



## NEC3 Term Service Contract (TSC3)

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

and

**PROVISION OF OFFICE  
CLEANING, LAUNDRY,  
HYGIENE SERVICES,  
CHEMICAL SUPPLY AND CAR  
WASH AT MATIMBA POWER  
STATION.**

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**CONTRACT No.**

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## PART C1: AGREEMENTS & CONTRACT DATA

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## C1.1 Form of Offer & Acceptance

### Offer

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

#### **PROVISION OF OFFICE CLEANING, LAUNDRY, HYGIENE SERVICES, CHEMICAL SUPPLY AND CAR WASH AT MATIMBA POWER STATION.**

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	
	Sub total	
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	
	(in words)	

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

Signature(s)

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**For the tenderer:** \_\_\_\_\_

Name & signature of witness

Date

Tenderer's CIDB registration number: \_\_\_\_\_

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

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_ Procurement Manager

for the Employer \_\_\_\_\_ Eskom Holdings SOC Limited  
Matimba Power Station  
Private Bag X215  
LEPHALALE  
0555

Name & signature of witness \_\_\_\_\_ Date \_\_\_\_\_

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

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

Note:

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

No.	Subject	Details
1	N/A	N/A
2	N/A	N/A
3	N/A	N/A
4	N/A	N/A
5	N/A	N/A
6	N/A	N/A
7	N/A	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.

### For the tenderer:

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Capacity \_\_\_\_\_  
On behalf of \_\_\_\_\_  
Name & signature of witness \_\_\_\_\_  
Date \_\_\_\_\_

### For the Employer

Procurement Manager \_\_\_\_\_  
Eskom Holdings SOC Limited  
Matimba Power Station  
Private Bag X215  
LEPHALALE  
0555

## C1.2 TSC3 Contract Data

### Part one - Data provided by the *Employer*

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: <b>Priced contract with price list</b>
	dispute resolution Option and secondary Options	W1: <b>Dispute resolution procedure</b>
		X1: <b>Price adjustment for inflation</b>
		X2: <b>Changes in the law</b>
		X17: <b>Low service damages</b>
		X18: <b>Limitation of liability</b>
		X19: <b>Task Order</b>
		Z: <b>Additional conditions of contract</b>
	of the NEC3 Term Service Contract April 2013 <sup>2</sup> (TSC3)	
10.1	The <i>Employer</i> is (name):	<b>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</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>014 763 8139</b>
	Fax No.	<b>014 763 3616</b>
10.1	The <i>Service Manager</i> is (name):	<b>Charlotte Leshalabe</b>
	Address	<b>Matimba Power Station Private Bag X 215 Lephala 0555</b>
	Tel	<b>014 763 8139</b>

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 [www.ecs.co.za](http://www.ecs.co.za)

Fax	<b>0147633616</b>	
e-mail	<b>mashiaa@eskom.co.za</b>	
11.2(2)	The Affected Property is	<b>Matimba Power Station</b>
11.2(13)	The service is	<b>Office cleaning and services</b>
11.2(14)	The following matters will be included in the Risk Register	<b>N/A</b>
11.2(15)	The Service Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>1(One) weeks</b>
2	<b>The Contractor's main responsibilities</b>	<b>Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data</b>
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>1 weeks of the Contract Date</b>
3	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>01 February 2024</b>
30.1	The <i>service period</i> is	<b>Five years</b>
4	<b>Testing and defects</b>	<b>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</b>
5	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>Between the 25 day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>14 days</b>
51.4	The <i>interest rate</i> is	<p><b>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</b></p> <p><b>(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</b></p>

such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

6	<b>Compensation events</b>	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	<b>Use of Equipment Plant and Materials</b>	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	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<p>1. N/A</p> <p>2. N/A</p> <p>3. N/A</p>
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	<b>as stated for “Format TSC3” available on <a href="http://www.eskom.co.za/Tenders/InsurancePolicies_Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePolicies_Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> (See Annexure A for basic guidance).</b>
83.1	The <i>Employer</i> provides these additional insurances	<b>as stated for “Format TSC3” available on <a href="http://www.eskom.co.za/Tenders/InsurancePolicies_Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePolicies_Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> (See Annexure A for basic guidance)</b>
83.1	The <i>Contractor</i> provides these additional insurances:	N/A
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	<b>the amount of the deductibles relevant to the event described in the “Format TSC3” insurance policy available on <a href="http://www.eskom.co.za/Tenders/InsurancePolicies_Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePolicies_Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a></b>
83.1	The insurance against loss of or damage to the works, Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	N/A
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and	

	Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	<b>whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.</b>
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands).</b>
<b>9</b>	<b>Termination</b>	<b>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.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	<b>2 week.</b>
11	<i>Data for Option W1</i>	
W1.1	<i>The Adjudicator</i>	<b>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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).</b>
	<i>Address</i>	<b>[•]</b>
	<i>Tel No.</i>	<b>[•]</b>
	<i>Fax No.</i>	<b>[•]</b>
	<i>e-mail</i>	<b>[•]</b>
W1.2(3)	<i>The Adjudicator nominating body is:</i>	<b>the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.</b>
W1.4(2)	<i>The tribunal is:</i>	<b>arbitration</b>
W1.4(5)	<i>The arbitration procedure is</i>	<b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b>
	<i>The place where arbitration is to be held is</i>	<b>[•] South Africa</b>
	<i>The person or organisation who will choose an arbitrator</i>	

	<ul style="list-style-type: none"> <li>- if the Parties cannot agree a choice or</li> <li>- if the arbitration procedure does not state who selects an arbitrator, is</li> </ul>	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.																		
12	Data for secondary Option clauses																			
X1	Price adjustment for inflation																			
X1.1	<p><i>The base date for indices is</i></p> <p><i>The proportions used to calculate the Price Adjustment Factor are:</i></p>	<p><b>01 February 2022</b></p> <table border="1"> <thead> <tr> <th>proportion</th> <th>linked to index for</th> <th>Index prepared by</th> </tr> </thead> <tbody> <tr> <td>0.45</td> <td>Labour-SEIFSA Table C3 (Hourly paid) Employees</td> <td>SEIFSA</td> </tr> <tr> <td>0.30</td> <td>Table D-1</td> <td>SEIFSA</td> </tr> <tr> <td>0.10</td> <td>Transport – SEIFSA Table L2</td> <td>SEIFSA</td> </tr> <tr> <td>0.15</td> <td>non-adjustable</td> <td></td> </tr> <tr> <td></td> <td><b>1.00</b></td> <td></td> </tr> </tbody> </table>	proportion	linked to index for	Index prepared by	0.45	Labour-SEIFSA Table C3 (Hourly paid) Employees	SEIFSA	0.30	Table D-1	SEIFSA	0.10	Transport – SEIFSA Table L2	SEIFSA	0.15	non-adjustable			<b>1.00</b>	
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0.15	non-adjustable																			
	<b>1.00</b>																			
X2	Changes in the law	<b>There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.</b>																		
X4	Parent company guarantee	<b>There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.</b>																		
<b>X18</b>	<b>Limitation of liability</b>																			
X18.1	The Contractor's liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>R0.0 (zero Rand)</b>																		
X18.2	For any one event, the Contractor's liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	<b>the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a></b>																		
X18.3	The Contractor's liability for Defects due to his design of an item of Equipment is limited to	<p><b>The greater of</b></p> <ul style="list-style-type: none"> <li>• <b>the total of the Prices at the Contract Date and</b></li> <li>• <b>the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works / maintenance policies available on <a href="http://www.eskom.co.za/Tenders/InsurancePoli">http://www.eskom.co.za/Tenders/InsurancePoli</a></b></li> </ul>																		

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	ciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx  <b>the total of the Prices other than for the additional excluded matters.</b>
		<b>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b>

## 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 Ethics**

- Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor*'s obligation to Provide the Service or taking any other action as appropriate against the *Contractor* (including civil or criminal action).
- Z4.2 The *Employer* may terminate the *Contractor*'s obligation to Provide the Service if the *Contractor* (or any member of the *Contractor* where the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Contractor* or any such member is removed from the an approved vendor data base of the *Employer* as a consequence of such practice.

- Z4.3 Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P4 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.

**Z5 Confidentiality**

- Z5.1 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.
- Z5.2 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*.
- Z5.3 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.

- Z5.4 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*.
- Z5.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

**Z6 Waiver and estoppel: Add to core clause 12.3:**

- Z6.1 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.

**Z7 Health, safety and the environment: Add to core clause 27.4**

- Z7.1 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.
- Z7.2 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.

**Z8 Provision of a Tax Invoice and interest. Add to core clause 51**

- Z8.1 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.
- Z8.2 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.
- Z8.3 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.

**Z9        Notifying compensation events**

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- Z9.1 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.

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**Z10        Employer's limitation of liability**

- Z10.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z10.2 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.

**Z11        Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":**

- Z11.1 or had a business rescue order granted against it.

## Annexure A: Insurance provided by the Employer

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

1. Services provided in a TSC3 contract could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the *Employer's* "works" type policy which may be in place for the *Employer's* portion of the Affected Property concerned or against the *Employer's* assets policy which may be in place for the *Employer's* portion of the Affected Property concerned, or both.
2. The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the Affected Property and the nature of the insurable event.
3. The *Contractor* is required in terms of Contract Data for clause 83 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from his own resources on a 'self insured' basis or obtained by him from his own insurers. In order to assess the extent of this cover, tendering contractors and their brokers should consult the internet web link given below and scroll to '**Format TSC3**' to establish both the cover and the deductibles in relation to the service provided in terms of this contract.
4. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 83.2. In terms of clause 83.1 "the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
5. If Marine Insurance is required the *Contractor* needs to obtain a copy of the latest edition of Eskom's Marine Policies Procedures found at internet website given below.
6. Further information and full details of all Eskom provided policies and procedures may be obtained from:  
[http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS\\_Policies\\_From\\_1\\_April\\_2014\\_To\\_31\\_March\\_2015.aspx](http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx)

## C1.2 Contract Data

### Part two - Data provided by the Contractor

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):  Address  Tel No.  Fax No.	
11.2(8)	The <i>direct fee percentage</i> is %  The <i>subcontracted fee percentage</i> is %	
11.2(14)	The following matters will be included in the Risk Register	N/A
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	Rands
11.2(19)	The tendered total of the Prices is	

## PART C2: 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"><li>• the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and</li><li>• where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.</li></ul>
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

### Function of the Price List

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

### Link to the *Contractor's* plan

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

### Preparing the *price list*

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

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

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

## **Format of the *price list***

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

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

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

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

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

## C2.2 the price list

Item	Description	Unit	Quantity	Contract during in months	Hours per month	Rate per hour	Total
<b>1</b>	<b>Preliminaries and General</b>						
	<b>staff Transport (3x22 seaters)</b>	per month	3	60	50Km p/d		
	Transport for moving cleaning suppliers LDV	per month	1	60			
	Site Establishment	once off	1	1			
	Site de-establishment	once off	1	1			
<b>2</b>	<b>Health and safety costing</b>						
	Uniform per employee	twice per year	144	60			
	Medicals	Annually	72	6			
	Safety File	once off	1	1			
<b>3</b>	<b>LABOUR FOR OFFICE CLEANING</b> <b>Normal Hours</b>						
	Site Manager	hr	1	60	176		
	Safety Officer	hr	1		176		
	Supervisor Normal time	hr	3	60	176		
	Supervisor Overtime	hr	3	60	20		
	Supervisor PHD & Sunday	hr	3	60	20		
	Cleaner Normal Time	hr	67	60	176		
	Cleaner Overtime	hr	15	60	20		
	Cleaner PHD & Sunday	hr	15	60	20		
	Outage Cleaners (night duty)	hr	8	60	176		
<b>6</b>	<b>Cusumables (to be charged at cost plus 10%)</b>						
	<b>Consumables including the following:</b>						
1	750g Black refuse bags pack of 20	monthly	7200	60			
2	Toilet paper (2 ply – 350 sheets)	monthly	6000	60			
3	Dish Washer Liquid 25L	monthly	500	60			
	Window Cleaner	monthly	300	60			
	Bleach 25L	monthly	300	60			
	All purpose cleaner 25L	monthly	300	60			
	Hand paper towel (30gsm)	monthly	14400	60			

	Leather Chair Polisher and Conditioner 1L	monthly	12	60		
	Furniture Polisher 500ml	monthly	2000	60		
	Toilet cleaner 25L	monthly	800	60		
	Car Wash Soap 25L	monthly	40	60		
	Tyre Polish 10L	monthly	40	60		
	Dish Washing cloths Small	monthly	5000	60		
	Dish Washing cloths Large	monthly	5000	60		
	Deo block 5L bucket	monthly	800	60		
	Mutton cloth 1kg Roll	monthly	500	60		
	Broom	monthly	140	60		
	Floor mop	monthly	140	60		
	Dust pan	monthly	140	60		
	Feather Duster (Long)	monthly	140	60		
	Feather Duster (Short)	monthly	140	60		
	Toilet Brush	monthly	185	60		
	Handy Andy 20L	monthly	500	60		
	Detergent for self-cleaning oven (Combi wash) 20L	monthly	80	60		
	Rince agent for self-cleaning ovens (Combi rince) 20L	monthly	80	60		
	Pink Hand Soap 20L	monthly	500	60		
	Hand Sanitizing liquid 20L	monthly	1200	60		
	Drain Cleaner 20L	monthly	500	60		
	Surface sanitizing liquid (25L)	monthly	500	60		
	Detergent disinfectant powder <b>box</b> of 100 sachets	monthly	16	60		
	Pot scores		500	60		
	<b>Consumables</b>					
	<b>Fee</b>					
<b>6</b>	<b>Hygiene Service</b>					
	Supply of (25L) water coolers (still water container and machine)	Once off	50	60		
	Service of (25L) water coolers	Once off	50	60		
	Refill bottle of (25L) water coolers bottles (still water)	monthly	700	60		
	Toilet roll holder	Once off	500	60		
	Soap Foam Dispenser	Once off	500	60		
	Soap Foam refill	monthly	6000	60		
	SHE bins with foot pedal	Once off	100	60		
	Sanitary service per bin	Once off	100	60		
	She bag dispenser	monthly	90	60		
	Auto seat sanitizer dispenser	Once off	166	60		
	Auto seat sanitizer refill	monthly	6000	60		

	Wall mounted bins	Once off	20	60			
	Air freshener dispensers	Once off	166	60			
	Air freshener refills	monthly	6000	60			
	Urinals Deep Cleaning	monthly	1200	60			
	Toilets Deep Cleaning	monthly	2000	60			
	Hand Basins Deep Cleaning	monthly	2000	60			
	Showers Deep Cleaning	monthly	1000	60			
	Site Kitchen deep cleaning	monthly	60	60			
	Kitchen Extraction Fan Deep cleaning	monthly	20	60			
	Paper Towel Dispenser	Once off	50	60			
	Paper Towel refill	monthly	300	60			
	Green gear pressor	Once off	10	60			
	Yellow gear pressor	Once off	10	60			
	blue small bucket	Once off	10	60			
	green small bucket	Once off	10	60			
	red small bucket	Once off	10	60			
	blue gear pressor	Once off	10	60			
	Ecolab Liquid dish washer detergent in 5 Lt	monthly	5000	60			
	Eco all-purpose rinse aid : 5lt	monthly	5000	60			
	Winter halt glass dishwashing detergent:	monthly	5000	60			
	Premium disposable color coded premium maxi wipes: pack of 10's( red, yellow, green & blue)	monthly		60			
	Ecolab antibacterial hand soap	monthly	5000	60			
	Ecolab alcohol based hand sanitizer	monthly	5000	60			
	Ethnix GR8 Nylon scourers	monthly	5000	60			
	Colour coded mop sweeper- red	Once off	8	60			
	colour coded mop sweeper - green	Once off	8	60			
	colour coded mop sweeper-blue	Once off	8	60			
	Colour coded mop sweepers- yellow	Once off	8	60			
	colour coded heads-red	Once off	8	60			
	colour coded head-blue	Once off	8	60			
	colour coded head -yellow	Once off	8	60			
	Color coded mop heads: green	Once off	8	60			
	colour coded brushes	Once off	8	60			
	Colour coded dust pans	Once off	8	60			
	Colour coded double bucket and wringer system	Once off	8	60			
	Eco lab biodegradable nontoxic oven cleaner spray	monthly	5000	60			
	Ecolab fat trapper chemical degreaser	monthly	5000	60			

	Eco lab fruit and veg microbial treatment	monthly	5000	60			
	Stainless steel pedal operated 10lt : 08	Once off	5	60			
	Water squeegee rubber 600mm : 01	Once off	10	60			
	Multi-functional mop hold with 4 position, broom holder with 5 positions	Once off	5	60			

	As an when required						
	Washin of Arc flash	Bi annually	8	20			
	Washing and ironing of Tablecloths	Quaterly	15	20			
	Washing and ironing of Chef uniform	Quaterly	10	20			
	Washing and ironing of fire uniform	Quaterly	30	20			
	Washing and ironing Clinic linen	Bi annually	15	20			

The total of the Prices

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## PART C3: SCOPE OF WORK

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

## C3.1: EMPLOYER'S SERVICE INFORMATION

### Executive overview

Matimba Power Station is planning to conclude a service contract for the provision of office cleaning, hygiene services, furniture removal, chemical supply as well as Car wash service for a maximum duration of 3 years to maintain well kept clean premises for a healthier environment for the employees

### Description of the service

- Supply of all cleaning materials, cleaning equipment, manpower resources and supervision
- Clean all buildings, as prescribed ,both inside and outside plant
- Clean all identified buildings within Matimba Power station
- Clean and disinfect of all ablutions in the main building
- Clean and disinfect all ablutions both inside and outside plant
- Deep cleaning of the site kitchen fat trapper
- Supply of cleaning chemicals and disinfect for site kitchen
- Deep cleaning of the kitchen Extraction fan
- Thorough cleaning of tiled floor surfaces
- Daily disinfect tables, chairs and other dining surfaces at the site kitchen
- Deep clean and sanitize all kitchen and food preparation areas
- Replenish consumables in all buildings, these include but not limited to, toilet paper, hand towel, hand soap, sanitizers, urinary cleaning sundries, air-fresheners, dishwashing liquid and refuse bags
- Provide sanitary services as identified by the contract manager
- Report all defects to contract manager within 24 hours
- Maintain sanitary bins and dispose contents twice a month or as required
- Deep clean cushioned chairs at least once every 6 months or more frequently if required
- Office cleaning includes all exits/entrance, including those not in use and surrounding cement slab or paving
- Sanitary bins must contain a sterilising, deodorising chemical
- The contractor provides mini(individual) sanitary bags next to each bin
- Deep clean all areas at least once every 6 months. Schedule to be submitted within 30 days of inception of contract
- Vacuum clean all carpets 3 times per week
- Wash all entrance mats/rugs once a week and when required
- Window cleaning of(ground or high rise office block)
- Office furniture removal
- High walls washing in all buildings

- The contractor will also be responsible for cleaning other Eskom Matimba Power Station buildings which includes but not limited to Ash Dump, Housing Office and Sewage Plant and other subsidiaries

## SPECIFICATION DETAIL

The specifications intend to explain what the Supplier's responsibility will be regarding the different tasks that he/she has to perform and the most suitable method to adopt in doing so. The Supplier must execute the duties in line with the legal requirements. The particular method and the result must conform to the cleaning management regulations and standards. The methods should be able to assist Eskom in terms of improving and sustaining clean environment within Matimba Power Station.

- Non-abrasive equipment and chemicals are used all the time and reasonable care is taken to ensure that the Employer's property does not get damaged during the execution of duties, normal wear and tear excluded. Any cost of repairing or replacement of the Employers' property resulting from non-adherence to the above shall be borne by the Contractor.
- Services are rendered as detailed in the frequency table unless otherwise approved by the Employer.
- The contractor shall submit a detailed method statement for the provision of the service at tender stage.
- The contractor must have sufficient equipment in line with the methodology and Employer requirements. All necessary equipment to be available at contract conception.
- All the chemicals delivered to Matimba shall be accompanied by the certificate of analysis and MSDS.

## Key Personnel Minimum requirements

- The contractor will provide enough human resources to execute tasks as required by the Employer, including outside working hours. This includes administration, management and SHEQ.
- The contractor will remunerates all employees as per industry norm. Proof to be provided to the employer on request
- The contractor will employ suitably qualified personnel. CV's of key employees to be submitted on tender. All management, administration, SHEQ and supervisory employees must be computer literate and have access to a computer and email.
- The contractor will continuously develop all employees on key areas of service and on Safety and Environmental matters. Development plan for all levels of staff to be submitted within twelve (12) days of contract inception

### ***Supervisors***

- The contractor will provide constant supervision in all areas where work is performed. All supervisors must have grade 12, 2 years supervisory experience
- Contractor must provide housekeeping supervisors with minimum two years' experience in cleaning service or hospitality industry and must have grade 12

### **Manager**

- The contractor will employ dedicated manager to oversee operations. The manager must be suitably qualified to manage Office cleaning and will be expected to have transport to move around to inspect and oversee all cleaning activities.

### **SHEQ officer**

SHEQ Officer must have following Qualification & experience

- Safety Management Diploma OR Samtrac
- Knowledge of Safety, Health, Environmental and Quality Management Systems
- Job observation
- Report writing skills
- Computer literate
- Communication skills
- Incident investigation skills

### **Key personnel**

must be able to communicate in English or have understanding of English. The Supplier to ensure that all personnel working under this contract are adequately trained prior to the commencement of the contract. The Supplier and staff to conduct business in a courteous and professional manner. All staff should be trained to use all types of equipment.

### **Staff uniform**

The Supplier to provide own PPE equipment Provide all personnel working under this contract with adequate and appropriate Personal Protective Equipment (PPE) and clothing and to ensure these items are worn at all times. Provide all personnel working under this contract with uniforms, which state the name of the Supplier and that can be clearly identified from other Service Providers, Matimba Power Station personnel, etc.

ESKOM reserves the right to order the immediate removal of a staff member that does not adhere to this arrangement. Inspection will be conducted as per the PPE procedure (e.g. Hand gloves, dust masks, hearing protection, safety shoes, face shields and googles etc.)

Shoes must be clean and in a good condition.

**Transport**

Ensure that all work performed and all vehicles, plant and equipment brought onto or used on site will be in compliance with the Occupational Health and Safety Act of 85 of 1993 and any Regulations promulgated in terms of this Act and the standard instructions of the Matimba Power Station. The Supplier to ensure that no employee will be transported in the back of open vehicles. No person may be transported in the back of vehicles even if it is closed by means of canopies, unless provided with proper seating and safetybelts.

## FREQUENCY/DELIVERABLES

FACILITY	Activity	Frequency
<b>Offices Laboratory sections</b>	Vacuum carpets Empty dustbins Wash carpets Empty dustbins Vacuum upholstery Dust & polish tables etc. Wash floors Wash windows Wash walls Sweeping cement paths leading to areas Wash and Refill aqua coolers	3 x weekly twice a day twice per year twice daily 3 x weekly Daily Daily Quarterly monthly daily daily
<b>Classrooms Conference rooms/ Boardrooms</b>	Vacuum carpets Empty dustbins Wash carpets Vacuum upholstery Dust & polish tables etc. Wash floors Wash windows Wash walls Sweeping cement paths leading to areas Wash and Refill aqua coolers	Daily & as required twice a day & as required twice per year 3 x weekly Daily & in between meetings Daily and as required Quarterly monthly daily daily
<b>Kitchens at offices and at conference rooms</b>	Collect coffee cups and dishes and wash them. Wash floors Polish Floors  Supply and Wash dish cloths  Wash Windows  Wash fridge  Dust and wash cupboards – inside and outside Empty dustbin  fill coffee / sugar/ tea jar supplied by Eskom	3 times a day and as required  2 times a day and as required  Daily  Once in 6 months  monthly  weekly  daily and as required  twice a day  daily and as required
<b>Toilets and showers</b>	Sweep and mop floors  Wash and disinfect toilets  Empty dustbins Wash and disinfect hand wash basin Wash and disinfect waste bin  Wipe equipment and furniture  Wipe doors, door frames, door handles,	Daily  twice a day  twice a day daily daily  daily  daily

	<p>window sills and mirrors</p> <p>wash walls</p> <p>Check stock level and Replenish hand soap and seat sanitizer and toilet paper as required</p> <p>Clean and disinfect showers</p> <p>Clean and disinfect urinals</p> <p>Refill urinary blocks</p> <p>wash shower curtain</p> <p>Deep clean toilet and shower</p> <p>Disinfect toilet brushes</p> <p>Replace toilet brushes on agreement with the Employer</p> <p><b><i>Ablutions are checked frequently, at least once every three hours and any deviations addressed. A checklist is kept and signed at each facility.</i></b></p>	<p>weekly and as required</p> <p>3 times a day</p> <p>daily</p> <p>weekly</p> <p>daily</p> <p>weekly</p> <p>daily</p> <p>As required</p>
<b>Substations / Rooms</b>	<p>Dust on top of machinery</p> <p>Dust walls</p> <p>Sweep floors</p> <p>Mop floors</p>	<p>Daily</p> <p>Daily</p> <p>Daily</p> <p>Daily</p>
<b>Houses/Flats</b>	<p>Dust &amp; polish furniture</p> <p>Vacuum carpets &amp; floors</p> <p>Wash floor</p> <p>Clean kitchen – dishes / stove / cupboards</p> <p>Clean bathrooms</p> <p>Wash windows</p>	<p>Daily</p> <p>Daily</p> <p>Daily</p> <p>Daily</p> <p>Daily</p> <p>As &amp; when required</p>
<b>Lapa Open area</b>	<p>Sweep and mop floor</p> <p>Dust furniture</p> <p>Dust and wipe walls</p> <p>wash chairs</p> <p>wash light fittings</p> <p>pack tables / chairs for functions</p>	<p>Daily</p> <p>Daily</p> <p>Weekly</p> <p>monthly</p> <p>Monthly</p> <p>As required</p>
<b>Storerooms</b>	<p>Dust and wipe racks</p> <p>Wash floor</p>	<p>Daily</p> <p>Daily</p>
<b>All stairs and passages</b>	<p>Sweep and mop</p> <p>Vacuum clean</p>	<p>Daily</p> <p>Daily</p>
<b>Smoking rooms</b>	<p>Sweep /mop</p> <p>Polish floors</p>	<p>Daily</p> <p>weekly</p>
<b>Control rooms &amp; EFP rooms</b>	<p>Sweep /mop</p> <p>Polish floors</p> <p>Wash light fittings</p> <p>Strip floors</p>	<p>Daily</p> <p>Daily</p> <p>Monthly</p> <p>Bi-weekly</p>

<b>Workshops</b>	Sweep floors Mop Dust equipment and furniture Wipe equipment and furniture Wipe doors, door frames, door handles and window sills Empty, wash and disinfect waste bins Wipe all items in storage and shelves	Daily
<b>Control Room 1-6</b>	Sweep /mop floors Polish floors Dust furniture Dust and wipe walls Vacuum Upholstery Wash light fittings Strip floors	Daily Weekly Daily Weekly Weekly Monthly Monthly
<b>Site Canteen</b>	Work Surfaces – Intensive cleaning: Wet wipe, sanitize, descale, degrease Stoves & Sinks Intensive cleaning: Scrub, wet wipe, degreaser Ovens Intensive cleaning: Degrease, Scrub Tilting pans Intensive cleaning: Degrease, Scrub Pots & Pans Intensive cleaning: Degrease, Scrub & wash Steamers Intensive cleaning: Wet wipe Small equipment Intensive cleaning: Wet wipe Closet/ Stores rooms Intensive cleaning: Wet wipe & stacking Grillers/ salamanders Intensive cleaning: Degrease, Scrub & wash Bain Maries Intensive cleaning: Wash & sanitize Mixers Intensive cleaning: Rinse Slicer Intensive cleaning: Rinse Dicer / Shredders Intensive cleaning: Rinse Peelers (potatoes) Intensive cleaning: Rinse Fridges: Wash , sanitize & Stack Freezers : defrosting, intensive cleaning, wash, sanitize and stack  Trolleys: Wash  Mop floors  Clean windows  Dust and wash walls  Wash dishes, cutlery and glasses Wipe down tables, chairs before lunch and in between use.  Clear any litter left after lunch and in between use.  Clean the glass doors and windows	Daily after use  Daily after use  Daily  Daily  Daily  2 x a day  Weekly  Weekly  Daily  Daily  Weekly

	<p>including sills and frames</p> <p>Clean any other surfaces where necessary</p> <p>Before leaving, empty all rubbish bins and dispose of in the refuse carts</p> <p>Any other suitable tasks that may be required by the Canteen Manager commensurate with the general level of responsibility of the post</p>	<p>Weekly</p> <p>Daily after use</p> <p>Daily or when required</p>
<b>Car Wash</b> <b>16X Vehicle per day</b>	wash vehicle dry vehicle vacuum clean vehicle inside polish interior and tyres put air freshener inside vehicle	Daily
<b>12 X Outage Cleaners</b>	Wash and disinfect toilets Sweep and mop floors Clean kitchens	<b>During Outage as required</b>
<b>12 hours shift</b>	Wash and disinfect toilets Sweep and mop floors Clean kitchens And all required cleaning as above	Daily
<b>Deep Cleaning</b>	Toilets Toilet Floor Shower cap Shower floor Basin Drains Fat trapper Extraction fan Floors Walls	Bi monthly
<b>Medical Centre</b>	Vacuum carpets Empty dustbins Wash carpets Empty dustbins Vacuum upholstery Dust & polish tables etc.	Daily and as required

	<p>Wash floors Wash windows Wash walls Sweeping cement paths leading to areas Wash and Refill aqua coolers</p>	
<b>Gym and EP Centre</b>	Clean gym and EP facility, all equipment, showers and ablutions as above.	Daily

## Management strategy and start up.

### The Contractor's plan for the service

The contractor should provide the Contract Manager the monthly plan on how they are planning to execute the duties

### Management meetings

Meeting appointments to be confirmed by appointment

### Invoicing and payment

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

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

#### The Contractor shall address the tax invoice to

- Email address for invoice submission: [invoiceseskocomlocal@eskom.co.za](mailto:invoiceseskocomlocal@eskom.co.za)
- You do not require a goods receipt (GR) number to submit your invoices. When the GR number is received you can then send the GR number to the FSS contact centre at [FSS@eskom.co.za](mailto:FSS@eskom.co.za) or 011 800 5060
- All queries and follow up on invoice payments should be made by contacting the FSS contact centre: Tel: **0118005060** or via email: [fss@eskom.co.za](mailto:fss@eskom.co.za)

and include on each invoice the following information:

Name and address of the *Contractor* and the *Service Manager*;

The contract number and title;

*Contractor's* VAT registration number;

The *Employer's* VAT registration number 4740101508;

Description of service provided for each item invoiced based on the Price List;

Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

(add other as required)

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

### Insurance provided by the *Employer*

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

## Health and safety, the environment and quality assurance

### Health and safety risk management

Upon the award of the contract, successful *Contractor* must submit a Health and Safety Plan, filed in a Health and Safety File, comprising of the following:

- Proof of the contracting company's own Health and Safety Policy.
- Proof of appointments, assignments and designations as required in terms of the Occupational Health and Safety Act, No 85 of 1993.
- Proof of Risk Assessments regarding Hazards identified.
- Proof of Safe Work Procedures that derived out of the Risk Assessments.
- Proof of the contracting company's own Emergency Plan that will deal with their own emergencies on site.
- Proof of a Fall Protection Plan, if required to perform work at elevated levels developed by a competent person appointed by the contracting company.
- Proof of "Notification to perform Construction Work" – a copy of the notification addressed to the Department of Labour as required Regulation 3 of the Construction Regulations.
- Proof of an Induction Program it is advised that the Matimba SHE Rules as a guide and an attendance register signed by its employees prior the commencement of any construction work on site.
- Proof of the contracting company's employees Medical Fitness Certificate. (Must still be valid for one year and may only have been issued by an occupational health practitioner).
- Proof of *contractors* weekly Health and Safety Rep Inspections regarding its own site and where detached work is performed.
- Proof of Personal Protective Equipment (PPE) issued to *contractor's* employees.
- Proof of contracting company's Accident/Incident Reporting and Investigation System.
- Proof of checklists and where applicable test certificates, regarding *contractor's* tools, equipment, machinery, mobile equipment, vessels under pressure and any other applicable checks required by the Act.

The Principle *Contractor* must ensure that his *contractors* (Subcontractors) do also have a Health and Safety File and that it must be accepted by the Principle *Contractor*.

The Safety Officer employed by Matimba Power Station will audit these Health and Safety Plan to ensure compliance with the provisions of the Act. The approval of the health and safety plan can sometimes take 2 to 3 days to approve and no work will be conducted before the plan is approved. The *contractor* has to keep this in mind for their health and file costing.

#### 6.1 Anticipated safety risks

- The contractor will have to work under extreme hot temperatures
- The wet surface may cause slips and fall
- Snakes are prevalent during warm and humid temperatures
- The contractor will be exposed to uneven surface which may lead to trip and fall.
- Wasp
- Bees
- Noise
- Time pressure to complete work

## **Environmental constraints and management**

Matimba Power Station has been recommended for ISO14001:2015 certificate. To ensure continual improvement to the ISO 14001: 2015, the *Contractor* shall ensure that the following requirements are met:-

- Identify all environmental aspects and impacts.
- Identify the law that is applicable to the scope and ensure compliance to the applicable laws at all times
- All employees shall attend Environmental induction before commencing with the work.

### **6.2 Waste management**

All waste introduced to and/or produced on the *Employer*'s premises by the Contractor for this contract, must be handled in accordance with National Environmental Management: Waste act 59 of 2008 and Matimba Waste management procedure number PS/244/001.

### **6.3 Hazardous Chemicals substances**

All hazardous Chemicals substances brought on site must be accomplished by Material Safety Data Sheet and shall be managed as per Occupational Health and Safety Act, 1993 Hazardous Chemical Substances Regulations, 1995.

### **6.4 Environmental Incident**

The *Contractor* shall report all Environmental incidents (example: Oil/Chemical spillage, water overflow etc.) to Matimba Power Station contract manager or Environmental Officer within 24 hours of them occurring as per Matimba of Environmental incidents PA/240/008

### **6.5 Other Environmental Requirements:**

The *Contractor* will be required to ensure that the following environmental requirements are complied with at all times:

- 1 Zero liquid effluent discharge.
- 2 No oil or waste will be dumped on an unauthorised area or unlicensed waste site.
- 4 Asbestos will be handled and stored according to Act 15 of 1973 (hazardous substances Act).
- 5 No materials or waste will be burnt on site.
- 6 *Contractors* shall comply with Matimba SHEQ policy

## **Quality assurance requirements**

QCP to be completed for all work done and approved by the Employer

## Procurement

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

## People

### Minimum requirements of people employed

Access permits to be requested in advance for new employees

Security clearance to be done prior to completing security access permits

Certified copies of ID to be attached to the applications form for access permits

## BBBEE and preferencing scheme

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

## SD&L Undertaking Obligation

Proposed Skill	Targeted	Entry Level	Output	Tenderers Proposal

The *Contractor* shall keep accurate records and provide the *Service Manager* with reports on the *Contractor's* actual delivery against the above stated SD&L criteria.

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

## Subcontracting

### Preferred subcontractors

N/A

### Subcontract documentation, and assessment of subcontract tenders

N/A

### Limitations on subcontracting

N/A

### Attendance on subcontractors

N/A

## Plant and Materials

### Specifications:

**As per scope of work**

**Correction of defects**

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

N/A

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

**Working on the Affected Property**

Limited access register

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

Security clearance by SAPS

Certified copies of ID documents

Vehicles and personnel will be searched when arriving to site and leaving site

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

Monday to Thursday normal working hours 07:00 to 16:30

Friday working normal hours 07:00 to 12:00

**Health and safety facilities on the Affected Property**

- Medical Station available on site during normal working hours. The emergency telephone number internal to Matimba is 5000 or 014-763-8311 from an external land line or cell phone and can be used to obtain emergency assistance.
- Fire protection and rescue available on site 24 hours per day also at the above number. The Contractor complies with the requirements of Employer's Standard NWS 1494 Revision 4 "Fire prevention and protection of Contractor's premises on Engineering Sites" and of Site Regulations pertaining to fire protection.

**Environmental controls, fauna & flora**

N/A

**Cooperating with and obtaining acceptance of Others**

N/A

**Records of *Contractor's* Equipment**

N/A

**Equipment provided by the *Employer***

- Mobile crane and riggers
- Scaffolding

## Site services and facilities

### Provided by the *Employer*

- Electricity at no charge, available at existing points of connection, both 220V AC and 380V 3-phase supply.
- The Employer does not guarantee continuity of supply and no claims for standing time as a result of power failures will be considered.
- Any electrical equipment or appliance used by the *Contractor* conforms to the applicable South African safety standards and maintained in safe and proper working condition.
- The Employer has the right to stop the *Contractor*'s use of any electrical equipment or appliance, which in the Employer's opinion does not conform to the foregoing.
- In order to comply with the Electrical Installation Regulations under the Occupational Health and Safety Act, no 85 of 1993 the following requirements are met. Before the supply is energized, the *Contractor* must be in possession of a valid certificate of compliance for the applicable installation. The *Contractor*'s electrical installation is inspected and tested by an accredited person to ensure that it complies with the requirements of the Occupational Health and Safety Act, 1993 and the code of Practice for wiring of premises, SABS 0142. After certificate of compliance is obtained, the Employer inspects the electrical installation and if satisfied, it is connected and supplied from the construction power supply.
- **Warning:** Phase rotation may change during a power supply break. The *Contractor* checks rotation of their equipment before recommencing of work.
- Potable water at no charge, available at existing points of connection.
- Toilet facilities at no charge, available at existing facilities.
- Should the *Contractor* qualify for a site, the Employer will provide a site within the premises of the Power Station for the *Contractor* to establish himself for the execution of the works. The Project Manager together with the Site Manager will allocate a site to the *Contractor*. A site close to the connection points of the above services cannot be guaranteed.

### • Security

- Temporary entrance permits are issued to contractors who are on site for less than 3 months. Names and Identity Numbers are required seven working days before the contract starts. Photo copies of Identity documents are also required. This must be arranged with the Project Manager. Lost permits will be paid for by the Contractor to Protective Services at a cost of R30-00 per lost permit. All permits need to be returned to Security or the Project Manager upon completion of the contract.
- Only work vehicles with an approved permit will be allowed on site. These vehicles are to be in a serviceable condition and road worthy. Temporary vehicle permits are issued to contractors who are on site for less than 3 months. This must be arranged with the Project Manager.
- No private vehicles will be allowed on site without a temporary permit.
- Arrangements must be made with the Project Manager well in advance to allow sub-contractors and visitors onto site.
- To bring cameras and cell phones with cameras on site, permission has to be obtained from the Power Station Manager, using the standard application forms for cameras. This must be arranged with the Project Manager. No firearms, weapons, alcohol and illegal substances are permitted on site.
- No "Private Work" is carried out for or on behalf of any Employer Employee. Any person suspected of being under the influence of alcohol is tested and if proved positive, is refused entry to the security area. Only authorized persons are permitted to enter Red Zone areas.
- The transport of any equipment onto the site must be declared and documented at Protective Services in order to facilitate the future removal thereof. Pro-active comprehensive listing of all tools and equipment brought to Matimba will considerably speed up entrance to the power station.

### Provided by the *Contractor*

- Transportation
- All health and safety equipment, as per OHS Act 85 of 1993, Matimba Power Station safety policy and Safety Health and Environmental (SHE) – system requirements, which is obtainable from the Safety Officer.
- Accommodation is for the Contractor's own account.
- All tools and consumables must be provided by the Contractor for the works.
- All workshop machinery must be provided by the Contractor for the works.
- All office equipment and stationery must be provided by the Contractor for the works.
- Telephone bills will be paid by the Contractor.
- The Contractor must provide working procedures for each activity to the service manager at least 2 weeks prior to starting before work may proceed. This procedure will include "Safe working procedures".
- The Contractor must provide all the consumable material needed for the works. The safeguarding, care and security of all equipment and materials while the Contractor is performing the works is the responsibility of the Contractor.
- The contract is responsible for transport and offloading of all materials to and from site.
- If the Contractor uses portable two-way radios, the Service manager must approve the type and make.
- Attendance of any project/maintenance meetings is compulsory for the Contractor.
- At least one person in the service of the Contractor shall be certified competent to inspect scaffolding needed by the Contractor for the works. Certificates as proof of this will be handed to the Service manager after contract award before the starting date.
- All redundant Contractors' material must be moved to allocated sites. No scrap shall be stored in the Contractor's yard. Scrap must be cleared of site daily.
- The Contractor will provide a typical quality program with his tender that is in accordance with ISO 9002.

### Control of noise, dust, water and waste

State requirements, if any.

### Hook ups to existing works

N/A

### Tests and inspections

#### Description of tests and inspections

N/A

#### Materials facilities and samples for tests and inspections

N/A

## List of drawings

## **Drawings issued by the *Employer***

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