



NEC3 Term Service Contract (TSC3)

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

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

for Supply of food services at Eskom ERIC Research
Testing and Innovation Centre

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

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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

C1.1 Form of Offer & Acceptance

Section 1.01 Offer

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

Supply of food services at Eskom ERIC

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

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

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

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*.

Section 1.02 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**

(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.

Section 1.03 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	N/A	

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.

(i) For the tenderer:

(ii) 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

Article II. Part one - Data provided by the *Employer*.

Clause	Section 2.01 Statement	Section 2.02 Data
1	Section 2.03 General	Section 2.04
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option: [Redacted] dispute resolution Option and secondary Options [Redacted] [Redacted] of the NEC3 Term Service Contract April 2013 ² (TSC3)	A: Priced contract with price list W1: Dispute resolution procedure X1: Price adjustment for inflation X2: Changes in the law X17: Low service damages X18: Limitation of liability X19: Task Order Z: Additional conditions of contract
10.1	The <i>Employer</i> is (name): Address Tel No.	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 Registered office Megawatt Park, Maxwell Drive, Sandton, Johannesburg 011 800 800
10.1	The <i>Service Manager</i> is (name): Address Tel e-mail	Thabang Masoeu ERIC, Lower Germiston, Rosherville, Johannesburg, 2095 011 800 2486 masoeutt@eskom.co.za
11.2(2)	The Affected Property is	ERIC
11.2(13)	The <i>service</i> is	Supply of food services at Eskom ERIC

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

11.2(14)	The following matters will be included in the Risk Register	Refer to the Risk Register
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	1 week
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	01 April 2025
30.1	The <i>service period</i> is	60 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	between the 15th 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	8 weeks.
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365-day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6</p>

		months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. None
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	2 weeks.
11	Section 2.05 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	South Africa
	The person or organisation who will choose an arbitrator.	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not	of the Association of Arbitrators (Southern

	state who selects an arbitrator, is	Africa) or its successor body.		
12	Section 2.06 Data for secondary Option clauses	Section 2.07		
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 85% 15% 1.00	linked to index for consumables non-adjustable	Index prepared by SEIFSA D3
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.		
X18	Limitation of liability			
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)		
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event		
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none"> • the total of the Prices at the Contract Date and • the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles 		
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for <ul style="list-style-type: none"> • Defects due to his design, plan, and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and 		

		<ul style="list-style-type: none"> • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	6 months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	2 days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken, if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the “Principal Contractor” (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) (“the Construction Regulations”) for the Affected Property;
 - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
 - undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor*’s direction and control, likewise observe and comply with the foregoing.
- Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor*’s direction and control, likewise observe and comply with the foregoing.

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

- Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

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

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

Z9 Employer's limitation of liability

- Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

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

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

Z11 Ethics

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

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

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

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

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

Corrupt Action means the offering, giving, taking, or soliciting, directly or indirectly, of a good or

service to unlawfully or illegally influence the actions of an Affected Party,

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

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

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

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

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

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

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

Z12 Insurance

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

Insurance cover 83

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

INSURANCE TABLE A

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

Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials 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	<u>Loss of or damage to property</u> The replacement cost. <u>Bodily injury to or death of a person</u> The amount required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 12.2 Replace core clause 86 with the following:

Insurance by the Employer 86

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

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

Material, Equipment and Articles.

SANAS means the South African National Accreditation System.

TWA means the average exposure, within a given workplace, to airborne asbestos fibres, normalized 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.

SDL&I Penalty and Performance Security

Eskom will apply a penalty of 2.5% of the Contract Value for failure to meet SDL&I obligations. The following shall apply for SDL&I performance security:

- For the duration of the contract, Eskom will retain 2.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the Contractor upon fulfilment of all SDL&I obligations at the end of the contract.

C1.2 Contract Data

Article III. Part two - Data provided by the *Contractor*.

Section Clause	Section 3.02 Statement	Section 3.03 Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	
CV's (and further key person's data including CVs) are in _____.		
A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	

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

PART 2: PRICING DATA
TSC3 Option A

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

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of <ul style="list-style-type: none">the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed andwhere 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.

Section 3.04 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*

Refer to the Bill of Quantities Attached.

The total of the Prices

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's Service Information</i>	36
	Total number of pages	37

Contents

PART C1: AGREEMENTS & CONTRACT DATA.....	2
Section 1.01 Offer	3
Section 1.02 Acceptance	4
Section 1.03 Schedule of Deviations to be completed by the <i>Employer</i> prior to contract award	5
Article II. Part one - Data provided by the <i>Employer</i>	6
Section 2.01 Statement	6
Section 2.02 Data	6
Section 2.03 General	6
Section 2.04	6
2	7
The <i>Contractor's</i> main responsibilities	7
3	7
Time	7
4	7
Testing and defects	7
Section 2.05 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
5	7
Payment	7
6	8
Compensation events	8
7	8
Use of Equipment Plant and Materials.....	8
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
8	8
Risks and insurance.....	8
9	8
Termination	8
10	8
Data for main Option clause	8
11	8
Section 2.06 Data for Option W1.....	8
12	9
Section 2.07 Data for secondary Option clauses	9
Section 2.08	9
Article III. Part two - Data provided by the <i>Contractor</i>	17
Section 3.01 Clause.....	17
Section 3.02 Statement	17
Section 3.03 Data	17
Part 2: Pricing Data.....	18
How work is priced and assessed for payment	1
Function of the Price List	1
Link to the <i>Contractor's</i> plan.....	1
Preparing the <i>price list</i>	1
Section 3.04 Format of the <i>price list</i>	2
PART 3: SCOPE OF WORK	4
PART 3: SCOPE OF WORK	7
1 Description of the service	viii
1.11. Health and Safety Facilities on the Affected Property	xxx
1.12. Eskom policies and procedures	xxxi
All Eskom policies and procedures applicable to catering services (i.e., QMS, SHEQ) will be applicable.	xxxi
1.14. Employer's Site Entry and Security Control, Permits, and Site Regulations	xxxi
2. Acceptance	xxxiii
3. Revisions	xxxiii

4.	Development Team	xxxiii
5.	Acknowledgements	xxxiii
2	Management strategy and start up	xxxiv
3	Health and safety, the environment and quality assurance	xxxvii
4	Procurement	xxxvii
5	Working on the Affected Property	xxxix
6	List of drawings	xlvi

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
C3.1	This cover page	1
	<i>Employer's Service Information</i>	39
	Total number of pages	40

1 Description of the service

1.1 Scope

The purpose of this contract is to appoint a suitable qualified Supplier for the Supply of food services at Eskom ERIC staff canteen located at Lower Germiston Road, Rosherville, Johannesburg, 2095. The ERIC Canteen is expected to produce approximately 350 meals a day.

1.1.1 Purpose

The successful service provider shall supply food and beverages to the employees at ERIC Building dining facility, including groceries and dairy products for all coffee bars and pause areas. Also, for functions for other Eskom departments

1.1.2 Applicability

This document applies to service provider to provide catering services at ERIC.

1.1.3. Effective date

This contract will start from the 1 April 2025 for 5 years.

1.2. Employer's requirements for the service

1.2.1. Background

The scope of work includes the food production, provision of teas, coffee, and service of meals at ERIC which operate in strict food safety, hygiene, quality standard guidelines as prescribed in good manufacturing practice (GMP) and hazard analysis critical control points (HACCP).

The successful company must be able to produce Canteen 7 700 (excluding events and meetings) meals per month. The onsite facilities are provided by the employer whereby ERIC is fully equipped to produce 7 700 canteen meals per month. The service provider will be provided a fully functional kitchen with working equipment which should be returned as such at the end of the contract period. All wear and tear repair costs will be for the supplier. The service provider is expected to provide sufficient staff (according to industrial accepted ratio), kitchen smalls and food stuff to produce meals according to specification.

ERIC catering services operates in accordance with strict ISO Quality and food standards prescribed in ISO 9001/2008 and ISO 14000/18000 and ISO 22000 or basic guidelines prescribed in R638. Those principles and relevant record and compliance norms must be adhered to in all aspects of the hospitality operations by qualified and experienced food services staff.

The service provider should have the certificate of acceptability in their name to operate or serve meals in or from Eskom ERIC catering facilities. The food service provider must be able to operate within the strict service level agreement and cost parameters identified per outlet and need to comply with minimum customer satisfaction and hygiene audit results identified in monthly performance evaluation criteria.

The services that are required include but not limited to:

- Monitor, control, record, account for meals served daily.
- Operate point of sales for subsidized and non-subsidized meals including controlling food portions as per contract.
- Produce food as per Eskom prescribed meal scope and charge per produced meal.
- Services for functions/events, vending machines in pause areas including canteen during business hours of Monday to Friday,
- Kitchen hygiene evaluation to be kept at the highest level of above 90% during monthly audits by an independent food audit company. Non-compliances to be corrected before the next audit.
- Multi-culinary experienced staff to produce and serve food during lunch times and events and meetings.
- Experienced service staff to serve at point of sales/cashiers, waiters, events coordinator etc.

1.2.2. **Scope of Work.**

Supply full meals, snacks, non-alcoholic hot and cold beverages to Eskom Research and Innovation Centre (ERIC) hospitality department.

The scope is further defined as follows:

- The production of approximately 350 quality meals to be served in the main canteen during lunch breaks.
- Waiters/cashiers who will operate supplier's point of sales.
- Chefs to serve portion-controlled meals during lunch breaks.
- The service provider to produce meals for Special catering, meals for functions and events and meetings.
- The service provider to be responsible for administration of meal service and retain records thereof.
- The service provider to be responsible for hygiene of the canteen.
- The service provider to provide and manage vending services for hot beverages in the canteen, pause area.
- The service provider to provide and manage vending machines for assorted cold beverages and assorted snacks at designated areas in ERIC.
- The service provider will be responsible to procure all ingredients to produce meals and management thereof.
- The service provider to allocate hospitality experienced service staff who will serve customers with friendliness, respect, and honesty.
- The service provider should be punctual to meal service and proactive to situational service provision.
- Staff members of the service provider who are assigned onsite will abide and adhere to all statutory requirements including hygiene audit and other quality management systems.

- The service provider's staff members will keep all records of production samples, temperature, and daily stock take sheets and service processes in retrievable storage system.
- The service provider to setup Eskom branded linen and décor for set up of formal functions or events.
- The supplier is required to procure and deliver foam takeaway containers and complete disposable cutlery sets for daily lunches. The cutlery set must include spoons, forks, knives, serviettes, toothpicks, salt, and pepper, adhering to the following daily and monthly requirements:
 - a) Foam Takeaway Containers:
 - Daily requirement: 350 containers.
 - Monthly requirement: 7,375 containers.
 - Packaging: 59 packs of 125 containers each.
 - b) Spoons:
 - Daily requirement: 100 spoons.
 - Monthly requirement: 2,250 spoons.
 - Packaging: 9 packs of 250 spoons each.
 - c) Forks:
 - Daily requirement: 125 forks.
 - Monthly requirement: 2,500 forks.
 - Packaging: 10 packs of 250 forks each.
 - d) Knives:
 - Daily requirement: 125 knives.
 - Monthly requirement: 2,500 knives.
 - Packaging: 10 packs of 250 knives each.
 - e) Serviettes:
 - Daily requirement: 500 serviettes.
 - Monthly requirement: 11,000 serviettes.
 - Packaging: 11 packs of 1,000 serviettes each.

f) Toothpicks:

- Daily requirement: 350 toothpicks.
- Monthly requirement: 7,000 toothpicks.
- Packaging: 7 packs of 1,000 toothpicks each.

g) Salt and Pepper:

- Monthly requirement: 7,000 portions of salt and 7,000 portions of pepper.
- Packaging: 7 packs of 1,000 portions each of salt and pepper.

NB: The supplier must ensure all items are delivered in accordance with the specified quantities and packaging, maintaining consistency in quality and timely delivery.

- Extraction deep cleaning and maintenance (1 x extraction unit) Quarterly.
 - Clean kitchen extraction canopy (interior and exterior) in accordance with SANS 1850:2014.
 - Strip and clean all hot and cold-water nozzles.
 - Clean and repair damaged filters as necessary. If any filter parts need replacing, the contractor must provide a quotation to ERE and retain broken pieces for verification before replacement.
 - Clean horizontal and vertical ducting where accessible and collect oil/grease residue at the base of each vertical rise.
 - Seal oil leaks on ducting where necessary, guaranteeing repairs for a period of three months from the date of cleaning.
 - Clean all canopy panels and inline strainers.
 - Check and clean the extraction fan, motor, and fan blades to ensure efficiency.
 - Clean the outlet/weather cowl and inspect the detergent pump.
 - Check and clean the hot and cold-water solenoids, pressure, and all drain solenoids.
 - Inspect nozzle spray patterns and set wash cycle timings as necessary.
 - Inspect and test the electrical panel, adjusting if necessary.
 - Check the motor to ensure it is running within its capacity.
 - Test and verify extraction efficiency before and after cleaning.
 - Ensure the entire system is clean, functional, and safe.

NB: A detailed laminated certificate must be issued on completion of the work.

- The service provider shall supply tablecloths branded with the Eskom logo, along with napkins. The service provider will also be responsible for washing and maintaining the tablecloths and napkins as needed, on an "as and when required" basis.
 - Sizes: Tablecloths (1.5x0.75 m, drop down 0.74m).
Napkins (30x30 cm)
 - Material: Polyester and cotton.
 - Colours: White, Black, Eskom Blue, and Gold.
- The service provider to rent out coffee Machines on an as and when required basis.

The service provider shall supply the following lunch meals at the main canteen:

Item	Alternative	Specification (Raw)
Protein (One choice of either red or white per meal)	Beef (T-Bone steak, Chuck, stew, mince, boerewors)	280g
	Mutton (stew, chops), Pork (chops, ribs, Russians)	280g
	Chicken (Leg quarters, breast, wing, thighs, drumsticks)	220-250g
	Fish hake fillet	220-250g
	Special dietary requirement (Vegetarian meal daily, Halaal etc.) The specification is for the cut only and does not prescribe the dishes to be included in the menu. Bone content not to exceed 15% On days when pork is served chicken/fish must be provided as alternative protein at a ratio of 80/20	
Starch	Pap	180g
	Rice	180g
	Samp and beans	180g
	Potatoes	180g

	Pasta	180g
	Dumpling	180g
	A choice of two starch to be served daily.	
Vegetarian meals		500g
Vegan		500g
Halaal		500g
Vegetables (Seasonal)	2 vegetables one green and one bright coloured daily	180g
Salads	1 salad daily chef's salad	60-80g
Dessert	Fruit salad/baked pudding	150g
Seasonal Fruit	One fruit	
Beverage	Juice (Minimum 100% fruit juice)	250ml

Note: The canteen balanced meal plate should consist of one starch, one protein, two vegetables, one salad and weighing 560g.

Note: The second salad will not be included on the plate and will be offered as an optional, non-subsidized item.

Lunch: Served at main canteen from 11:00 to 14:00 or as determined by the employer

Lunch will consist of choice of two protein, two types of vegetables (Green and bright coloured), two type of starch, two salads and dessert.

The service provider shall allocate staff at the point of sales for the duration of lunch break. Serving are to be charged flat rate.

The service provider is responsible for the removal of all waste material created at the kitchen during food production and dining areas which should be separated at the source with demarcated colour coded bins to the dedicated waste area.

Pause Areas/Tea areas:

The service provider is required to supply the following grocery items for pause areas/tea areas monthly.

Table for supply of Groceries.

Item	Description	Estimated Quantity per Month
1	1.5 Kg Coffee	40
2	25kg Sugar	12
3	Boxes of Tea Bags 100s	40
4	Rooibos	60
5	Full cream milk	900
6	Low fat 2% milk	120
7	Plastic teaspoons 500s	30
8	Disposable Cup	50
9	Coffee creamer 750g	60

The service provider must provide the vending service for tea/coffee at pause/tea stations in ERIC building of different sizes as and when required. The vending machines should be able to dispense the following:

- Black tea with no sugar in 250ml biodegradable cup.
- Black tea with sugar in 250ml biodegradable cup.
- White tea no sugar in 250ml biodegradable cup.
- White tea with sugar in 250ml biodegradable cup.
- Black coffee no sugar in biodegradable cup.
- Black coffee with sugar in biodegradable cup.
- White coffee no sugar in biodegradable cup.
- White coffee with sugar in biodegradable cup.
- Rooibos no milk and no sugar in biodegradable cup.

- Rooibos with milk and sugar in biodegradable cup.

Note: Bamboo stirrers and hand towels to be provided in all pause areas by the supplier.

The service provider would be responsible for the distribution and continuous replenishment of ingredients and the upkeep of the pause areas. The vending machines should be able to print data for consumption.

Note: Customers has option of two proteins with no subsidy Canteen meals should consist of:

Item	Alternative	Specification (Raw)
Protein (One choice of either red or white per meal)	Beef (T-Bone steak, Chuck, stew, mince, boerewors)	280g
	Mutton (stew, chops), Pork (chops, ribs, Russians)	280g
	Chicken (Leg quarters, breast, wing, thighs, drumsticks)	220-250g
	Fish hake fillet	220-250g
	Special dietary requirement (Vegetarian meal daily, Halaal etc.)	
	The specification is for the cut only and does not prescribe the dishes to be included in the menu. Bone content not to exceed 15% On days when pork is served chicken/fish must be provided as alternative protein at a ratio of 80/20	
Starch	Pap	180g
	Rice	180g
	Samp and beans	180g
	Potatoes	180g
	Pasta	180g

	Dumpling A choice of two starch to be served daily.	180g
Vegetarian meals		500g
Vegan		500g
Halaal		500g
Vegetables (Seasonal)	2 vegetables one green and one bright coloured daily	180g
Salads	1 salad daily chef's salad	60-80g
Dessert	Fruit salad/baked pudding	150g
Seasonal Fruit	One fruit	
Beverage	Juice (Minimum 100% fruit juice)	250ml

Note: The canteen balanced meal plate should consist of one starch, one protein, two vegetables, one salad and weighing 560g.

Special catering.

These meals and functions are required on as and when required basis and quoted as per request from employer and the service provider would be responsible for provision of cleaning services.

Banquet menus.

Hot meals:

Salads	2 Salads	60-80g
Red meat	Beef stew, grilled steak	100g
White meat	Chicken, pork, fish	100g
Starch	Pap, rice, potatoes, pasta, samp	180g

Seasonal vegetable	Green and bright	180g
Vegetarian meals	Fry's products and seasonal vegetables of the day	500g
Seasonal Fruit		150g
Fruit juice		250ml

Note: The customer to have two proteins with a weight of 200g on the dish served.

Braai Menu.

Contents	Weight
Fresh Fruit Juice (100%)	300ml
Protein (Choice of 2 Meats – 1 White and 1 Red)	200g - 250g
Gravy	50ml
Starch x 2 (E.g., Pap or Potato Dish or Rolls)	250g - 300g
Salads x 2 (Including Greek Salad)	125g
Desserts: x 1 Fruit Salad	100g
Soft drink	300ml

Lunch Packs.

Contents	Weight
Fresh Fruit	Any fruit in season
Sandwiches - (e.g., Cheese & Ham/Tomato/Chicken Mayo/etc.)	4 x Slices
Soft drink	300ml
Bottled Water	500ml
Unsalted peanuts or Health Bar or	100g

dried fruits	
Biltong	100g

NB: Can be used during Health & Wellness days or any event etc.

Goodie Bag for a celebration/event.

Contents	Weight
Fruit juice (100%)	300ml
Soft drink	300ml
Simba chips	25g
Mini chocolates	189g
Biltong	100g

NB: Each goodie bag will come with a choice of either a fruit juice or soft drink.

The special catering services required, over and above the banquet menu are as per the table below:

Menu item	Number of serving	Price per platter
Cocktail menus.	10	
Mini filled croissants.	10	
Wraps.	10	
Fruit kebabs (fruits in season)	10	
Cold meat platters	10	
Mini filled pita bread platters	10	

Sandwich platter	10	
Vegetarian platter	10	
Cheese platter	10	
Crudites platter	10	
Seafood platter	10	
Meat platter	10	
Scones Platter (no topping) – 8cm by 1cm thick	10	
Muffin Platter (Variation of muffins per platter)	10	
Cheese topped scone - 8cm by 1cm thick	Each	
Jam topped scone - 8cm by 1cm thick	Each	
Scones with no toppings - 8cm by 1cm thick	Each	
Bottled water. (500ml, still water branded)	Each	
Soft drinks (300ml can)	Each	
Fruit juices (300ml can)	Each	

Note: Setting up with branded Eskom colour schemes for formal functions or events.

Kiosk/Cafe.

Meals will not be subsidized (Full cost) should include but not limited to the following:

The service provider to obtain prior approval in relation to the type and nature of product sold and charge the consumer directly for the service. Sell the food at process approved by Eskom, which should be the lowest possible prices. Considering the rates and process agreed to by Eskom for the provision of the catering services.

Item	Per item
Assorted types of fruit juice 500ml	Each
Bakery: Croissants served with preserves, Mixed jumbo muffins, Assorted sandwiches, Scones with preserves	Each
Confectionary: Assorted cakes slice from display fridge	Each
Toasted sandwiches: mozzarella and tomato, chicken mayo, bacon and egg, salami, mozzarella, and tomato	Each
Assorted Soft drinks 330ml	Each
Still bottled 500ml Water	Each
Sparkling bottled 500ml Water	Each
Flavoured 500ml Water	Each
Sparkling fruit Juice 330ml	Each
Fat cakes (Winter season)	Each

Monthly invoicing will be based on:

- Meals served to Main canteen during lunch.
- Hot beverage dispensed by vending machines at Pause areas.

- Meals served at function/set up during lunch.
- Platters served to orders.
- Bottled water and cold drinks served.

Note: Functions/events will be quoted as and when required by clients and authorized before event takes place.

Note: The food service contract is not based on fixed amount. The contract has price list with quantities, meaning that the contract is re-measurable.

1.2.2.1 Specification of Product or Goods

The catering operation at ERIC is a five-day operation with following pre-determined mealtimes:

- Meal service.

ERIC main canteen Lunch: 11:00 to 14:00

- Kiosk service.

Operating time: 08:00 to 14:00.

- Pause/tea areas: 08:00 to 16:00. (Fully automated).

Operating times: 08:00 to 16:00 (Vending machines)

Bookings of venues and confirmation from clients to be a day before meeting starts.

Bottled water arrangement to be done in the boardrooms before meetings.

Clearing and refilling water in boardrooms are to be during meeting breaks.

Description of the goods or service needed:

The four weeks cycles menus will comply with the following:

- Approved by Eskom representative.
- Menus or changes to menus must be approved by Eskom representative prior to implementation.
- Reviewed quarterly for seasonality and menu fatigue.
- Include special diet menus (vegetarian, diabetic and low salt) on a designated service station.

Procurement of ingredients.

- The supplier will procure all ingredients, beverages, labour, etc.
- Eskom to provide branded Eskom linen to be used for formal events.

Administration.

The service provider shall provide Eskom with:

- Daily meal statistics.
- Weekly meal participation reports per serving outlets.
- Meal plans.
- Customer surveys

Note: Eskom reserve the right to full access of all records.

Emergency and risk.

Within 12 days of commencement date, the service provider shall provide Eskom with a comprehensive risk analysis for complete operation. The service provider shall attend the monthly ERE ERIC risk meeting or as directed by responsible person.

Regulations

The service provider shall be required to comply with the registration and compliance of all Health, Environment, Regulatory bodies and Acts within the hospitality and catering industry including but not limited to:

- The health Act (Act 63 of 1977).
- The health and safety Act 85 of 1993 and amendment 181.
- ISO 9001-2015 Quality management systems.
- ISO 14001 :2015 Environment quality management system.
- ISO 18001 Occupational and health and Safety management system.
- Fire protection act.
- ISO 31000: 2018 Integrated risk management systems.
- SANS 10133 :2020 Pesticides in food handling catering establishments.

- SANS 10049 Food and hygiene management.
- SANS 10156 Handling of chilled and frozen foods.
- SANS 10330 :2020Requirements for HACCP System.
- R918 Regulation governing general hygiene requirements for food premises and transport of food.
- SANS 22000 :2018 Food safety management system including HACCP.

Dress Code.

The service provider shall provide sufficient branded uniform personal protective clothing to staff members with name tag/printed for identity.

Hygiene/food safety.

The service provider shall:

- Manage and maintain hygienic food facilities.
- Clean and clear all dining areas and kitchen before, during and after meals.
- Deep clean all facilities at least once a week.
- Drain gulley's and fat trap will be monitored and maintained every month.
- Contract the independent food audit company with registered laboratory for foods safety audits.

Water Act.

- The cleaning of kitchen grease traps on weekly basis.
- Conduct monthly independent audit and water sampling.

Control of manner.

- Supplier controls degree or/and extend of quality output delivered to Eskom.
- Supplier manages safe operations, instructions, training to their staff members.
- Supplier has legal relationship with every employee of their company and their relationship is supported by an employment contract on time of working hours.

Management and control.

Instructions or supervision of their employee is done by service provider to their own employees.

Material and/or facilities.

In addition to its obligation set out elsewhere, Eskom shall:

- Allow the service provider and its employees and those of its subcontractors the use of adequate and appropriate, changing rooms, ablution, and canteen facilities.
- Allow employees of the service provider and those of subcontractor reasonable access to catering premises and other parts of ERIC as the service provider may reasonably require performing the service in terms of the obligation of the contract.
- At its own expenses provide access to connection to telephone and electronic media communication networks as may be required to use administration equipment the cost thereof shall be borne by the service provider.
- A fully working kitchen equipment shall be handed over to the service provider who will look after it and return it back to Eskom in the state it was given to service provider at the end of contract.
- Deliberate breaking of equipment used to produce food by contract staff members will be at the supplier's cost after repairs or replacement.

1.2.2.3. Cleaning and servicing kitchen extraction canopy system as per SANS 1850:2014.

Scope of Work

- Clean kitchen extraction canopy (interior and exterior) in accordance with SANS 1850:2014.
- Strip and clean all hot and cold-water nozzles.
- Clean and repair damaged filters as necessary. If any filter parts need replacing, the contractor must provide a quotation to ERE and retain broken pieces for verification before replacement.
- Clean horizontal and vertical ducting where accessible and collect oil/grease residue at the base of each vertical rise.
- Seal oil leaks on ducting where necessary, guaranteeing repairs for a period of three months from the date of cleaning.
- Clean all canopy panels and inline strainers.
- Check and clean the extraction fan, motor, and fan blades to ensure efficiency.
- Clean the outlet/weather cowl and inspect the detergent pump.

- Check and clean the hot and cold-water solenoids, pressure, and all drain solenoids.
- Inspect nozzle spray patterns and set wash cycle timings as necessary.
- Inspect and test the electrical panel, adjusting if necessary.
- Check the motor to ensure it is running within its capacity.
- Test and verify extraction efficiency before and after cleaning.
- Ensure the entire system is clean, functional, and safe.
- Provide a cleaning certificate for compliance with fire and health department regulations.

NB: A detailed laminated certificate must be issued on completion of the work.

Cyclo-Wash.

- To clean cyclo-wash.
- To strip and clean all hot and cold-water nozzles.
- To clean canopy panels.
- To ensure hot and cold-water solenoids are functional.
- To ensure that all drain solenoids are functional.
- To ensure that all nozzle spray patterns are correct.
- To set wash cycle timings.
- To clean all inline strainers.
- To check hot and cold-water pressure.
- To check and clean detergent pump.
- To check electrical panel and adjust.

1.3. Normative/Informative References

Parties using this document shall apply the most recent edition of the documents listed below:

1.3.1 Normative

- ISO 9001 Quality Management Systems

1.3.2 Informative

- Public Finance Management Act
- POPI Act
- OHS Act

1.4. Definitions

Term	Definition
ERIC	Eskom Research and Innovation Centre situated in Germiston, Rosherville.
Catering services	This means provision of catering services to ERIC.
Contractor	Service provider appointed to provide Catering services at ERIC.
Employer	Refers to Eskom Holdings (ERE Facilities - ERIC).

1.5. Documentation Control

The Contractor will submit the following documents to the Employer for review, the Employer will review the documents for acceptance and inform the Contractor if the documents have been accepted or if it is not accepted and stating the reasons of not accepting the documentation. The Employer will give the Contractor reasonable time which will be agreed between the Contractor and the Employer to respond or re-submit the documents.

The documents are as follows:

SHE Plan
SHE Policy
Method Statement
Risk Assessment
Letter Of Good Standing
Acknowledgement Of Eskom Rules and Requirements (Annexure B)

Safety Officer Requirements

National diploma in safety management or equivalent qualification at NQF Level 6

Title and purpose	Frequency
Toolbox Talk	Every Monday of the week
Three weeks look ahead plan – detailing planned activity during the period. Submission of SHE reports and Stats.	Monthly

All correspondence of either commercial or technical nature, whether hard copy or email, either to Contractor or from Contractor shall clearly include the following information: contract number and subject matter.

1.6. Abbreviations

Abbreviation	Explanation
ERE	Eskom Real Estate
QM	Quality Management
SHEQ	Safety Health Environmental Quality

1.7. Roles and Responsibilities

1.7.1. Contractor's Office

During the execution of the works at the site, the Contractor shall maintain a suitable office at the site in the area allocated for that purpose by the Employer, which shall be the main office of the Contractor's representative and authorised to receive instructions or other communications or notices under the Contract.

1.8. Management Meetings.

The following requirements for conducting site meetings apply to the Works. The Contractor shall actively participate in and adhere to the Employer's requirements and other procedures initiated for the purpose of maintaining the contract administrative control. The Contractor shall attend meetings when deemed required by the Employer to coordinate the site works.

Title and Purpose	Approximate Time & Interval	Location	Attendance by:
Progress/feedback meeting	Monthly	ERIC Facilities Boardroom	Employer and Contractor Site Representative
Risk management meeting	Monthly	ERIC Facilities Boardroom	Employer and Contractor Site Representative
Overall contract progress meeting	Monthly	ERIC Facilities Boardroom	Employer and Contractor Site Representative
Safety, health, environmental and quality meeting	Monthly	ERIC Facilities Boardroom	Employer and Contractor's SHE Officer

1.9. Contractor's Management, Supervision and Key People

The Contractor shall provide the Employer with a detailed organogram of all staff and management on the contract.

Within 10 days from conclusion of the contract the service provider will provide Eskom with the following:

- Detailed organogram with key experienced and qualified person including staff team.
- CVs of key personnel (management and skilled staff).
- Training and development programs of all levels of staff.

Note:

All staff pre-employment contract copies to be returned with the tender submission. Staff who are qualified and experienced on the organogram will be assigned to Eskom for this tender.

The Employer reserves the right to audit and verify the structure. The minimum core Team on site shall consist of the following personnel:

- Supervisor.
- Executive Chef.
- Scullery cleaning.
- Waiters.
- SHE Officer (Tertiary Qualification and two-year experience in the Environmental and Safety Field).

1.10. Invoicing and Payment

After verifying the month's assessment with the employer then the Contractor provides the Employer with a tax invoice, by no later than the first day of the month or as per agreed date, showing the amount due for payment equal to that stated in the Employer's payment certificate.

The Contractor shall address the Tax Invoice to:

Attention: Sharon Sookay
Eskom Holdings SOC Limited
Eskom Research and Innovation Centre
Lower Germiston Road
Rosherville
Johannesburg
2095

Tel: (011) 629-5283

Email: invoiceseskomlocal@eskom.co.za

ONLY ORIGINAL INVOICES WILL BE ACCEPTED.

The following must be stated on the Tax Invoice:

- Name and address of the Contractor and the Employer;
- The contract number, title and Purchase Order (PO) number;
- 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;

1.11. Health and Safety Facilities on the Affected Property

1.11.1. Water

The Contractor shall use the water wisely obtained from the Employer.

1.11.2. Electricity

The Employer will supply electrical power for the canteen/kitchen.

1.11.3. Process for Monitoring

- Daily inspections to be conducted.
- Weekly and monthly reports to be submitted by the contractor
- Contractor evaluation survey and reports.
- Monthly meetings.

1.12. Eskom policies and procedures

All Eskom policies and procedures applicable to catering services (i.e., QMS, SHEQ) will be applicable.

1.13. Related/Supporting Documents

N/A

1.14. Employer's Site Entry and Security Control, Permits, and Site Regulations

1.14.1 Access Control for Persons

The Contractor's Personnel and any visitors at ERIC must be in possession of a valid identification card supplied by the Employer. Applications for identification cards shall be made in the form prescribed by the Employer. The identification cards shall be used to gain access to the site.

Applications for access cards shall be made in good time prior to access being required. Lost, stolen or damaged cards shall be reported to the Employer immediately. A fee shall be charged for replacement cards.

1.14.2. Removal of Goods from ERIC site

All persons removing inter alia materials, equipment, toolboxes, temporary facilities etc. from site must be in possession of a valid gate release permit. Applications for general or specific gate release permits shall be made in the form prescribed by the Employer.

1.14.3. Visitors

Before entering the building site, visitors (meaning any person other than the Contractor's Personnel) must be in possession of a valid identification card supplied by the Employer.

The Contractor's visitors shall be subject to all ERIC's rules including those related to Health & Safety and discipline.

1.14.4. Cleanliness and Housekeeping

The Contractor shall maintain a high standard of cleanliness during the conduct of his activities at the kitchen. The Contractor shall, always maintain, clean and attend to the upkeep of the kitchen, dining area and such other areas as may be allocated for storage of chemicals, site offices, etc. to the satisfaction of the Employer. The Contractor shall always keep these areas, clean and free from accumulation of waste and dirt regardless of the source.

NB:

The contractor is required to implement the Covid 19 or any identified pandemic safety cleaning requirement for the duration of the contract and always observe all required protocols.

1.14.5. Waste Removal and Disposal

The Contractor is responsible for the prompt removal of all waste to a designated disposal area. The disposal area will be on or in the vicinity of the site and will be designated by the Employer. Waste must only be disposed of at a designated area.

1.14.6. Hours of Work

The Contractor shall be required to work one shifts, starting from 07:00 to 16:00 Monday to Friday or as required by the production schedule.

1.14.7. Anti-poaching Undertaking

The Contractor shall not recruit or attempt to recruit staff and labour from amongst the personnel of other contractors during the execution of the contract.

1.14.8 Substance Abuse Testing

There shall be zero tolerance for substance abuse at ERIC site.

1.14.9. Accommodation Policy

No accommodation will be provided by the Employer. The Contractor to consider recruiting within the local areas where possible.

1.15. Industrial Action Policy

The Contractor shall comply with the Industrial Action Policy as per the New Partnership Agreement.

2. Acceptance

This document has been seen and accepted by:

Name	Designation
Thabang Masoeu	Facilities Manager
Walter Seageng	Manager Catering (Acting)

3. Revisions

Date	Rev.	Compiler	Remarks
July 2024	0	Nondumiso Nepfumbada	New Contract

4. Development Team

The following people were involved in the development of this document:

- Nondumiso Nepfumbada.
- Walter Seageng
- Thabang Masoeu
- Khumbelo Chisebe

5. Acknowledgements

-

1.1 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
BBBEE	Broad Based Black Economic Empowerment
QM	Quality Management
ERE	Eskom Real Estate
SD&L	Supplier Development and Localisation
SHE	Safety, Health and Environmental
TSC	Term Services Contract
PPE	Personal Protective equipment

2 Management strategy and start up.

2.1 The Contractor's plan for the service

During the execution of the Service, the Contractor shall maintain a suitable office in the area allocated for that purpose by the Employer, which shall be the headquarters of the Contractor's Representative and authorised to receive instructions or other communications or notices under the Contract. The Contractor shall maintain, at the office, up-to-date copy of the Contract and all Contract related documents (including correspondence and documents issued by and to the Contractor, Compensation Events, Progress Reports, correspondence, non-conformance reports etc.). These documents shall be always available to the Employer.

2.2 Management meetings

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

Title and purpose	Approximate interval	Location	Attendance by:
Progress / feedback meeting	Monthly	ERIC	Employer and Contractor
Risk management meeting	Monthly	ERIC	Employer and Contractor
Overall contract progress meeting	Monthly	ERIC	Employer and Contractor
Safety, health, environmental and quality meeting	Monthly	ERIC	Employer and 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.

2.3 Contractor's management, supervision, and key people

The Contractor shall provide the Employer with a detailed organogram of all staff and management on the contract. This must be revised quarterly and must reflect any changes to the staff and management structure. The Employer reserves the right to audit and verify the structure.

2.4 Provision of bonds and guarantees.

N/A

2.5 Documentation control

The Contractor will submit the following documents to the Employer for review, the Employer will review the documents for acceptance and inform the Contractor if the documents have been accepted or if it is not accepted and stating the reasons of not the accepting the documentation. The Employer will give the Contractor reasonable time which will be agreed to between the Contractor and the Employer to respond or re-submit the documents.

2.6 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:

Attention: Sharon Sookay

Eskom Holdings SOC Limited

Eskom Research and Innovation Centre

Lower Germiston Road

Rosherville
Johannesburg
2095

Tel: (011) 629-5283

ONLY ORIGINAL INVOICES WILL BE ACCEPTED.

The following must be stated on the Tax Invoice:

- Name and address of the Contractor and the Employer;
- The contract number, title and Purchase Order (PO) number;
- 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;

2.7 Contract change management

The Employer may instruct changes to the scope at any time, each instruction shall set out the change and the date on which it becomes effective; and must be issued to the Contractor in writing to be valid.

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

The Contractor must keep all documentation related to the compensation events, quotes and instructions from the Employer for the period of 5 years after contract completion for audit purposes.

2.9 Insurance provided by the *Employer*

The insurance policy provided by the Employer will be dealt with as specified in Clause 86.1 TSC.

2.10 Training workshops and technology transfer

N/A

2.11 Design and supply of Equipment

The Contractor shall supply small including but limited to the vending coffee machine in accordance with the Employer specification.

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

2.12.1 Equipment

The supplier is to return the Employers equipment at the end of the contract period on the same state that the received it in.

2.12.2 Information and other things

At the end of the service period the Contractor will be required to provide the Employer with the Contractor's Safety file

2.13 Management of work done by Task Order

All work will be done on a continuous basis and the supplier will bill Employer for services rendered using the price list.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in the Eskom Real Estate SHE specification (as applicable).

3.2 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in Eskom Real Estate SHE specification (As applicable).

3.3 Quality assurance requirements

The Contractor shall comply with the quality requirements as stated in QM-58 (As applicable).

4 Procurement

The Contractor provides the following procurement services in performing the scope:

- Sub-Contractor's lists for to be submitted to the Employer for review and approval.
- Follows the least cost and time procurement strategies.
- Obtains the Employers' approval prior to committing any contracts or orders.

4.1 People

4.1.1 Minimum requirements of people employed.

In some instances, the Contractor may be required to recruit staff from the local to site communities.

4.1.2 B-BBEE

The *Contractor* shall maintain the Required B-BBEE Recognition Level for the duration of the Agreement. The *Contractor* shall provide Eskom with a valid Verification Certificate and such other information as Eskom may reasonably request, in respect of which the Contractor claims maintenance for the duration of the Agreement of the Required B-BBEE Recognition Level. For the purpose of this clause "verification Certificate" means a verification certificate and the accompanying documentary proof confirming the B-BBEE Status of a particular entity as issued by an accredited verification agency.

4.1.3 Supplier development and localisation

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the supplier, development, and localisation matrix.

The *Contractor* shall keep accurate records and provide the *Service Manager* with reports on the *Contractor's* actual delivery against the above stated supplier development and localisation matrix.

The *Contractor's* failure to comply with his supplier development and localisation 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

N/A

4.2.2 Subcontract documentation, and assessment of subcontract tenders

Prior to appointment of a sub-contractor, the Contractor shall submit to Eskom all detail of the contractor, including B-BBEE details, for verification.

4.2.3 Limitations on subcontracting

The Contractor shall not sub-contract more than 30% (rand value) of the whole of the services to the local to site companies but shall, subject to Eskom's consent (which consent shall only be valid if given in writing and signed by the Eskom Representative), be entitled to sub-contract selected parts of its obligations in terms of this Agreement to any other person/s, provided that such sub-contracting shall not relieve the Contractor of its obligations and the Contractor shall remain liable for all and any acts or omissions of such person/s as though they were acts or omissions of the Contractor.

The Contractor shall not be entitled to cede, delegate, assign or otherwise transfer any of its rights and/or obligations without the prior written consent of Eskom, which consent shall not be unreasonably withheld.

4.2.4 Attendance on subcontractors

N/A

4.3 Plant and Materials

4.3.1 Specifications

N/A

4.3.2 Correction of defects

The Contractor shall provide maintenance and repair of all the equipment necessary to provide the services. All defects to the works shall be rectified as specified in QM 58.

4.3.3 *Contractor's* procurement of Plant and Materials

The Contractor may be required to provide the Employer with a technical data sheet of the equipment or material supplied to the Employer. A guarantee and warranties' certificate may also be required for any plant and material supplied by the Contractor to the Employer.

4.3.4 Tests and inspections before delivery

. The employer representative will conduct inspection if deemed necessary to do so.

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

N/A

5 Working on the Affected Property

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

The Employer will provide access control for the Site. Strict access control shall be implemented 24 hours a day at all entrances to the Project Site. All persons and vehicles entering or exiting the Project Site may be subjected to searches and the Employer reserves the right to refuse entrance to Site to any person not meeting security and/or access requirements.

From time to time, and as required, the Employer will issue policies and procedures regarding Project Site security and access control. These policies and procedures shall be strictly adhered to by the Contractor. The Employer shall be entitled, at his discretion, to amend or relax the Project Site security and/or access requirements to deal with emergencies or other circumstances justifying such amendment or relaxation.

Where the contractor is allocated a construction yard, security will be contractor's responsibility and must comply with the employer's requirements.

Any breach of security must be reported to the Employer immediately.

5.2 People restrictions, hours of work, conduct and records.

Core working hours shall be from 07:00 to 16:30, Monday to Friday or as directed by the Employer. Shift work is required. Overtime will be approved by an Employer prior to the Contractor working overtime.

The Contractor shall keep records of his people working on the Affected Property, including those of his Subcontractors. The Employer shall have access to records at any time.

5.3 Health and safety facilities on the Affected Property

The Contractor shall ensure that alternative arrangements are made for possible incidents occurring after normal working hours. Where services are not available from the Eskom Medical Centre, the Contractor shall make alternative arrangements for any medical assistance. Proof of this must be made available in the principal contractors SHE Plan.

5.4 Environmental controls, fauna & flora

The Contractor shall comply with the safety, health and environmental requirements stated in the ERE SHE Specification.

5.5 Cooperating with and obtaining acceptance of Others

Except as directed by the Employer, the Contractor shall in no way interfere with, remove, adjust, or operate plant, materials and/or equipment of or being supplied or operated by Other Contractors.

5.6 Records of Contractor's Equipment

The Contractor is responsible for maintaining the asset register equipment on site and shall be audited by the Employer from time to time.

5.7 Equipment provided by the *Employer*

N/A

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

The Employer will, at his expense, arrange for, develop and maintain the various facilities and services at or near the Site, as applicable. The services and facilities provided by the Employer are listed below:

- Fully equipped industrial kitchen
- Electricity.
- Water supply; and
- Sanitary Services.

5.8.2 Provided by the *Contractor*

The Contractor shall provide all other services and facilities not mentioned in 5.8.1.

5.9 Control of noise, dust, water, and waste

The Contractor shall comply with the safety, health and environmental requirements stated in the project SHE Specification.

5.10 Hook ups to existing works

The performance of the Works which affects the Employer's operations, or the systems of Other Contractors shall be scheduled to be performed only at times approved by the Employer. The procedure for carrying out work which of necessity interrupts the Employer's operations, or the systems of Other Contractors, or imposes abnormal operating conditions on their systems, is subject to approval of the Employer. (Applicable to pre-arranged window cleaning)

5.11 Tests and inspections

5.11.1 Description of tests and inspections

The Contractor is responsible for providing quality inspections as per the scope requirements and rectifies all defects within agreed time period. The Contractor shall supply the end of job documentation associated with the services. The end of job documentation consists of the signed off (where applicable) completion forms of acceptance by the Employer.

5.11.2 Materials facilities and samples for tests and inspections

In some instances, the Employer representative may request samples for testing/ inspection.

6 List of drawings

6.1 Drawings issued by the *Employer*.

None

ANNEXURE A: TASK ORDER

Task Order

Task Order form for use when work within the service is instructed to be carried out within a stated period of time on a Task-by-Task basis

Task Order No. [●] *service* .[●]

To: [●].....
..... (Contractor)

I propose to instruct you to carry out the following task:

Description	[●]
-------------	-----

Starting date [●]

Completion Date [●]

Delay damages per week **【●】**

Please submit your price and programme proposals below.

Signed: _____ Date _____

(for *Employer*)

Total of Prices for items of work on the Price List
(details attached) R. _____

Total of Prices for items of work not on the Price List
(details attached). R. _____

Total of the Prices for this Task Order R. _____

The programme for the Task is [ref] (attached)

Signed: _____ Date _____

(for *Contractor*)

I accept the above price and programme and instruct you to carry out the Task

Signed: _____ Date: _____

ESKOM HOLDINGS SOC Ltd
PROJECT AND CONTRACT TITLE

CONTRACT NUMBER _____

(for *Employer*)

ANNEXURE B: X 17 – LOW PERFORMANCE DAMAGES

Item No.	Key Performance Area	Key Performance Indicator	Key Performance Targets	Penalties
1	Service Performance Management	React within 1 hour to diagnose the root cause	100% Compliance	3 consecutive non-conformance will result in R 2 500 penalty , amount payable the following month
		Critical work to be completed within 4 hours (blocked toilets, leaking urinals, earth leakage trips, lights out, faulty plugs, power supply, refuelling of generators, temperature control, UPS system, Dali lights system, Water treatment ,etc)	100% Compliance	3 consecutive non-conformance will result in R 2 500 penalty , amount payable the following month per discipline.
		Maintain 80% for closure of defects vs logged defects	80% Compliance – measured monthly	2 consecutive non-conformance will result in R 50 000 penalty , amount payable the following month
2	Statutory Inspection Compliance	Maintain statutory compliance	100% Compliance	2 consecutive non-conformance will result in R 50000 penalty , amount payable the following month 3 consecutive non-conformance will result in termination of the contract
3	Safety, Health and Environmental Contravention	Safety, health and environment standards are regularly monitored, reviewed and maintained in accordance with all legal and regulatory requirements on quarterly basis	0 contravention	3 consecutive non-conformance will result in termination of the contract
4	Availability of Cleaning Equipment	Provide well maintained equipment	100% availability during any random inspection/audit	3 consecutive non-conformance will result in R 50 000 penalty , amount payable the following month
5	Employee Compensation and Benefits	Payment of Employee salaries/wages, Provident Fund, UIF, COIDA, etc. as per the agreed date	100% Compliance	2 consecutive non-conformance will result in R 50 000 penalty , amount payable the following month 3 consecutive non-conformance will result in termination of the contract

ESKOM HOLDINGS SOC Ltd
PROJECT AND CONTRACT TITLE

CONTRACT NUMBER _____