



NEC3 Term Service Contract (TSC3)

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

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

for **CLEANING AND GARDENING SERVICES AT BOUNDARY AND LUCKHOFF SUBSTATIONS IN THE BLOEMFONTEIN AREA FORMING PART OF THE SOUTHERN GRID, FREE STATE FOR 36 MONTHS**

Contents:	No of pages
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CONTRACT No.

ESKOM HOLDINGS SOC Ltd

CONTRACT NUMBER _____

CLEANING AND GARDENING SERVICES AT BOUNDARY AND LUCKHOFF SUBSTATIONS IN THE BLOEMFONTEIN AREA FORMING PART OF THE SOUTHERN GRID, FREE STATE FOR 36 MONTHS

PART C1: AGREEMENTS & CONTRACT DATA

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

C1.1 Form of Offer & Acceptance

Offer

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

CLEANING AND GARDENING SERVICES AT BOUNDARY, AND LUCKHOFF SUBSTATIONS IN THE BLOEMFONTEIN AREA FORMING PART OF THE SOUTHERN GRID, FREE STATE FOR 36 MONTHS

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.

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

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

Signature(s)

Name(s)

Capacity

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

ESKOM

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

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

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

(Insert name and address of organisation)

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 <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X13: Performance Bond
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1	The <i>Service Manager</i> is (name):	Pranesh Sewkumar
	Address	120 Henry Street, Bloemfontein 9301
	Tel	051 404 5084
	Fax	086 662 6858
	e-mail	SewkumP@eskom.co.za

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

11.2(2)	The Affected Property is	Boundary Substation	Luckhoff Substations
11.2(13)	The <i>service</i> is	CLEANING AND GARDENING SERVICES AT BOUNDARY AND LUCKHOFF SUBSTATIONS IN THE BLOEMFONTEIN AREA FORMING PART OF THE SOUTHERN GRID, FREE STATE FOR 36 MONTHS	
11.2(14)	The following matters will be included in the Risk Register	Theft Damage to Property Personal Safety	
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	2 Weeks	
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data	
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2 weeks of the Contract Date	
3	Time		
30.1	The <i>starting date</i> is.		
30.1	The <i>service period</i> is	36 months	
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data	
5	Payment		
50.1	The <i>assessment interval</i> is	25th day of each successive month.	
51.1	The <i>currency of this contract</i> is the	South African Rand	
51.2	The period within which payments are made is	14 days after invoice submission	
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose	

		<p>appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption “Money Rates” in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	<p>1. Supplier failing to provide Reliable and Safe Transport to ensure services are rendered.</p> <p>2. Supplier not providing PPE including Covid-19 for each activity</p> <p>3. Damage to equipment or property due to negligence when utilising the Equipment’s and materials provided</p>
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	as stated for “Format TSC3” available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance).
83.1	The <i>Employer</i> provides these additional insurances	as stated for “Format TSC3” available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance)
83.1	The <i>Contractor</i> provides these additional insurances:	[•]

83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on <i>http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</i>
83.1	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	The value of the damage
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)..
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	4 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration

W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Gauteng, 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 <i>base date</i> for indices is	[•].	
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for
		0.	[•]
		0.	[•]
		0.	[•]
		0.	[•]
		0.	[•]
		[•]	non-adjustable
		1.00	
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.	
X13	Performance bond		
X13.1	The amount of the performance bond is	R [•]	
X17	Low service damages		
X17.1	The <i>service level table</i> is in	[•]	
X18	Limitation of liability		
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)	
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx	

X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<p>The greater of</p> <ul style="list-style-type: none"> • the total of the Prices at the Contract Date and • the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works / maintenance policies available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	[•] months after the end of the <i>service period</i> .
Z	The <i>additional conditions of contract</i> are	Z1 to Z11 always apply.

Z1	Cession delegation and assignment	
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .	
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> 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	
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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.

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.

Annexure A: Insurance provided by the Employer

These notes are provided as guidance to tendering contractors and the Contractor about the insurance provided by the Employer. The Contractor must obtain its own advice. Details of the insurance itself are available from the internet web link given below.

1. Services provided in a TSC3 contract could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the *Employer's* "works" type policy which may be in place for the *Employer's* portion of the Affected Property concerned or against the *Employer's* assets policy which may be in place for the *Employer's* portion of the Affected Property concerned, or both.
2. The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the Affected Property and the nature of the insurable event.
3. The *Contractor* is required in terms of Contract Data for clause 83 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from his own resources on a 'self insured' basis or obtained by him from his own insurers. In order to assess the extent of this cover, tendering contractors and their brokers should consult the internet web link given below and scroll to '**Format TSC3**' to establish both the cover and the deductibles in relation to the *service* provided in terms of this contract.
4. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 83.2. In terms of clause 83.1 "the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
5. If Marine Insurance is required the *Contractor* needs to obtain a copy of the latest edition of Eskom's Marine Policies Procedures found at internet website given below.
6. Further information and full details of all Eskom provided policies and procedures may be obtained from:

[http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_
From_1_April_2014_To_31_March_2015.aspx](http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx)

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 in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the 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:	

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

Qualifications:

Experience:

CV's (and further key person's data including CVs) are in _____ .

A	Priced contract with price list
11.2(12)	The <i>price list</i> is in _____
11.2(19)	The tendered total of the Prices is R _____
C	Target contract with price list
11.2(12)	The <i>price list</i> is in _____
11.2(20)	The tendered total of the Prices is R _____
E	Cost reimbursable contract
11.2(12)	The <i>price list</i> is in _____

PART 2: PRICING DATA

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

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

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

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

Format of the *price list*

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

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

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

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

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

C2.2 the price list

Part 1

EXPENSES AS LEGISLATED BY THE DEPARTMENT OF LABOUR					
	REFER TO THE DESCRIPTION OF THE SERVICE: BLOEMFONTEIN CLN INCLUDING THE LISTED SITES IN THAT CLN AREA	PRICE LISTING			
	SUBMIT RATES FOR ONE EMPLOYEE ONLY, EXCEPT AT SECTION E				
		RATE	DAILY (8 HOURS)	MONTHLY	12 MONTHS
A	SALARIES PER EMPLOYEE				
1	MONTHLY SALARY ()/HOUR X 40HOURS X 4.33 DAYS)				
2	PROVISION FOR ANNUAL BONUS (____)(RATE X40HOURSX4)				
3	UIF (MONTHLY WAGE RATE X 1%) COPY FOR EMPLOYER				
4	COID (MONTHLY WAGE RATE X 5%)				
5	PROVIDENT FUND (MONTHLY WAGE RATE X 8%)				
6	PROVISION FOR LEAVE (____) 8HRX 15)/ 12				
7	ABSENT/ SICK DAYS/ MATERNITY LEAVE/ FAMILY RESPONSIBILITY LEAVE (MONTHLY WAGE RATE X 7%)				
8	FAMILY MEDICAL CRISIS PLAN (MONTHLY WAGE RATE X 3%)				
B	TOTAL SALARIES (1-8)1 EMPLOYEE				
C	SAFETY				
9	PROTECTIVE CLOTHING (PER EMPLOYEE)				
OVERHEADS (PER MONTH)					
10	EQUIPMENT				
11	ADMINISTRATION FEES				
12	PROTECTIVE CLOTHING				
14	TRANSPORT COSTS	LUMP SUM			
17	SAFETY COSTS (FIRST AID KIT)				
18	CLEANING MATERIALS (TO SUPPLY ALL AS LISTED)				
TOTAL OVERHEADS (10-18)					
D	TOTAL COST PER MONTH PER ONE EMPLOYEE				
	A (TOTAL SALARY)+B (PROTECTIVE CLOTHING) X NUMBER OF EMPLOYEES + C (OVERHEAD PER MONTH)				

E	TOTAL COST PER YEAR FOR ALL EMPLOYEES				
	D(TOTAL COST PER MONTH X12) X NR OF STAFF FOR 12 MONTH PERIOD				
F	TOTAL PROFIT PER MONTH				

Part 1 (b)

Total of the Prices for Part 1

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER'S SERVICE INFORMATION

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Otherwise insert list of contents manually.

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1 Description of the service

1.1 Executive overview

Buildings where Cleaning and Gardening services are required are as follows:

- Transmission Bloemfontein CLN Southern Grid

Geographical Area	Substation Name
Kimberly	Boundary Substation
Luckhoff	Luckhoff Substation

1.2 Employer's requirements for the service

To provide people to perform the duties of:

- Cleaners who is capable to perform domestic cleaning services and
- Gardeners who is capable to perform gardening services.

These people will be responsible for the gardening and cleaning services at the identified substation and will report to the substation as list below in table 1.

These people must be based in the area of the respective substation of responsibility as per table 1 below and must be at the substation as per indicated in table 1 below **by means of own transport**. The working hours are from 07:30 to 16:00 with 30 minutes lunch for 5 days per week.

These people will report to the engineering assistant at the substation who will set out the duties for the period of service.

All cleaning and gardening material as well as required equipment will be supplied by Eskom.

1.3 Detailed description of the service

1.3.1 Office Cleaning Services

The *Contractor* shall provide cleaning services on a frequency basis, and in exceptional circumstances as requested by the Employer on an adhoc basis, which include, but not limited to the following areas:

- Boardrooms
- Offices
- Control rooms
- Pause Areas
- Ablution Areas
- Kitchens
- Passageways
- Reception Areas
- Courtyards
- Store rooms

- Domestic Waste Management

1.3.3 General Cleaning

A daily cleaning service must be rendered

1.3.3.1 FLOORS

Vacuum cleaners, mops, etc. must be used

- All Carpeted areas must be vacuumed **daily**.
- All non-carpeted areas must be washed/mopped **daily** and scrubbed **once a week**.
- Spot cleaning of carpets must be done when necessary.

1.3.3.2 FURNITURE/UPHOLSTERED CHAIRS AND COUCHES, AND EQUIPMENT (DAILY)

- All furniture, pictures, top of office dividers, etc. to be dusted and polished.
- Telephones to be cleaned with a disinfectant (wet cloth)
- TV's and Computer equipment to be dusted with a feather duster or dry cloth.
- Upholstery of fabric chairs and couches to be vacuumed **once a week**.
- Couches and chairs upholstered with leather, to be properly cleaned with a soft cloth (**daily**) and to be treated with applicable leather cream, **once a month**.
- Clean all internal glass (e.g. booths) and all gaming machines, including front panels, sides and top
- Wet-wipe all skirting boards **once a week**
- Wet-wipe and polish all high-level shelves, bric-a-brac and books **once a week**
- Wet-wipe window ledges **daily**

1.3.3.3 WALLS, ROOMS & OFFICE DOORS, DOOR HANDLES AND HAND RAILS

- Walls to be spot cleaned up to reach height - **daily**. (Not allowed to use chairs or ladders without FAS)
- Window sills to be cleaned with a wet cloth - **daily**. (Daily check list)
- Skirting, including power skirting, to be cleaned and disinfected (wet cloth to be used) – **once a week**. (Register – Supervisor)
- Office Doors to be cleaned with disinfectant (Marks to be removed) - **daily**. (Daily check list)

- All door handles to be cleaned with disinfectant - daily. (Daily check list)
- All door handles to be polished – **once a week.** (Register – Supervisor)

1.3.3.4 WASTE PAPER BINS (DAILY)

All waste paper bins to be emptied and washed with disinfectant – **twice a day** – to be fitted with plastic bags (hygiene) – (Daily check list)

- Refuse bags with refuse, empty boxes, etc. to be removed to refuse area and stacked in a tidy orderly manner. – **twice a day.**

1.3.3.5 WASTE DISPOSAL

- Empty and sanitize bins.
- Remove rubbish to waste area located outside the building next to the volleyball court, and place inside the waste bin provided by Eskom.

1.3.3.6 SPOT CLEANING

- Check all Ablution facilities **two times a day** and replenish toilet paper, liquid hand soap, toilet wipes and hand paper towels. (Daily check list)
- Toilet bowls and hand wash basins to be spot cleaned **two times a day.** (Daily check list)
- Reception area to be properly cleaned (Furniture, floor, and counter) – **twice a day** (Daily check list)
- Emergency exits – to be cleaned daily. Areas are to be kept free from obstacles – **twice a day** (Daily check list)

1.3.3.7 PAUSE AREA SERVICES

- All containers (Tea, Coffee, sugar and Milk) are to be kept filled with ingredients. **3x times daily**
- Wash crockery & cutlery during the day and after lunches and clean and tidy the kitchen. (Kitchens to be tidied at all times)
- Responsible for ingredients and crockery issued to them.
- Kitchens and equipment to be kept clean and neat **at all times** - (Daily check list - morning and afternoon)
- Kitchen cupboards to be emptied and properly cleaned/washed and tidied – **once a week.**
- Fridges to be wiped – **daily** properly cleaned with disinfectant – **weekly** and defrosted –**once a month.**
- Microwave ovens to be properly cleaned - **daily**

- All wash cloths and towels to be kept clean and hygienic at all times – **daily**
- Bins – empty bins regularly (**3 to 4 times a day**) and replace refuse bags (as needed)

1.3.3.8 ENTRANCES

- Tiles and stairs to be swept and washed on a daily basis (Register – Supervisor)
- Areas to be spot checked and tidied – **3 times per day** (Mondays to Fridays)
- Main entrance windows and doors to be washed **daily** up to reaching height – **3 times per week (early Morning)**

1.3.3.9 WINDOWS AND WALLS AT REACH (2m and below)

- Walls, mirrors, doors and windows will be kept clean at all times as part of the cleaning duties.

1.3.3.11 ABLUTION FACILITY

- Toilet bowl to be cleaned and scrubbed with disinfectant **daily** (Daily check list)
- Hand wash basin to be cleaned and washed with a disinfectant **daily** and spot cleaned **once a day**. (Daily check list)
- Taps and fittings, basin outflow (drain) to be washed and disinfected **once daily**, steel wool to be used to clear all alkaline deposits (Daily check list).
- Cloak room floors to be washed with disinfectant (no polish to be used) **daily**. (Daily check list)
- Cloak room floors to be stripped – **once a month**. (Register – Supervisor)
- Walls to be spot cleaned with disinfectant – **daily**. (Daily check list)
- Walls to have complete wash with disinfectant – **once a week**. (Register – Supervisor)
- Doors to be disinfected and markings to be removed, door handles to be polished **3x per week** (Register – Supervisor)
- Shower to be cleaned and scrubbed with disinfectant **once a week**.

Toilet bowls - Descale and disinfect all surfaces and underneath flush rims. Chemically remove deposits from inside soiled pipes.

1.3.4 INCIDENTAL CLEANING

All accidental and unforeseen occurrences to be attended to immediately.

1.3.5 WINDOW CLEANING, CARPET STEAMING AND HIGH LEVEL CLEANING

The Provision of;

- External Windows – quarterly (4 times a year)
- Internal Windows – monthly
- Carpet Steam Cleaning – once a year Quick dry machines to be used, done on preferably on Saturdays, not during Working Hours unless arranged with Site Supervisor.
- Upholstery Cleaning – as and when required

1.3.6 CLEANING SERVICES TO REST ROOMS INCLUDES:

1.3.6.1 Toilets

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

1.3.6.2 Urinals

- Descale and remove algae, bacteria and uric encrustations from the unit of fitment
- Remove trap where possible and clean/disinfect and clear away all waste around and inside the trap
- Clean and disinfect both internal and external surfaces of the unit

1.3.6.3 Hand Basins, Showers, Baths and Sinks

- Remove all scale deposits and algae from surfaces
- Clean and disinfect both internal and external surfaces of the fitments
- Clear overflows and waste pipes of accumulated waste deposits
- Clear and disinfect all taps, plugs, chains, outlets, channels and gullies

Contractor to stipulate cleaning process and also note that only SANS approved cleaning materials can be used. Site Supervisors to be contacted well in advance so that site access can be arranged. The contractor is also required to formulate, implement and maintain a Safety Plan.

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

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

There will be no obligation on the Employer to oppose any proceedings resulting from such an alleged liability, but this does not detract from the Suppliers responsibilities in terms of this clause.

1.4 Cleaning Schedule includes but not limited to the following:

Offices/ Conference Venues/Accommodation Rooms/Data Centres/Pause Areas Etc.	
All waste paper bins to be emptied and washed with disinfectant	Daily
Dusting	Daily
Cob/Spider webs	Weekly
Computer Screens	Daily
Switches	Daily
Phones	Daily
Keyboards	Daily
Electrical Outlet	Weekly
Floor	Daily
Kitchen Trash	3 x Daily
Walls spot cleaned with disinfectant	Monthly
Curtains Vacuum	Monthly
Window Blinds	Monthly
Doors to be disinfected and markings to be removed	Weekly
Carpeted areas must be vacuumed	Daily
Upholstery of fabric chairs and couches to be vacuumed	Weekly
Couches and chairs upholstered with leather, to be cleaned	Weekly
Skirting, including power skirting, to be cleaned and disinfected	Weekly
All door handles to be cleaned with disinfectant	Daily
Building Internal	
Main entrance windows and doors to be washed	Daily

Carpeted areas must be vacuumed	Daily
Non-carpeted areas must be washed/mopped	Daily
Skirting, including power skirting, to be cleaned and disinfected	Weekly
All door handles to be cleaned with disinfectant	Weekly
All waste paper bins to be washed with disinfectant	Daily
Reception area to be properly cleaned	Once a day
Bathrooms	
Trash bags	Daily
Toilet bowls and hand wash basins to be spot cleaned	3 times a day
Counter & Sink	Daily
Mirrors	Daily
Trash bins	Daily
Floor scrub	Daily
Toilet Paper	Monday
Hand Soap Refilled	Daily
Toilet seat wipes	Daily
Taps and fittings, basin outflow	Daily
Kitchen Cleaning	
Microwave	Daily
Dishes	Daily
Refrigerator	Daily
Refrigerator Inside	Weekly
Cabinets	Weekly
Cabinets Outside	Weekly
Sink	Weekly
Countertop	Weekly

Refill hand towels paper	Daily
Refill All containers (Tea, Coffee, sugar and Milk)	Daily
Taps and fittings, basin outflow	Daily

1. HORTICULTURE

The supplier must provide the following services:

DESCRIPTION	
Aerating, Cleaning flowerbeds	DAILY
Brush Cutting	WEEKLY
Composting of Flowerbeds	DAILY
Cleaning of Storm water Drains	DAILY
Edging Intensive	WEEKLY
Edging Veldgrass	WEEKLY
Fertilising of Lawn - Intensive	AS AND WHEN REQUIRED
Lawn Mowing Intensive	WEEKLY
Moving Veldgrass	DAILY
Pruning Hedges	WEEKLY
Pick up leaves - Winter	DAILY
Pick up Litter - Daily	DAILY
Pruning - Roses, Shrubs, Trees	DAILY
Removal of Garden Rubble	DAILY
Removal of Lawn Clippings	DAILY
Removal of office refuse / Dustbins	DAILY
Spraying of weeds in Lawn - Intense	DAILY
Sweeping of carports	DAILY
Sweeping of roads	DAILY
Sweeping of walkways	DAILY
Treating Roads & Paved Area's	DAILY

Watering Garden - Hosepipes	DAILY
Watering Garden - Sprinklers	WEEKLY
Herbicide Treatment - Railway line area	WEEKLY
Herbicide Treatment - Storage Yards	WEEKLY
Herbicide Treatment – Interior Perimeter Fences	WEEKLY
Sweeping of Braai areas	DAILY
Cleaning gutters -	WEEKLY

2.1 SHE REQUIREMENTS WHEN SPRAYING WITH CHEMICALS

- Respirator
- Goggles /Face shield
- PPE- overalls and safety shoes / boots

2. Inspection checklist

- Inspection sheets to be displayed in predetermined areas (toilets).
- Supervisor to do inspections as per check list, and sign off.
- All check list and Supervisor report to be submitted each Monday for discussion and actions.

3. Uniforms

- All staff to be issued with a uniform
- All staff to be clearly identified.

4. Customer survey

Customer surveys to be done by *Contractor* every month with full feedback report, to enable Eskom to evaluate Quality of Service and Client Satisfaction. Meetings must be held monthly with Contract Manager to evaluate report and formulate action plans.

5. Working time

- Core working times is 7:30 am to 16:00pm Monday - Friday or as and when required by the Employer.

END

Table 1

Geographical Area	Substation Name	Contractors Required
Kimberly	Boundary Substation	1x Cleaner & 1 x Gardener
Luckhoff	Luckhoff Substation	From Boundary

2 THE SUPPLIER MUST SUPPLY:

2.1 NUMBER OF EMPLOYEES:

The supplier must supply the services of 02 people performing building domestic cleaning and gardening work and 01 people should be able to do both cleaning and 01 gardening – these people will be based at the substations as per allocation above. All two employees will report to Boundary substation except on the days where they are providing the service at Luckhoff.

Cleaning and gardening service should be provided once every week at Luckhoff or as and when needed by the employer. Contractor to provide transportation to Luckhoff prior arrangements to be done with the EA responsible for the s/s.

2.2 UNIFORMS

The *Supplier* must provide 2 sets of Uniforms, shoes, etc. per year for each employee for summer periods as well as 2 sets for winter periods with company logo or name.

Shoes: The supplier must provide each employee with a pair of closed shoes as per Eskom policy and legal requirements meeting the minimum PPE standards as stipulated by the latest and most current Eskom PPE standard and legal requirements. Shoes may not be used by more than one employee and should be issued employee specific and replaced when damages, wear and tear occurs.

Additional PPE required:

- 1) Dust masks for employees to wear when working with cleaning chemicals
- 2) Rubber gloves for employees to wear when cleaning toilets

The condition of all PPE must be checked and recorded monthly by the supervisor and re-issued when and where required.

All monthly checklist and compliance monitoring records must be submitted to the employer with the monthly invoice for the services provided. The employer shall sign off on the invoice and relevant compliance monitoring report, attendance registers and other documentation and submit it for record keeping and auditing purposes to the Southern Grid SHE department.

3. GENERAL

3.1 The owner/manager must pay a visit to the offices once a month. During these visits he/she must do inspections and report to relevant *Eskom* representative.

3.2 The owner / manager must be available 24 hours a day

3.3 When an employee of the *Supplier* is off sick or on leave a relief person must be appointed by the *Supplier*

3.4 Salaries of all the *Supplier's* employees must be in their accounts **on the last working day of each month and the employer must be provided with copies of pay sheets.**

Non-compliance will be considered as a breach of contract.

3.5 Salaries paid to the staff must be in accordance with the prescribed minimum wages as per the **Labour Relations Act**.

3.6 After the tender has been awarded, all staff must have a job output describing in detail all duties to be performed by each employee every day. The working hours, lunch times coffee/tea breaks etc. must also be included in this job output.

3.7 The *Supplier's* employees do not automatically have access or use of foods at meetings / courses etc.

3.8 The *Supplier's* employees may under no circumstances do any private jobs for *Eskom* employees, such as washing of cars, doing shopping, act as messengers, etc.

3.9 No alcohol will be allowed on *Eskom* premises

3.10 The *Supplier* employees may not allow any other people into the building.

3.11 Staff must have an attendance register signed off daily.

3.12 All the *Supplier's* employees must adhere to *Eskom's* Cardinal Rules.

3.13 The *Supplier* must have a meeting with the *Eskom* Rep once a month.

4 REQUIREMENTS

In order to qualify for this tender the following requirements must be met:

4.1 The *Supplier* must comply with the safety standards as per the attached safety document.

4.2 The *Supplier* must submit a list of previous and or current contracts of similar nature completed in process together with references (contact names, telephone numbers, etc.)

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		
Occupational Health and Safety Act	Act 85 of 1993	Yes
National Environmental Management Act	Act 107 of 1998	Yes
National Environmental Management : Waste Act 59 OF 2008	Act 59 of 2008	Yes
Hazardous Substances	Act 15 of 1973	Yes
Preferential Procurement Policy Framework Act		Yes
Basic Conditions of Employment Act 75/1997		Yes
Labour Relations Act 66/1995		Yes
National Road Traffic Act 93/1996		Yes
32-136: Construction Safety Health and Environment Management		
34-333: OHS Act requirements to be met by Principal Contractors employed by Eskom Distribution.		
32-93: Eskom vehicle and driver safety management procedure		
32-95: Eskom Incident / Accident management procedure		
32-421: Cardinal Rules for OHS		

DISASACA2 – Medical Surveillance		
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2 Management strategy and start up.

2.1 The Contractor's plan for the service

- The Contractor shall provide the Employer with a written monthly report for each site.
- This report should state what has been done in the previous month and what programme of work is envisaged for the following month.
- With the COVID-19 pandemic in the country, the Contractor will comply with all government regulations including Eskom's COVID-19 compliance requirements before work can commence
- The Contractor will report the total number of employees and the total man-hours spent performing this service to the Employer on a monthly basis in a format as specified by the Employer from time to time;
- The Contractor will produce Monthly Safety reporting as specified by the Employer.
- The Contractor's employees will at all times wear uniforms which are clearly marked with the Contractor's logo;
- The Contractor's employees are expected to undergo police clearance and will carry identity cards as required by Eskom's security.

2.2 Management meetings

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

Regular meetings may be convened with Contractor's supervisor for each site, with advance notification, and chaired by the Employer, as follows:

Interval	Location	Attendance by:
Adhoc / Monthly / Quarterly	Transmission Southern Grid	<i>Employer, Contractor, Agents and Others as required</i>

All meetings shall be recorded using minutes or a register prepared and circulated by the convenor of the meeting. Records of these meetings shall be submitted to the Employer by the person convening the meeting within five days of 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. Confirmation of contract communications during operational meetings will, however, be considered as formal acknowledgement of receipt of a contract communication.

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.

2.3 Contractor's management, supervision and key people

The *Contractor's* staff will ensure that they restrict their movements on the *Employee's* premises to only those areas pointed out to them during the *Employer's* Induction Training intervention.

The Contractor will keep the Employer updated regarding any changes to employees which are involved in performing the service. This include providing the Employer with a up-to-date company organogram and proof of relevant training to perform the service

- The *Contractor* shall ensure that
 - carefully selected staff (hard-working, reliable, trust-worthy) are trained accordingly to each of the specialised tasks
 - all cleaning is inspected by the trained supervisor on site
 - a trained replacement is placed for all staff absent to ensure all tasks are carried out.
 - its staff wear the access permit issued to them, whilst on the *Employer's* premises
 - its staff is at all times dressed in suitable, clean uniforms supplied by the *Contractor*. Laundry costs will be for the *Contractor's* account
 - its staff at all times are orientated to good, quality customer service and present and conduct themselves in a professional manner
 - a logbook per floor / building / area, indicating areas serviced, as well as a "Compliments/Complaints" report book, is maintained by the supervisor. All feedback from *Employer's* staff to be reported in this book. *Contractor* to act immediately, or within 1 hour of a complaint being reported
 - its staff not run personal errands (e.g. making coffee, dish-washing, collecting food, etc.) for the *Employer's* staff
 - any cleaning that involves bodily fluids (eg. Blood) is done in a safe way so as to present any risk to any staff (*Employer* or *Contractor*). This may involve additional personal protective equipment, constant supervision, etc.
 - staff working hours are set so as to meet the time-lines set for certain activities. Specific working hours can be agreed upon once contract is awarded, as requirements differ between the sites
 - its staff use the tea, smoke room and toilet facilities availed to the *Contractor* by the *Employer*
 - its staff is fully conversant in the *Employer's* official business language, English
 - Cleaning service is effective and efficient, to minimally disrupt *Employer's* staff
- The *Contractor's* staff will only be permitted on the premises with the *Employer's* security clearance.
- The *Contractor* shall be liable for damage caused by its employees to any property, fittings or equipment, moveable and immovable of the *Employer*.
- The *Contractor* shall provide staff with SANS-approved signage. No make-shift signage will be used.
- *Contractor* to post information signage "PERSON AT WORK" at entrances of ablution facilities whilst these are being cleaned. Male/Female ablution facilities shall be serviced by same-gender cleaning staff.

- The *Employer* requires at substations and depots a male general worker who is physically strong and can be used as general labour. Eskom's SHE rules will apply. The general worker will be required to undergo training in order to perform specific tasks as required.

2.4 Provision of bonds and guarantees

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

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

2.5 Documentation control

The use of standard TSC3 forms, letters, templates must be used when issuing official communication. All documentations to be sent to Ms Naomi Malatji: email MalatjMN@eskom.co.za

2.6 Invoicing and payment

In terms of core clause 50 the *Contractor* assesses the amount due and applies to the *Employer* for payment. The *Contractor* applies for payment with a tax invoice addressed to the *Employer* as follows:

The *Contractor* includes the following information on each tax invoice:

- Name and address of the *Contractor*
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- The total of
 - The Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed;
 - Where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate,
- Other amounts to be paid to the *Contractor*;
- Less amounts to be paid by or retained from the *Contractor*;
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;

Timesheets and invoicing will be done monthly, from the first working day of the following month.

The *Contractor* attaches the detail assessment of all work done for each item in the Price List to each tax invoice showing the Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed and where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

All invoices to be addressed as follows:

**Eskom Holdings SOC Limited
120 Henry Street
Bloemfontein 9301**

2.7 Contract change management

The use of standard TSC3 forms, letters, templates must be used when issuing contract change management communication

2.8 Records of Defined Cost to be kept by the Contractor

The Contractor is expected to keep Production Sheets for inspection and auditing purposes. Original Landowner Permission letters are also to be kept.

2.9 Insurance provided by the Employer

Insurance related queries:

Ellen Maduna
27 11 871 2435
MadunaEL@eskom.co.za

2.10 Training workshops and technology transfer

2.11 Design and supply of Equipment

Refer to clause 23.1

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

2.12.1 Equipment

Where Eskom purchased tools or equipment for the Contractor's use, these must be returned to Eskom.

2.12.2 Information and other things

A logbook per floor / building / area, indicating areas serviced, as well as a "Compliments/Complaints" report book, is maintained by the supervisor. All feedback from Employer's staff to be reported in this book. Contractor to act immediately, or within 1 hour of a complaint being reported. This book to be reported on monthly and handed in at the end of the service period.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The *Contractor* maintains an active accident prevention programme, and appoints a Responsible Person as required by the Occupational Health and Safety Act. The *Contractor* complies with the Construction Regulations specified under this act. The *Contractor* holds safety meetings as required by the Occupational Health and Safety Act and submits minutes to the *Service Manager* within seven days of such meetings.

The *Contractor* is to submit a risk assessment of procedures followed during all stages of construction. This is to be submitted to the Employer for assessment prior to construction. NO WORK SHALL PROCEED UNTIL THE EMPLOYER HAS REVIEWED AND ACCEPTED THE SAFETY PLAN.

The *Contractor* shall comply with the health and safety requirements contained in Annexure A (TST41-61) to this Works Information.

The Southern Grid Occupational Hygiene and Safety Manager

Zelna Alexander

120 Henry Street, Bloemfontein 9301

Tel: 051 404 2102

Cell: 0823815983

- NB: Window washing, and all other cleaning activities, where a cleaner is required to work in a fall risk position, shall be executed safely as per requirements in the Construction Regulations 2014, to ensure that work is performed safely.
- Health and Safety should be the *Contractor's* top priority when providing labour, cleaning materials and equipment
- The *Employer* reserves the right to request an alternative product should any product used by the *Contractor* have an adverse effect on staff's health and overall well-being
- To avoid cross-contamination, cleaners shall be trained according to a colour-coded microfiber cloth system; cloths shall be replaced at regular intervals.
- All cleaning materials used shall be environmentally-friendly and/or biodegradable
- The *Contractor* shall
 - Provide their staff with Personal Protective Equipment (PPE) as may be required to ensure safe and healthy task execution
 - Ensure all staff is equipped with all Personal Protective Equipment before work commences
 - Provide staff's PPE registers to the *Employer* at contract award stage (One month grace period)
 - NB: all PPE issued by *Contractor* shall conform to the Eskom standard (DST 34-1710 or any future version thereof).
- The *Contractor* and *Employer* shall be jointly responsible for ensuring cleaning staff receives site specific safety induction training
- SANS-approved products (including PPE) and standards of use must be adhered to
- Waste material produced by the *Contractor* is to be removed from the *Employer's* premises by the *Contractor* on the *service date*

3.2 Environmental constraints and management

- The Contractor shall have an understanding of Eskom's basic environmental principles and commitments.
- *Contractor* will be legally liable for any contraventions of Environmental Laws and claims arising from the activities of the *Contractor* shall be for the *Contractors* expense.
- The *Contractor* shall be responsible for all expenses incurred to ensure adherence to the Eskom Environmental requirements as stipulated in the Environmental documentation, EMP and method statements as stipulated above which includes but is not restricted to Environmental Law training courses, Hazardous Substance Management training courses, etc.
- The *Contractor* shall be responsible for all expenses incurred to ensure adherence to National Environmental legislation, Environmental Management Plans, licenses and permits.
- All temporary offices, storage and laydown areas to be adequately demarcated to ensure the safety of people and animals.
- The *Contractor* shall ensure all employees are trained in accordance with the Eskom training requirements as per document 240-83895653 Environmental Training, Awareness and Competence.
- In compliance to Eskom's SHEQ Policy (32-727), the Contractor to ensure;
 - Commitment to safety, health and environmental excellence
 - Conduct business with respect and care for people and minimise or avoid impact on the environment
 - Compliance to environmental legislation, conditions of Environmental Authorisations and requirements set out in environmental management plans
 - Acceptance that all injuries and occupational illnesses, as well as safety and environmental incidents are preventable
 - Report, respond to, investigate, close-out, and share learning from safety and environmental incidents
 - That SHEQ is an integral part of your operations and that:
 - no operating condition, or urgency of service, can justify endangering the life of anyone or cause injury or damage to the environment
 - The Contractor shall receive an Environmental Management Plan (EMP) and the Contractor must implement and manage the document – the Contractor must then use the EMP to develop his own site specific EMP.
- Eskom may, at any stage during the currency of this agreement, be entitled to;
 - do environmental audits at the *Contractor's* premises, its work-places and on its employees;
 - refuse any employee, sub-contractor or agent of the *Contractor* access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorized or qualified in terms of Environmental legislation or Eskom requirements;
 - issue the *Contractor* with a work stop order or a non-compliance should Eskom become aware of any non-compliance to working procedures or conditions with Environmental legislation and requirements.
 - No extension of time will be allowed as a result of any action taken by Eskom in terms of the above and the *Contractor shall* have no claim against Eskom as a result thereof. Furthermore, no amendments to the Act or the Regulations or reasonable amendment to Eskom's Safety and Operating Procedures will entitle the *Contractor* to claim any additional costs incurred in complying therewith from Eskom.
- The Contractor shall appoint a permanent site Environmental Officer from within the site team that will fulfil requirements as stipulated in 240-83791543. The Contractor site Environmental Officer shall be trained as per 240-83791543 and have an alternate.

The Sothern Grid Environmental Advisor:

Ziyanda Mdikane

MdikaZ@eskom.co.za

Tel: 043 709 9228

Cell: 0 83 747 8306

3.3 Quality assurance requirements

The *Contractor* implements a quality assurance system in order to ensure compliance with the specifications. In this regard the Eskom *Supervisor* may instruct the *Contractor* to perform quality inspections prior to his own inspections, or to assist in inspections.

The *Contractor* complies in full with the requirements of the supporting specifications to this document.

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

- The *Contractor* shall ensure that
 - carefully selected staff (hard-working, reliable, trust-worthy) are trained accordingly to each of the specialised tasks
 - its staff at all times are orientated to good, quality customer service and present and conduct themselves in a professional manner
 - its staff use the tea, smoke room and toilet facilities availed to the *Contractor* by the *Employer*
 - its staff is fully conversant in the *Employer's* official business language, English
 - Cleaning service is effective and efficient, to minimally disrupt *Employer's* staff
- Proof of training (not SHE-related)
 - External training should have a certificate of attendance
 - Internal training should have signed attendance registers, and such registers should be completed in full by the course presenter

4.1.2 BBBEE and preferencing scheme

In accordance with Eskom's policies.

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

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

[Insert the agreed ASGI-SA Compliance Schedule here]

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

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

4.2 Subcontracting

4.2.1 Preferred subcontractors

Only specialised services are allowed to be sub-contracted for instances involving Compensation Events.. The use of subcontractors is at the discretion of Service Manager.

4.2.2 Subcontract documentation, and assessment of subcontract tenders

In the event of a Compensation Event, the Contractor will identify the subcontractor to be used. The subcontractor will comply with all Eskom SHEQ requirements which must be evaluated and accepted. Safe Work Procedures must be submitted, evaluated and accepted before work can commence.

4.2.3 Limitations on subcontracting

Subcontracting is limited to Compensation Events only

4.2.4 Attendance on subcontractors

None

4.3 Plant and Materials

4.3.1 Specifications

Specifications will comply with Eskom SHEQ requirements

4.3.2 Correction of defects

Defects as identified during assessment must be fixed within 2 weeks.

4.3.3 Contractor's procurement of Plant and Materials

The transportation of hazardous substances must be in compliance with regulations and Eskom SHEQ requirements.

4.3.4 Tests and inspections before delivery

Inspections, checklists and records are to be kept of hazardous substances as defined in the EMP, risk assessments and Eskom's SHE requirements

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

Plant and Materials will be supplied by the Employer (Eskom).

4.3.6 Cataloguing requirements by the Contractor

All cataloguing requirements must be in compliance with regulations and Eskom's SHEQ requirements.

5 Working on the Affected Property

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

Transmission Bloemfontein CLN Southern Grid substations

Geographical Area	Substation Name	Contractors Required	Geographical Area
Kimberly	Boundary Substation	1 x Cleaner 1 x Gardener	Kimberly
Luckhoff	Luckhoff Substation	Servicing both sites Boundary & Luckhoff	Luckhoff

The *Contractor’s* staff entering the premises must sign in at the main entrance gate and must obtain a *Contractor’s* permit, which must be returned to Reception at the end of the working day.

The *Employer* may hand over keys to ensure access to certain areas by cleaning staff. The *Contractor* will be required to complete a “Key Register” signing keys in and out, and hand keys back when so requested to do so by the *Employer*.

5.2 People restrictions, hours of work, conduct and records

To provide people to perform the duties of:

- Cleaners who is capable to perform domestic cleaning services and
- Gardeners who is capable to perform gardening services.

These people will be responsible for the gardening and cleaning services at the identified substation and will report to the substation as list below in table 1.

These people must be based in the area of the respective substation of responsibility as per table 1 below and must be at the substation as per indicated in table 1 below **by means of own transport**. The working hours are from 07:30 to 16:00 with 30 minutes lunch for 5 days per week.

These people will report to the engineering assistant at the substation who will set out the duties for the period of service.

All cleaning and gardening material as well as required equipment will be supplied by Eskom.

5.3 Health and safety facilities on the Affected Property

The Contractor shall do their own negotiations for the erection of any camp(s) and accommodation for his personnel required to provide the works, and ensure compliance with all by-laws and requirements of the relevant authorities.

Ablution facilities, electricity and water will be provided by *Employer*.

5.4 Environmental controls, fauna & flora

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

Refer to the above mentioned Environmental requirements and compliance to the relevant EMPs

5.5 Cooperating with and obtaining acceptance of Others

5.6 Records of Contractor’s Equipment

The Contractor is responsible for his own insurance of his equipment. The Contractor to take stock of his material and equipment on a regular basis and any shortage to be reported to the Service Manager immediately.

5.7 Equipment provided by the *Employer*

6 Item	Date by which it will be provided
Toilet paper	As needed
All cleaning material and chemicals	As needed
All garden material and chemicals (weed killers)	As needed
All Cleaning equipment	As needed
All Gardening equipment	As needed

6.1 Site services and facilities

6.1.1 Provided by the *Employer*

Ablution facilities, electricity and water will be provided by *Employer*.

6.1.2 Provided by the *Contractor*

See 5.3 above

6.2 Control of noise, dust, water and waste

State requirements, if any.

Noise levels near working personnel to be kept to a minimum and negotiated with personnel.

6.3 Hook ups to existing works

None

6.4 Tests and inspections

6.4.1 Description of tests and inspections

Once the Task order is completed the Contractor requests an inspection. The Eskom Supervisor or delegate does the inspection. The inspection is done with reference to the SOW and Task order. If the work is complete then the Eskom Supervisor will sign both the SOW and Invoice. The Contractor will submit the signed invoice and SOW to the *Service Manager*.

If the work is incomplete then the Supervisor or his delegate will report this to the *Service Manager*.

6.4.2 Materials facilities and samples for tests and inspections

None

ESKOM HOLDINGS SOC Ltd

CONTRACT NUMBER _____

CLEANING AND GARDENING SERVICES AT BOUNDARY AND LUCKHOFF SUBSTATIONS IN THE BLOEMFONTEIN AREA FORMING PART OF THE SOUTHERN GRID, FREE STATE FOR 36 MONTHS

7 List of drawings

7.1 Drawings issued by the *Employer*

No drawing are required for this contract