

Scope of Work

Service Information

1. Description of the Service and Executive Overview

The *Contractor* shall provide an efficient and effective Office Cleaning Service for a period of twelve (12) months in the Port of Durban, ensuring a high standard of cleaning is delivered and maintained, meeting the clients' expectations.

Employer – refers to herein as Transnet National Port Authority (TNPA)

1. SCOPE OF CONTRACT

To this contract, the "WORKS" comprises the daily cleaning of all offices, ablutions, kitchens, corridors, stairways, common areas. Including the deep cleaning and decontamination of all TNPA buildings, boats, tugs and vehicles. Supply and service our sanitary fittings with consumable soft paper to various office/depot buildings around the Port of Durban.

1.1 CLEANING AREAS AND REQUIRED STAFF NUMBERS ARE AS FOLLOWS:

Location	No.	Frequency	Comment
Port of Durban Supervisors	3	5 days/w	Ok, Cleaning Contract Supervisors
OTB (11), Helipad (1) & Clothing Stores (1)	13	5 days/w	OK, 1 worker to be taken from OTB as and when required. Areas: Heritage Site, Millennium Tower Workshop (002B2349), Security I&J Building, Pace Container Depot (002B3120) & N shed
11 Methvan Road	5	5 days/w	Ok,
Old TGC 002B3180	2	5 days/w	Ok,
Honshu Road	1	5 days/w	Ok
Workshop 100	4	5 days/w	Ok
Security Bayhead and Pollution Control	2	7 days/w	OK, 1 employee work weekend and public holiday
Trawlers Security	2	7 days/w	OK, 1 employee work weekend and public holiday
Security Maydon Wharf	1	7 days/w	OK, 1 employee work weekend and public holiday
Contingency	8		If any required, this also include two (2) staff allocated to working during weekend & public holiday (refer to pricing schedule)
Clinic Point	1	5 days/w	OK
Security Point and Water Services	1	7 days/w	OK, 1 employee work weekend and public holiday
Marine services	2	7 days/w	OK, 1 employee work weekend and public holiday
Berthing services	4	7 days/w	OK, 2 employees work weekend and public holiday
Lighthouse	1	5 days/w	Ok
Dry Dock	5	5 days/w	Ok

Power Supplies	4	5 days/w	Ok, 1 of the staff to be taken to these areas as and when required. Areas: Allen Dalton & Sand Bypass
Procurement Stores (Power Supply Depot)	1	5 days/w	Ok
Durmarine Building	4	7 days/w	Ok, 1 employee work weekend and public holiday
Dredging Services	3	5 days/w	Ok
Kings Rest Stores	2	5 days/w	Ok
Workshop 24	8	5 days/w	Ok
Fire Station – Pier 1	3	7 days/w	OK, 1 employee work weekend and public holiday. the staff to be taken to these areas as and when required. Areas: Security New Pier Gate, Fire Station Ex-JBS Building & Fire Station Island View.
45 Bay Terrace	6	7 days/w	OK, 1 employee work weekend and public holiday
Queens Warehouse	8	5 days/w	Ok
MSOE (Bayhead)	6	5 days/w	Ok
Total Number of Cleaners including 3 Cleaning Contract Supervisors	100		

Note: There are certain buildings not included in the list above. These buildings will be serviced by the cleaners who are near these particular sites.

1.2 DECONTAMINATION AND DEEP CLEANING SERVICES

The *Contractor* shall provide all services required in decontamination/ deep cleaning of all our buildings, vehicles, boats and tugs. Manual disinfection, misting, deep cleaning & sanitization, steam heating at temperatures over 80 degrees Celsius will be part of disinfecting/decontaminating. The aim is to provide a preventative measure against any spread of virus and bacteria. The *Contractor* shall provide these services in accordance with the Scope of works contained herein and in accordance with the publications listed below. This section should be read in conjunction with our attached document called SOP for cleaning and hygiene.

WORK SURFACE

Any work area where employees work and come in contact with surfaces through skin, where contact with and spread of the virus is possible. This includes, but not limited to desks, computers and printers.

FREQUENTLY TOUCHED SURFACES

Includes but not limited to desks, chairs, phones, printers, keyboards, computer mouse, door handles, light switches, handrails, kitchen appliances, counters, drawer pulls, tables, sinks, toilet handles, drinking fountains, elevator buttons, push plates, stair rails, keys and remote controls, electrical plugs, plotters, trays etc.

CLEANING

The removal of germs, dirt and impurities from surfaces. This does not necessarily kill germs, but by removing them, it lowers their numbers and the risk of spreading infection.

1.2.1 MANUAL DISINFECTION

Chemicals usage:

- 0.1% Bleach solution or alcohol with 70%-90% concentration.
- Cleaning detergents with sodium hypochlorite solution or an ethanol based scrub with 70% (min) alcohol content.

Applicable Areas to be cleaned:

- Accessible hard and soft surfaces for direct manual intervention such as: Garden Areas, Balconies and Stoops, Walls, Windows and Facades, Fire Equipment Cages, Aircons and Louvres, Reception Areas, Staircases and Passageways, Boardrooms, Bulk Storage Areas, Workshops, Offices, Storerooms, Toilets and showers, Walkways, Kitchens

1.2.2 MISTING

- Dispensing of chemicals by means of Misting machine over a large area in a short space of time
- All-purpose biocidal cleaner that is water based, non-flammable and safe for Misting appliances

1.2.3 DEEP CLEANING AND SANITISATION

- High pressure vacuum cleaning of the carpeted floors, using low foam chemical
- Sanitization of chairs, tables and all contact surfaces.
- Sanitizing using SANS approved sanitizer, grouped as class 3 in terms of flammable content, with propanol at 70% alcohol.

1.2.4 STEAM CLEANING

- The use of steam 'Heat at temperatures over 80 degrees Celsius in order to clean and kill bacteria and viruses using water, soap, detergents, or other cleaning products
- Steaming temperature must be above 80 degrees Celsius for bacteria and virus control
- Steam cleaning equipment (steam mop, Vapour steam cleaner)

1.2.5 DEEP CLEANING AND OF STAINLESS STEEL

- The *Contractor* shall provide all services required in stainless steel cleaning in all our buildings internally and externally. All surface corrosion is to be removed, in areas where surface corrosion has been removed or where repairs have been conducted is to be pickled and passivized as per South African Stainless Steel Development Association (SASSDA) guidelines. The entire stainless-steel sections which had corrosion should be degreased using Scotch-brite pads and 2001 easy off degreaser then it is to be washed off with clean water and then buffed to provide a polished finish. The stainless steel is covering but not limited to polishing of all hand rails, balustrades, pot plants, taps, toilet paper holders and other components with stainless steel.

1.3 VARIATION IN CONTRACT

Should any of the area(s) serviced by this contract be vacated or should the service for any other reason become wholly unnecessary the *Contractor* agrees to claim no payment in respect of such area and the contract shall be considered cancelled in respect of such area. Transnet National Ports Authority undertakes to give the *Contractor* thirty (30) days written notice of its intention to cancel the service provided at the affected area(s). Should a service for a new building which is not part of the areas indicated above be required the Contractor agrees to provide such service under contingency. Transnet National Ports Authority undertakes to give the Contractor thirty (30) days written notice of its intention to utilize the service provided at the intended area(s).

1.4 SUPPLY AND SERVICE OF CONSUMABLE SOFT PAPER

The *Contractor* must ensure that they provide an efficient service so that our staff can commence with their day-to-day duties without any disruption arising from this supply and service of consumable soft paper.

1.4.1 SPECIFICATION OF CONSUMABLE SOFT PAPER

1.3.1.1 Jumbo Toilet Paper;

- Type – 2 ply, extra soft paper
- Colour – white
- Size – 100mm width * 550m length per roll

1.3.1.2 Jumbo Paper Wipe;

- Type – 1 ply
- Colour – white
- Size – 205mm width * 1500m length per roll

1.3.1.3 Reflex Paper Hand Towel;

- Type – 2 ply
- Colour – white
- Size – 200mm width * 150m length per roll

1.3.1.4 Multi-folded Paper Hand Towel;

- Type – 2 ply
- Colour – white
- Size – 240mm width * 90mm length per sheet

1.3.1.5 Jumbo Paper Wipe;

- Type – 1 ply
- Colour – white
- Size – 165mm width * 1500m length per roll

1.3.1.6 Towel paper;

- Type – 1ply
- Colour – white
- Size – 254mm width * 444 mm length per sheet

1.3.1.7 Toilet Paper;

- Type – 2 ply, extra soft paper
- Colour – white
- Size – 100mm width * 110mm length per sheet (350)

1.3.1.8 Jumbo Paper Wipe;

- Type – 1 ply
- Colour – white
- Size – 210mm width * 1500m length per roll

1.4.2 REGULATIONS AND STANDARDS

- The paper towel must be free from Bisphenol A.
- Paper towels to be compatible for use within a dispenser.
- STANDARD: Compliance to latest revision SANS 1887-1 and SANS 1887-4. Compliance

certificates needs to be submitted.

- Material Safety Data Sheet and product technical information from manufacturer needs to be submitted.
- Product must be FSC (Forest Stewardship Council) certified.
- Products manufactured in South Africa are preferred.
- For quality assurance each major batch of delivery will be inspected by *Project Manager* or their representative before delivered to the various sites and installed for usage in their dispensers.

1.5 MOBILE CAR WASH

- Standards of washing cars is as follows - Wash the exterior (steam wash, & wipe) and the interior (Dry steam cleaning, vacuuming & wipe down) of motor vehicle. Wash and shine the windows. Wash and polish the tyres.
- Process requirements for vehicle washed at various depots - Have a register for all vehicles that are washed. Drivers will have to make booking for his/her vehicle to be attended on time in case they are not available in the area of service or depot. Driver of a vehicle will have to sign for his/her vehicle washed at the carwash area.

TYPE OF VEHICLE	QUANTITY
Minibus	20
Passenger car	30
Double Cab	20
Single Cab	20

2. STARTING/COMPLETION DATE AND PENALTIES

- 2.1 The contract shall extend over a period of twelve (12) months
- 2.2 It is a condition of this contract that if Transnet National Ports Authority is not satisfied with the performance of the *Contractor* the Contract shall be terminated by providing the *Contractor* one (1) month written notice.

3. EQUIPMENT AND MATERIAL TO BE SUPPLIED BY THE CONTRACTOR

- 3.1 The *Contractor* should supply transportation (passenger certified) for its employees to and from work for all the various sites of TNPA. The *Contractor* shall supply and maintain real time attendance from staff via biometric system devices which should be located on all buildings which staff will be servicing for the duration of this contract. The *Contractor* will be required to provide this information as and when required by the *Project Manager* in order to conduct spot checks that will verify that the information provided is indeed credential.
- 3.2 The *Contractor* shall supply all cleaning materials and equipment that may be required to ensure efficient service. In this regard the *Contractor* will ensure he/she has cleaning materials and equipment in stock to see that there is no interruption to the service.
- 3.3 All equipment must be clean and in a fully functional and safe condition at all times and comply with all applicable regulations. Maintenance of the equipment is the *Contractor's* responsibility.

All equipment shall be supplied by and shall remain the property of the *Contractor*, unless otherwise specified. Storage space to keep equipment and stock must be arranged with the head of the area being serviced.

- 3.4 The *Contractor* undertakes to supply all plastic bags for the removal of waste from the waste baskets.
- 3.5 All chemicals used for sanitizing common must eliminate any of viruses such as Tuberculosis, Chlamydia Herpes Simplex, Pseudomonas Aeruginosa, E-coli, Cytomegalovirus, Staphylococcus Areus, Hepatitis A & B, Influenza, HIV, SARS Virus, Salmonella, Typhi, Polio Virus, Rotavirus, Trichophyton Mentagrophytes, Feline Calicivirus, Infectious Bursal disease, Avian Influenza, Feline Herpes virus, Newcastle disease, Ornithobacterium Rhinotracheale, Canine Parvovirus, MRSA, Corona Virus (COVID 19), Hantavirus and many more which can arise in the near future. The chemical used should be tested and approved by NRCS (National Regulator Compulsory Specifications). The chemical used should be non-toxic, non-corrosive, non-caustic, non-staining, non-carcinogenic, non-ammoniated and PH neutral.
- 3.6 The microbial mist used should cover the treatment and elimination of viruses such as Tuberculosis, Chlamydia Herpes Simplex, Pseudomonas Aeruginosa, E-coli, Cytomegalovirus, Staphylococcus Areus, Hepatitis A & B, Influenza, HIV, SARS Virus, Salmonella, Typhi, Polio Virus, Rotavirus, Trichophyton Mentagrophytes, Feline Calicivirus, Infectious Bursal disease, Avian Influenza, Feline Herpes virus, Newcastle disease, Ornithobacterium Rhinotracheale, Canine Parvovirus, MRSA, Corona Virus (COVID 19), Hantavirus and many more which can arise in the near future. The chemical used should be tested and approved by NRCS (National Regulator Compulsory Specifications). The chemical used should be non-toxic, non-corrosive, non-caustic, non-staining, non-carcinogenic and PH neutral.
- 3.7 The *Contractor* must use a floor cleaning machine (scrubber and drier) especially in big buildings with floor finish such as marble, tiles, etc. this will allow for an efficient service. The mops must be used only in small buildings as they take too long in terms of drying the wet floors.

4. MATERIAL TO BE SUPPLIED BY TRANSNET NATIONAL PORTS AUTHORITY

- 4.1 Transnet National Ports Authority will supply foam hand soap, seat spray etc. on all hygiene fittings located in all our ablutions.

5. INFORMATION TO BE OBTAINED ON SITE

- 5.1 The *Contractor* shall during the site briefing visit the sites of the proposed work and acquaint himself/herself with the nature of the work, the condition under which the work is to be performed, the means of access to the site, any limitations or authorities and in general with all matters that may influence or affect the contract and shall be deemed to have allowed in his tender for any additional cost involved due to the foregoing, as no claims for extras in connection with position or nature of the work will be entertained.

6. STANDARD OF WORKMANSHIP

- 6.1 All chemicals used shall be in accordance with the relevant SABS specifications. The *Contractor* shall include details of the proposed chemicals to be used together with a material data sheet for each chemical to be used. All containers used for chemicals and detergents must be clearly marked indicating their contents. The *Contractor* shall not use or store any poisonous or highly flammable substances and other chemicals on the premises.

- 6.2 The *Contractor* shall comply with the Occupational Health and Safety Act and Regulations (Act 85 of 1993) for Hazardous Chemical Substances in using the chemicals.
- 6.3 The working hours of the *Contractor* must coincide with the needs of the service at the various sites.

7. DAMAGE OF EXISTING FACILITIES

The *Contractor* shall take all the necessary precautions to prevent damage by the *Contractor's* staff to existing features such as plumbing, sanitary fittings, windowpanes etc. All costs to repair damages will be for the *Contractor's* account.

8. OCCUPATIONAL SAFETY AND HEALTH ACT 85 OF 1993

8.1 For the Occupational Safety and Health Act and Regulations (Act No. 85 of 1993) the site is transferred, for the duration of the contract, to the control of the *Contractor* as if it is their property. As *Employer*, there are in every respect responsible for the compliance with the provision of this Act, as well as the application of General Administration Regulations 13 to the employees of Transnet National Ports Authority who visit the site.

8.2 The *Contractor* is to pay special attention and compliance to General Safety Regulations as promulgated in terms of the OSH Act (Act 85 of 1993) and compliance to Transnet Specification E4E, a copy of which is included with this tender.

8.3 COVID-19 OCCUPATIONAL HEALTH AND SAFETY MEASURES IN WORKPLACE

The *Contractor* is to implement occupational health and safety measures to (reduce and eliminate) the escalation of COVID-19 infections in workplaces as set out in the Schedule adopted by the Minister of Employment and Labour, in terms of Regulation 10(8) of the National Disaster Regulations (Act No. 57 of 2002) and comply to all COVID-19 related guidelines issued by the government in this regard.

8.4 THE CONTRACTOR'S RESPONSIBILITIES

- a. The *Contractor* shall provide the manager with the health and safety plan in writing.
- b. The *Contractor* shall provide the safety file on site at all times.
- c. The *Contractor* shall provide proof of induction training that would have been performed before work commencement.
- d. The *Contractor* shall retain proof of induction for period of project and keep a copy on the safety file.
- e. The *Contractor* shall supply adequate resources for all specified labour, transport, tools, material, chemicals, and equipment etc. to carry out the work as described in this document.
- f. The *Contractor* shall ascertain that all his staff is competent as required by law.
- g. The *Contractor* shall ascertain that all his staff uses appropriate personal protective equipment where applicable as required by law.
- h. The *contractor* shall maintain the site in a neat and tidy condition to the satisfaction of the *Project Manager*.
- i. The *Contractor* shall ensure that all the required documents are returned of which failing to submit, your tender will be disqualified.
- j. *Contractors* are to sign and return the written 37.2 Agreement prior to commencement of work.
- k. *Contractors* will inform TNPA of any hazardous substances brought onto the premises or any hazardous waste which may be generated from their operation.

- l. The *Contractor* is prohibited to commence work before he/she has submitted a copy of his/her registration certificate with the Compensation Commissioner and assessment payment verified in terms of a Letter of Good Standing
- m. The *Contractor* is responsible for ensuring where applicable the permit to work is issued prior to any onsite work
- n. The *Contractor* must ensure that all its employees are medically fit for the job they are performing; they are trained on the job hazards and competent to carry out the project works.
- o. The *Contractor* must update risk assessments and method statements as and when required
- p. The *Contractor* must ensure that they have sufficient provisions for payment of staff monthly.
- q. The *Contractor* must submit proof of payment for staff each month to *Project Manager* so that payment can be released for the next month.

NB:

PLEASE ENSURE THAT ALL PERSONAL PROTECTIVE CLOTHING I.E. SAFETY SHOES, HARD HATS AND REFLECTIVE VESTS IS WORN AT ALL TIMES WHILST ATTENDING SITE BRIEFINGS AND VISITS TO MEET SAFETY REGULATIONS (IF APPLICABLE). COMPLETED SAFETY FILE TO BE SUBMITTED WITHIN 2 WEEKS ONCE PURCHASE ORDER HAS BEEN RECEIVED.

8.5 SAFETY HEALTH AND ENVIRONMENT FILE REQUIREMENTS

- Valid Letter Of Good Standing With The Compensation Insurer
- General Liability Insurance(Summary Of Policy)
- Client, Safety, Health And Environmental Specification
- Health And Safety Plan
- Section 37(2) Agreement
- Notification Of Construction Work
- Principal Contractors Construction Site Organogram
- Method Statement
- Risk Assessment
- Appointments
- Health And Safety Training Records - Induction Records And Tool Box Talks
- Copies of Tool Box Talk Topics.
- List Of Sub Contractors
- Emergency Contact Numbers
- Monthly Site Meeting Minutes
- Checklists/Register
- Emergency Plan
- First Aid and Equipment
- PPE and Clothing, Register
- Signage
- Environmental Management Plan
- Fall Protection Plan (Inclusive Of Risk Assessment)
- Incident Investigation Report
- Medical Examinations (Medical practitioners must be an Occupational medical doctor)
- Permits (Hot Work, Confine Space, Excavation, Hi-Voltage)
- Material Safety Data Sheets
- Any other information as prescribed by the Risk assessment

9. ENVIRONMENTAL AND WASTE MANAGEMENT

- During the preparation and implementation of the project on site should there be waste generated. The *Contractor* will be expected to follow TNPA proper waste management.
- Ensure that high level of housekeeping is maintained at all times and make sure that they clean the site every day before they go.
- Comply with all legal and other requirements including this specification.
- Provide method statement that includes waste management plan

The Environmental Management Plan (EMP) to be kept on the SHE File must include, but not limited to the following sections detailing possible environmental aspects and impacts and management controls pertaining to aspects and impacts identified:

- Site establishment including contractor's site camp;
- Protection of sensitive/no-go areas;
- Management of hazardous chemicals and flammable substances;
- Pollution control & Spill response;
- Waste Management;
- Environmental education and awareness;
- Protection of marine species and birds;
- Removal of project waste and debris from the marina waters;
- Decommissioning of site camp;
- Monitoring and auditing and;
- Record keeping

10. TRADE NAMES

- 10.1 Where trade names and catalogue references have been used in this specification To specify a product the phrase "or other and approved" is implied, tenderers must however, tender on that particular product specified, where "another" is offered full details and specifications shall be provided with the tender for approval prior to acceptance and awarding of the contract.
- 10.2 A list of all hazardous chemical substances (including material safety data sheets) on site needs to be on hand and all day to day dispensing containers to be labelled in terms of General Administrative Regulations No. (7).

11. SERVICE TIMES

Hours of duty will be from 07:00 to 15:30. The cleaners will have ½ an hour lunch break each day from 12:00 – 12:30. Alternate starting and finishing times can be arranged at the respective areas depending on business requirements. The *Contractor* must provide clocking machines which must be located in each building they are servicing for their employees including supervisors.

12. CONDITIONS RELATING TO THE PERSONNEL OF THE CONTRACTOR

- 12.1 The prospective *Contractor* are expected to comply with the statutory provisions governing the contract cleaning industry, more particularly the prescribed minimum wage rate as determined by the Department of Labour. Transnet National Ports Authority reserves the right to immediately terminate this service in the event of the successful tenderer not complying with the statutory requirements during the contract.

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- 12.2 The *Contractor* undertakes to keep the number of workers allowed in an area to the essential number required as indicated in 1.1 for each day that the service is to be provided.
- 12.3 Personal hygiene of the *Contractor*, their personnel and agents must be maintained to an acceptable standard.
- 12.4 The *Contractor's* personnel must make use of the store and rest room facilities as indicated. It will be the responsibility of the *Contractor* to ensure that these facilities are clean and tidy at all times.
- 12.5 Without prejudicing the *Contractors* right to choosing his/her own personnel, Transnet National Ports Authority reserves the right to, at all times, indicate personnel to the *Contractor* who is a security, health or safety risk. Such persons would not be allowed to be used by the *Contractor*. In such cases the *Contractor* shall immediately honour the Transnet National Ports Authority's request and shall have no claim of loss or damage against the Transnet National Ports Authority.
- 12.6 The *Contractor's* staff is to be rotated every 4 months around the various areas as indicated in 1.1 above.
- 12.7 The *Contractor* will provide each employee with a photo identity card which must be visibly displayed on each employee whilst performing his/her duties. The card must have the following information printed on it:
- Name of Contractor
 - Full name of employee
 - Identity number of employee
 - Signature of the employee

Please note that all staff will be subject to security clearance as per criteria determined by the Transnet National Ports Authority Security Department.

- 12.8 The *Contractor* must ensure that all staff are neatly attired, on a daily basis, in their uniforms which must have reflective stripes together with the necessary Personnel Protective Clothing/Equipment which shall include but not limited to headgear, safety shoes, gloves, etc. Uniform clothing to have the name of the *Contractor* printed thereon.
- 12.9 The *Contractor* must provide his/her staff with 3 sets of uniforms per year. This will enable The staff to have adequate uniform stock for the entire duration of the contract.

13. INSURANCE

The *Contractor* will at his/her own cost take out an insurance policy against any claim, cost, loss or damage resulting from duties and shall ensure that such insurance is valid for the entire period of the contract. The *Contractor* will provide the Transnet National Ports Authority proof of such insurance on demand.

14. CERTIFICATE OF COMPLIANCE

- 14.1 *Contractors* are to submit a valid letter of good standing from the Compensation Commissioner.
- 14.2 *Contractors* to submit a valid proof of being registered as required by the Commission for Occupational Injuries and Disease Act No. 130 of 1993, if the company is new.
- 14.3 *Contractors* to submit a valid proof of being registered with the Bargaining Council of Cleaning Contractor Industry (BCCCI) of Kwa-Zulu Natal (KZN).

15. SITE PROVISIONS

A suitable lockable storage shall be provided to the *Contractor* for storing of equipment and materials for each area that the service is provided.

16. MEASUREMENT AND PAYMENT

Contractor to invoice the Transnet National Ports Authority as listed on the Pricing Option A. Payment will be made 30 days from date of statement. *Contractor* to attach their staff (employees & supervisors) attendance register as per staff location at the time including clock in records that will be generated by the biometric system devices. Other supporting documents that will be required are payslips for staff, proof of consumable of paper purchased, signed register of vehicles washed and service slips for certain services etc.

17. GENERAL

- 17.1 The *Contractor* shall not cede, assign, transfer or sub-let the agreement or any part thereof and not enter into any sub-contract of whatsoever nature for the execution hereof without the prior written consent of TRANSNET NATIONAL PORTS AUTHORITY.
- 17.2 No amendment or variation of, or addition to this agreement shall be of any force or effect unless reduced to writing and signed by both parties.
- 17.3 All *Contractors* are to submit with their tenders a valid Tax Clearance Certificate.
- 17.4 Transnet National Ports Authority has an Environmental Policy in place and a copy of this Policy is enclosed as it forms part of this tender for compliance where necessary.

18. CLEANING DUTIES

AREA	FREQUENCY
18.1 OFFICES	
– Carpets to be vacuumed	Weekly
– Wastepaper baskets and ashtrays to be emptied, cleaned	Daily
– Window blinds, Furniture and fixtures to be dusted	Daily
– Telephones to be cleaned and sanitised	Weekly
– Doors, light switches and general fittings to be cleaned	Daily
– Furniture and movable fittings to be moved and the area cleaned	Monthly
– Separate general waste and paper for recycling	Daily
– Separate recyclables from general waste and to recycling stations within the premises.	Daily
– Sanitize all commonly touched surfaces.	Daily
18.2 ABLUTIONS	FREQUENCY
– Mop hard floors	Daily
– Toilet bowls, urinals, washbasins and showers to be cleaned and sanitised	Twice a day
– Wall tiles in shower areas to be washed down	Daily
– Wall tiles in shower areas to be scrubbed	Weekly
– Walls to be washed	Monthly
– Shower mats to be removed outdoors and scrubbed	Weekly
– Toilet paper and hand towels to be replenished	As necessary
– All other fixtures and fittings to be wiped down	Daily
– Waste bins to be emptied and cleaned	Daily
– All shower curtains to be washed	Daily
– Deep cleaning of all ablutions (showers & toilets, etc.)	Monthly
– Roof trusses and windows to be wiped	Monthly
– A minimum of 3m wide area around the ablution is to be inspected and any litter removed	Daily
– Sanitize all common areas that are normally touched by multiple people daily.	4 times a day
18.3 KITCHEN STORES AND MESS ROOMS	FREQUENCY
– Floors to be swept and mopped	Daily
– Floors to be stripped & polished	As per schedule
– Wall tiles to be washed	Daily
– Wall tiles to be scrubbed	Weekly

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|---|---------------|
| – Furniture, fixtures and fittings to be wiped down | Daily |
| – Paper towel rolls to be replenished | As necessary |
| – Waste bins to be emptied and cleaned | Daily |
| – Recyclables to be separated from general waste and be moved to the recycling stations on the premises | Daily |
| – Sanitize all common areas that are normally touched by multiple people daily. | 4 times a day |

Note: The *Contractor* shall ensure that all utensils, cups, sauces, jugs and teapots are washed, dried and placed in the cupboards. All surface areas, sink, stove, microwave ovens and fridges are to be kept hygienically clean.

The official tea times for Transnet National Ports Authority staff are as follows: 07:30; 10:00; 12:00 and 14:30. One of the cleaners supplied by the Contractor will be utilised to clean the kitchen for the office personnel at the designated times mentioned above. Transnet National Ports Authority will supply tea, coffee, milk and sugar. **The Contractor shall provide all detergents, towels and swabs to provide this service.**

There are occasions when special events or meetings are held which will require staff to assist in making of tea and coffee.

There are occasions where there may be a burst pipe and the floors end up being flooded, the *Contractor* is expected to assist using the right tool to dry up the carpet within 6 hours.

There are occasions whereby office furniture and appliances will be moved from one point to another, and Cleaners will be required to assist by lifting such furniture off to its destination or vehicle for transportation to its destination.

There are occasions whereby the *Contractor* will be asked to assist to prepare tea for meeting in the Port.

There are occasions whereby the *Contractor* will be asked to assist cleaning one of our boat e.g. Isponono.

18.4 CORRIDORS AND STAIRWAYS

FREQUENCY

- | | |
|--|---------------|
| – Floors and stair treads to be swept and mopped | Daily |
| – Floors and stair treads to be scrubbed | Daily |
| – Stairs which are carpeted must be vacuumed | Daily |
| – Sanitize all common areas that are normally touched by multiple people daily | 4 times a day |

18.5 COMMON AREAS

FREQUENCY

- | | |
|---------------------------------|-------|
| – Floors to be swept and mopped | Daily |
|---------------------------------|-------|

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|---|-----------------------|
| – Waste bins to be emptied, cleaned and washed. | Daily |
| – Furniture, fittings and fixtures to be wiped | Daily |
| – Sanitize all common areas that are normally touched by multiple people daily. | 4 times a day |
| – In the entrances of some buildings have disinfectant mats that need to be cleaned and refilled with chemicals that contain a minimum of 80% alcohol | As and When necessary |

18.6 WINDOWS

FREQUENCY

- | | |
|--|--------------|
| – All internal and external windows below 3 metres in height are to be cleaned | Fortnightly |
| – All internal and external windows over 3m but below 6m to be cleaned with a method approved by Transnet. | Twice a year |

18.7 GARDEN MAINTENANCE

FREQUENCY

- | | |
|---|-------------|
| – All internal/external area/garden surrounding or within the building must be maintained such as plants, trees and grass. Weeds must be removed from floor beds, hard surfaces and concrete planters. Also they must be cleaned to remove debris, cigarette butts, bottles and plastics etc. All this should be covered within a radius of 10m around the buildings. | Once a week |
|---|-------------|

18.8 TRANSNET VEHICLES

FREQUENCY

- | | |
|--|--------------------|
| – Wash the exterior and the interior of motor vehicle. | Once every 2 weeks |
|--|--------------------|

NB: All areas that require to be sanitized such as lifts, ablution, kitchen, boardroom etc. must have schedules either on the back of the door or any place visible. This schedule must be signed by cleaners and supervisors indicating the time it was serviced during the day this will be requested on a weekly basis. Sanitizing of this areas will be at 2 hour intervals.

19 DUTIES OF THE CONTRACTOR'S SUPERVISOR

The role of the supervisor is not limited to supervision of the cleaning staff but also include:

- Control of chemicals and training on equipment usage
- Training of MSDS, risk assessments & safe working procedures
- On site liaison between TNPA and contractor
- Discipline of staff
- Monitor time keeping
- Issuing and monitor uniform & PPE usage
- Be the middle person between staff and own management in order to deal with day to day issues.
- Perform inspections and monitoring of staff for the precinct they are responsible for.
- Must be able to transport himself to the various sites at any time.

20 CONTRACT CHANGE MANAGEMENT

20.1 For ease of communication, standard templates shall be used for contract change management.

The *Contractor* shall forward all correspondence with respect to contract change management, i.e. early warnings and notifications of compensation events, on the standard templates provided.

20.2 Records of Time Charge, Payments & Assessments of Compensation Events to be kept by the *Contractor*

20.3 The *Contractor* shall keep the following records available for the *Service Manager* to inspect:

- Records of Sub-Contractors appointed by the *Contractor*
- Records of people and equipment within the working areas
- Records of equipment used and people employed outside the Working Areas
- Records of quotations, invoices and pay slips

21 PROCUREMENT

CODE OF CONDUCT

- The *Employer* aims to achieve the best value for money when buying or selling goods and obtaining services. This however must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any supplier dealing with the *Employer* must understand and support. These are:
- The Transnet Detailed Procurement Procedure (DPP);
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act (PFMA);
- The Broad Based Black Economic Empowerment Act (BBBEE); and

The Anti-Corruption Act

- a) This code of conduct has been included in this contract to formally apprise the *Contractor* of the *Employer's* expectations regarding behaviour and conduct of its suppliers.
- b) Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices
- c) The Employer is in the process of transforming itself into a self-sustaining State Owned Enterprise, actively competing in the logistics industry. Our aim is to become a world class, profitable, logistics organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

- d) The *Employer* will not participate in corrupt practices and therefore expects its suppliers to act in a similar manner.
- e) The *Employer* and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our suppliers.
- f) Employees must not accept or request money or anything of value, directly or indirectly, to:
- g) Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
- h) Win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or gain an improper advantage.
- i) There may be times when a supplier is confronted with fraudulent or corrupt behaviour of the *Employer* employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts (0800 003 056).
- j) The *Employer* is firmly committed to the ideas of free and competitive enterprise.
- k) Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.
- l) The *Employer* does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting)
- m) The *Employer's* relationship with suppliers requires us to clearly define requirements, exchange information and share mutual benefits.
- n) Generally, Suppliers have their own business standards and regulations. Although the *Employer* cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
- o) Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc.);
- Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
 - Corrupt activities listed above; and
 - Harassment, intimidation or other aggressive actions towards the *Employer* employees
 - Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner
 - Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects

22 CONFLICT OF INTEREST

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of the *Employer*. Such as, for example:

- Doing business with family members; and

-
- Having a financial interest in another company in our industry

23 THE CONTRACTORS INVOICE

23.1 When the *Service Manager* certifies payment (see NEC TSC Sub-Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.

23.1.1 The invoice must correspond to the *Service Manager* assessment of the amount due to the *Contractor* as stated in the payment certificate.

23.1.2 Invoices must be submitted by the last working day of the month

23.1.3 The invoice states the following:

- Invoice addressed to Transnet Limited;
- Transnet Limited's VAT No: 4720103177;
- Invoice number;
- Registered name of the *Contractor*;
- Address (Physical and Postal) of the *Contractor*;
- The *Contractor's* VAT Number; and
- The Contract number:

23.1.4 The invoice is presented either by post or by hand delivery or via email by the 16th day of the assessment month. Statements must accompany invoices.

23.1.5 Invoices submitted by post are addressed to:

Transnet National Port Authority
Ocean Terminal Building
Room 244B
Quayside Road
Durban
4000