

Scope of Work

Definitions:

In this Scope of Work (SOW):-

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 Service provider 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 16:00**;
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 Service provider, including any subsequent variations or changes to such work, functions, tasks, services, or goods as may be agreed in terms of this Schedule of Requirements (Deliverables);
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 the building- / centre- / lodge- / hostel manager or any person appointed by Transnet Property from time to time as responsible for the management of this Service on a specific Premises.
11. **“sensitive security area”** refers to computer centres, personnel records, cashiers, archives, top management office areas and all other areas indicated to the Service provider;
12. **“site”** means any site, place regardless of whether it is or form part of any temporary or permanent structure, building which is the property of, or is occupied or used by, or is under the control and / or management of Transnet Property;
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. **“Service provider”** means the successful tenderer that has been awarded the Service for the period stipulated;

15. **“third party”** means any person other than the Service provider 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 provide She-Bin supply, clean and removal *Services* for *Transnet Property* in *affected properties* at Cape Town for the period of 36 months to ensure compliance with legislative requirements relating to the Occupational Health and Safety Act, 1993, (Act No 85 of 1993) and other applicable regulations/standards.

2. Executive overview

- 2.1. The *Employer* requires the *Services* to ensure that the *Site / Affected Property* remains a clean and presentable through the conclusion of this contract with the *Contractor*.
- 2.2. The service shall be provided to Three (3) precincts/property within the Cape Town Area.
- 2.3. The Service provider’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, including but not restricted to:
 - 2.3.1. Occupational Health and Safety Act (Act 85 of 1993)
 - 2.3.2. The Hazardous substance Act (Act 15 of 1973).
 - 2.3.3. SANS 10400-Q: 2011: Non-Water-borne means of sanitary disposal
 - 2.3.4. Cape Town Municipality: P.N.397/1987: Drainage and sewerage by-law
 - 2.3.5. The Environmental Conservation Act (Act 73 of 1989).
 - 2.3.6. Any other relevant legislation.

3. Description of the Services

- 3.1. This Service covers the complete **sewage removal service** in or on the *Premises* or any other work arising out of or incidental to the above or required of the *Service provider* for the proper completion of the Service in accordance to the true meaning and intent of this Agreement on an agreed basis. The final acceptance of the Service lies with the Employer.
- 3.2. The Contractor shall:

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- 3.2.1. Empty the conservancy tanks located at PIP Site consisting of two tanks being a 5000 and 2500 litres tanks:
 - 3.2.1.1. 5000 litres tank shall be emptied twice a week and 2500 litres tank shall be emptied once a month.
- 3.2.2. Supply, install and service 24 portable non flush toilets for hire at Langa Hostel:
 - 3.2.2.1. Portable toilets shall be serviced twice a week.
- 3.2.3. Empty conservancy tanks at Salt River with a capacity of 6000 litres:
 - 3.2.3.1. Conservancy tanks must be emptied once every four (4) months.
- 3.3. 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.
 - 3.3.1 When request by Transnet Property to execute an unscheduled Service (Task Order), the Contractor shall commence the Service within twenty-four (24) hours of notification.
 - 3.3.2 Should additional Services be required excluding those Services referred to in this scope of work, the Parties shall negotiate and agree mutually with regard to such Services.
- 3.4. The Service provider shall be obliged to supply all labour, transport, material / products and service equipment plus any other equipment required at his own cost for the proper provision of the Service at the Premises. The Employer reserves the right to approve or disapprove these material / products and equipment.
- 3.5. The Service provider shall at all times upon arrival at the Property for each service / call-out, report to the Service Manager (Building- / Centre Manager) or such nominated representative, in order to ascertain the reason for the call-out, and / or to obtain information with regard to any problems with the service on the Property. Failing to report to the Service Manager (Building- / Centre Manager) it will be seen that the service was not done and the amount will be deducted from the Service provider's monthly invoice.

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 on a daily basis 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.

Key Performance Area	Key Performance Indicator	Key Performance Target	Penalties
Planned Schedule Compliance	% Compliance to escalation timeframes/scheduling timeframes/completion dates	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
Statutory Compliance Inspection	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	Life Threatening Incidents (LTI)	<0: Hours without LTI	<ul style="list-style-type: none"> No non-compliances will be tolerated. Immediate termination of contract for any non-compliance
Time to Quote	Average number of business days to get a quote to be approved by <i>Contractor</i> .	2 days (Dependant on nature and extent of works).	<ul style="list-style-type: none"> 5 % of the monthly invoice, amount payable the following month 2 days (Dependant on nature and extent of works).
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"> Deduction of the rate for the skill not found plus 20 % of the monthly invoice, amount payable the following month 2 consecutive non-conformances will result in termination of contract
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"> 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 on the Site/Affected Property shall be required to attend monthly (as needed) 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 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 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 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:
 - 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 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.
- 4.3.2. 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 of a qualified supervision.
- 4.3.3. 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:
- 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 and included in the pricing of the *Service*.
- 4.3.5. Personal hygiene must be maintained by the *Contractor's* employees and agents at all times.
- 4.3.6. The *Contractor* and its employees will maintain silence within reasonable bounds on the Site / Affected Property.
- 4.3.7. 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.
- 4.3.8. All training and evaluation costs as provided for in terms of this Contract shall be borne by the *Contractor*.

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- 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. 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.
- 4.3.11. 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.
- 4.3.12. The employees of the *Contractor* may only use toilet facilities that have been pointed out to them.
- 4.3.13. 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.
- 4.3.14. 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.
- 4.3.15. 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.
- 4.4. Deliverables
- 4.4.1. The *Service Contractors* shall submit the following reports, attached to all invoices:
- 4.4.1.1. Report on services delivered/performed;
- 4.4.1.2. Service delivered performance;
- 4.4.1.3. Chemicals used;
- 4.4.1.4. Completed checklist where applicable;
- 4.4.1.5. Ad hoc services requested where applicable;
- 4.4.1.6. Any and all staff and labour issues that can affect service delivery to Transnet;
- 4.4.1.7. Incident report summary as compiled.
- 4.5. Documentation Control
- 4.5.1. 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*.
- 4.5.2. 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.
- 4.5.3. 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

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Documentation by the *Contractor* and the Documentation, thus modified will be re-submitted to the *Employer* prior to the completion of the Contract/Task.

- 4.5.4. 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*.
- 4.5.5. 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.
- 4.5.6. 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*.
- 4.5.7. 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.
- 4.5.8. The *Employer* will have the right at all reasonable times to inspect the Documentation of the *Contractor* or any Sub-*Contractor*.
- 4.5.9. 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*.
- 4.5.10. 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 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*.
- 4.5.11. The *Contractor* shall on a monthly basis 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 *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 for scrutiny and verification of the 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. (In respect of emergency call-outs, the time and date and name of the person who called the *Contractor* must be indicated).
 - 4.6.3.2. Fixed monthly contracted *Services* performed.

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- 4.6.3.3. Detailed list of materials / spare parts used showing 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 *Service* provider/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 *Service* providers 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*, 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. No payment for the labour portion of this contract will be considered without supporting documentation verifying the activity schedule execution against the approved pest control schedule plan for the applicable period.
- 4.6.7. Payment will be made thirty (30) days from the date of receipt of the *Contractor's* signed invoice and credit notes.
- 4.6.8. 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.
- 4.7. Training Workshops and Technology Transfer
 - 4.7.1. All training and evaluation costs as provided for in terms of this Contract shall be borne by the *Contractor*.
- 4.8. Things Provided at the End of the *Service* Period for the *Employer's* Use
 - 4.8.1. Equipment
 - 4.8.1.1. 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
 - 4.8.2.1. 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*.
- 4.9. Management of Work Done by Task Order
 - 4.9.1. The *Contractor* shall in the event of the *Employer* requesting *Services* other than those described in this Scope of Work, 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 Scope of Work 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 work, 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 the site/ Affected Property. The *Employer* reserves the right to employ other *Contractors* on an open tender basis where 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 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 / Labour 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 (Service provider/s quotations with deductions for all discounts, rebates and taxes which can be recovered) plus an agreed percentage Fee. Refer to Price List / Rates.
- 4.9.9. The *Contractor* must provide his job cards specifying detail of works, 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.

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* 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.

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- 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 time 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.

6. Procurement

6.1. Service Equipment

- 6.1.1. The Service provider shall procure, acquire, install and maintain in good and safe working order all Service Equipment entirely at its own cost and shall have no claim based on enrichment or for compensation, or reimbursement or of any other nature whatsoever, against the Employer.
- 6.1.2. The Service provider shall at all times bear the risk of loss, damage, destruction, or theft of any or all Service Equipment and shall have no claim based on enrichment or for compensation, or reimbursement or of any other nature whatsoever, against the Employer, irrespective of the cause or the circumstances which give rise to such loss, damage, destruction, or theft.
- 6.1.3. The Service provider shall, insure his Service Equipment against all risks in terms of an insurance policy.
- 6.1.4. The Service provider acknowledges that it is vital for the Service provider to be able to provide, render, perform and supply the Services, to acquire and use the Service Equipment that is appropriate and suited for the provisions of the Services and that such equipment is maintained in good order and repair.
- 6.1.5. The equipment used by the Service provider must, where applicable, in all respects conform to The Occupational Health and Safety Act, 85 of 1993.
- 6.1.6. Equipment that is used during a process must in all respects conform to the necessary requirements.
- 6.1.7. The Service provider will at all times ensure that the Equipment and the area is Hygienic clean.

6.2. Existing Equipment

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6.2.1. The Existing Equipment shall at all times remain the sole property of the Employer.

6.2.2. The Service provider 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 work done by the *Contractor* or any sub-*Contractor* 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.

6.3.2. 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*:

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 work in question plus an administration costs of twenty five (25) percent (%) of the price the other *Contractor* charge the *Employer* to complete the *Service*, or

6.3.2.2. 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-, sub-*Contractors* and Service providers:

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 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

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- 7.1.1.7. 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.
- 7.1.1.8. 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

- 7.2.1. *Service* operations will be performed during Transnet "Office hours only". The times are Monday to Friday from 07h30 to 17h00 excluding public holidays. *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*.

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- 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 authorise 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 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 portray a professional image at all times whilst conducting their duties in a professional manner;
- 7.3.2. 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:
 - 7.3.2.1. Absence without proper notification;
 - 7.3.2.2. Accepting any gifts or bribes in the line of duty;
 - 7.3.2.3. Conduct unbecoming of a contracted staff or prejudicial to discipline, either on or off duty;
 - 7.3.2.4. Drinking intoxicating liquor or using intoxicating substances while on duty or reporting for duty in an intoxicated condition;
 - 7.3.2.5. Enabling any person to secure stolen property from the *Premises*;
 - 7.3.2.6. False reporting;
 - 7.3.2.7. Negligence in the application of Transnet instructions, after being duly informed thereof;
 - 7.3.2.8. Sleeping on duty or neglecting his/her duty;
 - 7.3.2.9. Using or carrying a weapon;
 - 7.3.2.10. Unnecessarily harsh or violent conduct or using profane language while performing his / her duties in accordance with this Agreement;
 - 7.3.2.11. Wilful disobedience of instructions, orders of a superior or a reasonable request by *Transnet Property*;
 - 7.3.2.12. Failing to report any security incident or safety hazard either observed by the contracted staff or brought to his/her attention by another person;
 - 7.3.2.13. Failing to wear the prescribed clothing or identification when on duty.
 - 7.3.2.14. 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

- 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, 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. Records of *Contractor's* Equipment

- 7.5.1. 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.
- 7.5.2. 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*

- 7.6.1.1. Rest room facilities
- 7.6.1.2. Storage facilities
- 7.6.1.3. Site office

7.6.2. (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*)

7.6.3. Provided by the *Contractor*

7.6.3.1. 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. Tests and inspections

7.7.1. 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.

7.7.2. 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 work be required in terms of this Contract, the *Contractor* shall expeditiously undertake it within a mutually agreed time period the corrective 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.

7.7.2.1. 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 cleaning has been attained. The cost for the follow-up inspection shall be borne by the *Contractor*

7.7.2.2. 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.

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

List of buildings

Site/Affected Property	Address/Street Address
Salt River	19 Voortrekker road
Langa Hostel	Themba Nqose street, Langa
Paarden Eiland	Nereider street, Pip site