NEC3 Term Service Contract (TSC3)

Between **ESKOM HOLDINGS SOC Ltd**
(Reg No. 2002/015527/30)

and **[Insert at award stage]**
(Reg No. _____)

for **The Provision of Cleaning, Gardening and Hygiene Contract for Gauteng Cluster, as and when required basis for a duration of 3 years**

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CONTRACT No. **[Insert at award stage]**

PART C1: AGREEMENTS & CONTRACT DATA

Contents:

		No of pages
C1.1	**Form of Offer and Acceptance**	**[3]**
	[to be inserted from Returnable Documents at award stage]	
C1.2a	**Contract Data provided by the *Employer***	**[11]**
C1.2b	**Contract Data provided by the *Contractor***	**[2]**

C1.1 Form of Offer & Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

The Provision of Cleaning, Gardening and Hygiene Contract for Gauteng Cluster, as and when required basis for a duration of 3 years

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

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

Options A	The offered total of the Prices exclusive of VAT is	**Rate-based Contract**
	Sub total	**Rate-based Contract**
	Value Added Tax @ 15% is	**Rate-based Contract**
	The offered total of the amount due inclusive of VAT is[1]	**Rate-based Contract**

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

Signature(s) .....

Name(s) .....

Capacity .....

For the tenderer:

.....

(Insert name and address of organisation)

Name & signature of witness .....

Date .....

Tenderer's CIDB registration number: .....

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s) .....

Name(s) .....

Capacity .....

for the Employer **Eskom Holdings SOC Ltd,**
Megawatt Park, Maxwell Drive,
Sandton,
Johannesburg, 2199

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)*	**Eskom Holdings SOC Ltd,** **Megawatt Park, Maxwell Drive,** **Sandton,** **Johannesburg, 2199**
Name & signature of witness		
Date		

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	**General**	
	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
		X18: Limitation of liability
		X19: Task Order
		Z: *Additional conditions of contract*
	of the NEC3 Term Service Contract April 2013[2] (TSC3)	
10.1	The *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**
10.1	The *Service Manager* is (name):	**TBA**
	Address	**TBA**
	Tel	**TBA**
	Fax	**TBA**
	e-mail	**TBA**
11.2(2)	The Affected Property is	**Distribution Gauteng Cluster**
11.2(13)	The *service* is	**The Provision of Cleaning, Gardening and Hygiene Contract for Gauteng Cluster, as and**

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

		when required basis for a duration of 3 years
11.2(14)	The following matters will be included in the Risk Register	**None**
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	**Five (5) working days**
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	**(One) week of the Contract Date**
3	**Time**	
30.1	The *starting date* is.	**TBA**
30.1	The *service period* is	**Three (3) 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	**between the 20th day of each successive month.**
51.1	The *currency of this contract* is the	**South African Rand**
51.2	The period within which payments are made is	**30 days upon submission of a certified tax compliant invoice to Eskom Financial Shared Services.**
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.**
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**

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	**Three (3) weeks.**

11 Data for Option W1

W1.1	The *Adjudicator*	**the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see 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) 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	**Midrand 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	**One month before tender closing.**

The proportions used to calculate the Price Adjustment Factor are:

	proportion	**linked to index for**	**Index prepared by**
Labour Table (excluding Cleaners And Gardeners)	**0.85**	**Table C3**	**SEIFSA**
	0.15	**non-adjustable**	

	Transport Table	**1.00** **Proportion** **0.85** **0.15**	**Linked to index for** **Table L2(A)** **Non-adjustable**	**Index prepared by** **SEIFSA**
	Table for Hygiene Consumables And Rentals	**1.00** **Proportion** **0.85** **0.15**	**Linked to index for** **Table B2 – CPI Headline** **Non-adjustable**	**Index prepared by** **STATS SA**
	Table for Cleaners and Gardeners	**1.00** **Proportion** **0.85** **0.15**	**Linked to index for** **National minimum wage act** **Non-adjustable**	**Index prepared by** **Government gazette as per ministerial determination**
	NOTES: 1. The Cleaner and Gardener rates to be adjusted as Government Gazette each year. 2. The profit cost is fixed for the duration of the contract.	**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 in	**No table applicable, low service damages at R3000.00 per day based on non-performance**
X18	**Limitation of liability**	
X18.1	The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to	**R0.0 (zero Rand)**
X18.2	For any one event, the *Contractor*'s liability to the *Employer* for loss of or	**the amount of the deductibles relevant to the event**

	damage to the *Employer*'s property is limited to	
X18.3	The *Contractor*'s liability for Defects due to his design of an item of Equipment is limited to	**The greater of** • **the total of the Prices at the Contract Date and** • **the amounts excluded and unrecoverable from the *Employer*'s insurance (other than the resulting physical damage to the *Employer*'s property which is not excluded) plus the applicable deductibles**
X18.4	The *Contractor*'s total liability to the *Employer*, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	**the total of the Prices other than for the additional excluded matters.** **The *Contractor's* total liability for the additional excluded matters is not limited.** **The additional excluded matters are amounts for which the *Contractor* is liable under this contract for** • **Defects due to his design, plan and specification,** • **Defects due to manufacture and fabrication outside the Affected Property,** • **loss of or damage to property (other than the *Employer*'s property, Plant and Materials),** • **death of or injury to a person and** • **infringement of an intellectual property right.**
X18.5	The *end of liability date* is	**One (1) month after the end of the *service period*.**
X19	**Task Order**	
X19.5	The *Contractor* submits a Task Order programme to the *Service Manager* within	**Two (2) working days 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 not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer.*

Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.

Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.

Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor*'s B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.

Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.

Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor*'s obligation to Provide the Service.

Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.

Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

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

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

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

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

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

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

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

Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer*'s VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

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

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

Z9 *Employer's* limitation of liability

Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is

limited to R0.00 (zero Rand)

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

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

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

Z11 Ethics

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

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

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

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

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

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

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

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

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

Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z11.2 The *Employer* may terminate the *Contractor*'s obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor*'s obligation to Provide the Services for this reason.

Z11.3 If the *Employer* terminates the *Contractor*'s obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

Z_12_.1 Replace core clause 83 with the following:

Insurance cover 83

83.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.

83.2 The *Contractor* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the *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 lir 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*

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 The *subcontracted fee percentage* is	**%** **%**
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	No of pages
C2.1	Pricing assumptions: Option A	2
C2.2	The *price list*	5

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

Identified and defined terms 11 11.2 (12) The Price List is the *price list* unless later changed in accordance with this contract.

(17) The Price for Services Provided to Date is the total of

- the Price for each lump sum item in the Price List which the *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.

Function of the Price List

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

Link to the *Contractor*’s plan

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

Preparing the *price list*

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

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

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

Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

ITEM NO		UNIT	QUANTITY	RATE/SQM	AMOUNT
	PRELIMINARIES AND GENERAL The following items should be priced under preliminaries and generals **SHE requirements** The Service Provider shall take the necessary steps to ensure that all workmen employed on the Works comply with regulations regarding the wearing of Personal Protective Equipment as per Eskom's PPE Matrix. The Service Provider will provide mandatory OHS Training to all workmen before the commencement of the works. All Workers employed during the contract shall also receive training before gaining access to the site. e.g. SHE Representative, First Aid, Fire Fighting, risk assessment. The Service Provider shall provide task specific training to his employees where a specific task is to be undertaken during the works period e.g. Working at heights, Supervisory (OHS legal liability). The Service Provider must provide the necessary communication tools in the case of emergency; these tools must be kept on site. The Service Provider shall take the necessary provisions for an emergency. This includes First aid boxes, fire extinguisher and emergency alarm in the case of an emergency on site. These essentials must be stored in places that are easily accessible.				

	The Service Provider must take the necessary steps to manage Incidents that occur on site. (meetings, training) The Service Provider is to appoint a competent person as a SHE Officer for the duration of the project. The SHE Officer must carry out all of the services and duties required.				
3	SHE Plan for all sites- Once off	Item	1	sum	R
4	Safety Officer (Per day)	Item	1	Per day	
5	Provision for deep cleaning -Specify a rate per sqm				R400 000.00
6	Provision for high level window cleaning-Specify a rate per sqm				R150 000.00
7	Transport - Only applies to Hygiene consumables			Km	R
	N.B please provide rate per square metre for deep cleaning and high level window cleaning				
	Deep cleaning			sqm	R
	High level cleaning			sqm	R

Item No	Item	Description	Unit	Expected Quantity	Rate	Price
1	Cleaner	Basic Salary	1	Per Month		
		leave Pay	1	Per month		
		Sick Leave	1	Per month		
		Bonus	1	Per month		
		UIF	1	Per month		
		Provident Fund	1	Per month		
		COID	1	Per month		
		NCCA	1	Per month		

		Skill Levy	1	Per Month		
		Profit	1	Per Month		
		Overheads (administrative and Material etc.)	1	Per Month		
		Total Cost per Cleaner per month	1	Per Month		
		Cost per Cleaner per hour	1	Per Hour		

2.	Gardener	Basic Salary	1	Per Month		
		leave Pay	1	Per month		
		Sick Leave	1	Per month		
		Bonus	1	Per month		
		UIF	1	Per month		
		Provident Fund	1	Per month		
		COID	1	Per month		
		NCCA	1	Per Month		
		Skill Levy	1	Per month		
		Profit	1	Per Month		
		Overheads (administrative/profit costs etc.)	1	Per Month		
		Total Cost of a gardener	1	Per Month		
		Cost of a gardener per hour	1	Per Hour		

3	Supervisor	Total cost for Supervisor Price	1	Per month		

4	Reliever	Reliever (per day) * will be billed separately	1	Per day per employee		
5	Overtime	Overtime cost per cleaner	1	Per day per employee		

5	**Hygiene**				
Item no	**Description**	**Unit of measure**	**Quantity**	**Rate**	**Total**
1.	**HYGIENE CONSUMABLES**				
1.1	Toilet Paper 48 rolls (2 ply)	48 Rolls	1		
1.2	Paper towels (Per roll) 1 ply	Per roll 1ply	1		
1.3	Foam/liquid soap refill	5L	1		
1.4	Urinal odorite disc	10cm	1		
1.5	Purified bottled water refill	19L	1		
1.6	Air Freshener refill	140g	1		
1.7	Seat sanitizer refill	500ml	1		
1.8	Toilet Brushes (plastic)	34cm	1		
2.	**LIST OF HYGIENE RENTALS**				
2.1	Paper Towel dispenser	40cm	1		
2.2	Paper Towel wall Bin	60cm	1		
2.3	TR3 toilet roll holder	40cm	1		
2.4	Liquid/foam soap dispenser	500ml	1		
2.5	SHE bin (7-day Service)	10L	1		
2.6	Water cooler Dispenser maintenance plan on request		1		
2.7	Water cooler dispenser	19L	1		
2.8	Auto sonor	500ml	1		

2.9	Seat sanitizer Dispenser	500ml	1		
2.10	Air Freshener dispenser	500ml	1		
2.11	Anti-Theft Air freshener dispenser	140g	1		
2.12	LDV Bakkie	km	1		

NOTE: *Transport only applies to Hygiene consumables*

PART 3: SCOPE OF WORK

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C3.2	*Contractor*'s Service Information	
	Total number of pages	20

C3.1: EMPLOYER'S SERVICE INFORMATION

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Description of the *service*

Executive overview

The works amongst others consist of supervision, labour, equipment necessary to carry out cleaning, garden and Hygiene services.

The listed facilities are current Eskom Distribution facilities that will require the cleaning and garden services (non-technical services); however the tenderer is to be informed that the below areas are subject to change. Any additional /exclusion shall be communicated in writing following the procurement process. Tenderers are advised to visit the site prior tendering to ascertain the cleaning scope involved.

Gauteng Operational Unit Sites

Item	Sites Name	Number of Cleaners	Number of Gardeners
01	Northrand CNC	1	1
02	Fourways CNC	2	2
03	Morningside CNC	1	2
04	Morningside HUB	1	N/A
05	Mnandi CNC	1	2
06	Linbro Office	1	1
07	Cullinan Hub	1	1
08	Cullinan CNC	1	1
09	Bronkhorstspruit CNC	1	1
10	Mathibestad CNC	1	2
11	Hammanskraal CNC	1	1
12	Temba CNC	1	1
13	Temba HUB	1	N/A
14	Ga-Rankuwa CNC	1	1
15	Mabopane CNC	1	N/A
16	Ga-Rankuwa HUB	1	1
17	Mothutlung CNC	1	1
18	Winterveldt Risk Office/Mew	1	N/A
19	Winterveldt CNC	1	N/A
20	Mabopane HUB	1	N/A
21	Benoni Customer Service	4	1
22	Daverton CNC	1	1
23	Daverton WIC	1	1
24	Dunnotar	1	1
25	Etwatwa CNC	1	1
26	Gamaphuteng WIC	1	N/A
27	Katlehong CNC	1	1
28	Katlehong WIC	1	N/A
29	Nigel Office	3	1
30	Petit CNC	1	1
31	Spetdown CNC	1	1
32	Tsakane WIC	1	N/A
33	Vlakfontein MEW	1	1
34	Vlakfontein TSG	1	1
35	Vorsterkroon CNC	1	1
36	Vosloorus CNC	1	1
37	Vosloorus WIC	1	N/A
38	Braamfischer	1	1
39	Taunus CNC	1	2

40	Magalies CNC	1	1
41	Libanon CNC	1	1
42	Libanon Live Work	1	1
43	Carltonville	2	1
44	Randfontein Customer Service	3	N/A
45	Robinson Training Centre	4	3
46	Rosherville Warehouse	4	2
47	Rosherville TSG	5	4
48	Rigi North	1	1
49	Palm Springs	1	1
50	Meyerton	3	2
51	President Building	4	1
52	Sebokeng	2	2
53	Diepkloof	2	1
54	Mapetla	1	1
55	Zola	1	1
56	Klipspruit	2	2
57	Princess CNC	1	1
58	Princess MEW	1	1
59	Protea Glen House no 4 Princess	1	1
60	Rosherville Fleet unit 7	1	N/A
	Total	87	43

Employer's requirements for the *service*

The Contractor shall provide all cleaning chemicals, materials and equipment.

1. CLEANING SERVICES

General cleaning services will be in the following areas

- Offices,
- Passageways,
- Toilets,
- Reception Areas,
- Outside Cleaning Areas,
- Auditoriums,
- Office Blocks
- Ablution Blocks
- Kitchens
- Boardrooms
- Dining areas
- Canteen areas
- Conference centers
- Training centers
- Smoking Rooms
- Customer Service Centers
- Staircases
- Clinics – First aid rooms
- Lifts
- Warehouses/ storage facilities
- Guard houses
- Bathrooms and associated areas

The cleaning service will further include:

- Deep Cleaning - as and when required
- Cleaning of high windows
- Domestic Waste Management etc.

The supplier shall provide all cleaning chemicals, materials and equipment.

2. HORTICULTURE/ GARDENING SERVICES

The provision of gardening services for Gauteng Cluster will be as follows on an as and when required basis:

GRASS AREAS

All established garden lawns to be mowed, grass edges are to be trimmed, fertilized, top dressing and cuttings raked every week (September-April) and fortnightly (May-August)

FLOWER BED AREAS

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

PAVED AREAS

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

BANK AREAS

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

WATERING

Sufficient hoses are to be supplied for hand watering and sprinkling of flower bed areas on a rotational basis. Free access to Eskom water point will be available.

REFUSE REMOVAL

All garden cuttings and refuse is to be stacked in an appropriate holding are, then removed from site on a weekly basis.

CUTTING HEIGHT

Brush Cutters Not less than 50mm Not more than 100mm
Push mowers Not less than 20mm Not more than 40mm

SAFETY

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

TRIMMING

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

REMOVAL OF CUTTINGS

The contractor is responsible to provide grass bin bags, store cut grass, e removal of grass and dispose offsite.

3. HYGIENE SERVICES

Provision and maintenance of Hygiene equipment monthly, including supplying and installing consumables for various offices within Gauteng Cluster.

The following equipment is required, and it will be rented from the supplier.

Toilet Paper (Dispenser/Holder)
- Durable /strong
- Toilet paper must be SABS tested and approved double ply tissue must be provided.

Wall mounted bin
- Durable/strong

Paper Towels (Dispenser)
- Durable/Strong
- Absorbent and comfortable virgin pulp paper
- Hygienic touch free operation and only used once (eliminating cross contamination)
- Easy to reload

Soap Refills (Dispenser)
- Durable, Modern design
- Leak proof pump mechanism
- Easy to use and refill cartridge (750 ml)
- Touch free model to eliminate cross bacterial contamination

Urinal /Bowl Sanitising System
- 24 hour effective and economical elimination of odours at source
- Drip feed – works even when toilet/urinary is not flushed
- Breaks down uric acid build up in traps and pipes
- Frequency Service – Monthly

Toilet Seat Wipes Dispenser
- Alcohol based – quick drying toilet seat wipes ensuring hygienic use
- Durable, Modern design
- SABS tested 99.9% kill of known bacteria
- Frequency of service – monthly

Air fresheners
- Timer operated, adjustable spray settings
- Day and night sensor
- Frequency of service – monthly

Sanitary Hygiene Bin
- Plastic lined
- Hands Free (pedal) operated
- SABS tested “sani soc” bactericide
- Operates from the top-down even if bin is full
- Frequency of service – every seven (7) days or fourteen (14) days as required and removed off site same day

Anti-Bacterial Waterless Sanitizer Dispenser
- Alcohol based, quick drying waterless sanitiser

- SABS tested 99.9% kill of known bacteria
- Frequency of service – monthly

HYGIENE CONSUMBLES

HYGIENE CONSUMABLES
Toilet Paper 48 rolls (2 ply)
Paper Towels (Per roll) 1 Ply
Foam/liquid soap refill
Urinal odorite disc
Purified bottled water refill
Air Freshener refill and Seat Sanitizer refill
Toilet brushes

RENTAL HYGIENE ITEMS

	LIST OF HYGIENE RENTALS	QUANTITY
1.1	Paper Towel Dispenser	1
1.2	Paper Towel Wall Bin	1
1.3	TR3 Toilet Roll Holder	1
1.4	Liquid/Foam Soap Dispenser	1
1.5	SHE/Sanitary Hygiene Bin (7 Day Service)	1
1.6	Water cooler dispenser	1
1.7	Auto Sanor	1
1.8	Seat sanitizer Dispenser	1
1.9	Air Freshener Dispenser	1

Technical Evaluation Criteria and scope Cle

The embedded document contains the Employer's specification

The Contractor is required to be affiliated with the following professional statutory bodies:

(a) National Contract Cleaners Association (NCCA) or

(b) BEECA Cleaning Association

The Service Manager can at any time request the Contractor to provide proof that they are affiliated with the above-mentioned professional cleaning bodies. Failure to provide proof constitutes substantial failure on the part of the Contractor to comply with his obligations under this contract and penalties will be implemented.

Interpretation and terminology

Not applicable

Management strategy and start up.

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

The Contractor shall ensure that the service is supervised at all times. Wherein the Director of the Contractor is not directly managing the works, the Director is expected to visit the site twice a month and complete an inspection form which will include recommendation on the improvement of the provision of service. The Service Manager reserves the right to request the aforementioned copied of inspection.

Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	As required	Eskom Offices	*Employer*, *Contractor*
Overall contract progress and feedback	Monthly	Eskom Offices	*Employer*, *Contractor*

Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and 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.

Contractor's management, supervision and key people

The Contractor keeps up to date organogram on site showing his people and their lines of authority / communication.

Attendance Registers:

- The Contractor keeps a daily attendance register, which must be signed off by the Contractor on monthly basis and filed for audit purposes.

Annual\Sick\Maternity\Family responsibility leave:

- When a staff member is off sick or on leave, Contractor must arrange for reliever ONLY on sites where is one cleaner per site and on leave more than three days, which will be paid by the Contractor and not the employee who is on leave.
- Payment for the reliever will be for the Contractor and not the employee who is on leave.

Absence:

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

Employee Salaries:

- Salaries of all the contractor staff must be in their bank accounts on the last working day of the month. Non-compliance will be considered as breach of contract.
- Bonuses of all contractor staff must be in their bank accounts on 20 December of each year. Non-compliance will be considered as breach of contract.

- Salaries and bonuses paid to the workers must be in accordance with the minimum prescribed wages as per the Labour Relations Act.
- Payslips for each employee is compulsory, and it must be according to the labour law standards.

Job Output:

- Every worker must have a job output describing in detail all duties to be performed by that person every day. The working hours, coffee/tea breaks, etc. must also be included in this job output.
- The Contractor staff may not do any private jobs for Eskom employees, such as washing cars, doing shopping, acting as messengers, etc. during working hours. A Non-Conformance will be issued to the contractor if employee does not adhere to the above.
- No alcohol, firearms, knifes and other life-threatening objects are allowed on the Eskom premises.

Contractor's Responsibility:

- In the execution of his duties, it is expected of the supplier to comply with Eskom Distribution Standard entitles Occupational Health Contractors Reference ESKASAAP4 (Rev1) (copy available on request).
- The Contractor must comply with the Occupational Health and Safety Act and Compensation of Occupational Injuries and Safety Act and Compensation of occupational Injuries and Diseases Act.
- The prices quoted by the Contractor will be revised each year according to the Option X1.
- All the supplier's employees must be registered for UIF, Provident Fund and Workman's Compensation.
- Induction is compulsory and will be done yearly by Eskom, but the Contractor will be liable for transport to the venue.
- Yearly medicals are compulsory, and proof must be handed in.

Uniforms and Protective Clothing

- The contractor will supply all his staff with clothing of uniform colour and styles, clearly marked with the Company's name:
- The Contractor must provide 2 sets of 2-piece overalls each year.
- The Contractor must provide two pairs of safety shoes- Steel tip, close top SABS approved with rubber sole- NO SLIP-ON'S each year.
- The Contractor must provide two jerseys and two dry mac's for rainy and winter seasons.
- It is the Contractor's responsibility to maintain the clothing in a neat, tidy and clean condition at all times.
- All uniforms are to be replaced as and when necessary. This does not mean only at the beginning of each financial year.
- All machine operators will be equipped with safety helmets, eye and ear protectors and safety boots.
- The Contractor shall ensure that all staff members are wearing the correct uniform at all times whilst on site.
- Head gear/hats will be standardized and shall be considered part of the staff member uniform. However, hats are not required to be worn at all times.

All the above must be in the correct sizes to fit the employee. Employees will not be allowed on Eskom premises without the correct PPE.

Provision of bonds and guarantees

Not applicable

Documentation control

All contractual Documentation must have relevant contract number and Purchase Order Number as reference as per Eskom Holdings SOC Limited Standards. Contractual communications will be in the form of properly compiled letters, letters attached to emails, emails, NEC3 template and urgent contractor meetings can be in the form of sms. The use of sms's, emails does not override the use of applicable and relevant NEC3 standard templates, forms and Eskom Holdings SOC Limited procedures.

Invoicing and payment

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

The *Contractor* shall address the tax invoice to Eskom Holdings SOC Ltd and include on each invoice the following information:

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

Procedures for invoice submission and payment (Electronic Payment Instructions)

General Information	**X**
- No Pro-forma Invoice	
- Check Vendor number against the Address and name on Tax invoice	
- Insert the Vendor number on Tax invoice (Top right-hand corner)	
- Bank details must be on the invoice or on a attach sheet, but it does not require a bank stamp just a letter)	
- Check banking details on invoice against SAP system. If more than one banking account check bank account against banking details on invoice. If banking details not on invoice, write the bank code next to the vendor account (bank code 0002)	
- Check Vendor VAT number against the vendor master. (FK03) If VAT number not on master records, prepare a list and forward to Vendor Management to check and update the vendor master records	
- No fax copies of Tax invoices allowed	
- No copies of Tax invoices allowed unless originally printed by the Vendor if a photocopy tax invoice, it must be an original "certified copy" (i.e., not a copy of a "certified copy" invoice) from the vendor and check in system if not previously be paid. Put stamp "not previously paid" on invoice and sign.	
- Ensure that date received stamp is clear on invoice	
- Stamp all Invoices with the Vat stamp, complete and sign (only when VAT is applicable)	
- The stamp should not be stamped over any written information	
- When scanning invoice, check the quality before linking in SAP (inboxes)	
With Reference Invoices	**X**
- Goods receipt must be done (payment with reference)	
- Ensure that the SAP purchase order number is clear and correct on the invoice	
- GR number to be written on the Invoices	
- If multiple lines on invoice write the line number of the order against the line to ensure that the processors match the correct lines (to ensure that 191100 is matched correctly)	

If there is Cost Price Adjustment (CPA) on your invoice we recommend that you issue a separate invoice for CPA so that if there are any issues on the CPA the rest of the invoice can be paid while resolving the CPA issues.

Contract change management

No additional requirement to than what has already been specified.

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

For Compensation Events the Contractor keeps provide a copy of the invoice/quotation to the Employer.

Insurance provided by the *Employer*

As stated in the General ACAR Confirmation Insurance.

1. Eskom Group Confirmation of Insura

Training workshops and technology transfer

The Contractor provides his employees with relevant training for them to execute the Service in accordance with the contract.

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

Not applicable

Management of work done by Task Order

The Contractor will supply the service on an "as and when required basis", as per scope by the Employer. A task order will be issued to the Contractor to execute the service.

The response time will be three (3) days when the task order has been issued to the Contractor.

Health and safety, the environment and quality assurance

Health and safety risk management

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

SHE specification for general services contr

240-77471969 Annexure C 2.pdf

The embedded documents contain the Employer's specification.

Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in Eskom's SHEQ Policy 32-727 and requirements stated in the below document, Unique Identifier: 240-DX-GP-003T Rev 01

Environmental spec Clean garden Hygene

The embedded documents contain the Employer's specification.

Quality assurance requirements

The Contractor shall comply with the Supplier Quality Management Specification, 240-105658000 Rev 3 and Quality Requirements for ISO 9001 Standard.

240-68099512 (Rev 9) Form A Tender & Cor7)_List of Tender Retu

240-12248652 (Rev

The embedded documents contain the Employer's specification.

Procurement

People

Minimum requirements of people employed

Refer to the SDL&I requirements contained in the tender document.

BBBEE and preferencing scheme

The Contractor shall comply with all the stipulated minimum Broad Based Black Economic Empowerment (B-BBEE) status level of contributor in accordance with Eskom's B-BBEE policy.

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. The Employer reserve the right to terminate the contract if the Contractor status change to.

Supplier Development, Localisation and Industrialisation (SDL&I) Undertaking

The Contractor complies with and fulfils the Contractor's obligations in respect of the SDL&I in accordance with and as provided for in the Contractor's SDL&I Compliance Schedule.

The Contractor shall keep accurate records and provide the Employer with reports on the Contractor's actual delivery against the above stated SDL&I criteria.

The Contractor's failure to comply with his SDL&I obligations constitutes substantial failure on the part of the Contractor to comply with his obligations under this contract.

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1. **Transformation – BBBEE Improvement or Retention Plan**

Transformation remains an area of focus, where Eskom continuously strives to align itself with national transformation imperatives to unlock growth, drive industrialization, create employment and contribute to skills development. Eskom encourages its suppliers to constantly strive to improve their B-BBEE rating. Whereas Contractor/s will be allocated points in terms of a preference point system based on specific goals, Eskom also requests that Contractor/s submits their B-BBEE improvement or retention plan within 30 days of signing the contract.

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

Contractor/s with a B-BBEE recognition status of Level 5 to Level 8 or non-compliant at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of Level 4 by the end of the first year of the contract and thereafter improve at least one B-BBEE Level higher of each year from the second year of the contract.
Contractor/s are requested to submit their B-BBEE Improvement Plan as an essential document within 28 days of signing the contract and to submit the following documents as a condition for contract award:

- Proof of ownership/ shareholding (preferably CIPC documentation) inclusive of shareholding breakdown
- Certified ID copies of shareholder(s)
- Proof of Disability (where applicable)

NB: A valid B-BBEE certificate or Sworn Affidavit is a condition for contract award, if your company's annual Total Revenue is R10 Million or less you qualify as an Exempted Micro Enterprise therefore you can submit Sworn Affidavit. If your annual Total Revenue is R50 Million or less, you qualify as Qualifying Small

Enterprise and must comply with all of the elements of QSE score card relevant to your sector unless an entity is at least 51% Black owned you are required to obtain a Sworn affidavit. If your Annual Total Revenue is above R50m you need to submit a Valid B-BBEE certificate.

2. Mandatory Subcontracting as condition of award

Where feasible, subcontracting is mandatory on contracts above R30 million and is a condition for contract award. Tenderers shall subcontract a minimum of 30% of the contract value to the following designated groups:

a) Must apply subcontracting to previously designated groups
b) Must advertise the tender with a specific condition for contract award that the successful tenderer must subcontract a minimum of 30% f the value of the contract to an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships

NOTE 1: Tenderers shall submit the following mandatory returnable for Subcontracting within 28 days of contract award:

- Subcontracting agreement signed by both with subcontractors' company registration documents (CK and B-BBEE certificate or sworn affidavit) or
- Copies of sub-contracting contracts (agreements) or copies of letters from the tenderer to the sub-contractors, stating the intent to sub-contract. The Tenderer should sign both documents and the Sub-contractor(s) earmarked.

The contractor will propose the potential scope to be subcontracted or outsourced at tender closing date.

3. Local Procurement Content

"Local Procurement Content" refers to value added in South Africa by South African resources. Where a single contract involves a combination of local and imported goods and/or services, the tender response must be separated into its components as per the Price Schedule included with the tender documents. Local procurement content is total spending minus the imported component. Maintenance and support constitute the local procurement spend by Eskom.

Tenderers are required to submit their proposals in the table below.

Product Description	**DTI Threshold**
Cleaning, Gardening and Hygiene Contract Services	100%
PPE	100%

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

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

5. Skills development

Tenderers are required to submit proposals on a table below for developing the skills of unemployed candidates in the country. Train one (1) candidate for every R2m spend by Eskom.

Skills development is intended to address Eskom's core, scarce and critical skills and the Mict. SETA scarce and critical skills. These skills are also included in a 2020 list of occupations in high demand as stipulated in the Government Gazette 43937. Candidates shall be from all provinces in the country, and their composition shall be representative of the population demographics of South Africa

Eskom Target	Entry Requirement	Exit Requirement	Tenderer proposal
Horticulture/Landscaping course	1x Graduate/undergraduate (3 years Bursary)	Successful completion Diploma	
Learnership for successful candidates	1 x R2m spend by Eskom	Successful completion Diploma	
Safety Officer x1		Successful completion Diploma	

1. Completion certificate to be issued at the end of the project
2. Compile a training program
3. Submit a signed contract with the selected candidates

NOTE 1: An estimated 0.25% of the tender value is expected to be committed on skills development

NOTE 2: For each of the above training we require:

- 1 candidate (for either of the training courses above) for every R2 Million worth of accumulated purchase orders that has been allocated to the contractor.

The process of developing these skills shall involve the participation by Contractors directly and through their supply network. In certain cases, the SETA's accredited training providers can be approached to participate in developing critical and scarce skills.

Note: Contractors are required to take full responsibility for the total cost of developing the requisite skills, and Eskom shall not make any financial contribution towards the fulfilment of this obligation. Contractors are advised to approach their relevant SETAs to access grants and subsidies as well as South African Revenue Services for tax incentives that are earmarked for skills development initiatives.

SDL&I Retention and Performance Security

Eskom will apply a retention of 2.5% of the invoice amount for failure to meet SDL&I obligations.
As security for the fulfilment of SDL&I obligations, Eskom will apply a retention of 2.5% on every invoice amount (excluding VAT) for failure to submit SDL&I performance reports every quarter; or failure to meet the SDL&I obligations in this contract. The retained amounts shall only be released to the contractor upon:

- The Contractor will be expected to submit their performance reports on a quarterly basis towards SDL&I obligations.
- SDL&I will assess the submitted performance report against the Implementation plan then issue a compliance report.
- Should the report yield non-compliance results, Eskom will retain the 2.5%.
- Should the compliance results be positive, Eskom will release the retained funds to the Contractor.

Reporting and Monitoring

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

The *Contractor*'s failure to comply with his Supplier Development, Localisation and Industrialisation (SDL&I) obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

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

Not applicable

Correction of defects

Not applicable

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

Not applicable

Tests and inspections before delivery

Not applicable

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

Not applicable

Cataloguing requirements by the *Contractor*

Not applicable

Working on the Affected Property

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

The Project Manager shall issue site entry, security control, permits and site regulations to the contractor.

People restrictions, hours of work, conduct and records

Restrictions and hours of work may apply on some Sites. It is very important that the Contractor keeps records of his people on Site, including those of his Subcontractors which the Project Manager or Supervisor have access to at any time. These records may be needed when assessing compensation events.

Health and safety facilities on the Affected Property

Section 3 titled "The Health and safety, the environment and quality assurance" under the Employer's Service Information deals with contractual H & S requirements.

Environmental controls, fauna & flora

Section 3 as referred above deals with general environmental requirements.

Cooperating with and obtaining acceptance of Others

The Service Manager will be responsible with Cooperating with and obtaining acceptance of Others

Records of *Contractor*'s Equipment

The contractor shall keep all records of Equipment on Site including whether it is hired or owned

Equipment provided by the *Employer*

No equipment to be provided by the Employer.

Site services and facilities

Provided by the *Employer*

The Employer will provide water, electricity, and ablutions to the Contractor.

Provided by the *Contractor*

The contractor shall provide facilities required for to execute the work.

Control of noise, dust, water and waste

Refer to description of Employer's requirements for the service

Hook ups to existing works

Refer to description of Employer's requirements for the service

Tests and inspections

Description of tests and inspections

Refer to description of Employer's requirements for the service

Materials facilities and samples for tests and inspections

Refer to description of Employer's requirements for the service

List of drawings

Drawings issued by the *Employer*

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

Drawing number	Revision	Title