



PROVISION OF GARDENING SERVICES AT THE DURBAN MAIN CENTRE FOR A PERIOD OF 20 MONTHS.

REFERENCE No: FAI_ASSET_DBN_SPEC_035

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Signature of Bidder/s: _____ Date: _____

Document Authorities

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Signature	

Signature of Bidder/s: _____ Date: _____

1. INTRODUCTION / SCOPE OF WORK

This specification is for the:

#	TASK	REQUIRED
1	Design	
2	Manufacture	
3	Upgrade	
4	Gardening	✓
5	Supply of chemicals and equipment	✓
6	Installation	
7	Documentation	✓
8	Testing	
9	Training	
10	Commissioning	

of the specified:

#	ITEM	REQUIRED
1	Appointment of a contractor to provide the gardening services at the Durban Main Centre. (for additional information, read schedule 1, annexure 1 and SHE specification.	✓

1.1 Scope of work

- Provision of gardening services for 20 months at Transnet Engineering (TE) premises within the TE boundary, specific areas outside the TE boundary as well as specified areas that impact on the aesthetics of all TE buildings.
- Regular inspection of high-risk areas.
- Implementation of preventative measures, preventing damage to infrastructure by cutting trees and other vegetation.
- Usage of the comprehensive control measures.
- Conformance with the Basic Conditions of Employment Act No. 75 of 1997, Government Gazette No 42986 of 31 January 2020 and all subsequent amendments.
- **Any omissions or sub-standard requirements of this specification must be brought to the attention of Transnet Engineering at tender stage.**
- **This specification states the minimum requirements relating to the project and in no way absolves the contractor from the responsibility for sound ethnic practice.**
- **All sites shall be serviced by the contractor, no site shall be left dirty.**

Signature of Bidder/s: _____ Date: _____

1.2 DEFINITIONS AND ABBREVIATIONS

Client	Transnet Engineering
Technical officer	Project Manager, Transnet Engineering
Contractor	Contractor appointed under this specification document
SABS	South African Bureau of Standards
SANS	South African National Standards

Specification means specification or description of TE's requirements for gardening services.

Rubbish means any garden waste accumulated from gardening activities which involve cutting or removing vegetation. This is waste material, refuse or litter such as garden waste, twigs, tree stems, tree branches, tree roots, papers, cardboard box, newspapers, plastic, disposable gloves, condoms, clothes, upholstery, disposable plates, disposable cups, food, natural and artificial hairs, etc.

2. SITE INSPECTION

2.1 All prospective Tenderers shall be required to undertake a compulsory site inspection to fully acquaint themselves with all aspects involved.

2.2 Arrangements to visit the site and confirmation of the date and time of the site inspection shall be made with the Transnet Engineering Project Manager.

2.3 The site inspection certificate shall be completed and countersigned by the Project Manager on the day of the visit and must be submitted with the tender documents.

2.4 Areas to be covered are as follows:

Item no.	Area
2.4.1	Administration A
2.4.2	Administration block B
2.4.3	Wimpy, Nagoya to Access freight (both sides) and main parking garage.
2.4.4	Outside bay 32, shunting supervisor's container and scrap yard.
2.4.5	Canal, Barloworld walkway and locomotives testing yard.
2.4.6	Bay 1
2.4.7	Bay 2
2.4.8	A35
2.4.9	A34
2.4.10	Bay 3
2.4.11	Bay 4
2.4.12	Bay 5
2.4.13	Bay 6
2.4.14	Bay 7

Signature of Bidder/s: _____ Date: _____

Item no.	Area
2.4.15	Bay 8
2.4.16	Bay 9
2.4.17	Bay 10
2.4.18	Bay 16
2.4.19	A9
2.4.20	A39
2.4.21	Bay 17
2.4.22	Bay 18
2.4.23	Bay 19
2.4.24	Bay 20
2.4.25	Bay 21
2.4.26	A10
2.4.27	Bay 22
2.4.28	Bay 23
2.4.29	A40
2.4.30	Bay 24
2.4.31	Bay 25
2.4.32	Bay 26
2.4.33	Bay 28
2.4.34	Bay 32
2.4.35	Bay 33
2.4.36	Bay 34
2.4.37	Bay 35
2.4.38	Bay 36
2.4.39	Bay 37
2.4.40	Bay 38
2.4.41	Bay 39
2.4.42	Bay 40
2.4.43	Bay 41
2.4.44	Bay 42
2.4.45	Bay 43
2.4.46	Bay 44
2.4.47	Bay 45
2.4.48	Bay 46
2.4.49	Bay 47
2.4.50	Bay 48
2.4.51	Bay 49
2.4.52	Bay 50
2.4.53	Bay 51

Signature of Bidder/s: _____ Date: _____

Item no.	Area
2.4.54	Bay 52
2.4.55	Bay 53
2.4.56	New bay
2.4.57	Bay 55A
2.4.58	Bay 56
2.4.59	A14
2.4.60	A44
2.4.61	A16
2.4.62	A46
2.4.63	Bay 58
2.4.64	Bay 59
2.4.65	Bay 60
2.4.66	Bay 61
2.4.67	Bay 64
2.4.68	A16
2.4.69	A46
2.4.70	Bay 65
2.4.71	Bay 69
2.4.72	A20
2.4.73	A50
2.4.74	A21
2.4.75	RSE Boardroom
2.4.76	RSE interim dump area
2.4.77	Bay 53
2.4.78	Bay 66

3. INFORMATION REQUIRED

- 3.1 Offers will not be considered unless full particulars and sufficient literature is provided at the tendering stage to enable the Transnet Engineering Technical Officers the opportunity to assess each technical offer properly.
- 3.2 Prospective Tenderers will complete the relevant questionnaire in full and must indicate whether their offer complies with each item of the specification.
- 3.3 Should there be insufficient space for furnishing full details; Tenderers shall provide the additional details in their covering letter. The additional details shall be numbered in accordance with the applicable clause specified in the specification.
- 3.4 As prospective Tenderers are considered to be experts in their field, they are obliged to identify any shortcomings, such as omissions or sub-standard requirements, to the completeness of this specification. These must be brought to the attention of Transnet Engineering at tender stage with alternatives to address these shortcomings. However, each offer shall be quoted for separately.

Signature of Bidder/s: _____ Date: _____

4. TECHNICAL REQUIREMENTS

The following must be complied with:-

- The Occupational Health and Safety Act – Act 85 of 1993.
- The Compensation of Occupational Injuries and Diseases Act (Act 130 of 1993).
- Agricultural Remedies and Stock Remedies Act, 1947 (Act No. 36 of 1947).
- The Hazardous substance Act (Act 15 of 1973).
- The Environmental Conservation Act (Act 73 of 1989).
- The Basic Conditions of Employment Act (Act 75 of 1997).
- The National Regulator for Compulsory Specifications (NRCS) in South Africa (Act 5 of 2008).
- National Minimum Wage Act (Act 9 of 2018), and subsequent amendments.
- Any other applicable legislation, regulation, standard, amendments and subsequent amendments.

4.1 Except where otherwise provided for in the specification, all equipment offered will comply with the requirements of the relevant standard specifications of the SABS / SANS.

4.2 Where equipment offered complies with the recognized standards of the country of manufacture and not specifically with the standards required by this specification, such equipment will be considered at the discretion of Management. In this case, tenders shall state fully all respects in which the equipment departs from the standard laid down in this specification.

5. SPECIFIC REQUIREMENTS

Any person with the intention of tendering for gardening services shall ensure that the information below is complied with. The requirements of gardening services specification are binding, the successful contractor shall not disassociate him or herself with the specification requirements.

5.1 Services

- Gardening services at Transnet Engineering sites for 24 months.
- Use gardening products or chemicals that conform to or allowed by Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act No. 36 of 1947) as amended and the regulations relating thereto as published in Government Notice No. R1449 of 1 July 1983.

5.2 Operating Environment

- Outdoors and indoors.

5.3 Controls

The contractor shall comply with the contractor control documentation before starting work on site.

The contractor shall contact the Risk & Safety office and arrange with the Transnet Contracts Manager for SHE induction training and ensure that all his/her staff and new staff attend this training before he/she allows them to commence working inside Transnet Premises. This also applies to sub-contractors that may be used. The principal contractor is responsible for sub-contractors they use.

The Contractor shall comply with the Occupational Health and Safety Act 85 of 1993 and its regulations.

A competent, responsible employee of the contractor shall be present on site at all times (fulltime on site manager) to manage day-to-day activities.

Signature of Bidder/s: _____ Date: _____

This representative shall be able to prove possession and proficiency in the use of a cellular phone on which he/she may be contacted at all reasonable hours. He/she shall also be able to contact the owner in the event of an emergency or for the purpose of urgent reporting. He/she shall be proficient in English and be literate and able to communicate with Transnet Management when necessary. The responsible person will be required to be able to manage the staff of the contractor on site and ensure all Transnet requirements are met including submission of reports required by Transnet.

The Contractor shall provide a first aid box with applicable medical sundries for his/her staff. Contractor's staff is not accommodated by the Transnet clinic. In the event of an emergency the clinic will assist and costs incurred will be for the account of the Contractor.

The Contractor shall have a trained first aider and a SHE representative trained in health and safety. At least 5% of total workforce shall be trained on first aid.

MSDS sheets of all chemicals used shall be provided by the Contractor to Transnet Management prior to commencement of this contract.

The contents of such MSDS's shall be explained to the contract staff.

It shall be in the prescribed 16-point format and a copy shall be kept by the contractor's responsible person on site.

It is the contractor's responsibility to provide the appropriate safety wear/equipment to his employees.

5.4 The following lists the recommended personal protective equipment (PPE) to be used (if necessary):

- Goggles/Face shields
- Nuisance Dust masks
- Appropriate respirators for chemicals
- Hearing Protection
- Sun Hats
- Sunscreen
- Overalls
- Steel toecap gum boots/safety boots & socks
- Aprons (full length)
- Gloves
- Rain gear

The contractor shall hold monthly safety meetings with staff and records of minutes shall be kept on file on site.

The Contractor shall be available for monthly meetings with Transnet Management. A schedule for these meetings may be agreed upon.

5.5 Equipment and facilities

The contractor shall provide material safety data sheets for chemicals that are used.

Facilities provided by Transnet for Contractor staff shall be kept clean by the contractor staff.

Contractor shall indicate the number of staff that will be on site for timeous arrangement of ablution facilities – indicate the number of males and females.

Signature of Bidder/s: _____ Date: _____

The contractor is responsible for providing all the necessary hoses, sprinklers, fittings, fuel, pesticides etc. to carry out the service requested.

The contractor must make provisions for storage of petrol / diesel and pesticides accordingly on site according to specifications for a chemical store in terms of the Occupational Health and Safety Act 85 of 1993. Transnet will not be responsible to make provision for such.

Petrol and pesticides will not be stored on site without a compliant storage facility.

The contractor must provide material safety data sheets for chemicals that are used.

Facilities provided by Transnet for Contractor staff must be kept clean by the contractor staff.

Contractor must indicate the number of staff that will be on site for timeous arrangement of ablution facilities – indicate the number of males and females.

5.6 Maintenance of lawns and field areas

5.6.1 Mowing, gardening, brush cutting

5.6.1.1 Lawns

All established lawns areas to be mowed a minimum of once per week in summer (October to March). During the months of May, June, July, August and September lawns shall be cut as and as and when required to maintain an aesthetically standard.

The height of the lawn must always be at a maximum of 3mm in height.

Inconsistent and uneven mowing shall be avoided.

All debris is to be removed prior to mowing of lawns.

All grass cuttings shall be removed from site after mowing or disposed of in a designated skip supplied by the contractor and removed weekly.

If any lawn area appears shaved and uneven due to incorrect cutting, then the contractor will be responsible to degrade the area to the correct levels.

No edges are to be cut using a spade. Only edge trimmers or shears may be used.

If any doubt as to which is established Lawn Areas at any stage of the contract, the Transnet Controlling Representative will decide/confirm.

If flowers / plants have multiplied, the contractor shall relocate the extra flowers / flower to areas where TE requires them to be planted.

5.6.2 Railway Lines and Boundary Fences

All rail lines and other infrastructure must be free of weed and grass at all times.

The required method to eliminate weed and grass is to spray weed and grass killer/chemical.

In addition to the above, weed and grass may be controlled by utilizing herbicides. In this event the contractor must ensure that the correct type of herbicide is used that will not promote soil erosion or negatively impact on the safety of people.

Signature of Bidder/s: _____ Date: _____

Material Safety Data sheets (MSDS) are to be submitted for the chemicals used in keeping the rails weed and grass free.

Reflector vests to be worn when working in the shunting yard.

Permission to be obtained from the Yard Master prior to entering the shunting yard

Grass and weed **in the shunting yard** are to be cut to a height of 3mm and maintained at that height at all times

Grass and weed between **separate railway lines** are to be cut and treated as **lawn** and maintained at that height at all times.

5.6.3 Maintenance of shrubs, groundcover, manicured and fountain areas

Care must be taken to avoid damage to plants and plant roots during the maintenance.
The contractor is to remove extraneous material brought to the surface.

5.6.3.1 Pruning

General pruning is to be carried out throughout the year.
Ground covers are to be cut back from bed edges and kerbs and shrubs pruned as and when necessary.
Judiciously remove dead and excessive material, in particular the dead flowers and leaves.
Care shall be taken to ensure that ground covers and climbers do not grow into or onto adjacent shrubs and trees.
All rubbish generated during pruning is to be removed from site at the end of each day and loaded into a dedicated skip to be removed weekly.

5.6.3.2 Watering

All areas of shrubs, ground covers, perennial, manicured and fountain areas are to receive a minimum of 5mm/month water during winter.

If restrictions are enforced, the contractor is to apply as much water as and when allowed.

The contractor is responsible for providing all the necessary hoses, sprinklers and fittings to carry out the above.

The indoor and outdoor plants shall be watered accordingly.

5.8 Maintenance of trees

Inside of the boundary fence

All dry branches and stems of trees to be trimmed and cleared.

All beds around trees to be neatly maintained.

Edging rules apply.

All fallen trees to be cut and removed from site.

Remove all debris from these beds.

Soil to be turned and kept neat at all times.

The tree branches, stems and roots that encroach on infrastructure (rail vehicles, buildings, perway, fences, roads, paving, park homes, containers, storage areas, etc.) shall be cut and all the time the 1.5m clearance to be maintained, i.e. tree branches, stems and roots have to be 1.5m clear from infrastructure.

Signature of Bidder/s: _____ Date: _____

If 1.5m clearance is not possible to achieve without completely removing the trees, stems, roots or branches, proper management shall be applied to prevent damage to infrastructure.

5.9 Outside of the boundary fence - where applicable

These trees must be pruned (when applicable) to prevent damage to rail vehicles and other infrastructure.

The contractor shall cut grass / trees / vegetation inside the fence (in the yards) and 1.5m outside of every boundary fence.

5.10 Maintenance of paving's, parking bays, driveways and weed removal on roads and sweeping

All paving and tarmac to be kept weed free at all times. This will involve both hand weeding and the careful application of approved and selected herbicides.

It is the contractor's responsibility to ensure that the herbicides are applied without damage to any of the surroundings.

Application of the above is to be carried out fully in accordance with the manufacturer's specification by a competent person, using the correct protective gear.

Any damage caused to the paving or planting as a result of the above work is to be repaired by the contractor at his/her cost.

All paving, parking bays drive ways, paths, roads and other surfacing will be swept regularly in order to ensure a leaf and litter free environment at all times.

5.11 Leaves, garden refuse and all kinds of litter removal – applicable to all areas in general

The contractor shall be responsible for the removal of the day-to-day refuse accumulated during the maintenance process.

All refuse generated is to be removed from garden areas at the end of each day (Weekdays).

The contractor shall not to leave stockpiles of leaves, grass clippings and other refuse overnight. All organic refuse is to be loaded into a designated skip and removed on a weekly basis.

All roads, pathways, parking areas, grass/ground cover, gardens and fields are to be kept swept and clean of litter, leaves, grass and weeds.

5.12 General litter and rubbish – applicable to all areas

The contractor is responsible for the day-to-day collection of garden related rubbish on the site and the placement thereof in waste bins.

All rubbish (including papers, cans, cigarette butts, tissues, toilet papers, leaves, cans, plastic containers, plastic bags, clothes, disposable plates, disposable containers,

disposable cups, straws, food, screws, nuts, bolts, scrap metal, etc), which accumulate on site from whatever source, shall be removed to the bins or skips provided.

The contractor shall not be responsible for the removal of rubble from another Contractor or Sub-contractor.

Signature of Bidder/s: _____ Date: _____

The contractor is not permitted to dump the garden refuse into the bins or skips provided for general refuse/scrap metal by Transnet Engineering.

Special bins/bags to remove the garden refuse shall be provided by the contractor.

The contractor will be responsible to ensure that all areas are kept clean and that the litter is removed daily Monday through to Friday.

5.13 Weed control – applicable to all areas

All areas will be kept free of weeds at all times. Constant checking and eradication of weeds is to be undertaken.

Hand weeding is to be carried out on a regular basis, and all root growth will be removed.

No spraying will be undertaken in narrow lawn areas where desirable plants may be damaged. Herbicides are to be applied in accordance with the manufacturer specifications and the application to be carried out by a competent person wearing the correct protective clothing.

Herbicides must be environmental friendly.

The Contractor must supply proof that the products used are registered with the Department of Agriculture for industrial and non-agricultural weed control.

The Contractor must provide a registration certificate in accordance with Fertilizers, Farm feeds, Agricultural remedies and stock remedies Act 36 of 1947.

In the event that the contractor is required to carry out weed control using chemicals and is not registered in terms of Act 36 of 1947, the Contractor must produce details of a suitably qualified person who will undertake this work on their behalf before the commencement of this contract

All roads, kerbs, stelcon blocks, paving, sidewalks and areas against buildings to be kept weed free by spraying weed killer. Weeds control all around the parking area, braai areas, walkways leading to ablution facilities, etc.

5.14 Site walk and inspection

This is to be carried out weekly for the first 3 months and then at least monthly for the consecutive months, by a senior representative of the contractor together with a representative from Transnet Engineering.

5.15 Scrap metal dumping sites

The contractor shall cut the grass, overgrown vegetation and tree branches. The dumping sites and outdoor holding areas shall be included. The canals (where applicable) shall be cleaned once a month.

5.16 Reporting

- At completion of each visit, the contractor shall report to the Assets Manager or his representative.

Signature of Bidder/s: _____ Date: _____

6. REGISTRATION / AFFILIATION

The service provider shall be registered as PCO in terms of Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act No. 36 of 1947) as amended and the regulations relating hereto as published in Government Notice No. R1449 of 1 July 1983.

7. OTHER INFORMATION RELATED TO THE SCOPE

- 7.1 This specification states the minimum requirements relating to the work and in no way absolves the contractor from responsibility for ethical practice. Any omissions or sub-standard requirements of this specification must be brought to the attention of Transnet Engineering at tender stage and optional prices for addressing such omissions must be provided.
- 7.2 Any matter relating to this work, which requires a decision from Transnet Engineering shall be presented to the Manager in charge.
- 7.3 All offers shall be completed in every respect with this specification. Only completed tenders shall be considered.
- 7.4 The Technical Officer reserves the right to have the proposal checked independently by a third party.
- 7.5 Tenders must allow for monthly progress and clarification meetings on site initially and after commissioning for defect meetings when required. A meeting will be held after issuing of the tender to establish the exact scope and magnitude of the contract. No tender will be considered unless it has this Certificate signed by the Engineer or his representative.

8. HEALTH AND SAFETY REQUIREMENTS

- 8.1 All Contractor undertakings and activities including their plant, equipment and installation (if applicable) whether detailed in this specification or not shall comply with the requirements of the Occupational Health and Safety Act 85 of 1993 as amended and all other applicable legislation including specific set of regulations and local authority bylaws where applicable.
- 8.2 All Personal protective equipment shall be issued free of charge by the contractor (employer as stipulated in the Occupational Health and Safety Act 85 of 1993. The equipment provided by the contractor in order to execute activities shall comply with applicable legislation as stipulated in the different sets of regulations.

8.3 SHE SPECIFICATION

Prior to commencement of contract, the contractor shall be issued with a SHE specification in order to compile a SHE file in line with TE requirements.

Prior to establishing on site, it is an explicit requirement of this contract that all of the Contractor's personnel directly involved with this contract, including those of sub-contractors, are declared medically fit by the Occupational Health / medical Practitioner before commencement of duty and also attend a **Safety induction course**. Transnet will provide the course free of charge and attendance is compulsory for all personnel under the control of the Contractor who, during the duration of the contract, will be present on site whether on a full time or adhoc basis.

Signature of Bidder/s: _____ Date: _____

The contractor must allow for all additional charges regarding the SHE Spec requirements as no claims for extras will be accepted in connection with the foregoing.

8.4 As part of the legislative and TE SHE requirements.

All Contractors entering into a contract with Transnet Engineering must have a valid letter of good standing as Transnet will not enter into any contract with a contractor who is not in good standing as per COIDA requirements.

Should a principal contractor seek the services of a sub-contractor it is a requirement that the Sub-Contractor be subjected to the same legislative provisions as the main / principal contractor (SHE file with medicals, induction etc.).

Appointments of Sub-contractors by Principal Contractors shall be done in writing and there shall be a Section 37(2) agreement between principal contractors and all its sub-contractors including the sub-contractors and their sub-contractors.

It is the duty of the main contractor to ensure that all its sub-contractors comply with all applicable legislation and TE SHE specification. TE will however carryout random inspection to ensure compliance and that the rule of law is upheld in this regard. In instances where it isn't TE shall issue out NCRs SHE Stop certificates and penalties to the principal contractors.

9. GENERAL REQUIREMENTS

Operation will be in the following conditions:

Altitude	Sea level
Ambient temperature	0°C to 45°C
Relative humidity	50% to 100%
Atmosphere	Heavy saline

9.1 Tenderers shall indicate clause-by-clause either that they comply in every respect with the specific requirements, or if not, exactly how it differs.

10. SITE ESTABLISHMENT

10.1 The contractor shall be solely responsible for safety of his staff and for providing security to safeguard his works and material on site, until such a time.

10.2 The contractor shall be required to attend site meetings when convened by the Project Leader controlling the contract.

10.3 The contractor will be responsible for any damages caused by his staff to the building and civil works on site.

11. PENALTY CLAUSES

11.1 Due to the criticality of this contract, penalties will be levied for non-conformances. For further details on clause 13, **See schedule 1.**

Signature of Bidder/s: _____ Date: _____

12. SCHEDULE 1

12.1 PENALTIES:

12.1.1 Should the performance of the contractor fall below the required standards, and the contractor fails to take elementary precautions to avoid losses for poor services, then the contractor will be penalized accordingly.

12.1.2 The following penalties shall apply which shall be deducted by the client from the fees payable to the contractor.

13. <u>ITEM</u>	<u>PENALTY PER INCIDENT</u>
Identity discs/cards not available.	R50, 00 per worker
Uniform/PPE clothing not provided or in a deteriorating condition.	R1000,00 per worker
Gardening chemicals not available in order that gardening service functions can be performed.	R1000,00 per incident
SHE quarterly meeting minutes not submitted	R500,00 per quarter
No daily visits from the Manager to the various sites awarded to the Contractor.	R1000,00 per day
No weekly visit by the Contractor to the various sites awarded to the Contractor .	R500,00 per week
Meeting not attended by the Contractor and supervisor quarterly.	R500, 00 per month
Failure by the gardening personnel to complete the daily register (sign on duty and off duty).	R100, 00 per incident
Failure to perform scheduled work as per agreed Intervals.	R250, 00 per incident.
Violation of TE SHEQ specification and SHE legal Requirements.	R500.00 per incident
Failure to carry out any activity of gardening services as listed on clause 5. (specific requirements).	R1000.00 Per day
Failure to pay workers (gardening staff) in full on agreed date of the months as per contract.	R1000.00 per unpaid worker

13.1 TE will not pay for any cleaning service personnel, uniforms, protective clothing or cleaning equipment that have been tendered/quoted for and charged for by the Contractor, but have not been provided by the Contractor. In the event that TE has already paid in advance, it (the client) shall be entitled to deduct the charges for these items from any subsequent payment that it makes to the Contractor.

13.2 Rates tendered for shall be based on a monthly charge per site (tender item) and must include all costs such as labor costs, uniform, transport, chemicals, UIF and any other costs for which the contractor is responsible for in terms of legislation.

Signature of Bidder/s: _____ Date: _____

- 13.3 Penalty payable by the Contractor for losses as a result of assets or goods having been lost or stolen at a particular site shall be 100% (Hundred percent) of the current value (as at the date of the loss) of TE's or thirds party's assets or goods that are missing from the site.
- 13.4 The determination of the current value of the assets or goods shall be undertaken by the Value of TE, shall be done on an objectively ascertainable basis and shall be final and binding.
- 13.5 The penalties shall be deducted on a monthly basis, from any amounts owing to the contractor. Notwithstanding any other provisions of this Agreement, the penalty deduction shall be limited to a maximum of 50% (Fifty percent) of the monthly fee payable to the Contractor in respect of any particular site.
- 13.6 TE shall be entitled to recover damages from the Contractor in lieu of the penalties mentioned above.
- 13.7 Persistent poor performance, and/or accumulation of penalties by the contractor, including violation of uniform or dress code shall be viewed in a serious light by the client and can serve as a basis for termination of this agreement.
- 13.8 Action Plan: Where a Contractor has received a non-conformance report, an action plan must be submitted to TE immediately. Where the Contractor fails to comply with this, it will be regarded as a breach of the agreement the client thereof may terminate the contract.

Signature of Bidder/s: _____ Date: _____

14. Activity schedule Annexure 2

Requirements	Frequency
14.1 PPE.	
14.1.1 Supply and issue PPE (including dust masks, safety boots, overalls – pants and tops, t-shirts / golf shirts bearing the contractor's name and logo).	Yearly
14.2 Health and safety talks.	
14.2.1 Conducting health, safety and environmental talks	Daily
14.2.2 Safety and quality controls.	Weekly
14.3 Roads, Sidewalk and around administration buildings.	
14.3.1 Sweep and /blow roads, parking area and sidewalks to completely remove existing rubbish.	Daily
14.3.2 Sweep pavements , rubbish to be removed.	Daily
14.3.3 Clean all storm water drains by removing all litter, sand etc.	Daily
14.3.4 Poison and remove vegetation growing in the roads and pavements cracks.	
14.3.5 Damp wipe motor vehicle access control equipment.	Weekly
14.4 Garden, lawn, flower areas.	
14.4.1 Sweep footpaths.	Daily
14.4.2 Loosen soil, remove weed and unwanted grass, remove excess dead/dry/unwanted flowers, level soil.	Weekly
14.4.3 Pick up and remove all litter.	Daily
14.4.4 Clean all storm water drains by removing all litter, sand etc.	Daily
14.4.5 Damp wipe building name, information, emergency and route signs.	Monthly
14.4.6 Dust and or damp wipe garden furniture.	Daily
14.4.7 Dust and or damp wipe garden light fittings.	Weekly
14.4.8 Clean and damp wipe ashtrays.	2 x Daily
14.4.9 Prune flowers.	Fort nightly
14.4.10 Cut grass down to 3mm	When need arises
14.5 Rail lines and shunting areas.	
14.5.1 Poison grass and weed.	Fort nightly
14.5.2 Cut trees to clear the shunting areas.	Monthly
Requirements	Frequency
14.6 Boundaries.	
14.6.1 Maintain 1.5m clearance from boundary fences.	Fort nightly
14.6.2 Cut all trees growing along, on and at the boundary fences and de-root.	
14.7 Other areas.	
14.7.1 Dry floor after rain.	When applicable
14.7.2 Clean and damp wipe all work surfaces.	Daily
14.7.3 Dust and damp wipe all fire equipment.	Monthly
14.7.4 Clean building name, information, emergency and route signs.	Quarterly
14.7.5 Empty, clean and or store fireplace / braai after used. This includes braai grid.	When applicable

Signature of Bidder/s: _____ Date: _____

Requirements	Frequency
14.8 Gutters, down pipes, cantilevers top and drains.	
14.8.1 Cut, clean and remove vegetation, trees, roots, dust, soil and any rubbish on gutters, down pipes, cantilevers top and drains.	Monthly
14.9 Cutting of trees down to 2m height.	
14.9.1 Cut 20m high, 4m (horizontal length) trees to 2m height. Cut stumps, branches and stems into reasonable handling sizes, remove them from TE and dump at the approved dumping sites. The de- rooting is excluded. Cut 7 trees.	Monthly
14.10 Site walk and inspection	
14.10.1 Site walk and inspection	Weekly
14.11 Parking garage	
14.11.1 Pick up general litter (e.g. papers, plastic, soft drink cans, etc.) and dump at the designated rubbish bins.	Weekly
14.11.2 Clean the paving/floors with high pressure cleaner in the main parking garage.	Once in 10 months
14.12 Veranda areas	
14.12.1 Pick up general litter (e.g. papers, plastic, soft drink cans, etc.) and dump at the designated rubbish bins.	Weekly
14.12.2 Clean the paving/floors/stoepts with high pressure cleaner	Once in 10 months
14.13 Rubbish	
14.13.1 Clean, remove rubbish in the trenches (include concrete trenches), in water channels, on the roads, stuck on trees, wash troughs and any rubbish visible outdoors.	Daily
14.13.2 Removal of all rubbish from Transnet Engineering premises and dumping at approved dumping sites.	Daily

15. Contractor's staff complement

Depot/ work area	Number workers
Durban Main Centre	8

Signature of Bidder/s: _____ Date: _____