



NEC3 Term Service Contract (TSC3)

Between **ESKOM HOLDINGS SOC Ltd**
(Reg No. 2002/015527/30)

and []
(Reg No.)

for **The provision of Non-Industrial Cleaning Services
for Offices, Kitchen and Ablution at Duvha Power
Station**

Contents:	No of pages
Part C1 Agreements & Contract Data	[1-19]
Part C2 Pricing Data	[20-31]
Part C3 Scope of Work	[32-57]

CONTRACT No. []

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[3-5]
[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Employer</i>	[6-18]
C1.2b Contract Data provided by the <i>Contractor</i>	[19]
[to be inserted from Returnable Documents at award stage]	
C1.3 Proforma Guarantees	[•]

C1.1 Form of Offer & Acceptance

Offer

THE PROVISION OF NON-INDUSTRIAL CLEANING SERVICES FOR OFFICES, KITCHEN AND ABLUTION

Options A	The offered total of the Prices exclusive of VAT is	
	Sub total	
	The offered total of the amount due inclusive of VAT is ¹	
	(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:**

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**

Eskom Holdings SOC Ltd
Duvha Power Station
P O Box 2199
WITBANK
1035

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	_____	Eskom Holdings SOC Ltd Duvha Power Station P O Box 2199 WITBANK 1035
Name & signature of witness	_____	_____
Date	_____	_____

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]

1. Please read the relevant clauses in the conditions of contract before you enter data. 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.
2. Some TSC3 options are always selected by Eskom Holdings SOC Ltd. The remaining TSC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "[•]" - data is required to be inserted relevant to the specific option selected.]

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X17: Low performance 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):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	013 6900 113
	Fax No.	

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

10.1	The <i>Service Manager</i> is (name):	Europa Mququ
	Address	P O Box 2199 Witbank 1035
	Tel	013 690 0508
	Fax	0866030290
	e-mail	Mquque@eskom.co.za
11.2(2)	The Affected Property is	Duvha Power Station and surrounding Eskom Properties.
11.2(13)	The <i>service</i> is	Provision of Non-Industrial Cleaning for Offices, Kitchen and Ablution Facilities
11.2(14)	The following matters will be included in the Risk Register	None.
11.2(15)	The Service Information is in	Part 3: Scope of Work.
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 week
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
3	Time	
30.1	The <i>starting date</i> is.	01 March 2023 or as soon as possible
30.1	The <i>service period</i> is	3 years
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	On the 24 th 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	2 weeks after submitting the Invoice.
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	
	These are additional compensation Events:	<ul style="list-style-type: none"> Changes to the service made by a Service Manager’s Instruction to change the Service Information. The procedure for accepting a Defect is stated in Clause 43. An instruction to change the Service Information after acceptance of the Contractor’s quotation under subclause 43.1 is not a compensation event. A change to the Contractor’s plan made at his own request is not a compensation event. The clause also gives precedence to the Service Information in part one of the Contract Data over the Service Information in part two of the Contract Data. Thus the Contractor should ensure that the Service Information he prepares and submits with his tender as part two of the Contract Data complies with the requirements of the Service Information in part one of the Contract Data.
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	N/A
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	as stated for “Format TSC3” available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance).
83.1	The <i>Employer</i> provides these additional insurances	as stated for “Format TSC3” available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx

		(See Annexure A for basic guidance)
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
83.1	The minimum amount of cover for insurance in respect of 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 for any one event is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .
83.1	The minimum limit of indemnity for insurance in respect of 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 for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)..
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
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	six weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held	Johannesburg South Africa

	is			
	The person or organisation who will choose an arbitrator			
	- if the Parties cannot agree a choice or			
	- if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	January 2023		
A	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		80%	labour	RSA, Government Gazette Sectoral Determination 1 Contract Cleaning Sector, South Africa (Area C) Labour
		5%	Transport	L-2A Seifsa table
		5%	Consumables / equipment	SEIFSA Table D-CPI
		10%	non-adjustable	
		100.00		
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X17	Low performance damages	Should the contractor produce substandard work, -The employer will recover the cost of having it corrected by other people if the contractor fails to correct it within specified time. - A penalty of up to a maximum of 10% of the monthly task order value will be applied if the contractor does not perform the work as per the schedule. - A no work no pay principle will be applied if the contractor employees embark on an unlawful strike.		
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	<p>the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</p>
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 and • the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works / maintenance policies available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
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>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	12 months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within One Task Order will be issued for the whole work as per the Scope of Work and each Task Order will be issued for additional work.	5 days of receiving the Task Order
Z	The additional conditions of contract	

	are	Z1 to Z11 always apply.
Z1	Cession delegation and assignment	
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .	
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> 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 <i>Contractor</i> 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 <i>Employer</i> for the performance of this contract.	
Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Service Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.	
Z2.3	The <i>Contractor</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> in writing.	
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status	
Z3.1	Where a change in the <i>Contractor's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Contractor's</i> B-BBEE status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.	
Z3.2	The <i>Contractor</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Service Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Service Manager</i> .	
Z3.3	Where, as a result, the <i>Contractor's</i> B-BBEE status has decreased since the Contract Date the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Contractor's</i> obligation to Provide the Service.	
Z3.4	Failure by the <i>Contractor</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Employer</i> 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	Ethics	
Z4.1	Any offer, payment, consideration, or benefit of any kind made by the <i>Contractor</i> , which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the <i>Contractor's</i> obligation to Provide the Service or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action).	
Z4.2	The <i>Employer</i> may terminate the <i>Contractor's</i> obligation to Provide the Service if the <i>Contractor</i> (or any member of the <i>Contractor</i> where the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.	

Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Contractor* or any such member is removed from the an approved vendor data base of the *Employer* as a consequence of such practice.

Z4.3 Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P4 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.

Z5 Confidentiality

Z5.1 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.

Z5.2 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*.

Z5.3 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.

Z5.4 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*.

Z5.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z6 Waiver and estoppel: Add to core clause 12.3:

Z6.1 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.

Z7 Health, safety and the environment: Add to core clause 27.4

Z7.1 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.

- Z7.2 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.

Z8 Provision of a Tax Invoice and interest. Add to core clause 51

- Z8.1 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.
- Z8.2 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.
- Z8.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z9 Notifying compensation events

- Z9.1 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.
-

Z10 *Employer's* limitation of liability

- Z10.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z10.2 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.

Z11 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

- Z11.1 or had a business rescue order granted against it.

Z12 SUPPLIER DEVELOPMENT AND LOCALISATION (SD&L)

Z12.1 Eskom requires that the *Contractor's* Sub-Contractors (For fulfilment of SD&L obligations) to maintain their B-BBEE Status and Level at the time of contract award throughout the duration of the Contract.

Z12.2 Reporting

Portion related to the scope of this contract to be reported on only.

The Required B-BBEE Recognition Level compliance reporting to be done in terms of the requirements of 32-1033 on Company Status Evaluation within three (3) months after contract award then on a Yearly basis thereafter.

2nd Tier spending on BWO and BYO to be done monthly as at the end of each month by the 5th working day of the new month following the reporting month stating:

- Reporting Month
- Contract title and Contract number
- Sub-Contractor Vendor Name
- Activity / Bill item related to contribution
- Payment Value for month – in ZAR
- Sub-Contractor's Invoice number
- Main Contractor's Payment Reference Number
- Each page to be signed by the Contractor's Project Manager and a Financial Independent person of the Contractor's Company thereby declaring accurate reporting.

The Sub-Contractors invoices should reflect the Project, Site and Activity to the related service/s performed.

- Local Content progress reporting to be done on a monthly basis by the 5th of each month:
- Skills Development progress reporting to be done on quarterly basis.
- Employment progress statistics to be done on monthly basis

With regard to skills development, the same student cannot be linked to more than one project at the same time. Suppliers will be required to provide Names, Identification and Contact numbers, as well as certified copies of Identification documentation of students on skills development which will be monitored within Eskom.

The *Contractor* will be required

- to provide a high level Supplier Development & Localisation plan implementation plan which stretches for the duration of the contract within one month of contract award.
- to provide a detail quarterly procurement forecast to Eskom for monitoring & tracking.
- to provide an explanation and action plan for deviation from the proposed plan.

Correctness of the figures can be audited / verified at any time by an Eskom Representative from Supplier Development & Localisation, the Related Project or a Procurement official

Z12.3 Local development objectives

It is required that the 2nd tier procurement spent required by SD&L from BYO and BWO (see table below) should be come from entities from local to site.

“Local to site “means all areas that fall within 50km radius from the Project site (Duvha Power Station) and/ or Nkangala District / Mpumalanga Province.

The Contractor is obligated to execute a following non-negotiable SD&L Requirements in

the Term Service Contract with the Employer for purposes of operating and maintaining the works under the Engineering Construction Contract for the term as more fully provided for in the Term Service Contract.

Specific condition of tender

Pre-qualification criteria as stipulated in Regulation 4.1 of Preferential Procurement Regulation, 2017 affords State Owned Enterprises to set specific tendering conditions for advancement of certain designated groups.

The Special Conditions for this tender is the following:

- Tender shall be open to suppliers that are EME B-BBEE level 1 contributors only.

NB: failure to meet the above mentioned **Special Condition** will render the submission non responsive.

SD&L Undertaking / Compliance matrix

Other Local development objectives contained in the SD&L Undertaking include the following (Table 2):

Localisation compliance matrix

Criteria	Eskom's target	Tenderer's Proposal
Sub-contracting to BO	15.00	
Sub-contracting to BWO	10.00	
Sub-contracting to BYO	5.00	

- The target for the local content for provision of The provision of Non-Industrial Cleaning-Offices, Kitchen and Ablution Areas at Duvha Power Station for a period of three (03) years at Duvha Power Station is set at 100% of the contract amount.

It is further indicated that there are no commodities or materials needed for the execution of this project that are part of the designated sectors declared by DTI. That is, the Local content target does not have a mandatory threshold and should any of the recommended tenderer fail to meet the Eskom's target, this will form part of the negotiation and part of the contract once agreed upon.

Job Creation (Non-weighted)

Suppliers should mention the number of jobs created and retained as a direct result of the contract. These proposals shall be made in the SD&L Compliance Matrix to be provided with the Enquiry document.

Number of jobs to be created as a result of this contract	
Number of jobs to be retained as a results of this contract	

Z12.4 Corporate Social Investment

The Contractor commits to set aside at least 2% to fund a Corporate Social Investment as a direct beneficiation of the Local to site communities.

Z12.5 Penalty on B-BBEE Recognition Level:

0.5% of committed contract value for losing the Contracted B-BBEE Recognition level.

That is, in the event where the Contractors Sub-Contractors have the required B-BBEE status and during the term loses the rating and not re-achieve it within three months the penalty will also apply but not as a double penalty - i.e. penalized after six months and then the business entity achieve it after being penalized and lose it during the rest of the term.

"the term" means the contract term from contract start until the performance certificate is issued.

Z12.6 SD&L compliance Penalty:

The penalty for non-compliance will be 2% of the value of the contract for each percent not met, deducted from the final payment.

Where the Contractor has no employment for the developed candidate(s), Eskom shall have 1st preference for appointment of developed trainee candidate at no additional cost to Eskom. Appointment by Eskom of the developed trainee candidate will not be compulsory.

Z12.7. 2nd Tier Companies / Sub-Contractors should be submitted to Eskom to be evaluated for

BYO, BWO, SBE and LBS classification in terms of the requirements of 32-1033, Local to site and verification and approval.

**NB: IT IS MANDATORY TO THE EMPLOYER FOR THIS CONTRACT TO COMPLY WITH
LABOUR RELATION ACT OF S.A**

Annexure A: Insurance provided by the Employer

These notes are provided as guidance to tendering contractors and the Contractor about the insurance provided by the Employer. The Contractor must obtain its own advice. Details of the insurance itself are available from the internet web link given below.

1. Services provided in a TSC3 contract could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the *Employer's* "works" type policy which may be in place for the *Employer's* portion of the Affected Property concerned or against the *Employer's* assets policy which may be in place for the *Employer's* portion of the Affected Property concerned, or both.
2. The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the Affected Property and the nature of the insurable event.
3. The *Contractor* is required in terms of Contract Data for clause 83 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from his own resources on a 'self insured' basis or obtained by him from his own insurers. In order to assess the extent of this cover, tendering contractors and their brokers should consult the internet web link given below and scroll to '**Format TSC3**' to establish both the cover and the deductibles in relation to the service provided in terms of this contract.
4. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 83.2. In terms of clause 83.1 "the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
5. If Marine Insurance is required the *Contractor* needs to obtain a copy of the latest edition of Eskom's Marine Policies Procedures found at internet website given below.
6. Further information and full details of all Eskom provided policies and procedures may be obtained from:

http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx

C1.2 Contract Data

Part two - Data provided by the Contractor

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No. E-mail address:	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	95.74% 4.26%
11.2(14)	The following matters will be included in the Risk Register	SHEQ and finance
11.2(15)	The Service Information for the Contractor's plan is in:	Scope of work
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	CV's (and further key person's data including CVs) are in .
A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	C2.2
11.2(19)	The tendered total of the Prices is	

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 and• where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

Function of the Price List

Clause 54.1 in Option A states: "Information in the Price List is not Service Information". This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Service in accordance with the Service Information". Hence the *Contractor* does **not** Provide the Service in accordance with the Price List. The Price List is only a pricing document.

Link to the *Contractor's* plan

Clause 21.4 states "The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance". Hence when compiling the *price list*, the tendering contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(17).

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

SCHEDULE A: Normal time

Item	Description	No.	Unit	Rate	Price
1	Cleaners for cleaning of Offices, Boardrooms, kitchen, auxiliary bay stairs and lifts, ablution facilities and other areas as detailed in this agreement per month.	105	Hr		
2	Cleaners for cleaning of critical areas for covid-19 control (Shift Work)	2	Hr		
3	Site Manager	1	Hr		
4	Site Supervisors	4	Hr		
5	Safety Officers	1	Hr		
6	Equipment and Tools	1	monthly		
7	Transport +/-70km per day (Kwaguqa Ext's, Old location, Clarinet, Tasbet, Masakhane, Lesedi, Naledi and Middleburg). 22 seater bus	5	monthly		
8	Personal Protective Equipment & SHEQ Costing.	1	yearly		
9	Consumables (See examples in schedule F)	1	Monthly		
10	Site Establishment	1	Sum		
11	Site De-establishment	1	Sum		
	Total				

**NB: ALL LABOUR RATES MUST BE INCLUSIVE
OF ALL THE REQUIREMENTS AS STIPULATED IN
THE LATEST LABOUR ACT (INCLUDING
BONUSES)**

SCHEDULE B: Overtime rates

Item nr	Description	No of Employees	Unit	Rate	Rate
				1.5	2
				Saturday	Sunday
					And Public
					Holiday
1	Cleaners for cleaning of Offices,Control rooms, kitchen, auxiliary bay stairs and lifts,ablution facilities and other areas as detailed in this agreement per month Including outage overtime on and as when required.	30	2304Hr		
2	Site Supervisors	1	2304Hr		
			Overtime 1.5 : Cleaner		
			Supervisor		
			Total		

Item	Overtime Transport Description	Unit	Number of Days including Holidays	Rate	Total Price
	22 Seater	+/-70Km	468		
	15 Seater	+/- 70Km	468		
	35 Seater	+/- 70Km	468		
	Total				

SCHEDULE C : Sanitary Service

Item	Description	Freq uency	Unit	Rate	Price
1	Sanitary Service Incl Transportation and disposing of sanitary towels	2	36		
2	New SHE Bin	As and when requi red	each		
	Total				

NB: Once the service provider is on site for the collection of sanitary waste the waste manifest must be provided. Ensure that only Duvha waste is accounted on the manifest certificate and it is also advisable to weigh the waste at medical station before leaving site. The number of SHE Bin and toilets may change due to additional of parkhomes in some departments

SCHEDULE D: Bonus Provision (Rates as per normal hours/time)

Item		UNITS	No	Rate	Price
1	Cleaners for cleaning of Offices,Boardrooms,kitchen,auxiliary bay stairs and lifts,ablution facilities and other areas as detailed in this agreement per month.	Hr	105		
2	Cleaners for cleaning of critical areas for covid-19 control (Shift Work)	Hr	2		
3	Site Manager	Hr	1		
4	Site Supervisors	Hr	4		
5	Safety Officers	Hr	1		
	Total				

Item	Description of the <i>equipment</i> and tools	UNITS	Quantity	Price
	Equipment			
1	Heavy duty vacuum cleaner upright dual motor design	e.a	30	
2	Wet and dry vacuum cleaner	20 gallon	5	
3	Scrubbing machine	18L	3	
4	Bucket mop system	e.a	100	
5	Step ladder (Different Sizes)	e.a	5	

SCHEDULE F: Consumables

Item	Description of Consumables	UNITS	Qty	Rate	Amount
			Per month		
	Consumables				
1	Dish washer	25L	720		
2	Multi-purpose	25L	720		
3	Floor polish	25L	900		
4	Carpet shampoo	25L	720		
5	Bleach	25L	360		
6	Mr Min	300ml	7200		
7	Bin bags	pkts	10800		
8	Stripper	25L	720		
9	Pine gel	25L	720		
10	Pink hand soap	25L	720		
11	Reinol	15Kg	540		
12	Toilet bowl	25L	180		
13	Deodrant spray	225ml	7200		
14	Deodorant blocks	5Kg	720		
15	Jumbo rolls	1500m	3600		
16	Multi fold double ply towels	Case of 12 500 sheets	7200		
17	Reflex plus single ply paper towel	Case of 6 500 sheets	7200		

18	Squeegee		100		
19	Feather dusters		100		
20	Mops		100		
21	Brooms		200		
22	Buckets	10L	100		
23	Pot scourer	Pkt	200		
24	Mutton cloth	Pkt	200		
25	Dish cloth	Pkt	200		
26	Steel wool	Pkt	200		
27	Cushy plus double ply toilet papers	Case of 48	14400		
	KITCHEN CONSUMABLES				
28	Econodet(general purpose detergent)	25L	108		
29	Quatracide(Sanitiser)	25L	108		
30	Salad Wash Tablet	2.35gram	7200		
31	Microcide(Sanitiser Sachet)	6gram	7200		
32	Supakleen(Priobiotic floor cleaner)	5L	216		
33	Polycide	5L	216		
34	Encompass(Highly conc oven cleaner)	5L	216		
35	PIP Result	5L	216		
36	Red Bucket TP	5L	216		
37	Blue Bucket TP	5L	216		
38	Supakleen Spray Bottle	750ml	216		
39	Polycide Spray Bottle	750ml	216		
40	Encompass Spray Bottle	750ml	216		
41	Blue Trigger Spray Head	28/400	216		
42	Red TSD Trigger Head	28/400	216		
43	Yellow Trigger Head	28/400	216		
44	Dermabac Pouch(Gel alcohol scrub pouch)	800ml	648		
45	Dermapur Pouch(Liquid hand soap)	800ml	648		
46	D-Stain (Crockery destainer)	5Kg	216		
47	Black scourer pads	Pkt	1800		
	Total				

Item	Description	Qty	Price e.a	Total
1	First Aider (1)	Ea		
2	Supervisor (SHE Training)(4X)	Ea		
3	Incident Investigator (X1)	Ea		
4	Fire fighting level one(X1)/ After appointment on site all employees to attend Fire Demo (provided by the Client)	Ea		
5	Fall Protection planner (x1) & All employees to work at heights must be trained by an Accredited facility.	Ea		
6	Risk Assessor (1X)	Ea		
7	Safety Boots (x1 pair)	Ea		
8	Two or one piece Overalls (x2)	Ea		
9	Reflective vest (x1)	Ea		
10	Hard hat with a chin strip with a company logo (x1)	Ea		
11	Safety gloves (applicable for the type of duty) (x2 pair)	Ea		
12	Safety Goggles/ glasses (applicable for the type of duty) (1X)	Ea		
13	Disposable Dust mask (each to be replaced after contamination)	Ea		
14	Water boots(X1)mainly for kitchen staff	Ea		
15	Hearing protection (x2)	Ea		
16	Rain coats (If applicable)(x1)	Ea		
17	First Aid Box (Including all relevant required items) (x1)	1		
18	Fire extinguisher (x1 for the vehicle & x1 for the offices)	1		
19	Medical Surveillance (For all employees on site) including labour broker (validity of 12 months)	111		
20	First Aid Box (Including all relevant required items) (x1)	1		

NOTE

- Total hours worked will be based on 173 hrs.
- No overtime will be done and payed prio application form.
- Transport, medical certificates and finger prints report must be inclusive on your rates.
- Payslip must be attached showing the hour rate, transport allowance,
- UIF deduction and annual bonus.
- It is the *contractor's responsibility to ensure that* provision is made for bonus payment to his employees when pricing.
- All the Equipment are compulsory for this Contract
- All the Equipment proof of purchase or lease agreement to be presented
- All consumables proof of purchase to be provided Monthly

Int & Surname

Signature

Date

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

Description of the *service*

THE SCOPE

GENERAL SCOPE OF WORK

1 DESCRIPTION OF THE *SERVICES*

1.1 Offices, boardrooms, storerooms, Stairways, bridge, lifts and Passages

The work comprises the cleaning of various offices at Duvha Power Station.

The complete cleaning of offices, boardrooms, storerooms, passages, stairways and lifts as detailed below. The cleaning will include the supply of all cleaning materials, cleaning equipment and the supervision.

THE CLEANING CONSISTS OF:

- . Dustbins including cigarette butts bins are emptied daily.
- . Office furniture is dusted daily.
- . Carpets are vacuum cleaned daily.
- . Carpets are washed once every three months.
- . Furniture is polished once a week.
- . Chairs are cleaned daily & deep washed twice a year.
- . Leather chairs are dusted daily and use damp cloth once a week.
- . Windows are washed internal and external once a week.
- . Windowsills are dusted daily.
- . Light fittings are dusted once a week.
- . Walls are washed once every two months using detergents.
- . Floor tiles are washed daily with wet cloth.
- . Floors are scrubbed once a week.
- . Floor tiles are polished once a week.
- . Ceilings are dusted once a week.
- . Ashtrays are emptied and cleaned daily.
- . Flowerpots are dusted/ wiped twice a week.
- . Filing cabinets wiped twice a week.
- . P.C and Printers are wiped twice a week.
- . Photostat machines are wiped twice a week.
- . Doors are wiped internal and external once a week.
- . Entrance areas are cleaned daily.
- . Area/paving around the building swept daily.
- . Flower pots are dusted/wiped daily.
- . Administration lifts to be cleaned twice a day.
- . Administration stairways from top to bottom must be cleaned twice a day.
- . Administration sliding door to be washed every morning before 08h00.
- . 4th floor administration bridge to be clean daily.
- . Unit 1 to 6 stairways from 33ml to ground floor be cleaned twice a day.
- . Units stairways wall and railings to be dusted daily.
- . Units stairways walls to be washed twice a month.
- . Units lifts and door lifts to be cleaned daily.

NOTE: NO FLOOR POLISH TO BE APPLIED ON STAIRWAYS

The following offices, storerooms, boardrooms, passages and stairways must be cleaned

- . Operating Support Services.
- . Auxiliary Engineering.
- . Outage Management
- . Safety Risk Management
- . Operating Training
- . Medical Station (Hand towels to supplied)
- . Re - commissioning
- . Industrial Relation
- . Simulator
- . Maintenance Training (x4 offices) and Lecture room(x3)
- . MSS Offices
- . Works Management Park homes x4
- . Ash Plants offices (x offices)
- . Offices at Buying
- . The Laboratory and Water Treatment Plant
- . Material Management offices and stores
- . Coal Plant Offices between Staith 1 and 2
- . Protective services building including Gate 1 and 2
- . Shisa Taba Conference Centre
- . Platershop Workshop Offices
- . EMD Workshops and Offices
- . HMD Managers and Eskom's Representative
- . HMD Workshop Offices
- . OPS O/Plant Office
- . Fire Station Area and offices
- . Ops Training Offices (22ml unit6)
- . Oil burner Section offices
- . LP Services PO Offices
- . DHP Control Rooms Units 4 to 6
- . Conveyor Control Rooms Units 4 to 6
- . C & I Main Workshop No. 1 Offices only
- . C & I Main Workshop No. 2 Offices only
- . C & I GO Workshop Offices
- . C & I Computer Workshop Offices
- . C & I Outside Plant Workshop Offices
- . Performance and testing including passages
- . Khuluma boardroom including passages
- . C & I and EMD including secretary's offices
- . Production and Shift managers offices including passages
- . 16 ML and 14 ML floors unit 1 to 6
- . Control rooms units 1 to 6 including passages
- . Projects Offices
- . Project Outage Offices
- . Transport Management Offices
- . PT & M Offices including passages
- . Unit 1 Archive storeroom
- . Kitchens Offices(Bon-appetite, Sannieshof and Ikageng)
- . Guest House
- . Main Administration Building Offices and Boardrooms
- . Administration Building two lifts
- . Administration Building stairways
- . Unit 1 to 6 lifts

- . Unit 1 to 6 stairways
- . Lapa
- . Coal management offices and boardroom
- . Mogolo training centre and braai area
- . CED park homes
- . Pant Operators and unit shifts offices unit 1 to 6

1.2 DUVHA KITCHENS AND TEAROOMS

The complete cleaning of kitchens and tearooms as detailed below. The cleaning will include the supply of all cleaning materials, equipment and the supervision.

The cleaning consist of the following

- . All crockery to be washed twice a day.
- . Cleaning behind system cabinets.
- . Dustbins to be emptied daily.
- . Dustbins to be washed out weekly.
- . Cupboards shelves to be unpacked and washed out weekly.
- . Tables,system cupboards(all wooden furniture) to be cleaned daily and polished weekly.
- . Chairs to be cleaned daily and deep washed twice a year.
- . Sinks to be washed twice a day after washing crockery.
- . Floor to be washed daily using detergent.
- . Windows to be washed internal and external once a week.
- . Windowsills to be washed daily using detergents.
- . Window blinds to be dusted daily.
- . Light fittings and switches to be dusted once a week.
- . Walls to be washed once a week.
- . Wall tiles to be wiped daily.
- . Wooden doors to be wiped daily.
- . Glass doors to be wiped daily.
- . Floor tiles to be cleaned daily.
- . Floor tiles to be polished once a week.
- . Ceilings to be dusted once a week.
- . Microwave ovens to be cleaned internally and externally daily.
- . Electric kettle, urns and hydro boils to be cleaned daily.
- . Fridges to be wiped daily, defrosted and washed once a month.

NOTE: Furniture Removal service (as and when required)

The following kitchens and tearooms areas to be cleaned:

All the tearooms and kitchens excluding the contractors in Duvha:

- . Protective Service Building including Gate 1 and 2
- . Safety Risk Management
- . C & I Outside Plant
- . OPS Outside Plant
- . Transport Management
- . Laboratory
- . VIP Dining Room
- . Administration Building from ground floor to 5th floor
- . Shisa Taba conference centre
- . Medical Station
- . Fire Station
- . Blue Building
- . Mogolo Training Centre
- . CED Park homes
- . OPS Training (22ml)
- . EMD Outside Plant
- . HMD Training
- . HMD Plattershop
- . HMD Workshop
- . HMD Oil Burner
- . Re-commissioning
- . Outage Management
- . Project Management
- . Stores Building
- . Maintenance Support Services
- . Simulator
- . Auxiliary Engineering
- . Operating Support Services
- . Industrial Relation
- . Performance and Testing
- . Unit 1 to 6 control rooms including EOD.
- . Plant Operators and Unit Shifts Offices
- . Production and Shift Managers offices
- . C & I and EMD managers offices
- . Ash Plant Offices unit 1 to 6
- . PT & M
- . Eskom Village and Guest house
- . Bon-Appetite tuck shop x2
- . Works Management park homes

Units 1 to 6 Auxiliary Bay 10m level

- . Unit 2 EMD
- . Unit 2 C & I
- . Unit 4 Station Cleaning
- . Unit 6 EMD

16m level

- . Control rooms unit 1 to 6
- . Unit 1 OPS Drivers
- . Unit 1 Unit Shifts
- . Unit 3 C & I main workshop
- . Unit 4 Unit Shifts
- . Unit 6 Unit Shifts
- . Unit 6 EMD main workshop

22m level

- . Unit 1 C& I main workshop
- . Unit 2 EMD, C& I and Khuluma
- . Unit 1 Performance & Testing
- . Unit 6 C & I main workshop
- . Unit 6 Operating Training

1.3 Duvha Village

Kitchen	Frequency
. Sweeping, washing the floor and dishes	Daily
. Cleaning the windows	Weekly
. Cleaning the store room	Monthly
Dining Room	Frequency
. Sweeping and washing the floor	Daily
. Polishing of the furniture	Daily
. Cleaning of windows	Weekly
. Polishing of the floor	Twice a week
Conference Room	Frequency
. Sweeping the Floor	Daily
. Polishing of the furniture	Daily
. Cleaning of the windows	Weekly
. Cleaning of the storeroom	Monthly
. Washing and polishing of the floor	Twice a week
Offices	Frequency
. Sweeping, washing of the floor	Daily
. Dusting and polishing of the furniture	Daily
. Cleaning of windows	Weekly
. Polishing of the floor	Twice a week
Lapa	Frequency
. Sweeping the floor	Daily
. Washing and polishing of the floor	Twice a week
Guest House and Sleeping Rooms	Frequency
. Sweeping of the floor	Daily
. Carpet Vacuum	Daily
. Dusting & Polishing of the furniture	Daily
. Cleaning of the windows	Weekly
. Emptying of the dustbin & cigarette bins	Daily
. Good housekeeping of the rooms	Daily

THE HUTS (X10)	FREQUENCY
Sweeping of the Huts	Weekly
Smearing of the cow dung on the floor	Every third month
Cleaning of the traditional ornaments	Weekly
MAINSTORE ROOM(ON MACHINERY AREA)	FREQUENCY
Sweeping of the floor	Daily
Repackaging	Monthly

**ALL THE LITTER IN THE VILLAGE SURROUNDINGS MUST BE REMOVED.
SUPPLIER TO MAKE PEOPLE AVAILABLE TO ASSIST DURING FUNCTIONS.**

1.4 IKAGENG, SANNIESHOF, GUEST HOUSE ACCOMODATION

THE SCOPE OF WORK IS THE PROVISION OF CLEANING AS DETAILED BELOW:

ITEM NO:	ITEM TO BE CLEANED	FREQUENCY	TYPE OF CHEMICALS TO BE USED / ACTION TO BE TAKEN	METHOD
.1	PASSAGES			
	Walls	Weekly	Hot water and detergent	Manual, brush and cloth
	Floors	Daily	Hot water and detergent	Manual, brush and mop
	Doors	Weekly	Hot water and detergent	Manual, brush and cloth
	Windows	Monthly	Windowlene or similar chemical	Manual, squeegee and cloth
	Ceiling	Monthly	Feather duster	Manual, duster and cloth
	All wall cupboards	Weekly	Clean and keep free from rubbish	Manual, brush and cloth
.2	ROOMS			
	Walls	Weekly	Hot water and detergent	Manual, brush and cloth
	Floors	Daily	If carpeted, vacuum cleaner	Manual, brush and mop/ vacuum cleaner
	Doors	Weekly	Glass- windowlene, Wooden- Mr Min	Manual, squeegee and cloth
	Windows	Monthly	Windowlene or similar chemical	Manual, squeegee and cloth
	Ceiling	Monthly	Hot water and detergent, duster	Manual, duster and cloth

NB: Cleaners to be available at Sannieshof, Ikageng and Bon-appetite tuck shop on Saturdays and Sundays as part of normal scope. Compensation.

ITEM NO:	ITEMS TO BE CLEANED	FREQUENCY	TYPE OF CHEMICALS TO BE USED/ACTION TO BE TAKEN	METHOD
.3	REST ROOMS/TV ROOMS			
	Walls	Monthly	Hot water and detergent	Manual, brush and cloth
	Floors	Daily	If carpeted vacuum cleaner	Vacuum cleaner/ Manual, brush and mop
	Doors	Weekly	Hot water and detergent/ Windowlens and Mr Min	Manual, squeegee, cloth and Mr Min
	Windows	Monthly	Windowlens or similar chemical	Squeegee and cloth
	Ceiling	Monthly	Feather duster	Manual, duster and cloth
.4	SHOWERS			
	Walls	Daily	Hot water and detergent	Manual, brush and cloth, sanitise daily
	Floors	Daily	Hot water and detergent	Manual, brush and cloth, sanitise daily
	Hand basin	Daily	Hot water and detergent	Manual, brush and cloth, sanitise daily
.5	IRONING ROOMS			
	Wash basin	Daily	Hot water and detergents	Manual, brush and cloth
	Floors	Daily	Hot water and detergent	Manual, sweep, brush and cloth
	Tables	Daily	Wet cloth and Mr Min	Manual, cloth and Mr Min
	Walls	Monthly	Hot water and detergents	Manual, cloth and brush
.6	YARD WASHING LINE AREA			
7	Floors	Daily	Papers and sweep the yard	Manual, broom
.8	ALL REFUSE BINS	Daily	Empty bin, clean out and fit new bin liner, cover with lid	Manual
.9	YARD			
	Walkways outside accommodation	Daily	Remove papers and sweep the yard	Manual, broom

.10	RECEPTACLES ON DEMARCATED AREAS	Daily	All receptacles to be emptied cleaned out and refitted with bin liners. Lid to be replaced	Manual
.11	DINNING HALL			
	Floors	Daily	Hot water and detergent	Manual, broom, mop
	Floors	Monthly	Hot water and detergent	Manual, Deep cleaning
	Walls	Weekly	Hot water and detergent	Manual, cloth, brush
	Ceiling	Monthly	Feather duster	Manual, cloth, duster
	Light fittings	Weekly	Feather duster	Manual, damp cloth
	Doors	Weekly	Hot water and detergent/windowlens or Mr Min	Manual, squeegee cloth
	Tables	Daily	Hot water and detergent	Manual, damp cloth
	Chairs	Weekly	Hot water and detergent	Manual, damp cloth
	Windows	Monthly	Windowlens or similar chemicals	Manual, squeegee
.12	SCULLERY/ DISH WASHER AREA			
	Walls	Weekly/ when soiled	Hot water and detergent	Manual, cloth and extended brush
	Floors	Daily after every meal	Hot water and detergent	Manual, broom and mop
	Floors	Monthly	Hot water and detergent	Deep cleaning
	Doors	Weekly/ when soiled	Hot water and detergent	Manual, cloth
	Ceiling	Weekly	Hot water and detergent	Manual, cloth and extended brush

CLEANING AND SANITISING SPECIFICATIONS

High Risk Area	-	Red Zone
Medium Risk Area	-	Yellow Zone
Low Risk Area	-	White Zone
Toilets	-	Green Zone
Drains, Swill	-	Black Zone

1.5 Kitchens at Sannieshof, Ikageng and Duvha Power Station

Location: Kitchens – High Risk Zone

ITEM NO:	ITEMS TO BE CLEANED	HOW OFTEN	TYPE OF CHEMICALS TO BE USED/ ACTION TO BE TAKEN	METHOD
1	Floor	Daily or when soiled	Hot water and detergent	Brush and mop
2	Walls	Weekly	Hot water and detergent	Brush/squeegee and cloth
3	Ceiling	Monthly	Hot water and detergent with no fungal growth	Manual, cloth/ squeegee
4	Canopy	Weekly	Hot water and a grease dissolving detergent	Manual, brush and cloth
5	REFRIGERATORS (Walk-in)			
	Floors	Daily	Hot water and detergent	Manual, broom, brush, cloth and sanitise
	Shelves	Weekly	Hot water and detergent	Manual, cloth and brush
	Walls	Weekly	Hot water and detergent	Manual, cloth and brush
6	DEEP FREEZER (RE-PACKING DONE BY ESKOM KITCHEN STAFF)	Monthly-Defrosting	Hot water and detergent	Manual, cloth(no water to be used unless defrosting take place)

7	WORK SURFACE (TABLE COUNTERS)	Daily (or after every use)	Hot water and detergent(use barotex)	Manual, brush and cloth, sanitise
	Legs	Weekly	Hot water and detergent (barotex)	Manual, brush , clot and sanitise
8	Light switches	Weekly / when soiled	Detergent (no water-safety hazard)	Manual, moist but not wet cloth
9	Bulk Scale	Daily(or when soiled)	Hot water, sanitising agent. Anti-rust agent	Manual, sanitised cloth
10	Fixed equipment	Daily (or when soiled)	Hot water and detergent(barotex)	Manual, sanitised cloth
11	Loose equipment	Daily	Sanitise - barotex	Manual, sanitise cloth
12	Tools	After every use	Hot water and detergent or spec tank	Manual, scourers, sanitised cloth
13	Pots, pans and trays etc	After every use	Hot water and fats solvent detergent or spec tank	Manual, sanitised cloth and scourers
14	Trolleys, mobile racks	After every use	Hot water and detergent use barotex	Manual, sanitised cloth or pressure washer
15	Hoppers	After every use	Hot water and detergent, use barotex	Pressure wash, sanitised cloth
16	Dish washer	Change wash water when soiled. Dismantle and clean completely after every use	Hot water and detergent. De-lime once every month	As per manufacturers instructions
17	Swirl area	Daily	Hot water and detergent	Pressure wash to remove particles
18	Crockery, cutlery and glassware	After every use	Put through dishwasher	To be sorted, packed in baskets or trays, rinsed then machine wash
19	Gear presses	Rinse out daily, wash outside	Hot water and detergent	Manual, brush and cloth
20	Cap den	After every use	Hot water and detergent	Manual, As per instruction only
21	Chest freezer	Weekly	Switch off, defrost and clean with hot water	Manual, cloth

22	Tilting	After every use	Hot water and detergent. Use grease cutter	Manual, As per instruction only
23	Chips fryer	After every use. Weekly: empty oil, boil out and dry	NO water, just dry cloth Hot water, boil out with detergent and ensure is 100% dry before putting oil	Manual, as per instruction only
24	Convection Oven	Weekly Soak trays and racks in spec tank	Hot water and detergent. Only use chemicals as described	Manual, as per instruction only. Safety hazard
25	Meat slicer	After every use. Dismantle when cleaned	Hot water and detergent	Manual, as per instruction only Safety hazard
26	Mincer	After every use. Dismantle when cleaned	Hot water and detergent	Manual, as per instruction only Safety hazard
27	Mops	Daily or after every use. Wash out and rinse	Hot water and detergent/Sanitise	Manual, wash, rinse and hang to dry

DESCRIPTION OF THE ABLUTION SERVICES

- ◆ THE WORKS COMPRISES OF THE COMPLETE CLEANING OF ALL ABLUTION FACILITIES AT DUVHA POWER STATION. THESE FACILITIES ARE ALL WITHIN THE SECURITY PERIMETER OF THE POWER STATION. THE COMPLETE CLEANING OF ABLUTION FACILITIES IS DETAILED BELOW. THE CLEANING INCLUDES THE SUPPLY OF ALL CLEANING MATERIALS, CLEANING EQUIPMENT, MANPOWER RESOURCES AND SUPERVISION.
- ◆ CONSUMABLES MUST BE PROVIDED AS PER THE PRICE LIST.
- ◆ DEEP CLEANING MUST BE DONE EVERY 3 MONTHS AND A PROGRAM MUST BE SUBMITTED TO THE EMPLOYER WITHIN THE 1ST WEEK OF THE CONTRACT START DATE.
- ◆ SANITARY WASTE TO BE COLLECTED TWICE PRE MONTH.
- ◆ SANITARY WASTE MUST BE WEIGHED AT MEDICAL STATION BEFORE LEAVING SITE.

A) TOILETS

A1 PANS

- LIQUID DETERGENT AND SCOURING POWDER ARE USED TO REMOVE SOILING EVERY SHIFT.
- THE APPLICANT IS THOROUGHLY RINSED EVERY SHIFT.
- AN EFFECTIVE GERMICIDAL SOLUTION IS SPRAYED DAILY AND ALLOWED TO AIR DRY.
- DESCALING FLUID IS APPLIED TO TRAP AND UNDERSIDE OF FLUSHING RIM EVERY SHIFT.

A2 SEATS AND HINGES

- SEATS AND HINGES ARE CLEANSSED DAILY USING LIQUID DETERGENT.
- SEATS AND HINGES ARE RINSED THOROUGHLY EVERY SHIFT.
- AN EFFECTIVE GERMICIDAL SOLUTION IS SPRAYED DAILY AND ALLOWED TO AIR DRY.
- FLOOR IS WASHED DAILY USING DETERGENT.

A3 CISTERNS

- LIQUID DETERGENT IS USED TO CLEAN OUTSIDE OF CISTERNS EVERY SHIFT.
- AN EFFECTIVE GERMICIDAL SOLUTION IS SPRAYED DAILY AND ALLOWED TO AIR DRY.

A4 FEMALE TOILETS

THE *SUPPLIER* PROVIDE A SANITARY REMOVAL SERVICE WITH THE FOLLOWING CONDITIONS:

- A RECEPTACLE IS PLACED IN EACH LADIES TOILET.
- FREESTANDING RECEPTACLE CONTAINS A STERILISING DEODORISING FLUID. THIS CHEMICAL KILLS OFF BACTERIA AND INHIBITS BACTERIA AND VIRAL GROWTH, THEREBY ELIMINATING OFFENSIVE ODOURS AND THE RISK OF CROSS INFECTION.
- THE DEODORISING FLUID IS SABS APPROVED.
- THE RECEPTACLE (SHE BINS) IS CHANGED EVERY 30 DAYS.
- THE SUPPLIER TO PROVIDE DISPOSAL DOCUMENT OF SHE BINS ONCE A MONTH.

A5 WASHBASINS

- ALL SURFACES ARE CLEANED EVERY SHIFT, INCLUDING TAPS, WITH LIQUID DETERGENT SOLUTION.
- AN EFFECTIVE GERMICIDAL SOLUTION IS SPRAYED ON ALL SURFACES INCLUDING TAPS AND INSIDE OVERFLOW.
- THE UNDERSIDE OF THE BASIN AND ASSOCIATED PIPE WORK ARE CLEANED EVERY SHIFT WITH DETERGENT SOLUTION.

A6 URINAL (STALL TYPE)

A6.1 GLAZED SURFACES

- SURFACES ARE CLEANSSED EVERY SHIFT USING POWDER OR PASTER CLEANER TO REMOVE ALL STAINS.
- SURFACES ARE THOROUGHLY RINSED EVERY SHIFT.
- AN EFFECTIVE GERMICIDAL SOLUTION IS SPRAYED EVERY SHIFT AND ALLOWED TO AIR DRY.

A6.2 STAINLESS STEEL SURFACES

- SURFACES ARE CLEANSSED DAILY USING LIQUID DETERGENT SOLUTION TO REMOVE ALL STAINS AND URIC ACID DEPOSITS.
- AN APPROPRIATE POWDER IS USED TO REMOVE STUBBORN STAINS EVERY SHIFT.
- SURFACES ARE THOROUGHLY RINSED EVERY SHIFT.
- AN EFFECTIVE GERMICIDAL SOLUTION IS SPRAYED DAILY AND ALLOWED TO AIR DRY.

A6.3 TRAPS

- PAPERS OR ANY OTHER OBSTRUCTIONS ARE REMOVED EVERY SHIFT.
- TRAPS ARE CLEANSSED WITH APPROVED POWDER EVERY SHIFT.

A6.4 FLUSH PIPES AND SPREADERS

- FLUSH PIPES AND SPREADERS ARE CLEANSSED WITH LIQUID DETERGENT SOLUTION EVERY SHIFT.

A6.5 CISTERNS

- CISTERN ARE CLEANSSED WITH LIQUID DETERGENT SOLUTION EVERY SHIFT.

A7 URINAL (BOWL TYPE)

A7.1 BOWLS

- BOWLS ARE CLEANSSED WITH LIQUID DETERGENT SOLUTION EVERY SHIFT.
- STAINING FROM INSIDE TRAP AND GRATING IS REMOVED WITH APPROPRIATE POWDER CLEANSER DAILY.

A7.2 FLUSH PIPES AND SPREADERS

- FLUSH PIPES AND SPREADERS ARE CLEANSED WITH LIQUID DETERGENT SOLUTION EVERY SHIFT.
- PLEASE NOTE: SCOURING POWDERS CONTAINING CHLORINE BLEACH IS USED ON STAINLESS STEEL.

A8 SHOWER

- SHOWER FLOORS AND WALLS ARE WASHED WITH AN ANTISEPTIC SOLUTION TWICE A SHIFT.

A8.1 CLEAR DRAIN TRAP OF ALL OBSTRUCTIONS DAILY.

- SHOWER ROSES ARE UNSCREWED AND CLEANED WITH DISINFECTANT WEEKLY.

A9 ABLUTION BLOCKS

- FLOORS ARE WASHED WITH AN ANTISEPTIC SOLUTION TWICE A SHIFT.
- WALLS ARE WASHED WITH LIQUID DETERGENT TWICE A WEEK.
- CEILINGS ARE DUSTED DAILY.
- CEILINGS ARE WASHED WITH DETERGENT ONCE A WEEK.

APPENDIX "A"

SCHEDULE - CLEANING OF ABLUTION FACILITIES - DUVHA

AREAS	M²	U	URINALS	G	GENDER	B	BATH
SH	SHOWER	WB	WASH BASINS	M	MALE		
WC	TOILETS	CR	CHANGE ROOMS	F	FEMALE		

ITEM	DESCRIPTION	G	M ²	WC	WB	SH	U	CR	SHE BIN
1*	SECURITY BUILDING (3 OFF)	M & F	63.12	5	4	1	1		2
2	SAFETY RISK MANAGEMENT (2 OFF)	M & F	3.8	2	3	1			1
3	C&I (3 OFF)	M & F	10.26	2	2	2	1		1
4*	OPS OUTSIDE PLANT	M		1	1	1			1
5	ADMIN BUILDING (FLOOR 0 TO 5)	M & F	147.97	16	16	3	9		10
6	PROJECT (PARKHOMES)	M & F	6.08	9	5	1	2		7
7	MEDICAL STATION	M & F	51.24	6	6	2	1		3
8	FIRE RISK MANAGEMENT	M & F	32.79	2	4	6	2		1
9	BLUE BUILDING (4 OFF)	M & F	23.58	4	4		2		2
10	CONFERENCE CENTRE (2 OFF) SHISA TABA	M & F	16.12	5	4	2	1		3
11	OPS TRAINING (5 OFF)	M & F	15.2	2	2	1	1	1	2
12	EMD OUTSIDE PLANT	M&F	67.26	3	3	1	2	1	1
13	MAINT. TRAINING (2 OFF)	M & F	94.4	4	5	4	3	3	2
14	HMD PLATERSHOP (2 OFF)	M&F	134.52	6	15	15	2	2	2
15	HMD WORKSHOP (4 OFF)	M & F		15	33	32	3	2	4
16	LAPA (2 OFF)	M & F	8.5	2	2	2	2		1
17	RECOMMISSIONING (PARKHOME)	M	1.9	1	2	1			
18	MOGOLO TRAINING	M&F		16	16		1		10

19	OUTAGE MANAGEMENT (2 OFF)	M & F		4	5	2	3		2
20*	COAL PLANT STAITHE 1 & 2	M&F	81.2	2	4	4	1	1	2
21*	WATER TREATMENT PLANT (4 OFF)	M & F	83.21	4	4	4	4	2	2
22	OPS SIMULATOR	M&F		3	4		2		2
23	AUXILIARY ENGINEERING (2 OFF)	M & F	14.5	2	7				1
24	OPERATING SUPPORT SERVICE (2 OFF)	M & F	7.98	3	3				1
25	INDUSTRIAL RELATIONS	M&F	1.9	2	2				1
26	INDWE OFFICE	M	1.7	1	1				
27	BON APETITE (9 OFF) BELOW SHISA TABA	M & F	140	21	24	2	8	2	4
28	NORTH EAST OUTSIDE – BACK STORES	M&F	42.75	10	4	1			6
29	IKAGENG	F&M	1.9	1	2	1			1
30	WEST OUTSIDE BLOCK (NEXT OPS SUP)	M	43.2	10	4		2		
31	SOUTH OUTSIDE (NEXT SRM)	M	55.86	12	2		2		4
32	MAIN STORES (3 OFF)	M & F	54.44	8	11		2		3
33	TRANSPORT (PARKHOME)	M		1	1				
34	OIL BURNERS WORKSHOP	M&F		3	3	3	1	2	1
35	SULZER & THERMAL	M		5	3		2		

AREAS **M²** **U** **G** **B**
SH **SHOWER** **WB** **M** **MALE**
WC **TOILETS** **CR** **F** **FEMALE**

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ITEM	DESCRIPTION	G	M ²	WC	WB	SH	U	CR	SHE BIN
	<u>SOUTH OUTSIDE</u> UNITS 1 TO 6 AUXILIARY BAY 0M LEVEL:								
36*	UNIT 1 & 2	M&F	40	3	3	2	1		1
37*	UNIT 3 & 4	M&F	40	3	3	2	1		1
38*	UNIT 5 & 6	M&F	40	3	3	2	1		1
	<u>11M LEVEL</u>								
39	UNIT 2, EMD (2 OFF)	M&F	107.87	3	8	6	2	2	1
40	UNIT 2, C & I	M&F	131	4	4	6	2	2	1
41	Unit 4, Station cleaning	M	143	5	5	6	1	1	
42	UNIT 5, ROTEK (3 OFF)	M	125.52	6	7	6	2	3	
43	UNIT 6, EMD (2 OFF)	M&F	31.2	2	3	3	1	2	1
	<u>16M LEVEL</u>								
44*	CONTROL ROOMS 3 & 4	M&F	10.75	2	2		1		1
45*	CONTROL ROOMS 5 & 6	M&F	10.75	2	2		1		1
46	CONTROL ROOMS 1 & 2	M&F	10.75	2	2		1		1
47*	SOUTH AUX BAY	M	147.04	5	4	6	3	2	
48*	SOUTH AUX BAY LOCKER ROOM	M						1	

49*	UNIT 1 & 2	M	25.8	1	2	7	5	3	
50*	UNIT 3 & 4	M	61.48	3	2	4	1	1	
51*	UNIT 5 & 6	M	61.48	3	2	4	1	1	
	<u>22 M LEVEL</u>								
52	UNIT 1, PERF & TESTING (2 OFF)	M & F	35.2	2	2	1	1		1
53	P T& M (EMD)	M&F	27.85	4	4		1		1
54	UNIT 2, EMD & C&I MANAGERS (2 OFF)	M & F	25.74	4	3	1	1		1
55	UNIT 3, PTM WORKSHOP (2 OFF)	M & F	19.19	2	2		1		1
56	UNIT 4, PRODUCTION MANAGERS (3 OFF)	M & F	53.72	4	3	1	2	1	1
57	OPERATING TRAINING	M	22.19	2	2	2	2		
	<u>33M LEVEL</u>								
58*	UNIT 1 & 2	M&F	40	3	3	2	1		1
59*	UNIT 3 & 4	M&F	40	3	3	2	1		1
60*	UNIT 5 & 6	M&F	40	3	3	2	1		1
61	CONTRACTOR GATE (EAST)	M		2	2	2	1		
62	VILLAGE	M&F		1	1				3
63	SANNIESHOF	M&F		3	3	3	1	2	1
64	GUESTHOUSE	M&F		5	3		2		2
65	CED	M&F		20	8	3	3	1	14

NB Above list is not limited to all areas indicated or mentioned from the previous pages. Number of toilets indicated may change due to additional of parkhomes.

CLEANING EQUIPMENT / METHOD OF CLEAN

- THE *SUPPLIER* MAKES PROVISION FOR ALL THE REQUIRED EQUIPMENT THAT HE NEEDS TO PROVIDE THE WORKS AND AS SUCH THIS IS INCLUDED IN THE PRICE.

A) MATERIALS AND ALLIED SUNDRY SERVICES

- THE *SUPPLIER* SUPPLIES TOILET SOAP FOR LIQUID SOAP DISPENSERS.
- THE *SUPPLIER* REFILLS THE DISPENSERS DAILY.
- THE *SUPPLIER* IS RESPONSIBLE FOR THE PAPER TOWELS AND ENSURES THAT THE DISPENSERS HAVE SUFFICIENT TOWELS DAILY.
- DISPOSAL BINS FOR USED PAPER TOWELS ARE SUPPLIED BY THE *EMPLOYER*. IT MUST BE EMPTIED DAILY.
- THE *SUPPLIER* SUPPLIES SINGLE PLY TOILET PAPER AND HE ENSURE THAT SUFFICIENT STOCK IS MAINTAINED DAILY.
- THE *SUPPLIER* MUST PROVIDE FOR SHE BINS FOR THE FEMALE TOILETS AND MUST DISPOSE OF THEM AT A REGISTERED DUMPING SITE.

1. Works Information

A. General

- The Cleaning Contractors commits them to participate in, and maintain, a NOSA 5star rating.
- Cleaning staff shall at all times be presentable and conduct themselves in accordance with Duvha Power Station accepted practices.
- Under no circumstances will the supplier's staff wear the employer's overalls or hats.

B. DEFINITION OF CLEAN:

There is no dust, bird's droppings, cigarette buds or other debris on or around the areas.

C. MATERIAL PROVIDED BY THE EMPLOYER FOR THE SERVICES:

Eskom will provide site for the supplier and the supplier must:
Supply own change facilities for its employees.
Eskom's toilets shall not be used as change rooms.

D. SPECIFICATION:

Whenever cleaning is done in elevated positions the area underneath is barricaded.
No water washing is allowed without the written approval of the Employer.
Under no circumstances will water be allowed on any hot pipes or near any electrical equipment.
Cell phone or two way radios must be switched off before entering the restricted areas.

E. SITE REGULATIONS AND SAFE WORKING PRACTICES:

The Contractor performs all works in accordance with the site regulations and regulations regarding controlled access, storage of materials, safe working practices.

The Contractor shall comply with regulations, which pertain to security and the control access of people and equipment to the Power Station.

The Contractor assesses the problems and difficulties, which may be encountered. No extra payment or claim of any kind will be allowed, on account of providing reasonable access to other contractors or for the requirement of working adjacent to, or in the same area, as other contractors operations.

The contractor reports any potential matters of conflict for resolution by the Employer's delegate.

Particular care shall be taken when selecting cranes, hoist and scaffolding to prevent clashing with adjacent permanent or temporary works. Whenever a change in modus operandi takes place the Contractor submits a clear method statement indicating type location, and usage of scaffolding, cranes and hoist plant for approval by the employer's delegate.

No machines or equipment shall be removed from site without the Employer's approval.

Conditions and additional clauses:

- . The Contractor must be able to supply enough work forces to keep all outside Plant areas clean.
- . The Contractor must have formal appointments as per SHEQ profile i.e. SHE rep, etc
- . The Contractor to supply all materials for cleaning including solvents and detergents for areas when they are needed.
- . The Contractor to ensure that all cleaning tools e.g. PPE, floor sweepers, floor scrubbers, brooms etc to be in good working conditions at all times and register of issuing must be kept updated at all times.
- . **The Contractor's overalls to be of a colour different from Eskom colour i.e easy to identify and it must have the name of the contractor on it.**
- . The Contractor to provide proper PPE for work done in more dusty areas or when using chemicals e.g dust mask with filters.
- . R150.00 will be charged on the contractor for every contractor employee gate pass permit that is lost.
- . The Contractor must have all the cleaning tools as required to carry out duties stipulated in the works information.

1.2 Interpretation and terminology

In this contract, except where the context shows otherwise, words in the singular also mean in the plural and the other way round and words in the masculine also mean in the feminine and neuter. A copy of a Term Service contract Guide Notes will be issued in the site meeting to ensure that the contractor understand the terms and conditions of this contract.

1. Management strategy and start up

2.1 The Contractor's plan for the service

Contractor's management, supervision and key people

The contractor shall provide a site manager or a project manager to supervise, monitor, control and co-ordinate all activities during the execution of this contract.

Minimum requirements of people employed

The following key people must meet the minimum requirements tabled under each designation

Site/Project Manager

- Matric certificate
- Supervisory training/qualification
- Safety training
- Minimum three years experience in cleaning services
- Computer literate
- Evaluation, analysing and decision making skills
- Manage and lead the team to ensure proper adherence to the contract scope and execution of all work by the team

Supervisors

- Matric certificate
- Supervisory training/qualification
- Safety training

- Minimum three years.
- Control daily activities
- Prioritise and allocate work
- monitor progress and report progress
- Perform first line quality control

2.2 Documentation control

- All procedures, work instructions, forms and all contractual communications must be controlled for the duration of the contract.
- The following will appear on all controlled documentation as a title page, page header or page footer:
 - Title
 - Document Unique identifier
 - Revision number, original documents will be noted as revision 0. All subsequent revisions will be number sequentially (1, 2, 3, 4....)
 - Revision Date
 - Date when document was last changed. This date will change with each revision.
 - Effective Date
 - Date when document first came into use. This date will not change as the document is revised.
- All contractual communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the e mail itself.
- Inspections reports to be compiled and submitted within two weeks.
- Data package after all the work has been finished to be submitted within one week after the repairs

2.3 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 Eskom Holdings Limited's VAT (4740101508) and Company Registration Number (2002/015527/06). The tax invoice shall be saved in PDF and sent to invoiceseskomlocal@mp2rc110.eskom.co.za 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 4740101508;
Description of service provided for each item invoiced based on the Price List;
Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
(add other as required)

2.4 Records of Defined Cost to be kept by the Contractor

The *Contractor* keeps accurate and complete books of accounts, records and other evidence relating to the Actual Cost. Records and accounts must reflect all work done on the contract. These are open to audit. All documentation is kept by the *Contractor* for a period of three years following Completion of this contract. This information must be kept up to date at all times.

The *Contractor* may be requested to submit to the delegated *Service Manager* proof of costs incurred, which may include the following:

- the number and grading of employees within the Working Areas
- the number and grading of employees outside the Working Areas

- copies of their daily time cards
- cost allocation
- payroll registers
- Schedule of Equipment and time sheets, and
- Any other information the delegated *Project Manager* reasonably requires.

2.5 Training workshops and technology transfer

Duvha Power Station will from time to time schedule Plant Safety Regulations training; it is responsibility of the Contractor to book his personnel for the training.

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

2.6.1 Equipment

None.

2.6.2 Information and other things

All records, data books, inspection reports etc relating to the *Works*.

2.7 Management of work done by Task Order

The *Service Manager* issues a Task Order to the *Contractor* which specifies clearly the work to be provided, additional specifications and procedures and any other constraints the *Contractor* complies with in providing the *Works*. The Task Order is issued before the *Contractor* Provides the Work.

The *Service Manager* issues Task Orders to the *Contractor* in a timely manner that allows the *Contractor* to properly plan the work within the time periods stated on the *Task Order*.

The *Service Manager* issues to the *Contractor* any information relative to the *Employer's* need and circumstance surrounding forecast future work required from the *Contractor*. This information allows the *Contractor* to provide staff in a cost effective and efficient manner.

Emergency work

The *Service Manager* may issue a verbal instruction to the *Contractor* to undertake emergency work. This verbal instruction is confirmed in writing within 5 days from when the instruction is issued.

3. Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The *Contractor's* personnel is to undergo Safety Induction Training at Duvha prior to commencement of this contract and all the relevant Documentation is to be approved by Safety Officials and the Project Manager before any activities can be started on site.

- The Contractor shall comply with the health and safety requirements contained in SAS0012: Duvha Power Station Contractors safety manual (latest revision obtainable from the Service Manager)
- The documents are completed by the *Contractor's* and submitted to the *Employer* before taking possession of the works.
- These documents are valid for the duration of the works.
- The *Contractor* and all his personnel attend a Health and Safety Induction Course prior to starting with the *works*.
- The induction course is presented by the Safety Risk Department at Duvha Power Station.
- The *Contractor* makes arrangements with Safety Risk Management at telephone number 013-690-0143.

- The *Contractor* submits all the documents as indicated in the Safety, Health & Environmental Specifications relevant to the work to Safety Risk Management before the induction course.
- Training and Competency Records with regard to the skills he uses to carry out the *works* or any other works in the *Employers* premises.
- Compensation Commissioner records and proof of registration.
- Records and documentation with regard to any sub-contractor or labour-only contracts he places or uses to carry out the *works* or any other works in *Employers* premises.
- Personal Protective Equipment and Safety Equipment Inspection, training and competency records and documentation.
- Employment contracts for all sub-contractor or labour-only contracts.
- Compliance to a Safety System, such as NOSA or any other system that is similar in nature.
- Records of all incidents or accidents, and vehicle accidents, incurred during execution of this *works* or any other works in the *Employers* premises.
- Records of all man-hours, including sub-contractors or labour-only contracts, the *Contractor* spends on the *Employers* premises.
- Written Safe Work Procedures for all hazardous tasks the *Contractor* executes on the *Employers* premises.
- A Fall Protection Plan for all elevated work the *Contractor* does on the *Employers* premises.
- Environmental Plan and awareness training.
- Induction training records of his staff by himself/herself.
- Minimum wage compliance for the different skills and to which Bargaining Council compliance is made to and proof of membership, if any.
- Risk Assessment of this type of works
- Proof of authorisation/accreditation from Department of Labour and or other Statutory Body for this type of works, if applicable
- Emergency Evacuation and Rescue Plan for the hazardous tasks related to the works.

COMPLIANCE WITH THE LIFE SAVING RULES

CHECK WITH SAFETY IF ALL SAFETY REQUIREMENTS ARE INCLUDED FOR THE CONTRACTOR TO COMPLY WHILE RENDERING THE SERVICE ON SITE

3.2 Environmental constraints and management

- The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure ENVP 0016: Procedure for environmental handling of waste including redundant and obsolete equipment.
- Refuse Disposal
- The *Employer* will provide special colour coded bins for refuse disposal. The *Employer* will empty these bins.
- The *Contractor* ensures that all workers under his control strictly adhere to the correct use of refuse bins:
 - Maroon bins: - Scrap metal only
 - White bins: - Lugging and general household rubbish
 - Yellow bins: - Ash, dust, coal dust and sand
- For the full duration of the *Works*, the *Contractor* is responsible to keep the work area clean of any rubble, and to place all refuse into the bins provided

WHERE IS THE DISPOSABLE REQUIREMENTS OF THE CONTRACTOR OR THE SUBCONTRACTOR WHICH IS REQUIRED TO CONMPLY WITH. THE DISPOSABLE REQUIREMENTS FOR THE CONTRACTOR TO COMPLY WITH IS THE ONE ABOVE i.e the colour of the bins and the type of waste to be disposed on those bins.

1.3 Quality assurance requirements

- All work is carried out under the supervision of an experienced supervisor.
- The *Contractor* complies with the *Employer's* Quality Requirements as specified in Eskom Generation Standard QM58. Annexure B to this Standard indicates the specific application thereof.

- All quality control documentation is submitted to the *Project Manager* within 7 days of Contract date.
- Proposed QCP will be provided to suppliers after the awarding of the contract.
- The Contractor, when using materials that are required to comply with a standard specification. The *Contractor* shall, if so ordered, furnish the Engineer with certificates showing that the materials do comply.
- Where specified, materials shall bear the official mark of the appropriate standard.
- Samples ordered or specified shall be delivered to the Engineer's office on the Site.
- Unless otherwise specified, all proprietary materials shall be used and placed in strict accordance with the published instructions of the relevant manufacturer.

4. Plant and Materials

4.1 Specifications

The *Contractor* to ensure that the work be performed in accordance to the latest statutory regulations, corporate standards and regulations, SANS and international (where applicable) design standards as well as all associated standards and regulations. This includes but is not limited to the following:

4.1.1 Statutory Safety Regulations:

- Occupational Health and Safety Act, Act 85 of 1993 and its Regulations
- SANS 085 - The Design, Erection, Use and Inspection of Access Scaffolding

4.1.2 Corporate Standards and Regulations:

- ENVP 0016 - Procedure for environmental handling of waste including redundant and obsolete equipment.
- RMP0001 - Risk and Impact Assessment – Duvha Power Station.
- SAP0006 - Work in Confined Spaces
-

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

- a) The *Employer* will provide power supply, water and land for the storage of equipment and material.
- b) Should the *Contractor* need to use of any of the *Employer's* Equipment, including compressed air, electricity, water supply and crane, it must be specified by the Contractor. The *Employer* does not guarantee continuity of supply of any of these items.

4.3 Contractor's procurement of Plant and Materials

The Contractor shall make use of SABS approved plant and material. Test certificates shall be given to the project manager.

4.4 Contractor's Equipment (including temporary works)

The Contractor must supply all materials, tools and equipment that are needed for the entire contract period.

5. Working on the Affected Property

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

- a) The contractor applies for access permits for all works exceeding four (4) weeks via the Project Manager, who will co-ordinate this.
- b) The *Contractor* applies for *Contractor's* Permits for all his employees and/or subcontractors at the Security gate, at least 24 hours prior to entry of the Duvha Power Station Security Area.
- c) The *Contractor* completes the specific form in the Duvha Power Station Contractors Safety Manual, listing all of the personnel that he intends using on site.
- d) The completed list, identified with the *Contractor's* name, contains the following information:
 - *Employee Name*
 - *Employee ID Number*
 - *Eskom Safety Co-ordinator signature*
 - *Eskom Project Manager signature*
 - *Validity Date*
- e) No permits are issued to personnel who have not attended safety induction.

- f) The *Contractor* photocopies the first page of the ID book of every one of his employees; reduced to the size 65%.
- g) This completed list, together with the photocopies of the ID books is delivered to Protective Services for the preparation of the *Contractor's* Permits.
- h) The *Contractor* allows at least 24 hours for the preparation of the security permits, before he collects the permits from the Protective Services offices.
- i) The *Contractor's* personnel are required to be in possession of a *Contractor's* Permit at all times inside Duvha Power Station.
- j) All *Contractors'* permits are submitted back to Protective Services when the workers leave the site after completion of the *works*. If you loose a permit a penalty of R150.00 is needed for a new permitThe *Contractor* compiles detailed Tool Lists (obtainable from Protective Services) of all tools and equipment to be taken on site before arriving at the power station.
- k) Authorised copies of these lists are retained to be used again when the tools and equipment is removed from site.
- l) The *Contractor's* visitors and all personnel conform to the security arrangements that are in force at Duvha Power Station.
- m) Application forms for visitors are filled in by the *Contractor's* Site Manager and approved by the *Project Manager*, and submitted to the *Employer's* Protective Services office one day prior to the visit.
- n) Visitors will not be allowed on site if the necessary forms are not in the possession of security staff.
- o) The Chief Security Officer may, with valid cause, remove any of the *Contractor's* personnel from site, either temporarily or permanently. He may deny access to the site to any person whom, in the opinion of the said Chief Security Officer, constitutes a security risk.
- p) No unauthorised vehicles will be allowed on site. Only *Contractor's* vehicles with displayed Contract Vehicle Permits disks will be allowed on site. Contract Vehicle Applications are directed to the *Project Manager* for consideration and approval.
- q) The *Contractor* is restricted to the Site. The *Contractor* is forbidden to enter any other areas, and ensures that his employees abide by these regulations.
- r) Parking inside the power station is strictly forbidden, except for loading purposes.
- s) No recruiting of casual labour may be done on Eskom premises, including the area outside the Power Station Security Gate.
- t) Security personnel may search any premises, property or person within the security area of Duvha Power Station
- u) No Photographic equipment will be allowed within the security area of the Power Station without obtaining permission.
- v) Application forms for such permission is available from the Protective Services offices.
- w) Any person found in possession of such equipment will be prosecuted in terms of the National Key Point Act

5.2 People restrictions, hours of work, conduct and records

The *Contractor* working hours is required as follows:

- The labour is supplied for 173 hours per month.
- All areas 7:00am - 16:00pm Monday to Thursday.
- Friday 7:00am – 12pm
- Luch break 12:00pm – 13:00pm
- Overtime Hours Saturday, Sunday & P/Holiday: 07:00am – 15:00pm

It is very important that the *Contractor* keeps records of his people working including those of his Subcontractors. The *Service Manager* shall have access to them at any time. These records will be required when assessment are done.

Take note that a 'No work, No pay' approach will be implemented in case the contractors employees embark on a strike or stay away.

5.3 Equipment provided by the *Employer*

- The *Employer* allows the *Contractor* to use Overhead Cranes and Hoists, provided the *Contractor's* employee is an authorised Lifting Machine operator.

- The *Employer* provides scaffolding, the request shall be made through the Service manager or his/her representative.
- Should the Contractor require using any of the Employer's Equipment, including compressed air, electricity, water supply and crane, it must be specified by the Contractor during the kick off meeting. The Employer does not guarantee continuity of supply of any of these items.
- The Employer shall be entitled to withdraw use of the said Equipment, should proper maintenance and cleanliness not be ensured. In that event, the *Contractor* shall be obliged to provide the necessary Equipment at his own cost.
- The *Contractor* is responsible for the repair, replacement or correction as necessary of all pieces of tools and equipment supplied by the *Employer* which are damaged and / or lost whilst in the *Contractor's* custody and control.
- The *Contractor* site manager must ensure that any one of his employees or Sub-*Contractor*, operating hoist equipment belonging to the *Employer*, is authorised by an Accredited Company and retraining is done annually. Arrangements for training courses can be made via Duvha Power Station Maintenance Training but the *Contractor* will absorb costs.
- A copy of this accredited and valid training certificate must be given to the *Employer's Supervisor*, who will then arrange access for usage.

5.4 Site services and facilities

- a) Potable Water Supply
 - Potable water is available at the existing points.
- b) Electrical Power Supply
 - Power is available at the existing points.
 - The Contractor provides his own portable 380V electrical distribution boards, and supply cables to and from the boards, for all his power supply requirements to execute the works.
 - Contractors' Electrical Distribution Boards complies with OHSA as referred to in the Electrical Installation Regulations and the Electrical Machinery Regulations.
 - Each board brought onto site must have a Certificate of Compliance issued by an accredited person.
 - The Contractors' electrical distribution boards are installed at the works on a time negotiated with the project manager, prior to the possession date.
 - The Employer connects distribution boards to a 380V three-phase AC power supply, only after the Contractor has submitted the valid Certificate of Compliance.
 - All Contractors' Electrical Distribution Boards are earthed to the steel structure of the plant.
- c) Toilet Facilities
 - The Employer provides the Contractor access to existing toilet facilities. The Contractor is to provide this facility should the existing facilities not be within reasonable distance from the working area.
- d) Catering Facilities
 - The Contractor are not allowed to use the Employer's dining facilities, unless a specific agreement has been made between the Contractor and Eskom Catering and Accommodation Services (ECAS).
 - The Contractor may buy take away meals from the fast foods outlet on Site.
- e) Medical Facilities
 - The *Contractor* provides a First Aid service to his employees and subcontractors. In cases where these prove to be inadequate, like in the event of a serious injury, the *Employer's* Medical Centre and facilities will be available.
 - Outside the *Employer's* office hours, the *Employer's* First Aid Services are only available for serious injuries and life threatening situations.
 - The *Employer* recovers the costs incurred, in the use of the above *Employer's* facilities, from the *Contractor*

5.5 Any Other Work

5.5.1 Temporary works, Site services & any constraints

The service provider shall provide, operate and maintain sufficient quantity such as pumping equipment, well points, pipes and other equipment as may be necessary.

The Service provider shall also provide any temporally works as may be necessary to minimise damage, inconvenience or interference.

5.5.2 Setting out of the works

- a) The *Service provider* shall properly deal with and disposal of water to ensure that the works are kept sufficiently dry for their proper execution.
- b) The *Service provider* shall provide, operate and maintain in sufficient quantity such pumping equipment, well points, pipes and other equipment as may be necessary.
- c) The *Service provider* shall also provide temporally works as may be necessary to minimise damage, inconvenience or interference.

5.5.3 Underground services, other existing services, cable and pipe trenches and covers

Where underground cables and pipes are present in the area, care must be exercised to ensure that they are not damaged. In the case of damage to existing components, the contractor will be held liable for replacement/repair thereof.

5.5.4 Control of noise, dust, water and waste

- a) The *Service provider* shall take all responsible measure to minimise any dust nuisance, pollution of stream and inconvenience to or interference with public as a result of the execution of the works.
- b) Remove all rubble and dispose to appropriate facility as according Duvha waste management procedure (EVP0005)

5.6 Employer's Site entry and security control, permits, and Site regulations

5.6.1 Restrictions to access on Site, roads, walkways and barricades

- a) Pedestrian crossings are marked on the power station roads and should be used.
- b) Walkways are clearly marked on the Power Station and should be used when walking to keep safe on any object that might fall.
- c) Barricades are provided where there are open trenches and around the sumps and manholes.
- d) The contractor shall occupy only such ground as is necessary to carry out the works.
- e) All fences and other structure that have been damaged or interfered with by the contractor shall be restored to be in a condition at least equivalent to their original condition.

5.6.2 Plant Safety Regulations

- a) The LAR is for the person in charge of the plant to maintain control over activities taking place on his plant that are not covered by the Plant Safety Regulation and Operating Regulations for High Voltage Systems.
- b) Activities that are allowed to be carried out under the LAR must not require a permit and must satisfy the following criteria:
 - i) They must not involve danger to the person carrying out the activity;
 - ii) No plant isolations must be required;
 - iii) The activity must be performed by a skilled person and there must be no risk of a production loss;
 - iv) The duration of the activity must be less than 24 hours

- v) The *Authorised Supervisor* accompanies the *Contractor* during the first instances of working under a LAR on a specific plant area.
- c) It is very important that the person who plans to do an activity on a plant under the LAR informs the person in charge of the plant (ASS on the panel or PPO at WTP) of what will be done. This means verbally telling the person in charge of the plant what will be done and not just signing the LAR book. The LAR book must also be signed.
- d) It is also important that as soon as the activity is completed the person, who was doing the activity, notify (verbally) the person in charge of the plant that conditions are back to normal and that the LAR has been signed off. Signing the LAR book silently without notifying the person in charge of the plant is not sufficient.
- e) For more information please refer to Plant Safety Regulation C11.
- f) The *Service provider* is required to have as a minimum 3 Responsible Persons/Authorised supervisor/s as per the Eskom's Plant Safety Regulations.

5.6.3 Provided by the *Service provider*

The *Service provider* should provide facilities they deem necessary in executing the work. This must be discussed with the Project Manager prior to commencement of work.

5.6.4 Tests and inspections

- The *Service provider* and the Overseer/Project Manager shall conduct plant walk down every Thursdays according to the QCP or scope of work,
- All work must be inspected and approved by the Project manager before monthly assessment..