



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 for Cleaning, Gardening ,High level
cleaning, Hygiene ,Fumigation and Pest control
service to Eskom Transmission North East Grid
Mpumalanga for a Period of 36 Months on As and
when required Basis**

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

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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

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 for Cleaning, Gardening ,High level cleaning, Hygiene ,Fumigation and Pest control service to Eskom Transmission North East Grid Mpumalanga for a Period of 36 Months on As and when required Basis

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

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

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

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

Signature(s)

Name(s) _____

Capacity _____

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Name &
signature of
witness

.....
*(Insert name and address of
organisation)*

Date

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

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

Note:

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

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

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

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

For the tenderer:

For the Employer

Signature _____

Name _____

Capacity _____

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

(Insert name and address of organisation)

Name & signature of witness _____

Date _____





C1.2 TSC3 Contract Data

Part one - Data provided by the Employer

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

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

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	 dispute resolution Option and secondary Options	A: Priced contract with price list W1: Dispute resolution procedure
		X1: Price adjustment for inflation X2 Changes in the law
		X17: Low service damages X18: Limitation of liability
		X19: Task Order X20: Key performance indicators Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[●]
	Fax No.	[●]
10.1	The <i>Service Manager</i> is (name):	Mbali Mapaila

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

	Address	Registered office at Eskom Park, Cnr of Jellicoe and Water Meyer Drive, Emalahleni, Mpumalanga
	Tel	+27 13 693 2155
	Fax	N/A
	e-mail	StockJK@eskom.co.za
11.2(2)	The Affected Property is	North East Grid Substations
11.2(13)	The <i>service</i> is	The Provision for Cleaning ,Pool ,Gardening ,High level cleaning, Hygiene ,Fumigation and Pest control service to Eskom Transmission North East Grid Mpumalanga For a Period of 36 Months on As and when required Basis.
11.2(14)	The following matters will be included in the Risk Register	[•]
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	n/a
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	[•] weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	01 July 2022
30.1	The <i>service period</i> is	36 Months ON AS and When Required
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	between the [•] 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	[•] weeks.
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose

appointment it shall not be necessary to prove) for amounts due in Rands and

(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* 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	<ol style="list-style-type: none"> 1. [●] 2. [●] 3. [●]
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	[●] weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	The person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration

		Foundation of Southern Africa (AFSA).		
	Address	[•]		
	Tel No.	[•]		
	Fax No.	[•]		
	e-mail	[•]		
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.		
W1.4(2)	The <i>tribunal</i> is:	arbitration		
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.		
	The place where arbitration is to be held is	[•] South Africa		
	The person or organisation who will choose an arbitrator			
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee		
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.		
12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	[•].		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		[•]	non-adjustable	
		1.00		
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X17	Low service damages			
X17.1	The <i>service level table</i> is in	[•]		
X18	Limitation of liability			

X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event
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
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"> • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	[●] 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	[●] days of receiving the Task Order
X20	Key Performance Indicators (not used when Option X12 applies)	
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	Annexure [●] to this Contract Data
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	[●] months
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to

disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.

Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:

- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
- undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.

Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to

include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

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

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

Z9 *Employer's* limitation of liability

Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)

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

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

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

Z11 Ethics

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

Affected Party means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

Coercive Action means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

Collusive Action means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

Committing Party means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,

Corrupt Action means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

Fraudulent Action means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

Obstructive Action means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

Prohibited Action means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of

this contract or in execution thereof.

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

Z12 Insurance

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

Insurance cover 83

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

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials	<u>Loss of or damage to property</u> The replacement cost

and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service	Bodily injury to or death of a person The amount required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 12.2 Replace core clause 86 with the following:

Insurance by the Employer 86

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

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

- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

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

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the

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

- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the Contractor

[Instructions to the contract compiler: (delete this notes before issue to tenderers with an enquiry)

Whenever a cell is shaded in the left hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

Notes to a tendering contractor:

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

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

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

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

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
11.2(19)	The tendered total of the Prices is R

PART 2: PRICING DATA
TSC3 Option A

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

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

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

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the

Prices.

- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

Format of the *price list*

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

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

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

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

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

C2.2 the price list

Item no.	Description	Unit	Expected quantity	Rate	Price
	Fixed Cost				
1.	Cost per Cleaner	Monthly	32		
	Cost Per Gardener	Monthly	12		
	Cost per Safety Officer for the whole Grid	Monthly	1		
	SHEQ Safety file	Once off	1		
2	Chemicals Delivered				
	Sunlight liquid Soap good quality (25ltr)	Quarterly	26		
	Bleach (25ltr)	Quarterly	26		
	Disinfectant (25ltr)	Quarterly	26		
	Floor stripper (25ltr)	Quarterly	26		
	Pine Gel (25ltr)	Quarterly	26		
	Windowlene (per pack)	Quarterly	26		
	Furniture Polish (per pack)	Quarterly	26		
	Floor Polish (25ltr)	Quarterly	26		
	Multi-Purpose Cleaner (per pack)	Quarterly	26		
3	Hygiene Items				
	Paper Towel Dispenser	Each	26		
	Paper Towel Wall Bin	Each	26		
	TR 3 Toilet Roll Holder	Each	26		
	Soap Dispenser	Each	26		
	Sanitary hygiene Bin (7 Day service)	Each	26		
4	Consumables				
	Toilet Paper (48 Roll double ply)	Each/Quarterly	26		
	Paper towel (Per Roll)	Each/Quarterly	26		
	Foam soap refill	Each/Quarterly	26		
	Doom (per pack) per station	Each/Quarterly	26		
	Disinfectant wipes (wet wipes)	Each/Quarterly	26		
	Blue Death(ants killer)	Each/Quarterly	26		
	Refusal Bins (100)	Each/Quarterly	26		
	Sanitary hygiene Bin Bags	E	26		

	Ratax (per pack)	Each/Quarterly	26		
	Toilet Spray (per pack)	Each/Quarterly	26		
	Mops	Per request	26		
	Brooms	Per request	26		
	Dishcloths	Per request	26		
	Yellow duster	Per request	26		
	Further duster	Per request	26		
	Heavy duty vacuum	Per request	26		
	Spade ,Shovels , Rake	Per request	26		
	Brush cutter	Per request	26		
	Wheelbarrow	Per request	26		
	Floor Scrubber	Per request	26		
5	Pest Control				
	Initial service	Per Visit	26		
	Supply & Install of rodent control bait boxes (stations)for office	Per item	26		
	Supply & Install of rodent control tamper proof bait boxes (stations)for office	Per item	26		
	Treatment of termites infestation	Per hole	26		
	Treatment of Ants & Cockroaches in office infestation	M square	26		
	Removal of Wasps	Per Nest	26		
	Removal Of Bee Hives	Per Hive	26		
	Classification Report				
15	n/a.	Hrs			
	The total of the Prices is (excluding VAT):				

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

2 Executive overview

Purpose of the services

The works includes Office Cleaning, **Pool Vehicles washing**, Gardening, High level cleaning, Hygiene, Fumigation and Pest control service,

3 Employer's requirements for the service

A. SCOPE OF WORK TO BE PERFORMED BY THE CLEANING

The Contractor shall provide all cleaning chemical with SDS, material and equipment (i.e. mops, brooms, etc.)

- **Training to be provided by the contractor to the cleaners on the Handling of hazardous Substance**
- **Training to be provided by the contractor for the cleaners on working at height (to be able to clean windows)**

Cleaning of floors

- Heavy duty industrial vacuum cleaner (low noise),scrubbing machine must be used
- All Carpets arears must be vacuumed daily
- All non – carpeted areas i.e. ramps, kitchen area, stairways must be washed /mopped daily and scrubbed once a week
- Spot cleaning of carpets must be done
- Stairways must be washed /vacuumed daily

Furniture/Upholstered Chairs and Equipment

- All furniture ,pictures ,top of office divided to be dusted and polished
- Telephones to be cleaned with disinfectant (wet cloth)
- Computer equipment to be dusted with a feather dusted or dry cloth
- Upholstery of fabric chairs and couches to be vacuumed once a week
- Couches and chairs upholstered with leather,to be properly cleaned with a soft cloths daily and to be treated with applicable leather cream, once a month.
- Washing of fabric chairs and couches with water and chemical on “as and when” required

Cloak/standby Rooms

- Walls tiles –complete was with disinfectant –once a week
- Toilet seats top and bottom-to be cleaned with disinfectant –daily

Walls, office Doors, door handles and Hand rails

- Walls to spot cleaned up to reachable height (Not allowed to use a chair or ladder without FAS)
- Windows to be cleaned with a wet cloth and disinfectant –daily
- Skirting, including power skirting,to be cleaned and disinfectant(wet cloth to be used-once a week
- Office doors to be cleaned with disinfectant (Marks to be removed)-daily
- All door handles to be cleaned with disinfectant –daily
- All door handles to be polished –once a week
- All hand rails on stairways to be cleaned with disinfectant

Waste paper bin

- Paper bins to be emptied and washed with disinfectant –once daily to be fitted with plastic bags(hygiene)
- Refuse bags with refuse, empty boxes, to be removed to refuse area and stacked in tidy orderly manner – twice a day .(refuse bag to be supplied by the contractor)

Spot Cleaning

- Check all the cloakroom three times day and replenish toilet paper, liquid hand soap, toilet wipes and hand paper towels
- Toilet bowls and hand wash basins to be spot cleaned three times a day
- Reception area to be properly cleaned –twice a day
- Emergency exit –to be cleaned daily Areas are kept free of obstacles-daily

Kitchen Service

- All container(Tea, coffee, sugar and milk) are to be kept filled with ingredients
- Safe keeping of Eskom utensils on daily basis and clean and tidy the kitchen (Kitchen to be tidied at all times)
- Kitchen to be locked after hours
- Kitchen and equipment to be kept clean and neat at all times
- Kitchen cupboards to be emptied and properly cleaned/washed and tidied-once a week
- Fridge to be properly cleaned –daily with disinfectant –weekly and defrosted-once a month
- Microwave to be properly cleaned
- All wash cloths and towel to be kept clean ad hygiene at all times
- Bins –empty bins regularly (3 to 4 times a day) and replace refuse bags as needed outdoors
- Heavy duty industrial vacuum cleaner ,scrubbing Machine to be used
- All furniture , picture and table to be dusted and polished –daily

Boardroom Service

- Prepare tea/coffee, at meeting and training required
- Ensure that utensils are cleaned and after meeting
- All furniture ,pictures and tables to be dusted and polished
- Heavy duty industrial vacuum cleaner and scrubbing machine to be used
- All carpets boardroom to be vacuumed twice a week
- Walls to spot cleaned up to reachable height
- Windows sills to be cleaned with a wet cloth and disinfectant
- Skirting, including power skirting.to be cleaned and disinfectant(wet cloth to be used-once a week
- Boardroom doors to be cleaned with disinfectant (Marks to be removed)-daily
- All door handles to be cleaned with disinfectant –daily
- All door handles to be polished –once a week
- All hand rails on stairways to be cleaned with disinfectant

Entrances

- Tiles and stairs to be swept and washed on a daily basis
- Area to be spot checked and tidied – 3 times per day
- Main entrance windows and doors to be washed daily up to reachable height
- Watering of indoors plant to be done weekly

External Cloak room

- Toilet bowls to be cleaned and scrubbed with disinfectant
- Hand wash basin to be cleaned and washed and disinfectant
- Tap and fittings basin outflow(drain) to be washed and disinfectant
- Cloak room floor to be washed with disinfectant daily
- Cloak room floor to be stripped –once a month
- Wall to be spot cleaned with disinfectant –daily
- Walls to have complete wash with disinfectant –once a week
- Doors to be disinfectant and marking to be removed ,door handle to be polished three times a week

Toilets

- Descale and remove algae, bacteria and uric encrustation from all areas
- Clean and disinfect both external and internal surfaces

Urinals

- Descale and remove algae, bacteria and uric encrustation from all areas
- Remove trap where possible and clean /disinfect and clear away all waste around and inside trap
- Clean and disinfect both external and internal surfaces

Hand Basin, Shower, Baths and Sinks

- Remove all scale deposit and algae from surface
- Clean and disinfect both external and internal surfaces of the fitment
- Clear overflow and waste pipes of accumulated waste deposit
- Clear and disinfect all taps ,plugs, chains, outlets ,channels and gullies

NB: Deep cleaning to be done quarterly or “as and when” required basis

NB: Cleaning will be done during /on weekday’s only (CLN stations including security building)

General

- Clean and disinfect accessible surface of fixtures
- Where possible remove showers drains, traps on urinals and basins, gratings and other parts so the unit can be cleared thoroughly
- Wash all walls, partition and floors surrounding the units
- High pressure clean all units to flush deposit or growth through the plumbing and into the main line
- Issue a service certificate on completion
- Report al detective plumbing sanitary fitment

B. SCOPE OF WORK TO BE PERFORMED BY THE GARDENING SERVICE

Grass Areas

All established garden lawns to be mowed, grass edges are to be trimmed, fertilized, top dressing and cutting raked every week and fortnightly

- **Training to be provided by the contractor to gardeners for the use of brush cutters, lawnmowers and herbicide application**

Flower Bed Areas

All areas currently planted with shrub and/or ground covers within the outer boundary fence line will be kept clean and neat, this will entail hand weeding, soil aeration and trimming of shrubs to maintain a groomed appearance

Paved Areas

Sweeping of all the internal roads, apply weed killer on parking and paved areas is required on a regular basis, to insure that they are clean at all times

Bank Areas

All banks are to be maintained on a regular, on-going basis and are to be maintained for the contract period .The grass undergrowth will be included in on-going maintenance

Watering

Sufficient hoses are to be supplied for hand watering and sprinkling of flowers bed area on an rotation basis. Free access o Eskom water point will be available

Refusal Removal

All garden cutting and refuse is to be stacked in an appropriate holding area, then remove from site to the dedicated municipal garden waste area on a weekly basis

Cutting

Brush Cutting	Not less than 50MM Not more than 100MM
Push Mowers	Not less than 20MM Not more than 40MM

Safety

All foreign matters, stones, etc. shall be removed prior to commencement of each cut to prevent damage to equipment, Building, vehicles and injury to personnel and public

Trimming

All area indicated at site form part of this contract, the grass against the perimeter fence as well as around building, manhole, paths, concrete or brick structure, flower beds etc. Is to be trimmed and shall be considered as part of the grass cutting operation

Removal of Cutting

The contract is responsible for the removal of grass cutting which are to be disposed of site to permitted site (to the dedicated municipal garden waste area

Security

The names and the identity number of all workman engaged in the work are to be submitted when the contractor is awarded and shall be amended as required. The contract shall nominate a responsible person who will be in charge of the site and who will be present all time whilst grass is being cut.

Occupational Health and Safety Requirement

Occupational Health and Safety Requirement to be met by contract. Contractor must comply with the provision of the abovementioned act and other applicable.

C. SCOPE OF WORK TO BE PERFORMED BY THE HYGIEN, DEEP CLEANING AND SUPPLYING OF CONSUMABLE

The provision of rental and management of hygiene equipment including supply and installation of consumable on a monthly basis Mpumalanga Operating Unit

Paper towels

- Durable/Strong
- Absorbent and comfortable virgin pulp paper
- Hygienic touch free operation and the only used once
- Easy to reload

Soap refills

- Durable ,Morden design
- Leak proof pump mechanism
- Easy to use and refill cartridge
- Touch free model to eliminate cross bacterial contamination

Urinal/Bowl Sanitizing system

- 24 hour effective and economical elimination of odours at source
- Drip feed-works even when toilet/urinary is not flushed
- Frequency services –**Quarterly**

Toilet Seat Wipes

- Alcohol based –quick drying toilet seat wipes ensuring hygienic use
- SABS tested 99.9% kill of bacteria
- Frequency of service-**Monthly**

Airfreshners

- Timer operated ,adjusted spray settings
- Day and night sensor
- Frequency of service-Monthly

Sanitary hygiene Bin

- Plastic lined
- Hands free(pedal) operated
- SABS tested “sanisoc” bactericide
- Frequency of service-every seven days or fourteen days as required

Anti-Bacterial waterless Sanitizer Dispenser

- Alcohol based, quick drying waterless sanitiser
- SABS tested 99.9% kill of bacteria
- Frequency of service-Monthly

D. SCOPE OF WORK TO BE PERFORMED BY THE PEST CONTROL

The provision of supervision, labour, equipment and transport to provide pest control service in Mpumalanga

- Contractor to be registered as a pest control Operator
- Pest control to be in accordance with the Fertilizers, farm Feed, Agricultural Remedies and stock Remedies Act
- Contracts to provide list of pesticide/insecticide that will be used, and to make sure herbicide used are environmentally friendly

CONTRACT REQUIREMENTS

The company must ensure that cleaner’s salaries/wages are according to Government Gazette for all cleaners employed on Eskom sites. None Payment of cleaner salaries/wages will be considered a serious breach in terms of this contract as it has adverse effect on the service to be reached

- Supplier must ensure that they have the necessary equipment to provide the services required from the start date of the contract.
- Supplier must ensure that only SABS approved cleaning products suitable for cleaning office are used.
- The contractor will be expected to attend monthly contract management meeting.

- In order to promote local job creation contractors will be required to source from the local communities within the area as per Eskom Zonal boarders.
- Supervisors to ensure that time sheets are signed by the cleaners and gardeners at all times

Non-conformance to the above will result in the following consequence.

- Eskom reserve to the above right to cancel the contract immediately and replace with another service provider. All cost incurred as a result of such action will be recovered from the outgoing contract

Appointment of Responsible Persons

The contractor shall cause all work to be carried out under general Supervision of a responsible person appointed by the Contractor in writing in accordance with the provision of the Regulation made in terms of the Occupational health and Safety Requirement to be met by the Contractor and Sub-contractor employed by Eskom.

A copy letter of the of the appointment and of the appointee's written acceptance thereof shall be lodged within the Facilities Manager before any work on site shall commence.

In addition, the contractor shall provide the Facilities Manager with the names of any safety representative appointed in terms of section 4.2.1.3 of the abovementioned Act and who has been given the responsibility of any site or sites falling under the terms of this contract.

Leaderships Visibility

- Eskom will carry out random inspections at the site and evaluate visits.
- The directors of cleaning companies must visit sites at least once per month

Uniform and protective Clothing

- The contractor will supply all his staff with clothing of uniform colour an style , clearly marked with the company's name
- The contactor must provide 2 set of 2piece overalls each year
- The contractor must provide one pair of safety shoes –Steel tip, close to SABS approved with rubber sole –no slip no's each year
- The contractor must provide two jersey and two dry mac's for rainy and winter seasons
- It is Contractor's responsibility to maintain the clothing in a neat, tidy and clean condition at all times
- All uniform are to be replaced as and when necessary. this does not mean only at the beginning of each financial year
- The contractor shall ensure that all staff members are wearing the correct uniform at all times whilst on site
- Head gear/hard hats will be standardized and shall be considered part of the staff member uniform, However hats are not required to be worn at all times
- The following PPE must be issued to the employees
 - Mouth and Nose mask (surgical mask) on a monthly basis
 - Safety gloves
 - Gowns or overalls
 - Safety shoes
 - Grass trimming ,apron ,shin, arms guards & face shield

All of the above must be in the correct sizes to fit the employees and Employees will not be allowed on Eskom premises without the correct PPE

General

Contractor to stipulate clearing process and note that only SANS approved cleaning material can be used, Site supervision to be contacted well in advance so that the site access can be arranged .The contractor is also required to formulate, implement and maintain a safety plan

The contractor undertakes to hold the employer (Eskom Holding SOC Limited) harmless against any determination or award made in terms of Labour relations Act No 66 of 1995 as amended, in any event where Eskom is held liable with regards to the Employee of the supplier

The Supplier undertakes to compensate Eskom for any determination or award as well as all reasonable Legal expenses incurred by the client in order to avoid or oppose such liability alleged by or on behalf of an employee of the Supplier

There will be no obligation on the Employer to oppose any proceeding resulting from such an alleged, but this does not detract from the supplier's responsibilities in terms of this clause

CONTRACT'S MANAGEMENT, SUPERVISION AND KEY PEOPLE

- The contractor keeps up to date organogram on site showing his people and their lines of authority/communication
- The contractor keeps a daily attendance register, which must be signed off by the contractor on a monthly basis and filled for audit purpose

Annul/Sick/Maternity/Family responsibility

- When a staff member is off sick or on leave, Contractor must be arrange for reliever, which will be paid by the contractor and not the employee who is on leave
- Payment for the reliever will be for the Contractor and not the employee who is on leave

Absence

- When a staff member is absent ,Contractor must arrange for a reliever ,which will be paid by the contractor and not the employee who is absent

Employee Salaries

- Salaries of all the contractors staff must be in their bank accounts on the last working day of the month , non –compliance will be considered as breach of contract
- Bonuses of all contractors' staff must be in their bank account on the 20th of December of each year. non –compliance will be considered as breach of contract
- Salaries and bonuses paid to the workers must be in accordance with the minimum prescribed wages as per the labour relations Act
- Payslips for each employee is compulsory and it must be according to the labour law standards

Job Outputs

- Every worker must have a job output describing in details all duties to be performed by the person every day. The working hours, coffee/tea breaks,ect .must also be included in this job output
- The contract]or staff may not do any private jobs for Eskom employees, such doing shopping ,acting as messengers, washing private cars (only Eskom pool cars per that station) during working hours
- No alcohol ,fire arms, knives and other life threatening objects are allowed on Eskom premises
- The contractor must comply 'with occupational health and safety Act and Compensations of Occupational injuries and Safety Act of Compensation injuries and Diseases Act
- The price quoted by the contractor will be revised each year according to the Option X1
- All the supplier's employees must be registered for UIF, Provident fund and Workman's Compensation
- Induction is compulsory and will be done yearly by Eskom, but the Contract will be liable for transport to the venue
- Yearly medical are compulsory and proof must be handed in

1. Description of the services

The Provision for Office Cleaning, Vehicle cleaning, Gardening, High level cleaning, Hygiene, Fumigation and Pest control service to Eskom Transmission North East Grid Mpumalanga For a Period of 36 Months on as and when required Basis...

Witbank CLN: Office, Security Building, Relay House, Carrier Rooms, Battery Rooms and Store room will be cleaned.

Middleburg CLN: Offices, Security Building, Relay House, Carrier Rooms, Battery Rooms and Store room will be cleaned (Including Depot buildings i.e. Offices, and Boardrooms)

Lowveld CLN: Offices, Security Building, Relay House, Carrier Rooms, Battery Rooms and Store room will be cleaned (Including Depot buildings i.e. Offices, and Boardrooms)

South CLN: Offices, Security Building, Relay House, Carrier Rooms, Battery Rooms, GIS Area, Diesel Gen room and Store room will be cleaned (Including Depot buildings i.e. Offices, and Boardrooms)

Switch Gear: Workshop area

The works amongst other consist of supervision, Labour, Plant and Equipment necessary to carry out cleaning and gardening

Office (As indicated on	Number of Cleaners Indicated	of and	Number of Gardeners indicated	Number of Safety officer	Total Number resources Required
Transmission North East Grid	32		11	1	44
Total					44

<u>No</u>	<u>Unique Identifier</u>	<u>Revision</u>	<u>Document Title</u>
1	32-727	0	Safety ,Health ,environment and quality (SHEQ) Policy
2	32-136	0	Construction Safety Health and Environmental Management
3	32-524	0	Developing A Safety, health and Environmental Specification
4	34-333	1	Health and Safety Requirements to be Met By Principal Contractors Employed
5	32-421	1	Eskom cardinal rules
6	Construction Reg 3		Notification of Construction work Department of Labour
7	Construction Reg 4 & 5		Appointment Letter for Client Representative ,Principal Contractor & Contractor
8&9	OHS Act		
10,11&12	34-1063	0	Expanded Public Work Report

4 Interpretation and terminology

If required include here definitions additional to those used in the *conditions of contract* which are required only for the purpose of making the Service Information easier to draft and read. Also list abbreviations used and provide a full interpretation of each one, for example:

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
OBL	Outside battery limits

5 Management strategy and start up.

6 The Contractor's plan for the service

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

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

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

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

7 Management meetings

The *conditions of contract* (e.g. Clause 16.2) and other sections of the Service Information (e.g. safety risk management) may require that a meeting shall be held. However the intention of all NEC contracts is that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to pro actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.

Depending on the size and complexity of the *service*, it is probably beneficial for the *Service Manager* to hold a weekly risk register meeting (Clause 16.2). This could be used to discuss safety, compensation events, subcontracting, overall co-ordination and other matters of a general nature. Separate meetings for specialist activities such as planning and activities of a technical nature may also be warranted.

Describe here the general meetings and their purpose. Provide particulars of approximate times, days, location, and attendance requirements, stipulating that attendees shall have the necessary delegated authority to make decisions in respect of matters discussed at such meetings.

The following text could be used as a model for this section:

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	Weekly on _____ at _____	MS Teams	<i>Employer, Contractor</i> and _____
Overall contract progress and feedback	Every Second Month on 23 at 09:00	MS Teams	<i>Employer, Contractor</i> and _____

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.

8 Contractor's management, supervision and key people

The Contractor to provide their organogram showing his people and their lines of authority / communication

9 Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Service Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer's* right to termination stated in this contract.

10 Documentation control

All communication will be done via Email and Section meeting that will be held every second month or as when required by the business to address any arising issues.

Communication will be between the contractor and appointed contactor manager by the employer.

11 Invoicing and payment

The Z clauses make reference to invoicing procedures stated here in this Service Information. Also include a list of information which is to be shown on an invoice.

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

The *Contractor* shall address the tax invoice to

and include on each invoice the following information:

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

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

12 Contract change management

N/A

13 Records of Defined Cost to be kept by the Contractor

If Option C or E applies first read clause 52.2 and then state whether the *Contractor* is required to keep any other records. Include any other constraint which may be required in regard to format and filing of the records, and whether access for the *Service Manager* shall be provided in hard copy or electronically.

Could delete if Option A applies unless the *Employer* requires some form of control over the *Contractor's* record keeping for the purpose of compensation event management.

14 Insurance provided by the *Employer*

First read TSC3 Core Clause 86.1 and then add anything necessary for the management of insurance related issues such as a cross reference to where procedures for making claims can be found. Also provide contact details for persons capable of being able to answer any insurance related queries the *Contractor* may have, as well as to whom the information required by Marine Insurance (if any) may be addressed.

15 Training workshops and technology transfer

Medicals on a yearly basis

Induction at PowerStation (as an when is required by the PowerStation as per their requirement)

Working at heights every 2years or as when it is required (Refresher)

Brush cutting every 2 years or as when it is required (Refresher)

Herbicide application (Once) or as an when a new employee is employed

16 Design and supply of Equipment

On some complex services (e. g. nuclear) it could be in the Parties best interests that some details of the design of Equipment are shared with the *Service Manager*, not necessarily for his acceptance but as an assurance that the Equipment will be able to allow the *Contractor* to Provide the Service efficiently and without delay. For example specialised handling Equipment for a particular maintenance operation. Clause 23.1 is always available to the *Service Manager* if this paragraph is not used.

Also the *Employer* may wish to exercise constraints or include witness and hold points during manufacture, assembly or delivery of such Equipment. Include these constraints here.

Draft in such a way that there is no doubt that the liability for such design supply and use of the Equipment remains with the *Contractor*.

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

18 Equipment

The *Employer* may wish to use some of the Equipment used by the *Contractor* after the end of the *service period*. Clause 70.2 requires that details of such requirement be stated in the Service Information. Complete here or if not applicable retain the heading and state 'None'.

19 Information and other things

Clause 70.2 requires that information and other things which the *Contractor* is to provide at the end of the *service period* be stated in the Service Information.

20 Management of work done by Task Order

Only use this heading if Option X19 applies to this contract.

In some cases all work may be done in terms of Task Orders in which case it may be logical to move this section closer to the start of this part 2 of the Service Information. In some cases only parts of the *service* may require to be handled by Task Order, for example a major repair which has become necessary during a continuous maintenance service contract.

Please read Option X19 before drafting requirements here as much of the procedure for the administration of Task Orders is already provided in X19, for example X19.2 specifies what a task Order should include

A Task Order format could be provided in an Annexure to this Service Information.

Many considerations can apply to Task Orders, such as availability of resources, arrangements for emergency work, Task Order reporting (work carried out and service results), assessment of additional Prices for *service* not included in the Price List etc.

Clause X19.6 requires information which should be included on a Task Order programme. Further requirements for Task Orders include things to be provided by the *Employer* under a Task Order and the conditions under which the *Employer* or Others are to work.

21 Health and safety, the environment and quality assurance

22 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 WHATSOEVER 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 _____ to this Service Information.

23 Environmental constraints and management

Describe or cross refer to environmental constraints applicable to the *Contractor's* plan and his activities on the Affected Property and how they should be managed. Include here or cross refer to an Annexure to the Service Information.

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure _____

24 Quality assurance requirements

Specify minimum requirements for the *Contractor's* Quality Plan and Work Procedures or provide the *Employer's* Quality Plan if that is to be used. Make sure witness and hold points are identified generally and describe any particular requirements for QA outside the Affected Property. Indicate how the *Contractor's* QA documentation is to be submitted for acceptance and any conditions that need to be imposed relating to acceptance. State whether ISO compliance is a condition and if so which ISO standard shall apply.

25 Procurement

There is a cross reference from the core clause 11.2(6) definition of Disallowed Cost to the Service Information regarding procurement procedures. This part of the Service Information MUST include any such procedures to be able to administer Disallowed Cost.

26 People

27 Minimum requirements of people employed

Specify any constraints relating to people employed to Provide the Service; for example permits for foreigners, training (other than H & S), use of labour from designated areas and industrial relations.

28 BBBEE and preferencing scheme

Specify constraints which *Contractor* must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

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

If the ASGI-SA requirements are to be included in this contract specify constraints which *Contractor* must comply with after contract award in regard to any ASGI-SA requirements. The ASGI-SA Compliance Schedule completed in the returnable tender schedules is reproduced here. If ASGI-SA does not apply, delete this paragraph.

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the *Contractor's* ASGI-SA Compliance Schedule stated below

[Insert the agreed ASGI-SA Compliance Schedule here]

The *Contractor* shall keep accurate records and provide the *Service Manager* with reports on the *Contractor's* actual delivery against the above stated ASGI-SA criteria. [Elaborate on access to and format of records and frequency of submission etc.]

The *Contractor's* failure to comply with his ASGI-SA obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

30 Subcontracting

31 Preferred subcontractors

TSC3 does not make use of nominated subcontracting, but the *Employer* may list which subcontractors or suppliers the *Contractor* is required to enter into subcontracts with. This is usually only required where specialist services need to be obtained from a particular supplier or group of suppliers in order to comply with operational standards.

32 Subcontract documentation, and assessment of subcontract tenders

Specify any constraints on how the *Contractor* is to prepare subcontract documentation, whether use of the NEC system is compulsory or not (compulsory is recommended) and how subcontract tenders are to be issued, received, assessed (using a joint report?) and awarded.

33 Limitations on subcontracting

The *Employer* may require that the *Contractor* must subcontract certain specialised work, or that the *Contractor* shall not subcontract more than a specified proportion of the whole of the contract.

34 Attendance on subcontractors

Attendance will be on a weekly basis unless stated in writing to the contractor for employees to work overtime as and when required

35 Plant and Materials

36 Specifications

N/A

37 Correction of defects

Contractor will be liable for any loss of material and damage to the employer's property.

38 *Contractor's* procurement of Plant and Materials

Specify any constraints on how the *Contractor* is to order, codify, expedite, freight, import, transport to the Affected Property and any other requirements for delivery and storage before installation. The *Employer* may require warranties from suppliers to be in favour of the *Employer* and not just to the *Contractor*. The *Employer* may also need schedules of vendor data for his own use after the end of the *service period*.

39 Tests and inspections before delivery

N/A

40 Plant & Materials provided "free issue" by the *Employer*

List any Plant and Materials which are to be provided by the Employer.

Storage area will be provided, Care custody and controls will be managed by both the contractor and by the employer

41 Cataloguing requirements by the *Contractor*

N/A

42 Working on the Affected Property

This part of the Service Information addresses constraints, facilities, services and rules applicable to the Contractor whilst he is doing work on the Affected Property.

Site Specific induction will be done by our Safety department to all contractor employees to address the work on the affected Property

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

Sites such as Koeberg Nuclear Power Station have very strict entrance requirements which tendering contractors need to allow for in their prices, and the Contractor has to comply with. State these or similar requirements here.

All North East Grid Station have a very strict entrance requirement, contractor needs to comply, and each site has a site specific induction that will be done by the Grid Safety department

44 People restrictions, hours of work, conduct and records

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

45 Health and safety facilities on the Affected Property

Section 3 deals with contractual H & S requirements in addition to those of the OHSA Act. This section allows the *Employer* to state what measures are to be taken on the Affected Property by describing where First Aid facilities provided by the *Employer* are located and any other emergency arrangements. Do not use if already addressed in 2.3.

46 Environmental controls, fauna & flora

This sub-paragraph may not be required in a service contract or if these matters are dealt with in the general environmental requirements referred to in section 3 above.

47 Cooperating with and obtaining acceptance of Others

This sub-paragraph could be used to deal with two issues.

- 1) The cross reference from core clause 25.1 about cooperation generally as well as details about Others with whom the *Contractor* may be required to share the Affected Property. See clause 11.2(9) for the definition of Others.
- 2) Requirements for liaison with and acceptance from statutory authorities or inspection agencies.

48 Records of Contractor's Equipment

File will be provide and Monthly check from the contractor will be in the file, The contractor employee will be liable for weekly/monthly inspections and client to sign and confirmation. The client will not be liable for any damage nor any equipment that will go missing

49 Equipment provided by the Employer

Step Ladders

50 Site services and facilities

51 Provided by the Employer

This is a mandatory cross reference form clause 25.2 in TSC3. State what the *Employer* will provide in the way of power, water, waste disposal, telecomms, ablutions, fire protection and lighting (etc) on the Affected Property. Give hook up locations and any constraints on how the hook up is to be done. Always conclude by stating that the *Contractor* shall provide everything else necessary for Providing the Service.

52 Provided by the Contractor

N/A

53 Control of noise, dust, water and waste

State requirements, if any. Contractor to provide the following

Ear Plugs

Dust mask,

Disposal gloves

54 Hook ups to existing works

Contractor to provide training of working at heights

55 Tests and inspections

56 Description of tests and inspections

N/A

57 Materials facilities and samples for tests and inspections

N/A

58 List of drawings

59 Drawings issued by the *Employer*

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

Witbank CLN

Kendal	Substation	1	0
Kriel	Substation	1	1
Kruispunt	Substation	1	1
kusile	Substation	1	0
Matla	Substation	1	0
Vulcan	Substation	1	0
Total		6	2

South CLN

Alpha	Substation	2	1
Camden	Substation	1	0
Grootvlei	Substation	1	0
Majuba	Substation	1	0
Normandie	Substation	1	1
Sol , Sasol	Substation	2	1
Tutuka	Substation	1	0
Zeus	Substation	1	1
		10	4

Middleburg CLN

Arnot	Substation	2	0
Duvha	Substation	1	0
Hendrina	Substation	1	0
Komati	Substation	1	0
Rockdale Depo	Depot	1	1
Rockdale	Substation	1	1
		7	2

Lowveld CLN

Gumeni	Substation	1	0
Khanyazwe	Substation	1	0
Komatipoort	Substation	1	1
Marathon	Substation	2	2
Prairie	Substation	1	1
Simplon	Substation	1	0
		7	4