

TRANSNET PROPERTY

DESCRIPTION OF THE WORKS: The provision of waste management services at Zeerust, Coligny, Mafikeng, Lichtenburg, Klerksdorp, Potchefstroom and surrounding areas for Transnet SOC Limited Trading as Transnet Property in the Northern Region on "as and when required basis" for a period of thirty-six (36) months.

Scope of Work: Service Information

1. Transnet Property's objectives

- 1.1. Transnet Property's objective is to enter into a term Service contract with the Service Provider to provide Waste Management Services for all affected Transnet Properties. (Annexure 1: List of Affected Properties) for the period of 36 months to ensure compliance with Safety, Health, and Environmental legislative requirements and standards.
- 1.2. To provide collection, classification, sorting, bailing, removal, and disposal of waste at an appropriate lawful landfill/disposal site. In addition, Transnet Property is also committed to the reduction of pollution resulting from its activities as well as improving its environment performance through adopting and implementing sustainability principles. This comprehensive waste management solution will aim to ensure significant reduction of its negative impact to the environment.
- 1.3. Transnet Property aims to identify alternative solutions for its waste and thereby reduce its quantities for disposal at the landfill site and improve on recyclables. The following are the key objectives of this programme:
 - Handle, store, recycle and transport waste in line with legal requirements.
 - Ensure reduction of waste transported to landfill/disposal sites.
 - Ensure that there are sufficient facilities for handling and disposal of waste onsite.
 - Ensure that waste is disposed of in a responsible manner, i.e. at approved landfill/disposal sites.
 - Ensure that waste streams do not result into a nuisance.
 - Ensure that waste data is collated and reported to Transnet Property.
 - Ensure that monetary rebate is received by Transnet Property from recyclables waste.

2. Executive overview

- 2.1. Transnet Property requires the Services to ensure that the Site / Affected Property remains clean and presentable through the conclusion of this contract with the Service Provider.

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2.2. The Service Provider's procedures for the procurement, storage, handling, classification, sorting, transporting, and disposal of waste shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authorities, including but not restricted to:

2.2.1. The Constitution (Act 108 of 1996): Entitles all South Africans the right to a healthy environment and states that the environment should be protected for the benefit of present and future generations.

2.2.2. National Environmental Management: Waste Act, Act 59 of 2008: provides the guidelines for waste management, transportation, disposal, classification, records, licensing and permits etc.

2.2.3. Section 28 of NEMA places a legal "duty of care" and a 'polluter-pays-principle on all people.

2.2.4. Occupational Health and Safety Act: Section 9 of the Occupational Health and Safety Act 1993 imposes a duty on companies and directors to ensure, as far as reasonably practicable that persons other than just those in their employ who may be directly affected by their activities are not exposed to health and safety hazards.

2.2.5. Any other relevant legislation as may be required by the Law.

3. Description of the Services

3.1. This Service covers the complete waste management 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 with the true meaning and intent of this Agreement on an agreed basis. The final acceptance of the Service lies with Transnet Property.

3.2. Collection:

The Service Provider will manage the collections required for all waste streams. Collections will be made at a suitable frequency to ensure good housekeeping is maintained in all waste areas to the satisfaction of the client. Areas that are exposed to people will be the first to be collected in the morning. These areas will be pointed out to the appointed service provider.

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3.2.1. The Service Provider must ensure that vehicles used are fitted with the necessary Emergency Response Equipment as described in the relevant act. The service provider must make provision for driving personnel to achieve the required service level.

3.3. Sortation Bailing and Storage for Transfer

3.3.1. Access to the Waste Facility to be controlled at all times. The Service Provider will provide the necessary equipment, tools, labour, drivers and supervision to carry out the scheduled activities. Where applicable the activities will include:

- Suitable sorting table(s) for the sortation process.
- Sorting racks
- Suitable bailing machine(s).
- General non-recyclable waste compactor with bin lifter suitable for the anticipated waste volumes.
- Weigh scale to weigh recyclable waste.
- Suitable containers/storage units for recyclables.
- Skips
- High pressure cleaning equipment.
- Vehicles to meet service levels.
- Odour control unit
- Any other equipment not mentioned above but required to meet the service level requirement. [OBJ]

3.4. Services

3.4.1. The Service Provide shall provide labour to perform the following activities:

- Separate and sort waste accordingly into the various waste streams generated.
- Bailing of recyclables/non compactible waste streams and loading into designated containers/storage areas.
- Maintaining adequate stock of clean wheelie bins for rotation to all satellite collection areas.
- Compacting of waste for landfill disposal.
- Cleaning of all equipment and wheelie bins.

3.4.2. The Service Provider shall always maintain and ensure good housekeeping standards. Equipment will need to be maintained according to manufacturer specifications, with

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calibration conducted as per manufacturer requirements, and available on site. The service provider is to dispose of waste that cannot be reduced, reused, recycled, at a permitted landfill facility.

3.5. **Transportation and Disposal**

3.5.1. The Service Provider will provide for the transportation of waste from the sites transfer area to approved disposal and recycling sites.

3.5.2. The Service Provider will provide for all costs related to the safe disposal and recycling at approved sites.

3.5.3. The Service Provider is to ensure written agreement is reached with disposal sites that are permitted to legally carry out disposal activities in line with their permit approvals.

3.5.4. The Service Provider will ensure full compliance to all legislative and regulatory requirements to ensure the safe and responsible disposal of Transnet Property's generated waste.

3.6. **Recyclables**

3.6.1. The Service Provider will provide a monetary return on recyclables at the agreed rates and terms.

3.6.2. The Service Provider is to ensure written agreement is reached with recycling sites that are permitted to legally carry out recycling activities in line with their permit approvals.

3.6.3. The Service Provider will ensure full compliance to all legislative and regulatory requirements to ensure the safe and responsible disposal of Transnet Property's generated waste.

3.7. **New Waste Streams**

3.7.1. The Service Provider is encouraged throughout the contract to identify new recyclable waste streams to divert waste from landfill. Where new streams are identified Transnet Property will enter into negotiations with the appointed service provider with a view to

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reach a mutually beneficial agreement between Transnet Property's and the Service Provider.

3.8. Diversion of Waste

3.8.1. In the case where more favourable disposal and recycling sites are identified by Transnet Property, Transnet Property's reserves its right to divert such waste streams excluding it from the provision of this service.

4. Documentation

4.1. The Service Provider should provide Disposal Sites permits/licenses. Permits/Licences or exemptions issued by the Department of Forestry, Fisheries and the Environment for all disposal sites utilised. This includes landfills, incinerators, recyclers, transfer stations. The Service Provider must notify Transnet Property of all waste disposal sites to which the waste is being transported to and disposed of. The Service Provider must notify Transnet Property in writing within 30 days of any changes to these sites and obtain approval prior changing to the new site. Transnet Property must approve the sites before being transported and disposed of at the respective sites.

4.2. **The Monthly Waste Reports must be submitted within the first five days of the new month. The monthly report must include:**

- 4.2.1. Waste volumes
- 4.2.2. Waste categories
- 4.2.3. Recyclable volumes
- 4.2.4. Landfill site(s) used and registers.
- 4.2.5. Recycler(s) used.
- 4.2.6. Non- compliance issues
- 4.2.7. Waste manifest documents
- 4.2.8. Safe disposal certificates
- 4.2.9. Site access control – Record of persons entering the work area.
- 4.2.10. Operational matters (Spills, staffing, water conservation, electricity usage, calibration of equipment, maintenance of assets, incidents, audits, collection frequencies).

4.3. The monthly report must be submitted in a user friendly and in a compatible format agreed by Transnet Property upon award. Signed copies of Waste Manifest Documents must be

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attached to the report. Waste Manifests must be provided for all waste streams and must be in line with requirements of the National Waste Management Act, Act 59 of 2008. Safe disposal certificates to be attached to the report.

4.4. Where waste receptacles are transported directly to the disposal site (i.e. where waste has not been combined with waste from other companies), weigh bills shall be issued by the Waste Disposal Site. These shall be submitted to Transnet Property with the corresponding Waste Manifest Document.

4.5. **The Weekly Waste Report must include the following:**

4.5.1. Waste volumes

4.5.2. Recyclable volumes

4.5.3. Represents actual waste generated in real time.

5. Deliverables

5.1. Weekly reports with applicable statistics.

5.2. Monthly report, with all the documentation mentioned above. This shall include proof of equipment maintenance, and calibration. A maintenance schedule must be submitted together with this proposal.

5.3. Annual reports. Annual reports must show annual trends in waste management. A report framework will be finalised once the service provider has been appointed. The report must be in a format that is user friendly and is to Transnet Property's satisfaction.

5.4. Final integrated report at the end of the contract period. Final report to be submitted in an electronic format as well as a hard copy should it be required.

6. Management Structures

6.1. **Performances Measures**

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6.1.1. 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.

6.1.2. The Deduction shall be as indicated in the penalties set out in the performance indicators table 1 below.

6.2. Generic specifications

6.2.1. All work shall conform to all relevant SANS Standards, OHS ACT Regulations, Environmental Legislation and all other legislation that might be relevant to this Contract and the execution thereof.

6.2.2. The contractor will weigh or measure the volume of waste being collected from Transnet Property and issue a weigh bill for the full quantity of waste before it leaves the site.

6.2.3. The contractor will ensure that Transnet Property receives safe disposal certificate for all waste that is disposed off.

6.2.4. Comply with Section 23, 24 & 25 of the National Environmental Management Waste Act (NEMWA.)

6.2.5. The contractor will ensure that all necessary tools, equipment, and consumables required for the execution of the works are always available on site to execute the works.

6.2.6. The contractor will conduct daily inspections of all areas of responsibility.

6.3. Quality Plans and Control

6.3.1. 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.

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Key Performance Area	Key Performance Indicator	Key Performance Target	Penalties
Waste Removal Schedule Compliance	%Compliance to waste collections timeframes/schedules	100%	5% of the monthly invoice, amount payable the following month. 3 consecutive non-conformances will result in termination of contract
Statutory Inspection Compliance	Maintaining statutory (OHS Act and other Regulations) compliance of the Premises and meeting the requirements	100%	- Non-compliance will not be tolerated. - Immediate termination of contract for any non-compliance
Safety	Life Threatening Incidents	<0: Hours without LTI	- Non-compliance will not 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 Contractor.	2 days (Dependant on nature and extent of works).	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)	- 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	- Non-compliance will not be tolerated. - Immediate termination of contract for any non-compliance

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6.4. Management meetings

6.4.1. The Service Provider or its duly authorised representative on the Site/Affected Property shall be required to attend monthly (as needed) Co-ordination/Risk Reduction meetings with Transnet Property 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 Service Provider vis-a-vis all decisions taken and agreements reached. Minutes and records of such Co-ordination/Risk Reduction meetings shall be the responsibility of Transnet Property. Minutes will be made available to the Service Provider within seven (7) working days.

6.4.2. The Service Provider must present a monthly written report on the Services rendered by it, in respect of the Site/Affected Property. Unless Transnet Property prescribes otherwise, this report shall include the following:

6.4.2.1. Name, address and telephone number of the Service Provider.

6.4.2.2. Date of report and reporting period.

6.4.2.3. Incidents/events.

6.4.2.4. Problems, including administrative problems with Transnet Property experienced during reporting period.

6.4.2.5. Any factors that affect, or may affect, the safety of the Site / Affected Property or people and equipment.

6.4.3. Transnet Property may request supplementary and interim written reports from the Service Provider.

6.5. Service Provider's Management, Supervision and Key People

6.5.1. The Service Provider shall appoint on the Site / Affected Property a "competent" person in charge. Any instruction to him / her by Transnet Property shall be deemed to have been issued to the Service Provider. Whenever the representative (supervisor) is absent from the Site / Affected Property a suitable person shall be appointed to act as his / her deputy.

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- 6.5.2. The Service Provider 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.
- 6.5.3. All employees provided by the Service Provider in terms of this Contract shall at all times be neat and properly clothed to the satisfaction of Transnet Property, Transnet Property reserves the right to request such employees to wear a uniform or overall of a type, cut and design approved by Transnet Property and purchased by the Service Provider. Employees must be identifiable as employees of the Service Provider by means of their uniforms:
- 6.5.4. The Service Provider, or any agent or employee of his, must wear protective clothing where necessary. The Service Provider must supply the relevant protective clothing at his own cost and included in the pricing of the Service.
- 6.5.5. Personal hygiene must be maintained by the Service Provider's employees and agents at all times.
- 6.5.6. The Service Provider and its employees will maintain silence within reasonable bounds on the Site / Affected Property.
- 6.5.7. The salaries or wages paid by the Service Provider to his employees must at all times comply with the applicable statutory requirements in respect of minimum wages.
- 6.5.8. All training and evaluation costs as provided for in terms of this Contract shall be borne by the Service Provider.
- 6.5.9. 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 Service Provider shall take prompt action in conjunction with the South African Police Service to remedy the situation.
- 6.5.9.1. Such action shall, if deemed necessary by Transnet Property, include immediate replacement of the employees involved.

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6.5.9.2. The Service Provider shall forthwith notify the Service Manager of any form of intimidation its employees may be subjected to.

6.5.10. Should Transnet Property at any time during the term of this Contract make any facility available to the Service Provider, the Service Provider 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 Service Provider, fair wear and tear excepted. The Service Provider will be liable for all electricity cost.

6.5.11. The Service Provider 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 Service Provider deem it necessary.

6.5.12. The employees of the Service Provider may only use toilet facilities that have been pointed out to them.

6.5.13. The employees of the Service Provider may use rest-room facilities that have been pointed out to the Service Provider (if available). However, it is not the duty of Transnet Property to make such rest-room facilities available.

6.5.14. The Service Provider 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.

6.5.15. If Transnet Property requires any information regarding any of the employees of the Service Provider who are involved in the rendering of the Service in terms of this Contract, the Service Provider will furnish such available information immediately.

6.6. Documentation Control

6.6.1. Transnet Property will provide the Service Provider at the appropriate times with the Technical Information necessary to enable the Service Provider to complete the Services in accordance with the Accepted Plan and schedules. All Technical Information shall be

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and remains the property of Transnet Property and on demand and on termination of the Contract shall be returned to Transnet Property.

- 6.6.2. During the progress of the Services/Task and prior to their completion, the Service Provider will submit to Transnet Property any Documentation as requiring submission to Transnet Property prior to completion of the Contract/Task.
- 6.6.3. If it is agreed between Transnet Property and the Service Provider that modifications to any such Documentation are necessary, then such modifications shall be incorporated in the relevant Documentation by the Service Provider and the Documentation, thus modified will be re-submitted to Transnet Property prior to the completion of the Contract/Task.
- 6.6.4. Where applicable, the Documentation to be supplied to Transnet Property in terms of this Contract will include updated copies of the Documentation, duly modified where necessary to cover the Service Provider's Services.
- 6.6.5. Transnet Property may from time to time during the progress of the Contract instruct the Service Provider to submit for approval, perusal or prior to the completion of the Contract/Task such additional Documentation as Transnet Property may require.
- 6.6.6. 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 Transnet Property and the Service Provider, but generally as soon as possible after such Documentation is completed by the Service Provider.
- 6.6.7. The Service Provider will maintain an up-to-date schedule of all Documentation showing the date of all such Documentation, which schedule shall be supplied to Transnet Property by the Service Provider at agreed intervals.
- 6.6.8. Transnet Property will have the right at all reasonable times to inspect the Documentation of the Service Provider or any Sub-Contractor.

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6.6.9. All Documentation shall become and remain the property of Transnet Property. Title to all information, know how, inventions and improvements disclosed to Transnet Property by the Service Provider under the Contract will become the property of Transnet Property.

6.6.10. Approval given by Transnet Property shall not relieve the Service Provider from responsibility for due performance of this Contract and adherence to Technical Information provided by Transnet Property. The Service Provider shall protect and save harmless Transnet Property and its employees against all losses, expenses, demands, errors or omissions detailing of the Service Provider, 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 Service Provider's responsibility to arrange professional indemnity cover through an insurance company acceptable to Transnet Property, the limits of such cover to be determined by Transnet Property in relation to the Service.

6.6.11. The Service Provider shall on a monthly basis provide Transnet Property with all records related to this Contract/Service.

6.7. Invoicing and Payment

6.7.1. When making a claim for payment, the Service Provider shall submit to the Service Manager or appointed Transnet Property 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.

6.7.2. Thereafter, inspections will be carried out by the Service Manager or appointed Transnet Property 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 Service Provider provide Transnet Property with a VAT invoice.

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

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6.7.3.1. Full description of Service / Task performed. (In respect of emergency callouts, the time and date and name of the person who called the Service Provider must be indicated).

6.7.3.2. Fixed monthly contracted Services performed.

6.7.3.3. Detailed list of materials / spare parts used showing unit prices, Service Provider's mark-up, and sub-total.

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

6.7.3.5. V.A.T.

6.7.3.6. Grand Total.

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

6.7.5. Notwithstanding the foregoing, the Service Manager or appointed Transnet Property representative shall have the right to call for invoices rendered by suppliers to the Service Provider in respect of materials purchased and shall be entitled to withhold the issuing of the payment certificate to the Service Provider until such information / documentation have been furnished to Transnet Property, provided that, in respect of additional documentation required by Transnet Property, Transnet Property's instruction shall have been given to the Service Provider in sufficient time before any such payments certificate became due.

6.7.6. Payment will be made thirty (30) days from the date of receipt of the Service Provider's signed invoice and credit notes.

6.7.7. In the event that any emergency Service / work / task order or overtime is provided at Transnet Property's request and subsequent inspection does not reveal any defect for

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which the Service Provider is responsible, the Service Provider reserves the right to charge Transnet Property, in accordance with the agreed day work rates plus all travelling.

6.8. Training Workshops and Technology Transfer

6.8.1. All training and evaluation costs as provided for in terms of this Contract shall be borne by the Service Provider.

6.9. Things Provided at the End of the Service Period for Transnet Property's Use

6.9.1. Equipment

6.9.1.1. The inventory materials and spares that were purchased by Transnet Property during the tenure of the contract should be returned provided the Service Provider still holds some in stock.

6.9.2. Information

6.9.2.1. Transnet Property will provide the Service Provider at the appropriate times with the Technical Information necessary to enable the Service Provider to complete the Services in accordance with the Accepted Plan and schedules. All Technical Information shall be and remains the property of Transnet Property and on demand and on termination of the Contract shall be returned to Transnet Property.

6.10. Management of Work Done by Task Order

6.10.1. The Service Provider shall in the event of Transnet Property 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 Transnet Property before attending to the work.

6.10.2. No work other than that described in the Scope of Work will be done by the Service Provider without a Task Order (official order number) issued to the Service provider 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 Service Provider in writing.

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- 6.10.3. Should the Service Provider 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 Service Provider or relieve the Service Provider 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 Service Provider shall at all times, follow and implement the specified and mandatory safety procedures.
- 6.10.4. The Service Provider will not be entitled to preferential consideration in respect of new work in the site/ Affected Property. Transnet Property reserves the right to employ other Service Providers on an open tender basis where works are done on a project basis and not be a Term Service Contract.
- 6.10.5. Transnet Property reserves the right to execute any work covered under this Contract with his own employees.
- 6.10.6. Should it be required from the Service Provider 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.
- 6.10.7. 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 Transnet Property within 7 days.
- 6.10.8. 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.
- 6.10.9. The Service Provider 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

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Activity Schedule work) and signed off by the Service Manager. In addition to the original completed job card submitted with his account / invoice, the Service Provider must submit a copy of the job card to the Service Manager for audit purposes and retain a third copy for his official records.

7. Health and Safety, Environment and Quality Assurance

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

7.1.1. The Service Provider 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 Service Provider undertakes to indemnify Transnet Property against all losses, costs, damage or expenses caused by the Service Provider'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 Service Provider, Transnet Property, 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 Service Provider, or it shall be recovered from him.

7.1.2. The Service Provider shall comply with the Occupational Injuries and Diseases Act. (Act 130 of 1993) and any amendments thereof: The Service Provider shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.

7.1.3. The Service Provider shall comply with the Occupational Health and Safety Act (Act No. 85 of 1993). The Service Provider is, in terms of section 37(2) of the Act deemed to be an Transnet Property 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

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or referred to, form an integral part of this Contract and procedures mentioned in the aforementioned section of the Act.

7.1.4. The Service Provider 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.

7.2. Quality assurance requirements

7.2.1. All work must be executed in accordance with prevailing industry norms and standards relating to quality. In this regard, the Service Provider 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.

8. Procurement

8.1. Service Equipment

8.1.1. 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 Transnet Property.

8.1.2. 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 Transnet Property, irrespective of the cause or the circumstances which give rise to such loss, damage, destruction, or theft.

8.1.3. The Service Provider shall, insure his Service Equipment against all risks in terms of an insurance policy.

8.1.4. 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

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Equipment that is appropriate and suited for the provisions of the Services and that such equipment is maintained in good order and repair.

8.1.5. The equipment used by the Service Provider must, where applicable, in all respects conform to The Occupational Health and Safety Act, 85 of 1993.

8.1.6. Equipment that is used during a process must in all respects conform to the necessary requirements.

8.1.7. The Service Provider will at all times ensure that the Equipment and the area is Hygienic clean.

8.2. Existing Equipment

8.2.1. The Existing Equipment shall at all times remain the sole property of Transnet Property.

8.2.2. The Service Provider shall only use the Existing Equipment for purposes of providing, performing, rendering or supplying the Services in terms of this Agreement.

8.3. Correction of defects

8.3.1. If Transnet Property decide that any work done by the Service Provider 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 Service Provider notice in writing of such decision giving particulars of the alleged defect, the Service Provider shall with all speed make good the defects so specified.

8.3.2. Should the Service Provider 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 Transnet Property and should the Service Provider fail to remedy such breach within the timeframe from the date of written notice from Transnet Property calling upon to do so, Transnet Property shall have the right without prejudice in terms of this Contract or at law, without further notice to the Service Provider:

8.3.2.1. Appoint another person other than the Service Provider to complete the Service in question and to recover from the Service Provider all cost to complete the work in

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question plus an administration costs of twenty-five (25) percent (%) of the price the other Service Provider charge Transnet Property to complete the Service, or

8.3.2.2. Cancel this Contract and recover from the Service Provider any damages that it may suffer as a result of such cancellation and / or breach.

9. Working on Affected Property

9.1. Transnet Property's site entry and security control, permits, and site regulations

9.1.1. The Service Provider shall at all times ensure that its employees, agents, representatives, specialist-, sub-Contractors and suppliers:

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

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

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

9.1.1.4. in a physical fit condition; and

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

9.1.1.6. Shall in terms of this Scope of Work when on duty (unless Transnet Property 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 Transnet Property shall at least contain the following information in respect of the Service Provider's personnel:

9.1.1.6.1. a colour photograph of the relevant member

9.1.1.6.2. full names and surname

9.1.1.6.3. identity number

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- 9.1.1.7. 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 Service Providerr will be liable for the replacement cost of lost identity disc.
- 9.1.1.8. All employees of the Service Provider 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.
- 9.1.1.9. 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.
- 9.1.1.10. Employees of the Service Provider 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.
- 9.1.1.11. Employees of the Service Provider have, subject to the terms of this Scope of Work, admission to all areas to perform their duties subject to approval by Transnet Property / Tenant. If a Service does not have to be performed at a specific stage in a specific area, no admission is permitted. The Service Provider must make provision in his costing for access delays in security areas.
- 9.1.1.12. Any disruptions which are deemed to be beyond the Service Provider's control and which result in the Service Provider's workmen having to leave the Site / Affected Property shall be logged in the applicable report book.
- 9.1.1.13. Within seven (7) days of the Contract Date and before such employee enters the Site / Affected Property to perform the Service, the Service Provider 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 Service Provider to undertake work at the Site / Affected Property in terms of this Contract.

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

- 9.2.1. 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.
- 9.2.2. The Service Provider shall at all-time render Service that enhance and maintain at minimum the corporate image of Transnet Property.
- 9.2.3. The Service Provider shall at all-time render Service that is in line with Transnet Property's values and ethics.
- 9.2.4. The Service Provider must exercise the highest possible standards of conduct in performing their duties in accordance with this Agreement.
- 9.2.5. The Service Provider 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.
- 9.2.6. The Service Provider is responsible for overall management and supervision of the contracted staff performing duties at the Premises in accordance with the provisions of this Agreement.
- 9.2.7. The Service Provider must ensure that a competent site manager is appointed as required ensuring deliverables and quality of Service delivery.
- 9.2.8. The Service Provider shall immediately inform Transnet Property in writing if any contracted staff is found guilty of improper conduct.
- 9.2.9. It is expected from the Service Provider to ensure that all duties and tasks to be performed on site are adhered to.
- 9.2.10. The Service Provider must exercise reasonable skill, care and diligence in the rendering of the Services and the performance of its obligations to Transnet Property.
- 9.2.11. The Service Provider 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.
- 9.2.12. 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.
- 9.2.13. In the event of an unusual occurrence, the Contractor shall submit an Incident Report to Transnet authorise representative within twenty-four (24) hours.
- 9.2.14. Any and all reports prepared during the term of this contract shall become the property of Transnet Property.

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- 9.2.15. Where Services are deteriorating a Service improvement plan can be requested on how Services will be improved.
- 9.2.16. The Service Provider 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.
- 9.2.17. The Service Provider 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.
- 9.2.18. The Service Provider 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
- 9.2.19. 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 Service Provider to replace such person without delay.

9.3. Personnel Standards

- 9.3.1. Service Provider's staff must be:
 - 9.3.1.1. able to communicate the official language of Transnet which is English;
 - 9.3.1.2. physically fit to perform the tasked duties as required;
 - 9.3.1.3. presentable, clean, neat and portray a professional image at all times whilst conducting their duties in a professional manner;
- 9.3.2. 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 Service Provider to remove a particular contracted staff(s) from the Premises permanently:
 - 9.3.2.1. Absence without proper notification;
 - 9.3.2.2. Accepting any gifts or bribes in the line of duty;
 - 9.3.2.3. Conduct unbecoming of a contracted staff or prejudicial to discipline, either on or off duty;
 - 9.3.2.4. Drinking intoxicating liquor or using intoxicating substances while on duty or reporting for duty in an intoxicated condition;
 - 9.3.2.5. Enabling any person to secure stolen property from the Premises;

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9.3.2.6. False reporting;

9.3.2.7. Negligence in the application of Transnet instructions, after being duly informed thereof;

9.3.2.8. Sleeping on duty or neglecting his/her duty;

9.3.2.9. Using or carrying a weapon;

9.3.2.10. Unnecessarily harsh or violent conduct or using profane language while performing his / her duties in accordance with this Agreement;

9.3.2.11. Wilful disobedience of instructions, orders of a superior or a reasonable request by Transnet Property;

9.3.2.12. Failing to report any security incident or safety hazard either observed by the contracted staff or brought to his/her attention by another person;

9.3.2.13. Failing to wear the prescribed clothing or identification when on duty.

9.3.2.14. 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.

9.3.3. Service Provider staff may be subject to breathalyser testing by Transnet Property or Representative of Service Provider prior to the granting of permission onto its Site.

9.4. **Health and safety facilities on the Affected Property**

9.4.1. The Service Provider undertakes to comply with Transnet Property's safety and emergency measures and procedures the Site / Affected Property.

9.4.2. 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.

9.4.3. The Service Provider 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.

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9.4.4. The obligation to take care of and protect the Service and everything connected therewith shall rest solely with the Service Provider who shall take all necessary precautions to protect Others, the property of the Others, the property and personnel of Transnet Property from damage or injury, and to protect adjoining properties from trespass or damage during the Service.

9.4.5. The Service Provider shall inform Transnet Property 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 Service Provider's responsibilities.

9.4.6. The Service Provider 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.

9.4.7. The Service Provider 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 Service Provider, 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.

9.4.8. Special condition: It is hereby specially stipulated that, during the period of this Contract, the Service Provider 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.

9.5. Records of Service Provider's Equipment

9.5.1. The Service Provider 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.

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

9.6. Site Services and facilities

9.6.1. Provided by the Employer

9.6.1.1. Rest room facilities

9.6.1.2. Storage facilities

9.6.1.3. Site office

9.6.2. (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 Service Provider)

9.6.3. Provided by the Service

9.6.3.1. The Service Provider 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 Service Provider deem it necessary.

9.7. Tests and inspections

9.7.1. Transnet Property or its duly appointed representative shall retain the right to witness and/or verify the performance of any Service by the Service Provider at any time.

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

9.7.2.1. Should the follow-up inspection show that the work as agreed and undertaken by the Service Provider 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 Service Provider.

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9.7.2.2. Notwithstanding Transnet Property's rights in terms of this Contract, the Service Provider shall refund Transnet Property its costs associated with the reapplication where the Service Provider has not completed work satisfactorily as agreed.

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

10. Early Termination

- 10.1. Transnet Property reserves the right to withdraw any part(s) of a Premise or the Premises as a whole from the Service Provider by giving one calendar month written notice of such a decision. However, this can only be done if the relevant part(s) are going to be vacated, no new tenant are going to rent that part(s), or as a result of safety measures or the Tenant cancel the Service provided by Transnet Property. The contract amount shall in such a case be reduced by the applicable amount from the date of withdrawal. This amount will be calculated in terms of the diminished area against the already tendered, applicable unit price(s) in the Part C2 Pricing Data.
- 10.2. If the Premises or any part thereof in respect of which the Service is rendered, are damaged or destroyed as a result of a fire or any other cause beyond the control of Transnet Property, Transnet Property shall have the discretion to terminate this Contract or to keep it in operation in respect of the undamaged part or parts, and neither Party shall have any claim against the other as a result thereof. If Transnet Property, in its discretion, decides to proceed with this Contract in respect of a part of the Premises, this Contract shall remain valid in respect of such part only and the amount payable to the Service Provider will be reduced according to the remaining area, calculated at the applicable unit price per square metre as tendered.

11. List of Drawings

Not Applicable

TRANSNET PROPERTY

DESCRIPTION OF THE WORKS: THE PROVISION OF WASTE MANAGEMENT SERVICES AT ZEERUST, COLIGNY, MAFIKENG, LICHTENBURG, KLERKSDORP, POTCHEFSTROOM, VENTERSDORP, BLOEMHOF, VRYBURG AND SURROUNDING AREAS FOR TRANSNET SOC LIMITED TRADING AS TRANSNET PROPERTY IN THE NORTHERN REGION ON "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

Site/Affected Property	Address/Street Address
Zeerust	
Coligny Yard	
Mafikeng	
Lichtenburg	
Klerksdorp	
Potchefstroom	