

NEC3 Term Service Contract (TSC3)

Between **NTCSA SOC Ltd**
(Reg No. 2021/539129/30)

and **[Insert at award stage]**
(Reg No. _____)

for **The Provision of Full Catering, Conferencing and Consumables Services at NTCSA, Simmerpan, Victoria Lake Inn For a period of 60 months on an as and when required basis.**

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
Part C2 Pricing Data	[•]
Part C3 Scope of Work	[•]

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[•]
[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Employer</i>	[•]
C1.2b Contract Data provided by the <i>Contractor</i>	[•]
[to be inserted from Returnable Documents at award stage]	
C1.3 Proforma Guarantees	[•]

C1.1 Form of Offer & Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter a contract for the procurement of:

The Provision of Full Catering and Conferencing Services at NTCSA, Simmerpan, Victoria Lake Inn For a period of 60 months on an as and when required basis.

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

Options A or C	The offered total of the Prices exclusive of VAT is	R [●]
Option E	The first forecast of the total Defined Cost plus the Fee exclusive of VAT is	R [●]
	Sub total	R [●]
	Value Added Tax @ 15% is	R [●]
	The offered total of the amount due inclusive of VAT is ¹	R [●]
	(in words) [●]	

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

¹ This total is required by the *Employer* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Service Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed and signed original copy of this document, including the Schedule of Deviations (if any).

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

Schedule of Deviations to be completed by the *Employer* prior to contract award

Note:

1. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1	[•]	[•]
2	[•]	[•]
3	[•]	[•]
4	[•]	[•]
5	[•]	[•]
6	[•]	[•]
7	[•]	[•]

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the tenderer:**For the Employer**

Signature

Name

Capacity

On behalf
of*(Insert name and address of organisation)**(Insert name and address of organisation)*Name &
signature
of witness

Date

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Completion of this data in full, according to the Options chosen, is essential to create a complete contract.

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	NTCSA SOC Ltd (reg no: 2021/539129/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	TBC
	Fax No.	TBC
10.1	The <i>Service Manager</i> is (name):	TBC
	Address	TBC
	Tel	TBC

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

	Fax	TBC
	e-mail	TBC
11.2(2)	The Affected Property is	NTCSA Simmerpan Victoria Lake Inn
11.2(13)	The <i>service</i> is	The Provision of Full Catering and Conferencing Services at NTCSA, Simmerpan, Victoria Lake Inn For a period of 60 months on an as and when required basis.
11.2(14)	The following matters will be included in the Risk Register	The risk register will be completed at each service interval and the Service Manager, and the Contractor will identify all possible risks.
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 weeks
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The Contractor submits a first plan for acceptance within	4 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	TBC
30.1	The <i>service period</i> is	60 months
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	between the 25 days of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	30 days after invoicing.
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365-day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the

		6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	Compensation events	Will be dealt with in line with clause 60 to 65 (what constitutes a compensation event), X19.10 of the NEC contract and as per Z8 in Z clauses below.
7	Use of Equipment Plant and Materials	NTCSA provides a fully equipped Kitchen should the contractor needs more they must provide any additional equipment at their own cost.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	None
9	Termination	A termination process provided in Sub-clause 90.2 of the NEC document sets out the rights of the terminating Party, Employer or Contractor for the various reasons given; the procedure to be followed; and the amount due after termination if there is any and as per Z10 of Z Clauses below.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	4 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	TBC
	Tel No.	TBC

Fax No. TBC

e-mail TBC

W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Johannesburg South Africa
	The person or organisation who will choose an arbitrator.	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.

12 Data for secondary Option clauses

X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	A month prior tender closing date.		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
	The proportions used to calculate the Price Adjustment Factor are:	0.	[•]	[•]
	*(Tenderer to indicate if CPA is applicable)	0.	[•]	[•]
	Should the tenderer fail to indicate if the CPA is applicable, it shall be deemed that the prices are fixed and firm for the duration of the contract.	0.	[•]	[•]
		0.15	non-adjustable	
		1.00		
X2	Changes in the law	of South Africa		
X17	Low service damages			
X17.1	The <i>service level table</i> is in	As per below items		
Item No	Key Performance Area	Penalties		
1.	Service Performance Management, failure to meet the 80% Overall on Independent Hygiene Audit.	3 Consecutive non-conformances will result in R5000 retention amount payable once the service provider complies		

2.	Failure to provide full applicable PPE for the employees.	R 1000 per incident
3.	Workers on site without NTCSA's and Contractor's SHE induction	R 1000 per person and per incident
4.	Failure to close a non-conformance & non-compliance with H&S, and Environment requirements and the applicable legislations within 60 days	R 2 000 per assessment report
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none"> the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for <ul style="list-style-type: none"> Defects due to his design, plan and specification, Defects due to manufacture and fabrication outside the Affected Property, loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), death of or injury to a person and infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	6 months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	2 days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	
		Z1 to Z14 always apply.

Z1 Cession delegation and assignment

- Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

- Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.
- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.
- Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

Z3 Change of Broad Based Black Economic Empowerment (B-BBEE) status

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.

- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken, if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

- Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Service Manager* or the *Adjudicator* does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z6 Health, safety, and the environment: Add to core clause 27.4

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
 - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
 - undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z7 Provision of a Tax Invoice and interest. Add to core clause 51

- Z7.1 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 in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4710303126 on each invoice he submits for payment.

Z8 Notifying compensation events

Z8.1 Delete the last paragraph of core clause 61.3 and replace with:

If the *Contractor* does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.

Z9 Employer's limitation of liability

Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z9.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

Z10 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

Z10.1 or had a business rescue order granted against it.

Z11 Ethics

For the purposes of this Z-clause, the following definitions apply:

Affected Party	means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.
- Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

Z 12 .1 Replace core clause 83 with the following:

Insurance cover 83

- 83.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
- 83.2 The *Contractor* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the	<u>Loss of or damage to property</u> The replacement cost. <u>Bodily injury to or death of a person</u> The amount required by the applicable law.

Contractor) arising from or in connection with the Contractor's Providing the Service	
Liability for death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 12.2 Replace core clause 86 with the following:

Insurance by the Employer

- 86
- 86.1 The *Employer* provides the insurances stated in the Insurance Table B

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z13 Nuclear Liability

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.

Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

For the purposes of this Z-clause, the following definitions apply:

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4-hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4-hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short-term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a

10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented, and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Notes to a tendering contractor:

1. Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)³ in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left-hand column for each statement however other clauses may also use the same data.
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise, complete by hand and in ink.

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	% %
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications:	

³ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

Experience:

CV's (and further key person's data including
CVs) are in .

A	Priced contract with price list		
11.2(12)	The <i>price list</i> is in		
11.2(19)	The tendered total of the Prices is	R	

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	2
C2.2	The <i>price list</i>	[•]

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract (TSC3) core clauses and Option A states:

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of <ul style="list-style-type: none"> the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both.

2. Function of the Price List

Clause 54.1 in Option A states: "Information in the Price List is not Service Information". This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Service in accordance with the Service Information". Hence the *Contractor* does **not** Provide the Service in accordance with the Price List. The Price List is only a pricing document.

3. Link to the *Contractor's* plan

Clause 21.4 states "The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance". Hence when compiling the *price list*, the tendering contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(17).

4. Preparing the *price list*

Before preparing the *price list*, both the *Employer* and tendering contractors should read the TSC3 Guidance Notes pages 14 and 15. In an Option A contract, either Party may have entered items into the *price list* either as a process of offer and acceptance (tendering) or by negotiation depending on the nature of the *service* to be provided. Alternatively, the *Employer*, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the *Contractor* to include in the *price list* to be prepared and priced by him.

It is assumed that in preparing or finalising the *price list* the *Contractor*:

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

4.1. Format of the *price list*

(From the example given in an Appendix within the TSC3 Guidance Notes)

Entries in the first four columns in the *price list* in section C2.2 are made either by the *Employer* or the tendering contractor.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering contractor enters the amount in the Price column only, the Unit, Expected Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for an item of work which is the rate for the work multiplied by the quantity completed, the tendering contractor enters the rate which is then multiplied by the Expected Quantity to produce the Price, which is also entered.

If the *Contractor* is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected Quantity column.

C2.2 the *price list*

See Annexure (Excel Pricelist)

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's Service Information</i>	
C3.2	<i>Contractor's Service Information</i>	
	Total number of pages	39

C3.1: EMPLOYER'S SERVICE INFORMATION

Contents

Table of Contents

<u>1. Scope of Work</u>	1
<u>2. Employer's service Information</u>	2
<u>3. Description of the service</u>	3
<u>4. General Obligations of the Catering Contractor</u>	19
<u>5. Service Specific Obligations of the Catering Contractor</u>	21
<u>6. Permits and Licenses</u>	21
<u>7. NTCSA Catering Equipment</u>	22
<u>8. The Catering Contractor shall:</u>	22
<u>9. NTCSA shall:</u>	23
<u>10. Kitchen Smalls:</u>	23
<u>11. The Premises:</u>	24
<u>12. Administration of Equipment</u>	25
<u>13. Staffing:</u>	25
<u>14. Environmental and Waste Management</u>	25
<u>15. Administration</u>	25
<u>16. Emergency and Risk</u>	26
<u>17. Management Strategy and Start Up</u>	26
<u>18. Management meetings</u>	26
<u>19. Procurement</u>	28

1 Description of the service

1.1 Executive overview

The purpose of this contract is to appoint a qualified *Contractor* capable for providing full catering and conferencing services at NTCSA Simmerpan, Victoria Lake Inn for a period of 60 months. This contract will facilitate the provision of catering services. A *contractor* shall supply stock (consumables) and equipment as and when required as directed by the *Service Manager*. These catering and conferencing services are set to continue for a period of 5 years.

1.2 Employer's requirements for the service

The *Contractor* is responsible for provision of both catering and conferencing services for the NTCSA' Simmerpan, Victoria Lake Inn site. The *Contractor* is obligated to provide all necessary labour, supervision (management), administration, equipment, stock, supplies, and materials required for the provision of these services.

Working Hours

The catering operation at Victoria Lake Inn is a seven-day operation with the following pre-determined mealtimes:

Victoria Lake Inn Canteen Serving Hours:

Breakfast: 6:00 – 08:00

Lunch: 11:15 – 13:00

Dinner: 17:00 – 19:30

Delivery Times to Simmerpan Venues and Rosherville

Breakfast - 07:00 to 09:00

Lunch - 11:00 to 13:00

Afternoon Refreshments – As and when required.

Time Frame

The Catering Services shall be provided for 365 days per year of which the annual Builders Break (December) has only essential services on Site. The *Service manager* will communicate the dates for December break as per booking schedules.

Meal Service consists of:

- a) Buffet Breakfast served to Internal and External Guests
- b) Buffet Lunch served to Internal and External Guests
- c) Pre-packed Lunch for Accommodation residents.
- d) Buffet Canteen Lunch served to the employees and management of NTCSA and Eskom in Simmerpan.
- e) Special Catering to NTCSA/ESKOM and External as per request.

1.3 Detailed Description of the Service

1.3.1 EXECUTIVE OVERVIEW - Catering, Conferencing and Consumables Services

The scope of work is for the provision of full catering services at Eskom NTCSA Victoria Lake Inn for a period of 60 months, which consists of the following:

- a) The production of quality meals at the Eskom NTCSA, Victoria Lake Inn, Catering Premises.
- b) The Serving of Breakfast to Accommodation Residents, Internal, and External Clients 7 days a week on a pre-ordered quantity.
- c) The Serving of Lunch to Accommodation Residents, Internal and External Clients 7 days a week on a pre ordered quantity.
- d) The Serving of Lunch to Internal and External Clients at the Conference Venues in Simmerpan and Rosherville 5 days a week on a pre ordered quantity.

- e) The Serving of prepacked Lunch to Accommodation Residents, Internal and External Clients 7 days a week on a pre ordered quantity.
- f) The Serving of Dinner to Accommodation Residents, Internal and External Clients 7 days a week on a pre ordered quantity.
- g) Provision of refreshments as and when required by Clients both Internal and External.
- h) The Serving of Healthy meals, Special dietary requirements including religious diets (Lactose Intolerance, Gluten free, Halaal, kosher etc.) based on a pre ordered quantity.
- i) Supply of Consumables for Simmerpan Offices on an as and when required basis.
- j) Provision of SDS for Hazardous Chemical Agent complied GHS Labelling storage. and supplies for disinfection and sanitization of food preparation surfaces, equipment, the kitchen, storerooms, and the canteen.
- k) Provision of Food Delivery Services in and around Simmerpan Venues Including Rosherville, using a Vehicle with Certificate of Acceptability from local Municipality and containers suitable to transport food.
- l) Provision of Professional Catering staff as stipulated in the Bill of Quantities on as and when required basis.
- m) Provision of Tuck Shop Service and Vending Machine Service to VLI and Simmerpan site as and when required basis.
- n) Provision of Microbiological Food Hygiene Audits reports from a reputable independent laboratory.
- o) The *contractor* must provide a reliable pest control services to VLI monthly based on SANS 10049 and R638 standards.
- p) Maintenance and cleaning of Cyclo-wash (1 x extraction units) quarterly and provide the Laminated Certificate.
- q) Set up and clearing of venues by Waiters/waitress as per schedule.
- r) Supply of Décor for special events on as an when required basis as per client's specifications.
- s) Operation of point of sale (POS – Hospitality system) during mealtimes.

1.3.5 Provision of meals at Victoria Lake Inn

The *Contractor* will be required to compile the 21 days cycle menus and must be reviewed or changed quarterly (seasonal) to provide a good spread of variety, those menu plans will be approved by the *Service Manager*. All meals will be prepared on site by the *contractor*, at its own expense will determine, select, and provide any Kitchen Smalls required for production process as well as for serving sit down meals (e.g. Cooking Pots, Urns, Chaffing dishes, Colour coded Knives, Colour coded Chopping Boards, Canisters, Serving Trays, Crockery and Cutlery etc.) that it may require for the performance of its obligations in terms of this Agreement over and above Kitchen Equipment provided by NTCSA at the Commencement Date of the contract.

Main Canteen

Procurement of the following items by the *contractor* will be on NTCSA's approval and basis and at the contractor's cost.

- a) Porcelain white serving sets. (Serving Plates, Salad bowls, Dessert bowls, Side Plates, Cups & Saucers)
- b) Condiments containers.
- c) Tea and coffee canisters.
- d) Serving Spoons and Tongs.
- e) Stainless steel cutlery (Cater grade stainless steel – 18/0).
- f) High ball glasses.

Approximate number of meals served monthly.

- Breakfast = ±300
- Lunch = ±7000
- Dinner = ±300

The details of the contents contained in each meal are provided in the table below:

1.3.6 Manpower Requirements for Catering

1.3.6.1 Manpower Requirements

No.	Contents
1.	Executive Chef
2.	Sous Chef
3.	Chef de Partie
4.	Pastry Chef
5.	Cook
6.	Maitre d (Head Waiter/Waitress)
7.	Waiters/ Waitresses
8.	Scullery
9.	Driver
10.	Assistant Driver

1.3.7 PPE

1.3.7.1 Provision of Various Kitchen Safety Clothing complying with safety laws and safety procedures of NTCSA as well as 638 Regulations Governing General Hygiene Requirements for Food Premises.

1.3.8 Provision of Meals daily on a pre ordered basis.

1.3.8.1 The Breakfast meals provided should consist of the following:

Contents	Weight
Tea or Coffee – (Rooibos, Five Roses, Ricoffy and Nescafe)	250ml
100% Fresh Fruit or Fruit Juice	250ml or any fruit in season
Bread	4 to 6 Slices
Protein (When pork is served <i>contractor</i> to provide an alternative protein)	80g – 100g
Side dish (Vegetables)	e.g., slices of Tomato or Grilled Hash brown or Grilled Mushroom etc.
Cereals Choice of Three (Hot or Cold depending on the Season)	125g
Margarine	2 x 8g
Milk (Low Fat/Full Cream Milk)	300ml

1.3.8.2 Provision of Lunch Meals daily:

Contents	Weight
100% Fruit Juice	250ml
Protein x 2 Choice of 2 (1 White and 1 Red meat)	200 – 250g bone content <15%
Gravy	50ml
Starch x 2 (Choice of 2)	250g -300g
Vegetables x 2 (Yellow/White & Green)	125g (In Season)
Salads x 3 (Including Greek/French/Italian Salad)	125g
Desserts: x 1 (Fruit Salad or Baked Pudding served with Sauce)	100g

1.3.8.3 Provision of Dinner Meals daily:

Contents	Weight
Fruit Juice	250ml
Protein (Choice of 2 Meats – 1 White and 1 Red)	200g - 250g bone content <15%
Gravy	50ml
Starch x 2(Choice of 2)	250g - 300g
Vegetables x 2 (Yellow/white & Green)	125g (In Season)
Salads x 3 (Including Greek/French/Italian Salad)	125g
Desserts: x 1 (Fruit Salad or Baked Pudding served with Sauce)	100g

1.3.8.4 Provision of Breakfast Pack:

Contents	Weight
Fresh Fruit	Any fruit in season
Sandwiches – (e.g., Cheese & Ham/Tomato/Chicken Mayo/etc.)	4 x Slices
Soft drink	300ml
Unsalted peanuts or Health Bar	100g

1.3.8.5 Provision of Brunch Pack:

Contents	Weight
Fresh Fruit	Any fruit in season
Sandwiches – (e.g., Cheese & Ham/Tomato/Chicken Mayo/etc.)	4 x Slices
Soft drink	300ml
Bottled Water	500ml
Unsalted peanuts or Health Bar	100g
Biltong	100g
Dried Fruits	100g

1.3.8.6 Provision of Braai Packs (Meat Braai):

Contents	Weight
Soft drink	300ml
Braai Wors Roll	300g
Braai Chicken Kebab Roll	300g
Fresh Fruit	1
Health Bar	100g
Bottled Water	500ml

❖NB The **contractor** shall supply the charcoal for the fires and must be included in the price list.

1.3.8.7 Provision of Special Catering (Option 1):

Contents	Weight
Protein (Choice of 3 Meats – 1 White and 2 Red)	200g - 250g bone content <15%
Gravy	50ml
Starch x 3 (Choice of 3)	250g - 300g
Vegetables x 2 (Yellow/white & Green)	125g (In Season)
Salads x 3 (Including Greek/French/Italian Salad)	125g
Desserts: x 2 (Pudding and Fruit Salad & Ice Cream)	100g

1.3.8.8 Provision of Special catering (Option 2):

Contents	Weight
Protein (Choice of 2 Meats – 1 White and 2 Red)	200g - 250g bone content <15%
Gravy	50ml
Starch x 2	250g - 300g
Vegetables x 2 (Yellow/white & Green)	125g (In Season)
Salads x 3 (Including Greek/French/Italian Salad)	125g
Desserts: x 2 (Pudding and Fruit Salad & Ice Cream)	100g

1.3.8.9 Braai Menu – (Option 1):

Contents	Weight
Protein (Choice of 2 Meats – 1 White and 1 Red)	200g - 250g
Gravy	50ml
Starch x 2 (E.g., Pap or Potato Dish)	250g - 300g
Vegetables x 2 (Yellow/white & Green)	125g (In Season)
Salads x 3 (Including Greek Salad)	125g
Desserts: x 1 Fruit Salad or Baked Pudding served with Custard	100g

❖NB The **contractor** shall supply the charcoal for the fires and must be included in the price list.

1.3.8.10 Braai Menu - (Option 2):

Contents	Weight
Protein (Choice of 3 Meats – 1 White and 2 Red)	200g - 250g
Gravy	50ml
Starch x 3 (Example Choice of 3 Bread Rolls or Pap or Potato Dish)	250g - 300g
Vegetables x 2 (Yellow/white & Green)	125g (In Season)
Salads x 3 (Including Greek Salad)	125g
Desserts: x 1 Fruit Salad or Baked Pudding served with Custard	100g

❖NB The **contractor** shall supply the charcoal for the fires and must be included in the price list.

PROVISION OF SPECIAL DIETARY REQUIREMENTS:

1.3.8.11 Halaal/Kosher Meal

Contents	Weight
Protein	200g - 250g bone content <15%
Gravy	50ml
Starch	250g - 300g
Vegetables x 2 (Yellow/white & Green)	125g (In Season)
Salads x 3 (Including Greek/French/Italian Salad)	125g
Desserts: x 2 (Pudding and Fruit Salad & Ice Cream)	100g
Soft drink	300ml

1.3.8.12 Gluten Free/Lactose Intolerance Meal

Contents	Weight
Protein	200g - 250g bone content <15%
Gravy	50ml
Starch	250g - 300g
Vegetables x 2 (Yellow/white & Green)	125g (In Season)
Salads x 3 (Including Greek/French/Italian Salad)	125g
Desserts: x 2 (Pudding and Fruit Salad & Ice Cream)	100g
Soft drink	300ml

1.3.8.13 Vegetarian/Vegan Meal

Contents	Weight
Protein	200g - 250g
Gravy	50ml
Starch	250g - 300g
Vegetables x 2 (Yellow/white & Green)	125g (In Season)
Salads x 3 (Including Greek/French/Italian Salad)	125g
Desserts: x 2 (Pudding and Fruit Salad & Ice Cream)	100g
Soft drink	300ml

1.3.9 Provision of Plated Service as and when required, request and Menus and pricing to be pre-approved by NTCSA.

Description
Starter
Main Coarse (Protein, Starch, Vegetable & Gravy)
Desserts
Beverages

❖NB Special Catering service will include provision of – cutlery, crockery, setting up and clearing.

1.3.10 Snacks/Finger Lunch Platters.

No.	Contents	No of Servings
1.	Plain Sandwich Trays	serves 10 people
2.	Toasted Sandwich Trays	serves 10 people
3.	Muffin Tray	serves 10 people
4.	Plain Scone Tray	serves 10 people
5.	Sweet Scones with Margarine & Strawberry Jam	serves 10 people
6.	Savoury Scone Tray with grated Cheese & Margarine	serves 10 people
7.	Biscuit Platter	serves 10 people
8.	Plain Croissants Platter	serves 10 people
9.	Filled Croissant Platter	serves 10 people
10.	Sea Food Platter	serves 10 people
11.	Meat Platter	serves 10 people
12.	Vegetarian Platter	serves 10 people
13.	Mixed Pastries Platter	serves 10 people
14.	Meat & Mixed Pastry Platter	serves 10 people
15.	Sliced Fresh Fruit Platter or Fruit Kebabs Tray or	serves 10 people
16.	Whole Fruits Platter	serves 10 people
17.	Cheese Platter	serves 10 people
18.	Cup of Tea/Coffee (250ml)	Each

1.3.11 Provision of Fresh Cream Cakes for Special Events e.g., Birthdays, Company Launch etc.:

Contents	Size
Fresh Cream Cake – 22 Inches	55.88cm
Fresh Cream Cake – 20 Inches	50.8cm
Fresh Cream Cake – 18 Inches	45.72cm
Fresh Cream Cake – 16 Inches	40.64cm
Individual Themed Cup Cakes	5cm

1.3.12 Provision of Consumables

The supply and delivery of consumables (food items) as specified in the price list. Should the branded items not be available, the *Contractor* shall endeavour to replace this with equal or better items, approved by the *Employer*.

Specifications on containers:

- (1) Should specify nutritional information.
- (2) Shall have a customer care-line number.
- (3) Shall be biodegradable.
- (4) Shall have tamper-proof, easy-to-open, hygienic, and sealed caps.
- (5) The manufacturing date, and “best before” or “used by” date shall be clearly indicated

Milk:

- a) Shall be pasteurised and homogenised.
- b) Shall be long-life.

No.	Contents	Measurements
1.	Fruit Juice 100% - Assorted	250ml
2.	Fruit Juice, canned 100% - Assorted	330ml cans
3.	Soft drinks (Soda) – Assorted	330ml cans
4.	Bottled water - Still (6 Pack)	500ml
5.	Bottled water - Sparkling (6 Pack)	500ml
6.	100% Fruit juices	300ml
7.	Long-Life Milk – Full Cream (6 Pack)	1L
8.	Long-Life Milk - Low Fat (6 Pack)	1L
9.	Almond Milk (Lactose Free)	1L
10.	Coffee Creamer Non-Dairy – Cremora/Ellis Brown	1Kg
11.	Five Roses Taggles Teabags	100 Teabags
12.	Fresh pack Rooibos Taggles Teabags	80 Teabags
13.	Joko Taggles Teabags	100 Teabags
14.	Install Granular Coffee – Nescafé Ricoffy	1.5Kg
15.	Install Granular Coffee – Nescafé Classic	1kg
16.	Install Granular Coffee – Jacobs Kronung	200g
17.	Beverage based – Hot Chocolate	1kg
18.	White Sugar Refined granules	2.5kg
19.	Golden Brown Sugar granules	2kg
20.	Sweetener Sticks – (100's)	Pkt.
21.	Hospitality Pack – (1 x Tea Envelope, 1 x Coffee Creamer Sachet, 1 x Instant Granular Coffee & 2 x Sugar Sachets)	EA
22.	Box of Chocolate Bar (80g x 12)	Box
23.	Energy Drink (Red Bull)	250ml
24.	Energy Drink (Powerade)	500ml

1.3.13 Provision of Packaging Material Provision of Packaging Material

The supply and delivery of packing material as specified in the price list. The *Contractor* shall endeavour to replace this with equal or better items, approved by the *Employer*.

“Food Containers” - Food Container must:

1. Be biodegradable,
2. undivided with a lid,
3. be able to withstand reheating up to 100 degrees Celsius in a convection oven.
4. be able to withstand weight pressure during packing.

The lunch packs must be served in polystyrene foam containers with two partitions.

- a) The *contractor* will provide a choice of sachet issued with prepacked lunch:
- b) Disposable plastic cutlery [knife and fork], salt, pepper, serviette, and toothpick.
- c) Disposable plastic cutlery [spoon], salt, pepper, serviette, and toothpick.
- d) Disposable cutlery will be minimum cater grade.

Packaging Material:

No.	Contents	Measurements
1.	Fomo #40 Two Division (75)	Pkt.
2.	4011 Square Foil Roaster 3400ml with Lids (Pkt. of 5)	Pkt.
3.	1 x Plastic Fork, 1 x Plastic Knife, 1 x Plastic Dessert Spoon, 1 x 1ply Serviettes, 1 x Salt Sachet, 1 x Pepper Sachet)	Pkt.
4.	Plastic Teaspoons – (500's)	Pkt.
5.	Serviettes 2 Ply x 3000 (Various Colours)	Box
6.	Spirit Jelly 5L	Ea.
7.	Foil Heavy Duty (1 x 150m 440mm)	Ea.
8.	Jumbo Cling Wrap (1 x 1400m x 380mm)	Ea.
9.	Jumbo Kitchen Tidy Towel (1 x 200mm X 750m)	Ea.
10.	A5 Carrier bag with twist handles various colours – (100's)	Pkt.
11.	Greaseproof bags – Hot dogs – (100's)	Pkt.

1.3.14 Supply of Décor for Special Events including setting up and clearing

The *Catering Contractor* will be required to ensure that the venues are set up as per client's requirements where required NTCSA's Linen will be used. Where the décor is not available the *Contractor* will provide based on the rates provided below.

Boardrooms and Conferencing Venues must be cleaned and ready for use Monday to Friday every week. All water coolers and filters to be replenished regularly. NTCSA will supply coolers and purified water monthly.

No.	Contents	Description
1.	Chair Covers	Spandex Material Various Colours
2.	Chair Tiebacks	Organza
3.	Tablecloth	Crushed/ Organza /etc
4.	Overlay	Crushed/
5.	Table Runner	Red & Gold
6.	Carpet & Barrier poles	Various Colours
7.	Centre Pieces (Flower arrangement)	Themed decor
8.	Centre Pieces (Art theme related)	Various
9.	Sparkling wine Glass,	Various
10.	Red Wine Glass	Various
11.	Special Plates	Various
12.	Side Plates	Various
12.	Underplates	Various
13.	Cutlery Set (Fork, Knives & Dessert Spoon)	Various
14.	Napkins	Various
15.	Napkin Ring	Various
16.	Photo – Booth	Various
18.	Stage skirting (4m x 50m)	Various

1.3.15 Food Delivery Service.

Deliveries to the Simmerpan Venues ± 2.2km

- a) Breakfast between 08h00 and 9h00 (as and when required)
- b) Lunch between 11h00 and 12h00 (as and when required)
- c) Afternoon refreshment (as and when required)

Deliveries to Rosherville ± 6.6km

- a) Deliveries to be done as and when required.

Stock Control

- a) Control and collection of all Crockery, Cutlery and Chaffing dishes delivered to venues.

Note: No late deliveries will be accepted.

Requirements for Delivery Vehicle and the Driver

- a) Driver and the Assistant Driver
- b) Certificate of Acceptability from Local Municipality
- c) Valid driver's licence
- d) Roadworthy vehicle
- e) Insured vehicle.
- f) Pre-packed food will be transported according to R638 – Regulations Governing General Hygiene Requirements for Food Premises and Transport of foods to the venue.
- g) Transport to be always kept clean to avoid cross contamination.
- h) The driver and assistant driver to undergo a 12 monthly medical examination and report to be submitted to NTCSA's SHEQ department the cost of this medical examination will be for the *Catering Contractor*.
- i) NTCSA will not be held responsible for any damages to vehicle or third-party property.

1.3.16 Microbiological Independent Food Hygiene Audit.

The *Catering Contractor* must provide a reliable microbiological hygiene audit. To be conducted by a reputable independent laboratory and provide reports on a quarterly basis based on SANS 10049 and R638 standards. The cost of these will form part of the catering contract and should be included in the price list.

The Hygiene Audit standards must evaluate the risks in the kitchen in the following areas:

- a) Visual Cleanliness
- b) Cleaning Procedures
- c) Food Safety Practices
- d) Documentation related to Food Safety and Hygiene
- e) Facilities and maintenance
- f) Hand and Surface Swabs taken from the kitchen detailing the following.
 - o Area/Personnel name swabbed,
 - o Test type,
 - o Bacteria Count
 - o Points allocation
- g) Food Products sample taken from the kitchen detailing the
 - o Name of the products
 - o Test Type
 - o Bacteria count

The above areas each receive an index, which is represented as a percentage, presented on a graph, and tracked over the previous three audits to provide a trend over time.

The report must be produced within 7 working days from accredited lab and sent to the *Catering Contractor* as well as the *Service Manager*. The Audit findings will be required to be closed off within 60 days and an action plan and the copy of the report must be sent to the *Service Manager* within 7 days of signing this report.

The report must be discussed with the Catering staff and records kept (register and minutes) for the meeting. Report to be kept in the Safety file for record and for audit purposes.

1.3.17 Provision of Cleaning Equipment.

- a) To avoid cross contamination, the *contractor* will be required to provide the color-coded equipment for Kitchen and Canteen use.

No.	Contents	Description
1.	Mopping Trolley with gear-lever press Size	5L
2.	Aluminium Color-coded Mop Handle	Ea.
3.	Aluminium Color-coded Broom Handle	Ea.
4.	Dust Pans	Ea.
5.	Floor safety sign	Ea.
6.	Feather duster (short)	Ea.
7.	Feather duster (Long)	Ea.
8.	Spray bottles with Trigger Gun	750ml
9.	5L Buckets Empty (for Disinfectant and Sanitizer with labels)	5L
10.	Mop Head	Ea.
11.	Broom Head (colour coded)	Ea.

Provision of Cleaning Material complaint with GHS Labelling as per hazardous chemical agent regulation.

- a) The *contractor* will be required to provide cleaning material (**SABS, Food Approved and with Safety data sheet complying with the Global Harmonized System and Labelling**) to wash the dishes and other utensils used in the kitchen as well as cleaning and disinfecting of the food preparation area surfaces and utensils in the kitchen and canteen.

Cleaning Material List:

No.	Contents	Unit of Measure
1.	Hand Washing soap for dispenser (800ml)	Ea.
2..	Hand sanitiser for dispenser (800ml)	Ea.
3.	Machine Dishwasher, liquid soap (25L)	Ea.
4.	Sanitizer (Surface, Equipment, Utensils) (5)	Ea.
5.	Oven cleaner liquid (5L)	Ea.
6.	Floor Cleaner (5L)	Ea.
7.	Sterilizer (5L)	Ea.
8.	Paving Cleaner - Degreaser (for deliver bay) (5L)	Ea.
9.	Spun lace Cloth (50's)	Pkt.
10.	Clear Refuse Bags (30 in a Pkt.)	Pkt.

1.3.18 Pest Control

The *Catering Contractor* must provide a reliable pest control services to NTCSA VLI monthly based on SANS 10049 and R368 standards.

1.3.18.1 Pest Control Service using Fumigation.

Below are the two areas to be treated:

Area 1: Main kitchen ± 2,504 m2

Main kitchen to include (Stores, Canteen area, Ubunye Hall, Victoria Boardroom, Kitchen, Staff change rooms and all toilets, Lakeview Boardroom, Breakaway Room, Lapa, Reception Area and 3 Offices including the passageway.

- a) These areas to be treated monthly.
- b) Ensure proper control of the infestations, especially cockroaches in the main kitchen, by alternating the treatment (fumigation treatments) to ensure that the pests do not get used to one type of pesticide, ensuring better control and to break the life cycle of the cockroaches.
- c) All other areas forming part of the main kitchen to be treated with pesticides.

Area 2: Accommodation ± 5,214 m2

Accommodation (includes 115 bedrooms, bathrooms, toilets, TV areas, playroom, tearoom, 4 offices, 6 conference venues, 1 tearoom and stores, Flat & Patio's, Guard house).

- a) These areas will be treated monthly.
- b) Ensure proper control of the infestations, especially cockroaches in the Accommodation, by alternating the treatment (fumigation treatments) to ensure that the pests do not get used to one type of pesticide, ensuring better control and to break the life cycle of the cockroaches.
- c) All other areas forming part of the accommodation to be treated with pesticides.

1.3.18.2 Kitchen and Canteen area – Fly control units.

- a) Servicing of the Rodenticides baits in and around the building area.

1.3.18.3 Kitchen and Canteen area – Fly control units.

Install and Service of Luminous Fly Catcher 6 units and replacements of sticky boards Inside the Kitchen and the Canteen Area.

For the outside areas, fly bait should be placed in containers to control these pests and replaced monthly.

Specifications for Pest Control:

- a) In the event of infestation by the specified pests at any time during the contract period the *contractor* will make additional inspections and treatments as may be necessary to re-establish control of the pests without charge to NTCSA.
- b) The *contractor* to list the different types of pesticides to be used (where and how).
- c) Copy of licence as Pest control Operator as required by the Agriculture Act 36 of 1947.
- d) Certificate of registration with SAPCA (South African Pest Control Association)
- e) Daily Treatment/Service Report – After the service the report must be signed by the *service manager* and to be kept on site with records of pesticides used which is, product name,

formulation, registration number, quantity used, areas treated, apparatus used to apply pesticides, recommendations as well as infestation found.

- f) Health and Safety Policy. (Environmental)
- g) Proposed programme for the Pest Control Service.
- h) Material Safety Data Sheet complying with the Global Harmonized System and Labelling.
- i) Listed Products for the works.
 - o Trade Name
 - o Reg. No.
 - o Active Ingredients
 - o Active ingredients content
 - o Application rates

1.3.19 Clean and service Kitchen extraction canopy system as per SANS 1850:2014

- a) To clean kitchen extraction canopy as per SANS 1850:2014.
- b) To clean filters (if possible damaged filters will be repaired on site)
- c) To clean horizontal ducting (where possible)
- d) To clean and collect oil/grease residue at the base of each vertical rise on vertical ducting. To clean vertical ducting where accessible.
- e) To seal oil leaks on ducting. Leaks should be guaranteed for a period of three months from date of clean.
- f) To check and clean extraction fan for efficiency.
- g) To clean outlet/weather cowl.
- h) To ensure that system is clean, functional, and safe.
- i) To supply a cleaning certificate for the fire and health departments.

Cyclo-Wash

- j) To clean cyclo-wash.
- k) To strip and clean all hot and cold-water nozzles.
- l) To clean canopy panels.
- m) To ensure hot and cold-water solenoids are functional.
- n) To ensure that all drain solenoids are functional.
- o) To ensure that all nozzle spray patterns are correct.
- p) To set wash cycle timings.
- q) To clean all inline strainers.
- r) To check hot and cold-water pressure.
- s) To check and clean detergent pump.
- t) To check electrical panel and adjust.

***NB: A detailed laminated certificate must be issued on completion of the work, it must be kept in the safety file, and the copy to be sent to the *Service Manager*.**

1.3.20 The Provision of Cafeteria Service.

The Service provider to ensure that the food served at the Café is of the same standard and quality as that required by NTCSA in the provision of the Catering Services.

- a) Sell the food at prices approved by NTCSA which shall be the lowest possible prices, considering the rates and prices agreed to by NTCSA for the provision of the Catering Services.
- b) Obtain the prior written approval of NTCSA in relation to the type and the nature of the product sold at the Café and charge the consumer directly for such Café Service.

1.3.21 Operation of Point of Sale (Hospitality System)

The *Catering Contractor* will be provided with the Hospitality system with point of sale where meals will be charged and recorded by the *Catering Contractor* and NTCSA will carry the cost of the hospitality system over contractual period. *Catering Contractor* will be responsible for payment of personnel training on how to operate the system and ensure the following functionalities:

- u) Cards on which employees are using to buy meals from the canteen has sufficient funds.
- v) Prevent more than one meal being served to one employee in a day.
- w) Report of number of meals served during a specified period time, daily, for control and billing purposes.
- x) Collection of data pertaining to customer satisfaction.

1.4 Safety Compliance

The *Catering Contractor* shall be required to comply with safety laws and safety procedures of NTCSA as well as R638 Regulations Governing General Hygiene Requirements for Food Premises, the Transport of Food and Related Matters.

- a) Records of Food Samples of every Menu item shall be kept for a minimum period of 72 hours.
- b) Food Sample Record sheets shall be kept on site.
- c) Goods shall be tested and inspected when delivery is received.
- d) Temperature Records of received Food Items, Cooked Items, and goods in holding to be recorded and records kept in the file.
- e) Register of Equipment, kitchen Utensils and Inventory.
- f) Goods to be tested and inspected before delivery for:
 - a. Temperature Records of Received Food Items, Cooked Items, and goods in holding.
 - b. Recording of all Used by Dates.
 - c. All food being checked by Purchaser and received in good order.
 - d. Use of FIFO on the kitchen stock.
- g) Marking of Goods and Material
 - a. All operational tools and equipment to be marked and inventory to be kept up to date.
 - b. All special meal requirements to be clearly marked.
 - c. All food items to be covered and date labelled especially if partly used.

To this effect, the *contractor* is required to quote for safety costs separately and this must cover at minimum but not limited to the following:

- a) Uniforms of *contractor's* employees shall be issued once at the beginning of the calendar year.

- b) The *Contractor* shall provide sufficient personal protective clothing and front office uniforms to provide for a clean set daily.
- c) The *Catering Contractor* shall provide a branded uniform to all its employees.
- d) All staff to be identified by means of clear nametags.
- e) Annual medical observation and surveillance of each of supplier's employees once at the beginning of the year.
- f) Temperature monitoring equipment (thermometers).
- g) Appointments of Trained First Aiders, Fire Fighters and Health and Safety Representatives.
- h) All Food Containers for Transporting of foodstuffs to be properly sealed and approved by the NTCSA Representative prior to implementation and cost to be carried by the Contractor.

***NB After the contract award, before the commencement of Catering operations the service provider will be required to submit the safety file for evaluation by the SHEQ team.**

1.4.1 Applicable Regulations:

The *Catering contractor* shall be required to comply with the registration and compliance of all Health, Environmental, Regulatory Bodies, and Acts within the hospitality and catering industry, including but not limited to the following:

- R638 The Foodstuff, Cosmetics and Disinfectants Act, 1972 (Act 54 of 1972)
- The Health Act, (Act 63 of 1977)
- The Health and Safety Act 85 of 1993 and amendment 181
- ISO 9001 - 2015 Quality Management System.
- ISO 14001- 2015 – Environmental Quality Management System.
- ISO 45001 2018– Occupational & Health and Safety Management System.
- National Environmental Management Act 107/1998
- National Environmental Management Waste Act 59 of 2008
- Hazardous Substances Act 15 of 1973
- Fertilisers Farm feeds, agricultural remedies and stock remedies Act 36 of 1947
- National Water Act 36 of 1998
- Basic Conditions of Employment Act 75 of 1997
- Labour Relations Act 66 of 1995
- SANS Codes of Practice
- Relevant Municipal By-laws
- Fire Protection Acts.
- SANS 14001 – Environmental Management Systems
- SANS 31000 – Integrated Risk Management Systems
- SANS 10133 – Pesticides in Food handling catering establishments
- SANS 10049 - Food and Hygiene Management
- SANS 10156 – Handling of chilled and frozen foods
- SANS 10330 – Requirements for HACCP system
- SANS 22000 – Food Safety Management Systems (including HACCP)
- Preferential Procurement Policy Framework Act
- All relevant and applicable NTCSA policies, standards and procedures

***NB: As and when legislation changes, the *Contractor* shall ensure compliance with the relevant updated legislation / requirements.**

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
BBBEE	Broad Based Black Economic Empowerment
QM	Quality Management
TSC	Term Services Contract
SD&L	Supplier Development and Localisation
SHEQ	Safety, Health, Environmental and Quality
TSC	Term Services Contract
NTCSA	National Transmission Company South Africa
VLI	Victoria Lake Inn
TRE	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

Schedule B

1. NTCSA VLI Catering Equipment List

A. Scullery area

No.	Equipment description	Quantity
1	Basket Dollie	4
2	Waste Disposal Unit	1
3	Angled Dump Table	1
4	Crockery Rack	1
5	Single pre-rinse Sink Spray	1
6	Clearing Trolley	4
7	Table C/W under shelf	1
8	Corner Outlet	1
9	Inlet table with 1 pre-rinse bowls	1
10	Double centre bowl pot sink	1
11	Roller Outlet Table	2
12	Refuse Bin	1

B. Salad Prep Area

No.	Equipment description	Quantity
1	Knee Operated Hand Wash Basin	1
2	Double Centre Bowl Sink with Tubular Under shelf	1
3	2 Tier Wall Mounted Shelf	2
4	Table under counter Shelf	2
5	Underbar Refrigerator C/W Legs	1
6	Vegetable Prep Machine	1
7	Table Under shelf	1
8	Chopping Block	1
9	Refuse Bin	1

C. Cooking Area

No.	Equipment description	Quantity
1	Extraction Canopy	1
2	Freezer Room	1
3	Cold Room	1
4	Knee Operated Hand Wash Basin	2
5	10L Mixer	1
6	Under bar Refrigerator	3
7	Table C/W Under shelf	2
8	Ultra Pan Carrier	3
9	2 Tier Wall Mounted Shelf	1
10	Refuse Bins	3
11	Microwave with Wall Shelf	1
12	Bridging Table	1
13	Double Centre Bowl Sink c/w Tubular Under Shelf	3
14	25L Water Boiler C//W Wall Brackets	1
15	Table C/W Under shelf	5
16	Wall Shelf C/W Tubular Pot Rack	2
17	Double Pan Fryer	1
18	Fry top Griddle	1
19	Tilting Skillet	2
20	150L Phutu Pot	1
21	CMC-201 Rational Combi Master	1
22	CM – 101 Rational Combi Master C/W Stand	1
23	R–E3 Electrical Oven Range	1
24	Ultra Pan Carrier	3

D. Serving Area

No.	Equipment description	Quantity
1	Drop in Cold well C/W Crescent Sneeze Guard	1
2	Tubular Tray Slide	1
3	Juice Dispenser	2
4	Induction Chaffing Dish	7
5	Induction Warmer	7
6	CG2 Vision Fry top	1
7	Wrapping Machine	1
8	RB-680C Upright Chiller	1
9	Refuse bin	1
10	Bulk Brewer	2
11	Drop-in Sink Bowl	1
12	Point of Sale	1
13	Water Cooler	1

E. Small Dry Store

No.	Equipment description	Quantity
1	Cambro Elements Vented Add-on Unit	13
2	Vegetable Rack	1
3	Dunnage Rack	3
4	White dry goods Bins	3

F. Office

No.	Equipment description	Quantity
1	Office Table	1
2	Office Chair	1
3	Cabinet	1

G. Cold rooms

No.	Equipment description	Quantity
1	Walk Inn Fridge	1
2	Shelves units	2
3	Walk Inn Freezer	1

H. Chemical store

No.	Equipment description	Quantity
1	Three shelves' units	1

I. Lapa

No.	Equipment description	Quantity
1	6 Division Bain Marie	1
2	Ice Machine	1

2. General Obligations of the Catering Contractor

The Catering Contractor shall:

- 1.1 Source, purchase and procure all the Menu Items from the reputable suppliers and store the items under suitable conditions provided by the Employer.
- 1.2 **Perform its obligations in terms of this Agreement promptly and without delay and, to enable it to do so, always ensure that:**
- 1.3 Has a sufficient stock of such Menu items; and has sufficient resources at the Catering Location, including but not limited to tools, equipment, substances, materials and suitably qualified, trained and skilled personnel.

- 1.4 Perform its obligations in accordance with Recognised Good Practice.
- 1.5 Ensure that the Catering Services and the Conferencing Services at all times conform to all applicable laws and regulations.
- 1.6 Not to use the Catering Premises or the NTCSA Catering Equipment for any purpose other than the performance of Catering Services for NTCSA.
- 1.7 Perform its obligations in terms of this Agreement in a way which does not interrupt or cause any delay to the Catering Services, or any works being undertaken by other contractors at the Victoria Lake Inn Site.
- 1.8 Keep full and proper records of all Catering Services rendered in terms of this Agreement, including but not limited to a daily worksheet detailing the date, Catering Services rendered, and Menu Items supplied and the consideration payable in respect thereof, and make such records available for inspection by NTCSA at all reasonable times and on reasonable notice.
- 1.9 Familiarise itself and comply with and ensure that its employees and its sub-contractors and their employees abide by and familiarise themselves with, all applicable laws and regulations.
- 1.10 In particular, the *Catering Contractor* shall obtain all consents and approvals required to carry out the Catering Services and the Conferencing Services (including in respect of the Catering Premises locations) and specifically including the 'Certificate of Acceptability' as required by the Regulations promulgated in terms of the Health Act, 63 of 1977.
- 1.11 Be deemed to have satisfied itself, prior to commencing with the Catering Services, that the NTCSA Catering Equipment as well as all the facilities comply with all the requirements prescribed by the Occupational Health and Safety Act ("OHS Act") and the regulations promulgated in terms thereof ("the OHS Regulations") and will be safe and without risks to health when properly used; and
- 1.12 Without limitation, comply with the OHS Act in providing the Catering Services and the Canteen Services and warrant that the consideration payable as at the Commencement Date includes enough for proper compliance with the health and safety rules, guidelines and procedures provided for in the Agreement and generally for the proper maintenance of health & safety in and about the provision of the Catering Services and the Canteen Services.
- 1.13 At its cost procure and purchase for its employees and ensure that its sub-contractors procure and purchase for their employees, the uniforms and name tags determined in the dress code set out from time to time in the Service Level Requirements and always ensure that such employees dress appropriately and in accordance with such dress code prescribed by NTCSA.
- 1.14 Allow and ensure that its employees and its sub-contractors and their employees allow NTCSA or its duly authorised representative to search any vehicle, parcel, bag or other container or object of any nature whatsoever or any employees of the *Contractor* or its sub-contractors entering or leaving the Catering Locations or any other areas on the NTCSA Simmerpan site and ensure that its employees and those of its sub-contractors consent to being searched or having their vehicles, parcels, bags or other containers or object of any nature whatsoever searched by NTCSA or such representative.
- 1.15 Upon written request from NTCSA, promptly remove or obtain the removal from the performance of the Catering Services and/or the Conferencing Services and replace any member of its personnel or any sub-contractor or any member of such contractor's personnel which NTCSA believes is

incapable of performing his or her duties, is incompetent or has breached any law, by-law or regulation, or any rule or regulation in terms of this Agreement, is guilty of misconduct, is guilty of any act or omission which is prejudicial to NTCSA's interests or has performed any act or omission which constitutes a breach by the *Contractor* of this Agreement.

- 1.16 Ensure that its personnel and that of its sub-contractors are adequately and appropriately trained and are at all times whilst on duty adequately and appropriately equipped to enable them to properly perform their duties.
- 1.17 Co-operate with all and any other persons performing any services of any nature whatsoever at the NTCSA Victoria Lake Inn (Simmerpan) Site as may be reasonably necessary to properly perform its duties in terms of this Agreement.
- 1.18 As and when required and at a time and place and in a manner determined by NTCSA from time to time, ensure that a suitably qualified and authorised member of its personnel meets with a representative/s of NTCSA to discuss and co-ordinate all matters relating to the rendering of the Catering Services.
- 1.19 In addition to the meetings referred to in clause 18 ensure that a suitably qualified and authorised member of its personnel meets with a representative/s of NTCSA and such other persons as may reasonably be necessary to discuss and co-ordinate matters relating to the rendering of any particular Catering Services and/or Conferencing Services in any particular instance, and shall carry out such menu research, menu compilation and menu presentation as may be necessary in order to meet the requirements of the customers both internal and external to NTCSA and any costs incurred in doing so shall be for the account of the *Catering Contractor*.
- 1.20 Ensure that its sub-contractor/s and the employees of its sub-contractor/s at all times abide by the terms and conditions of this Agreement and are contractually bound to abide by the terms and conditions of this Agreement.
- 1.21 Be responsible for monitoring and controlling (but not providing) the access control system to the Catering Premises.

2. Service Specific Obligations of the *Catering Contractor*:

- 2.1 As part of the Catering Services more fully set out in the scope of work, the *Catering Contractor* shall, without derogating from any of its other rights and obligations under this Agreement, be required to provide various meals, including but not limited to breakfast, lunch, and dinner, to the NTCSA employees and customers in accordance with the Scope.
- 2.2 In addition, the *Catering Contractor* shall, without derogating from any of its other rights and obligations under this Agreement, be required to provide a Canteen Service as more fully set out in the scope of work.

3. Permits and Licenses

- 3.1 The *Catering Contractor* shall at its cost obtain and maintain all permits, licences and approvals, as required by the Laws in relation to the lawful performance and execution of the Catering Services and/or the Conferencing and Vending Services (including, as applicable, liquor license/s).
- 3.2 Liability of the *Contractor* for claims made against it arising out of its failure to use the skill and care

normally used by Contractor's providing services like the Catering Services.

- 3.3 Liability for bodily injury or death to a person or loss of or damage to property resulting from an action or failure to act by the *Contractor*.

4. **NTCSA Catering Equipment.**

- 4.1 The *Catering Contractor* must satisfy itself that the NTCSA Catering Equipment procured, purchased and installed by NTCSA as at the Commencement Date is in good, clean condition and safe working order and is sufficient for the purposes of providing the Catering Services.

5. **The *Catering Contractor* shall:**

- 5.1 Accept temporary custody of the NTCSA Catering Equipment from NTCSA and as and when any further NTCSA Catering Equipment is made available to it in terms of this clause 4.1 and sign an inventory itemising such NTCSA Catering Equipment, after which such inventory shall be deemed to be included in the Schedule attached and marked "B" and shall be deemed to form part of this Agreement.
- 5.2 Within 7 days after the NTCSA Catering Equipment or any part thereof has been made available to the *contractor*, commission the NTCSA Catering Equipment where applicable, and within 21 days after the Catering Equipment or any part thereof has been made available to it by NTCSA, report any defects in the NTCSA Catering Equipment, failing which the NTCSA Catering Equipment shall irrefutably be deemed to be in the condition set out in clause 4.1 at the time that it was so made available.
- 5.3 Ensure all equipment is in clean condition and in good, safe working order so that it remains fit for the purpose for which it is intended and, in particular, without limiting the generality of the foregoing, ensure that the NTCSA Catering Equipment at all times complies with the standard set out in the Service Level Requirements.
- 5.4 The *contractor* is responsible to report all the defects to the *service manager* and any damaged caused by the *contractor's* negligence, the cost of repairs will be carried by the *contractor*.
- 5.5 NTCSA will be responsible for service and maintenance of all equipment in order to comply with its maintenance obligations in terms of this clause.
- 5.6 Immediately on becoming aware that the NTCSA Catering Equipment or any part thereof is not in the condition set out in clause 4.1 notify the *service manager* in writing, together with a detailed report of the manner in which and the reasons why the Catering Equipment is in such condition.
- 5.7 Not sell, lease, mortgage, pledge, alter, scrap or otherwise dispose of or deal with the NTCSA Catering Equipment.
- 5.8 Not use the NTCSA Catering Equipment for any purpose other than the performance of the Catering Services for Simmerpan Site.
- 5.9 Not remove or allow the removal of the NTCSA Catering equipment from the Catering Premises in Victoria Lake Inn, Simmerpan.
- 5.10 On termination of this Agreement for any reason whatsoever, leave forthwith the NTCSA Catering Equipment to NTCSA at the Catering Premises or such other places as the NTCSA Catering

Equipment may be situated by any appropriate means of delivery.

5.11 The NTCSA Catering Equipment shall be left by the *Contractor* in terms of clause 4.1 in the same good order and condition in which it was at the time that it was made available to the *Contractor* by NTCSA, fair wear and tear excepted.

5.12 The *Catering contractor* waives any lien or right of retention it may have over the NTCSA Catering Equipment, or any other articles or substance owned or supplied by NTCSA.

6. NTCSA shall:

6.1 At its own expense, remedy any defect in the NTCSA Catering Equipment reported to it by the *contractor* in terms of clause.

6.2 At its own expense, procure the replacement of any item of NTCSA Catering Equipment that requires replacement as a result of normal wear and tear, or the expiry of the normal useful commercial life of the item as certified by the manufacturer thereof. If the need to replace any NTCSA Catering Equipment arises for any other reason, including but not limited to the intentional or negligent act or omission of the *Contractor* or any of its employees, agents or sub-contractors or their employees or agents, then NTCSA shall procure the replacement of such items.

6.3 Should the defect be due to negligence causing breakage or malfunction of the NTCSA equipment the *Contractor* shall, on demand, pay to NTCSA an amount equal to the Net Asset Value of the broken, malfunctioning, or damaged item that is replaced, as reflected in the books of account of NTCSA at the time of such breakage, malfunction or damage. For the purposes of this clause "replacement" shall mean the replacement of the whole item as it is described in Schedule B hereto and shall not include the replacement of any part thereof, such replacement of parts being deemed to fall within the obligations of the *Catering contractor* in terms of this clause 6.1 to repair and maintain the NTCSA Catering Equipment.

6.4 The NTCSA Catering Equipment is made available to the *Catering contractor* by NTCSA on a temporary basis, for the duration of this Agreement and not indefinitely.

6.5 The terms and conditions of this clause 6.1 and any other provisions of this Agreement relating to the NTCSA Catering Equipment shall also apply to any NTCSA Catering Equipment provided by NTCSA to replace NTCSA Catering Equipment.

7. Kitchen Smalls:

The *Catering contractor* shall:

7.1 At its own expense, determine, select, and procure any additional Kitchen Smalls that it may require for the performance its obligations in terms of this Agreement over and above those Kitchen Smalls provided by NTCSA at the Commencement Date.

7.2 At its cost, maintain the Kitchen Smalls in good, clean condition and safe working order so that they remain fit for the purpose for which they are intended and, in particular, but without limiting the generality of the foregoing, ensure that the Kitchen Smalls at all times comply with the standards set out in the Service Level Requirements.

7.3 At its cost, immediately replace or repair or procure any malfunctioning, broken or damaged Kitchen Smalls or any part thereof, regardless of the nature of the malfunction, breakage or damage and the

cause of or manner in which such malfunction, breakage or damage arises.

- 7.4 After notifying the *service manager* the *contractor* at its cost, obtain all other tools, equipment, instruments, machines, labour and materials or any other means or assistance of any nature whatsoever required to test, inspect, measure and examine the Kitchen Smalls in order to comply with its maintenance obligations in terms of this clause 7.1.
- 7.5 At its cost, regularly inspect and test the Kitchen Smalls in order to ensure that they are in the condition set out in clause 7.1.
- 7.6 Not use the Kitchen Smalls for any purpose other than the performance of the NTCSA Catering Services; and
- 7.7 Upon expiry of the Initial Term, return to NTCSA in good, clean condition and in good, safe working order, those Kitchen Smalls provided by NTCSA as at the Commencement Date, or where such item has been damaged, destroyed, or lost, a suitable replacement to the reasonable satisfaction of NTCSA.

8. The Premises:

- 8.1 NTCSA shall, for the duration of this Agreement, make available to the *Catering Contractor*, for the exclusive occupation and use of the *Contractor*, the Catering Premises of which the *Contractor* may reasonably require the exclusive use and occupation in order to properly perform the Catering Services and its other obligations in terms of this Agreement.
- 8.2 The *Catering Contractor* shall, at all times whilst it has occupation and exclusive use of the Catering Premises as contemplated in clause 7.1, at its cost maintain the Catering Premises in a clean, sanitary, hygienic, safe and habitable condition and otherwise in the same condition as they were to be provided to NTCSA, fair wear and tear excepted.
- 8.3 Notwithstanding clause 8.2, the *Catering Contractor* shall not be liable for the repair of any structural defects in or any structural maintenance of the interior or exterior of the Catering Premises.
- 8.4 The *Catering Contractor* shall, on termination of this Agreement for any reason whatsoever vacate the Catering Premises and relinquishes occupation and use of the Catering Premises to NTCSA in the same good order and condition in which they were at the time that the *Contractor* was given occupation and exclusive use in terms of clause 8.1, fair wear and tear excepted and subject to clause 8.2.
- 8.5 The *Catering Contractor* shall, within 14 (fourteen) Days after taking occupation of the Catering Premises, advise NTCSA in writing of any defects in the Catering Premises, failing which the premises shall irrefutably be deemed to be in the condition set out in clause 8.1 at the time of such occupation.

9. Administration of Equipment

- 9.1 The *Catering Contractor* shall from time to time during this Agreement as may be necessary, at its own cost, determine, select and procure the Administration Equipment, provided that such Administration Equipment must be compatible with any similar equipment used by NTCSA at the time that it is procured, must not cause any disturbance of or interference with any other equipment in use at the Catering Locations and Simmerpan Site from time to time and must be adequate in order to enable the *Catering Contractor* to perform its obligations in terms of this Agreement.
- 9.2 If, at any time, NTCSA reasonably determines that the Administration Equipment does not satisfy the provisions of clause 9.1, and the *Catering Contractor* has, within a reasonable time after receipt of written notice from NTCSA to remedy the matter, failed to do so, then Administration Equipment that satisfy those provisions shall be procured, in the sole discretion of NTCSA:
- 9.3 The Administration Equipment shall always remain the property of the *Contractor*.
- 9.4 The *Contractor* shall always during this Agreement maintain the Administration Equipment in a good, clean, safe working condition and ensure that the Administration Equipment is at all times adequate and in an appropriate condition so as to enable the *Contractor* to properly perform its obligations in terms of this Agreement.

10. Staffing:

Within 10 days from conclusion of the contract, the *Catering Contractor* will provide NTCSA with the following:

- 10.1 Proposed Organogram and staff structure.
- 10.2 CVs of key personnel (management and skilled staff).
- 10.3 Training and development programs of all levels of staff for the duration of the contract.

11. Environmental and Waste Management

The *Catering Contractor* shall fully comply with NTCSA Real Estate Environmental Management Plan.

Within 12 days from conclusion of the contract, the *Catering Contractor* will submit a comprehensive recycling plan for the complete operation. Furthermore, the *Catering Contractor* will segregate all recyclable 80% of all waste products at source.

12. Administration

NTCSA will provide the *Contractor* with:

- 12.1 A weekly meal plans.
- 12.2 Daily meal requirements confirmations.

The *Catering Contractor* will provide NTCSA with:

- 12.3 Meal statistics once daily.
- 12.4 Weekly meal participation report.
- 12.5 The Employer reserves the right for full access of all records.

13. Emergency and Risk

- 13.1 Within 12 days from conclusion of the contract, the *Contractor* will provide NTCSA with a comprehensive risk analysis for the complete operation.
- 13.2 The *Catering Contractor* will attend the monthly Support Services risk meeting or as directed by the Responsible Person.
- 13.3 NTCSA reserves the right to change instructions as per circumstance. It will be expected of the *Catering Contractor* to adapt to changing circumstances.

14. Management Strategy and Start Up.

The *Contractor's* plan for the service

- 14.1 During the execution of the Service, the *Catering Contractor* shall maintain a suitable office in the area allocated for that purpose by the *Employer*, which shall be the headquarters of the *Contractor's* Representative and authorized to receive instructions or other communications or notices under the Contract.
- 14.2 The *Contractor* shall maintain, at the office, up-to-date copy of the Contract and all Contract related documents (including up to date correspondence and documents issued by and to the *Contractor*, Compensation Events, Progress Reports, correspondence, non-conformance reports, safety file etc.). These documents shall always be available to the *Employer*.

15. Management meetings

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

Title and purpose	Approximate interval	Location	Attendance by:
Progress / feedback meeting	Weekly	Simmerpan	<i>Employer and Contractor</i>
Risk management meeting	Monthly	Simmerpan	<i>Employer and Contractor</i>
Overall contract progress meeting	Monthly	Simmerpan	<i>Employer and Contractor</i>
Safety, health, environmental and quality meeting	Monthly	Simmerpan	<i>Employer and Contractor</i>
SHEQ Audits	Quarterly	Simmerpan	<i>Employer and the SHEQ Team</i>

- 15.1 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 the 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.
- 15.2 All meetings shall be recorded using minutes and 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.

15.3 **Contractor's management, supervision, and key people**

The *Contractor* shall provide the *Employer* with a detailed organogram of all staff and management on the contract. This must be revised quarterly and must reflect any changes to the staff and management structure. The *Employer* reserves the right to audit and verify the structure. The *Contractor* shall have a full-time co-ordination and breakdown team on site daily.

15.4 **Management**

The Executive Chef will be the link between NTCSA and the *Contractor*. He/she will be knowledgeable of the Catering Service and need to instruct, and co-ordinate all work on site. He/she also need to have experience of the Catering Service to be able run the operations and re-act when problems arise even before a non-conformance arises. He/she will also be responsible for all the reporting that flows out of the work and all administration on site.

The *Contractor* will also be responsible for the health and safety of staff and sub-contractors on site. Knowledge of the NEC TSC will be an advantage.

15.5 **Documentation control**

The *Contractor* will submit the following documents to the *Employer* for review, the *Employer* will review the documents for acceptance and inform the *Contractor* if the documents have been accepted or if it is not accepted and stating the reasons of not accepting the documentation. The *Employer* will give the *Contractor* reasonable time, which will be agreed to between the *Contractor* and the *Employer* to respond or re-submit the documents.

- **SHEQ documents.**
- **Meal Statistics.**
- **Defect Reports.**
- **Equipment Inspection Records.**
- **Temperature monitoring records. Etc.**

15.6 **Invoicing and payment**

Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 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:
National Transmission Company South Africa SOC Ltd
2 MAXWELL DRIVE SUNNINGHILL SANDTON GAUTENG 2157
PO BOX 1091 JOHANNESBURG GAUTENG 2000, SA

and 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 2021/539129/30;

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.

15.7 **Contract change management.**

The *Employer* may instruct changes to the scope at any time, each instruction shall set out the change and the date on which it becomes effective; and must be issued to the *Contractor* in writing to be valid.

15.8 **Records of Defined Cost to be kept by the Contractor.**

The *Contractor* must keep all documentation related to the compensation events, quotes and instructions from the *Employer* for the period of 5 years after contract completion for audit purposes.

15.9 **Insurance provided by the Employer.**

The insurance policy provided by the *Employer* will be dealt with as specified in Clause 86.1 TSC.

- Training workshops and technology transfer
- Design and supply of Equipment

15.10 Things provided at the end of the service period for the Employer's use.

- NTCSA Equipment
- Information etc.
- At the end of the service period the *Contractor* will be required to provide the Employer with the *Contractor's* Safety file.

15.11 Management of work done by Task Order

Work will be done in terms of Price list as well as the Task Order where necessary (refer to attached Annexure A).

15.12 Health and safety, the environment and quality assurance

15.13 Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in the NTCSA SHE specification (as applicable).

15.14 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in NTCSA SHE specification (As applicable).

15.15 Quality assurance requirements

The *Contractor* shall comply with the quality requirements as stated in QM-58 (As applicable).

16. Procurement

The *Contractor* provides the following procurement services in performing the scope:

- Sub-Contractor's lists for to be submitted to the Employer for review and approval.
- Follows the least cost and time procurement strategies.
- Obtains the Employers' approval prior to committing any contracts or orders.

16.1 B-BBEE

The *Contractor* shall maintain the Required B-BBEE Recognition Level for the duration of the Agreement. The *Contractor* shall provide NTCSA with a valid Verification Certificate and such other information as NTCSA may reasonably request, in respect of which the *Contractor* claims maintenance for the duration of the Agreement of the Required B-BBEE Recognition Level. For this clause "verification Certificate" means a verification certificate and the accompanying documentary proof confirming the B-BBEE Status of a particular entity as issued by an accredited verification agency.

16.2 Supplier development and localisation

Minimum requirements of people employed.

In some instances, the *Contractor* may be required to recruit staff from the local to site communities.

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the supplier, development, and localisation matrix.

The *Contractor* shall keep accurate records and provide the *Service Manager* with reports on the *Contractor's* actual delivery against the above stated supplier development and localisation matrix

The *Contractor's* failure to comply with his supplier development and localisation obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

- Subcontracting
- Preferred subcontractors

16.3 Subcontract documentation, and assessment of subcontract tenders

The *Contractor* will be required to produce proof of payment for its subcontractor to the *Employer*, within 14 days of receiving payments from the *Employer*. The *Employer* reserves the right to without any subsequent payment to the *Contractor* where such proof is not provided (The *Employer* will not be obliged to pay interest once the *Contractor* complies with this requirement).

16.4 Limitations on subcontracting

Prior to appointment of a sub-contractor, the *Contractor* shall submit to NTCSA all detail of the *contractor*, including B-BBEE details, for verification.

- Attendance on subcontractors
- Plant and Materials
- Specifications

16.5 Correction of defects

The *Contractor* shall provide maintenance and repair of their equipment necessary to provide the services. All defects to the works shall be rectified as specified in QM 58.

16.6 Contractor's procurement of Plant and Materials

The *Contractor* may be required to provide the *Employer* with a technical data sheet of their equipment or material supplied to the *Employer*. A guarantee and warranties' certificate may also be required for any goods and material supplied by the *Contractor* to the *Employer*.

16.7 Tests and inspections before delivery

The *employer* representative will conduct inspection if deemed necessary to do so.

- Plant & Materials provided "free issue" by the Employer
- Working on the Affected Property

16.8 Employer's site entry and security control, permits, and site regulations.

The *Employer* will provide access control for the Site. Strict access control shall be implemented 24 hours a day at all entrances to the Project Site. All persons and vehicles entering or exiting the Project Site may be subjected to searches and the *Employer* reserves the right to refuse entrance to Site to any person not meeting security and/or access requirements.

From time to time, and as required, the *Employer* will issue policies and procedures regarding Project Site security and access control. These policies and procedures shall be strictly adhered to by the *Contractor*. The *Employer* shall be entitled, at his discretion, to amend or relax the Project Site security and/or access requirements to deal with emergencies or other circumstances justifying such amendment or relaxation.

Where the *contractor* is allocated a construction yard, security will be *contractor's* responsibility and must comply with the employer's requirements.

Any breach of security must be reported to the *Employer* immediately.

16.9 People:

People restrictions, hours of work, conduct and records.

Working hours shall be from 04:00 to 19:00, Seven days a week or as directed by the *Employer*. Overtime will be approved by an *Employer* prior to the *Contractor* working overtime.

The *Contractor* shall keep records of his people working on the Affected Property, including those of his Subcontractors. The *Employer* shall have access to records at any time.

16.10 Health and safety facilities on the Affected Property.

The *Contractor* shall ensure that alternative arrangements are made for possible incidents occurring after normal working hours. Where services are not available from the NTCSA Medical Centre, the *Contractor* shall make alternative arrangements for any medical assistance. Proof of this must be made available in the principal *contractors* SHE Plan.

16.11 Environmental controls, fauna & flora

The *Contractor* shall comply with the safety, health and environmental requirements stated in the NTCSA SHE Specification.

16.12 Cooperating with and obtaining acceptance of Others

Except as directed by the *Employer*, the *Contractor* shall in no way interfere with, remove, adjust or operate plant, materials and/or equipment of or being supplied or operated by Other Contractors.

16.13 Records of Contractor's Equipment

The *Contractor* is responsible for maintaining the asset register for equipment on site and shall be audited by the *Employer* from time to time.

16.14 Equipment provided by the Employer.

Refer to Schedule B

16.15 Site services and facilities provided by the Employer.

The *Employer* will, at his expense, develop and maintain the facilities and services at the Site provided as applicable. The services and facilities provided by the *Employer* are listed below:

- Fully Equipped kitchen
- Storerooms
- Electricity.
- Water supply; and
- Sanitary Services.

1.1 Provided by the Contractor

The *Contractor* shall provide all other services and facilities not mentioned in section 2.

- Appropriate vehicles for people, equipment, and materials on site.
- Relevant equipment and small for Catering services.
- Transport for Employees working early or late shift.
- Control of noise, dust, water and waste.

The *Contractor* shall comply with the safety, health and environmental requirements stated in the project SHE Specification.

- **Hook ups to existing works**

The performance of the Works which affects the *Employer's* operations, or the systems 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* operations, or the systems of Other Contractors, or imposes abnormal operating conditions on their systems, is subject to approval of the *Employer*.

1.2 Tests and inspections description of tests and inspections

The *Contractor* is responsible for providing quality inspections as per the scope requirements and rectifies all defects within agreed time. The *Contractor* shall supply the end of job documentation associated with the services. The end of job documentation consists of the signed off (where applicable) completion forms of acceptance by the *Employer*.

1.3 Materials facilities and samples for tests and inspections

In some instances, the *Employer* representative may request samples for testing/ inspection.

- Food Samples records
- Temperature monitoring records
- Equipment Inspections records
- Hygiene audits reports must be submitted to the *service manager* within 5 days of receiving it from the independent laboratory.

ANNEXURE A: TASK ORDER

Task Order

<p>Task Order form for use when work within the service is instructed to be carried out within a stated period of time on a Task-by-Task basis</p>	
<p>Task Order No. [•]</p>	<p>service .[•]</p>
<p>To: [•]</p> <p>.....</p> <p>..... (Contractor)</p>	
<p>I propose to instruct you to carry out the following task:</p> <p>Description [•]</p> <p>Starting date [•]</p> <p>Completion Date [•]</p> <p>Delay damages per week [•]</p> <p>Please submit your price and programme proposals below.</p> <p>Signed: Date</p> <p>(for Employer)</p>	
<p>Total of Prices for items of work on the Price List (details attached) R. _____</p> <p>Total of Prices for items of work not on the Price List (details attached). R. _____</p> <p>Total of the Prices for this Task Order R _____</p> <p>The programme for the Task is [ref] (attached)</p> <p>Signed: Date</p> <p>(for Contractor)</p>	
<p>I accept the above price and programme and instruct you to carry out the Task</p> <p>Signed: Date:</p> <p>(for Employer)</p>	