



## 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 MANAGEMENT AND  
CATERING SERVICE AT HENDRINA POWER STATION  
FOR A PERIOD OF FIVE (05) YEARS

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CONTRACT No. [Insert at award stage]

**PART C1: AGREEMENTS & CONTRACT DATA**

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[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the Employer	[•]
C1.2b Contract Data provided by the Contractor	[•]
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## 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 MANAGEMENT AND CATERING SERVICES AT HENDRINA POWER STATION FOR FIVE (05) YEARS

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 Service Provider 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 <sup>1</sup>	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 Service Provider 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:

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<sup>1</sup> 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) \_\_\_\_\_  
Tebogo Lekalakala  
 Power Station General Manager,  
 Hendrina Power Station

Name(s) \_\_\_\_\_

Capacity

for the  
 Employer Eskom Holdings SOC Ltd, Hendrina Power Station, 1 Impala Street, Pullenshawe, Private Bag  
 X1003, Pullenshawe, 1096  
 (Insert name and address of organisation)

Name &  
 signature of  
 witness \_\_\_\_\_ Date \_\_\_\_\_ Note: If a tenderer wishes to  
 Offer and  
 Acceptance. Eunice Thulo submit alternative tenders, use  
 another copy of this Form of \_\_\_\_\_

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	[•]	[•]
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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)

For the Employer

Signature \_\_\_\_\_  
**Tebogo Lekalakala**  
Eskom Holdings Soc Ltd, Hendrina Power  
Station, 1 Impala Street, Pullenshawe,  
Private Bag X1003, Pullenshawe, 1096

(Insert name and address of organisation)

Eunice Thulo

Name & \_\_\_\_\_

\_\_\_\_\_

signature \_\_\_\_\_  
of witness \_\_\_\_\_

Date

## C1.2 TSC3 Contract Data

### Part one - Data provided by the Employer

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

Clause	Statement	Data
1	General	<p>The conditions of contract are the core clauses and the clauses for main Option:</p>

A: Priced contract with price list

dispute resolution Option  
and secondary Options

W1: Dispute resolution procedure

X1: Price adjustment for inflation

X2 Changes in the law

X17: Low service damages

X19: Task Order

X20 : Key performance indicators

Z: Additional conditions of contract

of the NEC3 Term Service Contract April  
2013<sup>1</sup> (TSC3)

10.1	The Employer 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 Service Manager is (name):	
	Address	Hendrina Power Station, Gigawatt Building, Support Services Department
	Tel	013 296 3139
	e-mail	
11.2(2)	The Affected Property is	Hendrina Power Station
11.2(13)	The service is	The Provision of Canteen Management and Catering Services at Hendrina Power Station for Five (05) years
11.2(14)	The following matters will be included in 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 law of the contract is the law of	the Republic of South Africa
13.1	The language of this contract is	English

<sup>1</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 [www.ecs.co.za](http://www.ecs.co.za)

13.3	The period for reply is	1 Day, 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 Service Provider in Part 2 and terms in <i>italics</i> used in this section are identified elsewhere in this Contract Data
21.1	The Contractor submits a first plan for acceptance within	1 weeks of the Contract Date
3	Time	
30.1	The starting date is.	[•]
30.1	The service period is	05 Years
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in <i>italics</i> used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The assessment interval is	between the 25 <sup>th</sup> day of each successive month (30 days apart).
51.1	The currency of this contract is the	South African Rand
51.2	The period within which payments are made is	60 Days.
51.4	The interest rate 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</p> <p>question, adjusted mutatis mutandis every 6 months thereafter (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.</p>

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 Employer's 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 Contractor 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 Adjudicator	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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). 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 Adjudicator nominating body 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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.
W1.4(2)	The tribunal is:	Arbitration
W1.4(5)	The arbitration procedure 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	Johannesburg 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 of the Association of Arbitrators (Southern state who selects an arbitrator, is Africa) or its successor body.

X1	Price adjustment for inflation						
X1.1	The base date for indices is  The proportions used to calculate the Price Adjustment Factor are:  Prices will be fixed and firm for the first 16 months, calculated from the base date and thereafter CPA adjustments will apply	Proportion 50% 20% 15% 15%	single date – will update. are suggested, will be negotiated linked to index C3 (Labour) L2-A SEIFSA (Transport) D3 SEIFSA (Consumables) Fixed	Index prepared by for SEIFSA			
X2	Changes in the law						
X17	Low service damages						
X17.1	The service level table is in	The penalty of 10% of the task order will be deducted should the contractor fails to action the task as required by the employer					
X18	Limitation of liability						
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	R0.0 (zero Rand)					
X18.2	For any one event, the Contractor's liability to the Employer for loss of or event damage to the Employer's property is limited to						
	The Contractor's liability for Defects due to The greater of his design of an item of Equipment is limited						

	to	<input type="checkbox"/> the total of the Prices at the Contract Date and <input type="checkbox"/> the amounts excluded and unrecoverable from the Employer's insurance (other than the resulting physical damage to the Employer's property which is not excluded) plus the applicable deductibles
X18.3	The Contractor's total liability to the	the total of the Prices other than for the
X18.4	Employer, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	additional excluded matters.  The Contractor's total liability for the additional excluded matters is not limited.  The additional excluded matters are amounts for which the Contractor is liable under this contract for <ul style="list-style-type: none"><li>• Defects due to his design, plan and specification,</li><li>• Defects due to manufacture and fabrication outside the Affected Property,</li><li>• loss of or damage to property (other than the Employer's property, Plant and Materials),</li><li>• death of or injury to a person and</li><li>• infringement of an intellectual property right.</li></ul>
X18.5	The end of liability date is	2 months after the end of the service period.
X19	Task Order	
X19.5	The Service Provider submits a Task Order programme to the Service Manager 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 additional conditions of contract are	Z1 to Z14 always apply.

**Z1 Cession delegation and assignment**

Z1.1 The Service Provider 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 Service Provider 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 Service Provider 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 Service Provider on their behalf.

Z2.3 The Service Provider 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 Service Provider in writing.

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

Z3.1 Where a change in the Service Provider's legal status, ownership or any other change to his business composition or business dealings results in a change to the Service Provider's BBBEE status, the Service Provider notifies the Employer within seven days of the change.

Z3.2 The Service Provider 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 Service Provider's B-BBEE status has decreased since the Contract Date the Employer may either re-negotiate this contract or alternatively, terminate the Service Provider's obligation to Provide the Service.

Z3.4 Failure by the Service Provider 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 Service Provider 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 Service Provider, enters the public domain or to information which was already in the possession of the Service Provider at the time of disclosure (evidenced by written records in existence at that time). Should the Service Provider disclose information to Others in terms of clause 25.1, the Service Provider ensures that the provisions of this clause are complied with by the recipient.

Z4.2 If the Service Provider 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 Service Provider is, at any time, required by law to disclose any such information which is required to be kept confidential, the Service Provider, 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 Service Provider 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 Service Provider 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 Service Provider 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 enough 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 Service Provider, 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 Service Provider’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 Service Provider 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 Service Provider 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 Service Provider (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

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

If the Service Provider 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.

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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 Service Provider'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.

Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet Z10 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 Service Provider's obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the Service Provider 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 Service Provider's obligation to Provide the Services for this reason.

Z11.3 If the Employer terminates the Service Provider'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 Service Provider 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 Service Provider 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 Service Provider to the Employer's property	The replacement cost where not covered by the Employer's insurance.  The Employer's policy deductible as at Contract Date, where covered by the Employer's insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the Employer's insurance.  The Employer's policy deductible as at Contract Date, where covered by the Employer's insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the Employer's insurance.  The Employer's policy deductible as at Contract Date, where covered by the Employer's insurance.
The Service Provider's liability for loss of or damage to property (except the Employer's property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Service Provider) arising from or in connection with the Service Provider's 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 Contractor 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 86

by the  
Employer

86.1 The Employer provides the insurance 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 Service Provider or any other person against any and all liabilities which the Service Provider 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 Service Provider or any other person or the presence of the Service Provider or that person or any property of the Service Provider 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

Service Provider or any other person, or the presence of the Service Provider or that person or any property of the Service Provider 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 ccompliance sampling used to assess whether 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 ooccupational exposure limit.
Parallel Measurements	means mmeasurements 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 Employer's 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, normalized 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 Service Provider 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 10minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OEESM.

Z14.2 Upon written request by the Service Provider, the Employer certifies that these conditions prevail.

All measurements and reporting are affected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited, and Department of Employment and Labour approved AAIA. The Service Provider may perform Parallel Measurements and related control measures at the Service Provider'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.

## Z15. SDL & I

The supplier committed to SDL & I considerations as follows

## 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)<sup>2</sup> 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 Service Provider is (Name):  Address Tel  No.  Fax No.	
11.2(8)	The direct fee percentage is	%
	The subcontracted fee percentage is	%
11.2(14)	The following matters will be included in the Risk Register	Works Information

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or [www.ecs.co.za](http://www.ecs.co.za)

11.2(15)	The Service Information for the Contractor's plan is in:	Contract Data
21.1	The plan identified in the Contract Data is contained in:	Contract Data
24.1	<p>The key people are:</p> <p>1 Name:</p> <p>Job:</p> <p>Responsibilities:</p> <p>Qualifications:</p> <p>Experience:</p> <p>2 Name:</p> <p>Job</p> <p>Responsibilities:</p> <p>Qualifications:</p> <p>Experience:</p>	

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

A	Priced contract with price list	
11.2(12)	The price list is in	C2.2
11.2(19)	The tendered total of the Prices is	R

**PART 2: PRICING DATA**  
TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	2
C2.2	The price list	[•]

## 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 price list 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 Service Provider has completed and
- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the Contractor 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 Service Provider 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 Service Provider's plan

Clause 21.4 states "The Service Provider 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 Service Provider:

- 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 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 Service Provider 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 Service Provider 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 Service Provider 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

Item nr	Description	Unit	Expected Quantity	Rate	Price
Fixed Portion					
BILL NO 1					
PRELIMINARIES & GENERAL					
Fixed Charge and Value Related Items					
1.	Site Establishment – Fully furnished Office container, kitchen equipment, kitchen utensils etc.- Include container for dry storage, packaging, consumables and Container for hazardous chemical storeroom.	Sum	1		
2.	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		
3.	Medical Surveillance for all employees	Yearly	5		
4.	Exit Medical Surveillance for all employees	Once off	1		
5.	PPE for all employees	Yearly	5		
6.	IT Costs	Yearly	5		

7.	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		
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Time Charge Items

8.	Transport employees (home-work-home)	Monthly	60		
9.	Transport for meal deliveries on-site: 2 x Vehicles	Monthly	60		
10.	Consumables (i.e. mop heads, hygiene brooms, dustmops, sweeper, feather dusters, dust masks, bead mask ear plugs, gloves etc.)	Quarterly	60		

11.	Cleaning equipment (High pressure machine, Floor scrubber, leaf blower)	Once off	20		
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Monthly Management Fees

12.	Site Manager x 1	Monthly	60		
13.	Administration Clerk /Cashier x 8	Monthly	60		
14.	Storeman Inventory Control x 1	Monthly	60		
15.	Senior Chef x 1	Monthly	60		
16.	Assistant Chef x 2	Monthly	60		
17.	Cook supervisor x 4	Monthly	60		
18.	Cooks x 10	Monthly	60		

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19.	Drivers x 2	Monthly	60		
20.	Cleaner x 8	Monthly	60		
21.	SHEQ Officer x 1	Monthly	60		
22.	Fast food Assistant x 4 (Tuck Shop)	Monthly	60		
OSHA Compliance					
23.	Compliance with OSH Act (safety file), COA	Once off	1		
24.	Pest Control	Monthly	60		
25.	Swab Tests	Quarterly	20		
26.	Cleaning of extraction fans	Twice a year	10		
27.	Management Fee	Monthly	60		
	<b>TOTAL COST: P &amp; G</b>				

Please note that the prices for the staff employees should include all items pertaining to it including basic salary, shift allowances etc. Reminder that employees will work shifts, since the canteen is open 24 hours.

Item nr	Description	Unit	Expected Quantity	Rate	Price
Variable Portion					
BILL NO 2					

Subsidised Meals (if a person does not want starch double portion of Veg and Salad will be served), Beef Stew Boneless					
28.	Subsidised meal of the day - must comprise of a portion of any of 1 x 200 g type of meat, 1 x 100 g portion of vegetables, 1 x 100 g portion salad, 1 x 200 g portion of starch, 1 fruit and 1 drink (Coke Soft Buddy 440 ml/ Juice 330 ml(100 %) or 1 x 500 ml Water or 500 ml Milk, Braai meat on Fridays	Per Plate	558720		
29	Dagwood Roll (with a portion of chips or salad)	Each	58320		
30	Chicken Wrap served with chips or Salad)	Each	58320		
31.	Club sandwich (with a portion of chips)	Each	58320		
Subsidised Take Away Meals					
32.	Cheese and Tomato	Each	1943		
33.	Cheese and Ham	Each	1943		
34.	Cheese, Ham and Tomato	Each	1943		
36	Bacon and Egg	Each	1943		
37.	Bacon, Egg and Cheese	Each	1943		
38.	Chicken Mayo	Each	1943		
39.	Tuna Mayo	Each	1943		

Special Meals with 100 g Green Salad or 100 g Chips					
40.	Toasted/plain Chicken Mayo Tramezzini served with Salad or Chips	Each	4860		
41.	Toasted/plain Tuna Mayo Tramezzini served with Salad or Chips	Each	4860		
42.	Toasted/plain Bacon, Egg & Cheese Tramezzini served with Salad or Chips	Each	4860		
43.	Pasta (Ham and Cheese) served with salad	Each	4860		
44.	Bacon, egg and cheese Tramezzini served with chips or salad	Each	4860		
45.	Spaghetti Bolognaise (served with salad)	Each	4860		
46.	Vegetarian Meals (served with salad)	Each	4860		
47.	170 g Fish (Hake) (served with chips/salad)	Each	4860		
48.	Russians (served with 200 g chips & hotdog roll)	Each	4860		
49.	Frankfurter (served with 200 g chips & hotdog roll)	Each	4860		
50.	Fried Chips Full portion 200 g	Each	4860		
51.	Half Bread White or brown	Each	4860		
Salads					

52.	200 g Chicken Salad	Each	19440		
53.	200 g Tuna Salad	Each	19440		
54.	200 g Greek Salad	Each	19440		
Breakfast Options on brown or white bread					
55.	Option 1 Full Breakfast - 2 fried eggs, 3 rashers of bacon, grilled tomato, 100 g boerewors, 100 g chips and 2 slices of toast Option 2 Full Breakfast 2 x fried eggs, 4 x chicken wings, 100 g Chips, 2 slices of cheese and 2 slice of bread (toast brown or white)	Per Plate	126360		
Health Pack Option					
56.	Option 1 = 1 x 47 g Energy bar, variety of 2 x fruit, 2 x, 1 x 175 ml flavoured yoghurt, 1 x Leg quarter chicken portion or 180 g fish portion, 1 x 23 g provita wholewheat sachet, 1 x laughing cow cheese wedge, 1 x 330 ml 100 % juice or 500 ml water  Option 2 1 x 150 g Bran Muffin, variety of 2 x fruits, 1 x 175 g yoghurt, 2 x boiled eggs, 1 x 330 ml 100 % juice or 500 ml water  There must be at least one healthy meal available every day in addition to the Health Pack described above i.e. wrap with grilled chicken, salads.	Each	180792		
BILL NO. 3					

Vegetarian Platter (serves 10 people)				
58.	10 x Cheese Puffs 10 x Vegetable Spring roll 10 x Vegetable Samosas 10 x Mini Pizza 10 x Sundried Tomato Quiche 10 x Jalapeno & Cheese Rissole 200 ml x Sweet Chilli deep or with herb cheese dip	Each	200	
Mixed Platter 1 (M1)				
59.	10 x Beef Meatballs 10 x Chicken Kebab (Fillet) 10 x Beef Sausage roll 10 x Cocktail Pork Ribs 10 x Beef Bobotie quiche & Mince 10 x Fish Cocktails 10 x Veg Spring rolls 200 ml Sweet Chilli deep	Each	2000	
Mixed Platter 2 (M2)				
60.	10 x Ribs 10 x Veg quiches 10 x Beef kebabs 10 x Meatballs 10 x Drumstick	Each	2000	

	10 x Chicken Cordon Blue 10 x Mini Cheese Pizza 10 x Veg samosa				
Chicken Platter 1 (C 1)					
61.	10 x Chicken Sausage roll 10 x Chicken Samosa 10 x Chicken Nuggets 10 x Chicken Risssole 10 x Buffalo Wings 10 x Chicken Drumstick 1 x 200 Sweet Chilli Sauce dip	Each	2000		
Chicken Platter 2 (C 2)					
62.	10 x Chicken Sausage roll 10 x Chicken samosas 10 x Chicken nuggets 10 x Chicken Risssoles 10 x Buffalo Wings 10 x Chicken drumstick 10 x Mini Chicken kebab 10 x Mini Chicken pies 10 x Mini Chicken Cordon blue 1 x 200 Sweet Chilli Sauce dip	Each	10000		
Sweet Platter					
63.	10 x Carrot Cake Slices 10 x Koeksisters 10 x Sweet Spring roll 10 x Spring roll Choc nut fudge 10 x Mini Milk Tarts	Each	5000		

Halaal Platter					
64.	Halal Platters will be adapted from the normal and sourced from a certified kitchen	Each	200		
Fruit Platter					
65.	Spanspek Strawberry Sweet Melon Pineapple Kiwi Mix Grapes 1 x 200 ml Yogurt dip	Each	2000		
Muffin Platter 3 x 5 Assorted flavours (150 g)					
66.	Assorted muffins, savoury and sweet (including bran)	Each	2000		
Festive Catering					

67.	<p>Festive braai pack (Christmas Day and New Years' Day) for Operating, Protective Services and Maintenance employees</p> <p>1 x 200 g Wors 1 x 200 g steak</p> <p>Option 2</p> <p>1 x 260 – 300 g Leg quarter 1 x 150 g Chicken Kebab</p> <p>All served with</p> <p>1 x Hotdog roll 1 x 200 g Pap, portioned 2 x 100 g Assorted Salad, portioned 1 x 440 ml coke buddy/330 ml / 500 ml water Dessert (Malva pudding with custard/ chocolate pudding/ Fruit Salad with 175 ml yoghurt)</p> <p>Festive Hampers (1 x 36 g Simba chips, 1 x 52 g chocolate (bar one, lunch bar, crispy mint, 1 x 50 g biltong, 1 x 33 g Cheddar biscuits 1 x 500 ml water or 1 x 330 ml minute maid</p>	Each	7500		
As and when Required (Events) for 5 years per head count					
68.	Woman's day x 1500 (1500 x 5 =7500) 3 Course meal	Each	7500		
69.	Managers awards x 800 (800 x 5 = 4000) 3 course meal	Each	4000		
70.	Heritage Day 2000 (2000x 5 =10000 (Sandwich and main meal)	Each	10000		
71.	Men's day 200 (200x 5 =1000) – main meal and dessert	Each	1000		

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72.	Quality day 2000 (2000 X 5 = 10 000) Braai and Platter for 20 people	Each	10000		
73.	Safety campaign day (Mar Health /Dec) Snack Pack	Each	12500		
74.	Sport day (sports day pack-healthy Sammie (Sandwich), variety of 2 fruits, 100ml yoghurt, 500ml Powerade and energy bar, pack) 100 x4x5 = 2000	Each	2000		
75.	Train race 100x5=500 (Energy bar, Power raid and water)	Each	500		
76.	Medical Centre Wellnesses Activities	Each	2000		
77.	VIP visit (GM's office) Breakfast and Main meal	Each	500		
78.	OPS Challenge 30 x5= 150) Breakfast and Main meal	Each	150		
79.	EWAP 150x60 = 9000 health pack	Each	9000		
80.	YPN 200x5=1000 Main meal and health Pack	Each	1000		
81.	Mandela Day 100x5= 500 Sandwiches and health Pack	Each	1250		
82.	Communication/Stakeholder events 100x5=500 Main Meal	Each	2500		
83.	Take a boy or girl child to work 200x5= 500 breakfast, Main meal and Health pack	Each	500		
84.	Arbour day 100x5= 500 Sandwiches and health Pack	Each	500		
85.	Celebration and Miscellaneous events 3 course meal	Each	5000		

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TOTAL COST: SPECIAL CATERING

The total of the Prices

## PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	Employer's Service Information	
C3.2	Service Provider's Service Information	
	Total number of pages	

## 1. EMPLOYER'S SERVICE INFORMATION

### SCOPE OF WORK FOR THE PROVINSION OF CATERING MANAGEMENT AND CANTEEN SERVICES

Eskom, Hendrina Power Station intends to enter into a 60 months contract with a suitable qualified, experienced and established catering supplier with the capacity for the Provision of Canteen Management and Catering Services for Eskom at the Hendrina Power Station.

The Provision of Canteen Management and Catering Services comprises of the following:

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

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

#### Service Conditions

##### Employer Requirements:

The scope of work for the provision of Canteen Management 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.

##### Canteen Management Services:

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

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

- Food disposal

The Service Provider will adhere to all Food safety, 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.

The Service Provider shall maintain and demonstrate compliance with Hazard Analysis Critical Control Points (HACCP) principles throughout the duration of this contract. If not, currently HACCP certified, the Service Provider agrees to implement and achieve.

It must be further noted that Hendrina Power Station has employees in excess of +/- 2500, 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 100 ERI employees working on site that are entitled to one subsidized meal per day for 22 days of the month.

There are approximately 1100 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.

Permit cards 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.

For cash meals, the Service Provider 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 Service Provider 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.

#### Duration of Service

The intended term of the contract will be a period of 5 years (60 month)

#### Normal Working Hours:

The canteen will operate daily from 10:30 am to 12:00 pm, Monday to Sunday, including Public Holidays.

The tuck shop will operate 24 hours daily, Monday to Sunday, including Public Holidays.

Time for deep cleaning will be scheduled twice a week, during which the tuck shop will be temporarily closed between 12 pm – 4 pm.

Employees only get lunch for half hour (30 min) and the canteen staff must as such ensure that service is prompt and efficient.

#### Ordering process Options:

Eskom employees to place orders on the Mocca system as follows:

Breakfast orders to be placed from 07: 00 until 08:45

Lunch orders to be placed from 07:00 until 10:00

Night Shift orders to be placed until 20:00

After the system cut off time, employees will be collecting their orders at the canteen

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

Employees who wish 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 Service Provider 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 Service Provider must prepare and deliver meals to all Eskom and ERI employees' offices. Start with Senior Management at 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 Service Provider 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.

Every day, 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 and Vegetarians. Once per week, a traditional meal must be provided during weekends.

Halaal meals will not be prepared on site (staff will order 48 hours before) and the Service Provider will source the meals externally from a certified Halaal Service Provider.

Koscher meals will not be prepared on site (staff will order 48 hours before) and the Service Provider will source the meals externally from a certified Koscher Service Provider.

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 every day, (pork must not be served more than twice a month) and the meat must include both dry and wet cooking methods alternatives daily.

Every Fridays braai meat should be served.

#### 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 Service Provider should ensure that they have the capacity and manpower 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 at the main serving area and 2 cashiers at the Tuckshop

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

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

A supervisor must always supervise the serving of meals, 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 or alternatively fomo 40, 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.

Salad to be served in a salad tub with a lid and salad dressing sachet (15ml). Depending on the salad served on the day.

**Cutlery Set:**

Should include a knife, fork, spoon, salt, black pepper, serviette and a toothpick (cutlery pack). Condiments like vinegar, tomato sauce and salad dressing sauce to accompany all meals served. Plates for management, meetings and function

**Food Preparation and Quality Standard**

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.

The Service Provider will be expected to implement a quality system and maintain the quality system until the completion of the contract. The Service Provider will comply with the provision of the ISO 9001.ISO 14001&ISO 45001.

The Service Provider shall maintain and demonstrate compliance with Hazard Analysis Critical Control Points (HACCP) principles throughout the duration of this. If not, currently HACCP certified, the Service Provider agrees to implement and achieve.

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

**Snacks and Fast Foods:**

The Service Provider 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 Service Provider 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

- 1x 200g steak with bone, 1 x 235g Leg quarter (for no red meat diet only)
- 1 x 200g wors / 1 x 150g chicken kebab (for no red meat diet only)
- 2 x rolls/ 1 x 200g pap
- 2 x 100g salad (served in a salad tub with a lid)
- 1 x 440 buddy cold drink Or 330 ml Juice
- 1 x 500ml still water
- 1 x Desert Malva pudding with custard/ chocolate pudding/ Fruit Salad with 175 ml yoghurt) / Fruit Salad and 175 ml fruit yoghurt

**Cleaning and Hygiene:**

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

The Service Provider will keep the waste area in clean condition.

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

The Service Provider will arrange for the Extraction Fans to be cleaned with a supplier who provides a certificate that cleaning and servicing has been done.

Hazard signs must be in place when cleaning starts

The premises must be kept clean in all areas by the Service Provider – 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.

The Service Provider 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.

**Occupational Hygiene:**

The service Provider must adhere to 32-726 Contractor Management Model clause 19 and develop Occupational Hygiene Programme inclusive of the following

Health Risk Assessment conducted by the external Approved Inspection Authority.

Occupational impairment and diseases management programme.

Occupational Hygiene Monitoring Programme (Ergonomics and Heat Stress).

Medical surveillance Programme.

Eskom Approved Inspection Authority will conduct Physical Agent assessment (Indoor Air Quality and Illumination).

The Service provider must take quarterly swabs to SANAS accredited laboratory for analysis.

The service provider will keep food samples for three days, thereafter discarded if there are no foodborne illness on employees.

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The Service provider must take quarterly swabs to SANAS accredited laboratory for analysis.

The service provider will keep food samples for three days, thereafter, discarded if there are no foodborne illness on employees.

**Waste Management:**

The Contractor will separate all waste at source and always keep the waste area (Swirl) locked and clean. The Service Provider will dispose of prepared food waste and used oil in a safe manner and separately from the rest of the waste. The Service Provider will make arrangements with a service provider to remove old oil and keep a proper audit trail. The Service Provider will keep the bins around the Canteen in a clean and proper condition. The Service Provider will provide bins with wheel stands, which must be colour-coded and placed inside the serving area, kitchen, and the tuckshop. The employer will provide colour-coded wheeled bins around the canteen area, which must be kept clean and in proper condition. All bins must be kept closed, must not overflow, and waste must be segregated correctly. All waste must be removed in a timely manner by an approved service provider using appropriate packaging.

**Environment:**

The Service Provider 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 Service Provider's 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 Service Provider 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

Delivery vehicles that meet Eskom's vehicle's standards (procedure 32- 345 Eskom vehicle safety)

#### Supply and maintenance of equipment and canteen facility

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 drainpipes is suspected, it must also be immediately reported to the Service Manager.

The Service Provider 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 Service Provider remakes 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 Service Provider 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 Service Provider 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 Service Provider will update the system management and maintenance plant monthly.

#### Cash Handling:

The handling of cash will be outsourced to an accredited cash management company by the Service Provider. A card machine must be made available by the supplier with no banking costs being transferred to employees.

**Protective Personal Equipment PPE & Uniforms:**

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

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

**Maintenance**

**Risk:**

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

**Other Requirements:**

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

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

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

**Constraints on the Service Provider:**

The canteen on Hendrina Power Station is situated near the coal storage area and as a result, dust is an ongoing 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.

**1 Interpretation and terminology**

**Definitions:**

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

**Abbreviations:**

Abbreviation	Explanation
MSDS	Material Safety Data Sheet

NEC TSC	New Engineering Contract Term Services Contract
SoW	Scope of Work
HACCP	Hazard Analysis Critical Control Point
PPM	Parts Per Million

## 2 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 Service Provider & 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 Contractr 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.

## 3 The Service Provider's plan for the service

In the TSC3 the Service Provider's plan is his "design" for performing the service throughout the service period. Section 2 of the conditions of contract describes what the Service Provider 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 Service Provider's plan will depend on whether the Service Provider 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 Service Provider to follow. Read the TSC3 Guidance Notes pages 21 and 22 for more information on the Service Provider's plan.

Use this section to describe any particulars which must be taken into account by the Service Provider 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 Service Provider's plan.

## 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 & 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
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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.

## 5 Contractor's management, supervision and key people

Key staff:

1 x Site Manager  
1 x Administration Clerk/ Cashiers  
1 x Senior Chef  
4 x supervisors  
1 x Environmental Officer

## 6 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.

## 7 Invoicing and payment

Within one week of receiving a payment certificate from the Service Manager in terms of core clause 51.1, the Service Provider 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 Service Provider shall address the tax invoice to

and include on each invoice the following information:

- Name and address of the Service Provider and the Service Manager:
- The Service Provider number and title:
- Service Provider'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)

## 8 Training workshops and technology transfer

The Service Provider 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.

## 9 Things provided at the end of the service period for the Employer's use

### 10 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.

## 11 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.

## 12 Health and safety, the environment and quality assurance

### 13 Health and safety risk management

The Service Provider 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.

## 14 Environmental constraints and management

The Service Provider 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.

## 15 Quality assurance requirements

The Service Provider 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.

## 16 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 Pullenshoop, Hendrina and Middelburg.

## 17 People

### 18 Minimum requirements of people employed (inclusive of the key staff)

- 1 x Site Manager
- 8 x Administration Clerk / Cashiers
- 1 x Storeman Inventory Control
- 1 x Senior Chef
- 4 x Cook Supervisors
- 10 x Cooks

- 2 x Drivers
- 8 x Cleaners
- 4 x Fast Food assistant
- 1 x Environmental Officer

The Contractor's Site Manager shall ensure that only qualified people will be allowed to work on plant. The Service Manager shall be entitled to verify the qualifications of the key people.

Note: The Service Manager and the Contract Supervisor must verify qualifications of all people that will be used for this contract.

#### 19 BBBEE and preferencing scheme

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

### 20 Plant and Materials

#### 21 Specifications

The Service Provider must provide the following equipment:

- Eskom will provide the Point-of-Sale System and tills except for till slips, speed point and cash handling.
- The Service Provider will apply for a landline connection via the Project Manager, and the fees and calls are for the Service Provider's account.
- Two delivery vehicles meeting the Eskom Vehicle Standards (32-345 Eskom Vehicle Safety)
- A Card Machine must be made available by the Service Provider, and no banking costs may be transferred to the customers, Eskom employees or contractors.

#### 22 Correction of defects

The Service Provider 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.

#### 23 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.

#### 24 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.

## 25 Working on the Affected Property

Eskom will supply the canteen premises, which must be kept clean in all areas by the Service Provider – 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 34 which must be used in correct and safe manner, and adherence must be given to maintenance downtime. It will be the Service Providers' responsibility to plan meals around planned maintenance of which the Employer will inform the Service Provider a work week (5 days) in advance.

The Service Provider will apply for a landline connection via the Project Manager, and the fees and calls are for the Service Provider's account.

## 26 Employer's site entry and security control, permits, and site regulations

Each person working for the Service Provider or on this contract will be required to be medically evaluated and found fit, undergo Safety Induction and must always 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 reevaluated from time to time as seen fit by the Eskom Security Department.

## 27 People restrictions, hours of work, conduct and records

It is very important that the Service Provider 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 Service Provider personnel removed from Hendrina Power Station and access denied.

## 28 Health and safety facilities on the Affected Property

The Contractor must ensure that all his personnel attend a Health and Safety induction Course prior to starting with their work. The induction Course can, on request be provided by the employer and will be valid the duration of the contract

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

## 29 Environmental controls, fauna & flora

All environmental regulations must be adhered to at all times.

## 30 Cooperating with and obtaining acceptance of Others

The Service Provider 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 Service Provider 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.

## 31 Records of Service Provider's Equipment

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

Physical verification of equipment's will be conducted once the appointed Service Provider resume on site. The appointed Service provider will declare and register all equipment/ assets and utensils at security when they bring it in and when they take it out. This includes portable and electronic equipment such as laptops.

## 32 Equipment provided by the Employer

Canteen Premises:

- Electricity
- Water
- Geyser
- Walk - in cold Storage and freezer room
- Display Fridges
- Under Counter 2 Door Bar Fridge
- Chest Freezers
- Air – conditioning
- Extraction fans
- Lockers for the staff change rooms
- Built in safe
- Food preparation tables and work counters

- Industrial Stainless-Steel Sinks
- Hand Wash Basins
- Stainless Steel counters
- Potato Peeler
- Food Warmers
- Convection Oven
- Tilting Pan
- Capdan Pot (Twin)
- Dishwasher
- Bone Cutter
- Industrial Oven
- Flat Top Griller
- Pots
- Frying pan
- Stainless Steel Shelves
- 20L Double Fryer
- Baine Marie Display Units
- Inserts and lids
- Strainers
- Mixer
- Pie Warmer
- Chips Dump Station
- Flat Griller
- Tables and Chairs for the Dining Hall
- Colour Coded Wheely Bins around the Canteen

### 33 Site services and facilities

#### 34 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 which must be used in correct and safe manner, and adherence must be given to maintenance downtime. It will be the Service Providers' responsibility to plan meals around planned maintenance of which the Employer will inform the Service Provider a work week (5 days) in advance.

#### 35 Provided by the Service Provider

The Service Provider must provide the following equipment:

Eskom will provide the Point-of-Sale System and tills except for till slips, speed point and cash handling.  
The Service Provider will apply for a landline connection via the Project Manager, and the fees and calls are for the Service Provider's account.  
Two delivery vehicles meeting the Eskom Vehicle Standards (32-345 Eskom Vehicle Safety)

### 36 Tests and inspections

#### 37 Materials facilities and samples for tests and inspections

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

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

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

## 38 Key Performance Indicators

Area	Indicator	Weight
Food Safety	<p>The Service Provider shall maintain and demonstrate compliance with Hazard Analysis Critical Control Points (HACCP) principles throughout the duration of this contract. If not, currently HACCP certified, the Service Provider agrees to implement and achieve Swab tests done with clear results</p> <p>Workstations separated properly</p> <p>Colour coded utensils used</p> <p>Hand washing done properly with a hand alarm to remind staff.</p> <p>Food safety topics must be included in the daily toolbox talk</p> <p>Sanitiser solution (in buckets) must be used at all workstations and changed timeously. The PPM test kits should be available and the concentration for sanitizers should not exceed 200 ppm</p> <p>Safe temperature maintained around food</p>	20%
Food Service	<p>Waiting time per order</p> <p>All Point of Sale (POS) working as per requirement, at least 20 minutes 90% of the time</p> <p>Presentation of food attractive and hygienic</p> <p>Servers is courteous and identifiable with a name tag</p> <p>A supervisor is always overseeing the front of house during the main lunch period</p> <p>Food is served as per approved menu</p> <p>Deviations is reported beforehand (max 5%)</p>	20%
Complaint Handling	<p>Customer satisfaction system in place and functional</p> <p>All complaints received followed up and corrected</p>	10%
Cleaning	<p>Cleaning as per approved cleaning schedule Facilities and surroundings kept clean at all times</p>	10%
Safety	<p>Incidents recorded and investigated as per procedure</p> <p>Safety forms part of daily toolbox talks</p> <p>PPE worn correctly at all times – no deviations</p>	10%
Staffing	<p>Staff as per structure at all times</p> <p>Temporary employees used for periods of long absence</p>	10%
Stock Availability	<p>Sufficient stock available always</p>	20%

## 39 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