

## PART 3: SCOPE OF WORK

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## C3.1: EMPLOYER'S SERVICE INFORMATION

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## **1 Description of the service**

### **1.1 Executive overview**

The purpose of this contract is to appoint a qualified and capable Contractor for the provision of Hygiene and Pests Control Services for the sites of National Transmission Company South Africa (NTCSA): Apollo, Bernina, Minerva, Simmerpan Complex, Grand Central Airport, Duvha, Zwavelpoort and Tower Testing. This contract will facilitate the provision of Hygiene and Pests Control Services. Provision supply of materials (consumables) and equipment as and when required as directed by the Service Manager and Supervisor. The provision of Hygiene and Pests Control Services will continue for a period of five years.

### **1.2 Employer's requirements for the service**

The Contractor is responsible for the delivering of Hygiene and Pests Control Services at Apollo, Bernina, Minerva, Simmerpan Complex, Hume and Victoria Lake Inn, Duvha, Grand Central Airport, Zwavelpoort and Tower Testing. The Contractor is obligated to provide all necessary labor, supervision (management), administration, equipment, tools, supplies, and materials required for the provision of these services.

#### **1.2.1 Working Hours**

The normal working hours to gain access on site will be from 7:00 AM to 16:00 PM, Monday to Friday. Services and working hours for weekends will be as per the requested by the Service Manager. National Transmission Company South Africa (NTCSA) reserves the right to instruct the Contractor to change working times based on business requirements.

### **1.3 Detailed description of the service**

The Contractor shall provide hygiene and pests control services as per the schedule intervals or on as and when required basis, and in exceptional circumstances as requested by the Employer (Service Manager) for the sites below:

- Apollo
- Bernina
- Minerva
- Simmerpan Complex
- Grand Central Airport
- Tower Testing
- Duvha
- Zwavelpoort

### **1.3.1 The scope of the work**

The scope for the work consists of the following:

#### **1.3.1.1 Provision of Labour, equipment, plant and supervisor for the hygiene and pests control services / operations.**

##### **1.3.1.2 Supply and Installation of Toilet Hygiene equipment**

- 75ml Air Freshener Dispenser(s).
- 365ml Urinal Sanitizer / Cistern Sanitizer Dispenser(s).
- 1100ml Auto Hand Liquid Soap Dispenser(s).
- 400ml Seat Sanitizer Refills.
- Trica Simline Wall Bins (Toilet and Kitchen).
- Autocut Kitchen / Toilet Hand Towel Dispenser.
- Automatic Hand Drier.
- TR3 Toilet Paper Dispenser.

##### **1.3.1.3 Monthly Services for Hygiene Equipment**

- 75ml Air Freshener Refills.
- 365ml Urinal / Cistern Sanitizer Refills.
- 400ml Seat Spray Sanitizer refills.
- 1100ml Liquid Auto Hand Soap Refills.
- 48 2ply Toilet Paper.
- 6 Pack Hand Towel.
- Twice Service of 12 Litre Pedal Operated Sanitary Bins per month.

##### **1.3.1.4 Transmission Real Estate Groceries (as when required)**

- 18.9 Still Prepared Water.
- 6 Pack Full Cream Milk.
- 2.5kg Light Brown Sugar.
- 2.5kg White Sugar.
- 230kg NESCAFE Classic Instant Coffee.
- 200g Freshpak Rooibos.
- 250g Five Roses.
- 750g Cremora Powder.
- 1.5kg Ricoffy e.
- 200g Jacobs Coffee.
- 25 Litre Liquid Pink Soap.
- 25 Litre Liquid Hand Sanitizer 99.9 Germ kill.
- 25 Litre Disinfectant Wipes.
- 25 Litre Duo blocks.
- 25 Litre Surface Swab.
- 2 Litre Sta-soft, Fabric Softer.
- 3 Litre Auto Washing Liquid Detergent.

#### **1.3.1.5 Supply Items of Hygiene Services**

- Supply of Toilet Brush & Holder Set Industrial.
- Supply of 30 Litre(s) Stainless Steel Bins with Lid and Foot Pedal.
- Supply of 12 Litre Soft-close Pedal Bin.
- Supply and Repairs of water coolers.
- Supply of 12 Litre Pedal Operated Sanitary Bins.
- Supply of 12 Litre bucket Waste Bins (Black).

#### **1.3.1.6 Pests Control Services**

- Installation of bait stations.
- Quarterly servicing of bait stations.
- Ad hoc removal and relocation of bees.
- Ad hoc control of wasp.
- Ad hoc control of rats.
- Ad hoc treatment of flying insects.
- Ad hoc removal of birds' nests.
- Ad hoc provision and installation of fly catcher.
- Quarterly fumigation of buildings.
- Ad hoc removal and relocation of snakes on sites.
- Ad hoc Sterilization.

#### **1.3.1.7 Deep Cleaning Services**

- Carpet, chairs, and couches deep cleaning.
- Deep cleaning of hygiene toilet equipment (twice a year).
- Carpet steaming / cleaning.
- Blinds steaming.
- Carpet dry cleaning (powder cleaning).
- Emergency deep carpet cleaning.

### **1.3.2 Requirements for Consumables and Tools**

#### **1.3.2.1 Paper Towels Requirements**

The paper towels shall meet the following requirements:

- Durable / strong.
- Absorbent and comfortable virgin pulp paper.
- Hygienic touch free operation and only used once.
- Easy to reload.

#### **1.3.2.2 Soap Refills Requirements**

The soap refills shall be:

- Durable and modern design.
- Leak proof auto mechanism.

- Easy to use and refill cartridge.
- Touch free model to eliminate cross bacterial contamination.

#### **1.3.2.3 Urinal / Bowl Sanitizing System Requirements**

The urinal shall be:

- 24 hour effective and economical elimination of odors at source.
- Able to drip feed even when toilet / urinary is not flushed.
- Able to breaks down uric acid build up in traps and pipes.
- Frequently service.

#### **1.3.2.4 Toilet Seat Sanitizer Requirements**

The toilet seat sanitizer shall be:

- Alcohol based – quick drying toilet seat wipes ensuring hygienic use.
- SABS tested and 99.9% to kill the bacteria.
- Frequently service – monthly.

#### **1.3.2.5 Air Freshener Dispensers**

The air freshener shall be:

- Timer operated, adjustable spray settings.
- 24 hours operating and sensing.
- Frequently service.

#### **1.3.2.6 Sanitary Hygiene Bin**

The sanitary hygiene bin shall be:

- Plastic lined.
- Hand free.
- SABS tested 'sani soc' bactericide.
- Operated from the top-down even if bin is full.
- Frequently serviced.

#### **1.3.2.7 Anti-Bacteria Waterless Sanitizer Dispenser:**

The anti-bacteria waterless sanitizer shall be:

- Alcohol based, quick drying waterless sanitizer.
- SABS tested 99 to kill the bacteria.
- Frequently service.

#### **1.3.2.8 Toilet Paper 2 ply**

The toilet paper shall be:

- SABS approved, minimum 20 gram, white 350 sheets per roll 2ply (code 0188)
- Supplied as required.

### **1.3.2.9 Hand Soap**

The hand soap shall be:

- SABS approved.
- Supplied as required.

### **1.3.3 Affected Areas**

The contractor shall provide hygiene and pests services on a frequency basis, and in exceptional circumstances as requested by the employer and on ad hoc bases which include but not limited to the following area:

- Accommodation rooms.
- Reception areas.
- Office areas.
- Kitchens.
- Boardrooms.
- Dining rooms.
- Canteen Areas.
- Conference rooms.
- Basements.
- Training rooms.
- Data centres.
- Conference rooms.
- Training rooms.
- Parking areas.
- Change rooms.
- Rest rooms.

### **1.3.4 Hygiene Works Description**

#### **1.3.4.1 Equipment Installation**

New equipment shall be installed where there is no equipment, and replacement shall be done for the faulty and old models of equipment.

#### **1.3.4.2 Deep Cleaning Services**

The contractor shall supply consumables for deep cleaning services. The contractor shall adhere for emergency requests for deep cleaning services within specified timeframes.

##### **1.3.4.2.1 Deep Cleaning Areas**

###### **1.3.4.2.1.1 Toilet**

- Descale and remove algae, bacteria, and uric encrustations from all areas.
- Clean and disinfect both internal and external surfaces.



#### **1.3.4.2.1.2 Urinals**

- Descale and remove algae, bacteria, and uric encrustations from all areas.
- Clean and disinfect both internal and external surfaces.
- Remove trap where possible and clean / disinfect and clear away all waste around and inside the trap.

#### **1.3.4.2.1.3 Hand Basins, Showers, Baths and Sinks**

- Remove all scale deposits and algae from surfaces.
- Clean and disinfect both internal and surfaces for the fitment.
- Clean overflows and waste pipes of accumulated waste deposits.
- Clean and disinfect all taps, plugs chain, chains, outlets, channels, and gullies.

#### **1.3.4.1.4 Warehouses**

- Please use oil kits to clean-up oil spillages and grease on the surface floor.

#### **1.3.4.1.5 General**

- Clean and disinfect all accessible surfaces.
- Where possible, remove shower drains and traps on urinals, basins, gratings and other parts.
- Wash all walls, partitions and floors surrounding the units.
- Use the high pressure to clean all units to flush deposits or growths through the plumbing and into the mainline.
- Issue service certificate on completion for the work
- Report all defective plumbing and sanitary fitments.

#### **1.3.5 Monthly Services / Refills for Consumables**

The contractor shall do monthly service to refills the consumables for the hygiene equipment. All hygiene equipment shall not run without a serve or refill.

#### **1.3.6 Supply of Hygiene Other Hygiene Consumables and tools**

All the other hygiene consumables and tools must be supplied on time as per the request by the service manager.

#### **1.3.7 Sanitary Bins Service**

All the sanitary bins services shall be service twice a month.

#### **1.3.8 Pest Control Services**

##### **1.3.8.1 Mandatory Requirements**

- The contractor's Pest Control Officer shall be registered as Pest Control Operator with the Department of Fisheries, Forestry and Agriculture.
- Pests Control Services to be in accordance with the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act.

- Contractor to provide the list of pesticides / insecticides that will be used and make sure that herbicides used are Environmentally Friendly.

#### **1.3.8.2 Employers' Requirements**

- Ground area to be inspected for rodent burrows.
- Supply and install fly traps where required (outdoors).
- Service good condition existing bait stations.
- Replace rodent bait stations.
- Quarterly service all bait stations.
- Record and update stickers for bait stations after each service.
- All areas inside the building to be treated for cockroaches quarterly in a year.
- Dusting powder and gel bait station to be used plus inset monitors if necessary.
- Service report to be completed and signed off on site.
- The contractor shall follow Integrated Pest Management (IPM) guidelines described, except where contractor specifically identifies situations where it follows alternative guidelines.
- Employer will grant the contractor with the necessary access to its sites as per the services requested.

#### **1.3.8.3 Covered Pests**

- The contractor shall adequately suppress the following pests.
- Indoor rodents, insects, including cockroaches and bed bugs and any other arthropods.
- Outdoor populations of potentially indoor infesting species that are within the property boundaries of the specified buildings.
- Nests of stinging insects within the property boundaries of the buildings and winged termite swarmer emerging in doors.

#### **1.3.8.4 Categories for the Pest Control Services**

Contractor shall perform the following tasks for all the sites for Transmission.

1. Conduct an initial inspection during the first month of the contract or when being assigned new properties.  
The initial inspection is for the contractor to evaluate the needs of the premises and to present findings to the Service Manager. The following specific points should be addressed:
  - Identification of problems and areas around the buildings.
  - Discussion of effectiveness for previous efforts.
  - Contractor access and coordination to all necessary areas
  - Establish locations for routine monitoring in common areas.
  - Information for the contractor of any restrictions or special safety precautions.
2. Conduct regularly scheduled inspection services for pests, set out or collect monitoring traps, treat buildings for pests as needed. Inspection should be quarterly.

3. Conduct inspections and necessary treatment in response to request by the Service Manager for corrective action. Emergency inspection and response, when requested, are to be performed within 24 hours (normal working hours).
4. Conduct follow-up inspection in response to resident customer complains. Routine call-back service shall be furnished after 8 working hours from the receipt of the notification by the service manager. Call-back for service required by the service manager due to the contractor negligence will not be charged.
5. Conduct intensive inspection and necessary treatment as requested by the service manager when buildings are prepared for first occupancy or during change for occupancy by other stakeholders.
6. Conduct inspection and pest control as agreed by both parties such as wood-boring insects, birds, and snakes not covered by routine inspection.

#### **1.3.8.5 Integrated Pest Management Plan (IPM)**

Contractor shall submit with its proposal the IPM Plan. If aspects of the IPM plan are incomplete or unacceptable, the contractor will have 5 working days to submit revision after notification. The contractor shall be responsible for carrying out work according to the approved IPM plan.

At the minimum, the IPM Plan shall consist of the following:

- The contractor shall provide current labels and safety data sheets for the pesticides to be used and brand names for pesticides application equipment, rodent bait boxes, insect and rodent trapping devices, pest surveillance and detection equipment, and any other pest IPM device or equipment.
- The contractor shall describe methods and procedures to be used for identifying sites pest population levels throughout the term of the contract. This information shall include general locations of common area monitoring traps and responsibilities for routinely checking the traps.
- The contractor shall provide complete schedules that include specific days of the week for contractor's visits, and approximate duration of each visit. Contractor's proposal shall assume monthly treatment per property. If frequent visits may be needed based on inspections and trap results, contractor shall explain the basis for adjusting the service schedule. Except as otherwise agreed, all work at properties under this contract shall be performed between the hours agreed between the employer and the contractor and shall not interfere with daily sites' operations.
- The contractor shall describe site-specific solutions for observed sources for pest food, water, and access.
- The contractor shall identify the personnel providing pest control, including the pest management supervisor. Contractor shall provide photocopies of government issued Commercial Pesticide Applicator Certificates or licenses for every contractor employee who will be performing on-site service under this contract.

#### 1.3.8.5.1 Updates to IPM

Contractor shall receive the concurrence from the Service Manager prior to implement any subsequent changes to the approved IPM Plan, including additional or replacement pesticides and on-site service personnel. Contractor shall provide licenses for every contractor employee who will be performing on-site services before employee begins work on sites. Any substitutions, additions, or replacement of personnel from those cited in the contractor's original proposal must be submitted to service manager for approval.

#### 1.3.9 Contractor Personnel

Contractor shall provide qualified, professional, pest management personnel who:

- Understand current practices in this field and have the experience for provision of pest control services in a corporate environment.
- Conduct themselves in a professional manner and in way to avoid noise and disruption.
- Cooperate with the building users to ensure progress for their work.
- Maintain certification as Commercial Pesticide Applicators in the category commercial pest control services.
- Wear distinctive uniform clothing that has the contractor's identification.
- Use personal protective equipment that is risk-based approach for the work to be performed.
- Use only vehicles identified in accordance with regulations and by-laws.
- Observe all safety precautions throughout the performance of the contract, certain buildings may require special precautions and measures.
- Conform with all NTCSA's applicable Standards and Procedures.
- Obtain building access permits, if needed and supplied NTCSA's securities and contractors.

#### 1.3.10 Minimum Standards of Performance

The contractor's performance will be evaluated in accordance with the approved IPM Plan. If pests appear between scheduled treatment, the contractor may be called back to treat the rooms or where problem occurred. If the contractor fails to arrive at the area of request for emergency services within 24 hours, the low service damages will come to play.

#### 1.3.11 Hygiene and Pests Control Service Schedule

Services	Schedules
Bait Stations	Quarterly
Sanitary Bins	Twice per month
Hygiene Equipment	Monthly
Water Delivery	Monthly
Carpet & Chairs Cleaning	Quarterly
Request for Rats Control	Within 24 working hrs
Emergency Carpet Deep Cleaning	Within 24 working hrs
Hygiene Equipment Deep Cleaning	Quarterly
Fumigation	Quarterly
Bees Relocation Request	Within 2 weeks
Request for Other Insects Control	Within a week

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## 2 Interpretation and terminology

Abbreviation	Meaning for Abbreviation
TXE	Transmission Real Estate
Tx	Transmission
Sat.	Saturday
Sun.	Sunday
PPE	Personal Protective Equipment
IT	Information Technology
ISO	International Organization for Standardization
SOC	State Owned Company
NEC	New Engineering Contract
PDF	Portable Document Format
FAS	Fall Arrest System
SHEQ	Safety Health Environment Quality

## 3 Management strategy and start up

### 3.1 The Contractor's plan for the service

The Contractor must detail in writing its plan to deliver the excellent service for NTCSA throughout the entire period for the contract. The below items must form part of the site management plan:

- Health and safety management
- Time management
- Communication management
- Environmental management
- Quality management
- Emergency response
- Supplier management
- Stakeholder management
- Cost management
- Material management
- Access arrangement
- Criminal management
- Schedules arrangement and management
- Contract Management
- Subcontractor management (if applicable)
- Housekeeping management
- Delivery management or arrangements
- Permit arrangements
- Site inspection and supervision

### 3.2 Management meetings

Regular meetings of a general nature may be convened and chaired by the Supply Manager as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	As and when required ____	TBC or Ms Teams	All relevant stakeholders (Employer and Contractor)
Overall contract progress and feedback	On monthly basis	TBC or Ms Teams	All relevant stakeholders (Employer and Contractor)
Ad-hoc meetings	As and when required	TBC or Ms Teams	All relevant stakeholders (Employer and Contractor)

Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and progress of the *service*. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

### 3.3 Contractor's management, supervision, and key people

The Contractor is required to hire experienced supervisors with a proven track record for Hygiene and Pests Control Services. The supervisor must possess a minimum of 3 years of experience in supervising the Hygiene and Pests Control Services. Prior to deployment on-site to oversee activities, the qualifications, training records, and curriculum vitae of supervisors must be submitted to the Service Manager for approval.

The Contractor is responsible for maintaining an updated organogram on-site, detailing all supervision and management both on-site and off-site for the management of this contract. Additionally, the Contractor must always maintain daily attendance registers and make them available to the Service Manager upon request.

#### 3.3.1 Annual, Sick, Maternity, and Family Responsible Leave and Absenteeism

- No alcohol, fire arms and knives, and other life-threatening objects are allowed on NTCSA sites.
- All contract employees shall conform with the Life Saving Rules

#### 3.3.2 Contractor's Responsibility

- The Contractor shall conform with NTCSA Standard "Occupational Health Contract and Contractor Management Reference 32-726.

- The Contractor must comply with the Occupational Health and Safety Act, all applicable regulations and Compensation of Occupational Injuries and Diseases Act.
- Health and safety and Environmental induction is compulsory prior the start of work for each site.
- Workers shall have valid medical certificate of fitness from the occupational health practitioner.
- The Contractor shall ensure the submission of man hours at specified time to the Employer and OHS performance.
- The Contractor shall be responsible for buying at its cost all the cleaning consumables at (cloths, mops, scrubbers, scribes, brooms, cleaning chemicals) that lost on site on its hands.

### **3.3.3 Uniforms and Protective Clothing, and Equipment**

- The Contractor shall supply all employees on site with its uniform colour and style for free.
- The Contractor shall supply its employees with the two sets of overalls and uniforms.
- The Contractor shall supply one pair of safety shoes – steel toe safety boots.
- All employees shall receive two jerseys warmer jackets and raincoat for rain and winter season.
- All personal protecting clothing and equipment shall be replaced as and when required – this does not mean only at the beginning of the year or financial year.
- All operators shall be equipped with safety helmets, eye and ear protection and the safety boots.
- Contractor shall ensure that its employees are wearing the relevant personal protecting equipment for the task at all the times.
- Contractor shall ensure that there's no PPE shortage on workers on site at any time.

## **3.4 Provision of bonds and guarantees**

Not applicable

## **3.5 Documentation control**

All Contractual Documents must have relevant Contract Number and Purchase Order Number as reference per the NTCSA SOC Limited Standards. All correspondence shall be dated and sequency numbered and distributed in accordance with a procedure as agreed and accepted by the service manager. The use of SMS, WhatsApp, and Ms Teams do not override the use of applicable and relevant NEC standards templates, forms, and NTCSA SOC Limited procedures. All invoices and service delivery notes must be in PDF format.

### **3.5.1 Invoicing and payment**

Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Service Manager's* payment certificate.

The *Contractor* shall address the tax invoice to include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*.
- The contract number and title.
- *Contractor's* VAT registration number.
- The *Employer's* VAT registration number 4710303126.
- Description of service provided for each item invoiced based on the Price List.
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT.
- Electronic submission of invoices via email
- Signed service delivery note(s) must accompany the required invoice(s) for payment.

### 3.5.2 Invoices and Additional Information

- NTCSA order number must be clearly indicated on the invoice with the line number on the order for billing.
- Only PDF invoices must be submitted.
- Each PDF file should contain one invoice, one debit, and credit note only as NTCSA's SAP system does not support more than one PDF being linked into workflow at a time.
- Only one PDF file per email (one invoice or debit note or credit note).
- Send all invoices in PDF straight from your system to an NTCSA email address (see the email address below).
- When it comes to foreign invoices, suppliers will be required to physical deliver the hard copies of original documents to the respective documentation management centers – though invoices emailed. NTCSA is still seeking clarity from the South African Reserve Bank for foreign invoices and currency. Current requirements are that these manual invoices should be submitted. Invoice copy can be sent to the email address indicated below.
- All submitted invoices electronically must comply with the Tax Requirements.
- If there is a Cost Price Adjustment on the invoice, NTCSA recommends separate invoice for CPA to avoid delays on payment, if there are issues for the CPA.
- Introduction of electronic invoicing does not guarantee payment but will ensure visibility of all invoices and ensure that no invoices get lost. If the goods receipt is not done, the invoice will be parked, and the system will automatically send an email to the end user to do good receipt. This is also tracked by NTCSA through the park invoice report.
- The Contractor can request a park invoice report from the Finance Shared Services (FSS) contact centre which can then be followed up and corrected.
- The Contractor is welcome to forward the details of invoices corrected to the FSS contact centre.
- All invoices for payment must be submitted to [invoicesntcsalocal@ntcsa.co.za](mailto:invoicesntcsalocal@ntcsa.co.za).



### **3.5.3 Follow-up with Finance Shared Services (FSS):**

All queries and follow-up on invoice payments should be made by contacting the FSS Contact Centre at +27 11 800 8111 or email [fss@eskom.co.za](mailto:fss@eskom.co.za). Introducing electronic invoicing does not guarantee payment but will ensure visibility of all invoices as well as ensure that no invoices are lost. If the Goods Receipt (GR) is **not** done, the invoice will be parked, and the system will automatically send an email to the end user to do the GR. This is also tracked by NTCSA through the parked invoice report.

### **3.6 Contract change management.**

Changes to the contract will be notified and addressed as per the NEC3 – TSC3 and as per NTCSA's internal Governance Processes for approval. Modifications to work/service can only resume once NTCSA approval is obtained and as instructed by the NTCSA Representative (Service Manager).

### **3.7 Records of Defined Cost to be kept by the *Contractor***

As a control measure, it is required for the Contractor to maintain record keeping of all defined cost items for the purpose of compensation event management. A schedule of these cost components may not be listed in the contract price list should be provided when required.

### **3.8 Insurance provided by the *Employer***

Refer to Z12 in Data by Employer document.

### **3.9 Training workshops and technology transfer**

- Hazardous chemical substance training certificate
- HIRA certificate
- Incident Investigation Certificate
- Fire Fighting Certificate
- 1<sup>st</sup> Aid Certificate Level 2
- Health and Safety Representative Certificate
- Legal liability training
- Working at height

### **3.10 Design and supply of Equipment**

The Contractor bears responsibility for providing all necessary equipment on-site. All equipment supplied by the Contractor must meet the SABS standard and be of good quality. No payment will be made for the standing time of equipment on-site. Faulty equipment or machinery must not remain on-site for more than seven working days. The Contractor is prohibited from storing or retaining any irrelevant equipment or tools at the service site. Any breakdowns of plant and equipment must be promptly reported to the Employer (Service Manager). Things provided at the end of the *service period* for the *Employer's* use.

### **3.10.1 Equipment**

At the end of the contract, all the equipment purchased through the contract by the Employer must be remained on site.

### **3.10.2 Information and other things**

At the end of service contract, the Contractor must provide the following information.

- Consolidated health and safety file
- Employers' investigation reports and all supporting documents
- All contracts report in relation to this service contract
- All historical invoicing and the signed delivery notes for the service
- All defined cost documents

### **3.11 Management of work done by Task Order**

- The Contractor shall receive the task order prior the start of work on site.
- Other than emergency work requests, no works shall proceed without an approved task order.
- An approved task order shall bear the signature of Contractor representative and NTCSA Representative (Service Manager).
- Discretion of the Contractor and Supervisor shall apply in determining and interpreting emergency requests to ratify works done without an approved task order.

The Contractor will not be compensated for works that proceed without an approved task order unless the task order is ratified at the discretion of the Service Manager and Supervisor. Reasons shall be in writing to the Contractor to request ratification for compensation events with any works done without the approved task order.

## **4 Health and safety, the environment and quality assurance**

### **4.1 Health and safety risk management**

The Contractor shall conform and comply with the following standards and legislation below:

- Issued Health and Safety and Environment Specification.
- Basic Condition of Employment Act No. 75 of 1997.
- Occupational Health and Safety Act and Regulations No. 85 of 1993.
- 32 – 37 Eskom Substance Abuse Procedure.
- 240-62196227 Life- Saving Rules.
- 32-95 Occupational Health and Safety Incident Management.
- 32-727 SHEQ Policy.
- 32- 418 Working at Heights Procedure.
- ISO 9001: Quality management system.
- ISO 45001: Occupational Health and Safety Management System.

- Eskom's Covid-19 Health and Safety Policy statement.
- National Road Traffic Management Act.
- Eskom Risk Assessment Procedure 32-520.
- Employees Right of Refusal to Work in an Unsafe Situation Procedure 240-43843827.

## **4.2 Environmental constraints and management**

The Contractor shall conform and comply with the following standards and legislation below:

- Issued Health and Safety and Environment Specification
- National Environmental Management Act 107 of 1998.
- National Environmental Management Waste Act 59 of 2008.
- Environmental Incident Management Procedure 240-133087117
- Waste Management Standard 32-245
- 32-727 SHEQ Policy
- ISO 14001: Environmental Management System

## **4.3 Quality assurance requirements**

The Contractor shall conform with the following standards and documents below:

- Quality Management Specification
- ISO 9001 Quality Management Systems – Requirements
- 32-727: Safety, Health, Environment, and Quality (SHEQ) Policy
- 240-12248652 Supplier Quality Management: List of Tender Returnables

# **5 Procurement**

## **5.1 People**

### **5.1.1 Minimum requirements of people employed.**

Not applicable

### **5.1.2 BBBEE and preferencing scheme**

#### **1. Transformation – BBBEE Improvement or Retention Plan**

Transformation remains an area of focus, where NTCSA continuously strives to align itself with national transformation imperatives to unlock growth, drive industrialization, create employment and contribute to skills development.

NTCSA encourages its suppliers to constantly strive to improve their B-BBEE rating. Whereas Tenderer/s will be allocated points in terms of a preference point system based on specific goals, NTCSA also requests that tenderer/s submits their B-BBEE improvement or retention plan within 30 days of signing the contract.

Tenderer/s are therefore requested to indicate the extent to which they will maintain (only if the respondent is a Level 1) or may improve/maintain their B-BBEE status over the contract period if their B-BBEE status is level 2 or 3. Tenderer/s with a B-BBEE status level 4 at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of B-BBEE Level 3 by the end of the first year of the contract and thereafter improve their B-BBEE status level or migrate by one level higher.

Tenderer/s with a B-BBEE recognition status of Level 5 to Level 8 or non-compliant at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of Level 4 by the end of the first year of the contract and thereafter improve at least one B-BBEE Level higher of each year from the second year of the contract.

Tenderer/s are requested to submit their B-BBEE Improvement Plan as an essential document within 30 days of signing the contract.

**NB:** A valid B-BBEE certificate or Sworn Affidavit is a condition for contract award, if your company's annual Total Revenue is R10 Million or less you qualify as an Exempted Micro Enterprise therefore you can submit Sworn Affidavit. If your annual Total Revenue is R50 Million or less, you qualify as Qualifying Small Enterprise and must comply with all the elements of QSE score card relevant to your sector unless an entity is at least 51% Black owned you are required to obtain a Sworn affidavit. If your Annual Total Revenue is above R50m you need to submit a Valid B-BBEE certificate.

### 5.1.3 Job Opportunities

Tenderers are required to submit proposals for the type and number of jobs that will be created and retained in South Africa as a direct result of being awarded a contract.

Type of Jobs to be created	Number of Jobs to be created

### 5.1.4 Supplier Development Localisation and Industrialisation –(SDL&I)

Not applicable

## 5.2 Subcontracting

### 5.2.1 Preferred subcontractors

Not applicable

### 5.2.2 Subcontract documentation, and assessment of subcontract tenders

Not applicable

### 5.2.3 Limitations on subcontracting

Not applicable

### 5.2.4 Attendance on subcontractors

Not applicable

## **5.3 Plant and Materials**

### **5.3.1 Specifications**

The price list state the list of required plant and equipment for the service required as per the scope of work. The Contractor can engage fairly and in bona fide in works execution by assisting the Employer with advice and recommendations on changes in technologies and industry best practices that may affect the Employer's ability to perform works as per the contract stipulation. The Contractor shall take reasonable care to acquire and maintain equipment that meets minimum legal requirements.

### **5.3.2 Correction of defects**

The repairs for plant or equipment shall be performed by accredited or competent person or Contractor as per manufacturers manual. The repairs shall not interfere with or hinder the employers' work operation on site. All the maintenance or repairs records shall be kept safely and be available at any time when employer is looking for the records. All defects identified to be corrected immediately or not more than 2 days if the work requires special equipment.

### **5.3.3 Contractor's procurement of Equipment and Materials**

The Contractor must purchase the consumables and equipment in good faith, and for mutual benefit for both parties. The Contractor shall purchase all materials and from the accredited Supplier. All chemicals shall always come with its safety data sheets, and all chemicals' materials arrived on site shall conform with global harmonised system requirements. The Contractor shall remain the sole responsibility to procure of equipment and materials for the reasonable and acceptable quality. The Employer can request at any time the data sheet and proof of purchase for the equipment purchased and supplied on site for usage. Guarantees and warranties certificate may also be required for any equipment and material supplied by Contractor to the Employer.

### **5.3.4 Tests and inspections before delivery**

The Service Manager may request inspection during the equipment and materials arrival on site. All equipment and materials must be inspected by the Contractor together with Employer (Service Manager) during arrival before use on site. The records of inspection must be available at any request by the Service Manager.

### **5.3.5 Plant & Materials provided "free issue" by the *Employer***

Not applicable

### **5.3.6 Cataloguing requirements by the *Contractor***

Not applicable

## **6 Working on the Affected Property**

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

NTCSA reserves the right to subject all employees for the Contractor to a vetting and security clearance process in line with NTCSA's security requirements for the site. Any person entering (Including NTCSA's employee) the site of NTCSA is subject to random alcohol testing to gain access to the site. All employees and vehicles that are entering or exiting the site shall be subjected to be searched by security personnel at gates or checkpoints.

The Contractor shall do criminal checks, and submit the ID copy, physical address and contact details for its employees to NTCSA before deploying any employee for work activities on NTCSA' site. The contractor shall inform the Service Manager prior any removal of its employees on site. The Contractor shall ensure that all equipment and material brought on site are signed in the approved NTCSA security register at the security gate. The Contractor shall not remove any equipment or materials on site, prior informing the Service Manager or Supervisor.

### **6.2 People restrictions, hours of work, conduct and records.**

Normal working hours for the sites access is between 07h00 and 16h00 from Monday to Friday. The Contractor shall keep timesheet records for its employees and submit the man hours on agreed dates.

### **6.3 Health and safety facilities on the Affected Property**

The Contractor shall conform with all standards and procedures for operation at the NTCSA' site, e.g., Life Saving Rules, and comply with all applicable legislations on site for the OHSA Act 85 of 1993.

### **6.4 Environmental controls, fauna & flora**

The Contractor shall conform with all standards and procedures for operation at the NTCSA' site and comply with all applicable legislations on site for the NEMA and NEMWA.

### **6.5 Cooperating with and obtaining acceptance of Others**

As per clause 25.1 of this contract (Core Clauses)

### **6.6 Records of Contractor's Equipment**

The Contractor must report to the Service Manager and Supervisor prior or during arrival of any equipment (owned or hired equipment) on site. The Contractor shall inform the Service Manager and Supervisor prior removal any equipment (owned or hired equipment) on site. The Contractor shall keep the updated list of all the equipment. All equipment must be inspected as per all applicable legislations, and the records shall be made available at any given time required by the Service Manager or the inspector from the Department of Employment and Labour. The Contractor shall not keep on site any unused equipment. All vehicles used for business purposes must have a tracker system or mix telematic to give kilometres report.

## **6.7 Equipment provided by the *Employer***

All the equipment and tools purchased through the contract belongs to the Employer, and all that equipment shall remain on site at end of the service contract. The Contractor shall not leave the site with the equipment or tools purchased through the contract. In case of service or maintenance required for equipment to be conducted outside site, the Contractor shall agree with the Service Manager or Supervisor on timelines and provide backup equipment.

## **6.8 Site services and facilities**

### **6.8.1 Provided by the *Employer***

- (1) Water
- (2) Electricity
- (3) Stores
- (4) Ablution facilities

### **6.8.2 Provided by the *Contractor***

The Contractor shall supply all plant required for operation.

## **6.9 Control of noise, dust, water, and waste**

The service provide shall conform with NTCSA's requirements and comply with all applicable legislations for environment management on site.

## **6.10 Hook ups to existing works**

The Contractor shall conform with the requirements for Eskom's Life Saving Rules., NTCSA working at Heights Procedure The performance of works which affects the employer's operations, or the system of other contractors shall be scheduled to be performed only at times approved by the employer. The procedure for carrying out work which of necessity interrupts the employer's operation, or the system of other contractors, or imposes abnormal operating conditions of their systems, is subject to approval of the service manager.

## **6.11 Tests and inspections**

### **6.11.1 Description of tests and inspections**

The Contractor shall be responsible for providing the quality inspections as per the scope requirements and rectifies all defects within the agreed time. The Contractor to provide test and inspection records on approved templates by the Employer (Service Manager). The inspections and records shall comply and conform with all applicable legislative and Employer's requirements.

### **6.11.2 Materials facilities and samples for tests and inspections**

All deliveries for material shall be inspected by the Service Manager or Supervisor before usage on site.

## **7 List of drawings**

### **7.1 Drawings issued by the *Employer***

Not applicable





## 8 Low Service Damages-Annexure B

Incidents	Allowance / Response Time	Frequency	Target	Penalties for non-conformances
Failure for Contractor's to provide the service within agreed timeframe or Service Manager/Supervisor's instructions	None	All times	100%	R 5000 per incident – until incident rectification
Failure for the Contractor to provide the service as per the scope of work	None	All times	100%	R3000 per incident
Work stoppage due to non-compliance with COIDA	None	All times		R10 000 per incident
Non-conformance with Eskom's Life Saving Rules	None	All times	100%	R10 000, 00 per incident
Non-compliance with Global Harmonise System requirements	None	All times	100%	R5000, 00 per incident
Site vehicle on site without the valid licence disc	None	All times	100%	R600,00 per day
Workers on site without a valid medical certificate of fitness from Occ. Health Practitioner	None	All times	100%	R3000, 00 per incident
Failure for management to attend the operational meeting	None	All times	100%	R3000, per person, and per incident
Workers on site without Eskom, and Contractor's SHE induction	None	All times	100%	R1000, 00 per person and per incident
Equipment and tools shortage on site	None	All times	100%	R5 000, 00 per incident
Failure to response to life threatening H&S issues on site	Immediately	All times	100%	R5000, 00 per incident after 30 minutes
Failure to close non-conformance & non-compliance with H&S, and Environment requirements and the applicable legislations within 60 days	Within specified period	All times	100%	R2000 per assessment report
Workers on site without mandatory PPE.	None	All times	100%	R1000, 00 per incident
Failure for workers to wear risk-based PPE for the activity.	None	All times	100%	R1000, 00 per incident
Poor housekeeping on site.	None	All time	100%	R2000, 00 per incident
Workers on site with torn PPE.	None	All times	100%	R1000, 00 per incident
Failure for employees to wear the issued PPE on site	None	All times	100%	R500.00 per incident
Non-conformance & non-compliance with H&S, and Environment requirements and the applicable legislations.	Within specified period	All times	100%	R1500, 00 per finding, and month until resolved / closed

Deployment of employees on site without criminal checks, & records, and personal details info (ID, Physical address and contact details).	None	All times	100%	R1000, 00 per incident
Hygiene equipment running out of service	None	All times	100%	R5000, 00 per incident
Non-conformance with any hygiene & pests control contract specified schedules	None	All times	100%	R5000, 00 per incident