



NEC3 Term Service Contract (TSC3)

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

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

for **THE PROVISION OF CANTEEN AND CATERING
SERVICES ON HENDRINA POWER STATION**

| Contents: | No of pages |
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CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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

C1.1 Form of Offer & Acceptance

Offer

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

THE PROVISION OF CANTEEN AND CATERING SERVICES ON HENDRINA POWER STATION FOR 36 MONTHS

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

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

| | | |
|----------------|----------------------------------------------------------------------|-------|
| Options A or C | The offered total of the Prices exclusive of VAT is | R [•] |
| | Sub total | R [•] |
| | Value Added Tax @ 15% is | R [•] |
| | The offered total of the amount due inclusive of VAT is ¹ | R [•] |
| | (in words) [•] | |

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

| | | |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| Name(s) | _____ | |
| Capacity | Tebogo Lekalakala Power Station General Manager, Hendrina Power Station | _____ |
| for the Employer | Eskom Holdings SOC Ltd, Hendrina Power Station, 1 Impala Street, Pullenshope, Private Bag X1003, Pullenshope, 1096 <i>(Insert name and address of organisation)</i> | _____ |
| Name & signature of witness | Maryke Goosen | 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:

Signature _____

Name _____

Capacity _____

On behalf of _____
(Insert name and address of organisation)

Name & signature of witness _____

Date _____

For the Employer

Tebogo Lekalakala
Eskom Holdings Soc Ltd, Hendrina Power
Station, 1 Impala Street, Pullenshope,
Private Bag X1003, Pullenshope, 1096
(Insert name and address of organisation)

Maryke Goosen

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

| 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 service damages |
| | | X19: Task Order |
| | | X20: Key performance indicators |
| | | Z: <i>Additional conditions of contract</i> |
| | 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. | 013 296 3000 |
| 10.1 | The <i>Service Manager</i> is (name): | Maryke Goosen |
| | Address | Hendrina Power Station, Gigawatt Building, Support Services Department |
| | Tel | 013 296 3139 |
| | e-mail | NaudeM@eskom.co.za |
| 11.2(2) | The Affected Property is | Hendrina Power Station |
| 11.2(13) | The <i>service</i> is | The Provision of Canteen and Catering Services for Hendrina Power Station for 36 months |
| 11.2(14) | The following matters will be included in | |

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

| | the Risk Register | As per the SHEQ requirements of Eskom |
|----------|-----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11.2(15) | The Service Information is in | Part 3: Scope of Work and all documents and drawings to which it makes reference. |
| 12.2 | The <i>law of the contract</i> is the law of | the Republic of South Africa |
| 13.1 | The <i>language of this contract</i> is | English |
| 13.3 | The <i>period for reply</i> is | 2 Days, unless otherwise communicated due to the nature of reply required |
| 2 | The Contractor's main responsibilities | Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data |
| 21.1 | The Contractor submits a first plan for acceptance within | 2 weeks of the Contract Date |
| 3 | Time | |
| 30.1 | The <i>starting date</i> is. | [•] |
| 30.1 | The <i>service period</i> is | 36 Months |
| 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 | between the 25th day of each successive month (30 days apart). |
| 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. |
| 51.4 | The <i>interest rate</i> is | <p>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</p> <p>(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 <i>mutatis mutandis</i> every 6</p> |

| | | |
|---------|------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove. |
| 6 | Compensation events | There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data |
| 7 | Use of Equipment Plant and Materials | There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data |
| 8 | Risks and insurance | |
| 80.1 | These are additional <i>Employer's</i> risks | 1. Loss of/or damage to catering premises and equipment provided |
| 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 service at intervals no longer than | 4 weeks. |
| 11 | Data for Option W1 | |
| W1.1 | The <i>Adjudicator</i> | the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA). |
| W1.2(3) | The <i>Adjudicator nominating body</i> is: | the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body. |
| W1.4(2) | The <i>tribunal</i> is: | arbitration |
| W1.4(5) | The <i>arbitration procedure</i> is | the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body. |
| | The place where arbitration is to be held is | South Africa |
| | The person or organisation who will choose an arbitrator | |
| | - if the Parties cannot agree a choice or | the Chairman for the time being or his nominee |

| | | | | |
|-------|--------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|---------------------|-------------------|
| | - if the arbitration procedure does not state who selects an arbitrator, is | 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 | [•]. | | |
| | The proportions used to calculate the Price Adjustment Factor are: | proportion | linked to index for | Index prepared by |
| | | 0. | [•] | [•] |
| | | 0. | [•] | [•] |
| | | 0. | [•] | [•] |
| | | 0. | [•] | [•] |
| | | 0. | [•] | [•] |
| | | [•] | non-adjustable | |
| | | 1.00 | | |
| 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 service damages | | | |
| X17.1 | The <i>service level table</i> is in | Page 43 (xviii) of this Contract | | |
| X19 | Task Order | | | |
| X19.5 | The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within | 5 days of receiving the Task Order | | |
| X20 | Key Performance Indicators (not used when Option X12 applies) | Page 43 (xviii) of this Contract | | |
| X20.2 | A report of performance against each Key Performance Indicator is provided at intervals of | 3 months | | |
| Z | The <i>additional conditions of contract</i> are | | | |
| | | Z1 to Z14 always apply. | | |

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

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

- Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

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

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

Z9 *Employer's limitation of liability*

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

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

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

Z11 *Ethics*

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

- Affected Party** means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
- Coercive Action** means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
- Collusive Action** means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
- Committing Party** means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
- Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
- Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
- Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
- Prohibited Action** means any one or more of a Coercive Action, Collusive Action, Corrupt Action, Fraudulent Action or Obstructive Action.

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

Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

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

Insurance cover 83

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

INSURANCE TABLE A

| Insurance against | Minimum amount of cover or minimum limit of indemnity |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property | The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance. |
| Loss of or damage to Plant and Materials | The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance. |
| Loss of or damage to Equipment | The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance. |
| The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service | <u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law. |
| Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract | The amount required by the applicable law |

Z 12.2 Replace core clause 86 with the following:

**Insurance
by the
Employer**

86

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.

Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.

Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

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

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

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

approved asbestos work plan.

- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Notes to a tendering contractor:

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

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

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

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

Experience:

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

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

PART 2: PRICING DATA

TSC3 Option A

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| C2.2 | The <i>price list</i> | [•] |

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

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

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;

- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

| Description | Unit | Qty | Rate | Total Cost |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|-----|------|------------|
| Fixed Portion | | | | |
| BILL NO 1 | | | | |
| PRELIMINARIES & GENERAL | | | | |
| Fixed Charge and Value Related Items | | | | |
| Site Establishment - Office furniture, kitchen equipment, kitchen utensils etc. | Sum | 1 | | |
| Removal of site establishment on completion and clean up all kitchen and dining hall areas to the satisfaction of the Eskom Service Manager | Sum | 1 | | |
| Medical Surveillance for all employees | Yearly | 3 | | |
| PPE for all employees | Yearly | 3 | | |
| IT Costs | Yearly | 3 | | |
| Make provision to provide all items as per the Health and Safety requirements - Pest control to be established / R962 certification / Waste management to be established etc. | Sum | 1 | | |
| Time Charge Items | | | | |
| Transport employees (home-work-home) | Monthly | 36 | | |
| Transport for meal deliveries on-site: 3 x Vehicles | Monthly | 36 | | |
| Consumables (i.e. mop heads, hygiene, brooms, dustmops, sweeper, feather dusters, dust masks, ear plugs, gloves etc.) | Monthly | 36 | | |
| Monthly Management Fees | | | | |
| Site Manager x 1 | Monthly | 36 | | |
| Assistant Site Manager x 1 | Monthly | 36 | | |
| Administration Clerk x 1 | Monthly | 36 | | |
| Cashier x 10 | Monthly | 36 | | |
| Storeman Inventory Control x 1 | Monthly | 36 | | |
| Senior Chef x 1 | Monthly | 36 | | |

| | | | | |
|---------------------------------------|------------|----|--|--|
| Assistant Chef x 2 | Monthly | 36 | | |
| Cook supervisor x 3 | Monthly | 36 | | |
| Cooks x 10 | Monthly | 36 | | |
| Drivers x 2 | Monthly | 36 | | |
| Cleaner x 8 | Monthly | 36 | | |
| SHEQ Officer x 1 | Monthly | 36 | | |
| SHEQ Supervisor x 1 | Monthly | 36 | | |
| OSHA Compliance | | | | |
| Compliance with OSH Act (safety file) | Once-off | 1 | | |
| Pest Control | Monthly | 36 | | |
| Swab Tests | Quarterly | 12 | | |
| Cleaning of extraction fans | Bi-Monthly | 18 | | |
| | | | | |
| Management Fee | Monthly | 36 | | |
| TOTAL COST: P&G | | | | |

| | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------|--|--|
| VARIABLE PORTION | | | | |
| BILL NO. 2 | | | | |
| Subsidised Meals | | | | |
| Subsidised meal of the day - must comprise of a portion of any of 1 type of meat, one portion of vegetables, 1 portion salad, portion of starch, 1 fruit and 1 drink (can, buddy, water) | Per Plate | 335232 | | |
| Subsidised Take Away Meals | | | | |
| Dagwood (with a portion of chips) | Per Plate | 58320 | | |
| Sandwiches (Toasted or Plain, Brown or White Bread) | | | | |
| Cheese and Tomato | Each | 1166 | | |
| Cheese and Ham | Each | 1166 | | |
| Cheese, Ham and Tomato | Each | 1167 | | |
| Bacon and Egg | Each | 1167 | | |

| | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------|--|--|
| Bacon, Egg and Chees | Each | 1166 | | |
| Chicken Mayonaisse | Each | 1167 | | |
| Tuna Mayonaisse | Each | 1166 | | |
| Special Meals | | | | |
| Chicken Wrap | Each | 3499 | | |
| Chicken Mayonaisse Tramazini | Each | 2916 | | |
| Tuna Mayonaisse Tramazini | Each | 2916 | | |
| Pasta (Ham and Cheese) | Each | 2916 | | |
| Spaghetti Bolognaise | Each | 2916 | | |
| Vegetarian Meals | Each | 2916 | | |
| Fish (Hake) (served with chips/salad) | Each | 1458 | | |
| Russians (served with chips) | Each | 1458 | | |
| Salads | | | | |
| Chicken Salad | Each | 11664 | | |
| Tuna Salad | Each | 11664 | | |
| Greek Salad | Each | 11664 | | |
| Breakfast Options | | | | |
| Full Breakfast - 2 fried eggs, 3 rashers of bacon, grilled tomato, boerewors, chips and 2 slices of toast | Per Plate | 75816 | | |
| Healthpack | | | | |
| Healthpack option - 1 x Energy bar, 3 x different fruit, 2 x health biscuits (i.e. Provita), 1 x cheese wedge, 1 x yogurt, 1 x chicken or fish (grilled), 1 x juice/water/milk | Per Pack | 180792 | | |
| TOTAL COST: SUBSIDISED ESKOM MEALS | | | | |

| | | | | |
|---------------------------------------------------------------------------------------------------|------|----|--|--|
| BILL NO. 3 | | | | |
| SPECIAL CATERING | | | | |
| Vegetarian Platter | | | | |
| Assorted sliced frsh vegetables with herb cheese dip | Each | 48 | | |
| Mixed Platter | | | | |
| Assorted cheese cubes, cold meats, sausages, chicken pieces, sandwiches, olives, pickles, garnish | Each | 48 | | |
| Sweet Platter | | | | |

| | | | | |
|--------------------------------------------------------------------------------------------------------------------|------|----|--|--|
| An assortment of mini sweet cocktail tartlets and baked goods | Each | 48 | | |
| Halaal Platter | | | | |
| A variety of chicken cuts, fish grilled and battered, chees and dip | Each | 48 | | |
| Fruit Platter | | | | |
| Assorted fresh sliced fruit with garnish | Each | 48 | | |
| Muffin Platter | | | | |
| Assorted muffins, savoury and sweet | Each | 48 | | |
| Meat Platter | | | | |
| An assortment of cold meats, sausages, chicken pieces, riblets etc. | Each | 48 | | |
| Festive Catering | | | | |
| Festive braai pack (Christmas Day and New Years' Day) for Operating, Protective Services and Maintenance employees | 800 | 6 | | |
| TOTAL COST: SPECIAL CATERING | | | | |

The total of the Prices

| Document reference | Title | No of pages |
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| C3.2 | <i>Contractor's</i> Service Information | |
| | Total number of pages | |

C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

Eskom, Hendrina Power Station intends to enter into a 36 months contract with a suitable qualified, experienced and established catering supplier with the capacity to deliver Canteen and Catering services for Eskom at the Hendrina Power Station canteen.

The provision of the Catering and Canteen Services comprises of the following:

- The provision of quality meals and fast foods at the canteen premises
- Administration surrounding provision of the meals
- Hygiene and cleaning services in and around the canteen area
- Special catering upon request and subject to approval by the relevant management
- Provision of snacks, confectionery, beverages and other items.

The services rendered will be on account for Eskom, Rotek and Roshcon employees, and cash on collection for contractor employees. The Employer can not guarantee the number of meals to be served on any given day. All figures used elsewhere in this document are only estimates.

2 Employer's requirements for the service

Employer Requirements:

The scope of work for the provision of Canteen and Catering Services at Hendrina Power Station comprises the following:

Production and serving of quality meals at the canteen, including the meal of the day on the menu and fast foods.

Administration around the meals and meal services

Special catering on request. A signed special catering form must be submitted before providing the meals. This form is available from the Service Manager and all employees responsible for ordering special meals are informed. No special meal may be provided without the form, which must be signed by the Support Services Manager.

Provision of snacks, confectionery, beverages and other resale items are to be provided on a cash basis only, operated like a tuck shop.

Meal cards (both normal and overtime cards) are to be used to purchase only meals as specified on the price list. The figures (number of meals per day) provided on the price list are based on estimates only and may vary significantly during outages of which the Supplier will be notified.

Canteen Management Services:

The supplier will provide skilled and suitably qualified staff with experience in the following areas:

- Food preparation
- Food cooking
- Food serving
- Food preservation
- Food disposal

The Supplier will adhere to all Food, Hygiene, Environmental and Occupational Health and Safety Act 85 of 1993 standards, ISO 9001, ISO 14001, ISO 45001 and any other applicable laws for food and catering services.

It must be further noted that Hendrina Power Station has employees in excess of +/- 1500, including both Eskom employees, Rotek and Roshcon employees and contractor employees.

There are approximately 750 Eskom employees (Permanent & Fixed Term) working on site that are entitled to one subsidized meal per day for 22 days of the month. There are approximately 84 ERI employees working on site that are entitled to one subsidized meal per day for 22 days of the month.

There are approximately 1000 contractor employees, who have the option of buying cash meals from the canteen.

During outages, there are more contractors on-site and the canteen will be informed of the dates.

For cash meals, the Supplier should supply a card machine whereby employees can buy cash plates/snacks paying with their debit card. The Supplier must bear the banking costs for the machine and will not transfer the cost to the employees, customers or the Employer.

The supplier must be prepared to cater (including source from outside) for all dietary preferences including religious-, cultural-, vegetarian-, kosher- and halaal requirements, as well as cater for diabetics with valid certification from the respective bodies where applicable.

Normal Working Hours:

Normal operation hours for the canteen will be 24 hours per day (Mondays to Sundays, including Public Holidays).

Note: Meals to be served 11:00 – 22:00. Only the tuck shop must be operational outside these hours.

Buffet lunch to be available 11:00 – 13:00.

Employees only get lunch for half an hour and the canteen staff must as such ensure that service is prompt and efficient.

Ordering process:

Eskom, Rotek and Roshcon employees will come to the canteen with a meal card during the service hours (11:00 – 22:00) which will be utilised to deduct the meal cost from their card.

Employees who wishes for the food to be delivered to their office must order before 08:15 for breakfast and before 09:30 for lunch.

The Eskom and ERI employees pay at petty cash for the meal card and coupon for the month. The coupon is activated by the Contractor for 22 meals. Once finished, the Contractor will take the coupon back to petty cash.

Tuck shop items are to be paid cash with NO additional overhead costs (i.e. bank charges).

Contractors will pay their meals in cash/card.

Meal Deliveries:

The Supplier must prepare and deliver meals all Eskom and ERI employees' office. Start with Senior Management in the Gigawatt Building.

Meal deliveries for breakfast to take place from 09:00 – 09:30.

Meal deliveries for lunch to take place from 11:00 – 12:00.

Meal Standard and Menu:

Meals provided must be of high quality and tasteful, and be presented to look good.

The Contractor must submit a 15 day cycle menu. The menu may be changes only if approved by the Employer.

The menu should be reviewed every 3 months to prevent menu fatigue, and to incorporate seasonal foods.

Everyday, there should be an option available to all dietary requirements which includes religious-, cultural-, vegetarian-, kosher- and halaal requirements, as well as cater for diabetics. Once per week, a traditional meal must be provided.

The main meal for every day should include protein (meat), starch (rice, pap, samp, potato or pasta), 2 vegetables, a small salad, a fruit and a cold drink/water.

An alternative of a red and a white meat should be available everyday, and where possible, dry and wet cooked alternatives should be made available.

Cutlery must be provided with every meal.

Serving of Meals:

Meals served must be hot, which may then be taken away by the employee or be consumed in the canteen dining area. The food preparation must be aligned to be served hot as times agreed with the Employer. This may change at the Employers' discretion and will be timeously communicated

The Contractor should ensure that they have the capacity and man-power for simultaneous refilling of serving stations and replenishing of stock as well as serving of meals – at least 3 staff members for serving meals and a cashier.

All serving points must be open and fully functional during lunch peak on normal week days and any other time when high demand is anticipated.

At least 2 runners must be available during the peak period to assist the servers.

A supervisor must supervise the serving of meals at all times, ensuring that the serving process runs smoothly and efficiently, preventing any delays. Where there is a delay, the supervisor must intervene to restore smooth operation of the serving process.

Food Containers:

The food containers should be fully biodegradable, divided with a lid and big enough to ensure complete cover of the food without squashing it. It must be able to withstand heat up to 100 degrees Celsius and withstand weight pressure during packaging.

Cutlery Set:

Should include a knife, fork, spoon, salt, black pepper, serviette and a toothpick. Extra condiments like vinegar, tomato sauce and salad sauce should be available on request.

Food Preparation:

Food preparation is done in the canteen kitchen on Hendrina Power Station, however the Supplier is aware that this may have some constraints and is expected to continually ensure that food preparation is not interrupted.

Food preparation must be done according to approved standardised recipes and methods.

Food will be prepared strictly according to the approved menu, standardised recipes and food preparation methods.

Food should be received, stored, prepared and served in a safe manner as per prescribed standards.

Food will be prepared freshly for each shift.

Prepared food is held for the minimum time before consumption and held for a maximum of three (3) hours after preparation dependant on temperature control.

Tuck Shop:

All serving points in the tuck shop should be open and functional during peak periods.

The Contractor should have the capacity for simultaneously replenish stock and serve customers. There will also be a runner available for each serving point to ensure quick and efficient service.

An electronic /email/phone system should be in place for orders to be placed remotely and this ordering system must be used between the pay point and the preparation area to coordinate orders. Orders must be efficiently tracked to ensure the minimum waiting time.

The Contractor will ensure that there is effective communication between supervisors, managers, stores, servers and staff.

Snacks and Fast Foods:

The Contractor will continuously provide the snacks and beverages as specified in the price list which will be sold at the tuck shop on a CASH ONLY basis. Any additional items and their prices should be approved by the Employer before implementation.

A list of the items that will be supplied in the tuck shop on cash basis must be handed in to the Service Manager and will be discussed and agreed upon, with the pricing. Any changes must first be discussed with the Service Manager for the duration of the contract.

Special Catering:

From time to time, it may be necessary to provide special catering in addition to normal day-to-day canteen and catering services i.e. for special functions, meetings, training, braai packs, audits etc.

The special catering will be supplied on request by the submission of the Special Catering Form to the Contract, which must be signed by the Line/Group Manager of the requestor and approved by the Support Services Manager.

The above special catering will be done by the Contractor as and when required at prices agreed with the Employer.

Festive Periods:

Festive braai packs for Christmas and New Years' Day must be provided for Operations, Protective Services and Maintenance employees on site.

Cleaning and Hygiene:

The Contractor shall manage and maintain the facilities in a good and hygienic condition.

All dining facilities and the kitchen area must be cleaned before, during and after meals.

All canteen facilities and the surrounding areas must be deep cleaned at least once a week.

Kitchen drains, gullies and grease traps must be cleaned on a daily basis.

All equipment and surfaces must be cleaned on an ongoing basis.

The Contractor will conduct monthly independent audits and sampling. The Employer reserves the right to conduct its own audits and sampling at its discretion.

The Contractor will keep the waste area in clean condition.

The Contractor will arrange monthly pest control. A pest control certificate to be displayed with the R962 certificate on the notice board in the dining area.

Hazard signs must be in place when cleaning starts

The Contractor will supply their own cleaning materials for both the cleaning of the facilities, as well as hand washing, hand towels and toilet paper for the staff.

Waste Management:

The Contractor will separate all waste at source and keep the waste area (Swirl) locked and clean at all times. The Contractor will dispose of prepared food waste and used oil in a safe manner and separately from the rest of the waste. The Contractor will make arrangements with a service provider to remove old oil and keep a proper audit trail. The Contractor will keep the bins around the Canteen in a clean and proper condition. All bins must have lids and not overflow at any given time. All waste must be removed daily by a service provider in appropriate packaging.

Environment:

The Contractor will comply with Hendrina Power Stations Environmental Management System. This includes the identification, collection, storage, transportation and disposal of waste. Hazardous waste shall be disposed of in line with the applicable environmental legislation. It is important to note that all spillages must be reported to the Service Manager and Environment Department as soon as possible and cleaned up immediately. It is the responsibility of the polluter to clean the spillage and rehabilitate the polluted area.

Storage:

The Contractor shall maintain stock of consumables in the stores provided, at the Suppliers' own risk, and ensure that all local council laws and the OHS Act 95 of 1993 are adhered to. Eskom shall not be responsible or liable for any loss or damage to the Suppliers' stock of consumables and equipment on Hendrina Power Station premises.

Stocktaking must be executed outside of normal working hours of the Eskom employees.

Food storage areas must be kept clean and hygienic to eliminate the risk of contamination and food spoilage. It must also be neat and under control.

A competent person must be appointed, in writing, with the duty of supervising all stacking and storage at the canteen area.

All food items have recommended storage procedures that specifies temperature, shelf life and place of storage and these procedures must be adhered to at all times.

The Supplier must ensure that all food products are stored raised from the floor level on suitable shelving.

Stock rotation technique of First In First Out shall be applied.

No chemicals may be stored in food storage areas

Appropriate measures must be in place to avoid fire risk

Maintenance and Defects:

The maintenance of the facility and equipment belonging to Eskom will be maintained by Eskom. Any defects noticed by the Contractor must be reported immediately. If a blockage in the drain pipes is suspected, it must also be immediately reported to the Service Manager.

The Supplier will maintain any equipment brought to site by them.

Equipment:

Eskom will identify the equipment that will be made available with the facility. Any equipment that the Supplier makes available must conform to the applicable OHS Act and Standard and should be maintained in safe and proper working condition. Eskom reserves the right to stop the Supplier from using any equipment, which in the opinion of Eskom does not conform the foregoing.

All equipment/assets must be declared and registered with the Security department upon entering the site. This includes portable and electronic equipment such as laptops.

Offloading and materials handling equipment will not be made available by Eskom, and if required on site, must be arranged and provided by the Supplier.

Staffing:

In the execution of its duties, the Contractor will:

Provide adequate human resources to execute the tasks as required by the Employer, including outside normal working hours i.e. administration, management, SHEQ and quality control.

Provide constant supervision in all areas where work is performed.

Provide at least one Quality Control per shift.

Provide a fully dedicated SHEQ Officer to oversee all safety, health, environmental and quality matters

Develop a plan for all levels of staff submitted within 1 month of contract inception.

Submit all new appointed employees for approval by the Employer

Provide transport for employees to and from site within a reasonable distance.

Administration:

The Contractor will provide and maintain till points that have card readers and barcode scanners with no manual capturing of transactions. The Contractor will submit an automated month-end report of meals per account holder/card to the Employer.

The Employer reserves the right to full access to all records and may require further verification or change to supporting documents at any time.

The Contractor will update the system management and maintenance plan monthly.

Cash Handling:

The handling of cash will be outsourced to an accredited cash management company by the Contractor.

PPE & Uniform:

The Contractor will provide their employees with PPE and uniform that meets the requirements of a food preparation facility free of charge to the employee. They should be supplied with enough PPE and uniforms to ensure they have a clean set for each shift (minimum of 2 full sets and 1 pair of boots) and that PPE is in kept in neat condition. This PPE should be branded with the company name.

The Contractor will provide coats, mop caps and beard covers and keep a register of people entering any of the food handling areas.

The Contractor will keep an updated register of all the PPE and uniforms issued to employees.

Maintenance

Risk:

The Contractor will provide the Employer with a comprehensive risk analysis for the complete operation prior to the contract start date.

Other Requirements:

The Contractor shall conduct a quarterly independent audit, keep the records and report the findings to the Service Manager.

The Contractor shall conduct monthly internal audits, keep the record and report the outcomes to the Service Manager.

The Contractor shall conduct quarterly swab tests, keep records and report the outcomes to the Employers Agent.

Constraints on the Contractor:

The canteen on Hendrina Power Station is situated near the coal storage area and as a result, dust is an on-going problem. Keeping the area clean is a full time requirement and of paramount importance.

The quantity of meals to be served on a daily basis can't be guaranteed.

3 Interpretation and terminology

Definitions:

| | |
|-------------------|----------------------------------------------------------------------------------------------------------------------------|
| Contractor: | The Supplier who is awarded the contract and will deliver the services outlined in the document. |
| Employer: | Refers to Eskom, Hendrina Power Station |
| Supplier: | Refer to definition of Contractor |
| Services Manager: | The employee nominated by Eskom, Hendrina Power Station who will be overseeing the Canteen and Catering Services contract. |

Abbreviations:

| Abbreviation | Explanation |
|--------------|-------------------------------------------------|
| MSDS | Material Safety Data Sheet |
| NEC TSC | New Engineering Contract Term Services Contract |
| SoW | Scope of Work |

4 Management strategy and start up.

Management of work done by Task Order

Work will be executed monthly by the use of task order process

Assessment

On a monthly basis assessment to be conducted and signed off by both (The *Contractor* & the *Employer*) and once assessment has been done payment against invoice will be made.

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 Costs. These are opened to audit. All documentation is kept by *Contractor* for a period of three years following completion of this contract. This information is kept up to date at all times and the *Service Manager* shall have access to them at any time.

5 The Contractor's plan for the service

In the TSC3 the *Contractor's* plan is his "design" for performing the *service* throughout the *service period*. Section 2 of the *conditions of contract* describes what the *Contractor* is to show in his plan both in the core clauses and some additional requirements in each of the main Options.

The extent of the *Contractor's* plan will depend on whether the *Contractor* is required to develop a plan in accordance with the *Employer's* broad outline of the *service* or whether the *Employer* has provided a plan for the *Contractor* to follow. Read the TSC3 Guidance Notes pages 21 and 22 for more information on the *Contractor's* plan.

Use this section to describe any particulars which must be taken into account by the *Contractor* in developing his plan as required by clause 21.2. For example information about the order and timing or method of carrying out particular items of work.

List technical reporting and scheduling requirements which are to be incorporated into the *Contractor's* plan.

6 Management meetings

Regular meetings of a general nature may be convened and chaired by the *Supply Manager* as follows:

| Title and purpose | Approximate time & interval | Location | Attendance by: |
|----------------------------------------|-----------------------------|-------------------|------------------------------------------------------------------|
| Executive SHEQ | Monthly, 1 hour | Will be confirmed | Site Manager, Safety Office |
| Overall contract progress and feedback | Monthly, 1 hour | Will be confirmed | Site Manager, Service Manager |
| Canteen Committee | Quarterly, 1 hour | Will be confirmed | Site Manager, Service Manager, Eskom Trade Union Representatives |

Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *service*. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

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

7 Contractor's management, supervision and key people

Key staff:

- 1 x Site Manager
- 1 x Assistant Site Manager
- 1 x Administration Clerk
- 1 x Senior Chef
- 1 x SHEQ Officer
- 1 x SHEQ Supervisor

8 Documentation control

All documents, assessments, invoices, payments, employee records, consumer reports and any and all documents pertaining to the service rendered on Hendrina Power Station will be kept on file and readily available for the duration of the contract. The Supplier will also ensure that this documentation is kept for 5 years after the contract end date.

9 Invoicing and payment

Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Service Manager's* payment certificate.

The *Contractor* shall address the tax invoice to

_____ and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 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 procedures for invoice submission and payment (e. g. electronic payment instructions)

10 Training workshops and technology transfer

The *Contractor* will ensure that an IT system is in place for the duration of this contract, which will be able to, but not limited to consumer reports, total and individualised sales reports, costing reporting.

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

12 Information and other things

All information obtained for the duration of this contract and pertaining to this contract will belong to the Employer and must be made available to the Employer.

13 Management of work done by Task Order

Work will be managed and executed according to a task order signed by the appointed Service Manager only.

14 Health and safety, the environment and quality assurance

15 Health and safety risk management

The *Contractor* shall comply with the health and safety requirements as per National and Eskom standards and guidelines prescribed for the SHEQ file. This may from time to time be updated and will be adhered to at all times for the duration of the contract.

16 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints as per National and Eskom standards and guidelines prescribed for the SHEQ file. This may from time to time be updated and will be adhered to at all times for the duration of the contract..

17 Quality assurance requirements

The *Contractor* shall comply with the quality assurance criteria and constraints as per National and Eskom standards and guidelines prescribed for the SHEQ file. This may from time to time be updated and will be adhered to at all times for the duration of the contract.

18 Procurement

All Procurement for supplies on this contract must be sourced locally, within the borders of South Africa. The immediate community for Hendrina Power Station includes Pullenshope, Hendrina and Middelburg.

19 People

20 Minimum requirements of people employed (inclusive of the key staff)

- 21 1 x Site Manager
- 22 1 x Assistant Site Manager
- 23 1 x Administration Clerk
- 24 10 x Cashiers
- 25 1 x Storeman Inventory Control
- 26 1 x Senior Chef
- 27 3 x Cook Supervisors
- 28 10 x Cooks
- 29 2 x Drivers
- 30 8 x Cleaners
- 31 1 x SHEQ Officer
- 32 1 x SHEQ Supervisor

33 BBBEE and preferencing scheme

The Supplier will maintain the level of BBBEE status that they were at the stage of contract award to move to a higher level.

34 Plant and Materials

35 Specifications

The Supplier must provide the following equipment:

- An IT system tracking meals ordered in full. This should show who ordered, which meal, can track monthly cost, monthly meals served, expenses, income etc.
- Point of Sale System i.e. tills
- Landline will be opened for external calls, which will be billed by Eskom, to be paid by the Contractor
- 3 x Delivery vehicles meeting the Eskom Vehicle Standards (32-345 Eskom Vehicle Safety)

36 Correction of defects

The Contractor will submit a guideline on how complaints and concerns will be handled. This will be discussed with the Service Manager and changes made accordingly. The plan will be agreed upon within 2 weeks of contract inception.

37 Contractor's procurement of Plant and Materials

All supplies to be utilised on this contract will be sourced locally, within the boundaries of South Africa.

38 Tests and inspections before delivery

Quality check points:

Fresh Fruit:

- Be uniform in shape and size
- Be free of blemishes (specs, mould, bruises)
- Have good and consistent shape and colour
- Not overly ripe, wilted or shrivelled
- Firm, clean, free from defect, fully matured and well formed

Vegetables:

- Crisp and firm in texture and to the touch
- Free from any defects such as bruises, decay or damage
- Fresh in appearance with bright colour
- Not wilted or shrivelled

Meat:

Pork

Colour: Bright pink in young animals, deeper rose in older

Texture: Uniform, fine grained and firm

Lamb

Colour: Light to darker pink, reddish in mutton

Texture: Fine grained, smooth and uniform

Beef

Colour: Light, bright red

Texture: Fine grained, velvety and firm

Fish

Frozen fish should be solidly frozen, clear in colour and free of ice crystals

Starch:

To retain their quality, starch should be stored in undamaged packaging or in a tightly lidded container.

39 Working on the Affected Property

Eskom will supply the canteen premises, which must be kept clean in all areas by the Contractor – this includes the canteen kitchen, tuck shop, dining hall and the pavement 4 meters in all directions around the canteen and all of its buildings.

Eskom will supply water on the premises which must be used consciously.

Eskom will supply electricity on the premises which must be used constantly.

Eskom will supply equipment listed in 40 which must be used in correct and safe manner, and adherence must be given to maintenance downtime. It will be the Contractors' responsibility to plan meals around planned maintenance of which the Employer will inform the Contractor a work week (5 days) in advance.

40 Employer's site entry and security control, permits, and site regulations

Each person working for the Contractor or on this contract will be required to be medically evaluated and found fit, undergo Safety Induction and must at all times be able to present a valid access permit to Hendrina Power Station when attempting to enter or when on site.

These access permits, as well as permits for vehicles will be revaluated from time to time as seen fit by the Eskom Security Department.

41 People restrictions, hours of work, conduct and records

It is very important that the *Contractor* keeps records of his people working on the Affected Property, including those of his Subcontractors. State that the *Service Manager* shall have access to them at any time. These records may be needed when assessing compensation events.

The Employer reserves the right to have any member of the Contractor personnel removed from Hendrina Power Station and access denied.

42 Health and safety facilities on the Affected Property

The Contractor shall ensure that there is a First Aid box available at the site office, and that a trained First Aider are present whenever there are site meetings taking place.

The Contractor shall make every effort to ensure that their employees are safe and operate in healthy conditions.

43 Environmental controls, fauna & flora

All environmental regulations must be adhered to at all times.

44 Cooperating with and obtaining acceptance of Others

The Contractor shall work with the Service Manager, the respective Health, Safety, Environmental and Quality Departments to ensure that all laws and guidelines are adhered to at all times. The Contractor will also work with the Service Manager to ensure customer satisfaction and make every effort to ensure that high quality of service and catering is maintained.

45 Records of *Contractor's* Equipment

Any equipment brought onto site by the Contractor, must be declared with Security. This declaration must be available to remove the equipment from site again.

46 Equipment provided by the *Employer*

Canteen Premises:

Eskom, Hendrina Power Station will supply the following:

- An office with a desk and chair in the canteen area
- One landline phone (internal calls only)
- Electricity
- Water
- Geyser
- Walk-in refrigerator and freezer
- Air-conditioning and ceiling
- Extraction fan
- Tables and chairs for the dining area
- Lockers for the staff change rooms
- Built-in safe

- Food preparation tables and work counters
- Sinks (kitchen and scullery)
- Stainless steel counters
- Vegetable Grater
- Potato Peeler
- Work Bench with thick cutting board
- Food Warmer
- Convection Oven
- Tilting Pan
- Capdan Pot (double)
- Dishwasher
- Bone Cutter
- Industrial Oven
- Flat Top Griller
- Microwave Oven
- Pots
- Wooden Trays
- Chest Freezer
- Shelves
- 20L Double Fryer
- Bain Marie Display Units (2)
- Bain Marie Inserts
- Strainers
- Display Fridges
- Mixer
- Pie Warmer
- Tables and Chairs for the Dining Hall
- Chips Dump Station (double)
- Flat Top Griller
- Wheely Bins

47 Site services and facilities

48 Provided by the *Employer*

Eskom will supply water on the premises which must be used consciously.

Eskom will supply electricity on the premises which must be used constantly.

Eskom will supply equipment listed in 40 which must be used in correct and safe manner, and adherence must be given to maintenance downtime. It will be the Contractors' responsibility to plan meals around planned maintenance of which the Employer will inform the Contractor a work week (5 days) in advance.

49 Provided by the Contractor

The Supplier must provide the following equipment:

- An IT system tracking meals ordered in full. This should show who ordered, which meal, can track monthly cost, monthly meals served, expenses, income etc.
- Point of Sale System i.e. tills
- Landline will be opened for external calls, which will be billed by Eskom, to be paid by the Contractor
- 3 x Delivery vehicles meeting the Eskom Vehicle Standards (32-345 Eskom Vehicle Safety)

50 Tests and inspections

51 Materials facilities and samples for tests and inspections

The Contractor shall conduct a quarterly independent audit, keep the records and report the findings to the Service Manager.

The Contractor shall conduct monthly internal audits, keep the record and report the outcomes to the Service Manager.

The Contractor shall conduct quarterly swab tests, keep records and report the outcomes to the Employers Agent.

52 Key Performance Indicators

| Area | Indicator | Weight |
|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Food Safety | Swab tests done with clear results Work stations separated properly Colour coding used Hand washing done properly Food safety reflecting on daily toolbox talk Sanitiser available at all work stations at all times Safe temperature maintained around food | 20% |
| Food Service | Waiting time per order All tills working as per requirement, at least 20 minutes 90% of the time Presentation of food attractive and hygienic Servers is courteous and identifiable with a name tag A supervisor is overseeing the front of house at all times during the main lunch period Food is served as per approved menu Deviations is reported beforehand (max 5%) | 20% |
| Complaint Handling | Customer satisfaction system in place and functional All complaints received followed up and corrected | 10% |
| Cleaning | Cleaning as per approved cleaning schedule Facilities and surroundings kept clean at all times | 10% |
| Safety | Incidents recorded and investigated as per procedure Safety forms part of daily toolbox talks PPE worn correctly at all times – no deviations | 10% |
| Staffing | Staff as per structure at all times Temporary employees used for periods of long absence | 10% |
| Stock Availability | Sufficient stock available at all times | 20% |

53 Low Services Damages

| Score on KPI's | Percentage Fee to be deducted |
|----------------|----------------------------------------------------------------|
| >80% | No percentage deducted |
| >60% and <80% | 5% of each assessment amount will be deducted until corrected |
| <60% | 10% of each assessment amount will be deducted until corrected |