *Contractor* undertakes to comply with the *Employer's* safety and emergency measures and procedures the Site / Affected Property.
- 7.4.2. The *Contractor's* procedures for the procurement, storage, handling, transporting, application, and general use of chemicals shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authorities.
- 7.4.3. The *Contractor* shall not use or keep any poisonous or highly flammable materials on the Site / Affected Property without the approval of the *Service Manager*, for the rendering of the *Service* or for whatever purpose.
- 7.4.4. The obligation to take care of and protect the *Service* and everything connected therewith shall rest solely with the *Contractor* who shall take all necessary precautions to protect Others, the property of the Others, and the property and personnel of the *Employer* from damage or injury, and to protect adjoining properties from trespass or damage during the *Service*.
- 7.4.5. The *Contractor* shall inform the *Employer* verbally and in writing and act immediately on any potentially hazard or undesirable situation which may cause harm to persons, or which may damage or reduce the life expectancy of the Installation, even if the hazardous or undesirable situation does not form part of the *Contractor's* responsibilities.
- 7.4.6. The *Contractor* may not do or leave or permit anything on the Site / Affected Property that, in the opinion of *Service Manager*, might cause any damage to the property or that might be a nuisance or burden or danger or possible nuisance or burden or danger to any person on / in the Site / Affected Property.
- 7.4.7. The *Contractor* shall be obliged to display neat warning signs of which the size and design are of such a nature they are easily visible, at all places where the *Services* are undertaken by the *Contractor*, and where the rendering of the *Services* might cause injuries to any person, in order to focus the attention of such person on the *Services* that are undertaken in that area.
- 7.4.8. Special condition: It is hereby specially stipulated that, during the period of this Contract, the *Contractor* will be obliged to do everything that might be necessary and practically feasible in order to ensure that all signs, printing, notices or documents that are displayed on / in the Site / Affected Property, will appear in English plus at least one other official language.

7.5. Tests and inspections

- 7.5.1. The *Employer* or its duly appointed representative shall retain the right to witness and/or verify the performance of any *Service* by the *Contractor* at any time.

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

7.5.2.1. Should the follow-up inspection show that the remedial action as agreed and undertaken by the *Contractor* has not been satisfactorily carried out; the procedure shall be repeated until the established standard has been attained. The cost for the follow-up inspection and administration shall be borne by the *Contractor*.

7.5.2.2. Notwithstanding the *Employer's* rights in terms of this Contract, the *Contractor* shall refund the *Employer* its costs associated with the reapplication where the *Contractor* has not completed an action satisfactorily as agreed.

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

8. Early Termination

8.1. Transnet Property reserves the right to withdraw from this contract, in line with the terms of service as stipulated herein, by giving the Supplier one calendar month written notice of such a decision. Any outstanding amount due post the date of termination shall be concluded at the applicable payment date as agreed in the terms of service.

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