

NEC3 Term Service Contract (TSC3)

**Between NATIONAL TRANSMISSION COMPANY SOUTH AFRICA
(Reg No. 2002/015527/30)**

and

**for THE PROVISION OF CLEANING SERVICE, PEST
CONTROL, GARDENING AND HYGIENE SERVICE
FOR THE BLOEMFONTEIN CLN WITHIN THE
SOUTHERN GRID ON AND AS AND WHEN
REQUIRED BASIS FOR A PERIOD OF 60 MONTHS**

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Enquiry No.

THE PROVISION OF CLEANING SERVICE, PEST CONTROL, GARDENING AND
HYGIENE SERVICE FOR THE BLOEMFONTEIN CLN WITHIN THE SOUTHERN GRID
ON AND AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 60 MONTHS

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:

THE PROVISION OF CLEANING SERVICE, PEST CONTROL, GARDENING AND HYGIENE SERVICE FOR THE BLOEMFONTEIN CLN WITHIN THE SOUTHERN GRID ON AND AS AND WHEN REQUIRED BASIS FOR A 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 or C	The offered total of the Prices exclusive of VAT is	R
	Sub total	
	Value Added Tax @ 15% is	R
	The offered total of the amount due inclusive of VAT is ¹	R

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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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) **Lenah Mothata**

Capacity **Senior Manager Grids**

for the *Employer* **Senior Manager Grids: Southern
National Transmission Company South Africa**

120 Henry Street, Bloemfontein, 9301

Name &
signature of
witness

Date

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

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

Note:

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

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

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

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

For the tenderer:

For the *Employer*

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

Name &
signature
of witness

Date

Lenah Mothata

Senior Manager Grids: Southern

National Transmission Company South
Africa, 120 Henry Street,
Bloemfontein, 9301

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C1.2 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
		C Target contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	NTCSA (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1	The <i>Service Manager</i> is (name):	Simphiwe Sonopo
	Address	120 Henry Street, Bloemfontein, 9301
	Tel	051 404 5603
	e-mail	SonopoSR@ntcsa.co.za
11.2(2)	The Affected Property is	Bloemfontein substations within Southern Grid
11.2(13)	The <i>service</i> is	THE PROVISION OF CLEANING SERVICE, PEST CONTROL, GARDENING AND

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

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HYGIENE SERVICE FOR THE BLOEMFONTEIN CLN WITHIN THE SOUTHERN GRID ON AND AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 60 MONTHS

11.2(14)	The following matters will be included in the Risk Register	Labour strikes, Power supply interruptions or failures, Municipal water interruptions
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	1 week
2	The Contractor's main responsibilities	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
21.1	The <i>Contractor</i> submits a first plan for acceptance within	Two(2) weeks prior to the starting date of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	TBC
30.1	The <i>service period</i> is	Sixty (60) months
4	Testing and defects	As per requirements stated in the Service Information
5	Payment	
50.1	The <i>assessment interval</i> is	between the 25th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Four (4) weeks.
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted

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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 *mutatis mutandis* every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data															
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data															
8	Risks and insurance																
80.1	These are additional <i>Employer's</i> risks	none															
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	<table><tr><th>Insurance against</th><th>Minimum amount of cover or minimum limit of indemnity</th></tr><tr><td>Assets All Risk</td><td>As per Eskom insurance policy document available on request from Eskom Insurance Department</td></tr><tr><td>Project insurance</td><td>As per Eskom insurance policy document available on request from Eskom Insurance Department</td></tr><tr><td>General and Public Liability</td><td>As per Eskom insurance policy document available on request from Eskom Insurance Department</td></tr><tr><td>Environmental Liability</td><td>As per Eskom insurance policy document available on request from Eskom Insurance Department</td></tr><tr><td>Transport (Marine)</td><td>As per Eskom insurance policy document available on request from Eskom Insurance Department</td></tr><tr><td>Motor Fleet and Mobile Plant</td><td>As per Eskom insurance policy document available on request from Eskom</td></tr></table>		Insurance against	Minimum amount of cover or minimum limit of indemnity	Assets All Risk	As per Eskom insurance policy document available on request from Eskom Insurance Department	Project insurance	As per Eskom insurance policy document available on request from Eskom Insurance Department	General and Public Liability	As per Eskom insurance policy document available on request from Eskom Insurance Department	Environmental Liability	As per Eskom insurance policy document available on request from Eskom Insurance Department	Transport (Marine)	As per Eskom insurance policy document available on request from Eskom Insurance Department	Motor Fleet and Mobile Plant	As per Eskom insurance policy document available on request from Eskom
Insurance against	Minimum amount of cover or minimum limit of indemnity																
Assets All Risk	As per Eskom insurance policy document available on request from Eskom Insurance Department																
Project insurance	As per Eskom insurance policy document available on request from Eskom Insurance Department																
General and Public Liability	As per Eskom insurance policy document available on request from Eskom Insurance Department																
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83.1

The *Contractor* provides the these insurances:

	Insurance Department
Terrorism	As per Eskom insurance policy document available on request from Eskom Insurance Department
Cyber Liability	As per Eskom insurance policy document available on request from Eskom Insurance Department

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy Deductible 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 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 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	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law.

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		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
9	Termination	A termination process provided in Sub-clause 90.2 of the NEC document sets out the rights of the terminating Party, Employer or Contractor for the various reasons given; the procedure to be followed; and the amount due after termination if there is any and as per Z10 of Z Clauses below	
10	Data for main Option clause		
A	Priced contract with price list		
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	4 weeks.	
11	Data for Option W1		
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).	
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.	
W1.4(2)	The <i>tribunal</i> is:	arbitration	
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.	
	The place where arbitration is to be held is	[•] South Africa	
	The person or organisation who will choose an arbitrator		
	- if the Parties cannot agree a choice or		
	- if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.	
12	Data for secondary Option clauses		

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X1	Price adjustment for inflation	
X1.1	The <i>base date</i> for indices is	One-month prior tender closing date The rates can be adjusted using CPA after the anniversary of the contract, upon application from the <i>Contractor</i> and approval by the <i>Employer</i> .
X2	Changes in the law	
		There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
X17	Low service damages	
X17.1	The <i>service level table</i> is in	The Service Information C3.1 - 2.14 Penalties applied as per Low service damages table shall not exceed payment value
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Value of the Contract
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	The amount of R 2 Million in respect of the deductibles payable with regard to the <i>Employer's</i> Property Damage Asset Insurance
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none"> the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for <ul style="list-style-type: none"> Defects due to his design, plan and specification, Defects due to manufacture and fabrication outside the Affected Property, loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), death of or injury to a person and infringement of an intellectual property

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		right.
X18.5	The <i>end of liability date</i> is	Twelve (12) months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	Two (2) days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

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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.

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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 4740101508 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,

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- Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
- Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
- Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
- Prohibited Action** means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

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

Z12 Insurance

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

Insurance cover 83

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

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance.

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	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	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law.
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
by the
*Employer***

86

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

INSURANCE TABLE B

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

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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.

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Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

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Part C1.2b - Data provided by the *Contractor*

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	00% 00%
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 .

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Part C2: Pricing Data

TSC3 Option A

Document reference	Title	No of pages
	This cover page	1
C2.1	Pricing assumptions: Option A	2
C2.2	The <i>price list</i>	2
	Total number of pages	5

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C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract. (17) The Price for Services Provided to Date is the total of <ol style="list-style-type: none">1. the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and2. where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate. (19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

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.

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).

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Preparing the *price list*

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

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

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

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C2.2 the *price list*

NB: The Service Information listed under Section C3.1, item 1.2.1.1 needs to be included by the *Contractor* when pricing all rates in the *pricelist*-

PRICE LIST FOR BLOEMFONTEIN CLN

National Transmission Company of South Africa			Template Identifier			
			Document Identifier			
			Effective Date			
			Review Date			
ITEM NO	PAYMENT REFERS TO	SHORT DESCRIPTION	UOM	QUANTITY	RATE	AMOUNT
		BILL NO 1				
		<u>PRELIMINARIES AND GENERAL</u>				
		<u>MANAGEMENT OF CONTRACT</u>				
		Management fee, contract management and programme for the works, ets. Per month	Month	60		
		the Schedule of Rates	Item	1		
		SHE plans for all sites	Item	1		
		PPE Requirements recovered per month	Month	60		
		<u>MATERIALS</u>				
		Percentage Mark Up	%			
		BILL NO 2				
		<u>TRANSPORTATION</u>				
		Cost of transport/travelling for normal LDV(Toll fees to be allowed for in tendered rates) . ONLY APPLICABLE TO DELIVERY OF MATERIAL AND ADHOC SERVICES	km	1		

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National Transmission Company of South Africa			Template Identifier			
			Document Identifier			
			Effective Date			
			Review Date			
ITEM NO	PAYMENT REFERS TO	SHORT DESCRIPTION	UOM	QUANTITY	RATE	AMOUNT
		Transport cost are charged as per the business office to task point				
		BILL NO 3				
		<u>LABOUR</u>				
		<u>Cleaner</u>				
		Total Labour CTC half day per cleaner/gardener Luckhoff	Month	60		
		Total Labour CTC half day per cleaner/gardener Serumula	Month	60		
		Total Labour CTC half day per cleaner/gardener Merapi	Month	60		
		Total Labour CTC per cleaner/Beta full time	Month	60		
		Total Labour CTC per gardener /Beta full time	Month	60		
		Total Labour CTC per cleaner Perseus full time	Month	60		
		Total Labour CTC per cleaner Perseus full time	Month	60		
		Total Labour CTC per cleaner Perseus full time	Month	60		
		Total Labour CTC per gardener Perseus full time	Month	60		
		Total Labour CTC per gardener Perseus full time	Month	60		
		Total Labour CTC per cleaner Boundary full time	Month	60		
		Total Labour CTC per gardener Boundary full time	Month	60		
		Total Labour CTC per cleaner Harvard full time	Month	60		
		Total Labour CTC per cleaner Harvard full time	Month	60		
		Total Labour CTC per gardener Harvard full time	Month	60		
		Total Labour CTC per gardener Harvard full time	Month	60		

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National Transmission Company of South Africa			Template Identifier			
			Document Identifier			
			Effective Date			
			Review Date			
ITEM NO	PAYMENT REFERS TO	SHORT DESCRIPTION	UOM	QUANTITY	RATE	AMOUNT
		<u>Breakdown of salary full time cleaner/ gardener</u>				
		Basic Salary (a minimum prescribed of: BCCCI Hourly Rate x 40 hours x 4.33)	Month	1		
		Annual bonus - paid during the month of December (a minimum of: Basic Salary x 1.03 / 12)	Month	1		
		Unemployment Insurance Fund (a minimum of: Basic Salary x 1%)	Month	1		
		Annual bonus - paid during the month of December (a minimum of: Basic Salary x 1.03 / 12)	Month	1		
		Provident fund (a minimum of: Basic Salary x 6%)	Month	1		
		Annual leave (normal) (a minimum of: Basic Salary x 0.7 / 12)	Month	1		
		Absent/sick/maternity and family responsibility leave (a minimum of: Basic Salary x 7%)	Month	1		
		Uniforms (a minimum of 2 x Rx / 12)	Month	1		
		Services Seta (a minimum of: Basic Salary x 1%)	Month	1		
		Severance pay (a minimum of: Basic Salary x 1.92%)	Month	1		
		Maternity / Paternity leave (a minimum of: Basic Salary x 1/3 x 1.03 x 25%)	Month	1		
		Total labour cost	Month	1		
		Profit/overheads and other	Month	1		
		Total Cost to Company (CTC)Including Overheads, Other and Profit but excluding Vat	Month	1		

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National Transmission Company of South Africa			Template Identifier			
			Document Identifier			
			Effective Date			
			Review Date			
ITEM NO	PAYMENT REFERS TO	SHORT DESCRIPTION	UOM	QUANTITY	RATE	AMOUNT
		<u>Breakdown of salary half day time cleaner/ gardener</u>				
		Basic Salary	Month	1		
		Annual bonus - paid during the month of December (a minimum of: Basic Salary x 1.03 / 12)	Month	1		
		Unemployment Insurance Fund (a minimum of: Basic Salary x 1%)	Month	1		
		Annual bonus - paid during the month of December (a minimum of: Basic Salary x 1.03 / 12)	Month	1		
		Provident fund (a minimum of: Basic Salary x 6%)	Month	1		
		Annual leave (normal) (a minimum of: Basic Salary x 0.7 / 12)	Month	1		
		Absent/sick/maternity and family responsibility leave (a minimum of: Basic Salary x 7%)	Month	1		
		Uniforms (a minimum of 2 x Rx / 12)	Month	1		
		Services Seta (a minimum of: Basic Salary x 1%)	Month	1		
		Severance pay (a minimum of: Basic Salary x 1.92%)	Month	1		
		Maternity / Paternity leave (a minimum of: Basic Salary x 1/3 x 1.03 x 25%)	Month	1		
		Total labour cost	Month	1		
		Profit/overheads and other	Month	1		
		Total Cost to Company (CTC)Including Overheads, Other and Profit but excluding Vat	Month	1		

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National Transmission Company of South Africa			Template Identifier			
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			Effective Date			
			Review Date			
ITEM NO	PAYMENT REFERS TO	SHORT DESCRIPTION	UOM	QUANTITY	RATE	AMOUNT
		<u>CLEANING MATERIAL</u>				
		5 Litre Dishwashing liquid	Ea	1		
		5 Litre Pine gel	Ea	1		
		5 Litre Floor polish	Ea	1		
		(Pack of 10) Black refuse bags	Ea	1		
		5 Litre Handy andy	Ea	1		
		5 Litre Bowel cleaner	Ea	1		
		5 Litre Bleach	Ea	1		
		300ml Furniture polish spray	Ea	1		
		750ml Window cleaner	Ea	1		
		Floor pad for polishing 400mm	Ea	1		
		Doom insect spray 180ml odourless	Ea	1		
		<u>CLEANING TOOLS</u>				
		Orange dust cloths	Month	60		
		Dish cloths	Month	60		
		Drying cloths	Month	60		
		Microfibre cloth (different colours)	Month	60		
		Industrial vacuum Machine	Month	60		
		Mop Trolley	Month	60		
		Broom - Soft bristle	Month	60		
		Broom scoop	Month	60		
		Bucket round - 25 litre	Month	60		
		Feather Duster - Long	Month	60		

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National Transmission Company of South Africa			Template Identifier			
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			Effective Date			
			Review Date			
ITEM NO	PAYMENT REFERS TO	SHORT DESCRIPTION	UOM	QUANTITY	RATE	AMOUNT
		Feather Duster - Short	Month	60		
		Oil Mops	Month	60		
		Sign Boards (Wet Floors)	Month	60		
		Extension cords	Month	60		
		Scourers	Month	60		
		Window cleaner - Long squeegee	Month	60		
		Industrial polisher	Month	60		
		Toilet Brush	Month	60		
		<u>SANITARY HYGIENE BIN SERVICE</u>				
		Sanitary Hygiene bin (7 day service) monthly cost per bin (Including replacement of bin liners)	No.	1		
		Sanitary Hygiene bin (14 day service) monthly cost per bin (Including replacement of bin liners)	No.	1		
		Sanitary Hygiene bin (28 day service) monthly cost per bin (Including replacement of bin liners)	No.	1		
		<u>HYGIENE CONSUMABLES</u>				
		Paper Towels- for a Kimberly Clark Slim Roll Hand Towel Dispenser – 165m	Each	1		
		(1 x 48 Rolls) Toilet Paper	Each	1		
		Toilet seat antibacterial sanitiser refill 5L	Each	1		
		Liquid hand soap refills 5L	Each	1		
		Hand sanitizer refills 5L	Each	1		
		Urinal Screen – Pmat 3D wave	Each	1		

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National Transmission Company of South Africa			Template Identifier			
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			Effective Date			
			Review Date			
ITEM NO	PAYMENT REFERS TO	SHORT DESCRIPTION	UOM	QUANTITY	RATE	AMOUNT
		or similar				
		5 Litre Bowel cleaner	Each	1		
		300ml Urinal drip	Each	1		
		Deo Blocks	Kg	1		
		Airfresher Can - Airoma - 225ml	Each	1		
		50 SHE Packets	Each	1		
		<u>AD HOC SERVICES (AS AND WHEN REQUESTED)</u>				
		Deep Cleaning of Toilets & Showers	No.	1		
		Internal Window Cleaning Exceeding a Height of 3.3m	No.	1		
		Internal Window Cleaning Exceeding a Height of 3.3m	No.	1		
		Washing of visitor's chairs	No.	1		
		Pest Control - percentage mark-up on approved quotation	%			
		<u>DISPENSER REPLACEMENT</u>				
		Installation fee/hour	No.	1		
		Hand Paper Towel Dispenser Paper Towel Dispenser Type: Kimberly Clark Slim Roll Colour : White Suitable for use of :Slim Roll (life time warranty which will be handed over to Eskom)	No.	1		
		Wall Bin	No.	1		
		Liquid Soap Dispenser Type: 1L Manual Soap Dispenser	No.	1		
		Air Freshener dispenser	No.	1		
		Toilet Seat Sanitiser Unit Type: 500ml (minimum) Manual top up	No.	1		

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National Transmission Company of South Africa			Template Identifier			
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			Effective Date			
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ITEM NO	PAYMENT REFERS TO	SHORT DESCRIPTION	UOM	QUANTITY	RATE	AMOUNT
		Toilet Paper Roll Holder Type: TR3 3 rolls holder lockable with a standard key Colour: White Suitable for use of 500 sheets single ply or 350 sheets double ply (1 year warranty)	No.	1		
		She Bins	No.	1		
		She Packet Holder	No.	1		
		<u>GARDEN TOOLS</u>				
		Garden fork	Each	1		
		Garden spade	Each	1		
		Lawn mover	Each	1		
		Rake Plastic	Each	1		
		Rake steel	Each	1		
		Bush cutter 43cc	Each	1		
		Wheelbarrow	Each	1		
		Broom Garden - Hard Bristle	Each	1		
		Pruners	Each	1		
		Hose pipe	Each	1		
		<u>GARDEN CONSUMABLES</u>				
		Petrol 50PPM	Liter	1		
		Two stroke	Liter	1		
		(Pack of 10) Black refuse bags	Each	1		
		BILL NO 4				

**THE PROVISION OF CLEANING SERVICE, PEST CONTROL, GARDENING AND
HYGIENE SERVICE FOR THE BLOEMFONTEIN CLN WITHIN THE SOUTHERN GRID
ON AND AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 60 MONTHS**

National Transmission Company of South Africa			Template Identifier			
			Document Identifier			
			Effective Date			
			Review Date			
ITEM NO	PAYMENT REFERS TO	SHORT DESCRIPTION	UOM	QUANTITY	RATE	AMOUNT
		<u>SUPPLEMENTARY PREAMBLES</u>				
		<u>Scope of Works - OH Surveys</u>				
		Conduct customer surveys every month including a written report	Month	60		
		TOTAL FOR MONTHS				

THE PROVISION OF CLEANING SERVICE, PEST CONTROL, GARDENING AND HYGIENE SERVICE FOR THE BLOEMFONTEIN CLN WITHIN THE SOUTHERN GRID ON AND AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 60 MONTHS

NB: THE CONTRACTOR WILL NOT REMOVE THE ALL DISPENSER, PAPER TOWEL HOLDER, ONCE INSTALLED, BECOMES NTCSA PROPERTY, NOT TO BE REMOVED ONCE THE CONTRACT EXPIRES.

NB: THE EXACT SITES FOR THE ACTUAL EXECUTION OF WORKS WILL BE CONFIRMED ON TASK ORDER STAGE.

Notes to the Price List

1. The above rates exclude VAT.
2. The rates offered will remain fixed and firm for the first 12 months of the contract period, thereafter escalation may be applied for, in writing, annually based on CPI by the Contractor.
3. The escalation will only be applicable from the date of approval.
4. Escalation will not apply to items relating to % Markups.

C2.1 PAYMENT FOR OVERTIME

C2.1.1 Payment for force overtime compensation for Saturdays, Sundays and Public Holidays shall be based on the normal labour rates in the Bill of Quantities under daywork rates. There shall be no overtime portion compensation for transport and construction equipment.

Overtime portion compensation shall be as follows:

- (1) Saturday: 0.5 x labour rate.
- (2) Sunday/ Public holiday: 1.0 x labour rate.

C2.1.2 The applicable overtime portion compensation rates shall include overhead charges and profit. Overhead charges and profit include superintendence, timekeeping, clerical work, use of tools and facilities, on-site support, incidental expenses and safety, health, environmental, risk and quality management.

C2.1.3 It must be noted that this compensation will only apply in the case where work is done in the weekend/ public holiday due to Employer operational constraints and/or where the Employer specifically requests the Contractor to work during the weekend/ public holiday. Approval for this work, including the resources to be used, will be done by the Employer's Agent prior to the commencement of the work.

C2.1.4 It will not apply for cases where the Contractor chooses to work the weekend and/or when there are delays by the Contractor which requires the Contractor to work the weekend/ public holiday.

C2.2 CONTRACT PRICE ADJUSTMENT (CPA)

C2.2.1 The clauses hereinunder shall take precedence over all other clauses with respect to price adjustments.

C2.2.2 The CPA shall be fixed and firm for the first 12-month period after signing the contract, thereafter 85 % of the prices will be adjusted according to the indices assigned.

C2.2.3 CPA formulae shall use indices to 4 decimal places. The percentage increase or decrease shall then be calculated and truncated to 2 decimal places. The rates in the Bill of Quantities shall be multiplied by this CPA percentage figure to give the CPA value truncated to 2 decimal places.

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C2.2.4 CPA assigned indices:

Description	Fixed	All Hourly-Paid Employees Seifsa Table C-3	Statistics SA Consumer Price Index (CPI) Seifsa Table D3	SEIFSA Index Road Freight Costs Seifsa Table L2(A)
Base date		One-month prior tender closing date		
First twelve months	100%			
PRELIMINARIES AND GENERAL				
Management fee, contract management and programme for the works, ets. Per month	15%	85%	0	0
PPE Requirements recovered per month	15%	0	85%	0
TRANSPORTATION				
Cost of transport/travelling for normal LDV	15%	0	0	85%
<u>LABOUR</u>				
Cleaner/Gardener	15%	85%	0	0
OH Surveys	15%	85%	0	0
Other				
Cleaning material/Cleaning tools/Hygiene consumables/Garden tools/Garden consumables	15%	0	85%	0
Sanitary hygiene bin service/Adhoc services/ Dispenser replacement	15%	40%	45%	0
<u>DISPENSER REPLACEMENT</u>				
Installation fee/hour	15%	85%	0	0
Equipment	15%	0	85%	0

3) A rate adjustment may be claimed 12 months after the contract start date. It will be calculated on a 12-month period for the subsequent year, and annually thereafter on that anniversary date, until the contract expires.

C 2.3 PRICING ASSUMPTIONS

C2.3.2 Pricing assumption

Description	Lifespan months	Quantity per site (Total 7 sites)
Garden fork	30	1
Garden spade	30	1
Lawn mover	5	1
Rake Plastic	12	1

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Rake steel	30	1
Bush cutter 43cc	60	1
Wheelbarrow	30	1
Broom Garden - Hard Bristle	12	1
Pruners	60	1
Petrol Blower	60	1
Hose pipe	60	1

Description	Lifespan months	Quantity per site (Total 7 sites)
Orange dust cloths	6	2
Dish cloths	6	2
Drying cloths	6	2
Colour coded microfiber cloths	6	2
Industrial vacuum cleaner	60	1 per site total = 7
Cleaning trolley	60	1
Broom - Soft bristle	12	1
Broom scoop	12	1
Bucket round - 25 litre	6	1
Feather Duster - Long	1	1
Feather Duster - Short	1	1
Household mops	6	1
Floor warning safety signs	60	3
Extension cords	60	1
Scourers sponge	2	2
Window cleaner - Long squeegee	6	1
Industrial polisher	60	1
Toilet Brush	6	1 per toilet total = 27

THE PROVISION OF CLEANING SERVICE, PEST CONTROL, GARDENING AND HYGIENE SERVICE FOR THE BLOEMFONTEIN CLN WITHIN THE SOUTHERN GRID ON AND AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 60 MONTHS

Part C3: Scope of Work

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C3.2	<i>Contractor's Service Information</i>	
	Total number of pages	25

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C3.1: *EMPLOYER'S SERVICE INFORMATION*

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- 1. Description of the service

o 1.1 Executive overview

The purpose of this contract is to appoint a suitable qualified *Contractor* for the:

THE PROVISION OF CLEANING SERVICE, PEST CONTROL, GARDENING AND HYGIENE SERVICE FOR THE SOUTHERN GRID ON AND AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 60 MONTHS.

The Southern Grid has 4 CLN namely Bloemfontein, Port Elizabeth, East London and Welkom Sasolburg, therefore there will be four (4) contracts.

The substations under Bloemfontein are as follows:

- Harvard substation
- Beta Substation
- Perseus substation
- Luckhoff substation
- Merapi substation
- Serumula substation
- Boundary substation

The home centre is Harvard substation in Koppie Road, Bainsvlei.

o 1.2 Employer's requirements for the service

The Scope of Work entails keeping the workplace clean and tidy in the following respects:

- Cleaning the kitchen areas
- Cleaning the cookware in the kitchens
- Cleaning the recreation areas
- Cleaning the office areas
- Cleaning of ablution units
- Cleaning the windows
- Cleaner Service (Full-time Cleaners; Weekend Cleaners)
- Supply and Delivery of cleaning Hygiene Consumables
- Once off installation of hygiene equipment's (if required)
- The Contractor will provide hygiene services and inspect all hygiene equipment while performing their duties and report any defective or damaged hygiene equipment to the NTCSA
- Once off installation of hygiene equipment's (if required)
- Pest control
- Waste management

Gardening

- Sweeping the floors
- Maintaining the garden
- Cleaning the dust bins

THE PROVISION OF CLEANING SERVICE, PEST CONTROL, GARDENING AND HYGIENE SERVICE FOR THE BLOEMFONTEIN CLN WITHIN THE SOUTHERN GRID ON AND AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 60 MONTHS

The Contractor is responsible for delivering cleaning, gardening, hygiene, pest control, gardening and waste management services according to a predetermined frequency and responding to exceptional circumstances as directed by the Employer (Service Manager).

The Contractor shall provide all labour, administration and management, equipment, tools, supplies and material required to perform the gardening, cleaning, and pest services specified herein.

NB: THE EXACT SITES FOR THIS CONTRACT WILL BE CONFIRMED ON TASK ORDER STAGE.

Working times

Monday - Friday: 7:00am to 15:30pm

Saturday, Sunday and Public Holidays: 08:00am to 12:00pm (if required)

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

Closure of Site

In the event that a site closes down then the services at that site must come to a stop. No compensation will be paid when a site is closed down. Should a site close down, NTCSA reserves the right to instruct the *Contractor* to re-allocate the Service to other sites in the region site based on business requirements. No re-allocation or disruption costs will be paid in this respect.

1.3 Detailed description of the service

Manpower Requirements for the General Cleaning

1.4. Supervision Manpower Requirements

1.4.1 List of Cleaning Tools and Equipment for the Services

- Wet & dry Industrial vacuum machines
- Buckets round 25/10 L (different colors for bathrooms and other areas),
- Feather dusters – short and long
- Cleaning Trolley
- Multi-function Cleaning Trolley with gear-press
- Housekeeping trolley
- Brooms
- Gear Press Mops
- Mops (household)
- Dustpan
- Brush, squeegees with extendable handle to reach a height of 3.3 m (visa-versa 2,5 m telescopic pole)
- 2 x wet floor signs per cleaner
- 3 Step Folding Ladder (household ladder)
- Trigger Action Spray Bottles
- Mops Lobby Standard
- Window Cleaning toolkit

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Consumables

5 Litre Dishwashing liquid
5 Litre Pine gel
5 Litre Floor polish
(Pack of 10) Black refuse bags
5 Litre Handy andy
5 Litre Bowel cleaner
5 Litre Bleach
275ml Furniture polish spray
Orange dust cloths
Dish cloths
Drying cloths
Microfibre cloth (different colours)
Doom
Gloves (when cleaning toilets)
Mask
Air freshener/refill/spray
Deo blocks
window Lene

14.2 Minimum Requirements to Provide the Required Services

1.4.2.1 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).

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).

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- 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).
- 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.

1.4.3 Inspection for Cleaning the General Buildings

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

1.4.3.1 Items / Surfaces for Cleaning.

1.4.3.1.1 List of General Surfaces for Cleaning

- 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)
- Glass surfaces
- Desks/workstations/tables

1.4.3.1.2 Fire escapes

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

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1.4.3.1.3 Tea and coffee areas

- Glass doors and windows
- Aluminum railing
- Plastic seats
- Chrome piping
- Tiled walls
- Sinks and taps
- Hydro boil
- Fridge
- Microwave

1.4.3.1.4 Toilet Areas

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

1.4.3.1.6 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 (3 x per day).
- Defects to be attended to immediately. Report any defects e.g., blocked toilets, broken toilet seats, handles or taps etc.

1.4.3.1.7 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.
- Clean and disinfect both internal and external surfaces of the unit.

1.4.3.1.8 Hand Basins, Showers, Baths and Sinks

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

1.4.4 Cleaning Duties for the Equipment Storerooms

Use oil spill kits to clean-up oil spillages and grease on floor surfaces.

1.4.5 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

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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 the 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.

1.4.6 Cleaning Equipment Separation

Separate equipment cleaning for toilets and other bathroom areas should be used to prevent any germs / bacteria for spreading to other areas as the toilet is a big breeder of germs / bacteria. By using the same cleaning materials, we are merely transferring germs to other areas and cause cross contamination.

1.4.7 Personal Protective Clothing

Personal protective clothing should be worn for cleaning toilets mainly for the reasons below.

- By using the same cleaning materials, we are merely transferring germs to other areas and cause cross contamination.
- To avoid spreading of germs / bacteria or contracting any illness due to germs
- The toilet needs to be cleaned with strong chemical / sanitizers to kill any germs.
- To avoid yourself inhaling or burning your skin, it is necessary to wear gloves, face mask and other protective clothing.

1.4.8 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.
-

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1.4.9 Requisite PPE When Spraying with Chemicals

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

1.4.10. Inspection checklist

- Inspection sheets to be displayed in predetermined areas.
- Supervisor to do inspections as per check list and sign off.
- All check list and Supervisor report to be submitted each Monday for discussion and actions.

1.4.11 Uniforms for the staff

- All staff to be issued with appropriate PPE, winter clothing and rain coats.
- All staff to be clearly identified.
- The Contractor shall ensure that their staff appearance is neat

1.4.12 Customer survey

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

1.4.13 General Cleaning Services

A daily cleaning service must be rendered.

1.4.13.1 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**.

1.4.13.2 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**.

1.4.13.3 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).

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- 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 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.
-

1.4.13.4 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).

1.4.13.5 Waste Disposal

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

1.4.13.6 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).

1.4.13.7 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).

1.4.13.8 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)**.

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1.4.13.9 Windows & Walls at Reach (2m and below)

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

1.4.13.10 General

- Clean and disinfect accessible surfaces of fixtures.
- 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.

1.4.13.11 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.

1.4.13.12 Boardrooms/ Small meeting rooms- Perseus Harvard and Beta substations have boardrooms

- 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.

1.4.13.13 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.

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1.4.14 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.

1.4.14.1 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.

1.4.15 Inspection for the Work Areas and Surfaces

Inspection to be carried out in accordance with inspection list.

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

MAJOR REQUIREMENT	SPECIFIC REQUIREMENT	AVAILABILITY / PERFORMANCE STANDARDS
External Window cleaning greater than a height of 3.3 meters	<ol style="list-style-type: none">1. Fully clean the outside of all window glass and frames, on specified buildings where the windows exceed a height of 3.3m.2. Windows are to be free of dust, fingerprinting, stains, markings.3. This must be carried out with strict supervision and in accordance with the Occupational Health and Safety Act.	<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>

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

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

1.4.18 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 moths
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 moths
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

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1.5. HYGIENE SERVICES

1.5.1 SUPPLY AND DELIVERY OF HYGIENE CONSUMABLES

MAJOR REQUIRMENTS	SPECIFIC REQUIREMENTS	AVAILABILITY/ PERFORMANCE STANDARDS
Hygiene Consumables	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.	Failure to deliver consumables constitutes non-compliance.
	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> .	Delivery of consumables greater than the fixed amount constitutes non-compliance and will be for the cost of the <i>Contractor</i> .
	All hygiene dispensers/equipment's & consumables must be SABS approved.	
	The Contractor shall be required to perform stock control of the consumables supplied and replenishment of consumable stock as required.	Failure to manage and keep consumables consumption records effectively, will constitute non-compliance.
	The Contractor will ensure that the hygiene is stocked with consumables, including, but not limited to: toilet paper; hand towels, liquid or foam soap, toilet bin liners, air fresheners; sanitation equipment, etc. at all times	Consumable stock levels are to be monitored and requests for consumable stock to be made timeously.

1.5.2. 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. All sanitary waste to be removed discretely from each site.

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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.

1.5.3 REPLACEMENT OF HYGIENE EQUIPMENT (ON REQUEST)

MAJOR REQUIRMENTS	SPECIFIC REQUIREMENTS	AVAILABILITY/ PERFORMANCE STANDARDS
1. Hygiene Equipment (as and when requested)	<p>The Contractor will inspect all hygiene equipment while performing their duties and report any defective or damaged equipment to the Service Manager.</p> <p>Replace and install (on request):</p> <p>Hand Paper Towel Dispenser Wall Bin Soap Dispenser Air Freshener Toilet Roll Dispenser Seat Wipe Dispenser She Bins She Packet Holder Urinal Spray Dispenser</p>	

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1.6 PEST AND RODENT CONTROL SERVICE

MAJOR REQUIREMENTS	SPECIFIC REQUIREMENTS	AVAILABILITY/PERFORMANCE STANDARDS
<p>Equipment / Bait Stations / Service</p>	<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.</p> <p>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>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</p>

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	<p>SANS 10402:2013-The Application of Fumigants.</p> <p>SANS 10133:2011 - The Application of Pesticides in Food Handling, Food Processing and Catering Establishments</p> <p>If this service is subcontracted the service provider has to ensure that the subcontractor Provides a copy of a valid certificate of Registration for a Pest Control Operator (PCO) - Structural Pest Control (Commercial and Domestic) for a resource in the employ of or contracted to the tendering company.</p>	<p>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.</p> <p>Service Report on site</p>
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1.6.1

Training / Skills Development	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
	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.
	Supervisor of the <i>Contractor</i> must be equipped with cell phones, which are fully operable during service hours.	Any supervisor not available during service hours must be addressed by Senior Management of the <i>Contractor</i> .
Staff	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.

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	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 any cleaner when on NTCSA site. Designated resting areas will be allocated to cleaners.	Any staff found sleeping on site, NTCSA reserves the right to instruct Contractor to remove cleaner from site.
Reporting	The monthly report must as a minimum include the following: consumable stock-count report; staff attendance report; equipment breakdowns; and rectification report, schedules and duties performed, quality control report, staff turnover, 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
Contractor Facilities (where applicable)	<p>The Contractor must ensure that the facilities made available to contractors, if applicable, for change rooms, offices 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 kept clean and hygienic at all times

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Pay slips / Salaries	<p>Each cleaner 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 request.</p>	<p>Failure to adhere will result in retaining of that amount. Retaining 5% of monthly invoice. Ensure compliance with Provident Fund and UIF which will be refunded annually in December.</p>
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1.6.2 SUMMART TABLE OF FREQUENCY OF SERVICE

Offices /Boardrooms / Consultation Rooms / Server room / Pause Areas Etc.	Frequency
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 n/a	Weekly
Skirting, including power skirting, to be cleaned and disinfected	Weekly
All door handles to be cleaned with disinfectant	Daily
Building Internal	
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

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Offices /Boardrooms / Consultation Rooms / Server room / Pause Areas Etc.	Frequency
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
Bathrooms	
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
Kitchen Cleaning	
Microwave	Daily
Dishes	Daily
Refrigerator	Daily
Refrigerator Inside	Weekly
Cabinets	Weekly
Cabinets Outside	Weekly
Sink	Weekly
Countertop	Weekly
Waste Disposal / Waste receptacles	
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.	Daily
Compaction and waste disposal areas must be hygienically maintained and free of litter and smells	
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	
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)	
Storerooms	

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Offices /Boardrooms / Consultation Rooms / Server room / Pause Areas Etc.	Frequency
Sweep and mop floors	Weekly
Keep shelves /items dust free	Weekly

1.6.3 General Requirements and Supervision Service

Statement of Service Objectives	To achieve a win-win relationship between the Eskom team and the <i>Contractor</i> in providing non-technical facility management services. Building positive attitudes, where problems are resolved together with initiative and enthusiasm.	
Background Information	<p>Eskom requires a <i>Contractor</i> that can act in a professional and independent manner, manage their own team and implement a system of continuous improvements beneficial to Eskom and the <i>Contractor</i>.</p> <p>The <i>Contractor</i> will be responsible for ensuring that the fundamental requirements of the contract are not only met, but also exceeded.</p> <p>The <i>Contractor</i> is to manage the Service and any item related to that Service in the Eskom sites with innovation and integrity.</p> <p>Materials and substances used must comply with the environmental legislation and must be environmentally friendly. All work to be performed as per OHSACT regulations, local municipal by-laws, government legislation and SABS codes. All work must be supervised and managed by responsible supervisors. The <i>Contractor</i> together with the supervisor and head office manager is required to attend regular meetings with Eskom on-site.</p>	
MAJOR REQUIREMENT	SPECIFIC REQUIREMENT	AVAILABILITY / PERFORMANCE STANDARDS
1. Supervision	1.1 All activities carried out by employees of the <i>Contractor</i> shall be supervised and managed by a responsible supervisor. Any reasonable instruction made by Eskom to the <i>Contractor</i> , in writing, shall be communicated to the <i>Contractor's</i> staff by the <i>Contractor</i> . Proof of information sharing to the <i>Contractor's</i> employees must be submitted to Eskom.	No incident of failure to comply with this responsibility and/or Service Level may be determined during the currency of this Agreement. Staff failure to comply with Eskom instructions will be deemed a failure in Supervision.
	1.2 The <i>Contractor</i> will be required to attend regular meetings not only by the site supervisor but also a head/ regional-office manager.	Meetings to be arranged by the <i>Service Manager</i> ; and no failure to comply with this responsibility must occur during the period of this contract.

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	1.3 Any preventative / corrective action requested must be addressed in follow-up meetings.	Failure to advise on action being under- taken to address issues raised in previous meetings will result in a
	1.4 Other contractors and/or the employees may be working on the same site and the <i>Contractor</i> may in such cases be required to work in close corporation therewith.	Incidence of un-co-operative or lack of assistance shall not be tolerated, unless a valid reason exists of which Eskom must be notified immediately.
	1.5 The <i>Contractor</i> shall ensure that their staff are at all times professional, sober and courteous towards visitors and tenants frequenting any Eskom site/s.	Where necessary the <i>Contractor</i> to take appropriate action against the staff member. Where appropriate Eskom reserves the right to have the guilty staff member removed from site.
2. Uniforms, Personal Protective Equipment and Appearance	2.1 The <i>Contractor</i> shall provide for his staff on site with the specified uniform. It is the <i>Contractor's</i> responsibility to ensure that the cleanliness, correctness and	Any staff of the <i>Contractor</i> found wearing the incorrect uniform, or found with dirty or wrinkled clothes, or not wearing their identity/ name tag shall result in a non- compliance to the
	2.2 The <i>Contractor</i> shall ensure that their staff appearance is neat, that such staff are well groomed and that such personnel at all times whilst on duty wear their uniforms and applicable personal protective equipment	Any staff of the <i>Contractor</i> found untidy, not clean, or with inappropriate hygiene, shall be requested to be removed from site, with immediate effect. The <i>Contractor</i> shall provide an acceptable and approved replacement/ reliever at no cost to Eskom.
3. Staff	4.1 The <i>Contractor</i> shall ensure that its personnel only make use of facilities specifically provided to such personnel on 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.
	4.2 The <i>Contractor</i> staff shall inform the relevant Site Owner at least a week prior to arriving at the site.	Failing in complying will result in a non-conformance.
	4.3 All <i>Contractor's</i> staff shall report to the relevant Site Owner upon arriving on Site and prior to commencing work.	Failing in complying will result in a non-conformance, and may result in the <i>Contractor</i> not granted access to the Site.
	4.3 Full details of any member of staff must be provided by the <i>Contractor</i> at the request of Eskom	Failure to provide details of a staff member as requested will result in a non- compliance.

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	4.4 Staff will act in a responsible manner and will not compromise any security procedure applicable on the site.	Failure to act in a responsible manner will result in a non- compliance.
4. Reporting	5.1 The monthly report must as a minimum include the following: staff attendance report; equipment breakdowns; and rectification report, schedules and duties performed, quality control report, staff turnover, customer complaints / compliments,	No failure to provide relevant information in a clear and legible format. Format to be discussed and agreed with the <i>Service Manager</i>

1.6.4 SUPERVISOR SERVICE

MAJOR REQUIREMENT	SPECIFIC REQUIREMENT	AVAILABILITY / PERFORMANCE STANDARDS
1. Supervision	1.1 All activities carried out by employees of the Contractor shall be supervised and managed by a responsible supervisor. Any reasonable instruction made by Eskom to the Contractor, in writing, shall be communicated to the Contractor's staff by the Contractor. Proof of information sharing to the Contractor's employees must be submitted to Eskom.	No incident of failure to comply with this responsibility and/or Service Level may be determined during the currency of this Agreement. Staff failure to comply with Eskom instructions will be deemed a failure in Supervision.
	1.2 The Contractor will be required to attend regular meetings not only by the site supervisor but also a head/ regional-office	Meetings to be arranged by the Service Manager; and no failure to comply with this responsibility must occur during the period of this contract.
	1.3 Any preventative / corrective action requested must be addressed in follow-up meetings.	Failure to advise on action being under- taken to address issues raised in previous meetings will result in a non-compliance.

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	1.4 Other contractors and/or the employees may be working on the same site and the Contractor may in such cases be required to work in close corporation therewith.	Incidence of un-co-operative or lack of assistance shall not be tolerated, unless a valid reason exists of which Eskom must be notified immediately.
	1.5 The Contractor shall ensure that their staff are at all times professional, sober and courteous towards visitors and tenants frequenting any Eskom site/s.	Where necessary the Contractor to take appropriate action against the staff member. Where appropriate Eskom reserves the right to have the guilty staff member removed from site.

1.6.5

MAJOR REQUIRMENTS	SPECIFIC REQUIREMENTS	AVAILABILITY/ PERFORMANCE STANDARDS
1.Equipment and Cleaning Consumables	<p>1.1 The Contractor shall, at its own cost acquire, maintain, replace and/or replenish all cleaning equipment required to provide the Service.</p> <p>The Contractor shall provide at least the following equipment to provide the service:</p> <p>Wet and dry Vacuum Machines, Mop Trollies, Brooms – Soft bristle, Buckets round - 25 litre, Dust cloths, Feather Dusters, dish cloths,</p>	No incident of failure to comply with this responsibility may be determined during the period of this contract.

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	<p>1.2 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.</p> <p>1.3 The Contractor will inspect all hygiene equipment while performing their duties and report any defective or damaged hygiene equipment to the Eskom.</p>	No incident of failure to comply with this responsibility and/or Service Level may be determined during the period of this contract.
	1.4 The Contractor shall inspect all equipment to ensure the above responsibilities are complied with.	Failure to produce proof of inspection, on request, shall result in a non-compliance.
	1.5 A register shall be kept of all cleaning equipment for random inspection/ physical/ operational checks.	Any Contractor who fails to submit the completed and updated register with the monthly report may result in non-compliance.
	1.6 The Contractor shall, at its own cost, supply and deliver all cleaning consumables.	Failure to provide delivery notes will result in non-compliance.
	1.7 The <i>Contractor</i> shall provide all the necessary cleaning consumables/chemicals and cleaning material which must be environmentally friendly, have the require safety data sheets and be SABS approved, in order for the Contractor to carry out the service stipulated in section 1.2.2 Cleaner Service	The <i>Contractor</i> is to provide relevant information on products used. Failure to comply will result in a non-compliance.
2. Ad-hoc Cleaning	2.1 Attend to any spillages, and other emergency cleaning requirements, such that the Site is always in a prime state.	No failure to complete emergency cleaning requirements specified.
	2.2 In the event of graffiti inside or outside the building, the <i>Contractor</i> must ensure that it is removed.	Removal of graffiti to commence immediately upon identification.

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<p>3. Hard floor cleaning</p>	<p>3.1 All hard floor coverings including edges and skirting shall be cleaned in such a way to preserve the floor coverings. The process should ensure that all floor areas are free from debris, dust, dirt, spillage, and litter and scuff marks to display an even lustre on completion. Any stains and deposits should be removed.</p> <p>3.2 No fresh stains shall be evident. Where necessary, site specific requirements should be complied with, as for the various surfaces finishes such as concrete, polished tiles, wood, etc.</p> <p>This to include hard surfaces in Lifts, escalators, management offices, training centres, etc.</p> <p>3.3 Apply polish on all hard floors in common areas i.e reception, kitchen, hallways, etc. on an as and when required basis, as indicated by <i>Service Manager</i> the polish should be stripped and re-applied to maintain non-slip shiny floor.</p>	<p>No accumulation of ingrained / impacted dirt, particularly in crevices, corners and edging. No evidence of any accumulation of slurry, soap or residues from cleaning agents. No evidence of slippery floor surfaces, powdering discoloration, build up and scuffing.</p> <p>Misuse of inappropriate cleaning agents. No evidence of dirt or debris under desks, around edges of furniture, corners, lift landing plates, under glass cladding of escalators, vertical and horizontal surfaces of escalators (incl. handrails, glass barriers, bollards) fire escapes and service passages, and areas difficult to access. No cloth or mop lines to be left on the surfaces</p> <p>No evidence of non-shine floor.</p>
<p>4. Soft floor coverings</p>	<p>4.1 All soft floor coverings including edges and skirting shall be free from debris dust and dirt. Any stains and deposits should be removed. No fresh stains shall be evident. This includes all carpets, rugs, entrance mats, etc.</p> <p>4.2 Mats shall be positioned in such a manner so as not to constitute a tripping hazard.</p> <p>4.3 In addition to the normal vacuuming of carpets the <i>Service Manager</i> may require extraction carpet cleaning. This will be done by the onsite cleaners however extraction carpet cleaning equipment and chemicals will be provided by <i>Employer</i>.</p>	<p>All carpeted floor areas, throw rugs, and floor mats must be vacuumed to ensure that such floors are free from loose debris, dirt, dust, stains, build-up and other foreign matter.</p> <p>Carpeted areas, throw rugs, and floor mats shall be spot cleaned and shampooed in accordance with the manufacturers' specifications.</p> <p>Any soft flooring with dirt, debris or litter shall result in non-compliance.</p>

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5.Slip resistant floors	5.1 Floor surfaces having a slip resistant property shall remain slip resistant, in particular when there is dampness or water spillage.	<p>Failure to ensure non-slip floor finishing shall result in non-compliance.</p> <p>Failure to make an area safe after any water spillage or any leftover dampness as a result of cleaning shall result in non-compliance.</p>
6.Stairs	6.1 All stairs including treads, risers, nosing banisters, balustrades, handrails, ledges and guards must be free from dust, debris, stains and marks.	No evidence of debris, fresh stains and spillage, or cleaning marks / lines.
7. Internal glass, mirrors and cladding (including interior of lifts)	<p>7.1 All glass / mirrors (excluding external windows) shall be free of dust, void of stains and a streak /smear free finish achieved.</p> <p>7.2 All internal glass partitions shall be free of dust, void of finger printing, stains, markings and with a dry streak / smear free finish.</p>	No evidence of build-up in corner areas, around fixtures, streak marks, smears or heavy finger marking.
8. Paintwork, walls and doors	8.1 All paintwork, walls and doors, including framework shall be void of stains and markings (no graffiti) ingrained dust, dirt and cobwebs, with a streak/ smear free even finish achieved with no visible water marks.	No evidence of stains, accumulation of dirt and debris particularly on edging and in corners; no cobwebs, watermarks.
9. Ceilings and bulkheads, including air conditioning diffusers	9.1 All ceiling surfaces shall be free from cobwebs and other debris. All air conditioning diffusers to be free from dust and marks. This to be done to a height of 3.3 meters.	No evidence of cobwebs and or cleaning marks, finger prints or static residue.
10. Furniture, fixtures and fittings including architectural a structural ironmongery, bulkheads and signage.	<p>10.1 All furniture, fixtures and fittings including architectural Ironmongery shall be cleaned / polished appropriately to ensure protection. The process should ensure the above to be free from dust, void of stains, with a streak / smear free finish achieved.</p> <p>Common area signage below 3.3 meters high to be kept dirt free.</p>	No evidence of accumulated grime, dirt deposits, chemical build up and / or stains resulting from other associated cleaning processes.
11. Sanitary ware	11.1 All sanitary ware, sinks, wash-hand basins, surfaces and their appropriate visible surface pipe-work, splash backs, taps, chains and plugs shall be void of all soiling, detergent	No misuse of inappropriate cleaning agents.

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12. Blinds, louvers and sun visors	12.1 Blinds shall be cleaned appropriately. The process should ensure the above to be free from dust and stains.	No evidence of dust and stains.
13. Waste receptacles	<p>13.1 All waste receptacles shall be clean, dry, dust / dirt free and have an acceptable odour. All dustbins and trash receptacles shall:</p> <p>13.1.1 Be emptied and returned to its original location so as to ensure a clean, neat and professional site appearance.</p> <p>13.1.2 Be cleaned to ensure such dustbins are substantially free from any dust, removable stains, soil, grease, odours and spillages.</p> <p>13.1.3 Be emptied in a manner which does not in any manner disrupt any activities.</p> <p>13.1.4 All obviously soiled or torn trash receptacle liners shall be replaced.</p> <p>13.1.5 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.</p> <p>13.1.6 Waste bins may never be more than 60% full. Compaction and waste disposal areas must be hygienically maintained and free of litter and smells.</p>	<p>No occurrence of overflowing receptacles.</p> <p>No failure to prevent the receptacles from becoming foul smelling and / or heavily soiled.</p> <p>No failure to replace bin liners where appropriate.</p> <p>Overflowing waste bins should be cleared</p>
14. High-level ledges and surfaces including air conditioning grills and diffuser outlets, high level ducting, vents and sides a edges of escalators, light fittings, etc.	14.1 High-level ledges and surfaces shall be cleaned using the correct access equipment; the process should ensure the above to be free from ingrained dirt and dust, void of all stains and markings. This includes canopies, exposed trusses and beams.	No evidence of ingrained dirt and dust, void of all stains and markings. No evidence of moths, dust or rodent or animal faeces in escalator panels, or on high level ledges or surfaces. This to be performed as a minimum every 3 days

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<p>15.Toilets / ablution/Shower/ Hand Basins/Sinks/Bath facilities/Urinals</p>	<p>All cleaning and maintaining of toilets shall be carried out daily. All toilets to be kept clean at all times.</p> <p>Inspection every hour and recorded on an inspection sheet. Inspection sheet to be signed off by Contractor supervisor.</p> <p>Provision should be made to ensure that toilet, shower and bath facilities would be free of any permanent odours. The cleaning process should ensure protection of all surfaces. All sinks, basins, w.c.'s, urinals, troughs, cisterns, shower heads, chains and plugs should be free of all stains, ingrained dirt, build-up of lime scale, with a streak / smear free finish achieved.</p> <p>Floors and walls to be cleaned with a fungicide solution.</p> <p>Basins, Urinals and Bowls and Fittings to be cleaned with a disinfectant.</p> <p>All defects to be reported to Eskom supervisor and ensure that are logged on NTCSA</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 fitments.</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,</p>	<p>No occasion of persistent complaints regarding odours.</p> <p>No evidence of stains, ingrained dirt, build-up of lime scale, dry germ, streaks / smears.</p>
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<p>16. Ablution, Bathroom and Kitchen consumables and hygiene equipment</p>	<p>16.1 The <i>Contractor</i> shall be required to perform stock control of the consumables supplied and request replenishment of consumable stock as required.</p> <p>16.2 The <i>Contractor</i> will ensure that the hygiene equipment are stocked with consumables, including, but not limited to: toilet paper; hand towels, liquid or foam soap, toilet bin liners, air fresheners; sanitation equipment, etc. at all times.</p> <p>16.3 The <i>Contractor</i> shall ensure that all hygiene equipment is clean and free of obstructions.</p> <p>16.4 The <i>Contractor</i> shall report any broken or malfunctioning hygiene equipment immediately to the <i>Service Manager</i>.</p>	<p>Consumable stock levels are to be monitored and requests for consumable stock to be made timeously.</p> <p>No failure of availability of supplies at the point of use.</p> <p>No failure in the functioning of hygiene equipment.</p>
<p>17. Window cleaning less than 3.3 meters high</p>	<p>17.1 Fully clean all the inside of the window glass and frames on a monthly basis.</p> <p>17.2 Fully clean the outside of all window glass and frames every 3 months, up to a height of 3.3 meters.</p> <p>17.3 Windows are to be free of dust, fingerprinting, stains, markings.</p> <p>17.4 All window cleaning will be done from ground level, with the use of an extendable squeegee.</p>	<p>No incidence of failing to clean the windows every month.</p> <p>No incidence of failing to clean the windows every 3 months.</p> <p>No failure to leave windows (including frames) free of dirt and smears at the conclusion of each cleaning cycle.</p>
<p>18. External</p>	<p>18.1 A program of collection will be implemented by the <i>Contractor</i> to ensure that there is no accumulation of litter within the grounds and city council roads' reserves bordering on the site at any time</p>	<p>Ensure that all litter is collected, and removed as and when required.</p>

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NTCSA	<p>18.2 Waste bins to be positioned as agreed with and will be emptied and cleaned regularly such that they never overflow and are kept in a sanitary condition.</p> <p>18.3 Cigarette disposal provisions will be provided by NTCSA at all designated smoking points and will be emptied and cleaned regularly such that they never overflow.</p> <p>18.4 Parking garages / areas to be swept and free of litter.</p>	<p>No occurrence of overflowing receptacles.</p> <p>No failure to prevent the receptacles from becoming foul smelling and / or heavily soiled.</p> <p>No occurrence of overflowing receptacles</p> <p>No litter and evidence of accumulated dirt.</p>
	18.5 The external fabric of the building will be cleaned to a height of 3.3 metres to maintain the external appearance.	Ensure the building is cleaned regularly and free of dirt and removable marks and stains.
19.Dining area Cleaning	19.1 All tables, chairs, to be cleaned and furniture rearranged as per agreed arrangement. Dining area to be kept in a clean and neat condition at all times.	Waste / litter to be removed; tables and chairs to be wiped clean. All bins to be regularly cleaned, so as to allow capacity during peak periods.
20. Kitchen / Tea Stations / Kitchenettes	<p>20.1 All cleaning of the kitchen/tea station/kitchenettes shall be carried out daily.</p> <ul style="list-style-type: none"> - Cleaning and degreasing microwave and stoves. - Descaling of Kettles. - Washing of crockery and cutlery. - Cleaning of fridge and clear of odours. 	No failure to provide services as required. These facilities are to be kept clean and hygienic at all times
	20.2 All defects to be reported to NTCSA supervisor and ensure that are logged on NTCSA Call Centre.	

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21.Contractors facilities	<p>21.1 The <i>Contractor</i> must ensure that the facilities made available to <i>Contractor</i>, if applicable, for change rooms, offices are kept clean, tidy and to an acceptable standard.</p> <p>21.2 The <i>Contractor</i> must ensure that adequate lockable lockers are provided for each cleaner, these must be of an acceptable standard.</p> <p>20.3 The <i>Contractor</i> is to comply to the OHS Act with regards to the provision of facilities for their staff</p>	No failure to provide services as required. These facilities are to be kept clean and hygienic at all times
22. Delivery Yards / warehouses/ workshops	<p>22.1 The <i>Contractor</i> must ensure that the delivery yards, warehouses and workshops are clean and tidy, with no litter, excessive dust, dirt and debris.</p>	No failure to provide an area that is free of litter, dust, dirt and debris.
1.6.6 WEEKEND CLEANER		
MAJOR REQUIRMENTS	SPECIFIC REQUIREMENTS	AVAILABILITY/ PERFORMANCE STANDARDS
1.Requirements	<p>1.1 The weekend cleaner will be required to comply with all requirements stipulated under C3.1 – 1.2.2 CLEANER SERVICE.</p>	No incident of failure to comply with this responsibility may be determined during the period of this contract
2. Working Days and Times	<p>2.1 The Weekend Cleaner is required to work on both Saturdays and Sundays.</p> <p>2.2 The working duration of the Weekend Cleaner is 4 hours per day, from 08:00 to 12:00, unless the working hours are changed by the Service Manager.</p>	No incident of failure to have a cleaner available during the specified working times at the identified sites.

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2.PUBLIC HOLIDAY CLEANER

MAJOR REQUIRMENTS	SPECIFIC REQUIREMENTS	AVAILABILITY/ PERFORMANCE STANDARDS
2.2.1. Requirements	1.1 The Public Holiday cleaner will be required to comply with all requirements stipulated under C3.1 – 1.2.2 CLEANER SERVICE.	No incident of failure to comply with this responsibility may be determined during the period of this contract
2.2.2 Working Days and Times	2.1 The Public Holiday Cleaner is required to work on days identified by the South African government as Public Holidays. 2.2 The working duration of the Public Cleaner is 4 hours per day, from 08:00 to 12:00, unless the working hours are changed by the <i>Service Manager</i> .	No incident of failure to have a cleaner available during the specified working times at the identified sites.

2.2.3 HALF DAY CLEANER

MAJOR REQUIRMENTS	SPECIFIC REQUIREMENTS	AVAILABILITY/ PERFORMANCE STANDARDS
1.Requirements	1.1 The Half Day cleaner will be required to comply with all requirements stipulated under C3.1 – 1.2.2 CLEANER SERVICE.	No incident of failure to comply with this responsibility may be determined during the period of this contract
2. Working Days and Times	2.1 The Half Day Cleaner is required to work on days deemed as normal working days, from Monday to Friday. 2.2 The working duration of the Half Day Cleaner is 5 hours per day, from 08:00 to 13:00. The working times may be changed, as stipulated by the <i>Service Manager</i> .	No incident of failure to have a cleaner available during the specified working times at the identified sites.

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2.2.4 SANITARY HYGIENE BIN SERVICE

MAJOR REQUIRMENTS	SPECIFIC REQUIREMENTS	AVAILABILITY/ PERFORMANCE STANDARDS
1. Sanitary Services	<p>1.1 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.</p> <p>1.2 All bins, liners and cleaning materials/consumables must be provided by the <i>Contractor</i> as part of the service.</p> <p>1.3 The bins are to be cleaned and disinfected to kill all bacteria and the bin liner needs to be replaced with each service.</p> <p>1.4 All bins must be in a neat and working condition at all times. Bins must be replaced immediately if requested by the <i>Service Manager</i>.</p> <p>1.5 All sanitary waste to be removed discretely from each site.</p> <p>1.6 Waste Disposal Certificates must be supplied by the <i>Contractor</i> to the <i>Service Manager</i>.</p>	Failure to provide sanitary services in line with the specified frequency will be deemed as a non-compliance.

3. Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning for Abbreviation
TXF	Transmission Facilities
TX	Transmission
Sat.	Saturday
Sun.	Sunday

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PPE	Personal Protective Equipment
SOC	State Owned Company
NEC	New Engineering Contract
PDF	Portable Document Format
FAS	Fall Arrest System
SHEQ	Safety Health Environment Quality
CNC	Customer Network Centre
OHSACT	Occupational Hygiene and Safety Act
SABS	South African Bureau of Standards
ISO	International Organization for Standardization
SANS	South African National Standards
N/A	Not Applicable

4 Other Documentation

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		
Health and Safety requirements		
Environmental requirements		
Site regulations and access control		
Police Clearances		
Quality Requirements		✓
SHEQ policy 32-727		✓
SHE Requirements for the Eskom for commercial purposes 32-726		✓
240-62946386-Vehicle and driver safety management procedure		✓
240-120054284 Personal protective equipment standard		✓
240-62196227-life saving rules		✓

SPECIFICATION	REV.	TITLE AND PUBLISHER	ATTACHED Y/N
		environment:	
32-727	LATEST	Safety, Health, Environment and Quality (SHEQ) policy	
B 240-77471499	LATEST	Annexure B: Acknowledgement Form for Eskom SHE Rules and other Requirements	
C5 240-108987034	LATEST	Environmental Tender Evaluation and Scoring Card	
ACT No. 107 OF 1998	LATEST	national environmental management act	
ACT No. 73 OF 1989	LATEST	Environment conservation act	
ACT No 105 OF 1991	LATEST	Game theft Act	

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ACT 15 OF 1973	LATEST	Hazardous substances act	
ACT 10 OF 2004	LATEST	National environmental biodiversity act	
ACT 59 OF 2008	LATEST	National environmental management waste act	
240-133087117	REV 1	Environmental incident management procedure	
32-1163	REV 0	Eskom Water Management Policy	
32-245	LATEST	Waste Management standard	
NWS. 1494	3	Fire prevention and the protection of Contractor's premises on New Works sites	
32-1173	REV 1	Access to farms (TX, DX, Customer Services & Gen)	

5. Management strategy and start up

5.1 The Contractor's plan for the service

The Contractor's plan for the service

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 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

5.2 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

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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.

5.3 Contractor's management, supervision and key people

The Contractor is required to hire experienced supervisor with a proven track record in specialized cleaning environments. These specialized supervisors must possess a minimum of five years of experience in supervising specialized cleaning areas. Prior to deployment on-site to oversee activities, the qualifications,

training records, and curriculum vitae of the cleaners must be submitted to the Service Manager for approval. Specialized training is a prerequisite for the supervisory position.

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

5.3.1 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 of 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).

5.3.2 Contractor's Responsibility

The Contractor shall conform with Eskom Distribution Stand NTCSA and "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.

5.3.3 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.

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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.

6. Provision of bonds and guarantees

N/A

7. Documentation control

All Contractual Documents must have relevant Contract Number and Purchase Order Number as reference per the NTCSA 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 procedures. All invoices and service delivery notes must be in PDF format.

8. 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

- 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 SAP system does not support more than one PDF being linked into workflow at a time.
- Only one PDF file per email (one invoice or debit note or credit note).
- Send all invoices in PDF straight from your system to an NTCSA email address (see the email address below).
- When it comes to foreign invoices, suppliers will be required to physical deliver the hard copies of original documents to the respective documentation management centers – though invoices emailed. NTCSA is still seeking clarity from the South African Reserve Bank for foreign invoices and currency. Current requirements are that these manual invoices should be submitted. Invoice copy can be sent to the email address indicated below.
- All submitted invoices electronically must comply with the Tax Requirements.
- If there is a Cost Price Adjustment on the invoice, NTCSA recommends separate invoice for CPA to avoid delays on payment, if there are issues for the CPA.
- Introduction of electronic invoicing does not guarantee payment but will ensure visibility of all invoices and ensure that no invoices get lost. If the goods receipt is not done, the invoice will

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be parked, and the system will automatically send an email to the end user to do good receipt. This is also tracked by NTCSA through the park invoice report.

- The Contractor can request a park invoice report from the Finance Shared Services (FSS) contact centre which can then be followed up and corrected.
- The Contractor is welcome to forward the details of invoices corrected to the FSS contact centre.
- All invoices for payment must be submitted to invoiceseskomlocal@eskom.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@eskom.co.za
- Introducing electronic invoicing does not guarantee payment, but will ensure visibility of all invoices as well as ensure that no invoices are lost. If the Goods Receipt (GR) is **not** done, the invoice will be parked and the system will automatically send an email to the end user to do the GR. This is also tracked by NTCSA through the parked invoice report.

8.1 Payment Item Descriptions

The descriptions given for the payment items in the Price List, indicate the work to be allowed for in the tendered rates and prices for such payment items, and are for the guidance of the *Contractor* and do not necessarily repeat all the details of work and materials required by and described in the Service Information.

8.2 Prices to be Inclusive

The *Contractor* shall accept the payment provided in the Contract and represented by the rates and prices tendered by him in the Price List, as payment in full for executing and completing the work as specified.

Where the *Contractor* has priced an item as "nil" or "0-00" it will be deemed that no charges are or will be incurred against such an item. In the event of no price having been entered against any item, the tendered rate, price or sum will be taken as "nil" or "0-00".

8.2.1 Measurement Meetings

The *Contractor* shall attend monthly meetings with the *Service Manager* and Supervisor where all matters concerning payment shall be discussed. In particular the *Contractor* shall submit for the meeting a monthly statement together with all calculations and supporting data in substantiation of any payments.

9. Contract change management

- Changes to the contract will be notified and addressed as per the NEC3 – TSC3 and as per NTCSA 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).
- Templates in terms of NEC3 as prepared by the Service Manager for payment certificates, early warnings and defect notifications can only be used in this Contract.
- The Contractor shall request this form from the Service Manager.

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

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

11. Insurance provided by the *Employer*

Refer to Z12 in Data by Employer document

12. Training workshops and technology transfer

- Proof of training of staff for chemical handling and the use thereof.
- Proof of Training Records.
- Specialized training certificates for general workers and supervisor
- Hazardous chemical substance training certificate
- HIRA certificate
- Health and Safety Representative Certificate
- Oil Spillage Training
- Proof of training for use of equipment's

12.1 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).

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

Not applicable

N/A

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.
- Copy of all monthly reports

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- All Safety Files and all other relevant safety documentation relevant to this contract.

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12.3 Management of work done by Task Order

The Contractor shall receive the task order prior the start of work on site.

Other than emergency work requests, no works shall proceed without an approved task order. An approved task order shall bear the signature of Contractor representative and NTCSA Representative (Service Manager).

Discretion of the Contractor and Supervisor shall apply in determining and interpreting emergency requests to ratify works done without an approved task order.

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

13 Health and safety, the environment and quality assurance

13.1 Health and safety risk management

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

- Issued Health and Safety and Environment Specification
- Basic Condition of Employment Act No. 75 of 1997
- Occupational Health and Safety Act and Regulations No. 85 of 1993
- 32 – 37 Eskom Substance Abuse Procedure
- 240-62196227 Life- Saving Rules
- 32-95 Occupational Health and Safety Incident Management
- 32-727 SHEQ Policy
- 32- 418 Working at Heights Procedure
- ISO 9001: Quality management system
- ISO 45001: Occupational Health and Safety Management System
- Eskom's Covid-19 Health and Safety Policy statement
- National Road Traffic Management Act.
- Eskom Risk Assessment Procedure 32-520
- Employees Right of Refusal to Work in an Unsafe Situation Procedure 240-43843827

13.2 Environmental constraints and management

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

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

The Contractor to clean up hazardous material spillages (battery spillages and oil spillages)

13.3 Quality assurance requirements

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

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

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13.4 Procurement

People

Minimum requirements of people employed

Not applicable

13.5 BBBEE and preferencing scheme

1. Transformation – BBBEE Improvement or Retention Plan

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

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

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

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

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

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

Job Opportunities

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

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

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

Not applicable

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14 Subcontracting

Preferred subcontractors

Not applicable

Subcontract documentation, and assessment of subcontract tenders

Not applicable

Limitations on subcontracting

Not applicable

Attendance on subcontractors

Not applicable

Plant and Materials

Specifications

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

Correction of defects

The repairs for plant or equipment shall be performed by accredited or competent person or Contractor as per manufacturers manual. The repairs shall not interfere with or hinder the employers' work operation on site. All the maintenance or repairs records shall be kept safely and be available at any time when employer is looking for the records.

All defects identified to be corrected immediately or not more than 2 days if the work requires special equipment

Contractor's procurement of Plant and Materials

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

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.

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

Not applicable

Cataloguing requirements by the *Contractor*

Not applicable

Working on the Affected Property

***Employer’s* site entry and security control, permits, and site regulations**

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

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

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 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.

Health and safety facilities on the Affected Property

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

Environmental controls, fauna & flora

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

Cooperating with and obtaining acceptance of Others

As per clause 25.1 of this contract (Core Clauses)

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

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Service Manager or the inspector from the Department of Employment and Labour. The Contractor shall not keep on site any unused equipment. All vehicles used for business purposes must have a tracker system or mix telematics in order to give kilometers report.

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

Site services and facilities

Provided by the *Employer*

- Water
- Electricity
- Storeroom
- Changing rooms where possible
- Ablution facilities

Provided by the *Contractor*

The Contractor shall supply all plant required for operation.

Control of noise, dust, water and waste

The Contractor shall conform with NTCSA requirements and comply with all applicable legislation for environment management on site.

Hook ups to existing works

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

Tests and inspections

Description of tests and inspections

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

Materials facilities and samples for tests and inspections

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

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15 List of drawings

15.1 Drawings issued by the *Employer*

Not applicable

15.2 Low Service Damages – Annexure B

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 employees on site and replacement of the worn-out PPE	None	All times	100%	R5000 per incident
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	None	All times		R25 000 per incident

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Incidents	Allowance / Response Time	Frequency	Target	Penalties for non-conformance
with COIDA				
Non-conformance with NTCSA s Life Saving Rules	None	All times	100%	R10 000, 00 per incident
Non-compliance with GHS 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 NTCSA 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

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Incidents	Allowance / Response Time	Frequency	Target	Penalties for non-conformance
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