

## PART 3: SCOPE OF WORK

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## C3.1: EMPLOYER'S SERVICE INFORMATION

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## **1 Description of the service**

### **1.1 Executive overview**

The purpose of this contract is to appoint a qualified Contractor capable for the provision of Garden Services for the sites for Transmission Real Estate, Apollo, Bernina, Minerva, Simmerpan Complex, Grand Central Airport and Tower Testing. This contract will facilitate the provision of gardening services. Provision supply of materials (consumables) and equipment as and when required as directed by the Service Manager and Supervisor. The provision of Gardening Services will continue for a period of five years.

### **1.2 Employer's requirements for the service**

The Contractor is responsible for delivering the gardening services at Apollo, Bernina, Minerva, Simmerpan Complex, Hume and Victoria Lake Inn, Grand Central Airport and Tower Testing. The Contractor is obligated to provide all necessary labor, supervision (management), administration, equipment, tools, supplies, and materials required for the provision of these services.

#### **1.2.1 Working Hours**

The normal working hours will be from 7:00 AM to 16:00 PM, Mondays to Fridays. Workers to work for the weekends and public holidays will be only requested by the Service Manager. Workers will work overtime as and when required by the Service Manager.

Eskom reserves the right to instruct the Contractor to change working times based on business requirements.

### **1.3 Detailed description of the service**

The Contractor shall provide the gardening services on a frequency basis, and in exceptional circumstances as requested by the Employer (Service Manager) for the sites below:

- Apollo
- Bernina
- Minerva
- Simmerpan Complex
- Grand Central Airport
- Tower Testing

#### **1.3.1 The scope of the work**

The scope for the work consists of the following:

- Grass cutting (inside and outside Eskom's premises (boundaries))
- Cleaning drains and gutters.
- Fertilizing lawn and trees.
- Lawn mowing.
- Cleaning dust and leaves on concrete roof slabs.
- Watering, pruning, and treating of indoor plants.
- Removal of garden waste materials.
- Sweeping walkways and roads.
- Cleaning roof carports.
- Pick-up leaves on the ground surfaces.
- Removing and spraying weed.
- Tree felling and pruning inside and outside Eskom's premises (boundaries for Eskom promises).
- Distribution for water bottles to refill water dispenser at work / office stations when required.
- Cleaning and maintaining the fire breakers.
- Doing bedding for flowers.
- Planting lawn, trees, and flowers on sites.

- Emptying daily outdoor waste bins to the site skip.
- Supply of garden consumables.
- Supply of plant / equipment for gardening services.
- Supply and apply topsoil
- Supply and apply lawn/grass
- Watering trees, flowers, and lawn.
- Pick-up litter

### 1.3.2 Manpower Requirements for the Gardening Services

#### 1.3.2.1 Supervision Manpower Requirements

Activity	No. of Supervisors
Grass Cutting & Drains cleaning	1
Tree Felling & Gutter Cleaning	1

#### 1.3.2.2 General workers (Gardeners)

Activity	No.(s) of General Workers
Gardeners	30

#### 1.3.2.3 Artisans

Artisan	Manpower No.(s)
Brush Cutter Operator	4
Chainsaw Operator	4

### 1.3.3 List of Gardening Tools and Equipment for the Services

- Site Vehicle
- Push Mowers
- Brush Cutters
- Blowers
- Ride-on Mowing Machines
- Chainsaws
- Hedge Trimmers
- Knap sacks (chemical spray)
- Hosepipes
- Wheelbarrows
- Steel Rake
- Straw Rake
- Spades
- Fork spades
- Paving brooms

### 1.3.4 List of Consumable Materials for the Services

- Garden Jumbo Bags
- Composts
- Fertilizers
- Spray chemicals for plants (to treat diseases)
- Herbicides for weed killing.

- Boxes C, D, A & B Blocks

### 1.3.5 Gardening Services

- The contractor shall ensure that all equipment used in the provision of services are in good working condition with no parts missing. Inspect the equipment to ensure compliance with applicable legislations; repair or replace all equipment to the extent required to comply with the responsibilities stipulated in this agreement.
- The contractor shall inspect all equipment to ensure compliance with all applicable legislations.
- A register shall be kept for all equipment, and the Service Manager / Supervisor will do random inspection in anytime.
- All equipment will be utilized to correlate with the requirements of the Occupational Health and Safety Act and manufacturer's specification.

### 1.3.6 Lawns / Grass

- The contractor must do regularly lawn or grass cutting to ensure that the sites are clean and neat.
- All areas where lawn abuts onto kerbs or footpaths are to be trimmed to a line running down the back edge of the kerbs or the edge of the footpath.
- No edges are to be cut using spade.
- Brush Cutters - not less than 50mm and not more than 100mm.
- Push mowers - not less than 20mm and not more than 40mm. Localised areas where grass growth has been poor through lack of water or where the soils have been compacted are to be aerated at regular intervals. This operation is to be carried out after the areas have been thoroughly watered.
- The grass against the perimeter fence (inside and outside) as well as around buildings, manholes, paths, concrete or brick structure, flower beds, etc. is to be trimmed and shall be considered as part of the grass cutting operation.

### 1.3.7 Cultivation and Weeds

- No spraying is to be undertaken in the narrow lawn / grass areas where desirable plants may be damaged. Any plants damaged by the contractor will be replaced by the contractor on its own costs.
- Hand weeding is to be carried out on a regular basis. All roots for weed growth must to be removed.
- Broad-leafed weeds are to be controlled utilizing the correct herbicide.
- Herbicides are to be applied in accordance with the manufacturer's specifications and are to be carried out by a competent person (Pests Control Officer) wearing the correct protective clothing.
- Garden must be weed free.
- The *Contractor* shall always endeavour to use environmentally and bio-degradable products.
- The *Contractor* is to be in possession of the relevant Hazchem certificates and is to ensure that the handling of all hazardous chemical substances, including fertilizers, is strictly in accordance with the Regulation for Hazardous Chemical substances framed under the OSH Act No. 85 of 1993. All Hazchem data sheets are to be forwarded for all chemicals used.
- All empty herbicides & fertilizer containers are to be immediately disposed of off-site in accordance with the relevant laws, by-laws, and regulations.
- All areas of paving are to be always kept free of weeds and algae. This will involve both hand weeding and the careful application of selected herbicides such as "Roundup" or "Ridder".
- Care must be taken to avoid damage to plants' roots during the cultivation process.
- The contractor is to provide relevant information on products used. Failure to comply will result in a non-compliance.
- The contractor must submit the safety data sheets to the Service Manager before use on sites.
- Should any plants die due to poor cultivation, their replacement will be for the account of the *Contractor*.
- Under no circumstances are line trimmers to be utilised around the base of trees. Stem protectors must be installed to all trees in general lawn areas.

### 1.3.8 Pruning of Trees

- All trees and flowers to be pruned on a regular basis.
- All trees within parking areas to be kept at least 4m above ground where size allow, where vehicles park under trees.
- General pruning is to be carried out throughout the year. Groundcovers are to be cut back from bed edges and shrubs generally pruned as and when necessary.
- Any growth of branches overhanging roofs of buildings, walls, fences, carports, etc., which can cause damage or the depositing of leaves into storm water gutters or on roofs is to be regularly pruned and trimmed. Any growth of any plants which can cause damage to fence or compromise security for the premises or causing an obstruction of vision, is to be removed.
- All garden refuse or waste generated during pruning is to be removed to the designated skip site area at the end of each day.
- No tenant and public complaint on site.
- No failure of pruning.
- No growth of branches etc. overhanging roofs of buildings, walls, fences, which can cause damage to the structures. No growth of any plants, which can compromise security for the premises or causing obstruction of vision.
- No rubbish generated on the days shall not be left anywhere on site after the end of the shift – all waste generated for the day must be dispose to the approved or designated temporary waste area on site.

#### **1.3.9 Stake and ties**

- All trees shall be checked once a week of after rains or storms, to ensure that the stake is firm and that the tree is adequately tied at the top and bottom of the stake.
- Damage to trees caused by chafing on stakes will not be permitted. Damage to trees caused by over tight ties will not be permitted; ties shall be loosened or tightened as and where required.

#### **1.3.10 Pests Control**

- The contractor is to constantly monitor for pests through the garden and to treat accordingly.
- Natural organic pesticides should be used. Should these fail only then should inorganic chemical pesticides be used.
- Application of the pesticide is to be carried out fully in accordance with the manufactures' specifications by competent person.
- The relevant laws, bylaws and regulations referring to the handling, of hazardous substances and the safe disposal of containers are to be adhered to all times.
- The contractor will adhere to strictly all conditions stipulated in Fertilizers, Farm Feeds, Agricultural Remedies Act, Act No. 36 of 1947 and all amendments to the Act.

#### **1.3.11 Spraying, insecticides (pesticides) and Fertilization of Indoor Plants**

Insecticides (pesticides) and fertilization of plants as below scope of work:

- Spraying and supply of chemicals –pesticides and fertilizers- on all indoor plants – atriums and window boxes as and when required as per further details listed below.
- Conduct inspection of all the indoor plants as when required; identify any problems on the different types of diseases that may attack the plants; recommend the chemical to be used to solve any potential disease/s. Supply quotes for chemical spraying treatments, to be undertaken by the supplier, in line with his recommendations.

#### **1.3.12 Treatment of indoor plants**

During the treatment of indoor plants, the contractor shall:

- Pick-up the dead leaves.
- Check the water level from the water gauges; fill up the water if necessary.
- Clean the pot plant / clean the plants using feather dust.
- Prune the dead branches of the plants / also unwanted branches shape the plants.
- Checked the dead plants for replacements.
- Place new order for plants replacements.
- Check the infected plants for insecticides.

- Use water buggy to water the plants.
- Shape the pot plant by removing the unwanted branches.

### 1.3.13 Indoor Maintenance Service Specification

#### 1.3.13.1 Plus W / Boxes

- Check the soil moisture before watering the plants.
- Pruning shall take place where necessary.
- Replacing the dead plants.
- Check the affected plant with diseases.
- Remove dead leaves.
- Water W / boxes using water trolley.
- Check the for leaks, wheels, tap connector.
- Water until the level meter is maxi.
- Plants replacements

#### 1.3.13.2 Indoor Plant Maintenance requirements

##### 1.3.13.2.1 Spraying, insecticides (pesticides) and fertilization

- Conduct inspection of all the indoor plants as and when required.
- Identify and treat any problems on the different types of diseases that may attack the plans.

### 1.3.14 Site Maintenance Schedule

Description	Required Schedule interval
Cleaning flowerbeds	Daily
Grass cutting	Weekly
Cleaning of storm water drains	Daily
Fertilizing of lawn	Quarterly
Lawn mowing	Weekly
Pruning hedges	Weekly
Pick-up leaves	Daily
Pick-up litter	Daily
Pruning – trees	Daily
Removal of garden waste material	Daily
Removal of lawn clippings	Daily
Emptying outdoor dustbins to the skip-yard	Daily
Spraying of weeds	Monthly
Sweeping of carports	Daily
Sweeping of roads	Daily



Sweeping of walkways	Daily
Treating roads and paved areas (weed killing)	Monthly
Watering garden – hosepipes and springers	Daily
Cleaning gutters	Weekly

### 1.3.15 Ordering of Replacement Plants

- As when required to replace the dead plants, and service manager shall approve the ordering.
- Fertilizers for plants stimulation when required, and service manager shall approve the ordering.

### 1.3.16 Grass Areas

All garden lawns to be mowed, and grass edges are to be trimmed. Grass or lawn must always keep neat and tidy.

### 1.3.17 Flower Bed Areas

The contractor to keep flowers clean and neat to all areas on sites. This will need weed removal, soil aeration and trimming and flower bedding maintenance.

### 1.3.18 Paved Areas

Sweeping of all the internal roads, weed killing on parking and paved areas is required on a regular basis, to ensure that all areas are always clean on sites.

### 1.3.19 Bank Areas

All banks are to be maintained on a regular, on-going basis and until the end of the contract period.

### 1.3.20 Watering

Hoses are to be supplied and used where possible. The existing sprinkler systems to be used where possible.

### 1.3.21 Refuse Removal

All garden cuttings and refuse are to be stacked in an appropriate manner daily at designated waste areas.

### 1.3.21 Cutting Height

<b>Brush Cutters</b>	Not less than 50mm Not more than 100mm
<b>Push mowers</b>	Not less than 20mm Not more than 40mm

### 1.3.22 Safety

The safety protecting nets shall be always utilized prior to commencement of each cutting grass to prevent damage to equipment, buildings, vehicles, and injury to Eskom's employees and people of the public. Cones must be available and utilized for demarcation areas where there are cutting of trees and grass activities on sites.

### 1.3.23 Trimming

All the grass or lawn and trees against the perimeter fence as well as around buildings, manholes, paths, concrete or brick structure, flower beds, concrete channels, etc. must be trimmed, and shall be considered as part of the grass cutting operation.

### 1.3.24 Removal of Cuttings

The contractor is responsible for the removal of grass and trees cuttings to the designated waste skip area on site.

### 1.3.25 In- Indoor Plants Maintenance on site (Victoria Lake Inn and other Buildings)

The Contractor shall provide on-site maintenance services for plants. These services include planting, watering, fertilizing, mulching, pruning, trimming, straightening, rotating, leaf removal, weeding, insect and disease treatment, cleaning and dusting, and any other provision needed to maintain healthy and attractive plants. The frequency of maintenance visits shall be "as needed" to maintain the appearance of all plant material, containers, and beds bi-weekly.

- Provide equipment and consumable supplies and the use and application thereof.
- Water and fertilize all plants, as necessary.
- Keep all plants cleaned, trimmed, and oriented to proper light.
- Remove any damage or unsightly foliage.
- Remove debris from planters and maintain all planters in a neat and orderly manner.
- Remove water from bottom of planter on a weekly basis.
- Keep all plants free of disease and insects.
- Schedule regular quality control visits and provide Facility Manager with weekly record of services performed.
- Site inspections to identify potential problems, recommend solutions, propose enhancements, and assure quality workmanship.
- Fix, service and maintain two water fountains.

#### 1.3.25.2 Contractor's Performance

- The Contractor shall perform all work required to fulfil the scope and intent of the Contract. The workmen shall be neat in appearance and perform their work in a professional manner.
- Contractor shall provide to the service manager, on a periodic basis, an operating assessment that includes both quality of efficiency and improvement opportunities.

#### 1.2.25.3 Quantity of Containers for Maintenance:

- Log containers
- 40cm containers
- 2 x Interior Courtyards
- Patio between block A & B

## 2 Interpretation and terminology

Abbreviation	Meaning for Abbreviation
TXE	Transmission Real Estate
Tx	Transmission
Sat.	Saturday
Sun.	Sunday

PPE	Personal Protective Equipment
IT	Information Technology
ISO	International Organization for Standardization
SOC	State Owned Company
NEC	New Engineering Contract
PDF	Portable Document Format
FAS	Fall Arrest System
SHEQ	Safety Health Environment Quality

### 3 Management strategy and start up.

#### 3.1 The Contractor's plan for the service

The Contractor must detail in writing its plan to deliver the excellent service for Eskom throughout the entire period for the contract. The below items must form part of the site management plan:

- Health and safety management
- Time management
- Communication management
- Environmental management
- Quality management
- Emergency response
- Supplier management
- Stakeholder management
- Cost management
- Material management
- Access arrangement
- Criminal management
- Schedules arrangement and management
- Contract Management
- Subcontractor management (if applicable)
- Housekeeping management
- Delivery management or arrangements
- Permit arrangements
- Site inspection and supervision

#### 3.2 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:
Risk register and compensation events	As and when required ____	TBC or Ms Teams	All relevant stakeholders (Employer and Contractor)
Overall contract progress and feedback	On monthly basis	TBC or Ms Teams	All relevant stakeholders (Employer and Contractor)
Ad-hoc meetings	As and when required	TBC or Ms Teams	All relevant stakeholders (Employer and Contractor)

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 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.

### **3.3 Contractor's management, supervision and key people**

The Contractor is required to hire experienced supervisors with a proven track record in specialized cleaning environments. These specialized supervisors must possess a minimum of five years of experience in supervising specialized cleaning areas. Prior to deployment on-site to oversee activities, the qualifications, training records, and curriculum vitae of specialized supervisors must be submitted to the Service Manager for approval. Specialized training is a prerequisite for the supervisory position.

The Contractor is responsible for maintaining an updated organogram on-site, detailing all supervision and management both on-site and off-site for the management of this contract. Additionally, the Contractor must always maintain daily attendance registers and make them available to the Service Manager upon request.

#### **3.3.1 Annual, Sick, Maternity, and Family Responsible Leave and Absenteeism**

- The Contractor shall arrange a reliever(s) to cover any of the above-mentioned absenteeism.
- No alcohol, fire arms and knives, and other life-threatening objects are allowed on Eskom sites.
- All contract employees shall conform with the Life Saving Rules

#### **3.3.2 Contractor's Responsibility**

- The Contractor shall conform with Eskom Standard "Occupational Health Contract and Contractor Management Reference 32-726.
- The Contractor must comply with the Occupational Health and Safety Act, all applicable regulations and Compensation of Occupational Injuries and Diseases Act.
- .
- Health and safety and Environmental induction is compulsory prior the start of work for each site.
- Workers shall have valid medical certificate of fitness from the occupational health practitioner.
- The Contractor shall ensure the submission of man hours at specified time to the Employer and OHS performance.
- The Contractor shall be responsible for buying at its cost all the cleaning consumables at (cloths, mops, scrubbers, scribes, brooms, cleaning chemicals) that lost on site on its hands.

#### **3.3.3 Uniforms and Protective Clothing, and Equipment**

- The Contractor shall supply all employees on site with its uniform colour and style for free.
- The Contractor shall supply its employees with the two sets of overalls and uniforms.
- The Contractor shall supply one pair of safety shoes – steel toe safety boots.
- All employees shall receive two jerseys warmer jackets and raincoat for rain and winter season.
- All personal protecting clothing and equipment shall be replaced as and when required – this does not mean only at the beginning of the year or financial year.
- All operators shall be equipped with safety helmets, eye and ear protection and the safety boots.
- Contractor shall ensure that its employees are wearing the relevant personal protecting equipment for the task at all the times.
- Contractor shall ensure that there's no PPE shortage on workers on site at any time.

### **3.4 Provision of bonds and guarantees**

Not applicable

### **3.5 Documentation control**

All Contractual Documents must have relevant Contract Number and Purchase Order Number as reference per the Eskom Holdings SOC Limited Standards. All correspondence shall be dated and sequency numbered and distributed in accordance with a procedure as agreed and accepted by the service manager. The use of SMS, WhatsApp, and Ms Teams do not override the use of applicable and relevant NEC standards templates, forms, and Eskom Holding SOC Limited procedures. All invoices and service delivery notes must be in PDF format.

### 3.5.1 Invoicing and payment

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

The *Contractor* shall address the tax invoice to include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*.
- The contract number and title.
- *Contractor's* VAT registration number.
- The *Employer's* VAT registration number 4740101508.
- Description of service provided for each item invoiced based on the Price List.
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT.
- Electronic submission of invoices via email
- Signed service delivery note(s) must accompany the required invoice(s) for payment.

#### Invoices and Additional Information

- Eskom order number must be clearly indicated on the invoice with the line number on the order for billing.
- Only PDF invoices must be submitted.
- Each PDF file should contain one invoice, one debit, and credit note only as Eskom's SAP system does not support more than one PDF being linked into workflow at a time.
- Only one PDF file per email (one invoice or debit note or credit note).
- Send all invoices in PDF straight from your system to an Eskom email address (see the email address below).
- When it comes to foreign invoices, suppliers will be required to physical deliver the hard copies of original documents to the respective documentation management centers – though invoices emailed. Eskom is still seeking clarity from the South African Reserve Bank for foreign invoices and currency. Current requirements are that these manual invoices should be submitted. Invoice copy can be sent to the email address indicated below.
- All submitted invoices electronically must comply with the Tax Requirements.
- If there is a Cost Price Adjustment on the invoice, Eskom recommends separate invoice for CPA to avoid delays on payment, if there are issues for the CPA.
- Introduction of electronic invoicing does not guarantee payment but will ensure visibility of all invoices and ensure that no invoices get lost. If the goods receipt is not done, the invoice will be parked, and the system will automatically send an email to the end user to do good receipt. This is also tracked by Eskom through the park invoice report.
- The Contractor can request a park invoice report from the Finance Shared Services (FSS) contact centre which can then be followed up and corrected.
- The Contractor is welcome to forward the details of invoices corrected to the FSS contact centre.
- All invoices for payment must be submitted to [invoiceseskomlocal@eskom.co.za](mailto:invoiceseskomlocal@eskom.co.za)

#### Follow-up with Finance Shared Services (FSS):

All queries and follow-up on invoice payments should be made by contacting the FSS Contact Centre at +27 11 800 5060 or email [fss@eskom.co.za](mailto:fss@eskom.co.za). Introducing electronic invoicing does not guarantee payment, but will ensure visibility of all invoices as well as ensure that no invoices are lost. If the Goods Receipt (GR) is **not** done, the invoice will be parked, and the system will automatically send an email to the end user to do the GR. This is also tracked by Eskom through the parked invoice report.

## 3.6 Contract change management

Changes to the contract will be notified and addressed as per the NEC3 – TSC3 and as per Eskom's internal Governance Processes for approval. Modifications to work/service can only resume once Eskom approval is obtained and as instructed by the Eskom Representative (Service Manager).

### **3.7 Records of Defined Cost to be kept by the *Contractor***

As a control measure, it is required for the Contractor to maintain record keeping of all defined cost items for the purpose of compensation event management. A schedule of these cost components may not be listed in the contract price list should be provided when required.

### **3.8 Insurance provided by the *Employer***

Refer to Z12 in Data by Employer document.

### **3.9 Training workshops and technology transfer**

- Specialized training certificates for general workers and supervisor
- Hazardous chemical substance training certificate
- HIRA certificate
- Incident Investigation Certificate
- Fire Fighting Certificate
- 1<sup>st</sup> Aid Certificate Level 2
- Health and Safety Representative Certificate
- Legal liability training
- Working at height
- Oil Spillage Training
- Fall arrest system (FAS)

### **3.10 Design and supply of Equipment**

The Contractor bears responsibility for providing all necessary equipment on-site. All equipment supplied by the Contractor must meet the SABS standard and be of good quality. No payment will be made for the standing time of equipment on-site. Faulty equipment or machinery must not remain on-site for more than seven working days. The Contractor is prohibited from storing or retaining any irrelevant equipment or tools at the service site. Any breakdowns of plant and equipment must be promptly reported to the Employer (Service Manager). Furthermore, the light-duty vehicle assigned to the site shall not be older than five years.

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

#### **3.11.1 Equipment**

At the end of the contract, all the equipment purchased through the contract by the Employer must be handed over to the Service Manager

#### **3.11.2 Information and other things**

At the end of service contract, the Contractor must provide the following information.

- Consolidated health and safety file
- Employers' investigation reports and all supporting documents
- All contracts report in relation to this service contract
- All historical invoicing and the signed delivery notes for the service
- All defined cost documents

### **3.12 Management of work done by Task Order**

- The Contractor shall receive the task order prior the start of work on site.
- Other than emergency work requests, no works shall proceed without an approved task order.
- An approved task order shall bear the signature of Contractor representative and Eskom Representative (Service Manager).

- Discretion of the Contractor and Supervisor shall apply in determining and interpreting emergency requests to ratify works done without an approved task order.

The Contractor will not be compensated for works that proceed without an approved task order unless the task order is ratified at the discretion of the Service Manager and Supervisor. Reasons shall be in writing to the Contractor to request ratification for compensation events with any works done without the approved task order.

## **4 Health and safety, the environment and quality assurance**

### **4.1 Health and safety risk management**

The Contractor shall conform and comply with the following standards and legislation below:

- Issued Health and Safety and Environment Specification.
- Basic Condition of Employment Act No. 75 of 1997.
- Occupational Health and Safety Act and Regulations No. 85 of 1993.
- 32 – 37 Eskom Substance Abuse Procedure.
- 240-62196227 Life- Saving Rules.
- 32-95 Occupational Health and Safety Incident Management.
- 32-727 SHEQ Policy.
- 32- 418 Working at Heights Procedure.
- ISO 9001: Quality management system.
- ISO 45001: Occupational Health and Safety Management System.
- Eskom's Covid-19 Health and Safety Policy statement.
- National Road Traffic Management Act.
- Eskom Risk Assessment Procedure 32-520.
- Employees Right of Refusal to Work in an Unsafe Situation Procedure 240-43843827.

### **4.2 Environmental constraints and management**

The Contractor shall conform and comply with the following standards and legislation below:

- Issued Health and Safety and Environment Specification
- National Environmental Management Act 107 of 1998.
- National Environmental Management Waste Act 59 of 2008.
- Environmental Incident Management Procedure 240-133087117
- Waste Management Standard 32-245
- 32-727 SHEQ Policy
- ISO 14001: Environmental Management System

The Contractor to clean up hazardous material spillages (battery spillages and oil spillages).

### **4.3 Quality assurance requirements**

The Contractor shall conform with the following standards and documents below:

- Quality Management Specification
- ISO 9001 Quality Management Systems – Requirements
- 32-727: Safety, Health, Environment, and Quality (SHEQ) Policy
- 240-12248652 Supplier Quality Management: List of Tender Returnables

## **5 Procurement**

### **5.1 People**

#### **5.1.1 Minimum requirements of people employed**

Not applicable

#### **5.1.2 BBBEE and preferencing scheme**

## 1. Transformation – BBBEE Improvement or Retention Plan

Transformation remains an area of focus, where Eskom continuously strives to align itself with national transformation imperatives to unlock growth, drive industrialization, create employment and contribute to skills development.

Eskom encourages its suppliers to constantly strive to improve their B-BBEE rating. Whereas Tenderer/s will be allocated points in terms of a preference point system based on specific goals, Eskom also requests that tenderer/s submits their B-BBEE improvement or retention plan within 30 days of signing the contract.

Tenderer/s are therefore requested to indicate the extent to which they will maintain (only if the respondent is a Level 1) or may improve/maintain their B-BBEE status over the contract period if their B-BBEE status is level 2 or 3. Tenderer/s with a B-BBEE status level 4 at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of B-BBEE Level 3 by the end of the first year of the contract and thereafter improve their B-BBEE status level or migrate by one level higher.

Tenderer/s with a B-BBEE recognition status of Level 5 to Level 8 or non-compliant at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of Level 4 by the end of the first year of the contract and thereafter improve at least one B-BBEE Level higher of each year from the second year of the contract.

Tenderer/s are requested to submit their B-BBEE Improvement Plan as an essential document within 30 days of signing the contract.

**NB:** A valid B-BBEE certificate or Sworn Affidavit is a condition for contract award, if your company's annual Total Revenue is R10 Million or less you qualify as an Exempted Micro Enterprise therefore you can submit Sworn Affidavit. If your annual Total Revenue is R50 Million or less, you qualify as Qualifying Small Enterprise and must comply with all of the elements of QSE score card relevant to your sector unless an entity is at least 51% Black owned you are required to obtain a Sworn affidavit. If your Annual Total Revenue is above R50m you need to submit a Valid B-BBEE certificate

### Job Opportunities

Tenderers are required to submit proposals for the type and number of jobs that will be created and retained in South Africa as a direct result of being awarded a contract.

Type of Jobs to be created	Number of Jobs to be created

Type of Jobs to be retained	Number of Jobs to be retained

### 5.1.3 Supplier Development Localisation and Industrialisation –(SDL&I)

The following documents are required to claim preference points.

- Valid B-BBEE certificate issued by a SANAS accredited verification agency / sworn affidavit / CIPC affidavit

### Section 1. SDL&I Penalty and Performance Security

Eskom will apply a penalty of 2.5% of the invoice amount for failure to meet SDL&I obligations.

Eskom will apply a penalty of 2.5% of the Contract Value for failure to meet SDL&I obligations. For the duration of the contract, Eskom will retain 2.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the Contractor upon:

- Eskom receives the SDL&I progress report/s from the contractor.
- Fulfilment of all SDL&I obligations by the contractor.
- Submission of an approved compliance report by SDL&I Department.



## Section 2. Reporting and Monitoring

- The suppliers shall on a quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- Eskom shall review the SDL&I reports submitted by the suppliers within 30 (thirty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.
- Every contract shall be accompanied by the SDL&I Implementation Schedule, which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award. This will be used as a reference document for monitoring, measuring and reporting on the supplier's progress in delivering on their stated SDL&I commitments.

## Section 3. General Information on Validity of Sworn Affidavits

The following must be considered when it comes to validity of Affidavits;

**Tenderers submitting B-BBEE Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity:**

- Name/s of deponent as they appear in the identity document and the identity number.
- Designation of the deponent as the **director, owner** or **member** must be indicated in order to know that person is duly authorised to depose of an affidavit. **(Mark the applicable option).**
- Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
- Percentage of black ownership, black female ownership and designated group. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected. **(No blank spaces to be left).**
- Indicate total revenue for the year under review and whether it is based on **audited financial statements** or **management account**. **(Mark the applicable option).**
- Financial year end as per the **enterprise's registration documents**, which was used to determine the total revenue. **(Financial year end to be stipulated by day/month/year).**
- B-BBEE Status level. An enterprise can only have one status level. **(Tick applicable level)**
- Empowering supplier status must be indicated. For QSEs, the deponent must select the basis for the empowering supplier status.
- Date deponent signed and date of Commissioner of Oath must be the same. **(The sworn affidavit must be signed in the presence of the Commissioner of Oath. Furthermore the Commissioner must also sign and stamp)**
- Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.

## **Section 4: Reporting and Monitoring**

- The suppliers shall on a monthly/quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- Eskom shall review the SDL&I reports submitted by the suppliers within 60 (sixty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.
- Every contract shall be accompanied by the SDL&I Implementation Schedule which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award.

### **5.2 Subcontracting**

#### **5.2.1 Preferred subcontractors**

Not applicable

#### **5.2.2 Subcontract documentation, and assessment of subcontract tenders**

Not applicable

#### **5.2.3 Limitations on subcontracting**

Not applicable

#### **5.2.4 Attendance on subcontractors**

Not applicable

### **5.3 Plant and Materials**

#### **5.3.1 Specifications**

The price list state the list of required plant and equipment for the service required as per the scope of work. The Contractor can engage fairly and in bona fide in works execution by assisting the Employer with advice and recommendations on changes in technologies and industry best practices that may affect the Employer's ability to perform works as per the contract stipulation. The Contractor shall take reasonable care to acquire and maintain equipment that meets minimum legal requirements.

#### **5.3.2 Correction of defects**

The repairs for plant or equipment shall be performed by accredited or competent person or Contractor as per manufacturers manual. The repairs shall not interfere with or hinder the employers' work operation on site. All the maintenance or repairs records shall be kept safely and be available at any time when employer is looking for the records. All defects identified to be corrected immediately or not more than 2 days if the work requires special equipment.

### **5.3.3 Contractor's procurement of Plant and Materials**

The Contractor must purchase the plant and materials in good faith, and for mutual benefit for both parties. The Contractor shall purchase all materials and plant from the accredited Supplier. All chemicals shall always come with its safety data sheets, and all chemicals' materials arrived on site shall conform with global harmonised system requirements. The Contractor shall remain the sole responsibility to procure plant and materials for the reasonable and acceptable quality. The Employer can request at any time the data sheet and proof of purchase for the equipment purchased and supplied on site for usage. Guarantees and warranties certificate may also be required for any plant and material supplied by Contractor to the Employer.

### **5.3.4 Tests and inspections before delivery**

The Service Manager may request inspection during the equipment and materials arrival on site. All equipment and materials must be inspected by the Contractor together with Employer (Service Manager) during arrival before use on site. The records of inspection must be available at any request by the Service Manager.

### **5.3.5 Plant & Materials provided "free issue" by the Employer**

Not applicable

### **5.3.6 Cataloguing requirements by the Contractor**

Not applicable

## **6 Working on the Affected Property**

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

Eskom reserves the right to subject all employees for the Contractor to a vetting and security clearance process in line with Eskom's security requirements for the site. Any person entering (including Eskom's employee) the site of Eskom is subject to random alcohol testing to gain access to the site. All employees and vehicles that are entering or exiting the site shall be subjected to be searched by security personnel at gates or checkpoints.

The Contractor shall do criminal checks, and submit the ID copy, physical address and contact details for its employees to Eskom before deploying any employee for work activities on Eskom's site. The contractor shall inform the Service Manager prior any removal of its employees on site. The Contractor shall ensure that all equipment and material brought on site are signed in the approved Eskom security register at the security gate. The Contractor shall not remove any equipment or materials on site, prior informing the Service Manager or Supervisor.

### **6.2 People restrictions, hours of work, conduct and records**

Working hours shall be between 07h00 and 15h00 from Mondays to Fridays. Workers shall take a teatime by 10h00 for 15 minutes, and a lunch time by 12h00 for 45 minutes. Employees shall work 4 hours (7h00 to 11h00) for weekends and public holidays. Any other overtime shall be approved by the Contractor for the contract. The Contractor shall keep timesheet records for its employees and relievers and be available on request by the Employer.

### **6.3 Health and safety facilities on the Affected Property**

The Contractor shall conform with all standards and procedures for operation at the Eskom's site, e.g., Life Saving Rules, and comply with all applicable legislations on site for the OHSA Act 85 of 1993.

### **6.4 Environmental controls, fauna & flora**

The Contractor shall conform with all standards and procedures for operation at the Eskom' site and comply with all applicable legislations on site for the NEMA and NEMWA.

## **6.5 Cooperating with and obtaining acceptance of Others**

As per clause 25.1 of this contract (Core Clauses)

## **6.6 Records of *Contractor's* Equipment**

The Contractor must report to the Service Manager and Supervisor prior or during arrival of any equipment (owned or hired equipment) on site. The Contractor shall inform the Service Manager and Supervisor prior removal any equipment (owned or hired equipment) on site. The Contractor shall keep the updated list of all the equipment. All equipment must be inspected as per all applicable legislations, and the records shall be made available at any given time required by the Service Manager or the inspector from the Department of Employment and Labour. The Contractor shall not keep on site any unused equipment. All vehicles used for business purposes must have a tracker system or mix telematic to give kilometres report.

## **6.7 Equipment provided by the *Employer***

All the equipment and tools purchased through the contract belongs to the Employer, and the Contractor shall hand over all that equipment to the Service Manager at the end of the service contract. The Contractor shall not leave the site with the equipment or tools purchased through the contract. In case of service or maintenance required for equipment to be conducted outside site, the Contractor shall agree with the Service Manager or Supervisor on timelines and provide backup equipment.

## **6.8 Site services and facilities**

### **6.8.1 Provided by the *Employer***

- (1) Water
- (2) Electricity
- (3) Office (for site supervision)
- (4) Stores
- (5) Changing rooms where possible
- (6) Ablution facilities
- (7) Shower facilities where possible

### **6.8.2 Provided by the *Contractor***

The Contractor shall supply all plant required for operation.

## **6.9 Control of noise, dust, water and waste**

The service provide shall conform with Eskom's requirements and comply with all applicable legislations for environment management on site.

## **6.10 Hook ups to existing works**

The Contractor shall conform with the requirements for Eskom's Life Saving Rules., Eskom working at Heights Procedure The performance of works which affects the employer's operations, or the system of other contractors shall be scheduled to be performed only at times approved by the employer. The procedure for carrying out work which of necessity interrupts the employer's operation, or the system of other contractors, or imposes abnormal operating conditions of their systems, is subject to approval of the service manager.

## **6.11 Tests and inspections**

### **6.11.1 Description of tests and inspections**

The Contractor shall be responsible for providing the quality inspections as per the scope requirements and rectifies all defects within the agreed time. The Contractor to provide test and inspection records on

approved templates by the Employer (Service Manager). The inspections and records shall comply and conform with all applicable legislative and Employer's requirements.

#### **6.11.2 Materials facilities and samples for tests and inspections**

All deliveries for material shall be inspected by the Service Manager or Supervisor before usage on site.

## **7 List of drawings**

### **7.1 Drawings issued by the *Employer***

Not applicable

## 8 Low Service Damages-Annexure B

Incidents	Allowance / Response Time	Frequency	Target	Penalties for non-conformances
Failure for Contractor's employees to report to work.	None	All times	100%	R 10 000per per incident – until incident rectification
Work stoppage due to non-compliance with COIDA	None	All times		R25 000 per incident
Non-conformance with Eskom's Life Saving Rules	None	All times	100%	R10 000, 00 per incident
Non-compliance with Global Harmonise System requirements	None	All times	100%	R5000, 00 per incident
Site vehicle breakdown on site	3hrs	All times	100%	R1000, 00 after every 4 hours without alternative vehicle on site
Site vehicle on site without the valid licence disc	None	All times	100%	R600,00 per day
Workers on site without a valid medical certificate of fitness from Occ. Health Practitioner	None	All times	100%	R3000, 00 per incident
Failure for management to attend the operational meeting	None	All times	100%	R5000, per person, and per incident
Workers on site without Eskom, and Contractor's SHE induction	None	All times	100%	R1000, 00 per person and per incident
Equipment and tools shortage on site	None	All times	100%	R15 000, 00 per incident
Response to life threatening H&S issues on site	Immediately	All times	100%	R5000, 00 per incident after 30 minutes
Failure to close non-conformance & non-compliance with H&S, and Environment requirements and the applicable legislations within 60 days	Within specified period	All times	100%	R1500 per assessment report
Failure to deploy a reliever for any absent worker on site.	1 hour	All times	100%	R30, 00 per hr until resolved.
Failure to adhere to instructions from the Service Manager or Supervisor within specified period	None	All times	100%	R1000 per incident
Workers on site without mandatory PPE.	None	All times	100%	R1000, 00 per incident
Failure for workers to wear risk-based PPE for the activity.	None	All times	100%	R1000, 00 per incident
Poor housekeeping on site.	None	All time	100%	R2000, 00 per incident
Workers on site with torn PPE.	None	All times	100%	R1000, 00 per incident

Failure for employees to wear the issued PPE on site	None	All times	100%	R500.00 per incident
Failure to supply 2 overalls or uniforms, one pair safety boots and 2 warmer jackets prior the start of employees on site.	None	All times	100	R1000,00 per incident
Wrong tool usage for the activity	None	All times	100%	R1000, 00 per incident
Non-conformance & non-compliance with H&S, and Environment requirements and the applicable legislations.	Within specified period	All times	100%	R1500, 00 per finding, and month until resolved / closed
Deployment of employees on site without criminal checks, & records, and personal details info (ID, Physical address and contact details).	None	All times	100%	R1000, 00 per incident
Removal of hired tools without acknowledgement by the Employer	None	All times	100%	R1000, 00 per incident
Delayed for hired equipment / tool to arrive on site on request by the employer	3 days	All times	100%	R800, 00 per day after 3 days until resolved
Workers arriving late on site after start of the shift	30 minutes	All times	100%	R20, 00 after 30 minutes for each employee / incident
Failure to report non-working tools and equipment on site.	1 hour	All times	100%	R1000,00 per incident.
Workers taking showers on site during working hours.	None	All times	100%	R1000, 00 per incident
Workers leaving the work area and the site before the end of shift.	None	All times	100%	R1000, 00 per incident
Failure to respond to tree cutting on site	16 hours	All times	100%	R1000, 00 per incident per hour after 16hours
Failure to remove weed on site	None	All times	100%	R1000, 00 per incident
Failure to cut grass on site	None	All times	100%	R 1000, 00 per incident
Failure to prune trees on site	None	All times	100%	R5000, 00 per incident
Workers clocking by 07h00 or after 07h00 without wearing the work suit	None	All times	100%	R500, 00 per incident
Garden tools left on site after end of the shift	None	All times	100%	R500, 00 per incident
Garden waste left on site after end of the shift	None	All times	100%	R2000, 00 per incident
Failure to clean gutters	None	All times	100%	R1000, 00 per incident
Leaks inside the buildings due to blocked gutters	None	All times	100%	R3000.00 per incident
Any damage to property, vehicle caused by garden activities on site	None	All times	100%	The total of cost to repair