



NEC3 Term Service Contract (TSC3)

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

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

for **PROVISION OF CLEANING, GARDENING AND
HYGIENE SERVICES FOR NTCSA REAL ESTATE
NORTH EASTERN GRID (MPUMALANGA)**

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

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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

C1.1 Form of Offer & Acceptance

Offer

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

PROVISION OF CLEANING, GARDENING AND HYGIENE SERVICES FOR NTCSA REAL ESTATE NORTH EASTERN GRID (MPUMALANGA)

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

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

Options A	The offered total of the Prices exclusive of VAT is	Rate only
	Sub total	Rate only
	Value Added Tax @ 15% is	Rate only
	The offered total of the amount due inclusive of VAT is ¹	Rate only
	(in words) [●]	

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

Signature(s)

Name(s) _____

Capacity _____

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s) _____

Capacity _____

**for the
Employer**

(Insert name and address of organisation)

Name & signature of witness _____ Date _____

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

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

Note:

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

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

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

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

For the tenderer:

For the Employer

Signature _____ Name _____ Capacity _____ On behalf of _____ <i>(Insert name and address of organisation)</i> Name & signature of witness _____ Date _____	_____ _____ _____ _____ <i>(Insert name and address of organisation)</i> _____ _____ _____
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C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option and secondary Options	A: Priced contract with price list W1: Dispute resolution procedure X1: Price adjustment for inflation X17: Low service damages X18: Limitation of liability X19: Task Order Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	NTCSA SOC Ltd (reg no: 2021/539129/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	TBC
	Fax No.	TBC
10.1	The <i>Service Manager</i> is (name):	TBC
	Address	TBC
	Tel	TBC
	Fax	TBC
	e-mail	TBC
11.2(2)	The Affected Property is	Multiple Properties in NTCSA North East Grid, Mpumalanga (As per provided list)

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

11.2(13)	The <i>service</i> is	Provision of Cleaning, Gardening and Hygiene Services
11.2(14)	The following matters will be included in the Risk Register	Loadshedding interruptions Pandemic (COVID or unknown) Slips, trips, fall of employees Reptiles might be found when cleaning gardens
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	One (1) week
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	Two (2) weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	TBC
30.1	The <i>service period</i> is	36 months
4	Testing and defects	Work to be inspected at completion and defects to be corrected within two weeks after completion
5	Payment	
50.1	The <i>assessment interval</i> is	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 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	Will be dealt with in line with clause 60 to 64 (what constitutes a compensation event) and X19.10
7	Use of Equipment Plant and Materials	Equipment and materials will be provided by the Contractor.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	None
9	Termination	A termination process provided in Sub-clause 90.2 of the NEC document sets out the rights of the terminating Party, Employer or Contractor for the various reasons given; the procedure to be followed; and the amount due after termination if there is any and as per Z10 of Z Clauses below
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	Four (4) weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	TBC
	Tel No.	TBC
	e-mail	TBC
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The latest edition of Rules for the Conduct of

	<p>The place where arbitration is to be held is</p> <p>The person or organisation who will choose an arbitrator</p> <ul style="list-style-type: none"> - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is 	<p>Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</p> <p>Johannesburg, South Africa</p> <p>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</p>
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12 Data for secondary Option clauses

X1	Price adjustment for inflation																									
X1.1	<p>The <i>base date</i> for indices is</p> <p>The proportions used to calculate the Price Adjustment Factor are:</p> <p><i>Contractor to propose elements and proportioning thereof.</i></p> <p><i>If Contractor fails to make a proposal, the prices will be deemed fixed and firm for the duration of the contract.</i></p>	<p>A month prior tender closing.</p> <table border="1"> <thead> <tr> <th>proportion</th> <th>linked to index for</th> <th>Index prepared by</th> </tr> </thead> <tbody> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>0.15</td> <td colspan="2">non-adjustable</td> </tr> <tr> <td>1.00</td> <td colspan="2"></td> </tr> </tbody> </table>	proportion	linked to index for	Index prepared by	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.15	non-adjustable		1.00		
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0.15	non-adjustable																									
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X17	Low service damages	5% of the total task order issued																								
X17.1	The <i>service level table</i> is in	Annexure B in the Service Information																								
X18	Limitation of liability																									
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)																								
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event																								
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<p>The greater of</p> <ul style="list-style-type: none"> • the total of the Prices at the Contract Date 																								

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	<p>and</p> <ul style="list-style-type: none"> 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 <p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> Defects due to his design, plan and specification, Defects due to manufacture and fabrication outside the Affected Property, loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), death of or injury to a person and infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	Six (6) months after the end of the <i>service period</i> .
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	2 days of receiving the Task Order
Z	The additional conditions of contract are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

- Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.
- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.

Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.

Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.

Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.

Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.

Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.

Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

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

- Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer’s* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer’s* VAT number 4710303126 on each invoice he submits for payment.

Z8 Notifying compensation events

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

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

Z9 Employer’s limitation of liability

- Z9.1 The *Employer’s* liability to the *Contractor* for the *Contractor’s* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Contractor’s* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer’s* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

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

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

Z11 Ethics

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

Affected Party means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

Coercive Action means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

Collusive Action means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

Committing Party means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,

Corrupt Action means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

Fraudulent Action means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

Obstructive Action means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

Prohibited Action means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.

Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

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

Insurance cover 83

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

INSURANCE TABLE A

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

Z13 Nuclear Liability

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

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

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

Z14.3 The *Employer* manages asbestos and ACM according to the Standard.

Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.

- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Notes to a tendering contractor:

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

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

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

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

Experience:

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

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

PART 2: PRICING DATA

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of
		<ul style="list-style-type: none">the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed andwhere 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).

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.

Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

As per attached BOQ.

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER'S SERVICE INFORMATION

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Otherwise insert list of contents manually.

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Description of the service

Executive overview

This is an all-inclusive non-technical building maintenance service, goods and material supply contract and will render a service in the NTCSA North East Grid (Mpumalanga region) for Transmission Real Estate on an as and when required basis for a period of 36 months. This will include provision of cleaning/gardening manpower, supervision and management, staff uniform/PPE, equipment and its maintenance, hygiene equipment and consumables, and waste management services.

Employer's requirements for the service

The *Contractor* will be expected to perform the following activities: -

The scope includes the provision of the following facilities management services:

- Supervision service per *CLN Area*.
- Cleaning service (Full-time Cleaners) i.e 5 days a week
- Cleaning service (twice a week Cleaners and Gardeners)
- Deep cleaning of chairs, couches, carpets, blinds and desk partition (as and when required)
- Deep cleaning of showers, toilets, urinals and basins (as and when required)
- Supply and delivery of cleaning and hygiene consumables
- Provision of drinking water (as and when required)
- Sanitary hygiene bin service
- Garden service (once a week trimming of plants, cleaning of verges, driveways, around buildings, grass cutting, maintenance of indoor plants, pruning of tree up to a height of 3.3m as and when required, spraying of weed in lawn/paving /tar, cleaning of the Helipad)
- Normal cleaning of windows internal and external up to a height of 3.3m.
- External window cleaning exceeding a height of 3.3m as and when required (can be subcontracted at the contractor's expense)
- Internal window cleaning exceeding a height of 3.3m as and when required (can be subcontracted at the contractor's expense)
- Waste removal as and when required (actual weight slip to be submitted with monthly invoice; dumping site slip to be provided with invoice)

- Provision and emptying of skip bins (as and when required)
- Replacement of recycling waste bins (as and when required)
- Replacement of hygiene equipment (as and when required)
- Rental of hygiene equipment (as and when required)
- Supply and install hygiene equipment (as and when required)

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

The following sites are covered under this contract:

	CLN	Site Name	Address	Purpose	Cleaner	Gardener
1	Lowveld	Gumeni	25° 45' 3", 30° 13' 52	Substation	1	0
2	Lowveld	Khanyazwe	25.43369, 31.94479	Substation	1	0
3	Lowveld	Komatipoort	25.43369, 31.94479	Substation	1	1
4	Lowveld	Marathon	24.71117, 81.0928	Substation	2	2
5	Lowveld	Prairie	25.71757, 30.22903	Substation	1	1
6	Lowveld	Simplon	25.23498, 30.05136	Substation	1	0
7	Lowveld	Barberton	-25.753277, 31.024809	Substation	1	0
8	Middleburg	Arnot	25.9433, 29.78978	Substation	1	1
9	Middleburg	Duvha	25.96.28, 29.34016	Substation	1	0
10	Middleburg	Hendrina	26.0334, 29.60124	Substation	1	1
11	Middleburg	Komati	26.09002, 24.47251	Substation	1	1
12	Middleburg	Rockdale	25.8106, 29.50632	Stn/Depo	2	2
13	Witbank	Kendal	26° 5' 42" , 28° 58' 21"	Substation	1	0
14	Witbank	Kriel	26.25308, 29.17711	Substation	1	0
15	Witbank	Kruispunt	-26.209700, 29.092706	Substation	1	1
16	Witbank	Kusile	25.92113, 28.92057	Substation	1	0
17	Witbank	Matla	26.28097, 29.14165	Substation	1	0
18	Witbank	Vulcan	25.82959, 29.1102	Substation	1	1
	Witbank	Switchgear workshop	-25.887260, 29.217126	Workshop	1	0
19	South	Alpha	-26.803752S 29.397264E	Substation	1	1
20	South	Camden	-26.618344S 30.090809E	Substation	1	1
21	South	Grootvlei	26.76944, 28.49855	Substation	1	0

22	South	Majuba	-27.097594S 29.768529E	Substation	1	0
23	South	Normandie	-27.161169S 30.877614E	Substation	1	1
24	South	Sol	26.53911,29.11785	Substation	2	1
25	South	Tutuka	26° 46' 34" , 29° 21' 8"	Substation	1	0
26	South	Zeus	26° 41' 45" , 29° 5' 22"	Substation	1	1

Working Hours

Working times or hours will be as stated below:

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

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

Service providers to note public transport challenges regarding the following sites:

Site Name	CLN	Region	Latitude and Longitude	Closest town	Distance
Alpha Substation	South CLN	MOU	-26.803752S 29.397264E	Standerton	25ks
Majuba	South CLN	MOU	-27.097594S 29.768529E	Amersfoort	42ks
Marathon	Lowveld	MOU	24.71117,81.0928	Emathafeni	12ks
Kruispunt	Witbank	MOU	-26.209700, 29.092706	Kriel	15ks
Tutuka	South CLN	MOU	26° 46' 34" , 29° 21' 8"	Standerton	25ks

Detailed description of the service

General Cleaning Services

The Contractor is responsible for delivering cleaning services according to a predetermined frequency and responding to exceptional circumstances as directed by the Employer (Service Manager).

1.4.2 The listed sites comprise of the following facilities:

- Boardrooms
- Offices
- Hall
- Pause Areas
- Ablution Blocks
- Kitchens
- Storerooms
- Reception areas
- Passageways
- Workshops

- Battery rooms
- Guardrooms
- Training rooms
- Washing of Eskom Pool vehicles
- Control rooms/Carrier rooms

Manpower Requirements for cleaning

Area 1: Witbank and South CLNs

CLN	Site	Quantities	Frequency per week	No. of hours per day	No. hours per week
South	Alpha	2	5	8	40
South	Camden	2	5	8	40
South	Majuba	1	5	8	40
South	Normandie	2	5	8	40
South	Tutuka	1	5	8	40
South	Zeus	2	5	8	40
South	Sol	3	5	8	40
South	Grootvlei	1	5	8	40
Witbank	Matla	1	5	8	40
Witbank	Kriel	1	5	8	40
Witbank	Vulcan	2	5	8	40
Witbank	Kendal	1	5	8	40
Witbank	Kriel	1	5	8	40
Witbank	Kruispunt	2	5	8	40
Witbank	Kusile	1	5	8	40
Total		23			

Area 2: Middleburg and Lowveld CLNs

CLN	Site	Quantities	Frequency per week	No. of hours per day	No. hours per week
Middleburg	Rockdale	4	5	8	40
Middleburg	Arnot	1	5	8	40
Middleburg	Duvha	1	5	8	40
Middleburg	Komati	1	5	8	40
Middleburg	Hendrina	1	5	8	40
Lowveld	Simplon	1	5	8	40
Lowveld	Gumeni	1	5	8	40
Lowveld	Marathon	3	5	8	40
Lowveld	Barberton	1	5	8	40
Lowveld	Khanyazwe	1	5	8	40
Lowveld	Komatipoort	2	5	8	40
Lowveld	Gumeni	1	5	8	40
Total		18			

1.4.4 List of Cleaning Tools and Equipment for the Services

- Industrial vacuum cleaners
- Cleaning Trolley
- Multi-function Cleaning Trolley with gear-press
- Housekeeping trolley
- Brooms

- Gear Press Mops
- Mops (household)NB! Separate Mops for toilets and offices
- Dustpan
- Buckets
- Feather Duster
- 3 Step Folding Ladder (household ladder)
- Trigger Action Spray Bottles
- Mops Lobby Standard
- Window Cleaning toolkit
- Paper Towel Holder (Sensor)
- Hand Soap Dispenser
- Toilet Seat Wipes
- Sanitary pads disposal plastics
- Toilet cleaning brushes

1.4.5 List of Cleaning Materials for the Services

- Tile Cleaner
- Toilet Bowl Cleaner
- Air Freshener
- Furniture Polish
- Multi-purpose Cleaner
- Deo Block
- Window Cleaner
- Dish Washer
- Pine Gel
- Liquid Floor Polish
- Floor Stripper
- Multi Surface Liquid Bleach
- Clear Refuse bags (10 litres & 50 litres)
- Micro Fibre Cloth
- Dishcloth
- Scrubbing Brush
- Scourers (Skierpot and steel wool)
- Domestic Hand Gloves

1.4.6 List of Gardening equipment for the Services

- Leaf blower
- Wheel barrow
- Fork
- Weed killer pressure spray
- Rakes
- Spade
- Watering can
- Hose pipe
- Hedge trimmer
- Lawnmower/Push mower
- Brush cutter
- Tree pruner

1.4.7 List of Gardening consumables

- Compost ,
- Top dressing ,
- Fertiliser ,

- Chemicals herbicides for weeding

Gardening equipment
Leaves blower
Wheel barrow
Fork
weed killer pressure spray
Rakes
Spade
watering can
Hose pipe
Rake
Hedge trimmer
Gardening consumables
Compost ,top dressing ,fertiliser ,chemicals herbicides for weeding
Grass cutting and disposing waste as and when required

Grass cutting and disposing waste as and when required.

14.7 Minimum Requirements to Provide the Required Services

1.4.7.1 General Cleaning Requirements

Entrances

- Tiles and stairs to be swept and washed - 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).
- 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.

WASTE-PAPER BINS (DAILY)

- Empty wastepaper bins and wash with disinfectant – twice a day – to be fitted with clear plastic bags.
- Empty general wastebins 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 changerooms 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.

1.4.8 Inspection for Cleaning the General Buildings

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

1.4.8.1 Items / Surfaces for Cleaning.

1.4.8.1.1 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)

- Pool vehicles

1.4.8.1.2 Fire escapes

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

1.4.8.1.3 Tea and coffee areas

- Glass doors and windows
- Aluminum railing
- Plastic seats
- Chrome piping
- Tiled walls
- Sinks and taps

- Hydro boil

1.4.8.1.4 Ablution Areas

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

1.4.8.1.5 Meeting rooms / auditorium

- Tables and chairs
- White boards
- Couches
- Vacuum carpets

1.4.8.1.6 Cleaning Duties Inside Toilets

- Descale and remove algae, bacteria, and uric encrustations from all areas.
- Clean and disinfect both internal and external surfaces.

1.4.8.1.7 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.

1.4.8.1.8 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.

1.4.9 Cleaning Duties for the Equipment Storerooms

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

1.4.10 Equipment and Cleaning Consumables

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

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

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

1.4.11 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.

1.4.12 Personal Protective Clothing

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

- 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.

1.4.13 Floors and Carpet Cleaning

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

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

1.4.14 Requisite PPE When Spraying with Chemicals

1. Respirator
2. Goggles / face shield
3. PPE- overalls and safety shoes / boots

1.4.15. 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.

1.4.16 Uniforms for the staff

- All staff to be issued with appropriate PPE.
- All staff to be clearly identified.

1.4.17 Customer survey

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

1.4.18 General Cleaning Services: Buildings

A daily cleaning service must be rendered.

1.4.18.1 Floors Cleaning

Heavy duty industrial vacuum cleaners, 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 washed/vacuumed **daily**.

1.4.18.2 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**.

1.4.18.3 Walls, Rooms, Doors, Handles and Handrails

- Walls to be spot cleaned up to reach height – **daily** (not allowed to use chairs or ladders without fall arrest system (FAS)).
- 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 skirtings.

1.4.18.4 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).

1.4.18.5 Waste Disposal

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

1.4.18.6 Spot Cleaning

- Check all cloakrooms **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).

1.4.18.7 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).

1.4.18.8 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)**.

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

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

1.4.18.10 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.

1.4.18.11 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).
- Cloak room floors to be washed with disinfectant (no polish to be used) **daily** (daily checklist shall apply).
- Cloak room 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.

1.4.18.12 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.

1.4.18.13 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.

1. Offices / Conference Venues / Accommodation Rooms / Data Centres / 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	Weekly
Skirting, including power skirting, to be cleaned and disinfected	Weekly
All door handles to be cleaned with disinfectant	Daily
2. Building Internal	Frequency
Tiles and stairs to be swept and washed	Daily
Handrails to be wiped	3 times a day
Main entrance windows and doors to be washed	Daily
Carpeted areas must be vacuumed	Daily
Non-carpeted areas must be washed/mopped	Daily
Stairways must be washed/vacuumed	Daily
Skirting, including power skirting, to be cleaned	Weekly

and disinfected	
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
3. Bathrooms	
	Frequency
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
4. Kitchen Cleaning	
	Frequency
Microwave	Daily
Dishes	Daily
Refrigerator	Daily
Refrigerator Inside	Weekly
Cabinets	Weekly
Cabinets Outside	Weekly
Sink	Weekly
Countertop	Weekly
Refill hand towels paper	Daily
Refill All containers (Tea, Coffee, sugar and Milk)	Daily
Taps and fittings, basin outflow	Daily

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 Contractor. 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.

1.4.19 Inspection for the Work Areas and Surfaces

Inspection to be carried out in accordance with inspection list.

1.4.19.1 Types of Cleaning Surfaces

1.4.19.1.1 General

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

1.4.19.1.2 Fire escapes

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

1.4.19.1.3 Tea and coffee areas

- Glass doors and windows
- Aluminum railing
- Plastic seats
- Chrome piping
- Tiled walls
- Stainless Steel Sinks and Taps

1.4.19.1.4 Ablutions

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

1.4.20 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

Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
FSS	Finance Shared Services
OEM	Original Equipment Manufacturer
PO	Purchase order
SAP	Financial Accounting System
TO	Task order
CLN	Customer Load Network
NEG	North Eastern Grid
NTCSA	National Transmission Company South Africa
SHEQ	Safety Health Environment Quality
PPE	Personal Protective Equipment
FAS	Fall Arrest System

Management strategy and start up.

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
- Schedules arrangement and management
- UIF and COID Payment
- Subcontractor management (if applicable)
- Housekeeping management
- Delivery management or arrangements
- Permit arrangements
- Site inspection and supervision

Management meetings

Quarterly and Adhoc meetings will be scheduled by the NTCSA Representative. Records of these meetings shall be submitted to the Service Manager by the person convening the meeting within three days of the meeting.

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

Contractor's management, supervision and key people

The Contractor is required to hire experienced supervisors 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 specialized supervisors must be submitted to the Service Manager for approval. Specialized training is a prerequisite for the supervisory position.

The Contractor is responsible for maintaining an updated organogram on-site, detailing all supervision and management both on-site and off-site for the management of this contract. Additionally, the Contractor must always maintain daily attendance registers and make them available to the Service Manager upon request.

- All staff working on Employer's premises shall adhere to access control requirements of the specific site.
- All contractors staff to report to Employer's representative before commencing any work on site.
- All contractor staff to be clearly identifiable.

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.

Contractor's Responsibility

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

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. (Once a year unless if there is a damage)
- All employees shall receive two jerseys warmer jackets and raincoat for rain and winter season.
- All personal protecting clothing and equipment shall be replaced as and when required – this does not mean only at the beginning of the year or financial year.
- All operators shall be equipped with safety helmets, eye and ear protection and the safety boots.
- Contractor shall ensure that its employees are wearing the relevant personal protecting equipment for the task at all the times.
- Contractor shall ensure that there's no PPE shortage on workers on site at any time.

Documentation control

All Contractual Documents must have relevant Contract Number and Purchase Order Number as reference per the NTCSA SOC Limited Standards. All correspondence shall be dated and sequency 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 SOC Limited procedures. All invoices and service delivery notes must be in PDF format.

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

_____ and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4710303126;
- 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;
- (add other as required)

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 *Project Manager's* payment certificate.

The *Contractor* shall address the tax invoice to NTCSA SOC Ltd and include on each invoice the following information:

Name and address of the *Contractor* and the *Service Manager*;
The contract number and title;
Contractor's VAT registration number;
The *Employer's* VAT registration number 4710303126;
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;
(add other as required)

The contractor must submit an FRI within 2 weeks of contract award.

Details on how to submit invoices and additional information:

- Ensure that the NTCSA order number is clearly indicated on your invoice together with the line number on the order you are billing for.
- All Electronic invoices must be sent in PDF format only.
- Each PDF file should contain one invoice; or one debit note; or one credit note only as NTCSA's SAP system does not support more than one PDF being linked into workflow at a time.
- Your E-mail may contain more than one PDF file (e.g. 2 invoices on 2 separate PDF files in one e-mail)
- Send all invoices in PDF to Accounts Payable Department: Invoicesntcsalocal@ntcsa.co.za and a copy to the Project Manager
- If there is Cost Price Adjustment (CPA) on your invoice we recommend that you issue a separate invoice for CPA so that if there are any issues on the CPA the rest of the invoice can be paid while resolving the CPA issues.
- Your company can request a park invoice report from the Finance Shared Services (FSS) contact center which can then be followed up and corrected. You are welcome

to forward the details of invoices corrected to the FSS contact center.

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.

Contract change management

Changes to the contract will be notified and addressed as per the NEC3 – TSC3. Changes to the Task Order, regarding scope, cost and time will be managed via the NTCSA Task Order Committee for approval and will be noted as Modification on the Task Order. Modifications to work/service can only resume once TOC approval is obtained and as instructed by the NTCSA Representative (Service Manager).

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.

Insurance provided by the *Employer*

Refer to Z12 in Data by Employer section.

Training workshops and technology transfer

- Specialized training (Brush cutter & chainsaw(Tree pruner etc.) certificates for general workers and supervisor
- Hazardous chemical substance training certificate
- HIRA certificate
- Incident Investigation Certificate
- Fire Fighting Certificate
- 1st Aid Certificate Level 2
- Health and Safety Representative Certificate
- Legal liability training
- Working at height
- Oil Spillage Training
- Fall arrest system (FAS)

Design and supply of Equipment

The Contractor bears responsibility for providing all necessary equipment on-site. All equipment and Consumables 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). Furthermore, the light-duty vehicle assigned to the site shall not be older than five years.

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

Equipment

At the end of the contract, all the equipment purchased through the contract by the Employer must be handed over to the Service Manager.

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

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 and Supervisor. Reasons shall be in writing to the Contractor to request ratification for compensation events with any works done without the approved task order.

Health and safety, the environment and quality assurance

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
- Eskom Personal Protective Standard (PPE)240-44175132

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)

Quality assurance requirements

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

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

Procurement

PPPFA is not exempt; tender issued to the open market. The award will be to multiple contracts and to multiple suppliers. Tender execution will be based on a competitive tender.

An open tender process is to be followed to allow for fairness, equitable, competitiveness, transparency and cost effectiveness.

Two (02) service providers are required for this contract as follows:

- 1 x supplier for Middleburg and Lowveld CLNs
- 1 x supplier for Witbank and South CLNs

People

Minimum requirements of people employed

	South	Witbank	Middleburg	Lowveld
Cleaners	10	7	6	8
Gardeners	4	2	2	2

BBBEE and preferencing scheme

Valid BBBEE on award.

Supplier Development Localisation and Industrialisation (SDL&I)

Valid BBBEE required.

Subcontracting

Preferred subcontractors

Not applicable.

Subcontract documentation, and assessment of subcontract tenders

Not applicable.

Equipment and Materials

Specifications

The price list states the list of required 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 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 Equipment and Materials

The Contractor must purchase the equipment and materials in good faith, and for mutual benefit for both parties. The Contractor shall purchase all materials and equipment from accredited Suppliers. All chemicals shall always come with their safety data sheets, and all chemical materials that are delivered on site shall conform with global harmonised system requirements. The Contractor shall remain with 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 or appointed representative) during arrival before use on site. The records of inspection must be available at any request by the Service Manager.

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

The Contractor shall ensure that all of their staff undergo NTCSA induction prior to entering the Affected Property.

NTCSA reserves the right to subject all employees of the Contractor to a vetting and security clearance process in line with NTCSA's security requirements for the site. Any person entering (Including NTCSA's employees) 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 security checks and may 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.

Roads and Vehicles

- All vehicles used on site, by the *Contractor* will be compliant with Eskom and NTCSA Standards.

- All road signs and traffic laws / regulations on site will be adhered to. Employees of the *Contractor* failing to comply will be removed from site and denied any further access.

Security

- The *Contractor's* staff will be subject to all security measures, rules and regulations of the NTCSA Security Services
- *Contractor* shall agree to searching of all staff, bags, briefcases and vehicles.

Access to and Departure from the Site

- Access to all sites will be through the main security gate of each particular site. The *Employer* informs the *Contractor* of the access procedures, and it should be expected that such procedures may change depending on the prevailing security situation.
- The *Employer* reserves the right for its Security personnel to search persons or vehicles entering or leaving the premises. This includes, but is not limited to staff, briefcases, bags and toolboxes.
- All persons entering NTCSA sites are subjected to alcohol testing.

Temporary Gate Permits

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

Removal

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

People restrictions, hours of work, conduct and records

Working hours shall be between 07h00 and 16h00 from Monday to Friday. Workers shall take teatime by 10h00 for 15 minutes, and lunch time by 12h00 for 45 minutes. Weekends and public holidays work will be as per Service Manager's request. The Contractor shall keep timesheet 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 legislations 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 to removal of 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 legislations, and the records shall be made available at any given time required by the Service Manager or the inspector from the Department of Employment and Labour. The Contractor shall not keep on site any unused equipment. All vehicles used for business purposes must have a tracker system or mix telematic in order to give kilometres report.

- Any electrical equipment or appliances used by the Contractor must comply with all relevant safety regulations and requirements and be maintained in safe and proper working condition.
- The Employer has the right to stop the Contractor's use of any electrical equipment or appliance, which in the Employer's opinion does not conform to the foregoing.

Equipment provided by the Employer

All the equipment and tools purchased through the contract belong 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

The following will be made available by the Employer:

- (1) Water
- (2) Electricity
- (3) Office (for site supervision)
- (4) Stores
- (5) Changing rooms where possible
- (6) Ablution facilities

(7) Shower facilities where possible

Provided by the Contractor

The Contractor shall supply all equipment required for operation.

REQUIREMENTS FOR VEHICLES

1. The appointed contractor must have a system/ process to manage vehicle access to site.
2. The appointed contractor must maintain their vehicles in a roadworthy condition and a vehicle license must be valid at all times.
3. Contractor vehicles can be subject to inspections by the contract/project manager
4. Vehicles which are not roadworthy will not be permitted to be used on site.
5. Precautions shall be taken to secure all loads properly.
6. All vehicles must be fitted with fire extinguisher, first aid kit and warning triangle

REQUIREMENTS FOR DRIVERS

1. The driver must have a valid national licence for the type of vehicle used.
2. The driver must have level 1 first aid training and basic fire extinguisher training
3. It is the responsibility of the driver to ensure:
 - a. Their passengers wear seat belts whilst the vehicle is in motion.
 - b. Comply with all traffic road rules, safety, and direction and speed signs.
 - c. Ensure that vehicle loads are properly secured prior to moving off.
 - d. Ensure that vehicles are not overloaded.
 4. No drivers or operators may text, talk on cell phones or two-way radios whilst driving, unless a hands-free kit is used.
 5. All drivers of such vehicles are to have valid medical fitness certificates.
 6. Drivers/operators shall be responsible for the travel-worthiness of all loads conveyed by them.
 7. No passengers must be loaded on the back of the bakkie /LDV/ truck with no safety belts.

TOOLS AND EQUIPMENT

1. Contractors shall ensure that all tools and equipment are identified, safe to be used and is maintained in a good condition.
2. Contractors shall ensure that all tools and equipment are listed on an inventory list, be regularly inspected at least monthly or as required by legislation and risk assessments.
3. The equipment should be numbered or tagged so that it can be properly monitored and inspected.
4. Ensure all tools and equipment that emit noise shall be avoided, if not, necessary precautions are taken to prevent Noise Induce Hearing Loss.
5. Where applicable, tools and equipment must have the necessary approved test or calibration documentation prior to being brought onto site and the records shall form part of the SHE Plan. Maintenance calibration shall be undertaken in terms of the manufacturer's requirements.

PERSONAL PROTECTIVE EQUIPMENT REQUIREMENTS (PPE)

1. The appointed contractor must provide a detailed programme that includes the issuing, maintenance and replacement of PPE for all his employees and sub-contractors on site.
2. All contractors shall comply with the requirements of GSR 2 of the OHS Act.
3. The risk-based PPE matrix must be compiled detailing the types of PPE that is required to be issued to employees performing the respective tasks.
4. Additional PPE shall be identified from task risk assessments for specific areas and tasks.
5. All contractors shall ensure that their visitors wear and use the correct PPE whilst on worksites.
6. Where PPE is required and visitors are not in possession of, then it is the individual contractor's responsibility to provide the PPE.
7. All PPE purchased and used by all contractor employees including visitors must comply with the relevant SANS standards.

Control of noise, dust, water and waste

All waste generated during the execution of the scope of work shall be managed in accordance with Transmission Waste Management Work Instruction (240-98818649) and in compliance with applicable environmental legislation and bylaws.

All spills/emergency incidents should be reported to NTCSA Contract Supervisor and Environmental Officer(s) immediately on occurrence. Incidents should be investigated to prevent reoccurrence.

- The contractor should be aware of Eskom SHEQ Policy.
- Contractor must take into account environmental consideration when carrying out Risk Assessments.
- All equipment used on site must be in good working condition and no fuel and/or oil leaks on any equipment will not be allowed.
- Non-conformance, incident reporting and investigations shall be done by the contractor, such reports must include but not limited to the following information:
- The cause of the non-conformance/incident.
- The proposed actions to correct and prevent recurrence.
- NTCSA Site supervisor shall issue non-conformances where there are deviations from environmental requirements.

Zero Liquid Effluent Discharge Policy (ZLED)

Contractor shall abide to Eskom Zero Liquid Effluent Discharge through the process of reuse and recycling if any.

Smoking

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

Hook ups to existing works

As per NTCSA lifesaving rules and to SHE specification document issued with the enquiry.

NTCSA's life saving rules

Note: Contravention to any of the NTCSA Life Saving rules, can result in termination of the contract subject to the outcome on an investigation.

RULE 1: OPEN, ISOLATE, TEST, EARTH, BOND AND/OR INSULATE BEFORE TOUCH

No person may work on any electrical network unless:

He / she is trained and authorised as competent for the task to be done.

A pre-task risk assessment to identify all risks and hazards must be conducted prior to any work commencing.

An equi-potential zone is created for each worker on the job site by earthing, bonding and/or insulating according to approved divisional procedures.

All conducting material is connected together, all staff onsite wear electrical safety shoes and insulating techniques are applied according to standards.

The authorised person (Team leader) has certified and shown all team members that the apparatus is safe to work on. He / she is trained and authorised as competent for the task to be done.

Contractor to take precautionary measures when working in close proximity to other power lines. Jumper covering is provided to serve as an overhead jumper protection covering above solid cut-outs to reduce bird electrocutions

RULE 2 : HOOK UP AT HEIGHTS

Working at height is defined as any work where an activity above 2 metres is performed from ladders, scaffolds, platforms, buckets, excavation, structures or where there is a potential for a fall. A pre-task risk assessment to identify all risks and hazards must be conducted prior to any work at height commencing.

No person may work at height where there is a risk of falling unless:

You are appropriately trained.

You are appropriately secured during ascending and descending.

You are using an approved fall arrest system where applicable

The Contractor must be aware of the operating heights when working under HV lines.

RULE 3 : BUCKLE UP

No person may drive any vehicle on NTCSA business and sites:

Unless the driver and all passengers are wearing seat belts.

RULE 4: BE SOBER

No person is allowed to work under the influence of drugs and alcohol. Under-the-influence' means the use of alcohol, drugs and /or a controlled substance to the extent that:

The individuals faculties are in any way impaired by the consumption or use of the substances or;

The individual is unable to perform in a safe, productive manner or;

The individual has a level of any such substance in his body that corresponds with or exceeds accepted medical/legal standards or;

The individual has a level of alcohol in his body that is greater than 0,02 % blood alcohol concentration.

Any level of an illegal substance in the body' irrespective of when the substance was used

RULE 5: ENSURE THAT YOU HAVE A PERMIT TO WORK

Where an authorisation limitation dictates, no person shall work without the required Permit to Work. (PTW)

Work is as defined in the Plant Safety Regulations (PSR) and Operating Regulations for High Voltage Systems (ORHVS) of Eskom.

A Risk Assessment must be carried out jointly by the Authorised (AP) and Responsible Person (RP) on all work before it commences.

The PTW must be issued by an AP, in accordance with the PSR.

The PTW must be accepted in writing by an authorised RP.

The PTW shall be shown to everyone working on the job and the risks explained.

The RP must ensure that all staff working on that job is entered on a Workers' Register and the risks explained to each one.

The RP must ensure that the conditions of the PTW are enforced for the duration of the work.

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. Any tool or equipment provided by the contractor should be tested to check if is working properly before issuing to the Site supervisors.

Materials facilities and samples for tests and inspections

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

List of drawings

Drawings issued by the *Employer*

Not applicable.

Low Service Damages – Annexure C

ANNEXURE C: X17 – LOW SERVICE DAMAGES

Incidents	Allowance / Response Time	Frequency	Target	Penalties for non-conformances
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%	R 10 000per week / per incident – until incident rectification
Work stoppage due to noncompliance with COIDA	None	All times		R25 000 per incident
Non-conformance with Eskom's Life Saving Rules	None	All times	100%	R10 000, 00 per incident
Non-compliance with 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
LDV breakdown on site	3 hrs	All times	100%	R1000, 00 after every 4 hours without alternative vehicle on site
LDV vehicle on site without the valid licence disc	None	All times	100%	R600,00 per day
Workers on site without a valid medical certificate of fitness from Occ. Health Practitioner	None	All times	100%	R3000, 00 per incident
Failure for management to attend the operational meeting	None	All times	100%	R5000, per person, and per incident
Workers on site without Eskom's and Contractor's SHE induction	None	All times	100%	R1000, 00 per person and per incident
Equipment and tools shortage on site	None	All times	100%	R15 000, 00 per incident
Response to life threatening H&S issues on site	Immediately	All times	100%	R5000, 00 per incident after 30 minutes
Failure to close non-conformance & non-compliance with H&S, and Environment requirements and the applicable legislations within 60 days	Within specified period	All times	100%	R1500 per assessment report
Failure to deploy a reliever for any absent worker on site.	1 hour	All times	100%	R30, 00 per hr until resolved.
Failure to adhere to instructions from the Service Manager or Supervisor within specified period	None	All times	100%	R1000 per incident

