



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 catering services with an EME /QSE Level 1 or Level 2 supplier for Mersey Training Centre, Mkondeni Area Office, Pietermaritzburg and Durban surrounding areas in KZN Operating Unit, on an as and when required basis for a period of Thirty Six (36) months.

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CONTRACT No. _____

PART C1: AGREEMENTS & CONTRACT DATA

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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 Catering Services at Mersey Training Centre and Pietermaritzburg & Durban Areas in the KwaZulu Natal Operating Unit for a period of 36 months (3 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 *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

Options A or C	The offered total of the Prices exclusive of VAT is	RATES BASED
	Sub total	RATES BASED
	Value Added Tax @ 15% is	RATES BASED
	The offered total of the amount due inclusive of VAT is ¹	RATES BASED
	RATES BASED	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

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

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

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

For the tenderer:

For the *Employer*

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

Name &
signature
of witness

Date

C1.2 TSC3 Contract Data

Part C1.2a - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1	The <i>Service Manager</i> is (name):	Nikesh Sivanath
	Address	25 Valley View Road, New Germany, 3620, KZN South Africa
	Tel	036 342 3020
	e-mail	SivanaN@eskom.co.za
11.2(2)	The Affected Property is	Mersey Training Centre site and the sites in Pietermaritzburg & Durban Areas

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

11.2(13)	The <i>service</i> is	The Provision of Catering Services at Mersey Training Centre and Pietermaritzburg & Durban Areas in the KwaZulu Natal Operating Unit
11.2(14)	The following matters will be included in the Risk Register	Labour strikes, Power supply interruptions or failures, Municipal water interruptions
11.2(15)	The <i>Service Information</i> is in	Part 3: Scope of Work and all documents to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	One (1) week
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	One (1) month prior to the starting date of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	01 AUGUST 2022
30.1	The <i>service period</i> is	3 years
4	Testing and defects	As per requirements stated in the <i>Service Information</i>
5	Payment	
50.1	The <i>assessment interval</i> is	between the 25th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Four (4) weeks.
51.4	The <i>interest rate</i> is	<p>(i) 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</p>

		Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. None
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	As stated for in the Annual Contractor All Risk Insurance Policy (Format A) available on request form Eskom Group Insurance.
83.1	The <i>Employer</i> provides these additional insurances	As stated for in the Employer's Assets All Risk Insurance Policy
83.1	The <i>Contractor</i> provides these additional insurances:	Whatever the Contractor deems necessary in addition to that provided by the Employer
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	The amount of the deductibles in the sum of R 500 000.00 (Five hundred Thousand Rand) per event and without limit to the number of events that may arise during the course of the Contract.
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the <i>Service</i> for any one event is:	whatever the Contractor deems necessary in addition to that provided by the Employer .
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Contractor's common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands).
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.

10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	N/A
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	KwaZulu Natal Province South Africa
	The person or organisation who will choose an arbitrator	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	<ul style="list-style-type: none">if the Parties cannot agree a choice orif the arbitration procedure does not state who selects an arbitrator, is	
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	
X1.1	The <i>base date</i> for indices is	01 August 2022 The rates can be adjusted using CPI after the anniversary of the contract, upon application from the <i>Contractor</i> and approval by the <i>Service Manager</i> .
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
X17	Low <i>service</i> damages	
X17.1	The <i>service level table</i> is in	The <i>Service</i> Information C3.1 - 2.14
X18	Limitation of liability	

X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Value of the Contract
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event described in the "Format A" insurance policy available on request from Eskom Group Insurance
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none"> • the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works / maintenance policies available on request from Eskom Group Insurance
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for <ul style="list-style-type: none"> • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	Six (6) months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	By mutual agreement from date of receiving Task Order
Z	The <i>additional conditions of contract</i> are	Z1 to Z11 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

Z4 Ethics

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

Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Contractor* or any such member is removed from the an approved vendor data base of the *Employer* as a consequence of such practice.
- Z4.3 Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P4 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.

Z5 Confidentiality

- Z5.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z5.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z5.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z5.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the *Service* and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z5.5 The *Contractor* ensures that all his sub*Contractors* abide by the undertakings in this clause.

Z6 Waiver and estoppel: Add to core clause 12.3:

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

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

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

Z8 Provision of a Tax Invoice Add to core clause 51

- Z8.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the *Service Information*, showing the amount due for payment equal to that stated in the payment certificate.
- Z8.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice.
- Z8.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z9 Notifying compensation events

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

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

Z10 Employer's limitation of liability

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

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

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

Annexure A: Insurance provided by the *Employer*

These notes are provided as guidance to tendering Contractors and the Contractor about the insurance provided by the Employer.

- *Services provided in a TSC3 contract could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the Employer's "works" type policy which may be in place for the Employer's portion of the Affected Property concerned or against the Employer's assets policy which may be in place for the Employer's portion of the Affected Property concerned, or both.*
- *The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the Affected Property and the nature of the insurable event.*
- *Tendering Contractors should note that cover provided by the Employer is only per the policies available on the internet web link listed below and may not be the cover required by the tendering Contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 83.2. In terms of clause 83.1 "the Contractor provides the insurances stated in the Insurance Table except any insurance which the Employer is to provide". Hence the Contractor provides insurance which the Employer does not provide and in cases where the Employer does provide insurance the Contractor insures for the difference between what the Insurance Table requires and what the Employer provides.*
- *Further information and full details of all Eskom provided policies and procedures may be obtained from: Eskom Group Insurance.*

C1.2 Contract Data

Part C1.2b - Data provided by the *Contractor*

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	10% 10%
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The <i>Service Information</i> for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	
CV's (and further key person's data including CVs) are in .		
A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	C2.2 the <i>price list</i>
11.2(19)	The tendered total of the Prices is	RATE BASED

Part C2: Pricing Data

TSC3 Option A

Document reference	Title	No of pages
	This cover page	1
C2.1	Pricing assumptions: Option A	2
C2.2	The <i>price list</i>	2

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for <i>Services</i> Provided to Date is the total of
		<ol style="list-style-type: none">1. the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and2. where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

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

C2.2 the *price list*

NB: Prices to include labour, supply of all ingredients, overheads, safety, protective clothing, profits, packaging costs, serviettes and condiments like salts etc., biodegradable straws, cutlery and crockery.

Meals:	UNIT	RATE excluding vat
Breakfast (as per the breakfast specification table)	Per meal	
Lunch - Mersey training Centre (as per the lunch specification table)	Per meal	
Lunch - Pietermaritzburg and Durban Areas (as per the lunch specification table)	Per meal	
Dinner(as per the dinner specification table)	Per meal	

Drinks Options:	UNIT	RATE excluding vat
300ml Can of Cold drink	Each	
500ml Bottled water add to scope	Each	
300ml Can of 100% Fruit juice	Each	

Braai Options:	UNIT	RATE excluding vat
Braai Coal, Pap, Chutney , 2 salads and 2 bread rolls	Per person	
Steak 180 gram	Each	
Lamb Chop 200 gram	Each	
Wors/Mutton sausage 160 gram	Each	
Chicken Drumstick 150 gram	Each	

Snacks Options:	UNIT	RATE excluding vat
Assorted muffins with butter	Each	
Scones with butter	Each	
Scones with butter and cheese, or, jam and cream	Each	
Toasted Sandwiches with assorted fillings	Each	
Whole fresh fruit	Each	
Lunch Pack including packaging and condiments (as per the lunchpack specification table)	Per pack	
Yoghurt	Each	

Provision for Special Meals (health meals, vegetarian meals, Halaal meals, kosher meals and special dietary requirements)	UNIT	RATE excluding vat
The provision and serving of Special Meals	% markup of meal cost	
Transport *Travelling will be paid from the Base Station **Base Station is Mersey Training Centre.	Km	

Other:	UNIT	RATE excluding vat
Long life milk (full cream / low fat) for mid-morning and afternoon tea/coffee	Per Litre	
Polystyrene foam 2 division meal box with a plastic spoon, fork and knife	Per Set	
Food Delivery Service *Travelling will be from the base station. **Base Station is Mersey Training Centre. Travelling costs will only be for the delivery of food to site, which has been prepared at the Mersey Training Centre.	Per Km (incl. toll fees and parking fees)	
Cleaning of the kitchen, grocery storerooms and dining hall, as per the service information and applicable regulations	Monthly	
Pest Control in the kitchen, grocery storerooms and dining hall, as per the service information and applicable regulations	Monthly	
Provision of COVID SHE requirements	Monthly	
Cleaning of the extractor hood	Per service	
Cleaning of the fat trap	Per service	
Provision of Hygiene Audit Report	Per report	
Adhoc items requested by Service Manager	% markup of Quote	

Notes to the Price List

1. The above rates exclude VAT.
2. The rates offered will remain fixed and firm for the first 12 months of the contract period, thereafter escalation may be applied for, in writing, annually based on CPI by the *Contractor*.
3. The escalation will only be applicable from the date of approval.
4. CPI will not apply to items relating to % Markups.

Part C3: 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 suitably qualified *Contractor* for the Provision of Catering Services for KwaZulu Natal Operating Unit, on an as and when required basis for the Mersey Training Centre and the Pietermaritzburg and Durban Areas.

1.2 Employer's requirements for the service

1.2.1 Mersey Training Centre

- Preparing of meals are done at an Eskom Mersey Training Centre premises. In the event where the *Contractor* deems the volumes not viable for meals be prepared at Mersey Training Centre, the *Contractor* has the option to prepare the meals offsite at an acceptable food preparation premises and deliver to the relevant venues. No kilometres will be paid for delivery to Mersey Training Centre if meals are prepared at different site.
- Provision of Breakfast for Accommodation Residents, Eskom employees and External Clients, as and when required on an ordered quantity via a task order, up to 7 days a week.
- Provision of Lunch for Accommodation Residents, Eskom employees and External Clients, as and when required on an ordered quantity via a task order, up to 7 days a week.
- Provision of Lunch for Eskom employees and External Clients at the conference venues in and around Mersey Training Centre, as and when required on an ordered quantity via a task order, up to 5 days a week.
- Provision of Lunch packs to Accommodation Residents, Eskom employees and External Clients, as and when required on an ordered quantity via a task order. This is done as per the demands of the customer. It must be served in polystyrene foam boxes with plastic spoons, plastic forks, plastic knives, serviettes and salt etc.
- Provision of Food Delivery Services in and around the Mersey Training Centre, as and when required via a task order.
- Provision of mid-morning and mid-afternoon tea and snacks to Eskom employees and External Clients at the conference venues at Mersey Training Centre, as and when required on an ordered quantity via a task order, up to 5 days a week.
- Provision of afternoon sandwiches to Accommodation Residents, Eskom employees and External Clients, as and when required on an ordered quantity via a task order, up to 5 days a week.
- Provision of Dinner for Accommodation Residents, Eskom employees and External Clients, as and when required on an ordered quantity via a task order, up to 7 days a week.
- The provision and serving of health meals, vegetarian meals, Halaal meals, kosher meals and special dietary requirements based on orders placed in advance via a task order.
- Provision of refreshments as and when required by the Client, on an ordered quantity via a task order.

- The supply of Long Life Milk for Mersey Training Centre, for the use in cereals, tea and coffee. Milk used in the preparation of meals will be for the account of the *Contractor*.
- The provision of all tea and coffee, and sugar for these beverages, will be supplied by Eskom, and served by the *Contractor*.
- The provision of all food stuff and other material necessary for the catering *services*.
- Setting up of meals and make sure that meals are presented in a neat manner.
- Sit down meals will be served by use of crockery and cutlery, which will be provided by the *Contractor*. The *Contractor* will be responsible for any broken or missing crockery and cutlery.
- Provision of utensils, catering dishes and appliances, over and above that supplied by Eskom, as and when required for the provision of the *services*, are for the *Contractor's* account.
- The *Contractor* will be responsible for the repair or replacement of any damage to Eskom owned property, equipment, appliances and utensils.
- Provision, with all meals, tooth-picks, serviettes and drinking straws, by the *Contractor*.
- Provide trained personnel and management necessary for the efficient running of the catering *services*.
- Maintain the premises in a clean and hygienic manner.
- Provision of material and supplies for disinfection of food preparation surfaces, equipment, the kitchen and the canteen.
- Provision for Hygiene Audits Reports, on *Service Manager's* request, from an accredited independent authority. The Costs to obtain the Hygiene Audits Reports is for the account of *Contractor*.
- Meals must be altered weekly on a four week rotational basis or by agreement by the *Service Manager*.
- Ensure that meals are nutritious, healthy and in good quality. All menus designed by the *Contractor* must be approved by an accredited dietician.
- Ensure an effective administrative, accounting systems and procedure for the efficient running of the catering *service*.
- The following meal times that must be adhered to, unless otherwise instructed by the *Service Manager*:
 - Breakfast : To be served between 06h00 – 08h00
 - Morning Tea : To be served between 10h00 – 10h30
 - Lunch: To be served between 11h30 – 13h00 at the Canteen as well as the Conference Venues.
 - Afternoon Tea : To be served between 14h30 – 15h30
 - Afternoon Sandwiches : To be served at 16h00, if requested by the *Employer*
 - Dinner : To be served between 18h00 – 20h30

The details of the contents contained in each meal are provided in the table below:

Provision of Breakfast Meals

Breakfast Specification Table:

Item	Weight (Per person)
Tea or Coffee (supplied by Eskom and served by the <i>Contractor</i>)	250ml
Bread / Toast	4 Slices
Protein	80g – 150g
Eggs	2 Large
Side dish (Vegetables)	100g
Cereals (Hot or Cold)	125g
Margarine	2 x 8g Flora or equivalent
Jam	2 x 8g
Milk for cereal and tea/coffee	300 ml of Long life full cream / low fat milk

The breakfast menu will be developed, and proposed by the *Contractor* to the *Service Manager* for approval, in line with the Breakfast Specifications Table.

Provision for Special Meals (health meals, vegetarian meals, Halaal meals, kosher meals and special dietary requirements)

Should the provision of health meals, vegetarian meals, Halaal meals, kosher meals and special dietary requirements be required, a task order will be issued for this. The *Contractor* will be paid a percentage (%) markup as indicated in the *price list* based on the invoice provided for the cost of the meal. Furthermore the *Contractor* will be paid a kilometre rate from Mersey Training Centre to the collection point, to the delivery point and back to Mersey Training Centre.

Provision of Lunch Meals

Lunch Specification Table:

Contents	Weight (Per person)
Protein	Protein (red meat) : 250g OR Protein (white meat) - : 250g
Gravy	100ml
Starch (variety)	300g
Vegetables(Yellow/White & Green)	125g
Salads (variety)	125g
Salad Dressing	25ml

The lunch menu will be developed, and proposed by the *Contractor* to the *Service Manager* for approval, in line with the Lunch Specifications Table.

Lunch Pack Specification Table:

Contents	Weight (Per person)
Protein	Protein (red meat) : 250g OR Protein (white meat) : 250g
Starch (Pap) or Rice	300g
Unsalted peanuts or Health bar or dried fruits	100g
Fresh Fruit	Either an apple, banana, pear, orange, mandarin or as agreed with the <i>Service Manager</i>
Packaging	Polystyrene foam 2 division meal box with a plastic spoon, fork and knife. Include condiments. Must be covered with cling-wrap.

Snacks

Contents	Weight (Per snack item)
Assorted Muffin with butter	80g
Toasted Sandwiches with assorted fillings	160g
Scones with butter	90g
Scones with butter and cheese, or, jam and cream	100g
Whole fresh fruit	Either an apple, banana, pear, orange, mandarin or as agreed with the <i>Service Manager</i>
Yoghurt	100g (choice of normal fat and low fat) in individually sealed container

Provision of Dinner Meals

Dinner Specification Table:

Contents	Weight (Per person)
Protein	Protein (red meat) : 250g OR Protein (white meat) - : 250g
Gravy	100ml
Starch (variety)	300g
Vegetables(Yellow/White & Green)	125g
Salads (variety)	125g
Salad Dressing	25ml
Dessert (variety)	125g

The weekly dinner menu, will be developed, and proposed by the *Contractor* to the *Service Manager* for approval, in line with the Dinner Specifications Table.

Provision of Special

Provision of refreshments

The *Contractor* will be required to supply the refreshments listed below as and when required by the *Employer* or their representatives:

- Coca-Cola soft drinks in 300ml cans
- Liqui Fruit fruit juices in 300 ml cans
- Bottle water in 500ml

Provision of material and supplies for disinfection of food preparation surfaces and canteen

The *Contractor* will be required to provide cleaning material (Food Approved) and wash the dishes and other utensils used in the kitchen as well as cleaning and disinfecting the food preparation surfaces and the canteen.

The *Contractor* will be required to provide the chef's knives, materials and consumables required to achieve the above as well as ensuring the hygiene of his/her employees. Quarterly hygiene audits to be performed by the reputable independent laboratory. The cost of these will form part of the catering contract and should be included as part of the *Contractor's* rates in the Price List.

Set up of Venues

The *Contractor* will be required to ensure that the venues are set up using linen, cutlery and crockery. The Boardrooms and Conferencing Venues need to be cleaned and ready for use from Monday to Friday every week.

1.2.2 Pietermaritzburg and Durban Areas

- Provision of catering services for meetings and training interventions at Pietermaritzburg and Durban Areas sites, on an as and when required basis, on an ordered quantity via a task order.
- Preparing of meals are done at an Eskom Mersey Training Centre premises. In the event where the *Contractor* deems the volumes not viable for meals be prepared at Mersey Training Centre, the *Contractor* has the option to prepare the meals offsite at an acceptable food preparation premises and deliver to the relevant venues. Kilometres will be paid from Mersey Training Centre, the base site to the delivery site and back to Mersey Training Centre.
- The provision of all foodstuff and other materials necessary for the catering *service*.
- Serving of meals to the Eskom employees and guests at the requested site as well as catering for special functions i.e. boardroom meetings, conferences, training interventions.
- The provision and serving of health meals, vegetarian meals, halaal meals, kosher meals and special dietary requirements based on orders placed in advance via a task order.
- Provision of refreshments as and when required by the Client, on an ordered quantity via a task order.
- Setting up of meals and make sure that meals are presented in a neat manner.
- Sit down meals will be served by use of crockery and cutlery, which will be provided by the *Contractor*. The *Contractor* will be responsible for any broken or missing crockery and cutlery. Washing of crockery and cutlery will be done off-site by the *Contractor*.
- Provision of utensils, catering dishes and appliances, as and when required for the provision of the *services*.
- The *Contractor* will be responsible for the repair or replacement of any damage to Eskom owned property, equipment, appliances and utensils.
- Provision with all meals of tooth picks, serviettes and biodegradable biodegradable drinking straws, by the *Contractor*.
- Provide trained personnel and management necessary for the efficient running of the catering *services*.
- Maintain the premises in the clean and hygienic manner.
- Provision of material and supplies for disinfection of food surfaces and equipment.
- Ensure that meals are nutritious, healthy and in good quality.
- Ensure an effective administrative, accounting systems and procedure for the efficient running of the catering *service*.
- The meal times that must be adhered to, as stipulated on the Task Order.

The details of the contents contained in each meal are provided in the table below:

Specification of Meals

Contents	Weight (Per person)
Protein	Protein (red meat) : 250g OR Protein (white meat) - : 250g
Gravy	100ml
Starch (variety)	300g
Vegetables(Yellow/White & Green)	125g
Salads (variety)	125g
Salad Dressing	25ml

Specification of Drinks

Contents	(Per person)
300ml Can of Cold drink	Coca-Cola soft drinks in 300ml cans – SABS approved
500ml Bottled water	500ml bottles - SABS approved
300ml Can of 100% Fruit juice	Liqui-Fruit fruit juices in 300ml cans – SABS approved

Set up of Venues

The *Contractor* will be required to ensure that the venues are set up using linen, cutlery and crockery. The Boardrooms, Conferencing Venues and dining areas need to be cleared of all catering equipment and ready for use after each function.

1.2.3 Food Safety

The supplier will be required to comply with safety laws and safety procedures with the minimum of the following:

- Occupational Health and Safety Act ,Act 85 of 1993 with copy of Company Health & Safety Policy
- National Health Act (Act No 61 of 2003)
- Foodstuff, Cosmetics and Disinfectant Act, Act 54 of 1972
- SANS 22000 Food safety Management
- SANS 10156 Handling of Chilled or Frozen food
- SANS 10133 Pest control in Food handling areas
- SANS 10049 Food safety Management and pre requisites
- SANS 10330 Requirements for a Hazard Analysis and Critical Control Point (HACCP) system
- Regulations Governing General Hygiene Requirements for Food Premises, the Transport of Food and Related Matters - GN 638/2018 (foodstuffs, Cosmetics and Disinfectants Act 54 of 1972)
- 39-113 Eskom Food Hygiene and Safety Management Standard
- R638 of June 2018
- Uniforms and Personal Protective clothing for the *Contractor's* employees must be issued by the *Contractor* and be in good and acceptable condition as deemed by the *Service Manager*.
- Annual medical observation and surveillance of each of the *Contractor's* employees (once at the beginning of the year (3 times during the three year contract period)
- Cleaning of the extractor hood to be done at a minimum of a quarterly interval by the *Contractor*
- Cleaning of the fat trap to be done at least on a monthly basis by the *Contractor*
- Pest Control to be performed monthly in the kitchen, grocery storerooms and dining hall.
- The ERE Safety Representative will monitor compliance by the *Contractor* with the Health and Safety Policy by means of Audits, and may give instructions for improvements.
- The *Contractor* shall note that independent health and safety audits (or if considered suitable by the ERE Safety Manager combined audits with the *Contractor's* auditor) will be carried out as considered necessary by the ERE Safety Representative.
- The chef must have at least a General Chef Training certificate and a Food Handlers Certificate, from an accredited body
- The management must have a Food Safety Management Training Certificate from an accredited body.
- All associated staff involved in the preparation of the food must have a Food Handlers Certificate from an accredited body.

1.2.4 Adhoc Items

- Provision of Adhoc items as requested by *Service Manager* for the delivery of the *service*.

1.2.5 COVID Provision

- Provision of COVID PPE to meet the SHE requirements for the period requested by *Employer*. This provision must come to an end if instructed by the *Service Manager* and the *Contractor* will no longer be compensated for this provision.

1.3 Interpretation and terminology

The following abbreviations are used in this *Service Information*:

Abbreviation	Meaning given to the abbreviation
ERE	Eskom Real Estate Department
N/A	Not Applicable

2. Management strategy and start up

2.1 The *Contractor's* plan for the *service*

The *Contractor* must detail below a plan which stipulates how he intends on performing the *service* throughout the *service period*, as required by clause 21.2.

Staff structure

E.g.,

- a) 1 x Supervisor
- b) 1 x Head Chef
- c) 2 x Assistants
- d) 2 x Cleaners

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

Submit forecast of planned meal menu by last day of each month for the new month

2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall contract progress/feedback in terms of contract obligations ,	Monthly intervals or when deemed required by the <i>Service Manager</i> .	Mersey Training Centre or Eskom Mkondeni or Eskom New Germany	<i>Employer / Service Manager / relevant Eskom representatives and appointed Contractor representatives.</i>

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.

2.3 Contractor's management, supervision and key people

The *Contractor* must include an organogram of the structure that will be supporting with contract. The names, identity numbers, qualifications and experience must be listed.

2.4 Provision of bonds and guarantees

N/A

2.5 Documentation control

The *Contractor* to ensure that all documentation relating to this contract is filed and kept on site for viewing by the *Service Manager* at any time. The *Contractor* must ensure that all documents are also kept in soft copy and backed up on a hard drive which must be handed to the *Service Manager* at the end of the contract. Files are to be neatly labelled and indexed.

All correspondence shall be dated and sequentially numbered and distributed in accordance with a procedure as agreed and accepted by the *Service Manager*.

Any catering requirements will be communicated to the *Contractor* via a Task Order.

Feedback questionnaires must be duly completed by all delegates and forwarded to the Eskom Real Estate Department.

Eskom will periodically request detailed reports from the *Contractor* regarding the gaps, problems and highlights. Possible solutions will be required with this detailed report.

2.6 Invoicing and payment

The *Contractor* provides a statement on the 15th and 25th of every month for the duration of the contract. The statement will reflect the following information of on all invoices submitted for payment, from the start of the contract:

- Date of Invoice
- Date of delivery of *Service*
- Invoice Number
- Invoice Amount excluding VAT
- PO Number
- Task Order Number
- GR Number
- Payment Status (either Paid or Unpaid)

The statement will also reflect the following summaries:

- Invoice payments outstanding <= 30days
- Invoice payments outstanding > 30days <=60 days
- Invoices payment outstanding > 60days <=90 days
- Invoices payment outstanding > 60days <=90 days
- Invoices payment outstanding > 90days
- Total of Invoices where the *Contractor* has received payment
- Total of Invoices where the *Contractor* is awaiting 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
ESKOM HOLDINGS SOC LIMITED

and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- Description of *service* provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

The *Contractor* shall comply with the *Employer's* E-Invoicing process when submitting invoices for payment.

2.6.1 Payment Item Descriptions

The descriptions given for the payment items in the Price List, indicate the work to be allowed for in the tendered rates and prices for such payment items, and are for the guidance of the *Contractor* and do not necessarily repeat all the details of work and materials required by and described in the *Service Information*.

2.6.2 Prices to be Inclusive

The *Contractor* shall accept the payment provided in the Contract and represented by the rates and prices tendered by him in the Price List, as payment in full for executing and completing the work as specified.

Where the *Contractor* has priced an item as "nil" or "0-00" it will be deemed that no charges are or will be incurred against such an item. In the event of no price having been entered against any item, the tendered rate, price or sum will be taken as "nil" or "0-00".

2.6.3 Measurement Meetings

The *Contractor* shall attend monthly meetings with the *Service Manager* and Supervisor where all matters concerning payment shall be discussed. In particular the *Contractor* shall submit for the meeting a monthly statement together with all calculations and supporting data in substantiation of any payments.

2.7 Contract change management

- Templates in terms of NEC3 as prepared by the *Service Manager* for *payment* certificates, early warnings and defect notifications can only be used in this contract.
- The *Contractor* shall request this form from the *Service Manager*.

2.8 Records of Defined Cost to be kept by the *Contractor*

All records as required to back up any defined costs must be kept on file by the *Contractor* and be made available when requested by the *Service Manager*.

2.9 Insurance provided by the *Employer*

See Annexure A above

2.10 Training workshops and technology transfer

- The *Contractor* shall provide training for both kitchen and conference personnel at dates as agreed upon by the *Contractor* and the *Service Manager*.
- All SHEQ training to be risk based and in accordance to *Contractor* Food Hygiene Management Programme.
- The *Contractor* shall ensure that the employees are trained on food hygiene, personal hygiene and food safety.

2.11 Design and supply of Equipment

The *Contractor* takes full liability for the use of all equipment in the execution of *services* for this contract.

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

2.12.1 Equipment


None

2.12.2 Information and other things

- Summary of lessons learnt during the contract period.
- Summary of training undertaken by the *Contractor's* employees over the duration of the contract.
- Copy of all complaints registers
- Copy of all completed questionnaires
- Copy of all monthly reports
- All Safety Files and all other relevant safety documentation relevant to this contract.

2.13 Management of work done by Task Order

The *Contractor* must only carry out work if he receives a signed Task Order from the *Service Manager* or his delegates. Below is an example of a Task Order Form, whereby the format be changed at any time by the *Service Manager*.

	TASK ORDER	Template Identifier	240 - 774601027	Rev	
		Effective Date	12 August 2015		
		Next Review Date	August 2018		
		Eskom Real Estate			

TASK ORDER NO:		SAP No:				
ISSUED BY:		SIGN:				
DATE ISSUED:						
CONTRACTOR:						
ORDER NUMBER:						
PLANNED START DATE :						
PLANNED COMPLETION:						
DELAY DAMAGES:						
LOCATION:		INTERNAL ORDER				
CONTACT PERSON ON SITE :						
TYPE						
I authorize you to carry out the following task/s on the above site as per scope of works listed below:						

Scope of Work: (tick) **Complete** ☐ **Incomplete** ☐

Date Complete _____

Contractor: _____ **Eskom Responsible Person:** _____

Date: _____ **Date:** _____

Signature: _____ **Signature:** _____

2.14 Low service damages table

Item	Amount
Non-compliance to Eskom's Life Saving Rules	R1000 per finding
Non-compliance to Eskom Procedures and Policies	R500 per finding
Non-compliance to Food Safety Acts, Standards, Procedures and Policies	R500 per finding
Non-compliance to the OHSACT	R500 per finding

3. Health and safety, the environment and quality assurance

3.1 Health and safety risk management

In addition to the requirements of the laws governing health and safety, Eskom may have some additional requirements particular to the *service* and the Affected Property for this contract. The text below provides for these being attached as an Annexure to this *Service* Information. PLEASE ALSO READ CORE CLAUSE 27.4 TOGETHER WITH Z7 IN THE ADDITIONAL CONDITIONS OF CONTRACT TO MAKE SURE THAT WHATEVER IS INCLUDED IN THE ANNEXURE FOLLOWS ON FROM THOSE CLAUSES.

The Divisional/Regional Safety Risk Manager or his representative having jurisdiction over the *service* must provide the relevant safety, health and environmental (SHE) criteria for incorporation into this *Service* Information. The SHE specification / scope must be signed off by the Divisional/Regional Safety Risk Manager or his representative confirming that the applicable safety criteria have been taken into account.

The Commodity Manager / Buyer must refer the tender to the Divisional/Regional Safety Risk Manager or his representative in order to evaluate against enquiry-specific safety criteria.

The Divisional Safety Risk Managers who will be responsible for the allocation of resources to assist P&SCM with the above processes are as follows:

- Generation: Roley McIntyre
- Transmission: Tony Patterson
- Distribution: Alex Stramrood
- Enterprises: Jace Naidoo
- Corporate: Kerseri Pather

The *Contractor* shall comply with the health and safety requirements contained in **Annexure B to this *Service* Information.**

3.2 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in **Annexure B to this *Service* Information.**

3.3 Quality assurance requirements

Quality management

System requirements

Clause 3.3.1 requires that the *Contractor* operate a quality management system as stated in the Scope. Include your requirements here

The *Contractor* shall control his activities and processes in accordance with Eskom's Quality Assurance Standard **QM58: Supplier *Contractor* quality requirements specification**

The *Employer's* representatives have the right to conduct random food testing of meals provided on site on a monthly basis.

The HACCP system (farm to fork) will be used to audit the *Contractor* on his quality controls procedures.

The *Contractor* will be responsible for the verification and signing of the quality inspection points which must be maintained by the *Contractor* and presented to Eskom on request.

Information in the quality plan

Clause 3.3.2 requires that the *Contractor* provide a quality policy statement and quality plan which complies with requirements stated in the Scope. Include your requirements here

- (a) The *Contractor* shall demonstrate, provide and maintain a Quality Management System (QMS) that is ISO 9001 compliant or provide Quality Policy and Method statement or Contract Quality Plan
- (b) The *Contractor* agrees to control and professionally preserve and store appropriate documents , records and recordings to guarantee the traceability of the *services* rendered and inspection thereof;
- (c) The delivered *services* shall be uniform in Quality and condition, consistent with good industry practices and adhere to requested Eskom requirements, without deviation.
- (d) Eskom shall have the right to conduct surveys and perform surveillance of the *Contractor's* facilities to
- (e) Eskom reserves the right to inspect any or all of the work. Verification by Eskom shall not absolve the *Contractor* of the responsibility to provide acceptable *services*, nor shall it preclude subsequent rejection by
- (f) The *services* must comply with the agreed specifications and the applicable directives set out in the agreement. Defects notified by Eskom shall be remedied by the *Contractor* upon demand by Eskom without undue delay and at no extra cost. The *Contractor* shall continuously monitor and identify non-conformances, relating to the scope of work, as signals of opportunities for improvement making process and other relevant changes to prevent recurrence
- (g) The *Contractor* / Consultant shall further identify potential problems before they occur by identifying deviations in patterns or trends in *service* or process performance.
- (h) Nothing contained in the Contract shall relieve in any way the *Contractor* / Consultant from the obligation of Quality control thereof.
- (i) The *Contractor* / Consultant guarantees that the quantity, Quality and outward appearance of the delivered *services* will comply with the requirements of the contract and/or relevant specifications.
- (j) The *Contractor* / Consultant shall prove its ability, on request, to relate to the proposed scope of work which establishes the manner in which the *Contractor* / Consultant intends to perform the Contract.
- (k) The *Contractor* / Consultant shall, on request, prove its organisational, logistics and support resources to ensure the requirements of the contract can be achieved.

Eskom reserves the right to assess and measure , in the selection process, the qualifications , capability and competence of the key staff (assigned personnel) in relation to the scope of work and to interview any / all *Contractor* / Consultant to confirm the Quality evaluation

The *Contractor* shall comply with the Quality criteria and constraints stated in **Annexure B to this Service Information.**

4. Procurement

4.1 People

- The *Contractor* is solely responsible for the resolution of any dispute or problems that may occur between himself and his staff.
- The *Contractor* undertakes to hold the *Employer* harmless against any determination or award made in terms of the Labour Relations Act No.66 of 1995 as amended.

4.1.1 Minimum requirements of people employed

- All of the *Contractor's* staff must be able to communicate in English.
- All of the *Contractor's* staff must have the necessary qualifications to execute the designated functions
- All of the *Contractor's* staff who are not South African citizens, must have valid work permits.

4.1.2 BBBEE and preferencing scheme

SANAS accredited BBBEE certificate (certified copy) or valid original sworn affidavit (DTI template, stamped by commissioner of oath) for EME/QSE level 1 OR 2

4.2 Subcontracting

4.2.1 Preferred subContractors

N/A

4.2.2 Subcontract documentation, and assessment of subcontract tenders

N/A

4.2.3 Limitations on subcontracting

The use of Sub *Contractors* by the *Contractor* must be approved in writing by the *Service Manager* before commencement on site.

4.2.4 Attendance on subContractors

is the sole responsibility of the *Contractor*.

4.3 Plant and Materials

4.3.1 Specifications

N/A

4.3.2 Correction of defects

N/A

4.3.3 Contractor's procurement of Plant and Materials

N/A

4.3.4 Tests and inspections before delivery

N/A

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

The *Employer* will not provide any materials for use by the *Contractor*.

5. Working on the Affected Property

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

The *Contractor* and all of his staff shall undergo Eskom induction prior to entering the Affected Property.

5.1.1 Roads and Vehicles

- All vehicles used on site, by the *Contractor* will be compliant with Eskom Standards.
- All road signs and traffic laws / regulations on site will be adhered to. Employees of the *Contractor* failing to comply will be removed from site and denied any further access.
- Drivers of vehicles in the Eskom Property will be required to obtain an Eskom Driver Permit.

5.1.2 Security

- The *Contractor's* staff will be subject to all security measures, rules and regulations of the Eskom Security Services
- Vehicles and staff agree and accept the searching of all staff, bags, briefcases and vehicles.

5.1.3 Access to and Departure from the Site

- Access to the site will be via the main security gate. The *Employer* informs the *Contractor* of the access procedures, and it should be expected that such procedures may change depending on the prevailing security situation.
- The *Employer* reserves the right for its Security personnel to search persons or vehicles entering or leaving the premises. This includes, but is not limited to staff, briefcases, bags and toolboxes.
- All persons entering Eskom sites are subjected to alcohol testing.

5.1.4 Temporary Gate Permits

- The *Contractor* provides the *Employer* with the personal details of their staff at least two weeks prior to the contract start date. All names and details to be submitted to the *Employer* who arranges for all gate permits.
- If an employee is no longer in the employ of the *Contractor*, the *Contractor* shall notify the *Employer* in advance, and replacements communicated to the *Employer* as well, whereby they will have to attend induction as well.
- The *Contractor* ensures that all equipment and materials brought through the security gate is signed in at the main security gate on the approved Eskom security form.

5.1.5 Removal

- The *Contractor* is not allowed to remove any equipment or materials from site without producing the relevant Eskom security forms and the equipment lists.
 - If the equipment or material is to be removed the same day, on which they were brought on to site, then the security form will need to be produced at the gate when leaving the site.
 - The removal of any item at a later stage of the contract will require a security form with the necessary approval and responsible manager's signature.
 - If the equipment or material is removed after this time then a Non-Returnable Gate Release will be provided by the *Employer's* Representative, on receipt of the original security form, with which the *Contractor* brought the equipment on site.

5.2 People restrictions, hours of work, conduct and records

- The *Contractor* is responsible for the provision of meals of his own personnel, and the cost thereof.
- The *Contractor* is responsible for the provision of transportation for all personnel to site, from site and on Site.
- The *Contractor* is responsible for the training and development of his staff whilst employed by the *Employer*.
- The *Contractor* keeps records of his people working on the Affected Property, including those of his *SubContractors* and the *Service Manager* shall have access to these records at any time.

5.3 Health and safety facilities on the Affected Property

Contractor to provide own Emergency preparedness procedure and align to site emergency procedure.

5.4 Environmental controls, fauna & flora

5.4.1 Protection of Flora

The removal, damage and disturbance of indigenous flora are prohibited.

The use of herbicides is prohibited unless accepted by the *Service Manager*.

5.4.2 Protection of the Fauna

The *Contractor* shall protect fauna living within the Site and shall ensure that hunting, snaring, poisoning, shooting, nest raiding or egg collecting and disturbance does not occur.

The *Contractor* is to ensure that his employees are instructed not to feed wild animals.

The use of pesticides is prohibited unless accepted by the *Service Manager*.

No domestic pets or livestock are permitted on site.

5.5 Cooperating with and obtaining acceptance of Others

The *Contractor* will cooperate with the *Service Manager*, his delegates and support structures, in matters relating to this contract.

The *Contractor* will cooperate with the management staff of the Affected Property.

The *Contractor* will cooperate with all statutory authorities or inspection agencies.

5.6 Records of *Contractor's* Equipment

Prior to starting work on the Affected Site, the *Contractor* will compile a list his equipment, either owned or hired, which will be used for the execution of this contract. It should include the make, type, year of manufacture, colour and function or use. This list will be signed off by the *Contractor* and the *Service Manager*.

- Any electrical equipment or appliances used by the *Contractor* must comply with all relevant safety regulations and requirements and be maintained in safe and proper working condition.
- The *Employer* has the right to stop the *Contractor's* use of any electrical equipment or appliance, which in the *Employer's* opinion does not conform to the foregoing.

5.7 Equipment provided by the *Employer*

Prior to starting work on the Affected Site, the *Contractor* will compile a list of the *Employer's* equipment which is on site and will be used for the execution of the contract. This list will be signed off by the *Contractor* and the *Service Manager*.

- 1x Stand Alone Bain Marie 3 Division
- 1x Stand Alone Cupboard To Bain Marie
- 1x Flat Griller
- 1x Table Top 3 Div Bain Marie
- 4x Chest Freezers
- 1x Double Door Fridge
- 1x Upright Fridge
- 3x Stainless Steel Tables
- 1x Stand Alone Double Fish
- 1x Stainless Steel Table With Top
- 1x Steamer
- 1x Stove
- 1x Anvilil Flat Top Toaster/Press
- 2x Trolleys
- 1x Microwave
- 1x Gas Stove -6 Plate (Connected)

All of the *Employer's* equipment will be returned to the *Employer* by the *Contractor* upon termination of the contract.

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

5.8.1.1 Water and Electricity usage

- Water and Electricity will be supplied by the *Employer* and must be used in accordance with the Eskom Environmental objectives.
- The *Employer* will provide a central waste disposal area.
- The *Employer* will provide ablution facilities for use by the *Contractor's* employees on site.

5.8.1.2 Offices, Workshops and Stores

- The *Contractor* will make use of the office space and work areas provided by the *Employer* in pursuit of doing Eskom work. The cleaning and housekeeping of all areas provided is the responsibility of the *Contractor*.

5.8.1.3 The *Contractor* shall provide everything else necessary for Providing the service.

5.8.2 Provided by the *Contractor*

- The *Contractor* must provide his own gas bottles and refills as approved for use should the *Contractor* need to use the gas stove on site, in order to maintain the provision of the service.

5.9 Control of noise, dust, water and waste

Comply to the Occupational Health and Safety Act, Act 85 of 1993 and the applicable Regulations relating to noise and dust .The Water Act, Act 54 of 1956 for water and the Waste Act, Act 107 of 1998

Having due regard for local communities and dwellings, the *Contractor* shall restrict any of his operations which result in undue noise disturbance to those communities and dwellings.

The *Contractor* shall take appropriate measures to minimise the generation of dust as a result of his works, operations and activities to the satisfaction of the *Service Manager*.

The management of solid waste on site shall be strictly controlled and monitored. Only accepted waste disposal methods shall be allowed;

Littering shall be avoided;

(a) Domestic waste

Metal refuse bins or equivalent plastic refuse bins, all with lids, shall be provided by the *Employer* for all buildings. Refuse shall be collected and removed by the *Contractor* from all dining and kitchen facilities on a daily basis to the central waste disposal area.

(b) Organic waste

Refuse from food preparation and eating areas shall be collected and removed daily. Organic Waste shall be disposed of as per Domestic Waste.

(c) Used oil and grease

Used oil and/or grease shall be removed from site and sold to an accepted used oil recycling company.

(d) Hazardous waste

All hazardous waste shall be disposed of in an accepted hazardous waste disposal site and a disposal certificate supplied to the *Service Manager*.

5.10 Hook ups to existing works

Should the *Contractor* require interfacing his equipment to the Affected Facility, this will be done at the *Contractor's* cost based on approval by the *Service Manager*.

Compliance to the Eskom Life Saving procedure and Work at Height Standard, 32-418.

5.11 Tests and inspections

5.11.1 Description of tests and inspections

The *Contractor* shall conduct food, water and surface samples as required in terms of the health and safety specifications and occupational hygiene standards. Conduct daily food hygiene inspections and all other inspection as per the *Contractor's* Food hygiene programme.

Random tests and inspections will be conducted by Eskom staff.

5.11.2 Materials facilities and samples for tests and inspections

- Microbial food analysis by a SANAS accredited Laboratory
- Microbial and chemical analysis of water by a SANAS accredited laboratory
- Microbial surface samples for analysis by a SANAS accredited laboratory