



UNIVERSITEIT  
VAN  
JOHANNESBURG

**CORPORATE GOVERNANCE  
CONTRACT DETAILS**

**E00006  
Copy**

<b>CONTRACTOR (Name)</b>	<b>ELITE CLEANING SERVICES RAU Sports hall</b>
<b>CONTACT DETAILS OF CONTRACTOR</b>	Telephone number: 011- e-mail address:
<b>BETWEEN (University/Faculty/Department)</b>	<b>UNIVERSITY OF JOHANNESBURG</b>
<b>SUMMARY OF SERVICE</b>	<b>ELITE CLEANING SERVICES RAU Sports hall</b>
<b>START DATE OF CONTRACT</b>	2005
<b>EXPIRY DATE OF CONTRACT</b>	14 DAYS WRITTEN NOTICE (5 YEARS)
<b>DETAILS OF AUTHORISED PERSONNEL</b>	Walter Lutsch
<b>OTHER INFORMATION</b>	



# Elite

CLEANING SERVICES

18 Second Street  
PO Box 46255  
Orange Grove  
2119  
Johannesburg  
Tel: (011) 483-5707  
Fax: (011) 483-1280  
E-mail: elite@elitecs.com

Ref: 585/8822/05 (sn)

20 January 2005

Rand Afrikaans University  
P.O. Box 524  
Auckland Park  
2006

FAX: (011) 483-3362

No of Pages: 2

tel: 601-1700  
faks: 601-1777

**ATTENTION: MR. WALTER LUTSCH**

Dear Sir,

**RAU  
SPORTS HALL  
(ADDITIONAL) CLEANING SERVICE**

We thank you for affording us the opportunity to submit a revised quotation for the above service.



### SPECIFICATION

- i) Clean and disinfect all gym equipment in gym and all adjacent offices.
- ii) Clean kitchen.

### PRICE

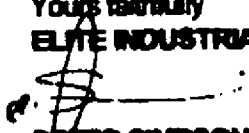
Our price to supply an additional service with one cleaner working eight hours per day Mondays to Fridays excluding Public Holidays will be **R2378.00** exc. VAT additional per month. This price includes all labour, leave/sick relief, uniforms, UIF, WCA, Christmas Bonus, Provident Fund, levies, etc. etc.

We assume this would be an extension to our existing contract and all Terms and Conditions will remain unchanged.

Our quotation is valid for acceptance within 60 days hereof.

Hoping the above meets with your approval and assuring you of our best attention at all times.

Yours faithfully  
**ELITE INDUSTRIAL CLEANING (PTY) LTD**



**PETER SIMPSON**  
**DIRECTOR**



**JOEY COETZEE**  
**OPERATIONS MANAGER**

We accept / do not accept quotation

Signature:.....



Customer Service  
**threestargradingsystem**  
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# ADDENDUM A

## RAU 03/2001

1

### Tender Specifications and General Information

The standard RAU tender document that include these specifications may, at the option of the RAU, become the contract in terms of which the service(s) will be rendered.

1. The Standard RAU Tender Document

This tender comprises of the standard RAU tender document as well as the specifications specifically written for this cleaning tender on pages 1 - 49. "Contractor" refers to the successful tenderer.

Note must be taken that provision 6G of the standard RAU tender document will not be applicable to this contract.

2. Period (Term) of this Tender

The tender (contract) period will commence on 1 April 2001, for a period of five (5) years. (1 April 2001 to 31 March 2006).

All tenderers are to declare the basis on which yearly price increases will be negotiated. All increases in labour costs will be restricted to the tariffs in the Basic Conditions of Employment Act.

3. The RAU retains the right to terminate this contract without prejudice to any other rights available to it in the law, should the contractor fail to comply with the terms of the specifications and fail to rectify such breach within a period of fourteen (14) days after the receipt of a written notice from RAU.

**4. Payment**

The contract price and any other monies due and payable by RAU to the contractor shall be due for payment on or before the twenty-fifth (25th) day of every month during which the services are rendered.

This arrangement is subject to the condition that all invoices be delivered to the contact person at the RAU, by no later than the fifth (5<sup>th</sup>) day of every month.

**5. Duties of the contractor**

The contractor hereby undertakes that it will:

- Comply in all respects with the RAU security and emergency regulations and procedures;
- Ensure that its cleaning staff are properly uniformed at all times;
- Maintain the facilities provided by the RAU in good condition;
- Pay its entire cleaning staff at or above the wage rates gazetted, in terms of the wage determination legislation. (Basic conditions of Employment Act, 75 of 1997 as amended from time to time.
- Comply with the RAU procedures relating to the Occupational Health and Safety Act 85 of 1993 as amended from time to time.

The CONTRACTOR must provide all cleaning materials, equipment and machines necessary to meet and carry out his obligations in terms of this contract.

- The **CONTRACTOR** shall ensure that equipment and machinery conform to the legislated safety standards and on request shall present a certificate of compliance with such standards.

### **Duties of the RAU**

The RAU undertakes to provide, free of charge, and at its own cost and expense:

- All necessary light, power, water, change room and other related facilities which may be required by the contractor, to enable it to perform the services;
- Suitable facilities for storage of equipment and materials.



### **Liability of the contractor**

The contractor must have public liability and general liability insurance, limited to R20 million per occurrence. The purpose of this level of insurance is to cover the damage that may be caused by the employees of the contractor.

### **7. Absenteeisms of cleaning staff**

When workers are absent, for any reason including, but not limited to leave or illness, they must be replaced by other trained workers for a period equivalent to the duration of their absence, on the day following the absenteeism.

## 8. General

Where in these instructions reference is made to "daily", this means a 5 ½ day week - Sunday and public holidays excluded, unless otherwise specified.

Once a year the CONTRACTOR shall provide the RAU with an audited report to the effect that statutory salaries are paid to cleaners and that the conditions of the Labour Relations Act 66 of 1995, as amended from time to time are met. The report and the production thereof is for the cost of the contractor.

The RAU may withhold payment for unsatisfactory cleaning service, until such time as the problem has been rectified.



The CONTRACTOR accepts full responsibility for his and his staff's actions and will ensure that such actions at no time place the staff or property of the RAU in danger.

Should the CONTRACTOR'S workers participate in strikes, marches, riots or any other actions which fall outside their cleaning duties, it is the CONTRACTOR'S responsibility to control his personnel, restore order or, if necessary, to remove them from the RAU's premises.

The CONTRACTOR must take all lawful steps to discourage his workers from participating in any actions such as those mentioned above, whether these are initiated by staff or students of the RAU, or by any other outside body.

In the case of any strike, stay-away or action where no – or only a partial service is rendered, and where the CONTRACTOR is not responsible for remuneration (no work, no pay) of such personnel, the contract price for the period concerned shall be adjusted accordingly by the RAU. The contractor will however still be liable for :-

- A partial service to be performed by sufficient trained staff.
- Areas where continuous service (such as for public toilets) is required, will be pointed out to the CONTRACTOR and replacement cleaning staff must be arranged to ensure continuity of service for the cost of the contractor.

In the event of actions such as those mentioned above, it is the responsibility of the CONTRACTOR to calculate revised invoices and present them for payment at the end of the month in which only a partial service was rendered. The RAU reserves the right to adjust such invoices if not calculated correctly. Price adjustments shall be based on the current salary of cleaners and supervisors, calculated on the labour component of the contract price.

The CONTRACTOR shall be liable for any losses, which occur during the cleaning process when it can be established on a balance of probabilities that the contractor was responsible for such loss. The RAU shall request their staff to ensure that items of value, cash, documents and personal items are securely locked away during cleaning periods.

The RAU reserves the right, in consultation with the CONTRACTOR, to amend or add to these terms as and when necessary, depending on changing conditions and requirements, costs being based on prevailing quoted prices.



Areas, which are excluded from the contract (safes, stores, etc.), if any, will be pointed out to the CONTRACTOR.

Where keys for access to buildings/localities/office, etc. are given to the CONTRACTOR, the necessary care and responsibility for their safekeeping will be observed. The CONTRACTOR must ensure that keys are not misused or used to allow access unauthorized persons.

Should the CONTRACTOR wish to change any of the following:

- the number of cleaners necessary to deliver the cleaning service;
- the methods, material and equipment used;
- the schedule and times of cleaning services;
- an increase or decrease in service resulting in more or fewer cleaners being required;

this may only be done with the approval and written confirmation from the RAU, and provided that the service provided is not adversely affected.

Changes to the original terms will not be binding unless the CONTRACTOR is notified of these in writing.

The appointment of a supervisor must be done in consultation with the RAU.

## 9. General

The CONTRACTOR must ensure that his workers comply at all times with the conditions of the Occupational Health and Safety Act 85 of 1993 as amended from time to time.

**The contractor must provide continuous supervision over cleaners and carry out inspections to ensure that a proper service is provided.**

**Maintenance inspections must be carried out regularly on all electrical equipment to ensure that no worker is injured while using the equipment.**

**The contractor must ensure that the complaints book is perused at the beginning of each shift and ensure that problems mentioned therein are dealt with during that shift.**

**The contractor must ensure that cleaning materials are stored only in the designated places. These stores must be kept clean and tidy at all times.**

**The contractor must ensure that cleaners are neatly clothed in suitable overalls/dust coats during their shifts. Cleaners are to use the change room provided and may not change in any other area. Change rooms must be kept clean and tidy at all times.**

## TENDER SPECIFICATIONS

THE CLEANING CONTRACT AT THE RAND AFRIKAANS UNIVERSITY MAIN CAMPUS IS DEVIDED INTO FOUR (4) TOTAL SEPARATE ENTITIES AND MUST BE DEALT WITH AS SUCH.

- 1) THE FIRST CONTRACT RELATES TO THE MAIN ADMINISTRATION BUILDING, REFFERED TO AS THE RING BUILDING. THIS CONTRACT COVERS THE ENTIRE MAIN ADMINISTRATION BUILDING (MOSTLY SEVEN LEVELS EVERYWHERE) AND EXTENDS FROM THE MAIN ENTRANCE-- TO THE END OF THE BUILDING, ADJACENT TO THE SHOPPING CENTRE.
- 2) THE SECOND CONTRACT RELATES TO THE LIBRARY, B, C AND D LABORATORIES AS WELL AS THE TEN (10) OUTSIDE SPORT CENTRES. THE CENTRE FOR DISTANCE LEARNING, MASADA, THE NEW SPORT CENTRE ON CAMPUS, THE STORES DIVISION WITH ADJACENT SINGLE QUARTERS AND ALL PARKING AREAS AND ROADS ARE INCLUDED IN THIS CONTRACT. THE NEW ASTRO TURF SPORT COMPLEX MUST ALSO NOW BE MADE PROVISION FOR.
- 3) THE TWICE ANNUAL CLEANING OF ALL THE WINDOWS OF THE UNIVERSITY IS THE THIRD SECTION OF THE TENDER AND PROVISION MUST BE MADE TO WASH BOTH THE INSIDE--AS WELL AS THE OUTSIDE FACES OF ALL GLASS IN ALL SECTIONS DESCRIBED IN (1), (2) AND (4).
- 4) THE FOURTH AND FINAL SECTION, IS A SCHOOL PREMISES SITUATED IN CROSBY, KNOWN AS THE "RAUCALL SCHOOL".

THE TENDERING COMPANIES MUST PLEASE SUBMIT FOUR SEPARATE PRICES FOR THE INDIVIDUAL SECTIONS AND ALSO INDICATE IF THEY ARE TENDERING ON ALL OF THE CONTRACTS, OR ONLY ON SPECIFIC SECTIONS.

IT IS INVISAGED THAT TWO (2) SEPARATE CONTRACTORS WILL BE MADE USE OF, AS IS PRESENTLY THE CASE. THE ONE CONTRACTOR WOULD SERVICE THE "MAIN ADMINISTRATION BUILDING" WHILE THE SECOND CONTRACTOR WOULD SERVICE THE THREE (3) REMAINING SECTIONS.