

	Specification	NTCSA Transmission Real Estate
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Title: The Provision of Full Catering, Conferencing and Consumables Services at NTCSA, Simmerpan, Victoria Lake Inn.

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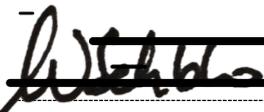
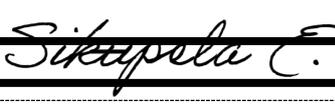
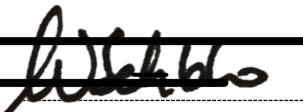
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C3.1: EMPLOYER’S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

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

1.2 Employer's requirements for the service

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

Working Hours

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

Victoria Lake Inn Canteen Serving Hours:

Breakfast: 6:00 – 08:00
Lunch: 11:15 – 13:00
Dinner: 17:00 – 19:30

Delivery Times to Simmerpan Venues and Rosherville

Breakfast - 07:00 to 09:00
Lunch - 11:00 to 13:00
Afternoon Refreshments – As and when required.

Time Frame

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

Meal Service consists of:

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

1.3 Detailed Description of the Service

1.3.1 EXECUTIVE OVERVIEW - Catering, Conferencing and Consumables Services

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

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

- d) The Serving of Lunch to Internal and External Clients at the Conference Venues in Simmerpan and Rosherville 5 days a week on a pre ordered quantity.
- e) The Serving of prepacked Lunch to Accommodation Residents, Internal and External Clients 7 days a week on a pre ordered quantity.
- f) The Serving of Dinner to Accommodation Residents, Internal and External Clients 7 days a week on a pre ordered quantity.
- g) Provision of refreshments as and when required by Clients both Internal and External.
- h) The Serving of Healthy meals, Special dietary requirements including religious diets (Lactose Intolerance, Gluten free, Halaal, kosher etc.) based on a pre ordered quantity.
- i) Supply of Consumables for Simmerpan Offices on an as and when required basis.
- j) Provision of SDS for Hazardous Chemical Agent complied GHS Labelling storage. and supplies for disinfection and sanitization of food preparation surfaces, equipment, the kitchen, storerooms, and the canteen.
- k) Provision of Food Delivery Services in and around Simmerpan Venues Including Rosherville, using a Vehicle with Certificate of Acceptability from local Municipality and containers suitable to transport food.
- l) Provision of Professional Catering staff as stipulated in the Bill of Quantities on as and when required basis.
- m) Provision of Tuck Shop Service and Vending Machine Service to VLI and Simmerpan site as and when required basis.
- n) Provision of Microbiological Food Hygiene Audits reports from a reputable independent laboratory.
- o) The *contractor* must provide a reliable pest control services to VLI monthly based on SANS 10049 and R638 standards.
- p) Maintenance and cleaning of Cyclo-wash (1 x extraction units) quarterly and provide the Laminated Certificate.
- q) Set up and clearing of venues by Waiters/waitress as per schedule.
- r) Supply of Décor for special events on as an when required basis as per client's specifications.
- s) Operation of point of sale (POS – Hospitality system) during mealtimes.

1.3.5 Provision of meals at Victoria Lake Inn

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

Main Canteen

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

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

Approximate number of meals served monthly.

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

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

1.3.6 Manpower Requirements for Catering

1.3.6.1 Manpower Requirements

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

1.3.7 PPE

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

1.3.8 Provision of Meals daily on a pre ordered basis.

1.3.8.1 The Breakfast meals provided should consist of the following:

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

1.3.8.2 Provision of Lunch Meals daily:

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

1.3.8.3 Provision of Dinner Meals daily:

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

1.3.8.4 Provision of Breakfast Pack:

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

1.3.8.5 Provision of Brunch Pack:

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

1.3.8.6 Provision of Braai Packs (Meat Braai):

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

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

1.3.8.7 Provision of Special Catering (Option 1):

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

1.3.8.8 Provision of Special catering (Option 2):

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

1.3.8.9 Braai Menu – (Option 1):

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

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

1.3.8.10 Braai Menu - (Option 2):

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

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

PROVISION OF SPECIAL DIETARY REQUIREMENTS:

1.3.8.11 Halaal/Kosher Meal

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

1.3.8.12 Gluten Free/Lactose Intolerance Meal

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

1.3.8.13 Vegetarian/Vegan Meal

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

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

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

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

1.3.10 Snacks/Finger Lunch Platters.

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

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

Contents	Size
Fresh Cream Cake – 22 Inches	55.88cm
Fresh Cream Cake – 20 Inches	50.8cm
Fresh Cream Cake – 18 Inches	45.72cm
Fresh Cream Cake – 16 Inches	40,64cm
Individual Themed Cup Cakes	5cm

1.3.12 Provision of Consumables

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

Specifications on containers:

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

Milk:

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

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

1.3.13 Provision of Packaging Material Provision of Packaging Material

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

“Food Containers” -

Food Container must:

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

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

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

Packaging Material:

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

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

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

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

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

1.3.15 Food Delivery Service.**Deliveries to the Simmerpan Venues ± 2.2km**

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

Deliveries to Rosherville ± 6.6km

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

Stock Control

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

Note: No late deliveries will be accepted.

Requirements for Delivery Vehicle and the Driver

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

1.3.16 Microbiological Independent Food Hygiene Audit.

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

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

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

- o Test Type
- o Bacteria count

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

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

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

1.3.17 Provision of Cleaning Equipment.

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

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

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

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

1.3.18 Cleaning Material List:

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

1.3.19 Pest Control

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

1.3.19.1 Pest Control Service using Fumigation.

Below are the two areas to be treated:

Area 1: Main kitchen ± 2,504 m²

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

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

Area 2: Accommodation ± 5,214 m²

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

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

1.3.19.2 Kitchen and Canteen area – Fly control units.

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

1.3.19.3 Kitchen and Canteen area – Fly control units.

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

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

Specifications for Pest Control:

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

manager and to be kept on site with records of pesticides used which is, product name, formulation, registration number, quantity used, areas treated, apparatus used to apply pesticides, recommendations as well as infestation found.

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

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

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

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

Cyclo-Wash

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

1.3.21 The Provision of Cafeteria Service.

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

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

1.3.22 Operation of Point of Sale (Hospitality System)

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

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

1.4 Safety Compliance

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

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

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

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

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

1.4.1 Applicable Regulations:

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

- R638 The Foodstuff, Cosmetics and Disinfectants Act, 1972 (Act 54 of 1972)
- The Health Act, (Act 63 of 1977)
- The Health and Safety Act 85 of 1993 and amendment 181
- ISO 9001 - 2015 Quality Management System.
- ISO 14001- 2015 – Environmental Quality Management System.
- ISO 45001 2018– Occupational & Health and Safety Management System.
- National Environmental Management Act 107/1998
- National Environmental Management Waste Act 59 of 2008
- Hazardous Substances Act 15 of 1973
- Fertilisers Farm feeds, agricultural remedies and stock remedies Act 36 of 1947
- National Water Act 36 of 1998
- Basic Conditions of Employment Act 75 of 1997
- Labour Relations Act 66 of 1995
- SANS Codes of Practice
- Relevant Municipal By-laws
- Fire Protection Acts.
- SANS 14001 – Environmental Management Systems
- SANS 31000 – Integrated Risk Management Systems

- SANS 10133 – Pesticides in Food handling catering establishments
- SANS 10049 - Food and Hygiene Management
- SANS 10156 – Handling of chilled and frozen foods
- SANS 10330 – Requirements for HACCP system
- SANS 22000 – Food Safety Management Systems (including HACCP)
- Preferential Procurement Policy Framework Act
- All relevant and applicable NTCSA policies, standards and procedures

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

1.5 Interpretation and Terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
BBBEE	Broad Based Black Economic Empowerment
QM	Quality Management
TSC	Term Services Contract
SD&L	Supplier Development and Localisation
SHEQ	Safety, Health, Environmental and Quality
TSC	Term Services Contract
NTCSA	National Transmission Company South Africa
VLI	Victoria Lake Inn
TRE	Transmission Real Estate
Tx	Transmission
Sat.	Saturday
Sun.	Sunday
PPE	Personal Protective Equipment
IT	Information Technology
ISO	International Organization for Standardization
SOC	State Owned Company
NEC	New Engineering Contract
PDF	Portable Document Format
FAS	Fall Arrest System

Schedule B

1. NTCSA VLI Catering Equipment List

A. Scullery area

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

B. Salad Prep Area

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

C. Cooking Area

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

22	CM – 101 Rational Combi Master C/W Stand	1
23	R–E3 Electrical Oven Range	1
24	Ultra Pan Carrier	3

D. Serving Area

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

E. Small Dry Store

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

F. Office

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

G. Cold rooms

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

H. Chemical store

No.	Equipment description	Quantity
1	Three shelves' units	1

I. Lapa

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

2. General Obligations of the Catering Contractor

The Catering Contractor shall:

- 1.1 Source, purchase and procure all the Menu Items from the reputable suppliers and store the items under suitable conditions provided by the *Employer*.

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

nature whatsoever or any employees of the *Contractor* or its sub-contractors entering or leaving the Catering Locations or any other areas on the NTCSA Simmerpan site and ensure that its employees and those of its sub-contractors consent to being searched or having their vehicles, parcels, bags or other containers or object of any nature whatsoever searched by NTCSA or such representative.

- 1.15 Upon written request from NTCSA, promptly remove or obtain the removal from the performance of the Catering Services and/or the Conferencing Services and replace any member of its personnel or any sub-contractor or any member of such contractor's personnel which NTCSA believes is incapable of performing his or her duties, is incompetent or has breached any law, by-law or regulation, or any rule or regulation in terms of this Agreement, is guilty of misconduct, is guilty of any act or omission which is prejudicial to NTCSA's interests or has performed any act or omission which constitutes a breach by the *Contractor* of this Agreement.
 - 1.16 Ensure that its personnel and that of its sub-contractors are adequately and appropriately trained and are at all times whilst on duty adequately and appropriately equipped to enable them to properly perform their duties.
 - 1.17 Co-operate with all and any other persons performing any services of any nature whatsoever at the NTCSA Victoria Lake Inn (Simmerpan) Site as may be reasonably necessary to properly perform its duties in terms of this Agreement.
 - 1.18 As and when required and at a time and place and in a manner determined by NTCSA from time to time, ensure that a suitably qualified and authorised member of its personnel meets with a representative/s of NTCSA to discuss and co-ordinate all matters relating to the rendering of the Catering Services.
 - 1.19 In addition to the meetings referred to in clause 18 ensure that a suitably qualified and authorised member of its personnel meets with a representative/s of NTCSA and such other persons as may reasonably be necessary to discuss and co-ordinate matters relating to the rendering of any particular Catering Services and/or Conferencing Services in any particular instance, and shall carry out such menu research, menu compilation and menu presentation as may be necessary in order to meet the requirements of the customers both internal and external to NTCSA and any costs incurred in doing so shall be for the account of the *Catering Contractor*.
 - 1.20 Ensure that its sub-contractor/s and the employees of its sub-contractor/s at all times abide by the terms and conditions of this Agreement and are contractually bound to abide by the terms and conditions of this Agreement.
 - 1.21 Be responsible for monitoring and controlling (but not providing) the access control system to the Catering Premises.
- 2. Service Specific Obligations of the *Catering Contractor*:**
- 2.1 As part of the Catering Services more fully set out in the scope of work, the *Catering Contractor* shall, without derogating from any of its other rights and obligations under this Agreement, be required to provide various meals, including but not limited to breakfast, lunch, and dinner, to the

NTCSA employees and customers in accordance with the Scope.

- 2.2 In addition, the *Catering Contractor* shall, without derogating from any of its other rights and obligations under this Agreement, be required to provide a Canteen Service as more fully set out in the scope of work.

3. **Permits and Licenses**

- 3.1 The *Catering Contractor* shall at its cost obtain and maintain all permits, licences and approvals, as required by the Laws in relation to the lawful performance and execution of the Catering Services and/or the Conferencing and Vending Services (including, as applicable, liquor license/s).
- 3.2 Liability of the *Contractor* for claims made against it arising out of its failure to use the skill and care normally used by Contractor's providing services like the Catering Services.
- 3.3 Liability for bodily injury or death to a person or loss of or damage to property resulting from an action or failure to act by the *Contractor*.

4. **NTCSA Catering Equipment.**

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

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

- 5.1 Accept temporary custody of the NTCSA Catering Equipment from NTCSA and as and when any further NTCSA Catering Equipment is made available to it in terms of this clause 4.1 and sign an inventory itemising such NTCSA Catering Equipment, after which such inventory shall be deemed to be included in the Schedule attached and marked "B" and shall be deemed to form part of this Agreement.
- 5.2 Within 7 days after the NTCSA Catering Equipment or any part thereof has been made available to the *contractor*, commission the NTCSA Catering Equipment where applicable, and within 21 days after the Catering Equipment or any part thereof has been made available to it by NTCSA, report any defects in the NTCSA Catering Equipment, failing which the NTCSA Catering Equipment shall irrefutably be deemed to be in the condition set out in clause 4.1 at the time that it was so made available.
- 5.3 Ensure all equipment is in clean condition and in good, safe working order so that it remains fit for the purpose for which it is intended and, in particular, without limiting the generality of the foregoing, ensure that the NTCSA Catering Equipment at all times complies with the standard set out in the Service Level Requirements.
- 5.4 The *contractor* is responsible to report all the defects to the *service manager* and any damaged caused by the *contractor's* negligence, the cost of repairs will be carried by the *contractor*.
- 5.5 NTCSA will be responsible for service and maintenance of all equipment in order to comply with its

maintenance obligations in terms of this clause.

- 5.6 Immediately on becoming aware that the NTCSA Catering Equipment or any part thereof is not in the condition set out in clause 4.1 notify the *service manager* in writing, together with a detailed report of the manner in which and the reasons why the Catering Equipment is in such condition.
 - 5.7 Not sell, lease, mortgage, pledge, alter, scrap or otherwise dispose of or deal with the NTCSA Catering Equipment.
 - 5.8 Not use the NTCSA Catering Equipment for any purpose other than the performance of the Catering Services for Simmerpan Site.
 - 5.9 Not remove or allow the removal of the NTCSA Catering equipment from the Catering Premises in Victoria Lake Inn, Simmerpan.
 - 5.10 On termination of this Agreement for any reason whatsoever, leave forthwith the NTCSA Catering Equipment to NTCSA at the Catering Premises or such other places as the NTCSA Catering Equipment may be situated by any appropriate means of delivery.
 - 5.11 The NTCSA Catering Equipment shall be left by the *Contractor* in terms of clause 4.1 in the same good order and condition in which it was at the time that it was made available to the *Contractor* by NTCSA, fair wear and tear excepted.
 - 5.12 The *Catering contractor* waives any lien or right of retention it may have over the NTCSA Catering Equipment, or any other articles or substance owned or supplied by NTCSA.
- 6. NTCSA shall:**
- 6.1 At its own expense, remedy any defect in the NTCSA Catering Equipment reported to it by the *contractor* in terms of clause.
 - 6.2 At its own expense, procure the replacement of any item of NTCSA Catering Equipment that requires replacement as a result of normal wear and tear, or the expiry of the normal useful commercial life of the item as certified by the manufacturer thereof. If the need to replace any NTCSA Catering Equipment arises for any other reason, including but not limited to the intentional or negligent act or omission of the *Contractor* or any of its employees, agents or sub-contractors or their employees or agents, then NTCSA shall procure the replacement of such items.
 - 6.3 Should the defect be due to negligence causing breakage or malfunction of the NTCSA equipment the *Contractor* shall, on demand, pay to NTCSA an amount equal to the Net Asset Value of the broken, malfunctioning, or damaged item that is replaced, as reflected in the books of account of NTCSA at the time of such breakage, malfunction or damage. For the purposes of this clause “replacement” shall mean the replacement of the whole item as it is described in Schedule B hereto and shall not include the replacement of any part thereof, such replacement of parts being deemed to fall within the obligations of the *Catering contractor* in terms of this clause 6.1 to repair and maintain the NTCSA Catering Equipment.
 - 6.4 The NTCSA Catering Equipment is made available to the *Catering contractor* by NTCSA on a temporary basis, for the duration of this Agreement and not indefinitely.

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

7. Kitchen Smalls:

The *Catering contractor* shall:

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

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

7.3 At its cost, immediately replace or repair or procure any malfunctioning, broken or damaged Kitchen Smalls or any part thereof, regardless of the nature of the malfunction, breakage or damage and the cause of or manner in which such malfunction, breakage or damage arises.

7.4 After notifying the *service manager* the *contractor* at its cost, obtain all other tools, equipment, instruments, machines, labour and materials or any other means or assistance of any nature whatsoever required to test, inspect, measure and examine the Kitchen Smalls in order to comply with its maintenance obligations in terms of this clause 7.1.

7.5 At its cost, regularly inspect and test the Kitchen Smalls in order to ensure that they are in the condition set out in clause 7.1.

7.6 Not use the Kitchen Smalls for any purpose other than the performance of the NTCSA Catering Services; and

7.7 Upon expiry of the Initial Term, return to NTCSA in good, clean condition and in good, safe working order, those Kitchen Smalls provided by NTCSA as at the Commencement Date, or where such item has been damaged, destroyed, or lost, a suitable replacement to the reasonable satisfaction of NTCSA.

8. The Premises:

8.1 NTCSA shall, for the duration of this Agreement, make available to the *Catering Contractor*, for the exclusive occupation and use of the *Contractor*, the Catering Premises of which the *Contractor* may reasonably require the exclusive use and occupation in order to properly perform the Catering Services and its other obligations in terms of this Agreement.

8.2 The *Catering Contractor* shall, at all times whilst it has occupation and exclusive use of the Catering Premises as contemplated in clause 7:1, at its cost maintain the Catering Premises in a clean, sanitary, hygienic, safe and habitable condition and otherwise in the same condition as they were to be provided to NTCSA, fair wear and tear excepted.

- 8.3 Notwithstanding clause 8.2, the *Catering Contractor* shall not be liable for the repair of any structural defects in or any structural maintenance of the interior or exterior of the Catering Premises.
- 8.4 The *Catering Contractor* shall, on termination of this Agreement for any reason whatsoever vacate the Catering Premises and relinquishes occupation and use of the Catering Premises to NTCSA in the same good order and condition in which they were at the time that the *Contractor* was given occupation and exclusive use in terms of clause 8.1, fair wear and tear excepted and subject to clause 8.2.
- 8.5 The *Catering Contractor* shall, within 14 (fourteen) Days after taking occupation of the Catering Premises, advise NTCSA in writing of any defects in the Catering Premises, failing which the premises shall irrefutably be deemed to be in the condition set out in clause 8.1 at the time of such occupation.

9. Administration of Equipment

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

10. Staffing:

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

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

11. Environmental and Waste Management

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

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

12. Administration

NTCSA will provide the Contractor with:

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

The Catering Contractor will provide NTCSA with:

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

13. Emergency and Risk

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

14. Management Strategy and Start Up.

The Contractor's plan for the service

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

	Specification	NTCSA Transmission Real Estate
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15. Management meetings

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

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

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

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

15.3 Contractor’s management, supervision, and key people

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

15.4 Management

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

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

15.5 Documentation control

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

- **SHEQ documents.**
- **Meal Statistics.**

- **Defect Reports.**
- **Equipment Inspection Records.**
- **Temperature monitoring records. Etc.**

15.6 Invoicing and payment

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

The *Contractor* shall address the tax invoice to:

National Transmission Company South Africa SOC Ltd
2 MAXWELL DRIVE SUNNINGHILL SANDTON GAUTENG 2157
PO BOX 1091 JOHANNESBURG GAUTENG 2000, SA

and include on each invoice the following information:

Name and address of the *Contractor* and the *Service Manager*;

The contract number and title;

Contractor's VAT registration number.

The *Employer's* VAT registration number 2021/539129/30;

Description of service provided for each item invoiced based on the Price List.

Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT.

15.7 Contract change management.

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

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

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

15.9 Insurance provided by the *Employer*.

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

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

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

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

15.11 Management of work done by Task Order

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

15.12 Health and safety, the environment and quality assurance

15.13 Health and safety risk management

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

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15.14 Environmental constraints and management

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

15.15 Quality assurance requirements

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

16. Procurement

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

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

16.1 B-BBEE

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

16.2 Supplier development and localisation

Minimum requirements of people employed.

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

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

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

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

- Subcontracting
- Preferred subcontractors

16.3 Subcontract documentation, and assessment of subcontract tenders

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

16.4 Limitations on subcontracting

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

- Attendance on subcontractors
- Plant and Materials
- Specifications

16.5 Correction of defects

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

16.6 **Contractor's procurement of Plant and Materials**

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

16.7 **Tests and inspections before delivery**

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

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

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

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

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

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

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

16.9 **People:**

People restrictions, hours of work, conduct and records.

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

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

16.10 **Health and safety facilities on the Affected Property.**

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

16.11 **Environmental controls, fauna & flora**

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

16.12 **Cooperating with and obtaining acceptance of Others**

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

16.13 **Records of Contractor's Equipment**

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

16.14 **Equipment provided by the Employer.**

Refer to Schedule B

16.15 Site services and facilities provided by the Employer.

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

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

16.16 Provided by the Contractor

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

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

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

16.17 Hook ups to existing works

The performance of the Works which affects the *Employer's* operations, or the systems of Other Contractors shall be scheduled to be performed only at times approved by the *Employer*. The procedure for carrying out work which of necessity interrupts the *Employer's* operations, or the systems of Other Contractors, or imposes abnormal operating conditions on their systems, is subject to approval of the *Employer*.

16.18 Tests and inspections description of tests and inspections

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

16.19 Materials facilities and samples for tests and inspections

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

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

