

**PROVISION OF GARDENING SERVICES  
FOR 24 MONTHS AT TRANSNET  
ENGINEERING.**

**MASONS MILL – WAGONS AND  
LOCOMOTIVES DEPOTS.**

**REFERENCE No: FAI\_ASSET\_DBN\_SPEC\_167**

**Date of release: AUGUST 2023**

The information contained herein is the sole property of Transnet Engineering. It may not be used, disclosed or reproduced in part or in whole in any manner, except with the written permission of and in a manner permitted by the proprietors.

Document Name: Specification  
Effective Date: 18.03.2023

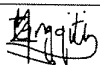
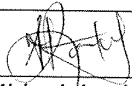
Document Number: FAI\_DBN\_SPEC\_001  
Revision: 002 Reference No: FAI\_ASSET\_DBN\_SPEC\_167

## Table of Contents

| Item no. | Contents.                              | Page no. |
|----------|----------------------------------------|----------|
| 1.       | INTRODUCTION / SCOPE                   | 4.       |
| 2.       | SITE INSPECTION                        | 5.       |
| 3.       | INFORMATION REQUIRED                   | 5.       |
| 4.       | TECHNICAL REQUIREMENTS                 | 6.       |
| 5.       | SPECIFIC REQUIREMENTS                  | 6 -11.   |
| 6.       | REGISTRATION / AFFILIATION             | 12.      |
| 7.       | OTHER INFORMATION RELATED TO THE SCOPE | 12.      |
| 8.       | HEALTH AND SAFETY REQUIREMENTS         | 12.      |
| 9.       | GENERAL REQUIREMENTS                   | 13.      |
| 10.      | SITE ESTABLISHMENT                     | 13.      |
| 11.      | PENALTY CLAUSES                        | 14.      |
| 12.      | SCHEDULE 1                             | 14.      |
| 13.      | ITEM PENALTY PER INCIDENT              | 14 -15.  |

Signature of Bidder/s: \_\_\_\_\_ Date: \_\_\_\_\_

**Document Authorities**

|                |                                                                                              |
|----------------|----------------------------------------------------------------------------------------------|
| Department     | PEMM                                                                                         |
| Effective Date | August 2023                                                                                  |
| Compiled by    | Zolani Mngqithi                                                                              |
| Designation    | Engineering Technician                                                                       |
| Signature      |  15.08.2023 |
| Reviewed by    | Motsabi Ramothathaki                                                                         |
| Designation    | Assets Manager                                                                               |
| Signature      |  15.08.2023 |
| Approved by    | Mhlonipheni Nxumalo                                                                          |
| Designation    | Executive Manager                                                                            |
| Signature      |  16/08/23 |

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 | Provision of gardening services for 24 months at Masons Mill – wagons and locomotives depot, (for additional information, read schedule 1, annexure 1 and SHE specification. | ✓        |

### 1.1 Scope of work

- Provision of gardening services for 24 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.
- 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 waste material, refuse or litter such as garden waste, twigs, stems, tree branches, 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 The representative of Transnet Engineering shall fill in (by signing) the following Table, at the end of site meeting to confirm (i) the attendance of each bidder and that (ii) the attendees (bidders) were shown all aspects of the required gardening services.

| Item no. | Depot (or site)            | Signature of TE representative |
|----------|----------------------------|--------------------------------|
| 2.4.1    | Masons Mill – Wagons.      |                                |
| 2.4.2    | Masons Mill – Locomotives. |                                |

## 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.

Signature of Bidder/s: \_\_\_\_\_ Date: \_\_\_\_\_

- 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.

#### **4. TECHNICAL REQUIREMENTS**

The following regulation 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).**
  - **Any other applicable legislation, regulation and standard.**
- 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.

Signature of Bidder/s: \_\_\_\_\_

Date: \_\_\_\_\_

### 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. 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.

Signature of Bidder/s: \_\_\_\_\_ Date: \_\_\_\_\_

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.

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.

Signature of Bidder/s: \_\_\_\_\_

Date: \_\_\_\_\_



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 including ballast must be free of weed and grass at all times.

The required method to eliminate weed and grass is to use grass and weed 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.

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.

Signature of Bidder/s: \_\_\_\_\_ Date: \_\_\_\_\_

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.

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 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.

Signature of Bidder/s: \_\_\_\_\_ Date: \_\_\_\_\_

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.

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 by a senior representative of the contractor together with a representative from Maintenance Plant, Equipment and Machinery Maintenance (PEMM).

#### **5.15 Scrap metal dumping sites**

The contractor shall cut the grass, overgrown vegetation and tree branches. The dumping sites shall be included.

#### **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 in terms of 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.

## 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 and equipment and installation 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.

#### 8.5 Requirements for prevention of Covid-19.

- 8.5.1 COVID-19 Safety Plan.
- 8.5.2 Daily Screening questionnaire.
- 8.5.3 Return to work induction register- Induction Presentation/TE will also conduct the COVID-19 induction.
- 8.5.4 COVID-19 Employee questionnaire checklist.
- 8.5.5 Fitness Certificates.
- 8.5.6 Risk Assessments register.
- 8.5.7 COVID-19 PPE issue register/sanitizer.

### 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

Signature of Bidder/s: \_\_\_\_\_ Date: \_\_\_\_\_

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.**

## 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. ITEM

### PENALTY PER INCIDENT

|                                                                                                        |                        |
|--------------------------------------------------------------------------------------------------------|------------------------|
| 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       |

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

Signature of Bidder/s: \_\_\_\_\_ Date: \_\_\_\_\_

contractor is responsible for in terms of legislation.

- 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: \_\_\_\_\_