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**NEC3 Term Service Contract (TSC3)**

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| **Between** | **ESKOM HOLDINGS SOC Ltd** **(**Reg No. 2002/015527/30) |
| **and** | **………………………………………****(**Reg No. ……………………………….) |
| **for** | **The provision for Cleaning and Gardening & Hygiene Consumables for Small Hydro Stations and Workshop for a period of 5 years in the Eskom Eastern Cape Operating Unit*.*** |
|  |  |
| **Contents:** |  |  |
| **Part C1** | **Agreements & Contract Data** |  |
| **Part C2** | **Pricing Data** |  |
| **Part C3** | **Scope of Work** |  |
|  |  |  |
| **CONTRACT No.** |  |
|  |  |
|  |  |
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PART C1: AGREEMENTS & CONTRACT DATA

|  |  |  |
| --- | --- | --- |
| **Contents:** |  |  |
| **C1.1** | **Form of Offer and Acceptance**  |  |
| **C1.2a** | **Contract Data provided by the *Employer*** |  |
| **C1.2b** | **Contract Data provided by the *Contractor*** |  |

**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 and Gardening & Hygiene Consumables for Small Hydro Stations and Workshop for a period of 5 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**  | **The offered total of the Prices exclusive of VAT is**  | **R [●]** |
|  | **Value Added Tax @ 15% is** | **R [●]** |
|  | **The offered total of the amount due inclusive of VAT is[[1]](#footnote-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** | **Signature:…………………………****Print Name: …………….:………** |  | **Date** | **………………………………..** |
| **Tenderer’s CIDB registration number:**  |  |

## 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 | …………………………… |  | 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 one - Data provided by the *Employer***

|  |  |  |
| --- | --- | --- |
| **Clause** | Statement | Data |
| 1 | General |  |
|  | The *conditions of contract* 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**  |
|  |  | **X19: Task Order** |
|  |  |  |
|  |  | Z: *Additional conditions of contract* |
|  | of the NEC3 Term Service Contract April 2013[[2]](#footnote-2) (TSC3) |  |
| 10.1 | The *Employer* is (name): | **Eskom Holdings SOC Ltd****(reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa** |
|  | Address | **Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg** |
|  | Tel No. | **011 800 8111** |
|  | Fax No. | **N/A** |
| 10.1 | The *Service Manager* is (name):  | **Vusi Simelane** |
|  | Address | **Eskom Holdings SOC Ltd****Megawatt Park, 01 Maxwell Drive, Sunning hill, Sandton, Johannesburg** |
|  | Tel | **011 516 7480** |
|  | e-mail | **SimelaV@eskom.co.za** |
| 11.2(2) | The Affected Property is | **Small Hydro Generation Stations and Zimbane Workshop** |
| 11.2(13) | The *service* is  | **The provision for Cleaning and Gardening & Hygiene Consumables for Small Hydro Stations and Workshop for a period of 5 years** |
| 11.2(14) | The following matters will be included in the Risk Register | **Termination by *Employer* due to unavailability of budget of forthcoming Financial Year(s)** |
| 11.2(15) | The Service Information is in  | **Part 3: Scope of Work and all documents and drawings to which it makes reference.** |
| 12.2 | The *law of the contract* is the law of  | **the Republic of South Africa** |
| 13.1 | The *language of this contract* is  | **English** |
| 13.3 | The *period for reply* is | **1 working day**  |
| 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 *Contractor* submits a first plan for acceptance within | **7 working days prior to commencement of any work** |
| 3 | Time |  |
| 30.1 | The *starting date* is. | **To be advised** |
| 30.1 | The *service period* is | **05 years**  |
| 4 | Testing and defects | There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data |
|  |  |  |
| 5 | Payment |  |
| 50.1 | The *assessment interval* is  | **After work has been performed as per *Employer*’s instruction*** **Between the 1st – 7th day of each successive month**
* **Completion of task order for ad-hoc service**
 |
| 51.1 | The *currency of this contract* is the  | **South African Rand** |
| 51.2 | The period within which payments are made is | **Monthly. 30 days after receipt of tax invoice and copy of *Employers* assessment certificate** |
| 51.4 | The *interest rate* 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 *Employer*'s risks  | **None** |
| 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 | **Refer insurance table A below** |
|  | **INSURANCE TABLE A** |
|  | **Insurance against** | **Minimum amount of cover or minimum limit of indemnity** |
|  | Loss of or damage caused by the *Contractor* to the *Employer*’s property | The replacement cost where not covered by the *Employer*’s insurance.The *Employer*’s policy deductible as at Contract Date, where covered by the *Employer*’s insurance. |
|  | Loss of or damage to Plant and Materials | The replacement cost where not covered by the *Employer*’s insurance.The *Employer*’s policy deductible as at Contract Date, where covered by the *Employer*’s insurance. |
|  | Loss of or damage to Equipment | The replacement cost where not covered by the *Employer*’s insurance.The *Employer*’s policy deductible as at Contract Date, where covered by the *Employer*’s insurance. |
|  | The *Contractor*’s liability for loss of or damage to property (except the *Employer*’s property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor*’s Providing the Service | **Loss of or damage to property**The replacement cost**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 *Contractor* arising out of and in the course of their employment in connection with this contract | The amount required by the applicable law |
| 86 | Insurances by the *Employer* | The *Employer* provides the insurances stated in the Insurance Table B below.The *Contractor* will be liable for the applicable deductible, if any |
|  | **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 |
| 9 | Termination | **There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.** |
| 10 | Data for main Option clause |  |
| **A** | **Priced contract with price list** |  |
| 20.5 | The *Contractor* prepares forecasts of the final total of the Prices for the whole of the *service* at intervals no longer than  | **Monthly**  |
| 11 | Data for Option W1 |  |
| W1.1 | The *Adjudicator*  | **the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see** [**www.ice-sa.org.za**](http://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 *Adjudicator nominating body* is:  | **the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see** [**www.ice-sa.org.za**](http://www.ice-sa.org.za) **) or its successor body.** |
| W1.4(2) | The *tribunal* is:  | **Arbitration** |
| W1.4(5) | The *arbitration procedure* is  | **the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.** |
|  | The place where arbitration is to be held is | **South Africa** |
|  | The person or organisation who will choose an arbitrator * if the Parties cannot agree a choice or
* if the arbitration procedure does not state who selects an arbitrator, is
 | **the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.** |
| 12 | Data for secondary Option clauses |  |
| **X1** | **Price adjustment for inflation** |  |
| X1.1 | The *base date* for indices is  | **1 month before tender closing.** |
|  | The proportions used to calculate the Price Adjustment Factor are: | **proportion** | **linked to index for** | **Index prepared by** |
|  |  | **0.** | **[●]** | **[●]** |
|  |  | **0.** | **[●]** | **[●]** |
| **To be populated on award based on information provided with tender returnables on CPA** |  | **0.** | **[●]** | **[●]** |
|  |  | **0.** | **[●]** | **[●]** |
|  |  | **0.** | **[●]** | **[●]** |
|  |  | **0.15** | **non-adjustable** | **Fixed portion** |
|  |  | **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 *service level table* is | **Listed below** |
|  | **Low Service Damage Description** | **Value Of Low Service Damages** | **Limit Of Low Service Damage** |
|  | Service delaying outage critical path (delaying other *Contractor*(s) from starting / completing their work) | 1.5% of fixed monthly service or Task order value for an ad-hoc service | Limited to 10% of monthly task order service value / task order value for ad-hoc service |
|  | Service delays not finishing as per agreed upon programmed submitted to the *Service Manager* | 2% of fixed monthly service or Task order value for an ad-hoc service | Limited to 10% of monthly task order service value / task order value for ad-hoc service |
|  | Delay in submission of documents as detailed in this agreement | 1% of fixed monthly service or Task order value for an ad-hoc service | Limited to 10% of monthly task order service value / task order value for ad-hoc service |
|  | Rework due to poor workmanship | 3% of fixed monthly service or Task order value for an ad-hoc service | Limited to 10% of monthly task order service value / task order value for ad-hoc service |
|  | No response of NCR within 3 days | 1% of fixed monthly service or Task order value for an ad-hoc service | Limited to 10% of monthly task order service value / task order value for ad-hoc service |
| **X19** | **Task Order** |  |
| X19.5 | The *Contractor* submits a Task Order programme to the *Service Manager* within  | **One (1) day of receiving the Task Order** |
| **Z** | **The *additional conditions of contract* are** | **Z1 to Z14 always apply.** |
| **Z1** | **Cession delegation and assignment** |
| Z1.1 | The *Contractor* does notcede, 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 sub*Contractor*s 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 Sub*Contractor*s, 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 Sub*Contractor*s, 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 Sub*contractor*s or Sub*contractor’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 Sub*contractor*s or the Sub*contractor’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 |
| Z 11.1 | A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof |
| Z 11.2 | The *Employer* may terminate the *Contractor’s* obligation to Provide the Service 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 Service for this reason |
| Z 11.3 | If the *Employer* terminates the *Contractor’s* obligation to Provide the Service for this reason, the procedures and amounts due on termination are respectively P1, P2, P3 and P4, and A1 and A3. |
| Z 11.4 | 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 *Contractor* to the *Employer*’s property | The replacement cost where not covered by the *Employer*’s insurance.The *Employer*’s policy deductible as at Contract Date, where covered by the *Employer*’s insurance. |
| Loss of or damage to Plant and Materials | The replacement cost where not covered by the *Employer*’s insurance.The *Employer*’s policy deductible as at Contract Date, where covered by the *Employer*’s insurance. |
| Loss of or damage to Equipment | The replacement cost where not covered by the *Employer*’s insurance.The *Employer*’s policy deductible as at Contract Date, where covered by the *Employer*’s insurance. |
| The *Contractor*’s liability for loss of or damage to property (except the *Employer*’s property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor*’s Providing the Service | **Loss of or damage to property**The replacement cost**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 *Contractor* arising out of and in the course of their employment in connection with this contract | The amount required by the applicable law |

 |

 |

**Z \_\_12.2 Replace core clause 86 with the following:**

|  |  |  |
| --- | --- | --- |
| **Insurance 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 *Employer*’s Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles. |
| **SANAS** | means the South African National Accreditation System. |
| **TWA** | means the average exposure, within a given workplace, to airborne asbestos fibres, 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***

**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]](#footnote-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 *Contractor* is (Name): |  |
|  | Address |  |
|  | Tel No. |  |
|  | Fax No. |  |
| 11.2(8) | The *direct fee percentage* is | **0%** |
|  | The *subcontracted fee percentage* is | **0%** |
| 11.2(14) | The following matters will be included in the Risk Register |  |
| 11.2(15) | The Service Information for the *Contractor’s* 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 *price list* is in |  |
| 11.2(19) | The tendered total of the Prices is | **R** |

Part 2: Pricing Data

**TSC3 Option A**

|  |  |
| --- | --- |
| **Document reference** | **Title** |
| C2.1 | Pricing assumptions: Option A |
| C2.2 | The *price list*  |

C2.1 Pricing assumptions: Option A

1. **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** | 1111.2 | (12) The Price List is the *price list* unless later changed in accordance with this contract. |
|  |  | (17) The Price for Services Provided to Date is the total of * the Price for each lump sum item in the Price List which the *Contractor* has completed and
* where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.
 |
|  |  | (19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate. |

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

1. **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.

1. **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).

1. **Preparing the price list**

Before preparing the price list, both the *Employer* and tendering *Contractor*s 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.
	1. **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

Summary of the scope

* The provision for Cleaning and Gardening & Hygiene Consumables for Small Hydro Stations and Workshop for a period of 5 years
* Provision and transportation of equipment, material and supplies for cleaning and garden services
* Transportation of all labour to and from work
* **NB***: Contractor* to supply sufficient work force, to be advised at the site clarification meeting

Part 1: Preliminary & Generals

Part 2: Labour Resources

Part 3: Task Order Items

Zimbane Workshop

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| No. | Item | Unit of measure | Rate | Total Price |
| 1 | Site establishment  | Once-off  |  |  |
| 2 | SSHE related Cost | Unit of measure | Total per year:1st year | Total:5 years(Excl. VAT & CPA) |
|  | SHE file and all related expenses (medicals, training, induction, PPE etc) | Yearly |  |  |
| 3 | Transport for employees | R/km( x round trip per day) | Rate per month | Total per year:1st year | Total:5 years(Excl. VAT & CPA |
|  |  |  |  |  |  |
| 4 | Cleaning And Garden Services supplies (chemicals, toilet papers etc)  | Unit of measure | Rate per month | Total per year:1st year | Total:5 years(Excl. VAT & CPA |
|  |  | Monthly  |  |  |  |
| 5 | Cleaning And Garden Services Equipment (brooms, vacuum cleaners etc) | Unit of measure | Total per year:1st year | Total:5 years(Excl. VAT & CPA |
|  |  | Yearly |  |  |
| 6 | Additional supplies (paper towels, kitchen towels, air fragrances, sanitary wipes/foam etc) | Unit of measure | Total per year:1st year | Total:5 years(Excl. VAT & CPA |
|  |  | Quarterly |  |  |

Part 2: Labour Resources

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No. | Description |  |  |  |  |
| 1. | Site Supervisor  | No of employee/s | Rate per month | Total per year:1st year | Total:5 years(Excl. VAT & CPA |
|  |  |  |  |  |  |
| 2 | Cleaners | No of employees | Rate per month | Total per year:1st year | Total:5 years(Excl. VAT & CPA |
|  |  |  |  |  |  |
| 3 | Administration & management | Unit of measure  | Rate per month | Total per year:1st year | Total:5 years(Excl. VAT & CPA |
|  |  | Monthly  |  |  |  |

Part 3: Task Order Items (This is just in the event of Adhoc Cleaning Requirements)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item no.** | **Description** | **Unit of measure** | **Estimated Quantity** | **Rate**  | **Total Price** |
| 1. | Additional Cleaning and Garden Services “as and when required” (standard hours – overtime rate as per Labour Relations Act will apply) |  |  |  |  |
|  | **Overtime rates (Saturday)** |  |  |  |  |
|  | Supervisor  | Hour | 100 |  |  |
|  | Cleaner | Hour | 400 |  |  |
|  | **Overtime rates (Sunday and Public Holidays)** |  |  |  |  |
|  | Supervisor  | Hour | 10 |  |  |
|  | Cleaner | Hour | 40 |  |  |
| 2. | Additional transportation of staff “if and when required”  | Km | 1000 | R…….. |  |

Other prices, costs, items that would be applicable to the service not covered above, please insert here

First Falls Hydro Power Station

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| No. | Item | Unit of measure | Rate | Total Price |
| 1 | Site establishment  | Once-off  |  |  |
| 2 | SSHE related Cost | Unit of measure | Total per year:1st year | Total:5 years(Excl. VAT & CPA) |
|  | SHE file and all related expenses (medicals, training, induction, PPE etc) | Yearly |  |  |
| 3 | Transport for employees | R/km( x round trip per day) | Rate per month | Total per year:1st year | Total:5 years(Excl. VAT & CPA |
|  |  |  |  |  |  |
| 4 | Cleaning And Garden Services supplies (chemicals, toilet papers etc)  | Unit of measure | Rate per month | Total per year:1st year | Total:5 years(Excl. VAT & CPA |
|  |  | Monthly  |  |  |  |
| 5 | Cleaning And Garden Services Equipment (brooms, vacuum cleaners etc) | Unit of measure | Total per year:1st year | Total:5 years(Excl. VAT & CPA |
|  |  | Yearly |  |  |
| 6 | Additional supplies (paper towels, kitchen towels, air fragrances, sanitary wipes/foam etc) | Unit of measure | Total per year:1st year | Total:5 years(Excl. VAT & CPA |
|  |  | Quarterly |  |  |

Part 2: Labour Resources

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No. | Description |  |  |  |  |
| 1. | Site Supervisor  | No of employee/s | Rate per month | Total per year:1st year | Total:5 years(Excl. VAT & CPA |
|  |  |  |  |  |  |
| 2 | Cleaners | No of employees | Rate per month | Total per year:1st year | Total:5 years(Excl. VAT & CPA |
|  |  |  |  |  |  |
| 3 | Administration & management | Unit of measure  | Rate per month | Total per year:1st year | Total:5 years(Excl. VAT & CPA |
|  |  | Monthly  |  |  |  |

Part 3: Task Order Items (This is just in the event of Adhoc Cleaning Requirements)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Item no. | Description | Unit of measure | Estimated Quantity | Rate  | Total Price |
| 1. | Additional Cleaning and Garden Services “as and when required” (standard hours – overtime rate as per Labour Relations Act will apply) |  |  |  |  |
|  | Overtime rates (Saturday) |  |  |  |  |
|  | Supervisor  | Hour | 100 |  |  |
|  | Cleaner | Hour | 400 |  |  |
|  | Overtime rates (Sunday and Public Holidays) |  |  |  |  |
|  | Supervisor  | Hour | 10 |  |  |
|  | Cleaner | Hour | 40 |  |  |
| 2. | Additional transportation of staff “if and when required”  | Km | 1000 | R…….. |  |

Second Falls Hydro Power Station

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| No. | Item | Unit of measure | Rate | Total Price |
| 1 | Site establishment  | Once-off  |  |  |
| 2 | SSHE related Cost | Unit of measure | Total per year:1st year | Total:5 years(Excl. VAT & CPA) |
|  | SHE file and all related expenses (medicals, training, induction, PPE etc) | Yearly |  |  |
| 3 | Transport for employees | R/km( x round trip per day) | Rate per month | Total per year:1st year | Total:5 years(Excl. VAT & CPA |
|  |  |  |  |  |  |
| 4 | Cleaning And Garden Services supplies (chemicals, toilet papers etc.)  | Unit of measure | Rate per month | Total per year:1st year | Total:5 years(Excl. VAT & CPA |
|  |  | Monthly  |  |  |  |
| 5 | Cleaning And Garden Services Equipment (brooms, vacuum cleaners etc.) | Unit of measure | Total per year:1st year | Total:5 years(Excl. VAT & CPA |
|  |  | Yearly |  |  |
| 6 | Additional supplies (paper towels, kitchen towels, air fragrances, sanitary wipes/foam etc.) | Unit of measure | Total per year:1st year | Total:5 years(Excl. VAT & CPA |
|  |  | Quarterly |  |  |

Part 2: Labour Resources

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No. | Description |  |  |  |  |
| 1. | Site Supervisor  | No of employee/s | Rate per month | Total per year:1st year | Total:5 years(Excl. VAT & CPA |
|  |  |  |  |  |  |
| 2 | Cleaners | No of employees | Rate per month | Total per year:1st year | Total:5 years(Excl. VAT & CPA |
|  |  |  |  |  |  |
| 3 | Administration & management | Unit of measure  | Rate per month | Total per year:1st year | Total:5 years(Excl. VAT & CPA |
|  |  | Monthly  |  |  |  |

Part 3: Task Order Items (This is just in the event of Adhoc Cleaning Requirements)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item no.** | **Description** | **Unit of measure** | **Estimated Quantity** | **Rate**  | **Total Price** |
| 1. | Additional Cleaning and Garden Services “as and when required” (standard hours – overtime rate as per Labour Relations Act will apply) |  |  |  |  |
|  | **Overtime rates (Saturday)** |  |  |  |  |
|  | Supervisor  | Hour | 100 |  |  |
|  | Cleaner | Hour | 400 |  |  |
|  | **Overtime rates (Sunday and Public Holidays)** |  |  |  |  |
|  | Supervisor  | Hour | 10 |  |  |
|  | Cleaner | Hour | 40 |  |  |
| 2. | Additional transportation of staff “if and when required”  | Km | 1000 | R…….. |  |

Mbashe Hydro Power Station

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| No. | Item | Unit of measure | Rate | Total Price |
| 1 | Site establishment  | Once-off  |  |  |
| 2 | SSHE related Cost | Unit of measure | Total per year:1st year | Total:5 years(Excl. VAT & CPA) |
|  | SHE file and all related expenses (medicals, training, induction, PPE etc.) | Yearly |  |  |
| 3 | Transport for employees | R/km( x round trip per day) | Rate per month | Total per year:1st year | Total:5 years(Excl. VAT & CPA |
|  |  |  |  |  |  |
| 4 | Cleaning And Garden Services supplies (chemicals, toilet papers etc.)  | Unit of measure | Rate per month | Total per year:1st year | Total:5 years(Excl. VAT & CPA |
|  |  | Monthly  |  |  |  |
| 5 | Cleaning And Garden Services Equipment (brooms, vacuum cleaners etc.) | Unit of measure | Total per year:1st year | Total:5 years(Excl. VAT & CPA |
|  |  | Yearly |  |  |
| 6 | Additional supplies (paper towels, kitchen towels, air fragrances, sanitary wipes/foam etc.) | Unit of measure | Total per year:1st year | Total:5 years(Excl. VAT & CPA |
|  |  | Quarterly |  |  |

Part 2: Labour Resources

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No. | Description |  |  |  |  |
| 1. | Site Supervisor  | No of employee/s | Rate per month | Total per year:1st year | Total:5 years(Excl. VAT & CPA |
|  |  |  |  |  |  |
| 2 | Cleaners | No of employees | Rate per month | Total per year:1st year | Total:5 years(Excl. VAT & CPA |
|  |  |  |  |  |  |
| 3 | Administration & management | Unit of measure  | Rate per month | Total per year:1st year | Total:5 years(Excl. VAT & CPA |
|  |  | Monthly  |  |  |  |

Part 3: Task Order Items (This is just in the event of Adhoc Cleaning Requirements)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item no.** | **Description** | **Unit of measure** | **Estimated Quantity** | **Rate**  | **Total Price** |
| 1. | Additional Cleaning and Garden Services “as and when required” (standard hours – overtime rate as per Labour Relations Act will apply) |  |  |  |  |
|  | **Overtime rates (Saturday)** |  |  |  |  |
|  | Supervisor  | Hour | 100 |  |  |
|  | Cleaner | Hour | 400 |  |  |
|  | **Overtime rates (Sunday and Public Holidays)** |  |  |  |  |
|  | Supervisor  | Hour | 10 |  |  |
|  | Cleaner | Hour | 40 |  |  |
| 2. | Additional transportation of staff “if and when required”  | Km | 1000 | R…….. |  |

Ncora Hydro Power Station

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| No. | Item | Unit of measure | Rate | Total Price |
| 1 | Site establishment  | Once-off  |  |  |
| 2 | SSHE related Cost | Unit of measure | Total per year:1st year | Total:5 years(Excl. VAT & CPA) |
|  | SHE file and all related expenses (medicals, training, induction, PPE etc.) | Yearly |  |  |
| 3 | Transport for employees | R/km( x round trip per day) | Rate per month | Total per year:1st year | Total:5 years(Excl. VAT & CPA |
|  |  |  |  |  |  |
| 4 | Cleaning And Garden Services supplies (chemicals, toilet papers etc.)  | Unit of measure | Rate per month | Total per year:1st year | Total:5 years(Excl. VAT & CPA |
|  |  | Monthly  |  |  |  |
| 5 | Cleaning And Garden Services Equipment (brooms, vacuum cleaners etc.) | Unit of measure | Total per year:1st year | Total:5 years(Excl. VAT & CPA |
|  |  | Yearly |  |  |
| 6 | Additional supplies (paper towels, kitchen towels, air fragrances, sanitary wipes/foam etc.) | Unit of measure | Total per year:1st year | Total:5 years(Excl. VAT & CPA |
|  |  | Quarterly |  |  |

Part 2: Labour Resources

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No. | Description |  |  |  |  |
| 1. | Site Supervisor  | No of employee/s | Rate per month | Total per year:1st year | Total:5 years(Excl. VAT & CPA |
|  |  |  |  |  |  |
| 2 | Cleaners | No of employees | Rate per month | Total per year:1st year | Total:5 years(Excl. VAT & CPA |
|  |  |  |  |  |  |
| 3 | Administration & management | Unit of measure  | Rate per month | Total per year:1st year | Total:5 years(Excl. VAT & CPA |
|  |  | Monthly  |  |  |  |

Part 3: Task Order Items (This is just in the event of Adhoc Cleaning Requirements)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item no.** | **Description** | **Unit of measure** | **Estimated Quantity** | **Rate**  | **Total Price** |
| 1. | Additional Cleaning and Garden Services “as and when required” (standard hours – overtime rate as per Labour Relations Act will apply) |  |  |  |  |
|  | **Overtime rates (Saturday)** |  |  |  |  |
|  | Supervisor  | Hour | 100 |  |  |
|  | Cleaner | Hour | 400 |  |  |
|  | **Overtime rates (Sunday and Public Holidays)** |  |  |  |  |
|  | Supervisor  | Hour | 10 |  |  |
|  | Cleaner | Hour | 40 |  |  |
| 2. | Additional transportation of staff “if and when required”  | Km | 1000 | R…….. |  |

**NOTE**

Prices are fixed for the first year of contract thereafter CPA (Contract Price Adjustment) will apply for the second and subsequent years of contract.

CPA is managed as per Clause X1 under Contract Data by *Employer*. Tenderers are required to complete and submit with offer, the CPA tender returnable, if SEIFSA indices are not known this can be discussed prior to contract award.

Part 3: Scope of Work

|  |  |
| --- | --- |
| **Document reference** | **Title** |
|  | This cover page |
| C3.1 | *Employer*’s Service Information |
| C3.2 | *Contractor’s* Service Information(insert at award stage or delete if not applicable) |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

C3.1: *Employer*’s service Information

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Annexure 1

TASK ORDER 1

Description of the *service*

## Executive overview

Eskom intends to enter into a 5-year (60 months) contract commencing **to be advised** with a suitably qualified, experienced and established supplier with the capacity to deliver offices, plant areas, village (guest houses and quarters) CLEANING AND GARDEN SERVICES Small Hydro Power Stations.

## *Employer*’s requirements for the *service*

Eskom intends to enter into a 5-year (60 months) contract commencing **to be advised** with a suitably qualified, experienced and established supplier with the capacity to deliver offices, plant areas, village (guest houses and quarters) Cleaning and Garden Services at Small Hydro Power Stations. This is an all-inclusive cleaning and gardening service contract providing service on a daily basis (excluding weekends) including the provision of all material and equipment required for the intended use.

**Additional Requirements**

**The supplier must meet the following additional requirements:**

* The supplier must own the plant/equipment required for the execution of this scope and/or must have a valid lease agreement from the leaser for the duration of the contract. Lease agreement must also state the availability of all equipment to be rented.

All equipment must be readily available before the contract start date for verification and they must be kept on site (at Small Hydro Power Stations) for the duration of the contract.

* All the equipment used must be maintained in good working order and must conform to statutory requirements.
* All equipment brough to site must be registered with the Security and nobody is authorised to issue a removal permit for any equipment that must leave site only the Service Manager or a person delegated by the Service Manager in his/her absence can issue such permit.
* Contractor must be able to supply sufficient work force, with minimum of 10 employees
* The contractor will work the normal day shift, overtime will be handled following the task order route should it be required.

Normal Day Shift = 7:30 to 16:45 (Monday to Thursday)

 = 7:30 to 12:30 (Fridays)

**NB: Number of Supervisor’s on site will be determined by the of employees on site as per safety requirements.**

**The summary of services entails:**

Provision of labour resources including supervision, administration and management for CLEANING AND GARDEN SERVICES at Small Hydro Power Stations.

* Provision and transportation of equipment, material, and CLEANING AND GARDEN SERVICES supplies
* Transportation of all labour to and from work

The areas covered under this contract are detailed below.

**The provision for cleaning, gardening services for Small Hydro and Workshop in the Eskom Eastern Cape Operating Unit**.

**SCOPE OF WORK**

**MBASHE HYDRO STATION**

1. Removal of weed and rocks on the road from Eskom housing to the hydro station.
2. Bush clearing on hydro station, road going to the dam and weed removal.
3. Grass cutting on the Eskom housing.
4. To fill up holes caused by soil erosion
5. Removal of stones by the dam caused by heavy rains and
6. General cleaning on the hydro station.

**NCORA HYDRO STATION**

1. Grass cutting on the station and Eskom housing
2. To divert water leaking from the dam and going to damage community houses
3. To fill up holes caused by soil erosion and
4. General cleaning on the hydro station

**SECOND FALLS HYDRO STATION**

**1.** Removal of weed from the hydro station yard.

2. Bush clearing on hydro station,

3. Grass cutting at Hydro Station and Security residence and Water Purification yard.

4. To fill up holes caused by soil erosion

5. General cleaning in the hydro station, Operators House and Security Residence.

**FIRST FALLS HYDRO STATION**

1**.** Removal of weed from the hydro station yard.

2. Bush clearing on hydro station,

3. Grass cutting.

4. To fill up holes caused by soil erosion

5. General cleaning on the hydro station.

**ZIMBANE WORKSHOP**

1. Cleaning of machines, floors; office and work benches.

**All or any of the following work to be done in all or some of the areas referred to above:**

**General**

* Monthly inspection shall be carried out by Eskom Representative and the Contractor.
* Weekly reports concerning problems encountered and complaints received shall be handed to Eskom.
* Immediately report to Eskom liaison person any difficulties or problems which are impending the quick smooth carrying out of the work.
* All chemicals and safety rules regarding the use of chemicals, solvents and acids shall be strictly controlled and adhered to by the contractor.
* Work to be done from Monday to Friday from 07h00 to 16h00 excluding Public Holidays.
* Cleaners must have sufficient overalls to clean at all times. Protective clothing must be worn at all times.
* The cleaners are to make extensive use of signage informing of “wet floors” and “cleaning in progress”.
* Occupational Health and Safety Act no. 85 of 1993 must be observed at all times. All cleaning chemicals must be environmentally friendly.
1. **The contractor undertakes to:**
* Comply with Eskom’s security and emergency regulations and procedures.
* Ensure that staff is neatly uniformly dressed and exhibit suitable identification.
* Comply with all applicable safety requirements at various areas in Umtata (Small Hydro Stations in the Eskom Eastern Cape Operating Unit, including those relating to hazardous substances.
* Carry out the work in an efficient and proper manner and immediately report to Eskom any difficulties in performing in the work.

 NB:

* Waste removal includes domestic, medical (used mask, surgical gloves and disinfect wipes and medical PPE) and hazardous waste (oily rags).
* Supplies for Cleaning and Garden Services – it is the responsibility of the Contractor to provide the list of the Cleaning and Garden Services supplies BUT for toilet papers Employer requires a 2 ply.

### NOTE: Additional requirements to the above table

#### Cleaning and Garden Services Methods

####  The specific methods to be employed by the Contractor for Cleaning and Garden Services certain areas and surfaces are listed below.

 **Deep CLEANING AND GARDEN SERICES:**

#### Kitchens:

 To be cleaned as per current health regulations.

**Other Areas:**

**Toilets:**

To be cleaned as per current health regulations

**Urinals:**

To be cleaned as per current health regulations

**Washing facilities:**

To be cleaned as per current health regulations

**Channels and Gullies:**

To be cleaned as per current health regulations

**Tiles:**

#### To be cleaned as per current health regulations

#### N.B. – Avoid unsafe Cleaning and Garden Services agents that will eat away the concrete grouting surrounding the tiles.

#  White or Coloured Rubbed Granite

####  Sweep clean of all dust – scrub with approved liquid detergent solution – wash down thoroughly with clean water and remove all excessive water with clean cloth.

####  N.B. – Avoid the use of metal brushes or wire wool.

#  Quarry Tiles

####  Sweep and clean of all dust – scrub with an approved liquid detergent solution - wash down thoroughly with clean water and dry thoroughly with clean cloth. If a dust free surface is required a coat of spirit solvent wax can be applied. Allow drying out and when thoroughly dried buff to a brilliant finish, preferably with a suitable polishing machine. Do not use pigmented polishes without prior consent from the Contract Supervisor.

#  Rubber Floorings:

* Before waxing it is essential that the surface should be perfectly clean. When Cleaning and Garden Services rubber flooring it is essential to avoid excessive use of water as this might creep between the joints of the flooring and affect the adhesion of the rubber to the sub-floor. The best method of Cleaning and Garden Services of the rubber floor is by means of a paste cleanser applied with a damp cloth. Thorough rinsing is essential, again a minimum amount of water should be used and the floor dried thoroughly with a clean cloth. Good quality bar or liquid soap can also be used but soft soaps with high alkalinity, liquids containing essential oils (e.g. turpentine and pine oil) and coarse abrasives should be avoided.
* When clean, the floor should be treated with an approved water emulsion Polymer type polish, which should be allowed to dry thoroughly before traffic is allowed to pass over it.

####  N.B. – Solvent based waxes should not be used on rubber floors. White spirit and other solvents such as petrol, benzene and paraffin attack rubber flooring causing it to become soft and sticky and “bleeding” of colours may occur.

#  Painted Surface (Oil):

* Flat finish: Remove all surface dust with a soft brush, wipe down with damp cloth containing weak approved detergent solution. Wipe down with a clean damp cloth. Persistent stains may be removed by the sparing use of a fine abrasive paste or powder.
* High gloss finishes: As above, but do not use any form of abrasive to remove stains. The use of washing soda or any other highly alkaline material should also be avoided. For a superior finish a high-quality paste wax can be applied and buffed to the required finishes.

#  Carpet Shampooing/Dry Cleansing

Rotary Brush Method – Dry vacuum the area first, then shampoo carpeting with a good quality appropriately diluted liquid shampoo & to comply with the manufacturer’s instructions for operating the rotary machine. Use wet vacuum immediately to remove excessive water and slurry. After shampooing brush the carpet pile in the direction with a carpet pile brush and warn users not to walk on the carpet until it is completely dry. As a final operation, dry vacuum on the following day to remove any loose fluff and lint loosened by the refinishing process.

###  Additional requirements (Part 3 of Price List)

# Additional Cleaning and Garden Services on an ad-hoc basis

# Additional Cleaning and Garden Services material as required

## Interpretation and terminology

*Contractor*

The successful bidder who is awarded the contract to supply, maintain and administer the required and specified services to Eskom.

Power Station

Power plant where electricity is generated.

The following abbreviations are used in this Service Information:

|  |  |
| --- | --- |
| **Abbreviation** | **Meaning given to the abbreviation** |
| CV | Curriculum Vitae |
| BEE | Black Economic Empowerment |
| N.B. | Note Briefly |
| Etc | Etcetera |
| T&Q | Technology and Quality Department - Eskom |
| SHEQ | Health & Safety, Environmental Quality assurance |
| QC | Quality Check |

# Management strategy and start up.

## The *Contractor*’s plan for the *service*

The contractor’s method statement should include the following:

* Cleaning And Garden Services roster per area
* The frequency of Cleaning and Garden Services for each section
* A list of Industrial Cleaning and Garden Services equipment that will be utilised for the areas including portable industrial vacuum and floor cleaners
* A list of monthly Cleaning and Garden Services supplies and toiletries that will be used to carry out the work
* A Daily/Weekly Checklist including Cleaning and Garden Services Roster in line with the scope per area of work
* A Quality control plan

Within 4 (four) weeks of the contract start date, the *Contractor* ensures that staff is fully

complemented to perform duties in line with the scope of work.

Service to be delivered on a daily basis as stipulated in the scope of work and should not be affected in the event of absenteeism.

The *Contractor* ensures that the work schedule for the service is revised if the need arises and ensures effective planning is done to carry out the works. E.g. materials permits to work, scaffolding etc.

## Management meetings

Meetings shall be held to mutually promote and to pro-actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for bot Parties.

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

Either the Service Manager or the Contractor may invite other to attend the meeting as necessary but may not delegate their attendance to others.

In the meeting(s), the Service Manager and Contractor shall review the previous month(s) actions and responsibilities in terms of the contract, decide what corrective actions are to be taken if any and by whom and when, review, agree and sign a summary of work carried out during the period of review which shall contain as a minimum:

1. Safety, share good practices and suggestions
2. Schedule of major incidents or unplanned work
3. The amount due to the contractor (assessment certificate)
4. Any substantial disagreements between the Service Manager and Contractor and any disputes notified in terms of the contract
5. Review and note all Early warnings and Defect notifications issued during the period under review and ensure the register is updated
6. The Contractor’s general comments on the work done during the period under review
7. Service Manager’s general comments on the work done during the period under review
8. Any notable achievements
9. Any contractual/commercial issues

The Service Manager shall prepare a monthly report in the form of minutes of the above mentioned meeting and ensure that both the Service Manager and the Contractor have agreed and signed the minutes.

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.

Low Service Damages will be applied for performance management, and Bi-annual Meetings will be held to ensure Performance Management for the duration of the contract. Under the service information details will be captured such as monthly meetings to be held with minutes to be kept on record for auditing purposes which will be binding to the contractor

## *Contractor*’s management, supervision and key people

The *Contractor* provides an organogram of the proposed company structure with the tender showing the number of people, all relevant designations and applicable qualifications.

It is necessary for the *Contractor* to have a dedicated *Site Supervisor* appointed to manage all site activities.

The Supervisors must have completed matric (Grade 12), have prior work experience of at least 1 (one) year performing supervision and be fully capable of overseeing activities. Effective verbal and written communication in English is required as well as attendance of meetings for reporting purposes and performing any other activity required.

**It is strongly recommended that the *Contractor* hires local people for the service as Cleaning and Garden Services is not classified as a critical skill and it would be beneficial that the same cleaners currently on site are given first preference**.

The *Contractor* and the *Contractors Supervisor* works closely with all the *Employer’s* personnel

## Provision of bonds and guarantees

Not Applicable

## Documentation control

A method statement that includes the overall site CLEANING AND GARDEN SERICES strategy.

An Assessment Certificate will be issued by the *Employer* at the monthly meeting before the 7th day of each month that will be accepted and signed off by the *Employer* and *Contractor*

*A* Task Order will be issued by the *Employer* for any additional material or service requirement

A Weekly Checklist will be issued by the Contractor, in its completed state that must be accepted by the *Service Manager and Contract Supervisor’s*

Minutes of Meetings must be recorded using minutes or a register prepared and circulated by the person who convened the meeting.

## Invoicing and payment

The *Contractor* does not start any work before he/she is in possession of a SAP 45 order number

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.

Assessments are conducted monthly or at completion of task order for an ad-hoc service. Assessments of work completed and value is mutually agreed between the *Service Manager* and *Contractor*. The *Contractor* issues invoice in line with the assessed value on the assessment certificate

Submitted invoices are paid 30 days from date of receipt of invoice by the *Employer*.

### Invoices submission

All invoices to be accompanied by the Payment certificate as issued by the Service Manager. Invoices to be submitted electronically as PDF documents to: invoiceseskomlocal@eskom.co.za

### The Contractor includes the following on the Contractor’s Tax invoice:

* Name and address of *Contractor;*
* *Contractor’s* VAT registration number if applicable;
* *Contractor’s* companyregistration number if applicable;
* *Contractor’s* banking details*;*
* Name and address of recipient ;
* Tax invoice number and date of issue;
* Description of goods/services provided;
* Period time for which the Tax invoice is being rendered;
* Contract Number (commencing with a 46 prefix);
* Relevant Task Number (commencing with a 45 prefix);
* Relevant Task Order line item number;
* Relevant good receipt/service entry number received from the *Employer’s* Service Manager;
* Statement whether value added tax is included or excluded
* Invoices to be made out to Eskom Holdings SOC Ltd

### How to submit invoices

1. General Submission Information
* The subject line on your email should only contain your Eskom vendor number
* Each invoice in PDF should be named with your invoice number only
* Ensure that the Eskom task order number is clearly indicated on your invoice together with the line number you are billing for
* Ensure you comply with the SARS tax requirements for submitting invoices electronically
* Each PDF files should contain one invoice, one debit note or one credit note only Ou may submit more than one invoice per email
* All electronic invoices must be sent in PDF format only
* Attach proof of delivery to your invoice (eg assessment certificate)
* Where applicable, supporting documents must be attached to the scanned PDF invoice as one attachment
* Assessment Certificate / delivery note
* CPA calculation sheet
* Retention certificates where it is a retention invoice
* Any other appropriate documents
1. Shipping Invoices
* Hard copy invoices to be delivered to the *Service Manager* in addition to the submitted electronic copy
* Invoice (this should only reflect the shipping cost).
* Shipping invoices to be accompanied with
* Commercial invoice
* Delivery note
* Your shipping cost calculation relevant to the invoice – not a generic calculation (The amount of shipping costs calculation must balance with the amount on the invoice
* Forwarding agent’s invoice
* Customs document
1. Foreign Invoices

Hard copy invoices to be delivered to the *Service Manager* in addition to the submitted electronic copy

1. **CPA**

CPA is applied as per Secondary Option X1 in Contract Data. If there is CPA on your invoice, it is recommended that you issue a separate invoice for CPA so that if there any issues on the CPA , the rest of the invoice can be paid whilst CPA issues are resolved.

CPA calculation sheets to accompany invoice

### Payment Queries

For all queries and follow-ups on invoice payments, kindly contact the Finance Shared Services Contact Centre

* Tel: 011 800 5060
* Email: fss@eskom.co.za

### Eskom information

* Eskom Tax clearance and BBBEE certificate is available at: <https://www.eskom.co.za/Tenders/BBBEECertificate/Pages/Eskom_BBBEE_Certificate.aspx>
* Eskom VAT  Number is **4740101508**

### Avoid Payment Delays

* Failure to submit a PDF invoice with accompanying assessment electronically toInvoiceseskomlocal@eskom.co.za could result in payment delays.
* *Contractor* to ensure the  *Service Manager*  has an updated valid certified copy of BBBEE certificate or sworn affidavit, tax certificate and Letter of Good standing during contract period.. Failure to do so, could result in Eskom Vendor Management Dept blocking vendor details on Eskom vendor management system which affects payment processing of invoices
* It is important that the value stated on the invoice must be the same as the value stated on the task order. If the invoice value is different from the task order value, payment of the invoice will be delayed. It is strongly recommended that if there are any discrepancies on the invoice, it will be rectified with the *Service Manager* before it is submitted for payment
* Ensure remittance email address and name on invoice are correct and that Eskom has received the same information to update its records. If different in Eskom’s system, it will delay processing of invoice.

## Contract change management

* Additional services and/or material is agreed between Service Manager and Contractor and supported by task order

## Insurance provided by the *Employer*

No additional information. Refer to Contract Data. Queries regarding insurance claims and/or procedures can be addressed with the Service Manager

## Training workshops and technology transfer

* The *Contractor’s* personnel to do safety induction before entering the site and commencing with any work.
* *Contractor* to be trained on “First Aid” and proof of training to be handed over to *Service Manager*

## Design and supply of Equipment

Not applicable

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

### Equipment

None

### Information and other things

At the end of the service period or earlier termination of this contract, the Contractor shall make available to the Employer all records and information relating to the service carried out under this contract at no extra costs to the Employer excluding the Contractors intellectual property

## Management of work done by Task Order

The *Service Manager* shall issue *the Contractor* with a Task Order (commencing with 45 prefix). The task order authorises work to be done by the Contractor. No works shall are to be executed without a Task order.

The Service Manager issues a task order to the Contractor which specifies clearly the work to be performed, additional specification, procedures; any other constraints the Contractor complies with in providing the service. The task order is issued before Contractor provides service.

The Service Manager issues the task order to the Contractor in a timely manner that allows the Contractor to properly plan the service within the time period(s) stated on the task order. The Contractor performs the service in accordance with the task order issued and completes it within the time period specified in the task order.

All services provided comply with this service agreement required and procedures stated. Should the Contractor be unable to supply the resources required to complete the task order within the time period specified in the task order, the Contractor immediately notifies the Service Manager. The notification includes recommendations as to how the work can be completed timeously

# Health and safety, the environment and quality assurance

## Health and safety risk management

* The *Contractor* comply with the South African Occupational Health and Safety Act No. 85 of 1993 and regulations, Eskom Safety, Health, Environment and Quality (SHEQ) Policy 32-727, National Building Regulations as well as SANS 10400 for all works. Furthermore, the *Contractor* comply with any additional current statutory requirements of any relevant Government Departments regarding health and safety and environmental health.
* The *Service Manager* instruct the *Contractor* to stop work, without penalty to the *Employer*, when the *Contractor’s* personnel do not adhere to acceptable health & safety standards or contravene the health and safety sections and regulations. The *Service Manager* is immediately or before the end of a particular shift, informed of any injury or damage to property or equipment. The *Contractor* provides all the required safety and personal protective equipment to his staff for the duration of the contract.
* Site SHE Specification, procedures, policies, guidelines, and standards applicable to the *service*, used as Eskom’s minimum requirements for Health and Safety, are provided to the *Contractor*.
* The *Contractor* comply with the requirements for COVID-19 as per Government Directive from Department of Employment and Labour (DEL); Consolidate COVID-19 Direction on Health and Safety Measures in Workplaces issued by the Minister in terms of Regulation 4(10) of the National Disaster Regulation.
* Only the latest version / revision of the applicable legislation, acts and regulations throughout the duration of the contract, is applied at the Peaking stations. Not limited to the following below, the legislation, acts and regulations that the Contractor complies with are:
* Compensation for Occupational Injuries and Diseases Act 130 of 1993
* National Water Act 36 of 1998
* Occupational Health and Safety Act and Regulations (85 of 1993)
* Disaster Management Act 57 of 2002.
* National Environmental Management Act 107 of 1998
* Applicable South African National Standards (SANS)
* National Road Traffic Act 93 of 1996
* Basic Conditions of Employment Act 75 of 1997
* National Veld and Forest Fire Act and Regulations 101 of 1998
* Environmental Conservation Act and Regulations 73 of 1989
* Committee of Land Transport Officials (COLTO)
* SACPCMP Act no. 48 of 2000
* Radiation Protection Act
* Construction Regulation

The *Contractor* establishes and adheres to the health and safety of his own employees and those of its sub-contractors so that high standards of personnel health and safety are achieved and maintained. The *Contractor* exercise and adheres to all necessary care and measures to preclude exposure of personnel, labour, and nearby residents (if any) to potential health hazards and environmental pollutants.

The *Contractor* ensures that all persons who are employed and or deployed to work on site undergo police clearance and are certified to have no criminal records. This is required before any of the *Contractor’s* employees are allowed or given access to start work on site.

### SHE File

The *Contractor* is required to compile a SHE File to comply with the *Employer’s* specification. The SHE file is submitted to the *Services Manager* for review and acceptance, 60 days before the commencement of the *service* on site and includes, but are not limited to the following:

* Safety, Health and Environmental Plan (SHE Plan)
* SHE organization within the Company-Responsibility & Accountability
* OHS Incident management Procedure (32-95)
* Planning of conduct of work activities including planning for changes and emergency work (Operational Plan)
* Management of PPE - Personal Protective Equipment (Procedure with the matrix)
* Emergency planning and fire risk management
* Vehicle and driver behaviour safety (Competency, Traffic Management, etc.)
* Sub-contractor or supplier selection and management
* Key personnel competency, training, appointments
* Communication and awareness Plan
* Behavioural Based Safety Procedure
* *Employer’s* Baseline SHE Risk Assessment (BRA).
* *Contractor’s* Baseline Risk Assessment in line with the *Employer’s* BRA (Identification, assessment and management of Safety, Health and Environmental risks related to the scope of work. The methodology used for the risk assessment is provided together with the BRA.)
* Valid Letter of Good Standing (COIDA or equivalent)
* SHE policy signed by CEO / MD - Complying to OHS Act Section 7 or ISO 45001
* Occupational hygiene and health risk assessment
* Medical surveillance
* Method Statements / Safe Working Procedures
* COVID-19 Risk Assessments and Workplace Plan

## Environmental constraints and management

The *Contractor* will be required to ensure that all *Service* are carried out as per the ISO 14001 standard and Eskom’s Environmental Policy. The following environmental requirements are complied with at all times:

Zero liquid effluent discharge.

No chemicals will be dumped into the station drains or on the premises.

No oil or waste will be dumped in an unauthorised area or unlicensed waste site.

Asbestos will be handled and stored according to Act 15 of 1973 (hazardous substances

Act).

No materials or waste will be burnt on site. Hazardous substances shall be handled and

stored according to the hazardous substances Act no 15 of 1973. No effluent shall be

discharged into the public streams.

Construction Safety, Health, and Environmental Management Rev 0 32-136

**Waste Disposal:**

All waste introduced to and/or produced on the *Employer’s* premises by the *Contractor* for this contract, must be handled in accordance with the minimum requirements for the Handling and Disposal of Hazardous Waste in terms of Government Legislation as proclaimed by the Department of Water Affairs and Forestry Act, 1994 Ref: ISBN0621-16296-5.

**Hazardous substances**

If product is classified as a hazardous substance, safety brochures must accompany delivery. In accordance with the Occupational Health and Safety Act (OHSA), Act 85 of 1993 section 10 and 11. If any hazard is identified by the *Contractor*, he must immediately inform the *Employer.*

## Quality assurance requirements

The quality requirements are as per ISO 9001:2008 and as per Eskom document QM-58, SUPPLIER CONTRACT QUALITY REQUIREMENTS SPECIFICATION.

The *Contractor’s* company quality documents are subject for verification and acceptance by Eskom

The Contractor maintains a high standard of workmanship, as expected by the *Employer* and shall comply with any quality assurance and quality procedures implemented by the *Employer*.

# Procurement

Disallowed costs are applicable

## People

### Minimum requirements of people employed

The *Contractor* fully complies with the Labour Relation Act, taking cognisance on remuneration/minimum wage payments at all times during the employment of labour to mitigate any risk for such non-compliance.

The *Contractor* must submit Curriculum Vitae’s, certified copies of qualifications and/or certificates of its qualified staff where it is required prior to work commencing on site

* All staff required to perform the activities within the works information
* All relevant personnel names and titles must be specified to the *Service Manager*
* All staff to be appointed in writing.
* Contract Staff are not allowed to work on any other contract.
* All new staff to do induction training
* All new staff to be approved by *Service Manager* before entering the site or commencing work
* In the case where one or more employees of the Contractor are requested to leave site for other reasons than Sick leave or Annual leave. The personnel must be replaced immediately with the same skill level, qualifications and experience’s

### BBBEE and preferencing scheme

As per clause Z3.

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

### Supplier Development Localisation & Industrialisation (SDL&I) undertaking

 N/A

* **Local content**

N/A

## Subcontracting

### Preferred subcontractors

Not applicable

### Subcontract documentation, and assessment of subcontract tenders

Not applicable

### Limitations on subcontracting

Not applicable

### Attendance on subcontractors

Not applicable

## Plant and Materials

### Specifications

* Chemicals (Material Data Sheets) used for this service is subject to the Employers prior acceptance

### Correction of defects

Not applicable

### *Contractor*’s procurement of Plant and Materials

* Material list to be provided of all products, no plant or materials procured for the purpose of providing the service shall contravene the Safety & environmental and site regulations.

### Tests and inspections before delivery

Not applicable

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

All Plant and Material are to be provided by the Contractor

### Cataloguing requirements by the *Contractor*

Not applicable

# Working on the Affected Property

.

The *Contractor* staff will interact with different people on site and will be required to conduct their duties in a professional manner.

The *Contractor* must comply with the South African Labour Relations Act and ensure that their staff is compensated with a fair and reasonable wage.

Access to the Power station is restricted to authorized personnel only. All Contractors staff is required to be cleared by security

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

* All Life Saving Rules as specified shall be adhered to. ESKOM does not permit any passengers to be transported at the back of any Truck, light domestic vehicle or enclosed light commercial vehicle.
* Each person shall sign the site entrance Register and this information shall also be collated by the *Contractor* for use during the scheduled meetings.
* Parking is allowed in the demarcated areas only and should it be required to drive on site, then please adhere to the following;
1. Driving is only allowed on tarred surfaces
2. Obey the speed limits and all road signs
* Original ID document must be presented to security
* No weapons may be taken on site
* No photographs may be taken whilst on site.
* All persons entering the Power Station premises will be required to undergo a breathalyser test. Any persons testing positive will not be allowed entry. The Employer has a zero tolerance towards alcohol
* All contractor personnel are carefully screened before granted access to the *Employer’s* premises.
* All contractor personnel must attend induction before working on site and must obtain gate permits via the *Service Manager*
* Each personnel to have an identification card/gate permit at all times. The Employer has the right to deny access to any person not having proper identification
* No recruitment on site or at the main access gates or any of the *Employer’s* Premises’ is allowed.
* Asset registers of all tools and equipment incorporated or consumed in providing the service shall be maintained by the contractor and shall be audited and inspected by Employer from time to time
* All activities to comply with the OHS Act and Regulations

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

It is expected that the *Contractor* and staff will uphold Eskom’s Code of Ethics.

The premises may be entered from 07:00 to 16:15 Mon-Thu, excluding public Holidays and from 07:00 to 12:00 on Fridays. Variation from these hours will be with prior arrangement with the sending and receiving recipients.

## Health and safety facilities on the Affected Property

* The Contractor is to provide own first aid box.

In case of an injury on duty, the contractor first aider must attend to the injured. An injury on duty must be reported to the Service Manager before end of shift.

Normal working hours:

Emergency services - dialling (036) 438 2007/2008

## Environmental controls, fauna & flora

Following rules and regulations apply to all Peaking sites, to promote Eskom’s goal of zero harm to the environment:

* Respect and care for the natural environment and for each other
* No fires are allowed
* No poaching of wildlife or plants is allowed
* Obey speed limits on site

## Cooperating with and obtaining acceptance of Others

The *Contractor* staff will interact with different people on site and will be required to cooperate with others and conduct their duties in a professional manner.

## Records of *Contractor*’s Equipment

* The *Contractor* submits a list of all equipment and tools (with serial numbers, wherever possible) to the Security office in order to get approval before the items can be brought onto site.
* A copy of the approved list of items must be supplied to the Service Manager. Equipment that is not listed on a tool/equipment list cannot be removed from site once on the property unless proof of ownership is produced.
* Equipment and vehicles left on site is done so at the Contractor’s own risk.
* All lost equipment and tools to be declared to the Service Manager and full details of incident.
* All Machinery and equipment provided by the Contractor must comply to all relevant standards and regulations
* The security waybill process will apply for any movement of equipment. All products, parcels, documentation, parts, materials and goods can only be removed from site by means of a removal permit issued by the *Employer*.

## Equipment provided by the *Employer*

None

## Site services and facilities

### Provided by the *Employer*

**Supply of electricity**

220V electrical supply is generally available in and around the premises. The nearest

electrical power supply will be indicated but it is the *Contractor’s* responsibility to arrange for all such

services required in the execution of the works. No warranty is offered or given by the *Employer* that

the existing available electrical supply will necessarily be adequate for the *Contractors* purposes nor

that such supply is in any way guaranteed. The distribution of electricity shall be carried out by the C*ontractor* strictly in accordance with the applicable laws and regulations

**Water**

The *Employer* supplies potable and raw water for the purpose of the works, at existing points and in reasonable quantities. Uninterrupted supply is not guaranteed and is not grounds for compensation events.

### Provided by the *Contractor*

* *Contractor* to provide and ensure safe transportation services for all his *Contractors* and it must comply with 32-93 and 33-345 procedures.
* Accommodation is for the Contractor’s own account
* All equipment must be provided by the Contractor for the works
* All office equipment must be provided by the Contractor for the works
* Telephone bills will be paid by the Contractor
* The Contractor must provide the Cleaning and Garden Services check sheets with quality control points by the site supervisor
* The Contractor must provide all the material needed for the works. The safeguarding, care and security of all equipment and materials while the Contractor is performing the works is the responsibility of the Contractor
* If the Contractor uses portable two-way radios, the Employer’s Representative must approve the type and make
* All PPE to be provided by *Contractor* as per construction regulations.
* *Contractor* to supply own 220 or 380 VAC extensions at the Contractor own costs
* *Contractor* to supply sufficient transport for the *Contractors* employees on site. This is to avoid wastage of time between workstations.

**Personal Protective Equipment**

The Contractor supplies, maintains and ensures that his personnel at all times wear personal protective equipment as required per site.

**Housekeeping**

The *Contractor’s* Equipment does not impair the operation of the plant or access to the plant.

**Access permits**

All applicable *Contractor* personnel shall be issued with Photo ID Cards (*Contractor* Permit) by the contractor, which will contain the following information:

* Name
* ID Number
* Company name and logo
* Validity date
* Photo

The *Contractor* applies with Small Hydro Power Stations Protective Services for the issuing of permits.

The *Contractor* submits his application at least 24 hours prior to entering the Security area. This application form must be delivered to Protective Services or can be emailed to the service manager.

The form contains the following information:

* Employee Name.
* Employee ID Number.
* The *Employer’*s Safety Co-ordinators signature.
* The *Employer’s* *Service Manager’s* signature.
* Copy of the first page of the ID book of every employee of the *Contractor*, photocopied to reduce the size to 65%.

The form is appended to the *Contractor’s* Safety Manual, referred to in Section 2.3.2 (b).

The *Contractor’s* visitors and personnel shall conform to the security arrangements in force at the Site at all times.

The Chief of Protective Services may, with valid cause, remove any of the *Contractor’s* personnel from Site, either temporarily or permanently. He may deny access to the Site to any person whom, in the opinion of the said Chief of Protective Services, constitutes a security risk.

No unauthorized vehicles will be allowed on Site. Contract vehicle application should be directed to the *Service Manager*.

The *Contractor* will be limited to the working areas associated with the works. The *Contractor* is forbidden to enter any other areas, and must ensure that his employees abide by these regulations.

Parking inside the Power Station is allowed. The parking application must be addressed to the protective services. All *Contractors* will supply protective services with their vehicles registration numbers.

No recruiting of casual labour may be done on the *Employer’s* premises, including the area outside the power station security gate.

The *Contractor* obtains the access procedures, from *the Service Manager*, which may change depending on the prevailing security situation.

## Control of noise, dust, water and waste

* All necessary and relevant PPE must be used at all times when entering or working on plant
* Risk assessments must be completed before commencing with any task to be current at all times (Live Document).
* All relevant procedures to be used at all times.

## Hook ups to existing works

* The *Employer* reserves the right to have any of the *Contractor’s* personnel removed off site without cancelling the contract if, in the *Employer’s* opinion, it is warranted.
* The *Employer* reserves the right to have any of the *Contractor’s* personnel removed off site without any compensation to the *Contractor* in the event of the *Contractor’s* personnel being in contravention with the OHS Act or any of the *Employer’s* rules, regulations and procedures.
* The *Employer* reserves the right to request disciplinary/corrective action if, and when, required.
* The *Contractor* must submit Curriculum Vitae’s of its entire staff prior to work commencing on site.
* The *Contractor* must submit certified copies of qualifications and or certificates of its entire staff prior to work commencing on site.
* The *Contractor* will be responsible for the full payment of the legislative training costs for every employee at the *Contractor’s* cost, in the event that the employee have to redo the training due to failing at the first attempt as well as the subsequent attempts that follows until the employee is authorised.
* All unknown / known services will be brought to the attention of the *Contractor* by *Service Manager*. Should the *Contractor* encounter any other services in the work area, he will immediately bring them to the attention of the *Service Manager* who will issue instructions as to what actions are to be taken.
* No welding will be allowed on site unless permission is granted in writing by the *Service Manager*.
* The *Employer* carries no responsibility for unforeseen delays such as weather conditions unless such a delay is negotiated within 24 hours of the occurrence and written agreement is submitted by the *Employer*.
* Care must be taken to prevent damage to any surroundings such as the plant, roads and equipment in and around existing buildings.
* The *Contractor* and his employees will be required to conduct themselves at all times in proper and orderly manner while on the *Employer’s* premises.
* The *Contractor* and his employees may only smoke in the allowed/designated areas.
* The *Employer* will take immediate steps to institute criminal investigations in the event of any suspected criminal acts e.g. theft etc.

## Tests and inspections

### Description of tests and inspections

Random spot checks will be done by the Employer to ensure good hygiene is maintained.

### Materials facilities and samples for tests and inspections

Not applicable

# List of drawings

**6.1 Drawings issued by the *Employer***

None

**GPS Co-ordinates**

****

**Zimbane Electricity House, Mthatha, Eastern Cape**





TASK ORDER

|  |  |  |  |
| --- | --- | --- | --- |
| **To the *Contractor*** | [●] | **Tel:** | [●] |
| **Address** | [●] | **Fax:** | [●] |
| **Attention** | [name] [●] | **Date:** | [●] |
| **E mail** | [●] | **Ref:** | [●] |

Dear Sirs,

|  |  |  |  |
| --- | --- | --- | --- |
| **Contract title** | [●] | **Number:** | [●] |
| **Contract action** | **Clause X19.2 Task Order** |

Further to our consultations dated [●………………] about the content of this Task Order and in terms of clause X19.1(1) and X19.1(2) in secondary Option X19 of the above contract, I hereby instruct the *Contractor* to carry out the below stated work as a Task within the *service*.

|  |  |  |  |
| --- | --- | --- | --- |
| **Task Order No.** | **[●]** | *service* | .**[●]** |
|  |
| **Detailed description of the work in the Task:** | **[●]** |
| **Starting date for the Task** | **[●]** |
| **Task Completion Date** | **[●]** |
| **Delay damages (if any)** | **[●]** |
|  |  |
| **A priced list of items of work in the Task in which items are taken from the Price List is attached** |  |
| **Total of Prices for items of work taken from the Price List per the attached priced list is:** | R.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Total of Prices for items of work not in the Price List (details attached) is:** | R.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Total of the Prices for this Task Order** | R \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Yours faithfully,

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| Signature **(*Service Manager*)** |  | Name |  | Date |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Distribution**: |  |  |  |  |
|  |  |  |  |  |

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*. [↑](#footnote-ref-1)
2. Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 [www.ecs.co.za](http://www.ecs.co.za) [↑](#footnote-ref-2)
3. Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or [www.ecs.co.za](http://www.ecs.co.za) [↑](#footnote-ref-3)