



NEC3 Term Service Contract (TSC3)

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

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

for [•]PROVISION OF CATERING SERVICE AND
CLEANING AT MATLA POWER STATION FOR 24
MONTHS ON AN AS AND WHEN REQUIRED BASIS

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

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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

Form of Offer & Acceptance

Offer

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

PROVISION OF CATERING SERVICE AND CLEANING AT MATLA POWER STATION FOR 24 MONTHS ON AN AS AND WHEN REQUIRED BASIS

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

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

Options A	The offered total of the Prices exclusive of VAT is	R
	Sub total	
	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

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

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

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name &
signature
of witness

Date

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

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

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the Law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	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.	[•]
	Fax No.	[•]

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

10.1	The <i>Service Manager</i> is (name):	Zodwa Gumbi
	Address	Matla Power Station Kriel Delmas Road 2271
	Tel	017 612 9153
	Fax	
	e-mail	[•]Gumbiz@eskom.co.za
11.2(2)	The Affected Property is	[•]Matla Power Station
11.2(13)	The <i>service</i> is	PROVISION OF CATERING AND CLEANING SERVICE AT MATLA POWER STATION FOR 24 MONTHS ON AN AS AND WHEN REQUIRED BASIS
11.2(14)	The following matters will be included in the Risk Register	[•] As stipulated in the SOW.
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	[•] Immediately
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	[•] 2 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	TBC
30.1	The <i>service period</i> is	[•] 60 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	The 25 day of each successive month
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	[•]4 Weeks

51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption “Money Rates” in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	Compensation events	Not Applicable
7	Use of Equipment Plant and Materials	Not Applicable
8	Risks and insurance	As stated in the contract
80.1	These are additional <i>Employer's</i> risks	1. [•] N/A 2. [•]N/A 3. [•]N/A
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	as stated for “Format TSC3” available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance).
83.1	The <i>Employer</i> provides these additional insurances	as stated for “Format TSC3” available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance)
83.1	The <i>Contractor</i> provides these additional insurances:	[•]
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	the amount of the deductibles relevant to the event described in the “Format TSC3” insurance policy available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx

83.1	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of [•]	
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)..
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the 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).
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
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 place where arbitration is to be held is The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body. [Eskom Matla Power Station,] South Africa the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
---------	---	---

12 Data for secondary Option clauses

X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	[•].One month prior to tender closing date		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
	[15%]	non-adjustable		
100.00				
X17	Low service damages			
X17.1	The <i>service level table</i> is in	[The penalty will be as follows: Rate per kg as stipulated in the price list for this contract will be deducted for each day that pass for the service provider failure to deliver as per the terms of this contract		
X18	Limitation of liability			
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)		
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event described in the “Format TSC3” insurance policy available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx		
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of the total of the Prices at the Contract Date and		

X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	- the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works / maintenance policies available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for - Defects due to his design, plan and specification, - Defects due to manufacture and fabrication outside the Affected Property, - loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), - death of or injury to a person and - infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	[•] N/A.
X19	Task Order	Task orders will be issued as when required for work required and every time additional work is required and additional Task order will be issued.
Z	The <i>additional conditions of contract</i> are	Z1 to Z11 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 Ethics

- Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor's* obligation to Provide the Service or taking any other action as appropriate against the *Contractor* (including civil or criminal action).
- Z4.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if the *Contractor* (or any member of the *Contractor* where the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

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

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

Z5 Confidentiality

- Z5.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that

the provisions of this clause are complied with by the recipient.

- Z5.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z5.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z5.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z5.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z6 Waiver and estoppel: Add to core clause 12.3:

- Z6.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Service Manager* or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

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

- Z7.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
 - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
 - undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Z7.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

- Z8.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.

- Z8.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z8.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z9 Notifying compensation events

- Z9.1 Delete the last paragraph of core clause 61.3 and replace with:

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

Z10 *Employer's* limitation of liability

- Z10.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z10.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

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

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

Annexure A: Insurance provided by the Employer

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

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

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

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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
C	Target contract with price list
11.2(12)	The <i>price list</i> is in
11.2(20)	The tendered total of the Prices is R
E	Cost reimbursable contract
11.2(12)	The <i>price list</i> is in



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

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

Important Note:

Tenderers shall allow in their rates for the cost of all consumable materials, labour, profit, supervision, insurance, toll fees, transport and all other costs which may be incurred in the proper execution of the service. This could also include, but not be limited to, levies payable to any industrial councils, the cost of compliance to legislation, Health and Safety, compliance with Labour Legislation, National Road Traffic Act and Legislations, etc. that may be due by the contractor.

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

C3.1: EMPLOYER'S SERVICE INFORMATION

Contents

When the document is complete, insert a 'Table of Contents'. To do this go to: Insert, → Reference, → Index and tables → Table of Contents. Three levels and the title (but not the subtitle) may be shown if the formats used in this template are retained.

Otherwise insert list of contents manually.

Part 3: Scope of Work 2

C3.1: Employer's service Information iii

1	Description of the <i>service</i>	v
1.1	Executive overview	v
1.2	<i>Employer's</i> requirements for the <i>service</i>	Error! Bookmark not defined.
1.3	Interpretation and terminology	Error! Bookmark not defined.
2	Management strategy and start up.	xiii
2.1	The <i>Contractor's</i> plan for the <i>service</i>	xiii
2.2	Management meetings	xiv
2.3	<i>Contractor's</i> management, supervision and key people	xiv
2.4	Provision of bonds and guarantees	Error! Bookmark not defined.

2.5	Documentation control.....	Error! Bookmark not defined.
2.6	Invoicing and payment.....	xiv
2.7	Contract change management	Error! Bookmark not defined.
2.8	Records of Defined Cost to be kept by the <i>Contractor</i>	Error! Bookmark not defined.
2.9	Insurance provided by the <i>Employer</i>	xv
2.10	Training workshops and technology transfer.....	Error! Bookmark not defined.
2.11	Design and supply of Equipment.....	Error! Bookmark not defined.
2.12	Things provided at the end of the <i>service period</i> for the <i>Employer's</i> use	xv
2.12.1	Equipment	Error! Bookmark not defined.
2.12.2	Information and other things	Error! Bookmark not defined.
2.13	Management of work done by Task Order	Error! Bookmark not defined.
3	Health and safety, the environment and quality assurance	xv
3.1	Health and safety risk management	xv
3.2	Environmental constraints and management	xv
3.3	Quality assurance requirements	xv
4	Procurement	xvi
4.1	People.....	xvi
4.1.1	Minimum requirements of people employed	xvi
4.1.2	BBBEE and preferencing scheme	xvi
4.1.3	Accelerated Shared Growth Initiative – South Africa (ASGI-SA)	xvi
4.2	Subcontracting	xvi
4.2.1	Preferred subcontractors	xvi
4.2.2	Subcontract documentation, and assessment of subcontract tenders	xvi
4.2.3	Limitations on subcontracting	xvi
4.2.4	Attendance on subcontractors	xvi
4.3	Plant and Materials	xvi
4.3.1	Specifications	xvi
4.3.2	Correction of defects	xvi
4.3.3	<i>Contractor's</i> procurement of Plant and Materials	xvi
4.3.4	Tests and inspections before delivery	xvi
4.3.5	Plant & Materials provided “free issue” by the <i>Employer</i>	xvii
5	Working on the Affected Property	xvii
5.1	<i>Employer's</i> site entry and security control, permits, and site regulations.....	xvii
5.2	People restrictions, hours of work, conduct and records.....	xvii
5.3	Health and safety facilities on the Affected Property	xvii
5.4	Environmental controls, fauna & flora.....	xvii
5.5	Cooperating with and obtaining acceptance of Others.....	xvii
5.6	Records of <i>Contractor's</i> Equipment.....	xvii
5.7	Equipment provided by the <i>Employer</i>	xvii
5.8	Site services and facilities.....	xvii
5.8.1	Provided by the <i>Employer</i>	xvii
5.8.2	Provided by the <i>Contractor</i>	xvii
5.9	Control of noise, dust, water and waste	xviii
5.10	Hook ups to existing works	xviii
5.11	Tests and inspections	xviii
5.11.1	Description of tests and inspections	xviii
5.11.2	Materials facilities and samples for tests and inspections	xviii
6	List of drawings	xix
6.1	Drawings issued by the <i>Employer</i>	xix

1 Description of the service

1.1 Executive overview

Provision of Catering and cleaning Services to Matla Power Station for the period of five (2) years on as and when required basis

1.2 DESCRIPTION OF THE SERVICE

SERVICE INFORMATION - SCOPE OF WORK

The provision of catering and cleaning services for a period of 24 months(2 years) at Matla Power Station, ECAS on an as and when required basis.

1. DESCRIPTION OF THE SERVICE

The Supplier is required to provide catering and cleaning services for Matla employees and its visitors at Matla Power Station Canteen (excluding contractors). Meals will be provided 7 days a week as per the Working Hours and Service Schedule information below.

Eskom will provide the supplier with a fully equipped kitchen, stock (groceries) that will be managed by Eskom and building, which will be utilised for food storages, preparation areas, all equipment, crockery, cutlery, and foodstuff.

The kitchen staff will work together with Eskom catering employees to meet Eskom's goal to satisfy its customers. Canteen Management remains Eskom's responsibility. The supplier will provide Management and Supervision of contracted staff.

Key areas:

1. Food Preparation
2. Food Cooking
3. Food Service
4. Food Preservation
5. Food Safety and Hygiene
6. Housekeeping and Cleaning

➤ SPECIFICATIONS

- Provision of **27(TWENTY SEVEN)** skilled and experienced staff
- Medical fit to work in a hot environment, standing long hours.
- To adhere to all food safety and food hygiene practices (SANS 10049:2011) (Act No. 85 of 1993)
- Labour Rate quoted must not be below minimum rates of skill quoted as specified by the department of labour, and if Sectorial rates are below minimum rates, the Supplier will be disqualified.
- Contractor employees be paid rates as quoted in the enquiry, failure by contractor to pay rates as per the order will result in immediate termination of the order.
- Within 5 working days of the commencement of the order, the Supplier is to submit to the Eskom representative signed employment contracts reflecting the same hourly rates as quoted and accepted as per the order.
- Tenderers must ensure that all overheads including all employee benefits (UIF, Leave pay, bonuses are included in the management costs, failure to include all costs should not result in penalties imposed on employee payment rates.
- Should food quality be not of an acceptable standard, the supplier is to provide remedial action plan within two working days.
- Supplier is also responsible to ensure compliance to hygiene standard that are put into place and corrective action and disciplinary process must be taken for employees who fail to adhere to the standard.
- Supplier to ensure that all PPE quote on the price list are issued out to employees before the first month end.

- **NB:** Medical certificates, PPE and Training Certificates belong to Eskom, The supplier to submit back all the training Certificate, Medicals and PPE at the end of the contract.

2.CLEANING AND SANITATION

Cleaning and Sanitation

Daily Cleaning will be as follows:

- Washing of dishes, pots , crockery and equipment , etc.
- Cleaning floors , bathrooms , conference rooms e, etc.
- Cleaning of storerooms and fridges
- Cleaning of stoeps, paving
- Removing and cleaning of waste bins
- Removing and Packing of furniture as required
- Assisting with room and table set up for meeting and events
- Any other ad hoc duties

The service provider should be able to provide specialised cleaning such as high rise wall and window cleaning or have a letter of intent from the reputable service provider to provide such services.

The cleaning service for the Canteen building will be as follows:

3.Specialised Cleaning

- Cleaning of extractor fan and issuing of compliance certificate quarterly.
- Washing of high rise walls, ceilings and windows for grease and food stains using pressure washer quarterly or as required.
- Scrub floors with electric floor scrubber once a twice a month
- Deep cleaning of kitchen using high pressure steam, and all kitchen equipment(e.g fridges, walls, ovens, pots etc)
- Calibrating of fridges and freezer thermometer.
- Pressure washer the loading bay
- Provide spec tank for pot washing and Bain marine.
- Service of grease fat trap
- **Canteen Facility Pest Control**
 - Rodent control around the Site Mess Building
 - Insect killer 40w inside the kitchen
 - Bird control
 - Fly control in the kitchen and dining hall
 - Rats Bait Station around the Site Mess Building
- Quarterly calibration of scales.
- Quarterly calibration of Thermometers

CLEANING CHEMICALS SPECIFICATIONS:

- The Supplier to provide training to all staff on chemical handling, SDS Provide support as and when required. Supplier must ensure that chemical delivered to Matla Power Station SDS for each cleaning chemical supplied.
- The Supplier to provide training to the staff on the operation of the dosing system. Provide technical assistance as and when required by the end user.

The supplier shall ensure that national standards are followed:

The product/s offered must comply with all laws and regulations as amended that are applicable to the supply contract. In this regard, special reference is made to the following acts and standards, which do not constitute an exhaustive list:

- SABS 1828: 2000: Cleaning Chemicals for use in the Food Industry.
- SANS 9001:2008: Quality management systems
- SANS 10228: The identification and classification of dangerous goods for transport.
- SANS 10229-1: Transport of dangerous goods – Packaging for road and rail transport.
- SANS 11014-1/ISO 11014-1 (SABS ISO 11014-1), Safety data sheet for chemical products
- Food stuff, Cosmetic and Disinfectant Act (Act of 54 of 1972

Supply of SABS certified / compliant cleaning detergents and certified materials to fulfil the cleaning obligation.

- a) Disinfectants and detergent-disinfectants shall not contain perfumes. They shall not leave an objectionable odor, nor shall they impart any color, odour or flavor to food products, when they are used in accordance with the manufacturer's recommendations.
- b) The manufacturer of the disinfectants and detergents must provide sufficient evidence to establish the safety of all raw materials used in the formulation of these products and shall provide such evidence to the end user, as required. The evidence should prove that the raw materials are free from contaminants or trace components in quantities that could prove harmful to human beings or leave toxic residues on food or food processing equipment when the products are used in accordance with the manufacturer's recommendations.

Evidence to this effect shall include one or more of the following:

- Certification by a recognized authority.
- Material safety data sheets in accordance with SABS.
- Certificates of analysis and any other relevant information •
- The products must be packed as to ensure their safe and secure transportation and handling. The packaging of disinfectants and detergent-disinfectants that are classified as dangerous goods in terms of SABS 0228 shall comply with the relevant provisions of SABS 0229.
- The labels of disinfectants and detergent-disinfectants classified as dangerous goods in terms of SABS 0228 shall contain the United Nations' number and proper shipping name and shall comply with the relevant provisions of SABS 0229.

In addition to such markings and labels, as may be required in terms of legislation, labels that bear the following information in prominent, legible, and indelible marking shall be firmly attached to all containers of disinfectants and detergent-disinfectants:

- An indication that the product is a detergent-disinfectant, and its type.
- An indication of the purpose for which the product is suitable.
- An indication that the product is suitable for use in food processing facilities.
- Recommendations for the use of the product, including, where relevant, the various dilutions at which it will be effective.
- Hazard warnings, where relevant
- When so authorized by the relevant authority, certification marks that indicate compliance with the above standards and with other relevant standards
- Where relevant, the expiry date of the product
- The manufacturer's name or trademark, or both
- The batch identification whether the product is required to be rinsed from food contact surfaces after use
- Appropriate instructions for the storage of the product, including a warning to store away from foodstuffs

Supply and Maintenance of Vending Machines

The Service Provider will provide Coin Slot Vending machines at the Admin Main Building, between Unit 3 & 4, Security or as required. The Service Provider shall ensure that the vending machines are stocked with Cold drinks, Water, Chips, and Chocolates etc. The Service Provider shall stock the vending machines and ensure that the vending machine is keeping items cold. The Service Provider will ensure that the vending machines are available 90% of the time; the Service Provider will thus also manage the stock levels. Any contracts or agreements with vending machine companies will be the responsibility of the Service Provider and the Service Provider will ensure that it complies with standards and regulations as set out in this agreement.

1.1 The following items are a minimum items to be stocked in the vending Machines:

- Potato chips, Chocolates, Nuts, etc.
- Cold drinks, Bottled water, Energy Drinks and Fresh juices

Demand will probably determine other needs that may arise. Changes need to be approved by the Employer representative.

Resources Specifications:

SUPERVISOR (1)		
MINIMUM REQUIREMENTS	SKILLS AND COMPETENCIES	KEY RESPONSIBILITIES
• Matric + 2-year certificate in culinary studies or related qualification Experience: 3-years working experience. OR • Grade 10 + 8 years working experience in the industrial kitchen.	• Ability to work under pressure. • Communication skills • Customer service skills • High standards of hygiene • Computer literacy • Monitor performance of all employees • Advanced cooking methods	• Preparation of and the serving of meals to customer to the required standard set. • Ensure that the kitchen and serving area are clean and tidy. • Ensure all food and health and safety regulations are followed. • Manage workload. • Perform safety and hygiene practices. • Ensure that menu plans and recipes are adhered to without deviation. • Lifting Tables and chairs for sitting up for functions in different venues around the Station.

SENIOR COOKS (3)		
MINIMUM REQUIREMENTS	SKILLS AND COMPETENCIES	KEY RESPONSIBILITIES
• Matric + 3 years certificate in culinary studies • Grade 10 + 6 years working experience in the industrial kitchen	• Ability to work under pressure. • Communication skills • Stock control • Advanced cooking skills • Mass catering skills	• Undertake menu planning. • Oversee and participate in the preparation and cooking and serving of main meals, snacks, cakes, etc. in accordance with

	(food preparation methodology) Food safety and hygiene skills.	specified menus. - Determine quantities to be cooked and size of portions to be served, taking into account diets to meet medical, ethnic and personal needs. - Check quantity and quality of stock received and notify suppliers of deficiencies. - Oversee washing and cleaning of floors, crockery, utensils, work surfaces and other kitchens equipment to ensure that the necessary hygiene and health and safety standards are maintained in the kitchen and dining room as appropriate. - Ensure that the appropriate clothing, including head wear, is worn at all times in accordance with the health guidelines. - Co-operate fully with the statutory inspections and implement recommendation as appropriate. - To undertake such other duties as may be assigned from time to time
--	---	---

COOKS (9)		
MINIMUM REQUIREMENTS	SKILLS AND COMPETENCIES	KEY RESPONSIBILITIES
- Matric + 2-year certificate in culinary studies or related qualification Experience: 1-year working experience. OR - Grade 10 + 5 years working experience in the industrial kitchen.	- Knowledge of the industrial cooking equipment - Communication - Stock control - Advanced cooking methods - Mass catering skills (food preparation methodology) - High standards of hygiene	- Assisting in the food preparation process - Cooking and preparing elements of high-quality dishes - Preparing vegetables, meats and fish - Assisting other Chef. - Helping with deliveries and restocking. - Assisting with stock rotation cleaning stations - Contributing to maintaining kitchen and food safety standards. - Basic knowledge of all sections

		• Ability to work under supervision of a limited range. • Ability to produce good quality basic food. • Understanding of health and safety • Understanding of food hygiene practices • Good oral communication • Team management skills • High level of attention to detail • Good level of numeracy • Enthusiasm to develop your own skills and knowledge plus those around you. • Adaptability to change and willingness to embrace new ideas and processes. • Ability to work unsupervised and deliver quality work. • Positive and approachable manner • Ensure that the appropriate clothing, including head wear, is worn at all times in accordance with the health guidelines
--	--	---

WAITERS (6)

MINIMUM REQUIREMENTS	SKILLS AND COMPETENCIES	KEY RESPONSIBILITIES
• Grade 10 + 6 months working experience	• Ability to work under pressure. • Communication skills • Ability to work independently. • High standards of hygiene	• Prepare salads as per the menu • Prepare fast food in the cafeteria. • Deliver food around the station. • Perform safety and hygiene practices. • Work at the till at Cafeteria • Lifting Tables and chairs for sitting up for functions in different venues around the Station. Ensure that the appropriate clothing, including head wear, is worn at all times in accordance with the health guidelines.

CLEANERS (6)

MINIMUM REQUIREMENTS	SKILLS AND COMPETENCIES	KEY RESPONSIBILITIES
• Grade 10 + 6 months working experience	• Ability to work under pressure. • Communication skills • High standards of hygiene	• Keep the kitchen equipment, venues, floors and surfaces clean all the time by applying clean as you go method. • Perform safety and hygiene practices. • Lifting Tables and chairs for sitting up for functions in different venues around the Station. • Remove dustbin when they are full and wash bins after use. Ensure that the appropriate clothing,

		including head wear, is worn at all times in accordance with the health guidelines
--	--	--

SENIOR STOREPERSON (1)		
MINIMUM REQUIREMENTS	SKILLS AND COMPETENCIES	KEY RESPONSIBILITIES
Grade 12 + 2 years working experience Certificate in Stock Control / Storekeeping	- Computer literacy - Communication skills - Stock Control - FIFO and LIFO practices - Stacking and storage skills	- Issue and receive stock. - Always adhere to safety and hygiene practices. - Record daily issues and do meal costing daily. - Control Canteen stock - Ensuring that stock rotation is always maintained. - Cleaning of Dry Store and Fridges on the daily basis - Record all the food wastage. - Planning and control the inventory with the supervisors. - Perform stock taking on by-weekly or monthly. - Liaison with suppliers and maintain a good working relationship. - Record temperature of fridges, dry stores and freezer on log sheet. - Ensure safe receipt of all incoming food and non-food products whilst checking quantity, quality, temperature control, shelf life etc. - To ensure that the appropriate levels of stock and ingredients are maintained and requests for replenishment are made in a timely manner to the Catering Officer for ordering. - To attend all meetings and training sessions as required - To remove any hazards and make safe any defects in the kitchen or its equipment and report any problems to the Catering Officer.

STOREPERSON (1)		
MINIMUM REQUIREMENTS	SKILLS AND COMPETENCIES	KEY RESPONSIBILITIES
Grade 12 + 2 years working experience	- Computer literacy - Communication skills - Stock Control - FIFO and LIFO practices - Stacking and storage skills	- Issue and receive stock. - Always adhere to safety and hygiene practices. - Record daily issues and do meal costing daily. - Control Canteen stock - Ensuring that stock rotation is always maintained. - Cleaning of Dry Store and Fridges on the daily basis - Record all the food wastage.

		• Planning and control the inventory with the supervisors. • Perform stock taking on by-weekly or monthly. • Liaison with suppliers and maintain a good working relationship. • Record temperature of fridges, dry stores and freezer on log sheet. • Ensure safe receipt of all incoming food and non-food products whilst checking quantity, quality, temperature control, shelf life etc. • To ensure that the appropriate levels of stock and ingredients are maintained and requests for replenishment are made in a timely manner to the Catering Officer for ordering. • To attend all meetings and training sessions as required • To remove any hazards and make safe any defects in the kitchen or its equipment and report any problems to the Catering Officer.
--	--	--

4.WORKING HOURS

Normal Working Hours (all) Monday to Thursday: 07:00 – 16:15 Friday: 07:00 – 12:00	There might be requests to work outside of normal working hours, however this is limited and on request only. (Overtime Monday-Thursday : 1 hr = 2.5)
Saturday, Sunday, (2 Cooks and 1 Senior Cook, 2 Waiters, 3 Cleaners per weekend once a month However this will depend on the Roster which is scheduled by the Catering Officer) Working hours: 07:00-15:00 (Contractor employees will be notified and reimbursed accordingly if there is a need to work outside these hours)	The price list makes provision for these hours. (1 hr represents the following): Saturday : 1 hr = 1.5 Sunday : 1 hr = 2

5.SERVING SCHEDULE

Monday-Thursday 10:30 – 15:00	Friday 10:30 – 15:00	Saturday, Sunday 11:00 – 15:00
Apr. 500 people per day	Apr 100 people per day	Apr 150 people per day
Meal of the day for Eskom Employees is mainly served at the Canteen and on special request in other areas such as training rooms and boardrooms as per the times requested		

6.SPECIAL CATERING ON REQUEST

Breakfast 07:30 – 10:00 Monday - Friday	Lunch 10:30-11:30 Monday - Thursday
--	--

7.HEALTH AND SAFETY REQUIREMENTS

The Supplier will comply with the following:

- Matla Power Station Health and Safety Standards as per Matla Power Station Contractors Safety manual. This manual will be handed over on contract award.
- Adhere to the OHS Act 85 of 1993, HACCP principles, ISO 22000,
- All staff will undergo a one-day Safety Induction training course preferable one week before site occupation.
- Adhere to Eskom and Matla Power Station's zero tolerance for non-compliance to any of Eskom's and / or Matla Power Station's safety rules and regulations.

8.Training

Staff member should be trained on the following (1 person)

1. First aid Level 1 and 2
2. HIRA (hazard identification & risk assessment)
3. Stacking and storage
4. Incident/accident investigation.
5. SHE (Safety Health & Environment)
6. Evacuation
7. Fire Warden
8. Environmental Rep
9. Food Handler
10. Food Safety & Hygiene

The supplier to ensure that all personnel are adequately trained prior commencement of the contract, If employee is not trained, The supplier is to submit within 5 working days the training programme to Eskom representative indicating scheduled training within one (1)month of the commencement of the order and all trainings should be completed within that month. **NB Eskom will advise on which quoted trainings the Personnel's will be trained.**

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
HIRA	Harzard Identification & Risk Assessment
FIFO	First In First Out
SDS	Safety Data Sheet

Management strategy and start up.

1.3 The Contractor's plan for the service

The service provider will be expected to have a meeting with the Service Manager within 5 days of the start of the contract to discuss the their implementation plan and all other related issues for the laundry services and also to clarify expectations for both parties.

1.4 Management meetings

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

Title and Purpose	Approximate time and interval	Location	Attended By
Overall contract progress and feedback	Quarterly on the last Friday of the month	Matla Power Station	<i>Employer, Contractor, and contract Supervisor</i>
Assessments	25 th of every month - 13h00 to 14h00	Offices Services/to be confirmed	<i>Employer's rep, Contractor's</i>

Meetings

All meetings will be chaired and co-ordinated by the relevant people. Records i.e. minutes and signed attendance registers of these meetings shall be submitted to the Service Manager by the person conveying the meeting within five (05) working days after 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.

1.5 Contractor's management, supervision and key people

An organogram to be supplied by the contractor depicting resources to be utilised for the service:

- All Staff needed for the day-to-day execution of Catering and Cleaning Services

1.6 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 other as required)

Add procedures for invoice submission and payment (e. g. electronic payment instructions)

1.7 Insurance provided by the *Employer*

N/A

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

N/A

1. Health and safety, the environment and quality assurance

1.3 Health and safety risk management

The Contractor shall also be required to compile a comprehensive SHE file with all the applicable documentation and appoints as per the requirements. The file will have to be approved by the Employer's Safety Department before any work on site may commence.

The Contractor must ensure that after the SHE file has been approved all his personnel which will work on site attends a Health, Safety and Environmental Induction Course presented at the Power Station free of charge prior to commencement with the Works

The contractor shall provide his employees with appropriate protective equipment to perform the laundry services as per the scope of work.

2.1 Documentation control.

All correspondence between the *Contractor Owner*, the *Service Manager* and the *Site Supervisor* will be done in writing following these rules.

- All letters etc. bears the sender's signature.
- All letters to have a valid company logo or letter head.

Correspondence sent via E-mail:

- Call for service requests will be done via email or portable phone communication as it will be an everyday thing, there won't be a need for writing a letter.
- The letter is to be saved in PDF format and sent as an attachment to the receiver.

No other forms of correspondence are acceptable, nor will it be deemed contractually binding.

All correspondence not transmitted with one of the methods described above will be deemed as informal communication and not contractually binding. Only when a correspondence has been acknowledged for receipt by the receiver by the above will be deemed contractually binding.

1.4 Environmental constraints and management

The Service provider is to comply with all Matla Power Station Environmental management requirements.

1.5 Quality assurance requirements

Regular quality check will be conducted of all laundry to ensure quality of work is maintained at all times

2. Procurement

2.3 People

2.3.1 Minimum requirements of people employed

N/A

2.3.2 BBBEE and preferencing scheme

The contractor is expected to submit a valid BBBEEE certificate

2.3.3 Accelerated Shared Growth Initiative – South Africa (ASGI-SA)

N/A

2.4 Subcontracting

2.4.1 Preferred subcontractors

N/A

2.4.2 Subcontract documentation, and assessment of subcontract tenders

N/A

2.4.3 Limitations on subcontracting

N/A

2.4.4 Attendance on subcontractors

N/A

2.5 Plant and Materials

2.5.1 Specifications

The laundry is to be collected and delivered back to Matla Power Station.

2.5.2 Correction of defects

Any defect by the service provider are to be rectified within 24 hours at the cost of the service provider.

2.5.3 Contractor's procurement of Plant and Materials

N/A

2.5.4 Tests and inspections before delivery

Quality inspection will be conducted when laundry is being delivered and Service provider notified of the defects

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

The Canteen will provided to be utilised by service provider employees to provide catering service to Matla Power Station

3. Working on the Affected Property

3.3 *Employer’s* site entry and security control, permits, and site regulations

The Service provider and their employees are to comply with Eskom Life - saving rules and must attend induction prior to work commencement.

3.4 People restrictions, hours of work, conduct and records

. The service providers employees are to be presentable, well mannered and conduct themselves professionally at all times and adhere to working stipulated or as advised by the Service Manager

3.5 Health and safety facilities on the Affected Property

The *Employer* does have a Medical centre on site with an ambulance service and trained medical personnel in case of emergencies.

Also on site is a Fire service with a fire truck and trained Proto team members for emergencies.

3.6 Environmental controls, fauna & flora

N/A

3.7 Cooperating with and obtaining acceptance of Others

The service provider is to communicate with the Service Manager as and when required

3.8 Records of *Contractor’s* Equipment

The Contractor will keep record of all his equipment used on site. Such records will state serial numbers as well as safety certificates and all safety inspection sheets. `This sub-paragraph is intended to address how records are to be kept of Equipment on Site including whether it is owned or hired. Include any constraints about scaffolding, rigs, heavy lifts and cranes, including removal from the Affected Property.

3.9 Equipment provided by the *Employer*

The Employer will provide no equipment but in an emergency the Contractor can discuss with the Employer certain needs for assistance.

3.10 Site services and facilities

3.10.1 Provided by the *Employer*

N/A

3.10.2 Provided by the *Contractor*

N/A

3.11 Control of noise, dust, water and waste

Control of above to be done to prevent any negative effect on Matla employees on others as well as the community.

3.12 Hook ups to existing works

N/A

3.13 Tests and inspections

3.13.1 Description of tests and inspections

The Service Manager or assigned employer Representative will inspect , test or taste all food prepared together with the contractor Supervisor and advice the Contractor Supervisor if any correction need to be made.

3.13.2 Materials facilities and samples for tests and inspections

Physical inspection, Tasting, swabs and Lab Analyses will be used and contractor to address all deviation noted within the stipulated time frames.

4. List of drawings

4.3 Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

Drawing number	Revision	Title