



## NEC3 Term Service Contract (TSC3)

Between **NTCSA SOC Ltd**

(Reg No. 2021/539129/30)

and \_\_\_\_\_

(Reg No.)

for **PROVISION OF GENERAL CLEANING,  
GARDENING/GENERAL WORKER, HYGIENE, PEST  
CONTROL AND OFFICE REFUSE & GARDEN WASTE  
REMOVAL SERVICES FOR THE NATIONAL  
TRANSMISSION COMPANY OF SOUTH AFRICA  
COMMERCIAL OFFICES INCLUDING TELECOMS AND  
DEPOT'S IN EASTERN CAPE & WESTERN CAPE FOR  
PERIOD OF 60 MONTHS.**

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**CONTRACT No.**

## **PART C1: AGREEMENTS & CONTRACT DATA**

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## C1.1 Form of Offer & Acceptance

### Offer

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

**PROVISION OF GENERAL CLEANING, GARDENING/GENERAL WORKER, HYGIENE, PEST CONTROL AND OFFICE REFUSE & GARDEN WASTE REMOVAL SERVICES FOR THE NATIONAL TRANSMISSION COMPANY OF SOUTH AFRICA COMMERCIAL OFFICES INCLUDING TELECOMS & DEPOT'S BUILDINGS IN EASTERN CAPE & WESTERNSCAPE FOR PERIOD OF 60 MONTHS.**

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	The offered total of the Prices exclusive of VAT is	<b>RATE BASE</b>
	Value Added Tax @ 15% is	<b>RATE BASE</b>
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	<b>RATE BASE</b>

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.

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

PROVISION OF GENERAL CLEANING, GARDENING/GENERAL WORKER, HYGIENE, PEST CONTROL AND OFFICE REFUSE & GARDEN WASTE REMOVAL SERVICES FOR THE NATIONAL TRANSMISSION COMPANY OF SOUTH AFRICA COMMERCIAL OFFICES INCLUDING TELECOMS & DEPOT'S BUILDINGS IN EASTERN CAPE & WESTERNSCAPE FOR PERIOD OF 60 MONTHS.

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

*(Insert name and address of  
organisation)*

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:

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## 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

**Senior Manager Real Estate,  
Servitude & Land Management**

**for the  
Employer**

**Megawatt Park, Maxwell Drive, Sandton, Johannesburg**

Name &  
signature of  
witness

*(Insert name and address of  
organisation)*

Date

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

**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 Contractor:******For the Employer***

Signature

Name

Capacity

On behalf  
of*(Insert name and address of  
organisation)***Megawatt Park, Maxwell Drive,  
Sandton, Johannesburg***(Insert name and address of  
organisation)*Name &  
signature  
of  
witness

Date



## C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		<b>A: Priced contract with price list</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	
		<b>X1: Price adjustment for inflation</b>
		<b>X17: Low service damages</b>
		<b>X18: Limitation of liability</b>
		<b>Z: <i>Additional conditions of contract</i></b>
	of the NEC3 Term Service Contract April 2013 <sup>2</sup> (TSC3)	
10.1	The <i>Employer</i> is (name):	<b>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</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>011 800 8000</b>
10.1	The <i>Service Manager</i> is (name):	<b>TBC</b>
	Address	<b>NTCSA Megawatt Park, Maxwell</b>

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 [www.ecs.co.za](http://www.ecs.co.za)

**Drive, Sandton, Johannesburg**

Tel

**TBC**

e-mail

**TBC**

11.2(2)	The Affected Property is	<b>NTCSA Commercial and Telecoms buildings: Western Cape and Eastern Cape</b>
11.2(13)	The <i>service</i> is	<b>PROVISION OF GENERAL CLEANING, GARDENING/GENERAL WORKER, HYGIENE, PEST CONTROL AND OFFICE REFUSE &amp; GARDEN WASTE REMOVAL SERVICES FOR THE NATIONAL TRANSMISSION COMPANY OF SOUTH AFRICA COMMERCIAL OFFICES INCLUDING TELECOMS &amp; DEPOT'S BUILDINGS IN EASTERN CAPE &amp; WESTERNSCAPE FOR PERIOD OF 60 MONTHS.</b>
11.2(14)	The following matters will be included in the Risk Register	<b>The risk register will be completed at each service interval and the Service Manager, and the Contractor will identify all possible risks.</b>
11.2(15)	The Service Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>2 working days</b>
<b>2</b>	The <i>Contractor's</i> main responsibilities	<b>Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data</b>
21.1	The <i>Contractor</i> submits a first plan for acceptance within	Due to nature to the nature of the scope, the plan or programme to be submitted for sub-contracted activities. It should be within 5 working days of issued Purchase Order.

<b>3</b>	Time	
30.1	The <i>starting date</i> is.	<b>TBC</b>
30.1	The <i>service period</i> is	<b>60 Months (5 Years)</b>
<b>4</b>	Testing and defects	Work to be inspected at completion and defects to be corrected immediately or not more than 2 days if the work requires special equipment
<b>5</b>	Payment	
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>Four (4) weeks (submitted invoice).</b>
51.4	The <i>interest rate</i> is	<p>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</p> <p>(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,</p>

**whose appointment it shall not be necessary to prove.**

<b>6</b>	Compensation events	<b>Will be dealt with in line with Clause 60- 65 (what constitutes a compensation event), X19.10 – X19.12 and as per Z8 in Z clauses below</b>
<b>7</b>	Use of Equipment Plant and Materials	No provision made on the contract data to provide equipment plant and material to the Contractor.
<b>8</b>	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	<b>None</b>
<b>9</b>	Termination	<b>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.</b>
<b>10</b>	Data for main Option clause	
<b>A</b>	<b>Priced contract with price list</b>	
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	<b>four (4) weeks.</b>
<b>11</b>	Data for Option W1	
W1.1	The <i>Adjudicator</i>	<b>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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).</b>

Address **TBC**

Tel No. **TBC**

e-mail **TBC**

W1.2(3) The *Adjudicator nominating body* 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](http://www.ice-sa.org.za)) or its successor body.**

W1.4(2) The *tribunal* is: **arbitration**

W1.4(5)	The <i>arbitration procedure</i> is	<b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b>
	The place where arbitration is to be held is	<b>Western Cape South Africa</b>
	The person or organisation who will choose an arbitrator	
	<ul style="list-style-type: none"> <li>- if the Parties cannot agree a choice or</li> <li>- if the arbitration procedure does not state who selects an arbitrator, is</li> </ul>	<b>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</b>

12 Data for secondary Option clauses

**X1 Price adjustment for inflation**

X1.1	<p>The <i>base date</i> for indices is</p> <p>The proportions used to calculate the Price Adjustment Factor are:</p> <p>*(Tenderer to propose the elements and proportion)</p> <p>Should the tenderer fail to provide their proposal, it shall deemed the prices are fixed and firm for the duration of the contract.</p>	<p><b>One (1) month prior to tenderer closing date</b></p> <p><b>CPA will become effective after 16 months from the base date.</b></p>
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		<div> <div>proportion</div> <div>0.</div> <div>0.</div> <div>0.15</div> <div>1.00</div> </div> <div> <div>linked to index for</div> <div>[•]</div> <div>[•]</div> <div>non-adjustable</div> </div> <div> <div>Index prepared by</div> <div>[•]</div> <div>[•]</div> </div>
<b>X17</b>	<b>Low service damages</b>	
X17.1	The <i>service level table</i> is in	<b>Annexure A in the Service Information</b>
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>R0.0 (zero Rand)</b>
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	<b>Minimum of 5% of the contract value, maximum will depend on the damaged assessment report.</b>
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<b>The greater of</b> <ul style="list-style-type: none"> <li>the total of the Prices at the Contract Date and</li> <li>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</li> </ul>
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	<b>the total of the Prices other than for the additional excluded matters.</b>  <b>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b>

		<p><b>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</b></p> <ul style="list-style-type: none"> <li>• Defects due to his design, plan and specification,</li> <li>• Defects due to manufacture and fabrication outside the <b>Affected Property</b>,</li> <li>• loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</li> <li>• death of or injury to a person and</li> <li>• infringement of an intellectual property right.</li> </ul>
X18.5	The <i>end of liability date</i> is	<b>Six (6) months after the end of the <i>service period</i>.</b>
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>2 - 3 days of receiving the Task Order</b>
<b>Z</b>	<b>The <i>additional conditions of contract</i> are</b>	<b>Z1 to Z14 always apply.</b>

## **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 *Contractor* 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 *Contractor*, 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**

<b>Insurance against</b>	<b>Minimum amount of cover or minimum limit of indemnity</b>
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 <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Service	<b><u>Loss of or damage to property</u></b> The replacement cost  <b><u>Bodily injury to or death of a person</u></b> The amount required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Contractor</i> 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 86  
by the  
Employer**

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

**INSURANCE TABLE B**

<b>Insurance against or name of policy</b>	<b>Minimum amount of cover or minimum limit of indemnity</b>
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 *Employer's* 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*

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.  Email.	
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:

Experience:

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

<b>A</b>	<b>Priced contract with price list</b>	
11.2(12)	The <i>price list</i> is in	<b>Part 2: Pricing Data</b>
11.2(19)	The tendered total of the Prices is	<b>RATE BASE</b>

## Part 2: Pricing Data

### TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	2
C2.2	<i>The price list</i>	3

## 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 *price list* unless later changed in accordance with this contract.

(17) The Price for Services Provided to Date is the total of

- the Price for each lump sum item in the Price List which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* 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 OptionA;
- 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.

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## C2.2 the price list

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**NB: PLEASE PROVIDE THE RATES ONLY UNDER THE RATE ONLY COLUMN, DO NOT INCLUDE QUANTITIES ON THE PRICE LIST.**

Item No	Description	UOM	Rate	Amount	
	<b><u>PRELIMINARIES AND GENERAL</u></b>				
	The works information is provided and no claims arising from brevity of description of items fully described in the said works information will be entertained				
	Works Information/scope of work are incorporated to satisfy the requirements of this project. Such information shall take precedence				
	The contractor's prices for all items throughout this document must take account of and include for all obligations, requirements and specifications given in the said works information/scope of work				
<b>0.1</b>	<b><u>SECTION A</u></b>				
	<u>Transport</u>	Per Trip		<b>Rate Only</b>	
0.11	Skip bins delivery & collection				
	<u>Health and safety Requirements (i.e Safety file, PPE,Medicals, ect)</u>				
0.12	Safety File (update continually)	Once Off		<b>Rate Only</b>	
0.13	PPE	Per/Person		<b>Rate Only</b>	
0.14	Medicals	Per/Person		<b>Rate Only</b>	
0.15	Police clearance	Per/Person		<b>Rate Only</b>	
0.16	First Aid Training	Per/Person		<b>Rate Only</b>	
0.17	Environmental Law training	One Person		<b>Rate Only</b>	
0.18	SHEQ	Per/person		<b>Rate Only</b>	

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	<b><u>SECTION B MAINTENANCE SERVICES</u></b>				
<b>1.0</b>	<b><u>LABOUR</u></b>				
	<u>Normal Hours:</u>				
1.11	Cleaner	Hr		Rate Only	
1.12	General Worker	Hr		Rate Only	
	<b><u>CLEANING SERVICES</u></b>				
<b>2.0</b>	<b><u>Cleaning Equipment</u></b>				
2.11	Mop	No.		Rate Only	
2.12	36 Litre Bucket Mop Trolley with wringer	No.		Rate Only	
2.13	300mm Broom for inside	No.		Rate Only	
2.14	900mm Broom for outside	No.		Rate Only	
2.15	1840mm Feather duster	No.		Rate Only	
2.16	Wet floor cleaning sign	No.		Rate Only	
2.17	Toilet brush and holder	No.		Rate Only	
2.18	Dustpan with brush	No.		Rate Only	
2.19	Dry/wet vacuum cleaner machine (15Litre Household)	No.		Rate Only	
2.20	Window squeegee, with telescopic 2.4 m pole to extend	No.		Rate Only	
<b>3.0</b>	<b><u>Cleaning Consumables</u></b>				
3.11	(6 x 280ml) Air fresher	No.		Rate Only	
3.12	750ml Thick bleach	No.		Rate Only	
3.13	5 litre Multipurpose cleaning cream	No.		Rate Only	
3.14	5 litre Bleach	No.		Rate Only	
3.15	(6 x 300ml) Furniture polish	No.		Rate Only	
3.16	(10 Pack) dishwash sponge	No.		Rate Only	
3.17	(35 x 35cm x 5 Pack) Dish swab/cloth	No.		Rate Only	
3.18	(5 Pack) Dishcloth for drying	No.		Rate Only	
3.19	(6 x 750ml) Glass & Shiny Surface Cleaner, Spray Bottle, Regular, Household Cleaning	No.		Rate Only	
3.20	(1ply x 48 Pack) Toilet Paper	No.		Rate Only	
3.21	5 litre Sunlight liquid	No.		Rate Only	
3.22	(6 x 300ml) Insert spray	No.		Rate Only	

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3.23	35 x 35cm, Microfibre cloth (different colours)	No.		Rate Only	
3.24	(20 x 1 Pack) Refuse bags	No.		Rate Only	
3.25	5 Litre Pine gel	No.		Rate Only	
3.26	Gloves (Household rubber gloves)	No.		Rate Only	
3.27	(20 x Per Box) 3 Ply Masks box	No.		Rate Only	
3.28	5 Litre Floor polish	No.		Rate Only	
3.29	5 Litre Floor cleaner	No.		Rate Only	
3.30	5 Litre Floor stripper	No.		Rate Only	
3.31	5 Litre Floor sealer	No.		Rate Only	
3.32	5 Litre Bowl cleaner	No.		Rate Only	
3.33	100g Smooth/ normal steelwool	No.		Rate Only	
3.34	(10 x 1 Pack) Green kitchen scourers	No.		Rate Only	
3.35	5 Litre sanitiser alcohol based with minimum 70%	No.		Rate Only	
<b>4.0</b>	<b>Ad Hoc Services (As and when requested)</b>				
	<u>Deep Cleaning</u>				
4.10	Chemical deep cleaning for toilets and sanitizing with minimum 60% alcohol	No.		Rate Only	
4.11	Shower	No.		Rate Only	
4.12	Wash hand basin	No.		Rate Only	
4.13	Ceramic urinals	No.		Rate Only	
4.14	Carpet	m <sup>2</sup>		Rate Only	
4.15	Office Chair	No.		Rate Only	
4.16	High back chair	No.		Rate Only	
4.17	Visitors chair	No.		Rate Only	
4.18	Single sofa	No.		Rate Only	
4.19	Double sofa	No.		Rate Only	
4.20	Office desk partition/screens	m <sup>2</sup> .		Rate Only	
	<u>Steam Cleaning:</u>				
4.21	Blinds steam cleaning	m <sup>2</sup> .		Rate Only	
	<u>Window cleaning:</u>				
4.22	External windows exceeding a height of 3.3m	m <sup>2</sup> .		Rate Only	

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4.23	Internal windows exceeding a height of 3.3m	m².		Rate Only	
<b>5.0</b>	<b><u>WASTE MANAGEMENT</u></b>				
	<u>Waste management:</u>				
5.10	General waste collection & disposal (Inc. Transport, Labour, etc)	Ton		Rate Only	
	<u>Rental of skip bins for genaral waste:</u>				
5.11	3m³	Monthly		Rate Only	
5.12	2m³	Monthly		Rate Only	
	<b><u>Supply and Delivery of waste equipment</u></b>				
	<u>Round waste office bin:</u>				
5.13	240 litre recycling heavy duty wheely bin	No.		Rate Only	
	<u>Bags:</u>				
5.14	(750 x 910, Pack of 20) Heavy duty garden waste bags	No.		Rate Only	
	<u>Waste signs:</u>				
5.15	(100 Sheets) A3 Size Label	No.		Rate Only	
<b>6.00</b>	<b><u>HYGIENE SERVICES</u></b>				
	<b><u>Hygiene Equipment</u></b>				
	<u>Rental:</u>				
6.11	Sanitary Hygiene Bin (7-day service) monthly cost per bin (Including replacement of bin liners and Transport)	Monthly		Rate Only	
	<u>Supply and install hygiene equipment as and when required</u>				
6.12	Sanitary hygiene bin	No.		Rate Only	
6.13	Slim roll hand towel dispenser	No.		Rate Only	



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6.14	27 Litre wall mounted wastepaper towel disposal bin	No.		Rate Only	
6.15	1 Litre lockable Soap/sanitiser dispenser	No.		Rate Only	
6.16	1 Litre automatic soap /sanitiser dispenser	No.		Rate Only	
6.17	Automatic urinal drip dispenser	No.		Rate Only	
6.18	75 ml Aerosol dispenser	No.		Rate Only	
6.19	3 Tier toilet roll dispenser	No.		Rate Only	
6.20	Sit wipes dispenser (100 holding capacity)	No.		Rate Only	
6.21	20 Litre water dispenser	No.		Rate Only	
6.22	Air freshener dispenser: anti-theft brackets	No.		Rate Only	
6.23	25L stainless steel bin with lead and foot pedal	No.		Rate Only	
6.24	Hand dryer	No.		Rate Only	
6.25	Supply of toilet brush and holder set industrial	No.		Rate Only	
6.26	Once off provision of water cooler-easy cooler dispenser	No.		Rate Only	
6.27	Replacement of faulty water cooler - easy cooler	No.		Rate Only	
	<b><u>Hygiene Consumables</u></b>				
	<b><u>Refills:</u></b>				
6.28	75ml Aerosol	No.		Rate Only	
6.29	400ml Seat wipe foam	No.		Rate Only	
6.30	300ml Urinal drip (300ml)	No.		Rate Only	
6.31	(100 x 1 pack) SHE packets	No.		Rate Only	

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6.32	1 Litre soap dispenser	No.		Rate Only	
6.33	1 Litre hand sanitizer	No.		Rate Only	
6.34	20 Litre drinking water	No.		Rate Only	
6.35	Purified Bottle Drink Water (50L Bottle)	No		Rate Only	
	<b><u>Consumables:</u></b>				
6.36	Urinal Pmat	No.		Rate Only	
6.37	6 Rolls 1 Ply paper towels	No.		Rate Only	
6.38	(560 x 660) (25's) Clear Plastics	No.		Rate Only	
6.39	(AA) (No x 12) Batteries	No.		Rate Only	
6.40	(AAA) (No x 12) Batteries	No.		Rate Only	
<b>7.0</b>	<b><u>GARDENING SERVICES</u></b>				
	<b><u>Gardening Equipment</u></b>				
7.10	Cordless leaves blower + 2Ah Battery	No.		Rate Only	
7.11	Wheelbarrow	No.		Rate Only	
7.12	Fork	No.		Rate Only	
7.13	5 Litre weed killer pressure spray	No.		Rate Only	
7.14	Plastic Rakes	No.		Rate Only	
7.15	Spade	No.		Rate Only	
7.16	5 Litre watering can	No.		Rate Only	
7.17	Hose pipe - 10 metre with fittings	No.		Rate Only	

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7.18	Hedger trimmer	No.		Rate Only	
	<b><u>Gardening consumables</u></b>				
7.19	Compost / top dressing	m <sup>3</sup>		Rate Only	
7.20	5 Kg Fertiliser	No.		Rate Only	
7.21	5 Litre chemical herbicides for weeds	No.		Rate Only	
	<b><u>Grass cutting</u></b>				
7.22	Lawn Mower (Electric 2600Kw)	No.		Rate Only	
8.00	<b><u>PEST CONTROL (AS AND WHEN REQUIRED)</u></b>				
	<b><u>Supply and install</u></b>				
8.10	Bait Station	No		Rate Only	
8.11	UV light fly catcher	No.		Rate Only	
8.12	Sticky fly catcher	No		Rate Only	
8.13	Red top disposable fly catcher	No		Rate Only	
8.14	Birds' repellent gel	m		Rate Only	
8.15	Birds' repellent spikes	No.		Rate Only	
8.16	Eagle eye bird repellent mechanism	No.		Rate Only	
8.17	Snakes' repellent	m		Rate Only	
	<b><u>Service</u></b>				
8.18	Rodent bait station	No.		Rate Only	
8.19	UV light fly catcher	No.		Rate Only	

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8.20	Fly insects' indoor bait	No.		Rate Only	
8.21	Fly insects' outdoor bait	No.		Rate Only	
8.22	Eagle eye bird repellent mechanism	No.		Rate Only	
	<b><u>Removal and relocation</u></b>				
8.23	Bees (hives)	Item		Rate Only	
8.24	Birds nest	Item		Rate Only	
8.25	Snakes	Item		Rate Only	
8.26	WASPS nest	Item		Rate Only	
	<b><u>Fumigation</u></b>				
8.27	Bees	Item		Rate Only	
	<b><u>Treatment</u></b>				
8.28	Feline (stray cat)	Item		Rate Only	
8.29	Termites	m <sup>2</sup> .		Rate Only	
8.30	Crawling insects	m <sup>2</sup> .		Rate Only	
8.31	Flying insects - indoor	Item		Rate Only	
8.32	Flying insects - outdoors	Item		Rate Only	

**NB: DO NOT FORGET TO PROPOSE YOUR CPA UNDER X1 OR ELSE YOU CAN PUT THE PROPOSED CPA BY NTCSA WHICH PAGE 42 OF THE INVITATION TO TENDER.**

## Part 3: Scope of Work

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## C3.1: Employer's service Information

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## **1 Description of the service**

### **1.1 Executive overview**

The Employer seeks to appoint a suitable and qualified Contractor for provision of general cleaning, gardening/general worker, hygiene, pest control and office refuse & garden waste removal services for the National Transmission Company of South Africa (NTCSA) Commercial offices, Telecoms and Depot in Eastern Cape & Western Cape for period of 60 months. The provision of gardening services does not include washing of NTCSA scheme and private vehicles.

#### **Closure of Site**

In the event that a site closes down due to the Lease Agreement coming to an end, then the services at that site will immediately be transferred to a new site if any. No compensation will be paid when a site is closed. No re-allocation or disruption costs will be paid in this respect. The terms and condition of NEC will not change, remain as is.

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

The scope entails offering the following services:

- Cleaning Services (Full-time Cleaners)
- Garden Service (Site specific)
- Pest control and rodent control service (As and when required basis)
- Dedicated gardener (odd jobs for as and when required)
- Deep Cleaning Service (as and when required)
- Supply and Delivery of Cleaning and Hygiene Consumables
- Sanitary Hygiene Bin Service
- Garden Service
- Normal cleaning of windows internal and external up to a height of 3.3m.
- External Window Cleaning exceeding a height of 3.3m as and when required (Can be subcontracted at the contractor's expense)
- Internal Window cleaning exceeding a height of 3.3m as and when required (Can be subcontracted at the contractor's expense)
- Waste Removal: Garden & Office waste (Actual weight slip to be submitted with monthly invoice where required)
- Replacement of recycling waste bins (as and when required)
- Replacement of hygiene equipment (as and when required)

The Contractor is responsible for supplying labour, administration, management, equipment, tools, supplies, and materials necessary to carry out the cleaning, gardening, hygiene, waste and pest control services. Working times or hours will be as stated below:

#### **Working Hours**

The normal working hours will be from 7:00 AM to 4:00 PM, Mondays to Fridays.



NTCSA reserves the right to instruct the Contractor to change working times based on business requirements.

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

#### **1.3.1 General Cleaning Services**

The Contractor is responsible for delivering cleaning services according to a predetermined frequency and responding to exceptional circumstances as directed by the Employer (Service Manager). This encompasses but is not restricted to NTCSA Commercial, Telecoms buildings and Depot's in Western Cape and Eastern Cape.

#### **1.3.2 The facilities above-mentioned comprise the areas below.**

National Transmission of South Africa Commercial, Telecoms buildings and Depot's in Western Cape and Eastern Cape.

#### **1.3.2 Manpower Requirements for the General Cleaning**

##### **1.3.2.1 Supervision Manpower Requirements**

##### **1.3.2.2 General Cleaners**

#### **1.3.3 List of Cleaning Tools and Equipment for the Services**

- Wet & dry Industrial vacuum machines
- Dry/wet vacuum cleaner machine (15Litre Household)
- Feather dusters – short and long
- Cleaning Trolley with a wringer
- Multi-function Cleaning Trolley with gear-press
- Housekeeping trolley
- Brooms
- Gear Press Mops
- Mops (household)
- Dustpan
- 2 x wet floor signs per cleaner
- Step Folding Ladder (household ladder)
- Trigger Action Spray Bottles
- Mops Lobby Standard

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- Window squeegee, with telescopic 2.4 m pole to extend

#### **1.3.4 List of Cleaning Materials for the Services**

- Tile Cleaner
- Toilet Bowl Cleaner
- Air Freshener
- Furniture Polish
- Multi-purpose Cleaner
- Window Cleaner
- Dish Washer
- Pine Gel
- Floor Polish
- Floor Stripper
- Multi Surface Liquid Bleach
- Clear Refuse bags (10 liters)
- Micro Fibre Cloth
- Dishcloth
- Scrubbing Brush
- Scourers
- Kitchen swabs

#### **1.3.5 Minimum Requirements to Provide the Required Services**

##### **1.3.5.1 General Cleaning Requirements**

##### **ENTRANCES**

- Tiles and stairs to be swept and washed/mopped - daily.
- Areas to be spot-checked and tidied – 3 times per day (Weekdays).
- Main entrance windows and doors to be washed daily up to reaching height – 3 times per week (early Morning/depends on the weather).

##### **FLOORS**

- All Carpeted areas must be vacuumed daily.
- All non-carpeted areas [ramps, kitchen areas, stairways] must be washed/mopped daily and scrubbed once a week.
- Heavy duty industrial vacuum cleaners, scrubbing machines, etc must be used.
- Spot cleaning of carpets must be done as required.
- Stairways must be washed/vacuumed daily.

##### **FURNITURE/UPHOLSTERED CHAIRS AND COUCHES, AND EQUIPMENT (DAILY)**

- All furniture, pictures, top of office dividers, etc to be dusted and polished.
- Telephones to be cleaned with a disinfectant (wet cloth).
- Computer equipment to be dusted with a feather duster or dry cloth.
- Couches and chairs upholstered, to be properly cleaned with a soft cloth (daily).

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- Upholstery of fabric chairs and couches to be vacuumed once a week.

## **WALLS, OFFICE DOORS, DOOR HANDLES AND HANDRAILS**

- Walls to be spot cleaned up to reach height - daily. (Not allowed to use chairs)
- Windowsills to be cleaned with a wet cloth - daily.
- Skirting, including power skirting, to be cleaned and disinfected (wet cloth to be used) – daily
- Office Doors to be cleaned with disinfectant (Marks to be removed) - daily.
- All door handles to be cleaned with disinfectant - daily.
- All door handles to be polished – once a week.
- All handrails on stairways to be cleaned with disinfectant – 3x times a day.
- Oil spills/Acid spills - to be reported to NTCSA Representative.
- Glass partitions and shopfronts, rails to be cleaned daily and handled with care.

## **WASTE-PAPER BINS (DAILY)**

- Empty wastepaper bins and wash with disinfectant – twice a day – to be fitted with clear plastic bags.
- Empty general waste bins and wash with disinfectant, empty boxes, general waste to be removed to refuse area and stacked in a tidy orderly manner. – twice a day.

## **SPOT CLEANING**

- Check all change rooms two times a day and replenish toilet paper, liquid hand soap, toilet wipes and hand paper towels.
- Toilet bowls and hand wash basins to be spot cleaned three times a day.
- Reception area to be properly cleaned (Furniture, floor, and counter) – twice a day.
- Emergency exits – to be cleaned daily. Areas are to be kept free from obstacles – twice a day.

## **1.4. Inspection for cleaning the building.**

Inspection to be carried out in according with the inspection list.

### **1.4.1 Items / Surfaces for Cleaning.**

#### **1.4.1.1 List of General Surfaces for Cleaning**

- Vinyl floors (area where available)
- Stone Floors (area where available)
- Ceramic tile floors
- Concrete floors
- Telephones
- Glass windows and doors
- Wastepaper Dustbin
- Entrance Mat Wells (vacuum)

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- Light switches
- Carpets and Rugs (vacuum)
- Glass surfaces

#### **1.4.1.2 Fire escapes**

- Handrails
- Landings, treads and rises.
- Doors
- Painted and tiled walls

#### **1.4.1.3 Tea and coffee areas**

- Glass doors and windows
- Aluminum railing
- Plastic seats
- Chrome piping
- Tiled walls
- Sinks and taps
- Hydro boil(risk assessment to be conducted prior)

#### **1.4.1.4 Toilet Areas**

- Dustbins
- Toilet bowls
- Basins
- Urinals
- Mirrors
- Fittings
- Tiled walls and floors
- Doors and partitions
- Showers
- Change rooms
- Metal and wooden lockers

#### **1.4.1.5 Cleaning Duties inside Toilets**

- Descale and remove algae, bacteria, and uric encrustations from all areas.
- Clean and disinfect both internal and external surfaces.
- Inspection to be done at least 3x per day with Inspection sheet behind the door (signed).
- Replenish toilet paper, hand soap (2 x per day-depending on the use).
- Defects to be attended to immediately. Report any defects e.g., blocked toilets, broken toilet seats, handles or taps etc.

#### **1.4.1.6 Urinals**

- Descale and remove algae, bacteria, and uric encrustations from the unit of fitment.
- Remove trap where possible and clean / disinfect and clear away all waste around and inside the trap.

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- Clean and disinfect both internal and external surfaces of the unit.

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

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

#### **1.4.1.8 Cleaning Duties for the Equipment Storerooms**

Use applicable spill kits to clean-up the spillages on floor surfaces.

#### **1.4.1.9 Equipment and Cleaning Consumables**

The Contractor shall: - ensure that all cleaning equipment used in the provision of the Service are in good working condition with no parts missing; inspect the cleaning equipment to ensure compliance with this responsibility; repair or replace all cleaning equipment to the extent required to comply with the responsibilities stipulated in this Agreement. Contractor to ensure that the servicing of equipment is done by approved accredited Contractor/service provider.

The Contractor will inspect all hygiene equipment while performing their duties and report any defective or damaged hygiene equipment to NTCSA.

A register shall be kept of all cleaning equipment for random inspection / physical/ operational checks.

Provide proof that every employee has been trained to use the equipment they are supposed to use (e.g., Vacuum cleaners).

Failure to provide proof of inspection, on request, will result in non-compliance.

Contractor to submit completed and updated register with the Monthly Report, failure will result in con-compliance.

#### **1.4.1.10 Cleaning Equipment Separation**

Separate cleaning equipment for toilets and other bathroom areas should be used to prevent any germs / bacteria from spreading to other areas as the toilet is a big breeder of germs / bacteria. By using the same cleaning materials, it will result in transferring germs from one area to another areas and cause cross contamination.

#### **1.4.11 Personal Protective Clothing**

**Personal protective clothing should be worn when cleaning toilets for the following reasons:**

- Using the same cleaning materials can transfer germs to other areas, leading to cross-contamination.
- To prevent the spread of germs and bacteria or the risk of contracting illnesses.

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- Toilets need to be cleaned with strong chemicals and sanitizers to kill germs.
- To avoid inhalation of fumes or skin irritation, it is necessary to wear gloves, a face mask, and other protective clothing.

#### **1.4.1.12 Floors and Carpet Cleaning**

**During cleaning the floors and carpets, and the following safety rules must be followed:**

- Bend your knees when lifting anything heavy like a bucket.
- Stand up straight when using a broom or mop.
- Use your arms not your back muscles to swing the mop.
- Never use electrical equipment near water.
- Never touch electrical sockets with wet hands, you may get shocked.
- Always display the appropriate warning sign
- Mop up spills immediately.
- Report any loose wires or faulty equipment to maintenance or your supervisor.
- Do not pull vacuum cleaners by the cord.
- Do not leave electrical equipment switched on when not in use.
- Take immediately all damaged / faulty equipment out of service.
- Service all equipment regularly.
- During use of any equipment, follow the manufacturer's instruction.

#### **1.4.1.13 Requisite PPE When Spraying with Chemicals**

- Respirator
- Goggles / face shield
- PPE- overalls and safety shoes / boots

#### **1.4.1.14. Inspection checklist**

- Inspection sheets to be displayed in predetermined areas.
- Cleaner to do inspections as per check list and sign off.
- All the lists: cleaning check list, consumable list, equipment list, service sheet for SHE bins, waste removal/weight certificate, pest control (if done) to be submitted with the invoice on a monthly basis.

#### **1.4.2 Uniforms for the staff**

- All staff to be issued with appropriate PPE (Including boots, pants, winter clothing, gloves etc.)
- All staff to be clearly identified.
- The Contractor shall ensure that their staff appearance is neat at all times

#### **1.4.3 Customer survey**

Customer surveys shall take place between the Contractor and building users for continuous improvement. Building users shall send their feedback to the Contractor, and Service Manager. Contractor, and Service Manager shall address the concerns or areas for improvement from the building users.

### 1.5.1 General Cleaning and Gardening Services

**A daily cleaning and gardening service must be rendered.**

### 1.5.2 Floors Cleaning

Heavy duty industrial vacuum machine or scrubbing machines, etc. must be used.

- All Carpeted areas must be vacuumed **daily**.
- All non-carpeted areas [ramps, kitchen areas, stairways] must be washed/mopped **daily** and scrubbed **once a week**.
- Spot cleaning of carpets must be done when necessary.
- Stairways must be mopped/vacuumed **daily**.

### 1.5.3 Furniture / Upholstered Chairs and Couches, and Equipment (Daily)

- All furniture, pictures, top of office dividers, etc. to be dusted and polished.
- Telephones to be cleaned with a disinfectant (wet cloth).
- TV's and Computer equipment to be dusted with a feather duster or dry cloth.
- Upholstery of fabric chairs and couches to be vacuumed **once a week**.
- Couches and chairs upholstered with leather, to be properly cleaned with a soft cloth (**daily**) and to be treated with applicable leather cream, **once a month**.
- Clean all internal glass (e.g., booths) and all gaming machines, including front panels, sides and top.
- Wet wipe all skirting boards **once a week**.
- Dust all lamp shades and bulbs **daily**.
- Wet-wipe and polish all high-level shelves, bric-a-brac and books **once a week**.
- Wet-wipe window ledges **daily**.

### 1.5.4 Walls, Rooms, Doors, Handles and Handrails

- Walls to be spot cleaned up to reach height – **daily** (not allowed to use chairs or in appropriate ladders to clean certain heights).
- Windowsills to be cleaned with a wet cloth – **daily** (daily checklist shall apply).
- Skirting, including power skirting, to be cleaned and disinfected (wet cloth to be used) – **once a week** (register – Supervisor).
- Office Doors to be cleaned with disinfectant (Marks to be removed) – **daily** (daily checklist shall apply).
- All door handles to be cleaned with disinfectant – daily (daily checklist shall apply).
- All door handles to be polished – **once a week** (weekly register shall apply).
- All handrails on stairways/balustrade to be cleaned with disinfectant – **3x times a day** (daily checklist shall apply).
- Clean all door handles and entrance doors, including wooden rail, and skirting.

### 1.5.6 Waste Papers Bins (Daily)

- All waste papers bins to be emptied and washed with disinfectant – **twice a day** – to be fitted with plastic bags (hygiene) (daily check list shall apply).
- Refuse bags with refuse, empty boxes, etc. to be removed to refuse area and stacked in a tidy orderly manner. – twice a day (daily checklist shall apply).

### 1.5.7 Waste Disposal

- Empty and sanitize bins.
- Remove rubbish to waste area located outside the building next to the volleyball court, and place inside the waste bin provided by NTCSA.
- Trolleys to be cleaned and kept in the contractor storeroom.

### 1.5.8 Spot Cleaning

- Check all bathrooms **three times a day** and replenish toilet paper, liquid hand soap, toilet wipes and hand paper towels (daily checklist shall apply).
- Toilet bowls and hand wash basins to be spot cleaned **three times a day** (daily checklist shall apply).
- Reception area to be properly cleaned (furniture, floor, and counter) – **twice a day** (daily checklist shall apply).
- Emergency exits – to be cleaned daily. Areas are to be kept free from obstacles – **twice a day** (daily checklist shall apply).

### 1.5.9 Pause Area Services

- All containers (tea, coffee, sugar, and milk) are to be kept filled with ingredients **3x times daily**.
- Wash crockery & cutlery during the day and after lunches and clean and tidy the kitchen (kitchens to be always tidied).
- Responsible for ingredients and crockery issued to them.
- Kitchens and equipment to be always kept clean and neat - (daily checklist shall apply - morning and afternoon).
- Kitchen cupboards to be emptied and properly cleaned/washed and tidied – **once a week**.
- Fridges to be wiped – **daily** properly cleaned with disinfectant – **weekly** and defrosted – **once a month**.
- Microwave ovens to be properly cleaned – **daily**.
- All washcloths and towels to be always kept clean and hygienic – daily.
- Bins – empty bins regularly (**3 to 4 times a day**) and replace refuse bags (as needed).

### 1.5.10 Entrances

- Tiles and stairs to be swept and washed daily (daily checklist shall apply).
- Areas to be spot checked and tidied – **3 times per day** (Mondays to Fridays).
- Main entrance windows and doors to be washed **daily** up to reaching height – **3 times per week (early morning)**.

### 1.5.11 Windows & Walls at Reach (2m and below)

- Walls, mirrors, doors, and windows will be always kept clean as part of the cleaning duties.

### 1.5.12 General

- Clean and disinfect accessible surfaces of fixtures.



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- Where possible remove shower drains, traps on urinals and basins, gratings, and other parts so the unit can be cleared thoroughly.
- Wash all walls, partitions and floors surrounding the units.
- High pressure cleans all units to flush deposits or growths through the plumbing and into the main line.
- Issue a service certificate on completion of the work.
- Report all defective plumbing and sanitary fitments.
- All stairs including treads, risers, nosing banisters, balustrades, handrails, ledges and guards must be free from dust, debris, stains and marks.

#### 1.5.13 Ablution Block

- Toilet bowl to be cleaned and scrubbed with disinfectant **daily** (daily checklist shall apply).
- Hand wash basin to be cleaned and washed with a disinfectant **daily** and spot cleaned **once a day** (daily checklist shall apply).
- Taps and fittings, basin outflow (drain) to be washed and disinfected **once daily**, steel wool to be used to clear all alkaline deposits (daily checklist shall apply).
- Bathroom floors to be washed with disinfectant (no polish to be used) **daily** (daily checklist shall apply).
- Bathroom floors to be stripped – **once a month**.
- Walls to be spot cleaned with disinfectant – **daily** (daily checklist shall apply).
- Walls to have complete wash with disinfectant – **once a week** (weekly register shall apply).
- Doors to be disinfected and markings to be removed, door handles to be polished **3x per week** (weekly register shall apply).
- Shower to be cleaned and scrubbed with disinfectant **daily**.
- **Toilet bowls** - Descale and disinfect all surfaces and underneath flush rims. Chemically remove deposits from inside soiled pipes.

#### 1.5.14 Boardrooms/ Small meeting rooms

- Must be cleaned as per specification for the rest of the building – daily.
- Must be inspected for neatness and tidied where required pre and post use – daily.
- Vacuum boardrooms before 07h00 or after 16h00 depending on specific site requirements, these times may vary and shall be determined at kick off meetings – daily.

#### 1.5.14 Window Cleaning, Carpet Steaming & High-Level Cleaning

The frequency of cleaning will be as listed below:

- External Windows – quarterly
- Internal Windows – monthly
- Carpet Steam Cleaning – 2 times a year quick dry machines to be used, done on preferably on Saturdays, not during working hours unless arranged with Site Supervisor.
- Upholstery Cleaning – as and when required, but on weekends.

### **1.6 Incidental Cleaning**

All accidental and unforeseen occurrences to be attended to immediately. Availability to clean for functions and special occupations on request by the *Employer*.

### **1.7 Water Coolers**

- Ensure that water coolers are always filled with water.
- Ensure that water cooler bottles are always disinfected and kept in a hygienic state.

The Contractor undertakes to compensate NTCSA for any determination or award as well as all reasonable legal expenses incurred by the Employer to avoid or oppose such liability alleged by or on behalf of an employee of the Supplier. There will be no obligation on the Employer to oppose any proceedings resulting from such an alleged liability, but this does not detract from the Contractor's responsibilities in terms of this clause.

### **1.8 Inspection for the Work Areas and Surfaces**

Inspection to be carried out in accordance with the inspection list.

#### **1.8.1 Types of Cleaning Surfaces**

##### **1.8.2 General**

- Vinyl floors
- Stone Floors
- Ceramic tile floors
- Concrete floors
- Telephones
- Glass windows and doors
- Wastepaper Dustbin
- Entrance Mat Wells (vacuum)
- Light switches
- Carpets and Rugs (vacuum)

##### **1.8.3 Fire escapes**

- Handrails
- Landings, treads and rises.
- Doors
- Painted and tiled walls

##### **1.8.4 Tea and coffee areas**

- Glass doors and windows
- Aluminum railing

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- Plastic seats
- Chrome piping
- Tiled walls
- Stainless Steel Sinks and Taps

### 1.8.5 Toilets/Ablutions

- Dustbins
- Toilet bowls
- Basins
- Urinals
- Mirrors
- Fittings
- Tiled walls and floors
- Doors and partitions

### 1.8.6 EXTERNAL WINDOW CLEANING GREATER THAN A HEIGHT OF 3.3M (ON REQUEST)

MAJOR REQUIREMENT	SPECIFIC REQUIREMENT	AVAILABILITY / PERFORMANCE STANDARDS
<b>External Window cleaning greater than a height of 3.3 meters</b>	<p>1. Fully clean the outside of all window glass and frames, on specified buildings where the windows exceed a height of 3.3m.</p> <p>2. Windows are to be free of dust, fingerprinting, stains, markings.</p>	<p>No incidence of failing to clean the windows.</p> <p>No failure to leave windows (including frames) free of dirt and smears at the conclusion of each cleaning cycle.</p>

### 1.8.7 INTERNAL WINDOW CLEANING GREATER THAN A HEIGHT OF 3.3M (ON REQUEST)

MAJOR REQUIREMENT	SPECIFIC REQUIREMENT	AVAILABILITY / PERFORMANCE STANDARDS
<b>1. Internal Window cleaning greater than a height of 3.3 meters</b>	<p>1. Fully clean the inside of all window glass and frames, on specified buildings where the windows exceed a height of 3.3m.</p> <p>2. Windows are to be free of dust, fingerprinting, stains, markings.</p> <p>3. This must be carried out with strict supervision and in accordance with the Occupational Health and Safety Act.</p>	<p>No incidence of failing to clean the windows.</p> <p>No failure to leave windows (including frames) free of dirt and smears at the conclusion of each cleaning cycle.</p>

### 1.8.8 Equipment and Materials Lists with its lifespan

Equipment description	Equipment life span
Industrial vacuum cleaner	5yrs
Cleaning trolley	5yrs
Set of brush and dust pans	1 year
Multi-function cleaning trolley with gear-press	5yrs
Gear press mops	6 months
Household mops	6 months
Cleaning bucket	6 months
Further duster	1 year
3 step folding ladder	5 year
Trigger action spray bottles	5yrs
Lobby mops standard	6 months
Window cleaning toolkit	6 months
Micro Fibre Cloth	6 months
Dish cloth	6 months
Scrubbing brush	6 months
Floor warning safety signs	5yrs
Colour coded microfiber cloths (set of three)	6 months
Scourers	2 months

### 1.9 SANITARY HYGIENE BIN SERVICE

Provide a sanitary waste collection and disposal service, whereby sanitary bins are used to collect and store sanitary waste hygienically and safely. All sanitary services are to be performed in line with National Environmental Waste Management Act, 59 of 2008 and the By-laws of the local Municipality in which the site is located.

All bins, liners and cleaning materials/consumables must be provided by the Contractor as part of the service.

The bins are to be cleaned and disinfected to kill all bacteria and the bin liner needs to be replaced with each service.

All bins must be in a neat and working condition at all times. Bins must be replaced immediately if requested by the Service Manager.

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All sanitary waste to be removed discretely from each site. Waste Disposal Certificates must be supplied by the Contractor to the Service Manager. Failure to provide sanitary services in line with the specified frequency will be deemed as a non-compliance.

### 1.9.1 HYGIENE SERVICES

#### 1.9.2 SUPPLY AND DELIVERY OF HYGIENE CONSUMABLES

MAJOR REQUIRMENTS	SPECIFIC REQUIREMENTS	AVAILABILITY/ PERFORMANCE STANDARDS
<b>Hygiene Consumables</b>	<p>The <i>Contractor</i> will deliver hygiene and cleaning consumables quantities as per <i>Service Manager's</i> requirements. The quantities of consumables will be per site.</p> <p>The <i>Contractor</i> will manage and use the consumables in a cost effective and efficient manner and will put controls in place to minimize wastage and prevent theft of the consumables. Missing or shortage of consumables will be for the cost of the <i>Contractor</i>.</p> <p>All hygiene dispensers/equipment's &amp; consumables must be SABS approved.</p> <p>The Contractor shall be required to perform stock control of the consumables supplied and replenishment of consumable stock as required.</p>	<p>Failure to deliver consumables constitutes non-compliance.</p> <p>Delivery of consumables greater than the fixed amount constitutes non-compliance and will be for the cost of the <i>Contractor</i>.</p> <p>Failure to manage and keep consumables consumption records effectively, will constitute non-compliance.</p> <p>Consumable stock levels are to be monitored and requests for consumable stock to be made timorously.</p>

#### 1.9.2 REPLACEMENT OF HYGIENE EQUIPMENT (ON REQUEST)

MAJOR REQUIRMENTS	SPECIFIC REQUIREMENTS	AVAILABILITY/ PERFORMANCE STANDARDS
<b>1. Hygiene Equipment (as and when requested)</b>	The Contractor will inspect all hygiene equipment while performing their duties and report any defective or damaged equipment to the Service Manager. Replace and install (on	

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	request):  Hand Paper Towel Dispenser Wall Bin Soap Dispenser Air Freshener Toilet Roll Dispenser Seat Wipe Dispenser. She Bins, She Packet Holder. Urinal Spray Dispenser	
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### 1.5.3 DEEP CLEANING SERVICE (AS AND WHEN REQUIRED)

Item	Description	Frequency
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<b>Deep Cleaning</b>	<p>Provision to be made for deep cleaning in ablution facilities and bathrooms, as stipulated by the <i>Service Manager</i>.</p> <p>This function must be performed by a team with specialist knowledge and experience in Deep Cleaning.</p> <p>The use of a SABS approved liquid of acidic cleansing properties for the deep cleaning of toilets, shower cubicles, urinals, basins, bathrooms and any other ceramic or enamel surface to remove lime build-up, rust and urine marks and deodorizes.</p> <p>Descale and remove algae, bacteria and uric encrustations from all areas.</p> <p>Clean and disinfect both internal and external surfaces of the fittings.</p> <p>Remove trap where possible and clean/disinfect and clear away all waste around and inside the trap.</p> <p>Clear overflows and waste pipes of accumulated waste deposits.</p> <p>Clear and disinfect all taps, plugs, chains, outlets, channels and gullies.</p>	Failure to provide the service will result in non-conformance.
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#### 1.5.4 ADDITIONAL CONTRACT REQUIREMENTS

<b>Training / Skills Development</b>	The <i>Contractor</i> shall ensure that their staff: - have full knowledge of the Site as well as services/ facilities available at the Site; are able to pass the relevant information to the visitors or tenants whenever requested to do so.	Any staff of the <i>Contractor</i> who are found lacking in their knowledge of the site within reason, or who are found lacking in their ability to transfer this knowledge will be liable for a non- compliance.
	The <i>Contractor</i> shall ensure that all personnel involved in the provision of the services training to use equipment and chemical safely and properly.	Not more than 1 incident of failure to comply with this responsibility. Any complaints received from a customer may result in a non- compliance.
	<i>Contractor</i> must ensure their employees equipped with cell phones, which are fully operable during service hours.	Any Contractor employee not available during service hours must be addressed by Senior Management of the <i>Contractor</i> .
<b>Staff</b>	The <i>Contractor</i> shall ensure that its personnel only make use of facilities specifically provided to such personnel at the Site.	Any staff of the <i>Contractor</i> who is found using any facilities except those provided, for an unacceptable reason, shall result in a noncompliance.

	The <i>Contractor</i> shall report all personnel shortages to the NTCSA and provide replacement staff.	Personnel shortages must be reported prior to the commencement of any duty shift, or if such shortages only come to light during a shift, such shortage must be reported within 15 (fifteen) minutes of the <i>Contractor</i> becoming aware of such shortage. Replacement staff must be delivered to site within 2 hours of the shortage being reported to NTCSA.
	Full details of any member of staff must be provided by the <i>Contractor</i> at the request of NTCSA	Failure to provide details of a staff member as requested will result in a non-compliance.
	Staff will act in a responsible manner and will not compromise any security procedure applicable at the site.	Failure to act in a responsible manner will result in a non-compliance.
	No sleeping is allowed by the cleaner/gardener when on NTCSA site. Designated resting areas will be allocated to cleaner/gardener.	Any staff found sleeping on site, NTCSA reserves the right to instruct Contractor to remove from site.
<b>Reporting</b>	The monthly report must as a minimum include the following: consumable stock-count report; man-hour report; equipment breakdowns; and rectification report, schedules and duties performed, quality control report, customer complaints / compliments, staff disciplinary issues, as well as action plans to rectify any deficiencies.	No failure to provide relevant information in a clear and legible format. Format to be discussed and agreed with the Service Manager
<b>Contractor Facilities (where applicable)</b>	<p>The Contractor must ensure that the facilities made available to contractor, if applicable, for change room, storeroom are kept clean, tidy and to an acceptable standard.</p> <p>The Contractor must ensure that adequate lockable lockers are provided for each cleaner, these must be of an acceptable standard</p>	No failure to provide services as required. These facilities are to be always kept clean and hygienic
<b>Pay slips / Salaries</b>	<p>Each personnel (cleaner/gardener) to be issued with correct and detailed payslip on time for month-end.</p> <p>Salaries to be paid on time.</p> <p>Provident Fund Nomination Forms to be filled in and submitted within 3 months. Proof of compliance (Provident Fund and UIF) to NTCSA on request.</p>	Retention of 5% of monthly invoice which will be refunded annually in December (after submission of proof of compliance).

### 1.5.5 PEST AND RODENT CONTROL SERVICE



<b>MAJOR REQUIRMENTS</b>	<b>SPECIFIC REQUIREMENTS</b>	<b>AVAILABILITY/PERFORMANCE STANDARDS</b>
<b>Equipment / Bait Stations / Service</b>	<p>The Contractor shall: - ensure that all pest control equipment used in the provision of the service are branded and in good working condition with no parts missing; inspect the pest control equipment to ensure compliance with this responsibility; repair or replace all pest control equipment to the extent required to comply with the responsibility stipulated in this agreement.</p> <p>Service Provider to take pictures of beehives and wasp nests and send to Service Manager as evidence before the service is rendered.</p> <p>The Contractor will inspect all pest control equipment while performing their duties and report any defective or damaged pest control equipment to the NTCSA Department.</p> <p>A register shall be kept of all service equipment for random inspection/physical/ operational checks.</p> <p>All pest control services are to be performed as per stipulated frequencies.</p> <p>Recording sticker to be attached and updated to every bait station to be serviced. Dusting powder and gel bait stations to be used plus insect monitors if necessary.</p> <p>Service report to be completed and signed off on site - original copy to be left on site.</p> <p>The Service must comply with:</p> <p>SANS 10402:2013-TheApplication of Fumigants.</p> <p>SANS 10133:2011 - The Application of Pesticides in Food</p>	<p>No incident of failure to comply with this responsibility and/or service level may be determined during the currency of this agreement</p> <p>Failure to submit shall result in non-compliance.</p> <p>Failure to produce proof of inspection, on request, shall result in a non-compliance</p> <p>Any Contractor who fails to submit the completed and updated register with the monthly report may result in non-compliance.</p> <p>Failure to provide pest control service in line with the frequencies will be deemed as non-compliance. Service Report on site</p>

	Handling, Food Processing and Catering Establishments	
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### 1.5.6 GARDEN SERVICE IF REQUIRED

MAJOR REQUIREMENT	SPECIFIC REQUIREMENT	AVAILABILITY / PERFORMANCE STANDARDS
<b>1. Garden Equipment</b>	<p>a. The <i>Contractor</i> shall, as per the contract acquire, maintain, replace and or replenish all equipment required to provide the Service.</p> <p>b. The <i>Contractor</i> shall provide at minimum the following equipment for the Service: Bush cutters (as per request), lawn mowers (site specific), rakes, wheelbarrows, garden and pavement brooms, spades, garden forks, blowers, tree trimmers, hedge clippers, refuse bags, etc.</p> <p>c. The <i>Contractor</i> shall ensure that all equipment used in the provision of services are branded and in good working condition with no parts missing. Inspect the equipment to ensure compliance with this responsibility; repair or replace all equipment to the extent required to comply with the responsibilities stipulated in this agreement.</p> <p>d. The <i>Contractor</i> shall inspect all equipment to ensure the above responsibilities are complied with.</p> <p>e. A register shall be kept of all equipment for random inspection/physical/operational checks</p> <p>f. Lawn mowers will have a bin to catch all grass cuttings.</p> <p>g. All equipment will be utilized to correlate with the requirements of the Occupational Health and Safety Act.</p>	<p>No incident of failure to comply with this responsibility may be determined during the period of this contract.</p> <p>Failure to produce proof of inspection, on request, shall result in non-compliance.</p> <p>Any <i>Contractor</i> who fails to submit the completed and updated register with the monthly report may result in non-compliance.</p>
<b>2. Lawns</b>	<p>a. Lawn areas are to be cut regularly. After mowing, some grass cuttings may be utilized as green mulch to all garden areas. Clippings are to be spread neatly across the beds.</p> <p>b. All areas where lawn borders onto kerb or footpaths are to be trimmed to a line running down the back edge of the kerb or the edge of the footpath.</p> <p>c. No edges are to be cut using spade</p> <p>d. Brush Cutters - Not less than 50mm and not more than 100m.</p>	No encroachment to be allowed.

	<p>e. Push mowers - Not less than 20mm and not more than 40mm</p> <p>f. Localized areas where grass growth has been poor through lack of water or where the soils have been compacted are to be aerated at regular intervals. This operation is to be carried out after the areas have been thoroughly watered.</p> <p>g. The grass against the perimeter fence as well as around buildings, manholes, paths, concrete or brick structure, flower beds etc. is to be trimmed and shall be considered as part of the grass cutting operation.</p>	<p>Only edge trimmers or shears may be used</p> <p>No localized areas where grass growth has been poor through lack of water or where the soils have been compacted.</p>
<b>3. Cultivation and Weeding</b>	Hand weeding is to be carried out on a regular basis. All root growth is to be removed.	Garden must be weed free.
	Broad-leaved weeds are to be controlled utilizing the correct herbicide.	No spraying is to be undertaken in the narrow lawn areas where desirable plants may be damaged. Any plants damaged by the <i>Contractor</i> will be replaced by the <i>Contractor</i> .
	Herbicides are to be applied in accordance with the manufacturer's specifications and are to be carried out by a competent person wearing the correct protective clothing.	No more than two complaints during the duration of the contract.  To wear correct PPE: gloves, goggles, Bayonet Reusable Respirator Mask
	The <i>Contractor</i> shall always endeavour to use environmentally and bio-degradable products.	The <i>Contractor</i> is to provide relevant information on products used. Failure to comply will result in a non-compliance
	The <i>Contractor</i> is to be in possession of the relevant certificates and is to ensure that the handling of all hazardous chemical substances, including fertilizers, is strictly in accordance with the Regulation for Hazardous Chemical substances framed under the OSH Act No. 85 of 1993. All Hazchem data sheets are to be forwarded for all chemicals used.	Hazardous chemical data sheets submitted. Monthly report, indicating chemicals utilized during the month per site.
	All empty herbicides & fertilizer containers are to be immediately disposed of off-site in accordance with the relevant laws, by-laws, and regulations.	

	All areas of paving are to be kept free of weeds and algae at all times. This will involve both hand weeding and the careful application of selected herbicides such as "Roundup" or "Ridder".	Any damage caused to the paving or planting as a result of the above work are to be repaired by the <i>Contractor</i> at his own cost
	Care must be taken to avoid damage to plants and plant roots during the cultivation process. Cultivate to ensure a loose, surface with no compaction.	Should any plants die due to poor cultivation, their replacement will be for the account of the <i>Contractor</i> .
	As part of the cultivation process, any area where die back has occurred historically or occurs naturally, are to be replanted by division, using the plant type originally present in the area, if the plant type allows	
	Under no circumstances are line trimmers (weed-eaters) to be utilized around the base of trees. Stem protectors must be installed to all trees in general lawn areas.	Any tree dying due to damage by line trimmers is to be replaced by the <i>Contractor</i> at his own cost.
<b>4. Pruning</b>	<ul style="list-style-type: none"> <li>a. All trees and shrubs to be pruned on a regular basis.</li> <li>b. All trees within parking areas to be kept at least 3m above ground where size allow, where vehicles park under trees.</li> <li>c. General pruning is to be carried out throughout the year. Ground covers are to be cut back from bed edges and shrubs generally pruned as and when necessary.</li> <li>d. Any growth of branches etc. overhanging roofs of buildings, walls, fences, carports, etc., which can cause damage or the depositing of leaves etc. in storm water gutters or on roofs is to be regularly trimmed. Any growth of any plants which can cause damage to fence or compromise security causing an obstruction of vision, is to be removed</li> <li>e. All garden refuse generated during pruning is to be removed from site monthly.</li> </ul>	<p>No failure of pruning.</p> <p>No more than 1 tenant and public complaint per week per property.</p> <p>No failure of pruning</p> <p>No growth of branches etc. overhanging roofs of buildings, walls, fences, which can cause damage to the structures. No growth of any plants, which can compromise security by causing obstruction of vision.</p> <p>No rubbish on site</p>
<b>5. Stakes &amp; Ties</b>	<ul style="list-style-type: none"> <li>a. All trees shall be checked once a week and after all storms, to ensure that the stake is firm and that the tree is adequately tied at the top and bottom of the stake.</li> <li>b. Damage to trees caused by chafing on stakes will not be permitted.</li> </ul>	

	Damage to trees caused by over tight ties will not be permitted; ties shall be loosened or tightened as and where required.	
<b>6.Pests</b>	<p>f. The <i>Contractor</i> is to constantly monitor for pests through the garden and to treat accordingly.</p> <p>g. Natural organic pesticides should be used. Should these fail only then should inorganic chemical pesticides be used. Application of the pesticide is to be carried out fully in accordance with the manufactures' specifications by competent person. The relevant laws, bylaws and regulations referring to the handling, of hazardous substances and the safe disposal of containers are to be adhered to all times. <i>Contractor</i> will adhere to strictly all conditions stipulated in Fertilizers, Farm Feed s, Agricultural remedies act, Act No. 36 of 1947 and all amendments to the Act.</p>	
<b>7.Leaf litter and garden refuse removal</b>	<p>a. The <i>Contractor</i> shall be responsible for the removal of the day-to-day refuse accumulated during the maintenance process.</p> <p>b. All roads, pavements and pathways are to be kept swept and clean. This is applicable to both the interior and exterior of the site.</p>	<p>All refuse generated is to be removed from site monthly.</p> <p>No exception will be tolerated for his failure to comply with this requirement.</p>
<b>8. Water and Irrigation</b>	<p>a. The <i>Contractor</i> shall be solely responsible for ensuring that all areas of planting receive the amount of water specified herein, taking into account the extent and type of irrigation present on site.</p> <p>b. The <i>Contractor</i> is responsible for providing all necessary hoses, sprinklers and fittings to carry out the above.</p> <p>c. Those areas not covered by the irrigation system are to be hand watered.</p>	<p>No exception will be tolerated for his failure to comply with this requirement</p> <p>All equipment provided by the <i>Contractor</i> will be in a working condition at all times.</p> <p>All areas of garden are to receive an adequate supply of water as necessary in both the summer and winter months.</p>
<b>9. Irrigation Maintenance</b>	<i>Contractor</i> is to ensure that the entire irrigation system on all properties is fully functional. All defects must be reported to NTCSA. Any damage caused by negligence by <i>Contractor</i> will be for the cost of the <i>Contractor</i> .	All defects on the irrigation system must be reported to the call centre within 24 hours identifying the defect. The first three months of the contract a detailed audit must be compiled and submitted to NTCSA identifying any damage to such system.

<b>10. External of buildings</b>	The external fabric of the building will be cleaned to a height of 3.3 meters to maintain the external appearance.	Ensure the building is cleaned regularly and free of dirt and removable marks and stains
<b>11. PPE</b>	Uniforms, garden gloves, raincoats (strictly for gardeners), safety shoes, ear plugs, goggles, dust masks, kneecaps, Bayonet Reusable Respirator Mask, Acid resistance overalls	

### 1.5.7 SUMMART TABLE OF FREQUENCY OF SERVICE

<b>Offices /Boardrooms / Consultation Rooms / Server room / Pause Areas Etc.</b>	<b>Frequency</b>
All wastepaper bins to be emptied and washed with disinfectant	Daily
Dusting	Daily
Cob/Spider webs	Weekly
Computer Screens	Daily
Switches	Daily
Phones	Daily
Keyboards	Daily
Electrical Outlet	Weekly
Floor	Daily
Kitchen Trash	3 x Daily
Walls spot cleaned with disinfectant	Monthly
Curtains Vacuum	Monthly
Window Blinds	Monthly
Doors to be disinfected and markings to be removed	Weekly
Carpeted areas must be vacuumed	Daily
Upholstery of fabric chairs and couches to be vacuumed	Weekly
Couches and chairs upholstered with leather, to be cleaned	Weekly

Skirting, including power skirting, to be cleaned and disinfected	Weekly
All door handles to be cleaned with disinfectant	Daily
<b>Building Internal</b>	
Tiles and stairs to be swept and washed	Daily
Handrails to be wiped	3 times a day
Main entrance windows and doors to be washed	Daily
Carpeted areas must be vacuumed	Daily
Non-carpeted areas must be washed/mopped	Daily
Stairways must be washed/vacuumed	Daily
Skirting, including power skirting, to be cleaned and disinfected	Weekly
All door handles to be cleaned with disinfectant	Weekly
All wastepaper bins to be washed with disinfectant	Daily
Reception area to be properly cleaned	3 times a day
<b>Bathrooms</b>	
Trash bags	Daily
Toilet bowls and hand wash basins to be spot cleaned	3 times a day
Counter & Sink	Daily
Mirrors	Daily
Trash bins	Daily
Floor scrub	Daily
Toilet Paper	Monday
Hand Soap Refilled	Daily
Toilet seat wipes	Daily
Taps and fittings, basin outflow	Daily
<b>Kitchen Cleaning</b>	
Microwave	Daily

Dishes	Daily
Refrigerator	Daily
Refrigerator Inside	Weekly
Cabinets	Weekly
Cabinets Outside	Weekly
Sink	Weekly
Countertop	Weekly
<b>Waste Disposal / Waste receptacles</b>	
Empty and clean large wastepaper containers	Daily
Empty and clean desk bins ensuring liner is intact (560 x 660 mm) (clear)	Daily
Empty and wash external Bins	Daily
Empty and clean ash tray in smoking areas	Daily
Waste bins may never be more than 60% full. Compaction and waste disposal areas must be hygienically maintained and free of litter and smells	Daily
Remove all waste collected to designated bulk garbage containers without delay	Daily
NB: No waste to be stored in the cleaning cubicles, serviced ducts, passages or in loading bay	Daily
All trash shall be deposited in the outside trash collection containers/skips. Recyclable material must be sorted and deposited into the relevant recycling bins/containers.	Daily
NB Contractor shall assist the Employer in ensuring optimal recycling efforts (where applicable)	
<b>Storerooms (If available)</b>	
Sweep and mop floors	Weekly
Keep shelves /items dust free	Weekly

## 1. Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
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TX	Transmission
ISO	International Organisation for Standardization
OHS Act	Occupational Health and Safety Act
PPE	Personal Protective Equipment
RE	Real Estate
SHE	Safety, Health and Environmental
SABS	South African Bureau of Standard
SANS	South African National Standard
NTCSA	National Transmission Company South Africa

## 2 Management strategy and start up.

### 2.1 The Contractor's plan/methodology for the service (if required)

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

- Health and safety management
- Time management
- Communication management
- Environmental management
- Quality management
- Emergency response
- Supplier management
- Stakeholder management
- Cost management
- Material management
- Access arrangement
- Criminal management
- UIF and COID Payment
- Housekeeping management
- Delivery management or arrangements
- Site inspection and supervision

### 2.2 Management meetings

Quarterly meetings' shall take place on site (face-to-face) or via Ms Teams to discuss all issues or plans for all perimeters for the contract (quality, environment and health and safety). Quarterly meetings preferred at the start of each quarter for the good planning of activities on site. The Employer can request the 'Emergency Meeting' at any given time if there are serious issues or risks that can affect the service delivery for the contract. All meetings shall be chaired by the service manager/supervisor. Ms Teams can be used as alternative platform due to unforeseen and other circumstances or very urgent issues e.g., Emergency Meeting, etc.

All meetings shall be recorded in the form of minutes or a register prepared and circulated by a person who convened the meetings. The 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 condition of contract to carry out such actions or instructions.

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	As and when required, and as per Clause 16.2 of this contract	TBC or Ms Teams	All relevant stakeholders (Employer and Contractor)
Overall contract progress and feedback	On quarterly basis	TBC or Ms Teams	<i>All relevant stakeholders (Employer and Contractor)</i>
Ad hoc meetings	As and when required	TBC or Ms Teams	<i>All relevant stakeholders (Employer and Contractor)</i>

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.

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

### **2.3 Contractor's management, supervision and key people**

The Contractor is required to hire experienced cleaner and gardener with a proven track record in cleaning gardening environment. These resources must possess a minimum of five years of experience in performing cleaning and gardening services. Prior to deployment on-site to provide training records, and curriculum vitae of the team must be submitted to the Service

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Manager for approval. The Contractor must always maintain daily attendance registers and make them available to the Service Manager upon request.

### **2.3.1 Annual, Sick, Maternity, and Family Responsible Leave and Absenteeism**

The Contractor shall arrange a reliever(s) to cover any of the above-mentioned absenteeism, and the Contractor shall be accountable for the payment or salaries or wages for the relievers. A reliever should be brought to site within 2 hours of becoming aware of shortage (reported by NTCSA to him i.r.o shortage).

### **2.3.4 Contractor's Responsibility**

- The Contractor shall conform with NTCSA Standard "Occupational Health Contractors Reference ESKASAAP4.
- The Contractor must comply with the Occupational Health and Safety Act, all applicable regulations and Compensation of Occupational Injuries and Diseases Act.
- The service provided shall be registered for UIF, Provident Fund and Workman's Compensation and up to date for payments, and the Contractor shall submit to the Employer monthly report for its status from the institutions meant for the above-mentioned funds.
- Health and safety and Environmental induction is compulsory prior the start of work for each site.
- Workers shall have valid medical certificate of fitness from the occupational health practitioner.
- The Contractor shall ensure the submission of man hours at specified time to the Employer.
- The Contractor shall be responsible for buying at its cost all the cleaning consumables at (cloths, mops, scrubbers, scribes, brooms, cleaning chemicals) that lost on site on its hands.

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

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

## **2.4 Provision of bonds and guarantees**

Not Applicable

## 2.5 Documentation control

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

## 2.6 Invoicing and payment

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

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

- Name and address of the Contractor and the Service Manager.
- The contract number and title.
- Contractor's VAT registration number.
- The Employer's VAT registration number 4740101508.
- Description of service provided for each item invoiced based on the Price List.
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT.
- Electronic submission of invoices via email
- Signed service delivery note(s) must accompany the required invoice(s) for payment.
- Invoices and Additional Information

### Invoices and Additional Information

- NTCSA order number must be clearly indicated on the invoice with the line number on the order for billing.
- Only PDF invoices must be submitted.
- Each PDF file should contain one invoice, one debit, and credit note only as NTCSA's SAP system does not support more than one PDF being linked into workflow at a time.
- Only one PDF file per email (one invoice or debit note or credit note).
- Send all invoices in PDF straight from your system to an NTCSA email address (see the email address below).
- When it comes to foreign invoices, Contractors will be required to physical deliver the hard copies of original documents to the respective documentation management centre's – though invoices emailed. NTCSA is still seeking clarity from the South African Reserve Bank for foreign invoices and currency. Current requirements are that these manual

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invoices should be submitted. Invoice copy can be sent to the email address indicated below.

- All submitted invoices electronically must comply with the Tax Requirements.
- If there is a Cost Price Adjustment on the invoice, NTCSA recommends separate invoice for CPA to avoid delays on payment, if there are issues for the CPA.
- Introduction of electronic invoicing does not guarantee payment but will ensure visibility of all invoices and ensure that no invoices get lost. If the goods receipt is not done, the invoice will be parked, and the system will automatically send an email to the end user to do good receipt. This is also tracked by NTCSA through the park invoice report.
- The service provider can request a park invoice report from the Finance Shared Services (FSS) contact centre which can then be followed up and corrected.
- The service provider is welcome to forward the details of invoices corrected to the FSS contact centre.
- All invoices for payment must be submitted to [Invoicesntcsalocal@ntcsa.co.za](mailto:Invoicesntcsalocal@ntcsa.co.za)

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

All queries and follow-up on invoice payments should be made by contacting the FSS Contact Centre at +27 11 800 5060 or email [fss@ntcsa.co.za](mailto:fss@ntcsa.co.za)

Introducing electronic invoicing does not guarantee payment, but will ensure visibility of all invoices as well as ensure that no invoices are lost. If the Goods Receipt (GR) is **not** done, the invoice will be parked and the

system will automatically send an email to the end user to do the GR. This is also tracked by NTCSA through the parked invoice report.

## **2.7 Contract change management**

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

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

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

## **2.9 Insurance provided by the Employer**

Refer to data by Employer Z12

## **2.10 Training workshops and technology transfer**

- Specialized training certificates for general workers
- Hazardous chemical substance training certificate

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- HIRA certificate
- Health and Safety Representative Certificate
- Oil Spillage Training
- Proof of training for use of equipment's

## **2.11 Design and supply of Equipment**

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

## **2.12 Things provided at the end of the service period for the Employer's use**

### **2.12.1 Equipment**

At the end of the contract, all the equipment's and consumables purchased through the contract by the *Contractor* must be handed over to the *Service Manager* and should not be removed from site by contractor employees.

### **2.12.2 Information and other things**

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

- Consolidated health and safety file
- Employers' investigation reports and all supporting documents
- All contracts reports in relation to this service contract
- All historical invoicing and the signed delivery notes for the service
- All defined cost documents
- Summary of lessons learned during the contract period.
- Summary of training undertaken by the Contractor's employees over the duration of the contract.
- Copy of all monthly reports.
- Summary of all quantity of items supplied by Contractor as per the Price List for the duration of the contract.

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

- The Contractor shall receive a Purchase Order instead of the task order on monthly basis for the purpose of using the PO number on their invoice.
- Other than emergency work requests, no works shall proceed without an approved purchase order.
- Discretion of the Contractor and Supervisor shall apply in determining and interpreting emergency requests to ratify works done without an approved purchase order.

The Contractor will not be compensated for works that proceed without an approved task order unless the task order is ratified at the discretion of the Service Manager. Reasons shall be in

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writing to the Contractor to request ratification for compensation events with any works done without the approved task order.

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

#### **3.1 Health and safety risk management**

This OHS Specification is Eskom minimum requirements which are required to be met for the specific contract and for the duration of the contract period by contractors and where required, the delivery organization.

The contractor is expected to develop a SHE plan which meets these requirements as well as relevant and other legal and other requirements applicable to the issued scope of work. NTCSA in no way assumes the contractor's legal responsibilities. The contractor is and remains accountable for the quality and the execution of his/her health and safety programme for his/her employees and appointed contractor employees. This OHS Specification reflects minimum requirements and should not be construed as all encompassing.

#### **3.2 Roles and Responsibilities**

##### **3.2.1 Appointed contractors and sub- contractors**

**Note 1:** Most of the roles and responsibilities listed apply to both appointed contractors and any sub- contractors. Where some of the listed do not apply to both, then the specific responsibilities will be listed and titled. The contractors shall:

- 1) Carry out all duties as listed in section 8, 9 and 10, the various other regulations that form part of the OHS Act.
- 2) Carry accountability and responsibility for the safety and health of their employees and their sub- contractors within their working area, as contemplated by section 37(2) of the OHS Act;
- 3) Not victimize or dismiss employees, by virtue of the employees divulging health and safety information or suspecting such information has been divulged, in the interests of health and safety requirements;

**Note** should the appointed contractor or his/her sub- contractors entertain visitors on site, they will be held responsible for the provision and wearing PPE.

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NTCSA will not tolerate the presence of anyone who is or who appears to be under the influence of alcohol or any other intoxicating substance whilst performing work for them or on any work site.

### 3.4 Legal Compliance

#### 3.4.1 Section 37(2) (Legal) Agreement

A section 37(2) agreement must be signed between NTCSA and the appointed contractor at the time of awarding the contract. The appointed contractor must ensure that a section 37(2) agreement is compiled between the appointed contractor and all their sub-contractors for the contract. The original copy of the section 37(2) Agreement must be retained by the contractor and a copy retained by the responsible contract manager. A copy of all the agreements must form part of the respective appointed contractor's SHE file.

**Note:** *The agreement must be signed by both parties i.e Contract Manager and the Appointed Contractor. The authorization shall not be issued to the appointed contractor without the signed 37(2) document.*

#### 3.4.2 Site Access requirements

The Safety file package must be submitted to the OHS department electronically before the successful Contractor commences with any work, the Contract Manager shall ensure that;

- A copy of the OHS Specification document is in the possession of the principal contractor as well as the ESKOM baseline risk assessment.
- The person responsible of the contracting company and the contract manager/contract manager have signed the ESKOM section 37 (2) agreement.
- The appointment of the appointed Contractor has been concluded and signed by the Contractor and Appointed Contract Manager.
- The Contractor to provide and ensure that its employees under gone police clearance prior accessing the site.

#### 3.4.3 COID

The appointed contractor and all his/her sub- contractors shall be registered and in good standing with compensation fund or with a licensed compensation insurer as contemplated in the compensation for occupational injuries and diseases Act , 1993 ( Act No. 130 of 1993). The obligation lies with the contractors to ensure that the LoG remain valid throughout the contract period. A copy of the LoG must be filed in the contractor SHE files.

#### 3.4.5 Eskom Life-saving Rules

- 1) Five Life-saving rules have been developed that will apply to all NTCSA Employees, agents, consultants, and **contractors**. Failure to adhere to these rules by any Eskom



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employee or employee of a Appointed Contractor or sub- contractor will be considered a serious transgression. These rules are being implemented to prevent serious injury or death of any employee, labour broker or contractor working in any area within Eskom.

- 2) If any contractual work will be performed on any Eskom premises (including delivery of any product), then the rules **shall be obeyed** by any contractor and their employees.

**The rules are:**

Rule 1: Open, Isolate, Test, Earth, and create an equipotential zone before touch

Rule 2: Hook Up at Height

Rule 3: Buckle Up

Rule 4: Be Sober

Rule 5: Ensure that you have a permit to work

Rule 6: Ensure safe Live Working

Non-compliance to a Life Saving rule will be considered serious misconduct and will lead to serious disciplinary action, which may include dismissal.

This is to ensure that **every person** who works on or visits an NTCSA **returns home safely to his or her family**

### **3.4.6 Substance Abuse**

- 1) Alcohol and substance abuse poses a significant threat to any business, more so in industrial incidents and the driving of vehicles. Eskom is therefore, entitled to take reasonable steps to ensure that intoxicated persons are identified and prevented from entering Eskom.
- 2) General Safety Regulation 2A is clear on the legal stance regarding intoxication.
- 3) The alcohol and drug permissible level is 0%.
- 4) All contractors shall comply with Eskom's procedure 32-37 ("Substance Abuse Procedure"), taking into account that this is an Eskom Life-saving Rule number 4: BE SOBER", this means anyone entering the Eskom will be subjected to ad hoc alcohol testing.
- 5) Contractors are encouraged to compile their own manual and to carry out regular alcohol testing of their own employees. The legislative alcohol level is deemed to be zero.
- 6) Test records must be treated as "Confidential" and filed in the employees' personal file.

### **3.4.7 Risk assessment (refer sec 8 & 9 of the OHS Act)**

It is a legal requirement in terms of Section 8 (2)(d) of the OHS Act for an employer to carry out risk assessments, to establish which risks and hazards are attached to the health and

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safety of persons due to any work which is performed, any article or substance which is, handled, stored, transported.

The appointed contractor shall develop a Risk Assessment in line with Section 8 (2)(d) of the OHS Act, in alignment to Eskom 32-520 procedure. Emerging risks and hazards must be managed during the duration of the contract. This means that if there are significant changes to a process or activity, or any new process, then these should also be subjected to risk assessment. All risks must be rated. Activity based risk assessments shall be conducted by a competent person of the Appointed Contractor.

### **3.4.8 Hazardous Chemicals**

Contractors who carry out work on site which may include the use, handling and storage of Hazardous Chemical Agents that employees may be exposed to shall ensure that their requirements of the Hazardous Chemical Agents regulations are complied with. Contractor to ensure the appointment of Hazardous chemical agent controller. Also to ensure the allocated chemical storeroom complies with the requirements highlighted in Hazardous Chemical Agents regulations.

### **3.4.9 Housekeeping and Order**

- 1) Prompt disposal of waste materials, scrap and rubbish is essential.
- 2) Cleaning materials/objects shall not be left unsecured in elevated areas –falling objects may cause serious injuries/fatalities.
- 3) All packaging material including boxes, equipment, etc. to be removed from the work area immediately.
- 4) On completion of his / her work, the contractor is responsible for clearing his/her work area of all materials, and building bases to the satisfaction of the client/agent.
- 5) The Contractor shall carry out regular safety/housekeeping inspections (at least quarterly) to ensure maintenance of satisfactory standards. The appointed contractor shall document the results of each inspection and shall maintain records for viewing.

### **3.5 Tools and Equipment**

- 1) Contractors shall ensure that all tools and equipment are identified, safe to be used and is maintained in a good condition. There must be separate equipment for ablution facilities, offices and kitchen areas.
- 2) Contractors shall ensure that all tools and equipment are listed on an inventory list, be regularly inspected at least monthly or as required by legislation and risk assessments.
- 3) The equipment should be numbered or tagged so that it can be properly monitored and inspected.

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- 4) All tools that emit noise shall be avoided in office areas and use silent equipment i.e vacuum cleaner, and must be clearly marked with the emitted noise levels
- 5) Where applicable, tools and equipment must have the necessary approved test or calibration documentation prior to being brought onto site and the records shall form part of the SHE file. Maintenance calibration shall be undertaken in terms of the manufacturer's requirements.
- 6) NTCSA reserves the right to inspect tools or items of equipment brought to site by contractors for use on this contract.
- 7) Should NTCSA personnel find any item that is inadequate, faulty, unsafe or in any other way unsuitable for the safe and satisfactory execution of the work for which it is intended, the NTCSA personnel shall advise the contractor in writing and the contractor shall forthwith remove the item from site and replace it with a safe and adequate substitute.

**Note:** In such cases, the contractor shall not be entitled to extra payments or extensions of time in respect of delay caused by NTCSA's instructions.

- 8) Where defective tools and equipment's are identified, such tools and equipment shall be removed out of site immediately, locked away to prevent further use until such time as the tool or piece of equipment has been repaired.
- 9) Contractors shall ensure that the appropriate records are kept for all tools and equipment used on the contract. Such tools and equipment's shall be subjected to regular inspections.

### **3.5.1. Smoking**

The national smoking policy must be adhered to. At Eskom premises, smoking is permitted in designated areas only (Eskom Smoking Procedure 32-36).

### **3.5.2 Cellular Phones**

The national requirements regarding the use of cellular phones must be adhered to, in particular when driving and or operating mobile equipment and or machinery.

### **3.5.3 Medicals**

NTCSA will only accept medical surveillances conducted by an Occupational Health Practitioner who holds a qualification in occupational health.

- 1) Appointed contractors must ensure that their employees have a medical surveillance program whereby their employees under go entry, periodic and exit medical fitness examinations.

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- 2) In order for the appropriate medical examinations to be conducted, each employee must have a man job specification, which must indicate the description of work, list of hazards and potential occupational exposure limits, physical hazards and required physical attributes.
- 3) Medical fitness certificates shall be renewed annually for employees who are working on site. This shall be maintained until completion of the contract.

### **3.5.4 Personal Protective Equipment Requirements**

2. Appointed contractor must issue PPE that will enable their workers to carry out their duties on daily basis, taking into consideration their Baseline Risk Assessment and the seasons of the year, summer, and winter seasons, to protect employees against the hot and winter conditions.
3. Additional PPE shall be identified from task risk assessments for specific areas and tasks.
4. Where PPE is required and reliever are not in possession of, then it is the individual contractor's responsibility to provide the PPE.
5. All PPE purchased and used by all contractor employees including reliever must comply with the relevant SANS standards.

### **3.5.5 Hours of Work**

The requirements of the Basic Conditions of Employment Act, Chapter Two "Regulation of Working Time" must be adhered to. All contractors are required to maintain an accurate record of time worked by each employee.

### **3.5.6 Normal work**

All work conducted on site shall fall within the legal requirements in accordance with the Basic Conditions of Employment Act. Contractors will notify the Site Supervisor or contract manager of any work that needs to be performed after hours according to the agreed arrangements. (The application needs to be submitted timeously). Where applicable, the notification should include proof of application, for overtime, to the Department of Labour and /or the letter of approval from the Department of Labour.

### **3.5.7 Overtime**

When overtime is required to be performed, the sub-contractors shall inform the appointed contractor of such an action. The appointed contractor shall inform the contract manager of such a function. Contractors should be aware of the effects of human fatigue and regulate overtime accordingly. The baseline risk assessment must be reviewed to include the management of overtime work.

### **3.5.8 Omissions from Safety and Health Requirements Specification**

By drawing up this OHS Specification has endeavored to address the most critical aspects relating to SHE issues in order to assist the contractor to adequately provide for the health and safety of employees on site.

Should NTCSA not have addressed all SHEQ aspects pertaining to the work that is tendered for, the contractor needs to include it in the SHE plans and inform NTCSA of such issues when signing the contract.

The contractor must submit their monthly safety statistics/man hour on the last day of the month at the OHS department.

### **3.5.9 Contract Sign-Off**

On completion of the contract the contractor shall close out its contract documentation; SHE files and forward such to the NTCSA site supervisor.

### **3.3 Environmental constraints and management**

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

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

### **3.4 Quality assurance requirements**

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

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

## **4 Procurement**

### **4.1 People**

4.1.1 Minimum requirements of people employed

### **4.1.2 BBBEE and referencing scheme**

### **Job Opportunities**

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

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

#### **4.1.3 Accelerated Shared Growth Initiative – South Africa (ASGI-SA)**

Not applicable

#### **4.2 Subcontracting**

##### **4.2.1 Preferred subcontractors**

Not applicable

##### **4.2.2 Subcontract documentation, and assessment of subcontract tenders**

Not applicable

##### **4.2.3 Limitations on subcontracting**

Not applicable

##### **4.2.4 Attendance on subcontractors**

Not applicable

#### **4.3 Plant and Materials**

##### **4.3.1 Specifications**

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

##### **4.3.2 Correction of defects**

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

##### **4.3.3 Contractor's procurement of Plant and Materials**

The Contractor must purchase the equipment and materials in good faith, and for mutual benefit for both parties. The Contractor shall purchase all materials and equipment from the accredited Supplier. All chemicals shall always come with its safety data sheets, and all chemicals' materials arrived on site shall conform with global harmonized system requirements. The Contractor shall remain the sole responsibility to procure plant and

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materials for the reasonable and acceptable quality. The Employer can request at any time the data sheet and proof of purchase for the equipment purchased and supplied on site for usage. Guarantees and warranties certificate may also be required for any equipment and material supplied by Contractor to the Employer.

#### **4.3.4 Tests and inspections before delivery**

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

#### **4.3.5 Plant & Materials provided “free issue” by the *Employer***

None

#### **4.3.6 Cataloguing requirements by the *Contractor***

Not applicable.

### **5 Working on the Affected Property**

- Scheduled work should take place during the week and during normal working hours only (except where necessary arrangements were made).
- Transmission has buildings that are classified as National Key Points (NKP). Contractor employees must go through vetting process and submit criminal clearance certificates to ensure compliance with NKP Act.
- Security reserves the right to search every delivery vehicle coming in and out of site, all material needs to be declared before coming in on site.
- Medical certificates of fitness that are valid must be part of the safety file package including identification documents of the employees.
- Non-compliance to a Life Saving rule will be considered serious misconduct and will lead to serious disciplinary action, which may include dismissal.
- All Contractors shall comply with NTCSA's procedure 32-37 (“Substance Abuse Procedure”), taking in to account that this is an Eskom Life-saving Rule number 4: BE SOBER”), this means anyone entering the Eskom will be subjected to Ad hoc alcohol testing.
- The alcohol and drug permissible level is 0%.

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

The appointed contractor shall ensure that all his / her employees undergo police clearance surveillance and induction as per site specific with regard to the approved project SHE Plan, general hazards prevalent on site, risk assessment, rules and regulations, and other related aspects. Records of site-specific induction must be kept in the safety file.

#### **5.2 People restrictions, hours of work, conduct and records**

Working hours shall be between 07h00 and 16h00 from Monday to Friday. Workers shall take a teatime by 10h00 for 15 minutes, and a lunch time by 12h00 for 45 minutes. Weekends and

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public holidays work will be as per Service Manager's request. The Contractor shall keep time sheet records for its employees and relievers and be available on request by the Employer.

- Access to all sites will be via the main security gate. The Employer informs the Contractor of the access procedures, and it should be expected that such procedures may change depending on the prevailing security situation.
- The Employer reserves the right for its Security personnel to search persons or vehicles entering or leaving the premises. This includes, but is not limited to staff, briefcases, bags and toolboxes.
- All persons entering Eskom sites are subjected to alcohol testing.
- The Contractor is responsible for the provision of transportation for all personnel to site and from site.
- The Contractor is responsible for the training and development of his staff whilst employed by the Employer.
- The Contractor keeps records of his people working on the Affected Property, including those of his Subcontractors (if any) and the Service Manager shall have access to these records at any time.

### **Temporary Gate Permits**

- The Contractor provides the Employer with the personal details of their staff at least two weeks prior to the contract start date. All names and details to be submitted to the Employer who arranges for all gate permits.
- If an employee is no longer in the employ of the Contractor, the Contractor shall notify the Employer in advance, and replacements communicated to the Employer as well, whereby they will have to attend induction as well.
- The Contractor ensures that all equipment and materials brought through the security gate is signed in at the main security gate on the approved Eskom security form.

### **Removal**

- The Contractor is not allowed to remove any equipment or materials from site without producing the relevant Eskom security forms and the equipment lists.
- If the equipment or material is to be removed the same day, on which they were brought on to site, then the security form will need to be produced at the gate when leaving the site.
- The removal of any item at a later stage of the contract will require a security form with the necessary approval and responsible manager's signature.
- If the equipment or material is removed after this time then a Non-Returnable Gate Release will be provided by the Employer's Representative, on receipt of the original security form, with which the Contractor brought the equipment on site.

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

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



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

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

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

As per clause 25.1 of this contract (Core Clauses)

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

The Contractor must report to the Service Manager and Supervisor prior or during arrival of any equipment (owned or hired equipment) on site. The Contractor shall inform the Service Manager and Supervisor prior removal any equipment (owned or hired equipment) on site. The Contractor shall keep the updated list of all the equipment. All equipment must be inspected as per all applicable legislation, and the records shall be made available at any given time required by the Service Manager or the inspector from the Department of Employment and Labour. The Contractor shall not keep on site any unused equipment.

#### **5.7 Equipment provided by the Employer**

All the equipment and tools purchased through the contract belongs to the Employer, and the Contractor shall hand over all that equipment to the Service Manager at the end of the service contract.

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

#### **5.8 Site services and facilities**

##### **5.8.1 Provided by the Employer**

- (1) Water
- (2) Electricity
- (3) Storeroom where applicable
- (4) Changing rooms where possible
- (5) Ablution facilities

##### **5.8.2 Provided by the Contractor**

The Contractor shall supply all equipment required for operation as per the contract.

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

The Contractor shall conform to Eskom's requirements and comply with all applicable legislation for environment management on site.

## 5.10 Hook ups to existing works

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

## 5.11 Tests and inspections

### 5.11.1 Description of tests and inspections

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

### 5.11.2 Materials facilities and samples for tests and inspections

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

## 6 List of drawings

### 6.1 Drawings issued by the *Employer*

Not applicable.

## 7 Low Service Damages – Annexure A

Incidents	Allowance / Response Time	Frequency	Target	Penalties for non-conformance
Failure to clean spillages (e.g. water, milk)	30 minutes	All times	100%	R1000 per incident
Failure to clean up hazardous material spillages (battery spillages and oil spillages)	30 minutes	All times	100%	R1000 per incident
Failure to supply 2 overalls, and 2 uniforms, one pair safety boots and 2 warmer jackets prior the start of	None	All times	100%	R5000 per incident

employees on site and replacement of the worn-out PPE				
Workers on site without mandatory PPE.	None	All times	100%	R5000 per incident
Failure for workers to wear task specific (risk based) PPE. For the activity.	None	All times	100%	R5000 per incident
Workers on site with torn PPE.	None	All times		R5000 per incident
Failure to supply and deliver the ordered materials on time, and site.	Within 10 working days	All times	100%	R 5000, 00 per incident after 5 working days until arrival on site
Failure to refill toilet consumable equipment	None	All times	100%	R 500, per incident
Failure for Contractor's employees to report to work.	None	All times	100%	R300 per cleaner per day
Work stoppage due to noncompliance with COIDA	None	All times		R25 000 per incident
Non-conformance with Eskom's Life Saving Rules	None	All times	100%	R10 000, 00 per incident
Non-compliance with OHS requirements	None	All times	100%	R5000, 00 per incident
Failure to refill the kitchen consumables	None	All times	100%	R500, 000 per incident
Failure to respond to adhoc cleaning request	2 hrs	All times	100%	R1000, 00 per incident after every 2hrs hours until resolved
Failure to respond to emergency to deep cleaning request	9 hrs	All times	100%	R5000, 00 per incident after every 4hrs until resolved
Workers on site without a valid medical certificate of fitness from Occ. Health Practitioner	None	All times	100%	R3000, 00 per incident
Failure for management to attend the operational meeting	None	All times	100%	R5000, per person, and per incident
Workers on site without Eskom's and Contractor's SHE induction	None	All times	100%	R1000, 00 per person and per incident
Equipment and tools shortage on site	None	All times	100%	R15 000, 00 per incident

Response to life threatening H&S issues on site	Immediately	All times	100%	R5000, 00 per incident after 30 minutes
Failure to close non-conformance & non-compliance with H&S, and Environment requirements and the applicable legislation within 60 days	Within specified period	All times	100%	R1500 per assessment report
Failure to deploy a reliever for any absent worker on site.	1 hour	All times	100%	R30, 00 per hr until resolved.
Failure to adhere to instructions from the Service Manager or Supervisor within specified period	None	All times	100%	R1000 per incident
Failure to provide Provident Fund Nomination Forms to be filled in and submitted within 3 months. Failure to submit registration of employees for UIF within 3 months of contract start date. Proof of compliance (Provident Fund & UIF) to NTCSA.	Within specified time	Monthly	100%	Retention of 5% of monthly invoice which will be refunded annually in December (only on submission of proof of compliance).

## C3.2 Contractor's Service Information

For the contractor to provide if they have additional information to share.