

**PERFORMANCE BASED "PROVISION OF CLEANING AND HORTICULTURAL SERVICES  
FOR CAPE TOWN STATION FOR A PERIOD OF 36 MONTHS"**

**CONTRACT**

**Between**

**PRASA CORPORATE REAL ESTATE SOLUTIONS ("PRASA CRES")**

**(A DIVISION OF PASSENGER RAIL AGENCY OF SOUTH AFRICA (PRASA))**

**(Herein referred to as PRASA CRES)**

**And**

**[INSERT FULL NAME OF SERVICE PROVIDER]**

**Registration number: [INSERT REGISTRATION NUMBER]**

**(Herein referred to as the [INSERT NAME OF SERVICE PROVIDER AS REFERRED TO IN  
REMAINDER OF CONTRACT])**

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### 1 INTERPRETATION

1.1 Unless inconsistent with the context, the words and expressions set forth below shall bear the following meaning;

- 1.1.1 “Commencement Date”** shall mean the date specified in this Contract as the commencement date.
- 1.1.2 “Contract”** shall mean this contract; the tender and all schedules attached hereto, THE PERFORMANCE BASED ATTACHMENT DOCUMENT, the letter of acceptance together with all other documents which the parties have agreed in writing that shall form part of this contract. The terms “Contract” and “Agreement” may be used interchangeably but shall have the same meaning.
- 1.1.3 “Contract Price”** The price shall mean the fixed amount contained in the notice to proceed letter issued by PRASA CRES to the Service Provider.
- 1.1.4 “Site”** shall mean the area where the Service Provider is contracted to perform the services as contained in this Contract.
- 1.1.5 “PRASA CRES”** shall mean the Corporate Real Estate Solutions division of Passenger Rail Agency of South Africa.
- 1.1.6 “PRASA CRES's Representative”** shall mean PRASA CRES Supply Chain Manager or such other person as may be appointed from time to time by PRASA CRES and who has the necessary authority to represent PRASA CRES;
- 1.1.7” Parties”** shall mean the parties to this Agreement, being [INSERT NAME OF SERVICE PROVIDER] and PRASA CRES.
- 1.1.8 “Personnel/ employee”** shall mean any employee of [INSERT NAME OF SERVICE PROVIDER] carrying out duties at the Site on behalf of the Service Provider in terms of this Contract;
- 1.1.9 “Service Provider”** shall mean [INSERT NAME OF SERVICE PROVIDER].
- 1.1.10 “Tender”** shall mean the Service Provider's priced and detailed offer to PRASA CRES and as duly

accepted by PRASA CRES for provision of the services detailed in this Contract.

- 1.2 Words importing the singular shall include the plural and vice versa and words importing one gender shall include the other gender, any reference to a natural person shall include a body corporate, firm or association and vice versa.
- 1.3 The headnotes / clause headings to the paragraphs in this Agreement are for reference purposes only and shall not affect the interpretation of any part of this Agreement.

## **2 GENERAL DESCRIPTION**

This Agreement shall be for **"PROVISION OF CLEANING, HYGIENE AND HORTICULTURAL SERVICES FOR CAPE TOWN STATION FOR A PERIOD OF 36 MONTHS"**, in accordance with the requirements of this Contract ("**Services**").

## **3 APPOINTMENT**

- 3.1 PRASA CRES appoints the Service Provider to perform the Services and the Service Provider accepts the appointment on the terms and conditions set out in this Contract .
- 3.2 The Service Provider agrees to perform the Services.
- 3.3 The Service Provider shall under no circumstances be entitled to sub contract the Services unless the Service Provider has received written permission from PRASA CRES to do so.
- 3.4 The Service Provider shall, at its own risk and expense, provide the Personnel, equipment, tools, materials and consumables required to execute the Services.
- 3.5 The Service Provider shall be responsible for the quality and quantity of all workmanship provided in terms of this Agreement and warrants that all workmanship shall be of good quality in line with general and acceptable principles of good workmanship and practice.

#### 4 CONTRACT TERM

- 4.1 Notwithstanding the date of signature of this agreement, this contract shall be deemed to have commenced on the **[INSERT COMMENCEMENT START AND END DATE]** and shall continue for a period of **[INSERT NUMBER OF MONTHS]**.
- 4.2 This Contract may, at the sole discretion of PRASA CRES, be renewed on the same terms and conditions, subject to any agreed variation in the amount payable for the Services to be performed. PRASA CRES may terminate this contract by giving no less than one month written notice of such termination. Any renewal of this Agreement shall be in writing and always subject to PRASA SCM policies.
- 4.3 Nothing in clause 4.2 of this Agreement shall give any right or expectation that this Contract will be renewed, nor places any obligation on PRASA CRES to renew the Contract.

#### 5 FIXED CONTRACT PRICE & INVOICING

- 5.1. The Contract is for the fixed amount of **[INSERT FULL AMOUNT IN RANDS]** paid in accordance with the payment schedule attached hereto as Annexure C, and shall not varied without following PRASA supply chain management processes. The amount of **[INSERT FULL AMOUNT IN RANDS]** is inclusive of VAT.
- 5.2. Labour salary increment, shall be increased/adjusted in accordance with the approved labour-gazetted rate where applicable.
- 5.3. The Contract value shall only be varied if PRASA has requested a variation of scope having fully complied with the supply chain management process. Any variation that does not fully comply with the supply chain management policy and process shall be invalid.
- 5.4. It is incumbent upon the Service Provider to ensure that the supply management process outlined in clause 5.3 has been complied with before the Service Provider effect any variation of scope of work. The Service Provider must demand proof of the process outlined in clause 5.3 before effecting any instruction to vary the scope of the work.
- 5.5. The Service Provider shall issue to PRASA invoices in accordance to payment schedule in Annexure C attached hereto and the invoices shall:

- 5.5.1. Indicate the VAT number of the Service Provider;
- 5.5.2. Indicate the full details of the Service Provider and bank account;
- 5.5.3. Be a valid tax invoice in accordance with the requirements of the South African Revenue Services; and
- 5.5.4. Indicate the vendor number provided to the Service Provider by PRASA.

## **6 EQUIPMENT WATER, TELEPHONE AND ELECTRICITY.**

- 6.1 The Service Provider shall equip each member of its Personnel with all the equipment and training that is necessary for efficiently providing the Services.
- 6.2 The Service Provider is required to supply, store (on the relevant site only if such storage is available) and safeguard all material and equipment required for the Services it will perform in terms of the Contract.
- 6.3 The Service Provider may use water and electricity required for the work at no charge, from the existing supply points on the relevant site, if and where available but may not utilise telephones of PRASA CRES. PRASA CRES is under no circumstances obliged to provide such services if they are not already available on its property.

## **7 LIMITATION OF LIABILITY**

- 7.1 The Service Provider shall be liable for all the acts and omissions of its employees in execution of the work and any other obligations of the Service Provider in terms of this Contract.
- 7.2 The Service Provider hereby indemnifies and holds PRASA CRES harmless from:
  - 7.2.1.1 Any liability in respect of damage to property whether movable or immovable,
  - 7.2.2 Any liability in respect of the loss of any property belonging to the Service Provider or a third party,
  - 7.2.3 Any liability in respect of death, unlawful arrest, injury illness or disease of any personnel of the Service Provider; and

7.2.4 Any legal expenses or expenditure reasonably incurred by PRASA CRES in connection with any claims or actions emanating from any cause attributable or connected to the Services performed by the Service Provider in terms of this Contract.

7.3 Clause 7.2 only applies where the damage or loss, liability or legal expense as the case may be is caused by any act or omission by the Service Provider its employees or its agents notwithstanding the nature of the relationship between the Service Provider and its Personnel, the Service Provider hereby assumes vicarious liability for the actions of such persons as if such persons were employees of the Service Provider.

## **8 UNDERTAKINGS AND WARRANTIES**

Further to the warranties and guarantees given elsewhere in this Contract;

- 8.1 The warranties in this Contract are given as at the Commencement Date,
- 8.2 Each warranty shall also be seen as an undertaking which shall continue to remain in force for the duration of this Contract,
- 8.3 Where appropriate the warranties are representations and undertakings in favour of PRASA CRES,
- 8.4 Each of the warranties shall be qualified to the extent that the Service Provider has made written disclosure against any warranty at the time of submitting the tender,
- 8.5 The Service Provider warrants that:
  - 8.5.1 All members of its Personnel shall have the qualifications and experience which could reasonably be expected of a person performing the duties assigned to that person and warrants that all such persons will be competent to perform the duties assigned to them in a professional manner;
  - 8.5.2 The information submitted by it in its tender for the Services is true and correct and that such information will form part of this Agreement.
  - 8.5.3 It complies with all the relevant legislation applicable to it in the form of statutes, ordinances, bylaws, regulations or otherwise in force from time to time, which apply in relation to its employees;
  - 8.5.4 It complies with all laws, regulations ordinances, by laws in force from time to time which apply to the type of manner in which it conducts the Services;

- 8.5.5 It conducts its tax affairs in an orderly and lawful manner and complies with all laws and directives relating to its tax situation; the Service Provider grants PRASA CRES the right to approach SARS should the need arise to do so.
- 8.5.6 It complies with its commitment in terms of black economic empowerment and development programme.
- 8.5.7 Any breach of the above warranties, or any failure to observe the undertakings given shall amount to a material breach for the purposes of this Contract.
- 8.5.8 The Service Provider furthermore warrants that all its employees are paid in accordance with the gazetted rate applicable to the cleaning industry. The Service Provider is to supply PRASA CRES with quarterly reports confirming compliance with the same. Should a need arise, PRASA CRES might conduct a sampling test to satisfy itself that Service Provider indeed complies. Should the Service Provider be found not in compliance with the undertaking to pay in accordance with the gazetted rates, PRASA CRES may impose a penalty of 5% of the monthly contract value.

## 9 PUBLIC LIABILITY INSURANCE

- 9.1 On or before the signature of this Agreement, the Service Provider shall take out a Public Liability Insurance Policy with a compensation limit of not less than **[INSERT PUBLIC LIABILITY INSURANCE AMOUNT IN RANDS]**.
- 9.2 The Service Provider shall, within 7 days after the effective date, provide the PRASA CRES with a copy of the policy referred to in clause 9.1.
- 9.3 The Service Provider shall ensure that the insurance policy referred to in this clause 9.1 remains in full force and effect for the duration of this Agreement and may not be cancelled or terminated without the prior written consent of PRASA CRES.
- 9.4 the Service Provider shall:
- 9.4.1 pay the premiums of the policy promptly on the due dates;
  - 9.4.2 submit proof of payment to PRASA CRES if requested to do so, and
  - 9.4.3 not do or cause to be done any act or omission that may affect the validity of the policy or cause cancellation.



- 9.5 Should the Service Provider submit a claim under the policy, it shall be responsible for payment of all access payments and or other costs claimed by the Service Provider.

## **10 OBLIGATIONS OF THE SERVICE PROVIDER**

Without derogating from the remaining obligations of the Service Provider as set out in this Agreement, the Service Provider shall:

- 10.1 Manage and co-ordinate the day to day activities of its employees;
- 10.2 upon reasonable request furnish PRASA CRES with employment criteria and any other documentation relating to its employees;
- 10.3 develop a formal procedure aimed at ensuring the efficient conduct of all day to day activities necessary for the successful rendering of the Services;
- 10.4 in addition to all the items listed under "Specifications" in the RFQ, at its cost supply all soaps, detergents, polish etc., required to fulfil the contract;
- 10.5 ensure that its employees exercise the utmost degree of good faith, skill and care in all matters relating to the Services;
- 10.6 furnish its employees with uniform and employee identification cards, which shall be worn by the Personnel at all times whilst on duty;
- 10.7 in the event of any of its employees allocated to be at the Site not being available to render the Services in terms of this Agreement, provide a competent replacement for such a person within one (1) hour after being informed by PRASA CRES of that person's non availability. The Service Provider shall ensure that the rendering of the Services is not compromised by any of the circumstances contemplated in this clause;
- 10.8 ensure that all its duties are performed in accordance with the Occupational Health and Safety Act, 1993 (Act no. 85 of 1993) and adhere to all safety rules and regulations as laid down by the Department of Labour;
- 10.9 any defect or problem identified on the Site shall immediately be reported to PRASA CRES's Representative and If the Service Provider fails to deliver any or all of the goods or to perform the Services as required in the Contract, PRASA shall, without prejudice to any rights/ remedies under the Contract, deduct from the Contract price, as a penalty, a sum calculated on the delivered price of unperformed Services for each day of the occurrence of the failure of performance or apply credit note. PRASA may also consider termination of the

Contract pursuant to General Condition of the Contract or penalties may also be imposed in cases of breach of confidentiality as envisaged in this Contract;

10.10 all areas referred to in this agreement shall be inspected by the Service Provider's "Person in Charge" on a weekly basis and the said "Person in Charge" shall immediately thereafter submit a written report to PRASA CRES;

10.11 The frequency of the cleaning of different areas shall be set out as per RFQ specification.

## **11 OBLIGATIONS OF PRASA CRES**

PRASA CRES shall:-

11.1 upon receipt of the invoice and statement on time, PRASA CRES shall make payment of all amounts due and payable to the Service Provider after been verified by PRASA CRES representative working along with the Service Provider;

11.2 Make storage space available to the Service Provider where such storage facility is available on site. Where no facility is available PRASA CRES is under no obligation to make such facility is available.

## **12 DISPUTES**

12.1 If any dispute arises out of or in connection with this Agreement, or related thereto, whether directly or indirectly, the Parties must refer the dispute for resolution firstly by way of negotiation and in the event of that failing, by way of arbitration. The reference to negotiation is a precondition to the Parties having the dispute resolved by arbitration.

12.2 Within ten Business Days following notification by one Party to the other of a dispute, the Parties shall seek an amicable resolution to such dispute by referring such dispute to designated representatives of each of the Parties for their negotiation and resolution of the dispute. The representatives shall be authorised to resolve the dispute.

12.3 In the event of the negotiation between the designated representatives not resulting in an agreement signed by the Parties resolving the matter within 15 Business Days, the Parties must refer the dispute for resolution by way of arbitration in accordance with the rules of the Arbitration Foundation of Southern Africa (AFSA).

12.4 The period for negotiation may be shortened or lengthened by written agreement between the Parties.

- 12.5 Each Party agrees that the arbitration will be held as an expedited arbitration in Sandton in accordance with the then current rules for expedited arbitration of AFSA by one arbitrator appointed by agreement between the Parties, including any appeal against the arbitrator's decision. If the Parties cannot agree on the arbitrator or appeal arbitrators within a period of ten Business Days after the referral of the dispute to arbitration, the arbitrator and the appeal arbitrators shall be appointed by the Secretariat of AFSA.
- 12.6 The provisions of this clause 12 shall not preclude any Party from access to an appropriate court of law for interim relief in respect of urgent matters by way of an interdict, or mandamus pending finalisation of this dispute resolution process.
- 12.7 This clause 12 is a separate, divisible agreement from the rest of this Agreement and shall remain in effect even if this Agreement terminates, is nullified or cancelled for whatsoever reason or cause.

### **13 BREACH OF AGREEMENT**

- 13.1 Should either Party commit a breach of any term of this Agreement or fail to comply with the true intent, meaning and spirit thereof, then and in such event the affected Party shall be entitled to instruct the other in writing to remedy such failure or default within 7 (seven) days of written notice thereof and should such Party fail to comply with the instructions within the time prescribed therein then the so affected Party shall be entitled in its sole discretion and without prejudice to any of its rights under this Agreement or other remedy for breach of Contract -
- 13.1.1 To terminate this Agreement forthwith and claim damages, which shall include legal costs on an own attorney/client basis; or
- 13.1.2 To request specific performance and claim damages, which shall include legal costs on an own attorney/client basis.
- 13.2 Despite the provisions of paragraph 13.1 above, in the event that any breach of the provisions of this Contract poses any immediate threat or damage to person or property, the other party shall be entitled to cancel this contract with 48 hours' notice to the defaulting party.

### **14 JURISDICTION**

The Parties consent to the non-exclusive jurisdiction of the high court notwithstanding the quantum of any claim or dispute.

### **15 CONFIDENTIALITY**

- 15.1 Both Parties acknowledge that the details of this Agreement and any communication between the Parties arising out of or in connection with this Agreement are strictly confidential and shall not be disclosed to any third party (whether before or after the termination date of this Agreement) without the prior written approval of the other Party, who shall have the right to grant or refuse such consent in its absolute discretion.
- 15.2 The Service Provider must ensure that its own personnel are well trained and informed with regard to confidentiality undertaking while working in the premises of PRASA CRES, where the Service Provider's personnel has disclosed any confidential information of PRASA CRES to the public without authority from PRASA CRES and such information has caused a loss or damaged PRASA CRES negatively, such loss if financially will be transferred to the Service Provider's cost should any loss occur in respect of the image/goodwill of PRASA CRES, it will be within the rights of PRASA CRES whether to apply clause 13 (breach of agreement) or apply a penalty deductible from any amount due to the Service Provider.

## 16 VARIATIONS

- 16.1 PRASA has the right to propose Variations to the Services in accordance with this clause 16.
- 16.2 If PRASA requires a Variation to the Scope of Services it must serve a notice in writing to the Service Provider detailing the requested Variation ("**Variation Proposal**").
- 16.3 The Variation Proposal must set out the Variation required in sufficient detail as to enable the Service Provider to calculate the cost of the Variation Proposal;
- 16.4 As soon as practicable and in any event within 5 (five) Business Days after having received the Variation Proposal, the Service Provider shall deliver to PRASA:
  - 16.4.1 the estimated costs of the Variation Proposal; and
  - 16.4.2 the impact of the Variation Proposal on the Project timelines.
- 16.5 As soon as practicable and in any event within 5 (five) Business Days after receiving the information from the Service Provider regarding the impact of the Variation Proposal on the Project timelines and the costs, PRASA shall:
  - 16.5.1 confirm its intention in writing to proceed with the Variation Proposal and enter into any documents to amend Refurbishment Plan as is necessary to give effect to the Variation Proposal; or withdraw the Variation Proposal.

## 17 FORCE MAJEURE

- 17.1 Notwithstanding anything to the contrary herein contained, should either of the Parties be prevented from fulfilling in whole or in part its obligations in terms of this Agreement, whether such prevention arises from, an Act of God, war, civil commotion, strikes, lockouts, revolutions, fires, explosions, floods, political disturbances, acts of any Governmental or local authority, or any other cause whatsoever over which that Party has no reasonable control ("force majeure"), such Party shall be exempted from liability to the extent and for the period it is thereby prevented from fulfilling its obligations. The Party so prevented from fulfilling its obligations hereunder shall immediately notify the other to that effect in writing, giving a full and complete explanation of the circumstances responsible for such failure or occurrence as well as the estimated duration thereof and, if applicable, the action(s) such Party is taking or proposes to take to remove the said circumstances with the least possible delay as well as the action(s) to be taken to prevent future recurrences.
- 17.2 Should the Service Provider, due to force majeure, not be able to supply the Services, then PRASA CRES shall be entitled -

17.2.1 To a reduction of the Contract Price on a pro rata basis; and

17.2.2 To appoint any other person to execute the Services until such time that the Service Provider is able to render the Services.

17.3 Should such occurrence continue for a period of thirty (30) days or longer, either Party may terminate this Agreement, unless the Parties agree to continue on such new terms and conditions acceptable to both Parties.

## **18 CESSION**

18.1 [INSERT NAME OF SERVICE PROVIDER] shall not cede, assign, sublet or make over this Agreement or any part thereof or any of its rights, benefits, duties or obligations hereunder to any other person without the written consent of PRASA Cres, which consent shall not unreasonably be withheld or delayed.

## **19 INDEMNIFICATION**

19.1 The Service Provider irrevocably and unconditionally indemnifies and holds PRASA CRES free and harmless against all actions, suits, demands, claims, costs or expenses, whatsoever, arising directly, indirectly or consequently out of any act or omission of the Service Provider in terms of this Agreement.

19.2 Notwithstanding anything to the contrary contained in this clause 19, the Service Provider shall not be liable for PRASA CRES's, or PRASA CRES's tenants' loss of profits, loss of use, loss of production, loss of contracts, loss of custom or goodwill or for any specific, indirect or consequential damages howsoever arising.

## **20 INSOLVENCY**

20.1 Should an application be made for the surrender or sequestration of a Party's estate, or should an order be issued, whether provisional or final, for the sequestration of a Party's estate, or should a Party enter into or propose any deed of assignment to any of its creditors for settlement of its debts, or if execution is issued against a Party by virtue of any Judgement, or if a Party commits any act of insolvency, or, being a legal entity, is placed under Judicial management, or commences to be wound up in a liquidation that is not merely a voluntary liquidation for the purpose of reconstruction, then the other Party may, without prejudice to any of its rights in terms of this Agreement or common law, forthwith terminate this Agreement.

## **21 GENERAL**

- 21.1 This Contract (as defined), including all attached annexures, constitutes the sole record of the Agreement between the parties in regard to the subject matter of this Agreement.
- 21.2 No Party shall be bound by any express or implied term, representation, warranty, promise or the like, not recorded herein.
- 21.3 No addition to, variation or consensual cancellation of this Agreement shall be of any force or effect unless in writing and signed by or on behalf of all the Parties.
- 21.4 No indulgence which any of the Parties (the grantor) may grant to any other or others of them (the grantee(s)) shall constitute a waiver of any of the rights of the grantor, who shall not thereby be precluded from exercising any rights against the grantee(s) which might have arisen in the past or which might arise in the future.
- 21.5 The Parties undertake at all times to do such things, to perform all such acts and to take all such steps and to procure the doing of all such things, the performance of all such action and the taking of all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and import of this Agreement.
- 21.6 If for any reason any clause in this Contract becomes void or unenforceable it shall be severable from the remainder of this Contract which shall remain in full force and effect
- 21.7 This Contract shall for all purposes, be construed in accordance with the laws of the Republic of South Africa.

## 22 DOMICILIUM CITANDI ET EXECUTANDI

- 22.1 The parties hereto choose *domicilia citandi et executandi* the following physical addresses, and for purposes of giving of or sending any notice provided for or required under this Agreement:

### PRASA CRES:

PHYSICAL ADDRESS: [INSERT FULL ADDRESS OF RELEVANT PRASA REGION]

FOR ATTENTION:

[INSERT NAME / REPRESENTATIVE]

[INSERT NAME OF SERVICE PROVIDER]

PHYSICAL ADDRESS:

[INSERT FULL ADDRESS OF Service Provider]

TEL:

FOR ATTENTION:

[INSERT NAME / REPRESENTATIVE]

22.2 Either party hereto shall be entitled to change its *domicilium* from time to time, provided that any *domicilium* selected by it shall be situated in the Republic of South Africa, shall be an address other than a box number and any such change shall only be effective upon receipt of notice in writing by the other party of such change.

22.3 A notice sent by one party to another party shall be deemed to be received:

21.3.1 on the same day, if delivered by hand;

21.3.2 on the same day, if sent by telefax, (provided the original is immediately posted by prepaid registered mail) or cablegram;

21.3.3 on the seventh day after posting, if sent by prepaid registered mail.

## 27 SIGNATURE

27.1 SIGNED by PRASA CRES at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 2020 in the presence of the undersigned witnesses;

.....

(Name)

.....

(Signature)

Witnesses:



1 .....  
(Name) (Signature)

2 .....  
(Name) (Signature)

Who warrants that he is duly authorised

27.2 SIGNED by Service Provider \_\_\_\_\_ at \_\_\_\_\_ on this \_\_\_\_ day  
of \_\_\_\_\_ 2020 in the presence of the undersigned witnesses

.....  
(Name) (Signature)

Witnesses:

1 .....  
(Name) (Signature)

2 .....  
(Name) (Signature)

Who warrants that he is duly authorised.

## ANNEXURE A

### 1.1. CLUSTER 2 SCOPE

- The appointed service provider shall be required to provide highest quality cleaning services for Cape Town Station in the Western Cape Region.
- The provision of this service shall comply with applicable and relevant regulations and laws that governs the cleaning sector as well as Health and Safety Act (Act 85 of 1993) and Railway Safety Act (Act 16 of 2002)
- The total cleaning staff/personnel to be provided in this specification is 105 including the supervisor as per the Table 4.3 below

#### 1.1.1. The Station Clustering

The stations are clustered according to the portion of the Western Cape Region network as illustrated in the diagram below.

[INSERT NETWORK DIAGRAM]

#### 1.1.2. The Station Facilities and Size

The contract will provide cleaning of various facilities within the station precinct.

This cluster has;

- 28 x platforms
- 0 x footbridges and subways
- 4 x railway tracks (cleaning of track extend 200m beyond the edges of the platforms)
- 30 x public ablution facilities
- 4 x Ticket offices
- 0 x Waiting Areas
- [INSERT NUMBER] x staff offices
- 4 x Parking Areas
- 24 x access control points
- 3 x Concourse
- 8 x Entrance Walkways
- [INSERT NUMBER] x Waste Area / Facilities

Table 4.1 illustrate all the facilities available per station

Station name	Platforms	Railway tracks	Sets of ablutions	Ticket sale office	Lifts	Escalators	Parking areas	Access control	Concourse	Entrance
Cape Town Station	28	28	30	4	6	2	4	24	3	8

Table 4.2 illustrate the extend and size of the facilities

[INSERT SIZE ILLUSTRATION]

### 1.1.3. The Staffing Plan and Shift System

The total cleaning staff/personnel to be provided in this specification is as per Table 4.3 below.

			SHIFT OPERATING TIMES				
			Weekdays				Weekend (Saturdays/Sundays and Public Holidays)
	Facility/Area	Total Number of Cleaners	Day-Shift (1Hour Lunch)	Offices (1Hour Lunch)	Day Shift (1Hour Lunch)	Night Shift (2Hour Lunch)	
			06:00-15:00 (8 hrs.)	07:30-16:30 (8 hrs.)	09:00-06:00 (8 hrs.)	18:00- 06:00 (9 hrs.)	
1	Monument station building	1		1			
2	Metrorail Ticket Offices and Operational Offices	1		1			1
3	Metrorail Mess Facilities	1		1			
4	Metrorail Drivers' Mess Facilities	3	1		1	1	1
5	PRASA Protection Services	1		1			
6	Facilities Management - Platform 28 Offices	1		1			
7	MLPS Ticket Sales Office & Operational Offices	1		1			
8	Premiere Classes Lounge						
9	Long Distance Bus Facility	12	3		4	5	6
10	Concourse 1: MAIN (City Concourse)	12	4		4	4	6
11	Concourse 2: PARADE	8	4		2	2	4
12	Concourse 3: GOODHOPE	1		1			

13	Public Ablution facilities	8	4		2	2	4
14	STRAND STREET – Incl. Stairs and Access Area	4	2		2		2
15	ADDERLEY STREET – Incl. stairs and Access Area	2	1		1		
16	MARINE DRIVE – Incl. stairs and Access area	2	1		1		
17	Food Court	2	1		1		1
20	Railway Tracks (x 24 up to 200m from platform	8	4		2	2	4
21	Platforms (x24 platforms)	6	2		2	2	3
22	TOWER BLOCK Offices – 5 storey building	4		4			
23	Basement Parking						
24	Station Deck and SBM Traders Market	11	4	2	3	2	4
25	Parking Areas						
26	Mini Concourse	1		1			
28	Platform 18 to 23 and outside of MLPS	1		1			
29	Parade Ticket offices	1		1			
30	CMOCC						
31	CCTV at the back of CMOCC						
32	Neotel Building	1		1			
33	Outside areas	2	2		2	2	2
34	Stairs leading to Top Deck	1		1			1
	<b>TOTAL NUMBER OF CLEANING STAFF</b>	<b>99</b>	<b>33</b>	<b>18</b>	<b>27</b>	<b>22</b>	

Table 4.3

Staff requirements details				Weekend			
Staff	Station Classification	Total Number of Cleaners	Day-Shift ( 1 Hour lunch)	Offices ( 1 Hour lunch)	Weekdays Night Shift	(Saturdays/Sundays and Public Holidays)	
	SUPERCORE		06:00-15:00 (8 hrs.)	07:00-16:00 (8 hrs.)	18:00-06:00 (9 hrs.)		
1	Contract Manager	1	0	1	0		
2	Supervisors	5	2	1	2	2	
3	Cleaners	99	36	16	24		

	<b>TOTAL NUMBER OF CLEANING STAFF</b>	<b>105</b>					
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## 2. SPECIFICATION OF THE WORK, PRODUCTS OR SERVICES REQUIRES

### 2.1. Description of Service and Frequency

2.1.1. The specification provides for the provision of the following services and service frequency as a minimum contract requirement. However the service provider may employ the best innovation and best cleaning methods which will assure the highest level of cleanliness of stations and facilities

Facility	Areas	Description of Service	Frequency
<b>Staff Offices and Messrooms</b>	Floors	Sweep with dust mop sweepers	Daily
		Damp mop	Daily
		Scrub with machine and polish	Monthly
		Vacuum all carpeted floors	Daily
		Shampoo	Every three months
		Spot cleaning	When requested
		Clean seats, scrub/vacuum	Monthly
	Kitchen, Boardrooms and Lounges	Wash dishes, dry and pack away	Continuously
		Empty and clean all waste receptacles	Continuously
		Clean floors, counters	Continuously
	Walls and Paintwork	Spot clean all low surfaces (finger marks, etc.)	Daily
		Glass walls, doors and light switches	Daily
	Windows	Clean wash windows	Weekly
	Others	Dust all areas needed to be dusted (up to 2m)	Alternate days( <b>Mon, Wed, Fri</b> )
		High dusting (above 2m)	Weekly
		Empty and clean all waste baskets, receptacles	Continuously
		Polish all wooden furniture	Daily
	Waste Disposal	Remove all waste to a specified area	Continuously
<b>Toilets and Public Ablution Facilities</b>	Whole of Ablution block	Empty and clean all waste receptacles	Continuously
		Clean and sanitize all toilet bowls, basins and urinals	Continuously
		Clean all mirrors	Daily
		Damp mop with disinfectant	Daily
		Spot clean walls, doors and partitions	Daily
		Replace toilet paper and towel rolls	Continuously
		Replenish hand soap	Continuously
<b>Platforms &amp; Railway tracks</b>	Platform areas	Sweep platforms	daily
		Remove papers and other foreign objects	Continuously
		Sweep the railway tracks.	Every three months
	Railway tracks. <b>Note: Employees work under protection on tracks and only</b>	Remove papers and other foreign objects – Clean the railway tracks up to 200m beyond the edges of both sides of the platforms	daily

	<i>during the off-peak)</i>		
<b>Station Concourse Area</b>	Glass and Metal Work	Spot clean glass doors	As necessary
		Clean and polish all bright metal fittings	Weekly
	Windows	Clean wash windows	Weekly
<b>Entrances and Walkways</b>	All areas around entrances and walkways	Sweep clean building surrounds.	continuous
		Dust/wipe clean walls.	Weekly
		Wipe clean signs and Lettering.	Daily
<b>Stairways</b>	All areas around the Stairways	Wipe Clean landings, removing all dirt butts, etc. from joints and crevices.	Daily
		Wipe clean handrails.	Daily
		Wax - polish handrails.	Monthly
		Spot clean deck panels.	Continuously
		Thoroughly clean side panels.	Daily
		Machine clean the treads.	Monthly
<b>Waste Collection Facility</b>	<b>Refuse Room and Collection Area</b>	Sort the waste and isolate recyclable waste from disposal waste	Daily
		Coordinate the processes of collection of waste (disposal and recyclable) - Call the collection Company and Maintain Records	As required
		Wash refuse containers	As required
		Wash floors with chemicals.	Daily
		Disinfect all areas with recommended insecticide.	Weekly
<b>Parking Area and Common External Areas of the facility</b>	<b>All common areas and parking</b>	Sweep platforms	Daily
		Remove papers and other foreign objects	continuously
<b>Horticulture</b>	<b>Grass Cutting &amp; Tree Trimming</b>	Cut Grass, Trimming of trees general clean-up of vegetation within the full precinct.  Perimeter areas including 3m along fence-line, inside and outside of fence.  Around all buildings and open areas within the station.	Monthly
<b>DEEP Cleaning to all areas and facilities</b>	<b>For all buildings / facilities.</b>	Deep cleaning / washing of all facilities and workshops public and internal areas as noted in all areas above	Monthly
<b>Cleaning of Gutters and Waste Pipes</b>	<b>For all buildings</b>	Clear / remove / open debris of all downpipes and drains waste channels etc of all buildings and facilities.	Weekly

### **Others**

- a) **Basins** – wet wipe with hard surface cleaner daily, remove mineral deposits monthly, fill liquid soap holders and paper hand towel dispensers when needed.
- b) **Blinds** – vertical: remove dust monthly. Horizontal: damp wipe monthly.
- c) **Carpets** – vacuum – high traffic, daily and low traffic, daily. Remove spots and stains as necessary. Interim clean as required. Restorative clean as required.
- d) **Ceilings** – dust and wipe air vents once every two months.
- e) **Chairs** – cloth: vacuum, daily, spot clean as necessary and shampoo as required. Vinyl and leather – dust, daily and damp wipe fortnightly.
- f) **Desks** – natural, unsealed woods – dust daily. Sealed wood – polish weekly. Scaled wood/glass/formica – dust or damp wipe daily and polish weekly.
- g) **Doors** – remove finger-marks on glass and push plates daily, dust or damp wipe monthly and damp wipe door handles weekly.
- h) **Electrical Equipment** – dust daily, damp wipe weekly. Wet wipe and rinse inside surfaces of microwaves weekly or as necessary.
- i) **Mirrors** – in washrooms – wet wipe and dry daily or as necessary. Ornamental – use glass cleaner weekly.
- j) **Ovens/Stoves** – wet wipe hot plates with hard surface cleaner daily or as necessary. Use caustic aerosol spray on emancipated oven surfaces monthly.
- k) **Radiators / Aircon** – dust and damp wipe weekly.
- l) **Refrigerators** – damp wipe top daily, damp wipe doors and sides daily.
- m) **Rubbish Bins** – empty and damp wipe daily and remove stains and disinfect weekly, or as necessary.
- n) **Shelves** – dust those that are empty weekly and damp wipe when shelves are cleared as required.
- o) **Sinks** – wet wipe as necessary daily

- p) **Skirting** – Wet wipe with hard surface cleaner weekly and remove stains and/or marks when necessary.
- q) **Tables** – in canteens wet wipe daily, other areas as for desks.
- r) **Taps** – wet wipe with hard surface cleaner daily and remove mineral deposits monthly.
- s) **Telephones** – dust and damp wipe with disinfectant weekly.
- t) **Floors: Resilient** (vinyl, PVC, linoleum, sealed wood, etc.)
  - a. **High Traffic** – remove dust with mop – or disposable cloth sweeper three times weekly. Damp mop for soilage as necessary. Spray clean or burnish using a mechanized system three times weekly. Light scrub and apply maintenance coat as necessary. Strip clean and reseal as required.
  - b. **Low Traffic** – remove dust with mop or disposable cloth sweeper daily. Damp mop for soilage as necessary. Spray clean or burnish using mechanised system weekly. Light scrub and apply maintenance coat as necessary. Strip clean and reseal as required.
- u) **Toilet** – ensures usability (report faults to ticket office) and replenishes consumables (toilet paper) daily. Remove spoilage from bowl and under flush rim with hard surface cleaner and a brush daily, and as necessary. Remove mineral deposits monthly. Wet wash seat and lid, cistern and pipes etc daily, and as necessary. Disinfect all components daily. Wet wipe doors and walls twice weekly or as necessary.
- v) **Urinals** – remove litter as necessary. Wet wipe with hard surface cleaner or disinfectant daily. Wet wipe and dry wipe flushing mechanisms daily. Mop step and/or floor at urinal with disinfectant as necessary. Remove mineral deposits from gullies and drains monthly.
- w) **Walls/Window sills** – Spot clean as necessary. Wet wipe and dry washable surfaces twice annually.

## 2.2. Local Content

The below is a summary of requirement as per the special conditions of contract and also indicating the items applicable to local content requirement.



Items	100% LOCAL CONTENT TEXTILE	Applicable	Partially Applicable	Not Applicable
A	- Dust Coat	<b>X</b>		
B	- T-shirt / Shirts	<b>X</b>		
C	- Coat (Two piece)	<b>X</b>		
D	- Pants (Two piece)	<b>X</b>		
E	- Reflective vest / Bibs	<b>X</b>		

#### Local production and content for designated sectors.

Tenderers are encouraged to use locally produced uniform/ equipment as per the local content of DTI.

#### 2.3. Measurement of Performance

- 2.3.1. The service provider's performance of cleaning service will be formally measured monthly according to the measurement criteria below.

	FOCUS CLEANLINESS ITEMS	MEASUREMENT
<b><u>PLATFORMS:</u></b>	Papers, peels, cans/bottles, cigarette butts, leaves, excrement, bad smells, stagnant water, dirt bags, leaking sewage, rodents, animals (dead or alive)	0 = NOT APPLICABLE 1 = UNACCEPTABLE (No information at all. Information older than two days) 2 = POOR (Notices are handwritten. Information older than expiry date. Notices are not clearly understandable and not informative.) 3 = GOOD (Minimum of elements present. Obvious sign that the place is cleaned) 4 = EXCELLENT (No litter and an extra effort was put in to make the place look more attractive e.g. floor was washed with detergent)
<b><u>WAITING ROOMS AND SHELTERS:</u></b>	Litter and hygiene e.g. papers, peels, cans/bottles, cigarette butts, leaves, general dirt, cobwebs, dust, excrement, bad smells, water pools, plastic bags.	0 = NOT APPLICABLE 1 = UNACCEPTABLE (Most elements present and there is a general sense of no maintenance and neglect.) 2 = POOR (Has not been swept in the last 1-2 hours. Visible signs of accumulated dirt.) 3 = GOOD (Minimum of elements present or visible sign that place is cleaned.)

		4 = EXCELLENT (No litter and an extra effort was put in to make the place look more attractive e.g. floor was washed with detergent or polished.)
<b><u>TRACKS:</u></b>	E.g. papers, peels, cans/bottles, cigarette butts, leaves, plastic bags,	0 = NOT APPLICABLE 1 = UNACCEPTABLE (Most elements present and a general sense of neglect.) 2 = POOR (Visible signs of dirt that has accumulated.) 3 = GOOD (Minimum of elements present/visible sign that tracks are cleaned.) 4 = EXCELLENT (No litter. Tracks are cleaned at least once per day.)
<b><u>TOILETS:</u></b>	Papers, dust, cobwebs, peels, cans/bottles, cigarette butts, excrement on floor, bad smells, water pools, leaking sewage, rodents, animals (dead or alive), overflowing sanitary bins.	0 = NOT APPLICABLE 1 = UNACCEPTABLE (Toilets out of order. Toilets not cleaned on daily basis.) 2 = POOR (Toilets cleaned, but still visible signs of dirt, e.g. dust, cobwebs.) 3 = GOOD (Obvious sign that toilets are cleaned daily.) 4 = EXCELLENT (Extra effort is put in to ensure cleanliness, e.g. using detergents.)
<b><u>SUBWAYS AND BRIDGES:</u></b>	E.g. papers, general dirt, dust, mud, water pools, peels, cans/bottles, cigarette butts, leaves, excrement, bad smells, plastic bags, leaking sewage, rodents, animals (dead or alive).	0 = NOT APPLICABLE 1 = UNACCEPTABLE (Most elements present and a general sense of neglect and no maintenance.) 2 = POOR (Has not been swept in the last 8-12 hours, visible signs of dirt.) 3 = GOOD (Minimum of elements present or visible.) 4 = EXCELLENT (No litter, extra effort was put in to make the place more attractive.) <b>NOTE:</b> If papers and leaves etc. are present due to wind, it will be taken into consideration.
<b><u>AUTHORISED VERIFICATION POINTS: ACCESS</u></b>	Litter and hygiene e.g. paper, peels, cans/bottles, cigarette butts, dust, bad smells, grime, graffiti, water pools, rodents, animals	0 = NOT APPLICABLE 1 = UNACCEPTABLE (Most elements present and there is a general sense of no maintenance and neglect.)

<b><u>CONTROL AREAS</u></b>	(dead or alive), overflowing bins for defaced tickets.	<p>2 = POOR (Has not been swept in the last 8-12 hours. Visible signs of dirt accumulated.)</p> <p>3 = GOOD (Minimum of elements present or visible signs that the place is maintained.)</p> <p>4 = EXCELLENT (No litter and an extra effort was put in to make the place look more attractive e.g. floor washed with detergent and / or polished.)</p>
<b><u>PARKING AND EXTERNAL AREA</u></b>	Litter and hygiene - Papers, peels, cans/bottles, cigarette butts, leaves, excrement, used condoms, bad smells, stagnant water, dirt bags, rodents, dead animals, hawkers catering food, , overflowing dirt bins.	<p>0 = NOT APPLICABLE</p> <p>1 = UNACCEPTABLE (Most elements present and there is a general sense of no maintenance and neglect.)</p> <p>2 = POOR (Has not been swept in the last 8-12 hours, some elements like papers, cigarette butts, leaves, condoms, etc.)</p> <p>3 = GOOD (Minimum of elements present, hardly any litter present.)</p> <p>4 = EXCELLENT (No litter and extra effort was put in to make the place look more attractive e.g. shaded parking, painted lines etc.)</p> <p><b>NOTE:</b> If any of the above elements like papers, leaves, etc. is present due to the wind / wind blowing, it will be taken into consideration.</p>
<b><u>HORTICULTURE</u></b>	Grass Cutting & Tree Trimming	<p>0 = NOT APPLICABLE</p> <p>1 = UNACCEPTABLE (Most elements present and there is a general sense of no maintenance and neglect.)</p> <p>2 = POOR (Has not been cut in the last month. Visible signs of overgrown grass and untrimmed trees.)</p> <p>3 = GOOD (Minimum of elements present or visible signs that the place is maintained.)</p> <p>4 = EXCELLENT (Grass cut and trees trimmed to specifications and an extra effort was put in to make the place look more attractive e.g. grass edges trimmed to shape / weed killer sprayed on areas where no grass is needed.)</p>

<b><u>FOYER – STATION FORECOURT AND PARKING AREAS</u></b>	Litter and hygiene - Papers, peels, cans/bottles, cigarette butts, leaves, water pools or mud, dust, grime, graffiti, leaking sewage, rodents, animals (dead or alive), ticket windows (clean outside), overflowing dirt bins.	0 = NOT APPLICABLE 1 = UNACCEPTABLE (Most elements present and there is a general sense of no maintenance and neglect.) 2 = POOR (Has not been swept in the last 1-2 hours, visible signs of dirt that has accumulated.) 3 = GOOD (Minimum of elements present and obvious signs that the place is maintained.) 4 = EXCELLENT (No litter and extra effort was put in to make the place look more attractive e.g. floor was washed with detergent or polished.) NOTE: If any of the above elements like papers, leaves etc. is present due to the wind blowing, it will be taken into consideration.
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### 3. SPECIAL CONDITIONS OF CONTRACT

#### 3.1. Performance

- This shall be a **performance based contract** and shall be for a term of 36 months commencing from the date of signature of agreement.
- The performance of the Service Provider **shall be evaluated and assessed on month to month basis** and may be terminated on the ground of poor performance and/or non-responsiveness.
- Either party may terminate the Contract by given another party a 30 calendar day written termination notice.
- The Service Provider shall undertake to provide and use **Totally Degradable Plastic Refuse Bags (TDP)** for daily refuse collection.
- The Service Provider shall undertake to provide and use environmentally friend (and SABS approved) products/detergents/material as required by PRASA.

#### 6.2 Cleaning Material & Machinery

- All electrical and non-electrical operated equipment should be SABS approved.
- The Service Provider shall supply its own cleaning equipment and chemicals at their own cost.
- The Service Provider shall maintain and ensure availability of Material Safety Data Sheets (MSDS) to be available
- All cleaning material approved by the client shall be available at all times for execution of work.

- PRASA shall ensure availability of supply point for water supply and electricity, in the event where the water supply is disrupted or PRASA runs out of water the service provider needs to provide alternative means to get water to ensure all facilities are kept cleaned.
- All safety precautions stipulated by the client shall be strictly adhered to.
- The Service Provider shall be responsible for the efficient performance of the Contract and for the good conduct of his/her employees whenever they carry out cleaning works at the stations.
- The Service Provider shall maintain contracted number of cleaners at all times to properly fulfil his/her obligation under this Contract.
- The Service Provider's employees shall be properly supervised at all times by a supervisor(s) employed for this purpose by the Service Provider.
- The Service Provider shall provide clean and tidy uniforms by the Service Provider for all his/her employees. The uniform must be worn by all employees who are engaged to carry out the works under this Contract.
- The Service Provider employees cleaning PRASA stations under this Contract shall be identifiable (ID) with appropriate Company's badge and access card displayed all the time with the following information on it;
  - a) The photo of the employee
  - b) The Name of the Employee
  - c) The position he or she occupies
  - d) The Name of the Cleaning Company
  - e) The Number of the Site Access operating under
  - f) The Name of the Station of deployment.
- PRASA reserves the rights to monitor time and attendance of the Service Provider's employees as well as to give working instruction directly to the Service Provider's employees if in the opinion of PRASA this is necessary. This will be done through a dedicated Contracts Manager.
- Subject to the final agreement made by the parties, the Service Provider shall be remunerated by PRASA monthly in accordance with the price agreed.
- The Service Provider shall provide high quality cleaning operation at the Stations all times. The Contract shall put in-charge a sound knowledgeable and experience Supervisor, in charge of daily operations of cleaning team. These personnel shall be strong in supervisory and communication skill, initiative, enthusiastic and reliable. The Supervisor may be required to perform duties outside normal working hours and be reachable all the time.

- Cleaners should be trained to be observant, keen, alert, efficient, willing and pleasant. On job work observation must be performed by Supervisor on an on-going basis to ensure that cleaners perform the duties and responsibilities consistently above expectation.
- The Service Provider ***shall perform cyclic or ad-hoc deep cleaning*** of the station and the facilities to enhance the level of cleanliness.
- The Service Provider shall provide all necessary machinery, tools and materials for the proper execution of the work. Such machinery and materials shall be of a high standard and suitable for use in the station environment.
- Unless written consent is given by PRASA, the Contract or any part, share, or interest in it, must not be transferred or assigned by the Service Provider, directly or indirectly to any persons whomsoever.
- The Service Provider's employees must observe all reasonable instruction of the PRASA Delegated Contract's Manager.
- Cleaning of toilets at Stations and depots shall be done every 30 minutes and an inspection sheet shall be kept in the toilets.

**NB: The consumables for example; Air/ Room Freshener, Urinal cubes. Toilet papers e.t.c shall be provided in abundant and there shall be no shortage**

### 6.3 DEFAULT

- 6.3.1 If the Service Provider has abandoned the Contract or is not executing the service in accordance with the Contract or is persistent of flagrantly neglecting to carry out his obligation under this Contract, PRASA delegated Contract's Manager, after giving 7 working days' notice in writing to the Service Provider, may expel the Service Provider from the station thereby releasing the Service Provider from any of his other obligations or liabilities under the Contract.

### 6.4 INSPECTION AND REJECTION

All services performed under this Contract shall be subject, before payment, to inspection by PRASA delegated Contract's Manager who may withhold payment when in his/her opinion any services has not been performed in accordance with the requirement of the Contract.

### 6.5 SAFETY AND HOUSEKEEPING

- PRASA operate stations within a strict railway operating environment with high commuter flow, particularly during operating peak periods. Safety of commuters is therefore a non-negotiable requirement and the following should be strictly complied with.
- The Service Provider ***shall submit a Health & Safety Plan***, which will include Risk Assessment with proposed work method and request for approval for site access (for PRASA CRES's approval). Only when approval is granted shall the Service Provider be granted access to the site for the duration of the contract.
- Good safety and housekeeping practices shall be entrenched in working methods and practices.
- Compliance with Environmental, Health and Safety Regulations as well as any such regulation prescribed by PRASA. It is the Service Provider's responsibility to know and understand them properly.
- Regular and routine or ad-hoc inspections of compliance with safety and housekeeping shall be undertaken and all necessary correction actions immediately implemented.

## 6.6 MAINTENANCE RECORDS AND REPORTING

- The Service Provider shall ensure that ***proper records of equipment, consumables, toilet paper consumption; inspection lists and staff attendance registers are maintained***. These records must in the station/ticket office and made available on request.
- The Service Provider shall ***produce monthly reports*** indicating the daily resource deployment for the month, ad-hoc costs, and costs depicting the monthly contract fee, consumable allocation per facility with costing, walk-about findings, non-conformances and all actions taken.
- **Continual improvement:** This contract encourages the analysis of operations, to identify deficiencies, to introduce new technologies and provide proposals. This is the primary reason why proper record keeping and monthly reporting is prescribed in this contract.
- **Control Documents:** Control documents shall be placed at the Station Office to confirm that all activities have been carried out as per specifications. These documents are to be signed by the Service Providers' cleaning staff daily and must accompany the payment invoice each month.
- The Service Provider shall also provide the Station Office with documentation indicating the daily activities, i.e. starting, tea, lunch and finishing time, of the cleaning staff.
- Checking or inspection schedules to be signed and placed at the cleaners room at all times.

## 6.7 GENERAL REQUIREMENTS

- 6.7.1** The Service Provider shall comply strictly with requirements for the Cleaning of the Railway Tracks between platforms at each station. The tracks and railway operating tunnel shall only be

cleaned during the operating off-peak period during weekdays. This requirement will not apply to weekends and public holidays. The track cleaning shall be done **UNDER PROTECTION** and with approved Health and Safety Plan.

**6.7.2** The Service Provider shall ensure full compliance with all applicable Statutory Regulations of the industry. The following Specific Legislative Requirement will be strictly complied with:

- a. The Basic Conditions of Employment Act 1997 ( Act no 75 of 1993)
- b. The Labour Relations Act, 1995 (Act no 66 of 1995)
- c. The Occupational and Safety Act, 1993 (Act no 85 of 1993)
- d. The National Environmental Management Act (Act no 107 of 1998)
- e. National Railway Safety Regulator Act (16/2002)

**6.7.3** The Service Provider must implement a SHE working file where all records generated during the project will be filed. This file must be available at all times on site. The file will include, SHE Related records, Records of communication with the Client (Prasa), tool Box talks, Inspections, risk assessments etc.

- A) Contents of the file to be overseen by the SHE Coordinator of the Department.
- B) This document should be used as the standard guideline and all Service Providers should comply with this guideline.
- C) It is the responsibility of the SHE Coordinator to ensure that all required documents are on file prior to approval.
- D) It is the responsibility of the Department that is overseeing the whole contract process to ensure that a safety file is implemented at the site where the Service Provider works, No Service Provider's duties are to commence without this file being approved.
- E) The scope of work is discussed with the risk department. This is to ensure that all special details and requirements are addressed when compiling this file.
- F) The approved file will be kept at the appointed Prasa supervisor over the Service Provider for the duration of the project.
- G) For record keeping after the end of project. The file must be filed with the IRM of the department.
- H) This file should be readily available at all times.
- I) The risk department, Prasa management and or representatives has the right to
  - Request for the file at any given time.
  - Inspect the Service Provider documents at any given time



- Stop the work if he or she finds it necessary or is convinced that Safety, Health, and Environment is compromised.

## 7 PENALTIES

Penalty for poor quality of work shall be imposed subject to maximum of **10 %** of Contract value. The decision regarding Penalty & Imposing Penalty shall be of **PRASA CRES**. This is in addition to the proportional amount to be deducted for non-completion or not carrying out the work.

- If Team Leader / Supervisor and or cleaning staff are found absent or short, a deduction at the rate equivalent to **daily wage per employee** shall be applied.
- If during inspection, the workers are not found in uniform, a penalty of **R 200** per employee per day shall be imposed.
- If during inspection, the workers are not found in proper PPE (Personnel protective equipment) a penalty up to **R 200** per employee per day shall be imposed.
- In case of unavailability of proper chemicals for described usage, penalty up to **R1000.00** per day shall be imposed.
- In case of unavailability of Cleaning material for described usage, penalty up to **R1000.00** per day shall be imposed.
- In case of unavailability or use of improper hand tools and equipment e.g. mops, duster, and vacuum cleaner etc. a penalty of **R 1000** per incident per day shall be imposed.
- In case disposal of cleaning waste is not done by the Service Provider at the prescribed time, a penalty of **R 1000** per incident shall be imposed.
- In case Service Provider's employees embarked on strike, a penalty of **R 3000 per day per Depot or Station** it shall be imposed.
- In case of unavailability of consumables e.g. toilet paper, Room Freshener, Liquid Hand Wash etc. a penalty of **R500** per incident shall be imposed.
- In case of toilet found smelling bad, not spot cleaned, no inspection checklist and dirty a penalty of **R1000** per incident shall be imposed.
- In case the removal of vegetation is not done by the Service Provider as prescribed, a penalty of **R 2000** per incident per day shall be imposed.

## ANNEXURE C

[INSERT PRICING AND FEE PAYMENT SCHEDULE]