

## Transnet Property

Tender number: TP/2024/11/0002/82201/RFP

Description of the Works: Provision of Preventative, Corrective and Emergency Maintenance on an as & when required basis for HVAC, Refrigeration and Controls Installations plus Minor new works in the Eastern Cape region (Gqeberha, East London and surrounding areas) for a period of thirty-six (36) months.

# C3: Scope of Work: Service Information

## Definitions:

In this Scope of Work:-

- 1) **"access-delayed time"** means the time taken from arrival on the *Site / Affected Property* by the *Contractor*, his sub-contractor or specialist-contractor and requesting access to the *Site / Affected Property* from the *Employer* or his Tenant until the time access is given.
- 2) **"ad hoc works"** also known as **"minor works"** means any repair (s), replacement (s) of component (s) or additions/alterations of the installations other than inspection, repairs, servicing or replacement listed in this contract.
- 3) **"affected property"** shall means the affected premises / sites that includes any other building / structure / premises within the geographical area applicable to this Contract.
- 4) **"break-down"** means a specific type of failure, where an item of an installation or equipment is completely unable to function.
- 5) **"call-out"** means an installation or related failure, requiring the Contractor to visit the Site / Affected Property outside of the scheduled maintenance period.
- 6) **"chargeable items"** mean the cost of replacement components or repairs required to maintain a reliable and safe Installation (excluding consumable items) and which are not covered under this Contract.
- 7) **"corrective maintenance' (CM)"** means any maintenance activity which is required to correct a failure that has occurred or is in the process of occurring. This activity may consist of repair, restoration or replacement of components.
- 8) **"documentation"** means and includes any drawings, diagrams, calculations, designs and documents which are to be supplied to the Employer by the Contractor in terms of this Contract, together with any modifications to such documents as may from time to time be approved in writing by the Employer.
- 9) **"down-time"** the time that an item of equipment is out of service, as a result of equipment failure. The time that an item of equipment is available, but not utilized is generally not included in the calculation of downtime.
- 10) **"drawings / diagrams"** means drawings / diagrams referred to in the Specification and any modification of such drawings / diagrams approved in writing by the Employer and such other drawings / diagrams as from time to time may be furnished or approved in writing by the Employer.
- 11) **"emergency maintenance (EM)"** means maintenance work carried out in order to avert an immediate safety or environmental hazard, or to correct a failure with significant economic impact. This will be a danger to people, damage to property or the Site / Affected Property.
- 12) **"installation"** means the HVAC installation, water treatment, building management system (BMS) and all related equipment on / in the Site / Affected Property.
- 13) **"licences"** means the licences used / issued or deemed to be issued to the Service Provider from time to time in terms of applicable Act(s).

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- 14) **"maintenance"** or **"check"** shall mean the efficient and effective examination, inspection, recording, deduction or calculation, service, repair and or replacement of components and parts of a unit / system / installation so that the unit / system / installation complies with the manufacturers, design and commissioning operational specifications and statutory / Employer requirements. This includes the cleaning, removal of components and waste, correct adjustment and setting, tightening, testing, fixing, refill, lubrication, balancing, rust prevention and touch up paint of the unit / system / installation.
- 15) **"maintenance plan"** will bear the same meaning as Contractors Plan.
- 16) **"non-inclusive contract"** will mean that Plant and Equipment (material) is excluded except that refer to in equipment of this scope of work below, The cost and quantity of spares and material is uncertain and therefore excluded.
- 17) **"normal working-hours"** means office hours, from 07h30 to 16h00 Monday to Friday excluding Public Holidays in South Africa.
- 18) **"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.
- 19) **"preventative maintenance (PM)"** means the maintenance carried out at pre-determined intervals or corresponding to criteria and intended to reduce the probability of failure or the performance degradation of an Installation or equipment.
- 20) **"property"** means any movable, immovable or intellectual property or any right to such property.
- 21) **"repair"** means put into good condition after damage or wear, any component that forms part of the Installation or Equipment.
- 22) **"scheduled maintenance (SM)"** means the systematic inspection, cleaning, making of minor adjustments, testing, calibrating, measuring and recording, replacing of minor parts, and any other similar measures necessary to prevent deterioration, to assure reliability and availability.
- 23) **"scope of work"** will bear the same meaning as Service Information.
- 24) **"sensitive security area"** refers to computer centres, personnel records, cashiers, archives, top management office areas and all other areas indicated to the Contractor.
- 25) **"services"** means the work, functions, tasks, services, and / or goods to be performed, rendered and or supplied by the Contractor, including any subsequent variations or changes to such work, functions, tasks, services, or goods as may be agreed in terms of this Scope of Work.
- 26) **"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.
- 27) **"shut-down maintenance"** means maintenance that can only be performed while equipment is shut down (equipment is turned off).
- 28) **"site"** means any site, place regardless of whether it is or form part of any temporary or permanent structure, building which is the property of, or is occupied or used by, or is under the control and / or management of the Employer.
- 29) **"specifications"** the document to which is referred in this Scope of Work, in which the method and standards applicable to the rendering of the Service, as well as the materials to be provided and used, are described.

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- 30) **“supervision”** means a competent person appointed by the Contractor to be on-site and responsible for the management of the Contractor’s staff and Service provided in terms of this Scope of Work.
- 31) **“technical information”** means and includes all information provided in the Specification, together with all drawings, diagrams, calculations, designs, Specification and other pertinent documents as may from time to time be furnished in writing by the Employer to the Contractor in connection with the Contractor’s Services.
- 32) **“tenant”** means any Person (including BU’s of Transnet other than Transnet Property) with his staff, client’s and service providers with whom the Employer has entered into a lease agreement for the whole or a portion of the Site / Affected Property.
- 33) **“tenant installation”** means all services, equipment and or installations paid for and owned by Other and not specifically describe as part of this Contract.
- 34) **“transnet property”** means – a specialist unit of Transnet (Soc) Ltd, a public company duly incorporated in accordance with the laws of South Africa with registration number 1990/000900/30, duly represented herein by the Group Executive Officer and or his duly appointed delegate, who warrants that he is duly authorised hereto;
- 35) Expressions defined in this Scope of Work shall bear the same meanings in the specifications, schedule or annexure to this Scope of Work which do not themselves contain their own definitions;
- 36) Schedules and/or annexures to this Scope of Work shall be deemed to be incorporated into and form part of this Scope of Work and as such each reference herein to “the Scope of Work” shall be deemed to include a reference to all such schedules and/or annexures.

## 1 Employer’s objectives

- 1.1. The *Employer’s* objective is to enter into a term service contract with the *Contractor* to provide preventative, corrective and emergency maintenance on an as & when required basis for HVAC, refrigeration and controls installations plus minor new works in the Eastern Cape Region (East London and surrounding areas) within a radius of 350 km for a period of 36 months)
- 1.2. to ensure compliance with legislative requirements relating to the Occupational Health and Safety Act, 1993, (Act No 85 of 1993).

## 2 Executive overview

- 2.1 The *Employer* is desirous that its Employees, Tenants and Others should receive the Services so as to ensure that the Improvements, Installation(s) and Equipment in or on the *Site / Affected Property* will comply with all related standards through the conclusion of this Term Service Contract with the *Contractor*.
- 2.2 This *Service* covers the preventative, corrective, emergency maintenance including minor new works on a as and when required basis on / in the *Site / Affected Property*, or any other work arising out of or incidental to the above or required of the *Contractor* for the proper completion of the *Service* in accordance to the true meaning and intent of this Contract. This will be a Non-inclusive Contract. The *Service* shall include all planned maintenance as per bill of activity schedule. This will include all the management, maintenance and repair of all other technical equipment not listed in the bill of activity schedule including but not limited to:

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- 2.2.1 Complete HVAC reticulation / installation.
  - 2.2.2 Complete Refrigeration System
  - 2.2.3 Air Handling Unit and Filter Replacement/Cleaning
  - 2.2.4 Fresh Air Intake and Extraction System
  - 2.2.5 Proper Management of Air Quality and Flow
  - 2.2.6 Manage and maintain the complete Building Management Systems (BMS).
  - 2.2.7 Complete HVAC installations including lagging,
  - 2.2.8 Demisters in offices (filters and maintenance)
- 2.3 The *Service* shall be executed in accordance with the latest edition / amendment of the following inter alia:
- 2.3.1 The Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the regulations promulgated in terms of the Act.
  - 2.3.2 National Building Regulations SANS 10400.
  - 2.3.3 The Regulations and By-laws of the Local Authority.
  - 2.3.4 The local Fire Department Regulations.
  - 2.3.5 The above documentation shall be kept on site by the Contractor at all times.
- 2.4 The *Contractor* must take cognizance of the fact that the *Site / Affected Property* may be occupied during the *Service* operation and care must be taken to minimize the disruption to tenants. Should any *Service* be in conflict with the tenant's operations, the *Contractor* will be required to adapt his program to suit the needs of the tenant if considered reasonable by the *Service Manager* (Building Supervisor)
- 2.5 Existing contracts may run on the *Site / Affected Property* as provided for in this Contract therefore the Employer reserves the right to exclude any such items upon appointment of the *Contractor*. After termination of these existing contracts these items will be re-introduced and will form part of this Contract.

## 3 Description of the services

### 3.1. The Contractor shall:

- 3.1.1. Complete or correct all equipment inventory lists and update inventory lists systems on a continuing basis (equipment type and location).
- 3.1.2. Be responsible to provide the *Employer* with Data Sheets of all equipment, which will include but not limited to Type, Model, Serial Numbers, Suppliers Details, Spares List, Optimum Performance, Drawings, Historical Data etc.
- 3.1.3. Carry out the various service activities as detailed in the maintenance plan. The schedules clearly state the frequencies at which these services are to be performed i.e., on a weekly, monthly, quarterly, six monthly etc. basis. The maintenance plan shall not limit in any way the *Contractor's* responsibility to undertake whatever tasks are required during this Contract period to ensure achievement of the maintenance objectives.

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- 3.1.4. Systematically inspect and check the Installation in accordance with the Accepted Plan/Maintenance Plan.
- 3.1.5. Direct and supervise service, maintenance personnel and specialist- / sub - contractors to ensure efficient and timely execution of the work in co-operation with the *Service Manager*.
- 3.1.6. Use a set of applicable Activity Schedules that will be neatly binned to serve as a plant / logbook of the Installation of the *Site / Affected Property*.
- 3.1.7. Ensure that the Installation at all times comply with provisions of all Laws, Provincial Ordinances, Local Authority Bylaws and all relevant Regulations applicable to the specific Installation.
- 3.1.8. Maintain the plant and other logbooks of the Installations that are kept on the *Site / Affected Property* which contains such data and information that is required. After each service, repair or call-out; he shall enter, sign and date remarks in the plant and other logbooks and provide copies to the *Service Manager*. Failing to provide the *Service Manager* with the relevant documents / copies, the Installation will be seen as not being serviced and an amount will be deducted from the *Contractor's* monthly invoice. Refer to Contract Data (Part one) service level table.
- 3.1.9. Take adequate precaution against damage to the *Site/Affected Property*, Installations, equipment, protect the public, the property of the public, the property and workmen of the *Employer* and all other persons, from injury or damage during the course of the *Service*. The *Contractor* or any of its employees, sub-contractors or agents will be held responsible for any damage to *the Site / Affected Property* or the contents thereof or for indirect loss, caused by him, either as a result 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.
- 3.1.10. Maintain all plant rooms and or service ducts / passages in a clean, neat and tidy condition and remove all debris and surplus materials from the *Site / Affected Property*.
- 3.1.11. Be entitled to use such supplies of electricity and water as may be available on the *Site / Affected Property* for the purpose of the *Service*, and at his own expense shall provide any apparatus necessary for such use.
- 3.1.12. Updating of equipment lists by providing the *Employer* with electronic photo of all equipment. The photo will where needed be loaded on the equipment list as an addendum to the equipment.
- 3.1.13. The following minimum specifications of the camera that will be used by the *Contractor*:
  - Effective pixels: 9-10 megapixels
  - Lens: Optical 3.0 X Zoom
  - Focus: Normal: 50cm Macro/Simple/Intelligent ISO sensitivity mode
  - Electronic Shutter
  - ISO sensitivity: Auto
  - White Balance: Auto
  - Flash range: ISO Auto approx. 30cm to 5m wide
  - Date Stamping (Shooting Date): The requirement is Shooting date with time picture is taken (Age)

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- 3.1.14. Updating of equipment lists, registers and data sheets of all equipment and equipment changes, replacement or upgrade.

### 3.2. The Employer shall:

- 3.2.1. Report to the *Contractor* any irregular performance of or defect in, or damage to any items covered under this Contract.
- 3.2.2. Use the items covered under this Contract in a normal and proper manner, including preventing a material change in the use or usage or the overloading thereof.
  - 3.2.2.1. Protect the items covered under this Contract against vandalism, abuse or misuse and accidental damage.
  - 3.2.2.2. Ensure that the *Site / Affected Property* with regards to the equipment spaces comply with the applicable regulations and local bylaws.
  - 3.2.2.3. At the request of the *Contractor*, shall arrange for necessary shutdowns of services and equipment to facilitate the execution of the Service wherever possible during normal working hours.
- 3.2.3. Any disruptions which are deemed to be beyond the *Contractor's* control and which result in the *Contractor's* workmen having to leave an area in or on the *Site / Affected Property* shall be logged in the applicable report book.
- 3.2.4. Notwithstanding anything expressed or implied to the contrary in this *Scope of Work*, the *Contractor*, shall plan and execute the Service in this Contract in such a way with sufficient spares and materials available and with sufficient staff employed on *Site / Affected Property* that, subject to proper operation of the *Installation* by the *Employer* and or his Tenants, the downtime of the various pieces of equipment of the *Installations* will be limited to a reasonable time period comparable with the item of equipment being maintained.
- 3.2.5. The working of overtime is not intended under this Contract, and no overtime will be paid in respect of normal Service. Overtime will only be entertained in cases of emergencies where breakdowns occur to essential services or where it is agreed in the *Accepted Plan / Maintenance Plan*. Should an emergency arise, or where it is deemed necessary in the interests of the *Employer*, specific authority for such overtime must be obtained.
- 3.2.6. Planning of all normal routine / schedule services must ensure that there will be a minimum interruption to the conditions provided by the *Installation* and the *Price List / Rates* shall include for the cost of performing service activities requiring prolonged plant shutdown outside of normal working hours.
- 3.2.7. *Certificate of Compliance*; the compliance shall include but not be limited to the following:
  - 3.2.7.1. Existing compliance certificates will be thoroughly checked for validity. Certificates will be checked by each newly appointed *Contractor* to ensure compliance of the certificate. If the installation / certificate has any defects the *Contractor* will draw up a defect report, this report shall be handed to the *Service Manager (Building- / Centre Manager)* where after a Task Order will be issued if the *Employer* agree with the defect / need for a certificate, the *Contractor* will then repair the defects and issue a certificate.



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3.2.7.2. If there are no compliance certificates available for the existing installation on a specific *Site / Affected Property*, the *Contractor* shall draw up a defect report that will be handed to the *Service Manager (Building supervisor)* for his direction.

3.2.8. The *Contractor* will provide the *Employer* a compliance certificate at his cost for all alterations or extensions that the *Contractor* undertakes once work has been completed but before it is commissioned.

3.2.9. The certificate will not exclude any part of the installation but shall cover the installation on a whole.

### 3.3. Emergency Call-Out Service and Downtime of Equipment

3.3.1. The *Contractor* shall for the period of this Contract provide and maintain a 24-7 emergency call-out service, enabling a qualified technician (competent person) being called upon by the *Service Manager* to undertake any repairs or emergency service within the time as shown:

3.3.2. 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. The *Contractor* must also ensure that he obtains an official order number from the *Employer* the following working day.

3.3.3. The *Contractor* shall inform the *Employer* verbally 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 equipment, even if the hazardous or undesirable situation does not form part of the Service.

3.3.4. 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.

3.3.5. The response time for call-outs (i.e. from the *Contractor's* receipt of an official request, to his attendance on *Site / Affected Property*) shall be as follow:

3.3.5.1. Emergency call-outs shall not exceed one (1) hour during working hours.

3.3.5.2. Emergency call-outs shall not exceed one (1) hour after working hours.

3.3.5.3. Normal breakdown calls shall not exceed two (2) hours.

3.3.6. Allowed downtimes for the equipment on / in the *Site / Affected Property* shall be as follow:

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- 3.3.6.1. Minor failures / problems, (such as external repairs to the chillers or pump-sets not requiring stripping or replacement of components readily available) will not exceed four (4) hours.
- 3.3.6.2. Major failures / problems, mechanical failures, requiring stripping and rebuilding or machining will not exceed five (5) days.
- 3.3.6.3. Repairs to any water leaks will not exceed one (1) day.
- 3.3.7. Should repairs not be possible within the downtime as indicated in this clause, Emergency call out services and downtime of equipment, above it will be the responsibility of the *Contractor* to obtain extension of time. The request must describe the breakdown, the cause of it, and state clearly all the reasons for the extension and the actual extension required in regard to the repair.
- 3.3.8. No extra payment will be made for the standby service availability. After attendance to breakdowns or other emergencies whether or not during or after normal working hours, a quotation for the costs thereof shall be send to the service manager according to the Price list/ Rate.
- 3.3.9. All breakdowns shall be analysed by the Contractor and relevant action shall be taken. The fault analysis (call-out rate) shall be compiled by the *Contractor* and shall be recorded. This history shall be kept for at least three (3) years
- 3.3.10. Failure of the *Contractor* to meet the response-time or downtimes under normal circumstances may indicate the *Contractor's* inability to provide the required Service and may invoke termination of this Contract.
- 3.3.11. The *Contractor* shall ensure that the Service Manager is at all times in possession of such telephone numbers and contact addresses as may be necessary to enable the *Employer* to make emergency calls / call-outs. Adequate communication equipment shall be provided by the *Contractor* to ensure a minimum delay in the response to emergency calls.

## 4 Management structures

### 4.1. The Contractor's plan for the Service

- 4.1.1. Within two (2) months of notification of acceptance of the tender, the Contractor shall submit to the Employer for his approval and acceptance a Contractors Plan / Maintenance Plan. No deviation from programmed dates will be allowed once agreed between the Employer and the Contractor. The first payment certificate will not be passed for payment until this program has been lodged and approved by the Employer.
- 4.1.2. Acceptance of the Contractors Plan / Maintenance Plan by the Employer shall not limit in any way the Contractor's responsibility to undertake whatever Service that is required during the Contract period to ensure safe operation of the Installations. The Plan shall be structured and implemented so as to ensure a maximum Installation operation and minimise downtime.



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- 4.1.3. The Employer may order alterations, extras, additions to or omissions from the Services however it will not be of any force or effect unless reduced to writing. The Contractor shall carry out or give effect to such orders from the Employer. The rates for such work shall be agreed between the Contractor and the Employer, where rates are not quoted for in the Price List / Rates.
- 4.1.4. Performances Measures
- a) Should Contractor fail to meet the Service Levels set out in Section 2 of this Service Level Agreement and further fail to remedy the Non Performance in accordance with the remedy period indicated in a Notice of Non Performance, it shall be liable to the Client for a Deduction only in respect of the Critical Items detailed in Annexure 1 hereto, and determined in accordance with the table below. Such Deduction shall be assessed on a daily basis and set off against any payments due by the Client to Contractor.
  - b) The Deduction shall be calculated by multiplying the Amount at Risk (5% of the contract value) by the cumulative weighting factors incurred over the measurement period.

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**as & when required basis for HVAC,**

Key Performance Area	Key Performance Indicator	Key Performance Target	Penalties
PM Schedule Compliance	% Compliance to escalation timeframes/scheduling timeframes/completion dates	100%	<ul style="list-style-type: none"> <li>5 % of the monthly invoice, amount payable the following month</li> <li>3 consecutive non-conformances will result in termination of contract</li> </ul>
Statutory Inspection Compliance	Maintaining statutory (OHS Act and other regulations) compliance of the premises and meeting the requirements	100%	<ul style="list-style-type: none"> <li>No non-compliances will be tolerated.</li> <li>Immediate termination of contract for any non-compliance</li> </ul>
Safety	Life Threatening Incidents	<0: Hours without LTI	<ul style="list-style-type: none"> <li>No non-compliances will be tolerated.</li> <li>Immediate termination of contract for any non-compliance</li> </ul>
Time to Quote	Average number of business days to get a quote to be approved by employer.	2 days (Dependant on nature and extent of works).	<ul style="list-style-type: none"> <li>5 % of the monthly invoice, amount payable the following month</li> <li>2 days (Dependant on nature and extent of works).</li> </ul>
Skills base and Staff compliment	As per skills list in the pricing data/SOW requirements.	Full compliance on any inspection day ( non-compliance will result in termination of contract)	<ul style="list-style-type: none"> <li>Deduction of the rate for the skill not found plus 20 % of the monthly invoice, amount payable the following month</li> <li>2 consecutive non-conformances will result in termination of contract</li> </ul>
Environmental Contraventions	Environmental standards are regularly monitored, reviewed and maintained in accordance with all legal and regulatory requirements  Number of notices issued.	0	<ul style="list-style-type: none"> <li>No non-compliances will be tolerated.</li> <li>Immediate termination of contract for any non-compliance</li> </ul>
Emergency call-outs Response Time	The response time for call-outs (i.e. from the <i>Contractor's</i> receipt of an official request, to his attendance on Site / Affected Property)	<ul style="list-style-type: none"> <li>Not exceed 0.5 hours during work hours</li> <li>Not exceed 1 (one) hour after working hours</li> <li>Normal breakdown not exceed 2 (Two) hours</li> </ul>	<ul style="list-style-type: none"> <li>5 % of the monthly invoice, amount payable the following month</li> </ul>

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Key Performance Area	Key Performance Indicator	Key Performance Target	Penalties
Downtime of equipment	Allowed downtimes for the equipment on / in the <i>Site / Affected Property</i>	<ul style="list-style-type: none"> <li>Minor failures / problems, (such as external repairs not requiring stripping or replacement of components readily available) will not exceed four (4) hours.</li> <li>Major failures / problems, mechanical failures, requiring stripping and rebuilding or machining will not exceed five (5) days.</li> <li>Repairs to any water leaks will not exceed one (1) day.</li> </ul>	<ul style="list-style-type: none"> <li>5 % of the monthly invoice, amount payable the following month</li> </ul>

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### 4.1. Management meetings

- 4.1.1. The *Contractor* or its duly authorised representative on the *Site/Affected Property* shall be required to attend monthly (as needed) Maintenance Co-ordination/Risk Reduction meetings with the *Employer* or his delegate at the *Site/Affected Property* to discuss the provision of *Services*, and the *Contractor* warrants that any representative who attends such Maintenance Co-ordination/Risk Reduction meetings on its behalf shall be duly authorised to do and to bind the *Contractor* vis-a-vis all decisions taken and agreements reached. Minutes and records of such Maintenance 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.
- 4.1.2. The *Contractor* must present a monthly written report on the *Services* rendered by it, in respect of the *Site/Affected Property*. Unless the *Employer* prescribes otherwise, this report shall include the following:
  - Name, address and telephone number of the *Contractor*.
  - Date of report and reporting period.
  - Detail on the results of each examination, including any faults analysis, modification, replacement and repair work, adjustment and test carried out.
  - Results of tests on safety devices.
  - Incidents/events.
  - Problems, including administrative problems with the *Employer* experienced during reporting period.
  - Any factors that affect, or may affect, the safety of the *Site / Affected Property* or *Installation*, people and equipment.
- 4.1.3. The *Employer* may request supplementary and interim written reports from the *Contractor*.
- 4.1.4. The *Contractor* shall provide on request of the *Employer*, computer generated reports detailing a history of call-outs, repairs and breakdown repairs etc.

### 4.2. Contractor's Management, Supervision and Key People

- 4.2.1. The *Contractor* shall appoint on the *Site / Affected Property* a "competent" person in charge. Any instruction to him / her by the *Employer* shall be deemed to have been issued to the *Contractor*. Whenever the representative (supervisor) is absent from the *Site / Affected Property* a suitable person shall be appointed to act as his / her deputy.
- 4.2.2. The *Contractor* shall ensure that at all times there is sufficient suitably qualified and experienced personal to provide the *Service*. The *Service* covered in this Contract must be executed under direct supervision of a qualified technician who is registered in accordance with the relevant statutory regulations where applicable.
- 4.2.3. The *Contractor* shall ensure that maintenance work of a technical nature shall be performed by "Competent" persons as defined in the Occupational Health and Safety Act who are qualified artisans experienced and skilled in maintaining equipment similar to that which is to be maintained.
- 4.2.4. All employees provided by the *Contractor* in terms of this Contract shall at all times be neat and properly clothed to the satisfaction of the *Employer*, the *Employer* reserves the right to request such employees to wear a uniform or overall of a type, cut and design approved by the *Employer* and purchased by the *Contractor*. Employees must be identifiable as employees of the *Contractor* by means of their uniforms:

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- 4.2.4.1. 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 and included in the pricing of the *Service*.
- 4.2.5. Personal hygiene must be maintained by the *Contractor's* employees and agents at all times.
- 4.2.6. The *Contractor* and its employees will maintain silence within reasonable bounds on the *Site / Affected Property*.
- 4.2.7. The salaries or wages paid by the *Contractor* to his employees must at all times comply with the applicable statutory requirements in respect of minimum wages.
- 4.2.8. All training and evaluation costs as provided for in terms of this *Contract* shall be borne by the *Contractor*.
- 4.2.9. 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.
  - 4.2.9.1. Such action shall, if deemed necessary by the *Employer*, include immediate replacement of the employees involved.
  - 4.2.9.2. The *Contractor* shall forthwith notify the *Service Manager* of any form of intimidation its employees may be subjected to.
- 4.2.10. Should the *Employer* at any time during the term of this *Contract* make any facility available to the *Contractor*, the *Contractor* shall, at its own cost maintain and keep such facility during the term of this *Contract* in a clean, tidy and sanitary condition and shall at the termination of this *Contract* for whatsoever reason, reinstate any such facility to the same condition in which it was when handed to the *Contractor*, fair wear and tear excepted. The *Contractor* will be liable for all electricity cost.
- 4.2.11. The *Contractor* shall make his own arrangements in respect of the installation and provision of telephones at the *Site / Affected Property* at his own cost, should the *Contractor* deem it necessary.
- 4.2.12. The employees of the *Contractor* may only use toilet facilities that have been pointed out to them.
- 4.2.13. The employees of the *Contractor* may use rest-room facilities that have been pointed out to the *Contractor* (if available). However, it is not the duty of the *Employer* to make such rest-room facilities available.
- 4.2.14. 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.
- 4.2.15. 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.

## 4.3. Deliverables

The service contractors shall submit the following reports, attached to all invoices:

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- 4.3.1. Report on services delivered/performed;
- 4.3.2. Service delivered performance;
- 4.3.3. Chemicals used;
- 4.3.4. Completed checklist where applicable;
- 4.3.5. Ad hoc services requested where applicable;
- 4.3.6. Any and all staff and labour issues that can affect service delivery to Transnet;
- 4.3.7. Incident report summary as compiled. All incidents shall be reported as soon as they occur and a flash/notice report generated within the same shift. A detailed investigative report with corrective and preventative detail shall be submitted within 48 hours from the occurrence of the incident.
- 4.3.8. The weekly and monthly reports shall have a summary of key issues affecting the plant, major breakdowns etc. The *Employer* reserves the right to alter the format and information required on this report.

### 4.4. Documentation Control

- 4.4.1. The *Employer* will provide the *Contractor* at the appropriate times with the Technical Information necessary to enable the *Contractor* to complete the *Services* in accordance with the Accepted Plan and schedules. All Technical Information shall be and remains the property of the *Employer* and on demand and on termination of the Contract shall be returned to the *Employer*.
- 4.4.2. 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.
- 4.4.3. 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.
- 4.4.4. Where applicable, the Documentation to be supplied to the *Employer* in terms of this Contract will include updated copies of the Documentation, duly modified where necessary to cover the *Contractor's Services*.
- 4.4.5. 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.
- 4.4.6. The times for submission of the Documentation shall be as stipulated in the Scope of Works or where not so stipulated, then on dates to be mutually agreed between the *Employer* and the *Contractor*, but generally as soon as possible after such Documentation is completed by the *Contractor*.
- 4.4.7. 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.
- 4.4.8. The *Employer* will have the right at all reasonable times to inspect the Documentation of the *Contractor* or any Sub-contractor.
- 4.4.9. All Documentation shall become and remain the property of the *Employer*. Title to all information, know how, inventions and improvements disclosed to the *Employer* by the *Contractor* under the Contract will become the property of the *Employer*.



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- 4.4.10. 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, including faulty design and / or detailing of the Contractor, its sub-contractors, agents or employees in the provision of any Documentation under the terms of the Contract. To this end, it shall be the *Contractor's* responsibility to arrange professional indemnity cover through an insurance company acceptable to the *Employer*, the limits of such cover to be determined by the *Employer* in relation to the *Service*.
- 4.4.11. The *Contractor* shall inform the *Employer* in writing prior to carrying out of any modification to the existing Installation by the *Contractor*, even if this modification may benefit the Installation or if the cost of this modification is for the *Contractor's* account.
- 4.4.12. The *Contractor* shall inform the *Employer* of all improvements or revisions related to the Installation. These notifications shall take the form of technical notices or sales releases under a covering letter from the *Contractor*.
- 4.4.13. The *Contractor* shall on a monthly basis provide the *Employer* with all records related to this *Contract/Service*.
- 4.4.14. The *Contractor* shall provide maintenance site registers located in the plant rooms and maintain accurate records of all service procedures, site visits, stoppages, breakdowns, planned repairs and safety related equipment operational tests and checks.

## 4.5. Invoicing and Payment

- 4.5.1. 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 service reports / sheets, log sheets, invoices, time sheets for any authorised additional work, schedules and reports properly complete setting out details of *Services / Tasks* carried out and recommendations for any additional work required to enhance and maintain the performance and reliability of the Installation for scrutiny and verification of the correctness. 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.
- 4.5.2. The following information shall be reflected on the VAT invoices (Electronic Format PDF):
  - Full description of Service / Task performed. (In respect of emergency call-outs, the time and date and name of the person who called the Contractor must be indicated).
  - Fixed monthly contracted services performed.
  - Detailed list of materials / spare parts used showing unit prices, Contractor's mark-up, and sub-total. Descriptions such as "1 x motor, 1 x compressor, 1 x 2.5mm wire" are not acceptable.
  - Copies of all applicable invoices with the applicable Installation inventory number (invoices without order numbers will not be processed for payment).
  - V.A.T.
  - Purchase Order Number (PO number)
  - Grand Total.

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- 4.5.3. Supporting documentation must be furnished in respect of all materials / spare parts and sub-contract service/s bought out in the form of copies of supplier/s invoices or copies of priced delivery notes. Notwithstanding the foregoing, the *Service Manager* or appointed *Employer* representative shall have the right to call for invoices rendered by suppliers to the *Contractor* in respect of spares and materials purchased for repairs and service to *Installations* and shall be entitled to withhold the issuing of the payment certificate to the *Contractor* until such information / documentation have been furnished to the *Employer*, provided that, in respect of additional documentation required by the *Employer*, the *Employer's* instruction shall have been given to the *Contractor* in sufficient time before any such payments certificate became due.
- 4.5.4. No payment for the labour portion of this contract will be considered without supporting documentation verifying the activity schedule execution against the approved maintenance plan for the applicable period.
- 4.5.5. Payment will be made thirty (30) days from the date of receipt of the *Contractor's* signed invoice and credit notes.
- 4.5.6. In the event that any emergency service / work / task order or overtime is provided at the *Employers* request and subsequent inspection does not reveal any defect for which the *Contractor* is responsible the *Contractor* reserves the right to charge the *Employer*, in accordance with the agreed day work rates plus all travelling.
- 4.6. Training Workshops and Technology Transfer  
  
All training and evaluation costs as provided for in terms of this Contract shall be borne by the *Contractor*.
- 4.7. Design and Supply of Equipment  
  
The *Contractor* ensures that the design is fit for the purpose intended. As far as applicable to maintenance and operations, the design will be in accordance with the mutually agreed specifications.
- 4.8. Things Provided at the End of the *Service* Period for the *Employer's* Use
  - 4.8.1. Equipment
    - a) The inventory materials and spares that were purchased by the *Employer* during the tenure of the contract should be returned provided the contractor still holds some in stock.
  - 4.8.2. Information
    - a) The drawings/diagrams will remain in the sole custody of the *Employer*. Two copies thereof will be furnished to the *Contractor* free of cost, but any further copies shall be paid for by the *Contractor*. The *Contractor* shall give reasonable notice in writing to the *Service Manager* of any further drawing/diagrams or specification that may be required for the execution of the *Service*.
    - b) The *Employer* will provide the *Contractor* at the appropriate times with the Technical Information necessary to enable the *Contractor* to complete the *Services* in accordance with the Accepted Plan and schedules. All Technical Information shall be and remains the property of the *Employer* and on demand and on termination of the Contract shall be returned to the *Employer*.
- 4.9. Management of Work Done by Task Order
  - 4.9.1. The *Contractor* shall in the event of repairs or replacements of components or additions / alterations to the *Installations*, other than inspection, adjustment, repairs, servicing or

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replacements listed in this Contract becoming necessary, submit a detailed estimate for such work to the *Service Manager* and obtain approval from the *Employer* before attending to the work.

- 4.9.2. No work other than that described in the Activity Schedules will be done by the *Contractor* without a Task Order (official order number) issued to the *Contractor* by the *Service Manager*. This Task Order (order number) will refer to a complaint number and details regarding the work that must be attended to by the *Contractor* in writing.
- 4.9.3. Should the *Contractor* in the course of performance of the *Service* become aware of the necessity for any emergency repair, such emergency will forthwith be reported to the *Service Manager* for further instructions, provided that nothing herein contained will preclude the *Contractor* or relieve the *Contractor* from the obligation of taking all such immediate and reasonable steps as may in the circumstances be necessary for the proper maintenance and upkeep of the Installations and the safety of the user(s). The *Contractor* shall at all times, follow and implement the specified and mandatory safety procedures.
- 4.9.4. The *Contractor* will not be entitled to preferential consideration in respect of new work in or the *Site/ Affected Property* or *installation*. The *Employer* reserves the right to employ other *Contractors* on an open tender basis where maintenance or new works are done on a project basis and not be a Term Service Contract.
- 4.9.5. The *Employer* reserves the right to execute any maintenance or repair work covered under this Contract with his own employees.
- 4.9.6. Should it be required from the *Contractor* to affect additional work not priced in this Contract such additional work will be identified and cost in terms of the Price List / Rates as per this Contract.
- 4.9.7. Any additional work required beyond the scope of this Contract is to be noted as a quotation. Quotations for the additional work are to be received by the *Employer* within 7 days.
- 4.9.8. Where the Price (material or labour, or material and labour) is not stipulated in the Price List/Rates or is not of a similar nature the cost will be based on a fixed labour price as per Price List / Rates (during normal working hours) plus material content (excluding that in the Equipment clause) based on proven cost (Supplier/s quotations with deductions for all discounts, rebates and taxes which can be recovered) plus a agreed percentage Fee. Refer to Price List / Rates.
- 4.9.9. The *Contractor* must provide his job cards specifying detail of repairs, this Task Order (official order number(s)) and breakdown of cost into labour and material (for non Activity Schedule work) and signed off by the *Service Manager*. In addition to the original completed job card submitted with his account / invoice, the *Contractor* must submit a copy of the job card to the *Service Manager* for audit purposes and retain a third copy for his official records. The *Contractor* shall also conduct and submit a Root Cause Analysis within 48 hours of completing the activity.

## 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 with regard to the *Service*, and he must at all times notify such an authority when notice is required and pay all fees to the authority that are payable with regard to the *Service*. The *Contractor*

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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.

## 5.2. Quality assurance requirements

- 5.2.1. All work must be executed in accordance with prevailing industry norms and standards relating to quality. In this regard, the *Contractor* will be expected to draft quality plans for the *Service Manager* from time to time. Emphasis must be on improving system reliability and on ensuring that rostered maintenance work is indeed performed as and when required.
- 5.2.2. All new parts should be replaced with original OEM prescribed parts and the quality should be in accordance with SANS, ANSI standards.

## 6 Procurement

### 6.1. Plant and Materials

- 6.1.1. The supply of Plant and Material not covered in this Contract will be charged at nett cost plus a Fee as recorded in this Contract.
- 6.1.2. The *Contractor* shall ensure that any and all material procured by the *Contractor* for this Contract, are obtained at least at rates that are available to the *Employer* for similar material. Should the *Contractor* obtain material at a premium and should the *Employer* be able to prove that the *Contractor* did not endeavour to minimise the higher rate/s, the *Employer* may select not to reimburse the *Contractor* for the portion of the price for which the *Contractor* paid a premium. A minimum of 3 competitive quotes shall be sourced by the *Contractor* for such material to be supplied.
- 6.1.3. The *Employer* may supply Plant and Material for the *Service* on a free issue basis which means that the Fee will not be applicable on these items. Should the *Employer* provide or make available any Plant and Material, the *Contractor* shall be responsible for proper and

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economical transport, storage and use thereof. The cost of any loss or damage to the *Employer's* plant and material other than through normal wear and tear, and any uneconomical use or loss of Plant and Material provided by the Employer, will be recovered from the Contractor.

- 6.1.4. Only Plant and Material of the best quality and approved by SANS and / or satisfying the manufacturer's requirements are to be used in the execution of the Service and the Service is to be performed in a proper workmanlike manner to the full satisfaction of the *Employer* or any statutory institution.
- 6.1.5. Replacement parts, Plant and Materials used must meet the original manufacture's requirements. Only parts that are correctly designed, manufactured and suitable in all respects shall be used. Any alternative replacement needs to be approved by the *Employer* and conform to SANS specifications and must where possible carry an appropriate mark of approval.
- 6.1.6. The *Contractor* shall inform the *Employer* in writing with all documents and drawings at least forty-eight (48) hours prior to carrying out any modification to existing Installation/Equipment deemed necessary by the *Contractor*.
- 6.1.7. The *Contractor* shall provide and keep or have access to a national or international inventory of all wearing parts in respect of the Installation. The *Employer* reserves the right to inspect the spares inventory at any time during the term of this Contract.
- 6.1.8. No existing equipment, apparatus, appliance or parts of the Installation will be replaced, re-sited, refurbished or be declared redundant without the written consent of the *Employer*. Replaced or redundant parts remain the property of the *Employer* and shall be delivered to the *Employer* to be scrapped where after the *Contractor* will remove it unless otherwise decided by the *Employer*.
- 6.1.9. The *Contractor* shall inform the *Employer* at least one (1) week prior to commencing planned repairs, which may necessitate the Installation / Equipment being removed from service for periods exceeding two (2) hours.
- 6.1.10. Risk of loss of, or damage to any goods supplied shall remain with the *Contractor* until such goods supplied have been installed by the *Contractor*, approved and taken over by the *Service Manager*.
- 6.1.11. The *Contractor* undertakes to renew the guarantees of any item in whole or in part which may become defective or faulty during the guarantee period and extend the guarantee for a further term related to the original guarantee. Any such item shall be repaired, replaced or re-instated by the *Contractor* free of charge to the *Employer*. Should any item forming part of the Installation, and which has been repaired, overhauled, refurbished, serviced or worked on by the *Contractor* in terms of this Contract, become defective or faulty, during guarantee period (a reasonable time) such items shall be repaired, replaced or re-instated by the *Contractor* free of charge.
- 6.1.12. No Plant, Material and Equipment shall be shipped or delivered to *Site/Affected Property* until permission has been obtained by the *Contractor* from the *Employer* that these may be delivered. The *Contractor* shall be responsible for the reception at the *Site/Affected Property* of all plant and *Contractor's* equipment delivered for the purpose of this Contract.
- 6.1.13. Except where specifically stated otherwise, the transport to, off-loading, positioning, stacking and storing on the *Site/Affected Property* of all plant, material, machinery etc. used in connection with the *Works* by the *Contractor* shall be the responsibility of the *Contractor*,



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including all necessary supervision, labour and equipment for this purpose, and the cost thereof shall be included in the bill of activity schedules.

- 6.1.14. All Plant and Material stored on *Site/Affected Property* must be suitably protected and secured against deterioration through any cause whatsoever, including damage or loss by theft or otherwise. The *Contractor* shall remain fully responsible for all material and plant etc. until the completed *Works* are handed over to or have been officially accepted by the *Employer*.
- 6.1.15. The *Contractor* shall cede to the *Employer* any suppliers or factory guarantees of repaired or replaced components and ensure that such guarantees are not jeopardized in any way. All workmanship and repairs shall be guaranteed for twelve (12) months and so stated on all invoices (failure to do so will delay payment).
- 6.1.16. All plant, parts, machinery etc., removed from *Site / Affected Property* for repair purposes shall be signed for by the *Contractor* if it is removed from the *Site*. The appropriate receipt form (model number, serial number, part etc.) shall be in duplicate form and available for inspection at any time at either the *Service Manager* or called for from the *Contractor*.
- 6.1.17. The *Contractor* shall be responsible for the provisioning of all material, products, consumables (disposable materials, grease, oils, hacksaw blades, insulation tape required, cleaning materials etc.), replacement of nuts, bolts, washers, self-tapping screws etc. plus Equipment (including but not be limited to ladders, scaffolding or specialised tools) that might be needed in order to render an efficient *Service* at his own cost and included in the *Price List / Rates*.
- 6.1.18. The *Employer* reserves the right to take samples of any consumables and or material supplied by the *Contractor* for analysis if deemed necessary.

## 6.2. Correction of defects

- 6.2.1. If the *Employer* decide that any work done by the *Contractor* or any subcontractor is defective or not in accordance with the Contract or does not fulfil the requirements of the Contract and as soon as reasonably practicable give to the *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.
- 6.2.2. The cost of making good such defects shall form part of the *Contract Bill* of schedule, including where a defect is due to negligence or failure of the *Contractor*, his servants, agents or subcontractors, to exercise good faith or the standard or care which would normally be exercised by duly qualified persons engaged in the business of the Contractor.
- 6.2.3. 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*.
  - 6.2.3.1. Appoint another person other than the *Contractor* to complete the *Service* in question and to recover from the *Contractor* all cost to complete the work in question plus an administration cost of twenty-five (25) percent (%) of the price the other *Contractor* charge the *Employer* to complete the *Service*, or
  - 6.2.3.2.



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6.2.3.3. Cancel this Contract and recover from the *Contractor* any damages that it may suffer as a result of such cancellation and / or breach.

## 7 Working on Affected Property

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

- 7.1.1. The *Contractor* shall at all times ensure that its employees, agents, representatives, specialist-, subcontractors and suppliers:
- 7.1.2. 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*.
- 7.1.3. Keep the access gates / doors locked at all times. If any security problems are noticed, the *Contractor* shall immediately notify the *Service Manager*.
- 7.1.4. Shall in terms of this *Scope of Work* when on duty (unless the *Employer* should decide otherwise), wear an identity disc, tag or other device as agreed upon between the *Parties*. For the purposes of this *Scope of Work*, an identity disc, tag or other device prescribed by the *Employer* shall at least contain the following information in respect of the *Contractor's* personnel:
  - 7.1.4.1. a colour photograph of the relevant member
  - 7.1.4.2. full names and surname
  - 7.1.4.3. identity number
- 7.1.5. The identity disc shall at all times be visibly displayed on the employee's person while he/she is on the *Site / Affected Property*. The necessary control must be exercised over such identity discs to prevent them from falling into unauthorised hands. The *Contractor* will be liable for the replacement cost of lost identity disc.
- 7.1.6. 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.
- 7.1.7. 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*.
- 7.1.8. 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.
- 7.1.9. 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.
- 7.1.10. 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.
- 7.1.11. 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*

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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

- 7.2.1. *Service* operations will be performed during Transnet "Office hours only". The times are Monday to Friday from 08h00 to 17h00 excluding public holidays. *Service* operating hours outside of these must be explicitly arranged by the Transnet authorised representative. *Contractor* personnel shall, however, be on standby 24/7.
- 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 ethos.
- 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. The *Contractor* shall provide written reports on progress made in the rendering of the *Services* to Transnet Property at such intervals and in such format as may be determined at the sole discretion of Transnet Property.
- 7.2.12. Transnet Property shall be entitled to request additional information pertaining to any matters or issues raised in or relevant matters or issues omitted from a progress report.
- 7.2.13. In the event of an unusual occurrence, the *Contractor* shall submit an Incident Report to Transnet authorised representative within twenty-four (24) hours.
- 7.2.14. Any and all reports prepared during the term of this contract shall become the property of Transnet Property.
- 7.2.15. Where services are deteriorating a service improvement plan can be requested on how services will be improved.
- 7.2.16. The *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.
- 7.2.17. 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.
- 7.2.18. The *Contractor* shall ensure that it and its contracted staff and site manager shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the *Premises*.
- 7.2.19. Should Transnet Property at any time believe that any of the *Service Provider's* personnel is failing to comply with any such procedures or policies, Transnet Property shall be entitled to

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

### 7.2.20. Personnel Standards

*Contractor* staff must be:

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

7.2.21. Contracted staff must at all times 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:

- a) Absence without proper notification;
- b) Accepting any gifts or bribes in the line of duty;
- c) Conduct unbecoming of a contracted staff or prejudicial to discipline, either on or off duty;
- d) Drinking intoxicating liquor or using intoxicating substances while on duty or reporting for duty in an intoxicated condition;
- e) Enabling any person to secure stolen property from the Premises;
- f) False reporting;
- g) Negligence in the application of Transnet instructions, after being duly informed thereof;
- h) Sleeping on duty or neglecting his/her duty;
- i) Using or carrying a weapon;
- j) Unnecessarily harsh or violent conduct or using profane language while performing his / her duties in accordance with this Agreement;
- k) Wilful disobedience of instructions, orders of a superior or a reasonable request by Transnet Property;
- l) Failing to report any security incident or safety hazard either observed by the contracted staff or brought to his/her attention by another person;
- m) Failing to wear the prescribed clothing or identification when on duty.
- n) 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.

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

### 7.3. Health and safety facilities on the Affected Property

7.3.1. The *Contractor* undertakes to comply with the *Employer's* safety and emergency measures and procedures the *Site / Affected Property*.

7.3.2. 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.

7.3.3. 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.

7.3.4.

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- 7.3.5. 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, the property and personnel of the *Employer* from damage or injury, and to protect adjoining properties from trespass or damage during the *Service*.
- 7.3.6. 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.
- 7.3.7. 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*.
- 7.3.8. 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.
  - 7.3.8.1. 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.

## 7.4. Cooperating with and obtaining acceptance of Others

The *Contractor's* duty is to co-operate with Others as expressed under the service information. Where the *Contractor's* work may affect or interfere with the activities of the *Employer* or Others, it is important that interfaces in respect of physical location and timing are agreed by all parties and shown on the contractor's plan.

## 7.5. Records of *Contractor's* Equipment

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

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

## 7.6. *Site* services and facilities

### 7.6.1. Provided by the *Employer*

- Rest room facilities
- Storage facilities
- Site office

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

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### 7.6.2. Provided by the *Contractor*

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

### 7.7. Control of noise, dust, water and waste

### 7.8. Hook ups to existing works

### 7.9. Tests and inspections

7.9.1. 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.

7.9.2. Independent inspections: the *Employer* shall have the right to authorize the inspection of individual equipment or the Installation using suitably qualified person at any time and the results of such inspections shall be promptly communicated in writing to the *Contractor*. Should any defects or remedial work be required in terms of this Contract, the *Contractor* shall expeditiously undertake it within a mutually agreed time to correct the work. When the *Contractor's* work has been completed satisfactorily, the *Employer* or its duly appointed inspector shall be notified in writing. A further follow-up inspection by the *Employer* or its inspector may be conducted.

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

7.9.2.2. 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 work satisfactorily as agreed.

7.9.2.3. 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 List of Drawings

### 8.1. Drawings issued by the *Employer*

8.1.1. Drawings means all the drawings / diagrams referred to in this Scope of Work provided by the *Employer* and furnished to the *Contractor*, or submitted by the *Contractor* and approved in writing by the *Employer*, any revisions of such drawings / diagrams and any such other drawings / diagrams as may from time to time be furnished or approved by the *Employer*.

8.1.2. The *Employer* shall permit the *Contractor* access to relevant drawings and records relating to the Service, where these are available.

8.1.3. The drawings / diagrams will remain in the sole custody of the *Employer*. Two copies thereof will be furnished to the *Contractor* free of cost, but any further copies shall be paid for by the *Contractor*. The *Contractor* shall give reasonable notice in writing to the Service Manager of any further drawing / diagrams or specification that may be required for the execution of the Service.

8.1.4.

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One copy of the drawings / diagrams furnished to the *Contractor* as aforesaid shall be kept by the *Contractor* on the *Site / Affected Property*, and shall at all reasonable times be available for inspection and use by the *Employer* or any other authorised person.

- 8.1.5. The *Contractor* shall timeously and carefully examine all drawings and shall immediately notify the *Service Manager* in writing of any error, inaccuracy, discrepancy or inconsistency detected by him, or raise an objection thereto in order that it may be rectified or decided upon without disruption or delays to the progress of the *Service*.
- 8.1.6. Where the design of an installation or part thereof is done by the *Contractor* or third party he shall, unless otherwise directed, submit electronic copies (Auto-Cad), of all plans or drawings of such installation to the *Employer* whose written approval must be obtained before the *Service* concerned is commenced.
- 8.1.7. The *Contractor* hereby grants to the *Employer* a non-exclusive license, in accordance with the provisions of section 22 of the Copyright Act, 1978 –
  - (i) to copy any plan, diagram, drawing, specification, bill of quantities, design calculation or other similar document made by the *Contractor*, other than under the direction or control of the *Employer*, in connection with the *Service*;
  - (ii) to make free and unrestricted use thereof for its own purposes;
  - (iii) to provide copies thereof to consultants to be used by them for consultations and consulting services to the *Employer*;
  - (iv) to provide other parties with copies thereof where tenders are invited by the *Employer*.
- 8.1.8. Such non-exclusive license shall apply mutatis mutandis to any plan, diagram, drawing, specification, bill, design calculation or other similar document made, other than under the direction or control of the *Employer*, by any sub-contractor of the *Contractor*.
- 8.1.9. The *Employer* shall make no separate or extra payment in respect of any non-exclusive license granted in terms hereof.
- 8.1.10. Where the *Service* requires from the *Contractor* to provide the *Employer* with detail design, drawings and or diagrams of an existing or new installation that drawing and or diagrams will
- 8.1.11. comply with Clauses as listed above.





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## **ANNEXURE 1**

### **LIST OF Planned Maintenance Activity Schedules**

(Please note: The below PM Schedule Activities are only indicative and not exhaustive, it is therefore the duty of the contractor to update this PM list, two (2) months from the date of assuming responsibility as the contracted Service Provider)

**Transnet Property**
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## Activity Schedule 1

### CONSOL / WINDOW UNIT – MAINTENANCE & SERVICE REPORT

Building No: \_\_\_\_\_ Place Code: \_\_\_\_\_ Building Name: \_\_\_\_\_

Unit Description: \_\_\_\_\_ Model No: \_\_\_\_\_

Location: \_\_\_\_\_ Floor: \_\_\_\_\_ Inventory No: \_\_\_\_\_

No	MAINTENANCE INSTRUCTION	No	MAINTENANCE INSTRUCTION
1	Remove the unit from the wall casing, record location, unit number and serial number and transport unit to the workshop for a major service in accordance with the following items.	14	Check and rectify all insulation, replace where necessary.
2	Check for gas leaks, repair and top-up with refrigerant as required.	15	Check cooling and heating cycle.
3	Clean air filter or replace filter if necessary.	16	Return unit to the correct location as recorded in No. 1.
4	Chemically (liquid soap) pressure clean condenser coil and comb if necessary.	17	Clean out wall sleeve, check and insure that condenser air divider plates or rubber spacers are in good condition and in place to prevent condenser air bypass.
5	Chemically (liquid soap) pressure clean evaporator coil and comb if necessary.	18	Slide unit into sleeve and fit rigidly to the wall or wall spacer. Ensure that unit slope backwards to prevent condensate water leaks to the inside of the room.
6	Clean condensate drip tray / sump and drain and check for damage to components.	19	Check unit supply air diffusers for damages or air-flow obstruction. Also check unit air intake to ensure free air path with no obstruction.
7	Clean unit casing (inside and outside) and components.	20	Check and reconnect electrical supply cable and isolator to ensure safe power supply and test unit.
8	Check for rust spots, clean, treat and paint if required.	21	Switch fan to low, medium and high speed and check operation. Also check for vibration.
9	Clean and check condenser fan for operation vibration and noise.	22	Switch thermostat control to cooling and check cooling operation. Also check for abnormal noise and vibration.
10	Clean and check evaporator fan for operation, vibration and noise.	23	Switch thermostat control to heating and check heater operation. Also check for any abnormal conditions.
11	Check compressor for operation, vibration and noise and correct if required. Check compressor mountings and replace if necessary.	24	Check and record air-flow temperatures °C
12	Check thermostat for position, condition, bracketing and test operation.	25	Check and record unit:
13	Check electrical wiring and controls for hot connections and correct operation, rectify if necessary, check component condition and operation.		

**Notes:** Report on faults identified, remedial action, replacements, repairs required, etc.

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Service Technician

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client's Representative

**Transnet Property**
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Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Activity Schedule 2**
**SPLIT UNITS (Mid-Wall, Under-Ceiling, Ceiling Cassette, Hideaway) – MAINTENANCE & SERVICE REPORT**

Building No: \_\_\_\_\_ Place Code: \_\_\_\_\_ Building Name: \_\_\_\_\_

Unit Description: \_\_\_\_\_ Model No: \_\_\_\_\_

Location: \_\_\_\_\_ Floor: \_\_\_\_\_ Inventory No: \_\_\_\_\_

No	MAINTENANCE INSTRUCTION		No	MAINTENANCE INSTRUCTION			
A	<b>Indoor Unit (Evaporator)</b>		B	<b>Outdoor Unit (Condenser)</b>			
A1	Remove air filters, clean and re-install correctly and ensure that filter frame and media is fitted properly without by-pass or obstruction.		B1	Check and record refrigerant pressures:- (according to temperature)		Pressure	Temperature
A2					HP		
A3					LP		
A4	Check for gas leaks, repair and top-up with refrigerant as required.		B1.1	If refrigerant level is low, trace and repair leak and top-up with refrigerant.			
A5	Open, clean and check evaporator coil and comb if necessary.		B2	Check for correct condenser air path and ensure that unit is free from any obstruction and recirculation.			
A6	Check and clean evaporator fan blades, check operation, vibration and noise and rectify if necessary.		B3	Open, check and chemically (liquid soap) pressure clean condenser coil and comb if necessary.			
A6.1	Clean condensate drip tray and treat for corrosion, if necessary, clean condensate drainpipe and check for free flow of condensate.		B4	Check and clean condenser fan blades, check operation, vibration and noise and rectify if necessary.			
A6.2	Check thermostat for position, condition, bracketing and test operation.		B5	Check compressor for operation, vibration and noise and rectify if necessary.			
A6.3	Switch to cooling and check cooling cycle.		B6	Check compressor and unit mountings and mounting brackets and rectify if necessary.			
A7	Switch to heating and check heating cycle.		B7	Check refrigerant pipe insulation damage, repair and vapour seal if required.			
A8	Check and adjust thermostat set point.		B8	Clean unit casing (inside and outside), components and grilles.			
A9	Clean unit casing (inside and outside) and components.		B9	Check electrical wiring, switchgear and controls for hot connections and correct operation and rectify if it's necessary, check component condition and operation.		Heating	Cooling
A10					Volts		
A11					Amps		
A12	Check refrigerant pipe insulation damage, repair and vapour seal if required.		B10	Check and record unit:			
A13	Check electrical wiring and controls for hot connections and correct operation, rectify if it's necessary, check component condition and operation.		B11	Check hail guards.			
A14	Check air grilles and diffusers for condition, clean, correct position and adjustment.		B12	Refit all inspection panels and covers and re-fix screws, bolts and nuts and replace if necessary.			
A15	Check and record air-flow temperatures °C	Supply: _____					
		Return: _____					

**Notes:** Report on faults identified, remedial action, replacements, repairs required, etc. \_\_\_\_\_

Service Technician

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Transnet Property**
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Client's Representative

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Activity Schedule 3**
**EXTRACTION FAN UNIT – MAINTENANCE & SERVICE REPORT**

Building No: \_\_\_\_\_ Place Code: \_\_\_\_\_ Building Name: \_\_\_\_\_

Unit Description: \_\_\_\_\_ Model No: \_\_\_\_\_

Location: \_\_\_\_\_ Floor: \_\_\_\_\_ Inventory No: \_\_\_\_\_

No	MAINTENANCE INSTRUCTION	No	MAINTENANCE INSTRUCTION
1	Check electrical wiring and controls for hot connections and correct operation, rectify if it's necessary, check component condition and operation.	8	Check bolts not corroded and fastened.
2	Check electrical supply cable and isolator to ensure safe power supply. Check starter contactors and switchgear.	9	Check condition of anti-vibration mountings and replace if necessary.
3	Check air grilles and diffusers for condition, correct position and adjustment.	10	Clean unit casing.
4	Check fan for operation, vibration and noise and rectify if necessary.	11	Check and clean air vents.
5	Check condition of all metal sections and take preventative care on any deterioration. De-rust, treat with rust proof detergent and paint as required.	12	Clean plant room and floor.
6	Check and repair air leaks on ducting.	13	Replace all inspection panels and covers and re-fix all screws, bolts and nuts and replace if necessary.
7	Check housing of extractor fan not damaged and if support brackets are secure.		

**Notes:** Report on faults identified, remedial action, replacements, repairs required, etc.

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Service Technician

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client's Representative

**Transnet Property**

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Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## ANNEXURE 2

Transnet Property

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## AIR - CONDITIONING UNIT – TECHNICAL DATA SHEET

(Please note: The below Air conditioning Unit Technical data sheet is only indicative and not exhaustive, it is therefore the duty of the contractor to update this Technical Data sheet, two (2) months from the date of assuming responsibility as the contracted Service Provider)

### AIR-CONDITIONING UNIT – TECHNICAL DATA SHEET

Building Name: \_\_\_\_\_ Building No: \_\_\_\_\_

Location: \_\_\_\_\_ Place Code: \_\_\_\_\_

CAPEX or Contract No: \_\_\_\_\_

Date in Service: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
YYYY MM DD

Inventory Number: \_\_\_\_\_

Unit description: \_\_\_\_\_

**UNIT:**

1.1. Manufacturer's Name or Trademark: \_\_\_\_\_

(The manufacturer is the firm whose name is on the nameplate)

1.2. Model Number Evaporator: \_\_\_\_\_

1.3. Model Number Condenser: \_\_\_\_\_

1.4. Serial Number: \_\_\_\_\_

1.5. Rated Voltage: \_\_\_\_\_

1.6. Rated Frequency: \_\_\_\_\_

1.7. Total Cooling Capacity: \_\_\_\_\_ in BTUs.

1.8. Heating Capacity: \_\_\_\_\_ in BTUs.

1.9. Type of Refrigerant: \_\_\_\_\_ and refrigerant charge \_\_\_\_\_ grams.

1.10. Current Drawn: Starting: \_\_\_\_\_ amps.

Running: \_\_\_\_\_ amps.

1.11. Description of moisture disposal system: \_\_\_\_\_



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