



## NEC3 Term Service Contract (TSC3)

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

**and**  
**(Reg No. \_\_\_\_\_ )**

**for** Provision of Facilities Management (Non-technical) of Cleaning  
Services, Hygiene Equipment Installation and Hygiene  
Consumables Delivery at Highveld Zones

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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 Facilities Management (Non-technical) Cleaning, Hygiene, Deep cleaning and Supply of Consumables Services to Eskom Property Management Highveld Zone buildings adds up to a total size of approximately **26587m²**.

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.

		<b>CLEANING SERVICES</b>	
Options A	<b>Highveld Zone</b>	Cleaning services <b>Highveld Zone</b> – The offered total of the Prices exclusive of VAT is	<b>R</b>
		Sub total	<b>R</b>
		Value Added Tax @ 15% is	<b>R</b>
		The offered total of the amount due inclusive of VAT is <sup>1</sup> (in words)	<b>R</b>

<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*.

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:

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

for the  
Employer

**Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company  
incorporated in terms of the company laws of the Republic of South Africa**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

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

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

### For the tenderer:

### For the Employer

Signature

Name

Capacity

On behalf  
of

(Insert name and address of organisation)

**Eskom Holdings SOC Ltd (reg no:  
2002/015527/30), a state owned company  
incorporated in terms of the company  
laws of the Republic of South Africa**




(Insert name and address of organisation)

Name &  
signature  
of witness

Date

## C1.2 TSC3 Contract Data

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		<b>A: Priced contract with price list</b>
	dispute resolution Option and secondary Options	<b>W1: Dispute resolution procedure</b>
		<b>X1: Price adjustment for inflation</b>
		<b>X2 Changes in the law</b>
		<b>X17: Low service damages</b>
		<b>X18: Limitation of liability</b>
		<b>X19: Task Order</b>
		<b>Z: 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>
10.1	The <i>Service Manager</i> is (name):	
	Address	<b>Eskom Park, Watermeyer Street, Witbank, 1035</b>
	Tel	
	e-mail	
11.2(2)	The Affected Property is	<b>Highveld Zone Buildings in the Mpumalanga Operating Unit</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)

11.2(13)	The <i>service</i> is	Provision of Facilities Management (Non-technical) Cleaning, Hygiene, Deep cleaning and Supply of Consumables Services to Eskom Property Management Highveld Zone buildings adds up to a total size of approximately <b>26587m<sup>2</sup></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>10 working days</b>
2	<b>The <i>Contractor's</i> main responsibilities</b>	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	<b>One (1) weeks of the Contract Date</b>
3	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>TBC</b>
30.1	The <i>service period</i> is	<b>60 months</b>
4	<b>Testing and defects</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
5	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>between the 15th 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 after submission of invoices.</b>
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and  (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question



		then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
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	N/A
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	as stated for "Format TSC3" 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> (See Annexure A for basic guidance).
83.1	The <i>Employer</i> provides these additional insurances	as stated for "Format TSC3" 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> (See Annexure A for basic guidance)
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on <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>
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their	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

	employment in connection with this contract for any one event is:	the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands).		
<b>9</b>	<b>Termination</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>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	Three (3) weeks.		
<b>11</b>	<b>Data for Option W1</b>			
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 <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).		
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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) 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			
	- if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
<b>12</b>	<b>Data for secondary Option clauses</b>			
<b>X1</b>	<b>Price adjustment for inflation</b>	Unregulated rates will be fixed and firm for the first 12 months of the contract. At the anniversary date of the contract the prices will be adjusted in accordance with the published (CPI) INDICES and the Bargaining council.		
X1.1	The <i>base date</i> for indices is			
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by

	1.Labour	0.85	Table C(3)a – (All Hourly Paid)	Seifsa
		0.15	non-adjustable	
	2.Hygine Consumables, Cleaning Consumables	0.85	Table D4 - (CPI)	Seifsa
		0.15	non-adjustable	
		1.00		
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X17	Low service damages			
X17.1	R500.00 per day			
X18	Limitation of liability			
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)		
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on <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>		
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"> <li>the total of the Prices at the Contract Date and</li> <li>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/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> </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	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		

		<p><b>contract for</b></p> <ul style="list-style-type: none"> <li>• Defects due to his design, plan and specification,</li> <li>• Defects due to manufacture and fabrication outside the Affected Property,</li> <li>• loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</li> <li>• death of or injury to a person and</li> <li>• infringement of an intellectual property right.</li> </ul>
X18.5	The <i>end of liability date</i> is	<b>1(One) month after the end of the <i>service period</i>.</b>
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>Two working days of receiving the Task Order</b>
<b>Z</b>	<b>The <i>additional conditions of contract</i> are</b>	<b>Z1 to Z11 always apply.</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.

**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*

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	<b>0%</b> <b>0%</b>
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:	<b>To be submitted to the Service Manager</b>
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**

<b>A</b>	<b>Priced contract with price list</b>
11.2(12)	The <i>price list</i> is in
11.2(19)	The tendered total of the Prices is <b>R</b>

## PART 2: PRICING DATA

### TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	
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:

<b>Identified and defined terms</b>	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.

The following appendixes are attached which the Contractor is expected to complete to justifying his rate under Cleaning Services and Gardening Service

#### **Cleaning Services:**

- **Cleaning Services – Appendix F**

The above appendixes should be submitted with the Contractor's offer. The Contractor may alter the appendixes to suit his rate justification.

## C2.2 the *price list*

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

**Mandatory for evaluation and should be fully completed, signed and submitted with this tender where applicable. Failure to submit will render your tender non-responsive and will be disqualified.**

**Tenderers have options to price on the preferred zone. Failure to price on the preferred zone fully will render your tender non-responsive and will be disqualified for that specific zone.**

**All prices must also be submitted in soft copy (Ms Excel format) identical to the hard copy tender. This can be in a CD or Flash Drive / Memory Stick and clearly marked.**

**NOTE: Soft Copy is not the substitute for hard copies, and hard copies takes precedence over soft copies. As a result, it is important to ensure accuracy of all hard copies. If hard copies are not delivered the supplier will be deemed non-responsive and they will be disqualified.**

## PRICE LIST –Highveld Zone

### LABOUR

<b>Cleaners: Highveld Zone</b>			
<b>Site Name</b>	<b>Cleaners</b>		
<b>Highveld Zone</b>	<b>42</b>		
<b>TOTAL</b>	<b>42</b>		
<b>COST PER CLEANER</b>			
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>R</b>
<b>Total cost: labour per employee</b>	<b>Labour Costs (Cleaner)</b>	<b>42</b>	
1	Basic Salary	Each	R
2	UIF	Each	R
3	Provident fund	Each	R
4	COID	Each	R
6	Uniform/PPE	Each	R
<b>Total Cost: Other</b>	<b>Reliver</b>	<b>Item</b>	
<b>Total cost: overheads</b>			
9	Admin cost		R
10	Cleaning Equipment (industrial vacuum cleaner, buckets & mops, broom, etc)		R
<b>Tendered total cost per month per worker</b>			R
<b>Corrected total cost per month per worker</b>			R
<b>Total cost of labour @ 42 workers p/m</b>			R
<b>Total cost of labour @ 42 workers p/a</b>			R

Site Name	Supervisors		
Highveld Zone	1		
<b>TOTAL</b>	<b>1</b>		
<b>Total cost: labour per employee</b>	<b>Labour Costs (Supervisor)</b>	<b>1</b>	<b>R</b>
1	Basic Salary	Each	R
2	UIF	Each	R
3	Provident fund	Each	R
4	COID	Each	R
5	Uniform/PPE	Each	R
<b>Total cost: overheads</b>			
6	Admin cost		R
<b>Tendered Total cost per month per worker</b>			R
<b>Total cost of labour @ 1 workers p/m</b>			R
<b>Total cost of labour @ 1 workers p/a</b>			R

COST PER SAFETY OFFICER			
Zone Name: Highveld Zone			
Item	Description	Unit	
<b>Total cost: labour per employee</b>	<b>Labour Costs (Safety officer)</b>	<b>1</b>	<b>R</b>
1	Basic Salary	Each	R
2	UIF	Each	R
3	Provident fund	Each	R
4	COID	Each	R
5	Uniform/PPE	Each	R
<b>Total cost: overheads</b>			
6	Admin cost		R
<b>Tendered Total cost per month per worker</b>			R
<b>Total cost of labour @ 1 workers p/m</b>			R
<b>Total cost of labour @ 1 workers p/a</b>			R

LIST OF HYGIENE EQUIPMENT				
	Zone Name :Highveld Zone			
	Once off Installation			
Item	Description	Quantity	RENTALS	Total
	LIST OF CLEANING EQUIPMENT			
1	Paper towel dispenser	242	R	R
2	Paper towel wall bin	233	R	R
3	TR3 Toilet Roll Holder	275	R	R
4	Soap Dispenser	135	R	R
5	SHE Bins (Weekly) Removal	110	R	R
6	Seat sanitizer Dispenser	275	R	R
7	SHE packet dispenser	110	R	R
8	Aerosol spray Dispenser (Antitheft Bracket)	188	R	R
9	Urinal Drip Dispenser	391	R	R
10	Hand sanitizer Dispenser	142	R	R
Total cost :once off purchase			R	R

LIST OF HYGIENE CONSUMABLES PRODUCTS					
	Zone Name:Highveld Zone				
	Every month				
Item	Description	Quantity	Unit	Rate	Total
	LIST OF CLEANING CONSUMABLES				
1	Paper towel 150mm x 1500m	280		R	R
3	2 Ply Toilet Paper (48 Pack) 350 Sheets	150		R	R
4	Hand Soap 1l	70		R	R
5	SHE Bins (Weekly Removal)	184		R	R
6	Seat sanitizer 1l	150		R	R
7	SHE packet (50 per pack)	50		R	R
8	Aerosol spray 250ml	300		R	R
9	Urinal Drip (300 to 500ml)	500		R	R
10	Hand sanitizer 1l	100		R	R
Total cost for every month				R	R

	<b>Zone Name :Highveld Zone</b>			
	<b>Every month</b>			
<b>Item</b>	<b>Description</b>	<b>Quantity</b>		<b>Total</b>
	<b>LIST OF CLEANING CONSUMABLES</b>			
1	Dishwashing liquid soap 25l	30	R	R
2	Bleach 25l	25	R	R
3	Pine gel 25l	25	R	R
4	furniture Polish cans 750ml	46	R	R
5	Multi Purpose Cleaner 25l	25	R	R
6	Toilet Bowl Cleaner 5x5	25	R	R
7	Deodorant Block 5KG	5	R	R
8	Stripping Chemical 25l	1	R	R
9	Pee Mats each	120	R	R
<b>Total cost for every months</b>			R	R
<b>Total cost for 12 months</b>			R	R

**HIGH LEVEL CLEANING TOILETS AND KITCHENS: (Upon instruction from Contracts manager/ Supervisor)**

<b>Highveld</b>					
<b>Item</b>		<b>Quantities</b>	<b>Service Intervals</b>	<b>Rate</b>	<b>Total</b>
Deep cleaning of toilets and urinals		560	1	R	R
Cleaning of basins in kitchens and bathrooms		208	1	R	R
<b>Total a year</b>				R	R

## PART 3: SCOPE OF WORK

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



	Total number of pages	3

## **C3.1: EMPLOYER'S SERVICE INFORMATION**

### **1. Description of the service**

#### **1.1. Executive overview**

- 1.2.** The purpose of this contract is to appoint a suitable qualified Contractor for the Provision of Facilities Management (Non-technical) Cleaning Services to Eskom Property Management Highveld Zone. The Highveld Zone buildings adds up to a total size of approximately **26587m<sup>2</sup>**.

#### **1.2 Employer's requirements for the service**

##### **1.2.1 Offices**

The scope includes (but not limited to) the provision of the following facilities management services:

- Cleaning Services
- Hygiene, Deep cleaning and Supply of Consumables

The Contractor shall provide all labour, supervision, administration and management, equipment, tools, supplies and material required to perform the facilities management services specified herein.

##### **1.2.2 Hospitality areas**

- Cleaning services in the offices, workshops, houses, medical centre and conference centre facilities.
- Hygiene, Deep cleaning and Supply of Consumables in ALL Lowveld Zone buildings and conference facilities.

#### **1.3 Detailed description of the service for Offices**

##### **1.3.1 Office Cleaning Services**

- 1.3.2** The listed facilities are current Eskom facilities that will require the Cleaning, Hygiene and Supply of Consumable Services (Non-Technical services), however the tenderer are to be informed that the below areas are subject to change. Any additional /exclusion shall be communicated in writing following the procurement process. Tenderers are advised to visit the site prior tendering to ascertain the cleaning and gardening scope involved.

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

- Reception Areas
- Passages
- Offices Areas
- Toilets
- Pause areas
- Boardrooms
- Conference Centers (Venues, Syndicates and Auditoriums)
- Training Centers

- Storerooms
- Garages
- Workshops

### 1.3.3.1 Areas to be cleaned daily

#### Highveld Zone:

Sector		Location	Square Meters
Nkangala	<i>Middelburg CNC</i>	Makometsane CNC	
		Zamekomst CNC	
		Siyabuswa HUB	300
		Elandsdoorn CNC	
		Middelburg Offices	5306
		Middelburg RDC	
		Middelburg Security	
		Middelburg CNC	
		Hendrina CNC	
		Machado CNC	466
Badplaas	Ermelo CNC	Bethal CNC	1333
		Bethal HUB	
		Ermelo CNC	2206
		Ermelo Live work	
		Ermelo CPM Offices	
		Carolina CNC	243
		Badplaas CNC	309.4
		Eerstehoek CNC/Elukwatini	337 & 250
		Mayflower CNC	166.5
Secunda Sector	Wildebees CNC	Wildebees CNC	1248
		Standerton CNC	385
		Leslie CNC	
		Volkrust CNC + Hub	500 & 250
		Grootvlei CNC Building 1 & Building 2	78 & 160
		Piet Retief CNC + Hub	714
Northern Highveld	Emalahleni	Kwaggafontein CNC + HUB	2078
		Delmas CNC	2400
		8 Smuts	2381
		10 Smuts	1000
		Duvha TXDX Building	
		Grootpan Ogies	

### **Medical Center**

#### **Highveld: Middleburg**

Reception area	1
Pause area	1
Examination room	1
Offices	2
Filling cabinet room	2
Passages	1
Ablution Facility /Rest rooms	2
Storerooms	2

### **1.3.1.2 Cleaning tasks**

#### **1.3.1.2.1 Toilets**

*N.B. Toilets are a critical aspect of this contract; therefore, special attention needs to be taken in the care thereof.)*

- All toilets to be always kept clean, and disinfection to be applied after each cleaning.
- Consistent replenishing of toilet paper, liquid hand soap, toilet wipes and hand paper towels etc.
- Floors and walls to be cleaned with a fungicide solution.
- Basins, Urinals and Bowls and Fittings to be cleaned and disinfected.
- Inspection intervals every two hours for Offices and hourly for Conference centers and recorded.
- Defects to be reported and attended to immediately.
- All dispensers to be kept always filled up.
- Toilet paper to always be available.
- All frequently touched points to be disinfected regularly (very two hours and hourly for Conference centers)
- All cleaning and maintaining of toilets shall be carried out daily.

#### **1.1.1.1.1 Offices and all areas**

- Clean and disinfect all frequently touched points (Every two hours)
  - Shared offices
  - Printer rooms
  - Staircases
- Clean desks, tables, chairs, cupboards, etc. (Daily)
- Flooring cleaning (all types of flooring) (Daily)
- Wipe dirty walls
- Spot clean and empty bins - (Every two hours)
- Fire extinguishers to be dusted daily

#### **1.1.1.1.2 All common outside areas and parking**

- Pick up and dispose of all litter.
- Empty all waste receptacles.
- Drains to be kept clean and clear of debris.
- Degrease oil spots.
- Dust and wipe exposed pipework with damp cloth.
- All cleaning and maintaining of these areas shall be carried out in accordance with SABS Standards (SABS0180)

#### **1.1.1.1.3 Window cleaning**

- External and internal windows require daily cleaning, including windowsills within body reach.
- Contractor to provide high window cleaning services up to 10m height on as and when required basis (certificate for working at height is required).

#### **1.1.1.1.4 Perspex screens (Covid-19 protection) if any**

- Clean with care
- Only use fresh water, product friendly detergent & disinfectant and apply with colour coded microfiber cloths.

**Location and number of the Perspex screens** (location and number may increase or decrease during the course of the contract period):

##### **Highveld**

<b>Area</b>	<b>No.</b>
Office Buildings	50
Houses	10
Workshops	10
Security	10
Conference Centre	3

#### **1.1.1.1.5 Outside ledges/parapets**

- Pick up and dispose of all litter.
- Wash to remove bird droppings and disinfect.
- Safe working procedures to be adhered to (equipment to be provided by contractors).

#### **1.1.1.1.6 Floors**

- All floors to be kept clean and maintained according to different floor finishes in a correct and acceptable manner as not to damage the floors.
- Pick up and dispose of all litter continuously during the day.
- All cleaning and maintaining of these areas shall be carried out in accordance with SABS Standards (SABS0180).
- All polish used to be of non-slip type.
- Marmoleum to be cleaned and spray buffed daily, using a slow speed single disc buff machine.

#### **1.1.1.1.7 Carpets**

- Vacuumed every morning.
- Spot clean as and when necessary.

#### **1.1.1.1.8 Waste disposal**

- Empty and sanitize bins.
- Remove rubbish to designated waste area on site with suitable vehicle/transport.
- Trolleys to be cleaned and kept in the contractor storeroom.

#### **1.1.1.1.9 Locked offices**

- All closed offices to be cleaned during the day.

#### **1.1.1.1.10 Pause areas**

- All containers (Tea, Coffee, sugar and Milk) are to be kept filled with ingredients. **3x times daily**. Ingredients to be provided by Eskom .
- Collect food and beverages from canteen and deliver to boardrooms/meetings/courses to assist disabled delegates or office residents. **As required. No food allowed to the board rooms as per Eskom compliance standard.**
- Wash Eskom crockery and glassware, dishes during the day and after lunches and clean and tidy the kitchen. (Kitchens to be always tidied).
- Responsible for ingredients and crockery issued to them.
- Ingredients to be placed in locked areas after hours.
- Kitchens and equipment to be always kept clean and neat - (Daily check list - morning and afternoon)
- Kitchen cupboards to be emptied and properly cleaned/washed and tidied **(once a week)**.
- Fridges to be wiped **(daily)** properly cleaned with disinfectant **(weekly)** and defrosted **(once a month)**.
- Microwave ovens to be properly cleaned **(daily)**.
- Cutlery drawer to be cleaned **(daily)**.
- All washcloths and towels to be always kept clean and hygienic **(daily)**.
- Bins – empty bins regularly **(3 to 4 times a day)** and replace refuse bags **(As needed)**.

#### **1.1.1.1.11 Entrances**

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

#### **1.1.1.1.12 Posters**

- The site has posters (such as Covid-19 posters) placed in all the buildings on walls, doors, bins, etc. The Contractor is expected to ensure that the posters are intact to their respective surfaces in the following manner:
  - Property aligned, if they are skewed, make them straight.
  - Re-fix fallen posters to position, using suitable adhesive.

**Report defects, damaged and collected replacement posters from Employer's representative and place them as directed by Employer's representative.**

#### **1.1.1.1.13 Incidental cleaning**

- All accidental and unforeseen occurrences to be attended immediately.
- Availability to clean for functions and special occupations on request by the Employer.

#### **1.1.1.1.14 Cleaning chemicals**

- SABS approved and environment friendly chemicals.
- Chemical Material Safety Data Sheets and SABS certificates to be submitted for all chemicals used by the contractor.
- Approved dilution ratio's to be adhered to.
- Chemicals to be approved & verified by ERE representative before use.
- Any change of chemicals must be communicated to ERE representative and approved before use.

- Use chemicals with unobtrusive and pleasant fragrance.

#### **1.1.1.1.15 Toilet tissue paper double ply**

- SABS approved, minimum 20 gram, white 350 sheets per 2ply roll.
- 8400 rolls per month estimated at full operating capacity.
- Supplied and replenished by Contractor.

#### **1.1.1.2 Types of cleaning work to be expected**

##### **1.1.1.2.1 General surfaces requiring cleaning and disinfection**

- Vinyl floors
- Marmoleum
- Stone Floors
- Ceramic tile floors
- Concrete floors
- Granite floors
- Polyurethane flooring
- Telephones
- Glass windows and doors
- Office bins
- Lifts and Lobbies
- Escalators and landings
- Entrance Mat Wells (vacuum)
- Picture frames and glass
- Furniture
- Light switches
- Carpets and Rugs (vacuum)
- Door handles
- Tables and Chairs
- Perspex screens at reception and tea serving points.
- Painted and tiled walls
- Door louvres
- Stair's handrails

##### **1.1.1.2.2 Fire escapes**

- Internal & External Handrails
- Landings, treads and rises
- Doors

##### **1.1.1.2.3 Tea and coffee areas**

- Glass doors and windows
- Aluminum railing
- Chrome piping door handles
- Tiled walls
- Stainless Steel Sinks and Taps
- Perspex glasses
- Counters and cupboards

##### **1.1.1.2.4 Toilets**

- Dustbins
- Toilet bowls
- Basins

- Urinals
- Mirrors
- Fittings
- Tiled walls and floors
- Doors and partitions

#### **1.1.1.2.5 Showers and change rooms**

- Metal and Wooden Lockers
- Shower cubicle
- Tap, shower rose and shower head
- Tiled Shower Floor and walls

#### **1.1.1.2.6 Conference centers**

- Tables and chairs
- Reception Area
- White boards
- Couches
- Door and door handles
- Windows
- Fire extinguishers
- Clean emergency exit door routes
- Preparing cutlery and crockery

#### **1.1.1.2.7 Training**

- Proof of training of staff for chemical handling and the use thereof.
- Proof of training of staff for general cleaning and specialized cleaning (i.e. Toilets etc.)
- Proof of Training and Observation Records.
- Proof of Safety training
- Proof of Accredited training service provider
- Proof of Competency of Staff Trained.

**Extensive Covid-19 training must be provided to all staff to ensure that they understand:**

- The virus, how it spreads, the symptoms and how long it survives on surfaces.
- The required sanitization and distancing procedures for themselves, workers and guests.
- The effective use of PPE and what PPE they must use
- How to change into and out of uniforms
- Contactless operations
- All special risk appropriate procedures e.g., shift staggering and dedicated separate shift teams, separation of duties, entry and exit queues and procedures, locker use, canteen use and so on to minimize the risk exposure during changing Covid-19 Alert levels published.

#### **1.1.1.2.8 Toolbox talks**

- Cleaning team to conduct weekly refreshers (of trainings) as part of their toolbox talk.
- Encourage active participation by employees and importance of SHEQ.
- Summary of Safety topics covered must be filed and aligned to Safety plan.
- Attend Eskom Work Stoppage.

#### **1.1.1.2.9 Inspection checklist**

- Inspection sheets to be displayed in predetermined areas (toilets).
- Supervisor to do inspections as per check list and sign off.



- All check lists and Supervisor reports to be submitted each Monday for discussion and actions.

#### **1.1.1.2.10 Uniforms**

- All staff to be issued with minimum uniform as follows:

<b>Items</b>	<b>Sets per year to issue per worker</b>
Appropriate uniform, contractor name branded	2
Safety boots (SABS approved)	2
Socks	4
Jersey , contractor name branded	2
Winter Jacket, contractor name branded	1

- All staff to be clearly identified.

#### **1.3.1.2.2 Covid-19 PPE**

- Wearing of face mask (three layered) is compulsory at all times, have a spare mask readily available.
- Disposable gloves should be worn for all cleaning. Discard after each use.
- Disposable PPE to be replaced as and when required and dispose in the Red bins provided.
- Contractor to provide Covid-19 PPE to their employees.

#### **1.3.1.2.3 Customer survey**

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

**Performance and quality of service will be evaluated on a monthly basis; penalty will apply for poor service as per agreed expectations.**

#### **1.3.1.2.4 Working time**

- Core working times: Shift working will apply between 07:00 and 16:00 Monday - Friday and as and when required by the Employer.
- Weekend (Saturday and Sunday) and Public Holidays work is required on a continuous basis and or as and when required, working times is 7:30am to 14:00.
- Overtime will be required on as and when required basis and working times will be stipulated in the task order.

#### **1.3.1.2.5 Manpower, Cleaning Consumable & Cleaning Equipment Estimation**

***The below quantities are a minimum requirement and the Contractor as a specialist need to allow for sufficient Manpower, Consumables and cleaning equipment to execute the works.***

***The below quantities are estimated requirements for fair price comparison purposes and will not be relevant, as actual occupancy and consumption level will prescribe the required staffing level and quantities for consumables, chemicals and equipment.***

#### **Manpower**

<b>Cleaning Service Skills Required</b>	<b>Highveld Zone</b>
Safety Officer	1
Supervisors	1
Cleaners	42

- Provided proposed full-time personnel structure.  
Proposed operational work schedule to be compiled by the *Contractor* and presented to Eskom for approval upon signature of contract agreement.

#### **Cleaning Consumable List per Month**

##### **General Cleaning Material**

<b>Consumables</b>	<b>Unit of measure</b>	<b>Qty Highveld</b>
Furniture polish cans	750ml	50
Multipurpose Cleaner - Ammodet / Germ guard	Litre	50
Pine Gel	Litre	50
Toilet bowl Cleaner	Litre	50
All-purpose cleaner	Litre	50
Green gloves	EA	50
Yellow gloves	EA	50
Polyspray / Elf spray (Floor polish after stripping)	Litre	1
Antiwx	Litre	1
Clear Bags – packet of 40 bags	EA	50

##### **General Cleaning Equipment List**

<b>Equipment description</b>	<b>Qty</b>
Fully equipped Janitorial/Multifunctional Trolley (including mopping trolley, mop, caution sign, etc.	46
Industrial vacuum cleaner	28
Buff machine	5
Window cleaning toolkit (extender)	3
Strip and seal machine	3
Quick & dry carpet cleaning machine	3

**NB: Cost of equipment to take into account life span of the different equipment**

#### **Tools for Handyman**

- The contractor must provide all Handymen with proper tools for their works, which includes moving of furniture, unscrew and screw tables, wall bins, hygiene dispensers, etc.
- The contractor must ensure all handyman are trained to use all tools supplied to them, certificate of training to be provided to Employer's Representative.
- Daily toolbox talks must be conducted before start of works.

### 1.3.2 Hygiene, Deep Cleaning and Supplying of Consumables

#### 1.3.2.2 Hygiene services

The scope includes servicing of the following hygiene equipment. The Employer will supply the following hygiene equipment.

#### Estimated monthly Hygiene service quantities

#### Highveld Zone Hygiene service Estimated quantities (Dispensers) (Please populate accordingly)

#### Urinal mats

Location	Building m <sup>2</sup>	Toilet paper (TR3)	Seat sanitizer	Hand Towel	SHE packet	SHE Bins	Hand Soap	Aerosol spray	Urinal Drip	Wall bins	Hand sanitizer
8 SMUTS	2381	16	16	23	6	6	5	10	17	23	5
10 SMUTS	1000	16	16	23	6	6	5	10	17	23	5
KWAGGA (HUB)	2078	9	9	9	5	5	7	7	17	9	7
KWAGGA (MHLANGA - CNC)		9	9						17		
KWAGGA (CNC)		9	9						17		
KWAGGA (MOKOBOLE - CNC)		9	9						17		
ELANDSDORIN		9	9	9	5	5	7	7	17	9	7
MIDDELBURG	5306	61	61	30	27	27	30	61	17	30	30
DUVHA		9	9	9	5	5	7	7	17	9	7
HENDRINA		9	9	9	5	5	7	7	17	9	7
ERMELO (CNC) & LIVE WORK	2206	9	9	9	5	5	7	7	17	9	7
ERMELO (HUB)		9	9	9	5	5	7	7	17	9	7
WILDEBEES (CNC)	1248	16	16	23	6	6	5	10	17	23	5
BETHAL (CNC & HUB)	879 & 454	9	9	9	5	5	7	7	17	9	7
LESLIE (CNC)		4	4	6	2	2	4	4	17	6	4
ZAMEKOMSTA (CNC)		9	9	9	5	5	7	7	17	9	7
MAKOMSTANE (CNC)		9	9	9	5	5	7	7	17	9	7
SIYABUSWA (HUB)		9	9	9	5	5	7	7	17	9	7
VOLKSRUST CNC & HUB	500 & 250	7	7	5	4	4	4	4	17	5	4
MACHADO	466	16	16	23	6	6	5	10	17	23	5
DELMAAS	2400	4	4	6	2	2	4	4	17	6	4
BAADPLAAS	309.4	9	9	9	5	5	7	7	17	9	7

CAROLINA	243	9	9	9	5	5	7	7	17	9	7
EERSTEHOEK/ ELUKWATINI (CNC)	337 &250	4	4	6	2	2	4	4	17	6	4
GROOTVLEI Building 1 & Building 2	78 & 160	9	9	9	5	5	7	7	17	9	7
MAYFLOWER	166.5	4	4	6	2	2	4	4	17	6	4
PIET RETIEF	714	4	4	6	2	2	4	4	17	6	4
STANDERTON	385	9	9	9	5	5	7	7	17	9	7
<b>Total</b>	<b>26587</b>	<b>275</b>	<b>275</b>	<b>242</b>	<b>110</b>	<b>110</b>	<b>135</b>	<b>188</b>	<b>391</b>	<b>233</b>	<b>142</b>

Size for refills in dispensers	
Seat sanitizer	365 ml
Hand Soap	1300 ml
Aerosol spray	250 ml
Urinal Drip	360 ml
Hand sanitizer	1000 ml

Covid-19 Red bins

Frequency refills or service All to be serviced monthly with exception of SHE bins, which are serviced weekly.

**List of hygiene equipment to supply and installation on as and when required basis (Task order).  
Upon installation the equipment will remain Eskom's property**

Line item	Product description
1	Aerosol dispensers (Silver)
2	Seat sanitizer dispenser (Silver)
3	Urinal Drip dispenser (Silver)
4	Automatic Hand Soap dispenser (Silver)
5	Toilet Paper holder (TR3) (Silver Steel)
6	Automatic Hand Towel dispenser (Silver)
7	Automatic Hand Sanitizer dispenser (Silver)
8	SHE packets dispenser (Silver)
9	Toilet brush (Silver/White)
10	Disable toilet brush (Silver/White)
11	Wall bin (Silver)
12	Hand Towel dispenser Anti-theft lock (Silver)
13	Hand Sanitizer dispenser Anti-theft lock (Silver)
14	Toilet Paper holder Anti-theft lock (Silver)
15	Aerosol dispensers Anti-theft lock (Silver)

#### 1.1.1.2.11 General requirements

The Occupational Hygiene Monitoring Services will be carried out in all buildings. All Occupational Hygiene surveys to be carried out in accordance with current measuring methodologies and all proposed methods to be confirmed with the Eskom AIA prior to commencement with the surveys, also the survey program reflecting number of samples, exposure groups, methodology and time frames to be submitted for approval prior to commencement:

- Illumination
- Ergonomics
- Ventilation & Indoor Air Quality
- Noise
- And any other occupational hygiene survey deemed necessary as and when required

#### **1.1.1.2.12 Expected deliverables:**

On completion of a survey a comprehensive report should be submitted, the report to include but not limited to:

##### **1.1.1.2.13 Title page**

- Physical Address
- Date
- Title of monitoring
- Employee number and document number of the report
- Surveyor name and Signature
- AIA Occupational Hygienist who verified the report

##### **1.1.1.2.14 Executive summary**

###### **1.1.1.2.14.1 Introduction**

- Purpose of Survey
- Health effects

###### **1.1.1.2.14.2 Process**

- Description of a process in the area measured
- Layout plans attached

###### **1.1.1.2.14.3 Method**

- Describe the methodology used include the legal aspect
- Add equipment used and updated serial numbers
- Measurement taken over time should include time measured
- Calibration information

###### **1.1.1.2.14.4 Results**

- Clear indication and description of results, include plans to indicate sampling position on plans
- Indication and clear description of the location where measurements or sampling was taken
- Indication of areas where problems occurred
- Inclusion of furniture, photos, figures, histograms or other systems of displaying results

###### **1.1.1.2.14.5 Discussion/Remarks**

- Interpretation of results and effects

#### **1.1.1.2.14.6 Recommendations**

- Clear state technical controls versus legal controls only including diagrams of control measures and monitoring system
- Controls to be separated into elimination, engineering, administration and PPE
- Award responsibilities where applicable
- The next date for monitoring

#### **1.1.1.3 Deep Cleaning Services (Quarterly or as required)**

Employer's requirement for the service includes:

##### **1.1.1.3.1 Toilets**

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

##### **1.1.1.3.2 Urinals**

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

##### **1.1.1.3.3 Hand Basins, Showers, Baths and Sinks**

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

##### **1.1.1.3.4 Storerooms and anywhere where there is oil spillage**

- Use oil kits to clean-up oil spillages and grease on floor surfaces

##### **1.1.1.3.5 Carpets**

- Complete deep cleaning of carpets

##### **1.1.1.3.6 Chairs, couches and upholstered office screens**

- Deep cleaning that is quick to dry and keep the same texture of the material

##### **1.1.1.3.7 Tiles**

- Descaling of tiles, walls and floors

##### **1.1.1.3.8 Floor striping**

- Complete floor striping all floor types
- Marmoleum to be striped and sealed

##### **1.1.1.3.9 General**

- Clean and disinfect accessible surfaces of fixtures
- Where possible remove shower drains, traps on urinals and basins, gratings and other parts so the unit can be cleared thoroughly

- Wash all walls, partitions and floors surrounding the units
- High pressure clean all units to flush deposits or growths through the plumbing and into the main line
- Issue a service certificate on completion of the work
- Report all defective plumbing and sanitary fitments

**NB: Deep cleaning to be done quarterly or as and when required. On each deep cleaning completion, deep cleaning certificates must be provided to the Service manager.**

#### **1.1.1.3.10 Estimated quantities for Deep cleaning**

#### **1.1.1.3.11 General requirements**

The Occupational Hygiene Monitoring Services will be carried out in all buildings.

All Occupational Hygiene surveys to be carried out in accordance with current measuring methodologies and all proposed methods to be confirmed with the Eskom AIA prior to commencement with the surveys, also the survey program reflecting number of samples, exposure groups, methodology and time frames to be submitted for approval prior to commencement:

- Illumination
- Ergonomics
- Ventilation & Indoor Air Quality
- Noise
- And any other occupational hygiene survey deemed necessary as and when required

#### **1.1.1.3.12 Expected deliverables:**

On completion of a survey a comprehensive report should be submitted, the report to include but not limited to:

#### **1.1.1.3.13 Title page**

- Physical Address
- Date
- Title of monitoring
- Employee number and document number of the report
- Surveyor name and Signature
- AIA Occupational Hygienist who verified the report

#### **1.1.1.3.14 Executive summary**

##### **1.1.1.3.14.1 Introduction**

- Purpose of Survey
- Health effects

##### **1.1.1.3.14.2 Process**

- Description of a process in the area measured
- Layout plans attached

##### **1.1.1.3.14.3 Method**

- Describe the methodology used include the legal aspect
- Add equipment used and updated serial numbers
- Measurement taken over time should include time measured

- Calibration information

#### **1.1.1.3.14.4 Results**

- Clear indication and description of results, include plans to indicate sampling position on plans
- Indication and clear description of the location where measurements or sampling was taken
- Indication of areas where problems occurred
- Inclusion of furniture, photos, figures, histograms or other systems of displaying results

#### **1.1.1.3.14.5 Discussion/Remarks**

- Interpretation of results and effects

#### **1.1.1.3.14.6 Recommendations**

- Clear state technical controls versus legal controls only including diagrams of control measures and monitoring system
- Controls to be separated into elimination, engineering, administration and PPE
- Award responsibilities where applicable
- The next date for monitoring

#### **1.1.1.4 Deep Cleaning Services (Quarterly or as required)**

Employer's requirement for the service includes:

##### **1.1.1.4.1 Toilets**

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

##### **1.1.1.4.2 Urinals**

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

##### **1.1.1.4.3 Hand Basins, Showers, Baths and Sinks**

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

##### **1.1.1.4.4 Storerooms and anywhere where there is oil spillage**

- Use oil kits to clean-up oil spillages and grease on floor surfaces

##### **1.1.1.4.5 Carpets**

- Complete deep cleaning of carpets

##### **1.1.1.4.6 Chairs, couches and upholstered office screens**

- Deep cleaning that is quick to dry and keep the same texture of the material



#### 1.1.1.4.7 Tiles

- Descaling of tiles, walls and floors

#### 1.1.1.4.8 Floor striping

- Complete floor striping all floor types
- Marmoleum to be striped and sealed

#### 1.1.1.4.9 General

- Clean and disinfect accessible surfaces of fixtures
- Where possible remove shower drains, traps on urinals and basins, gratings and other parts so the unit can be cleared thoroughly
- Wash all walls, partitions and floors surrounding the units
- High pressure clean all units to flush deposits or growths through the plumbing and into the main line
- Issue a service certificate on completion of the work
- Report all defective plumbing and sanitary fitments

**NB: Deep cleaning to be done quarterly or as and when required. On each deep cleaning completion, deep cleaning certificates must be provided to the Service manager.**

#### 1.3.2.2.1 Estimated quantities for Deep cleaning

##### Highveld Zone Deep Cleaning Estimated quantities

Location	Building m <sup>2</sup>	Estimated carpet floor	Estimated no. of Office chairs	Toilets	Basins	Urinals	Shower	Bath	Sink
8 SMUTS	2381		63	9	9	5	0	0	3
10 SMUTS	1000			14	13	4	0	0	4
KWAGGA (HUB)	2078		37	2	2	0	0	0	2
KWAGGA (MHLANGA - CNC)			35	4	5	2	3	0	1
KWAGGA (CNC)			56	4	4	2	2	0	1
KWAGGA (MOKOBOLE - CNC)			29	3	3	2	3	0	1
ELANDSDORIN			56	6	4	2	3	0	2
MIDDELBURG	5306		599	33	29	12	10	0	13
DUVHA			74	6	7	7	2	0	3
HENDRINA									
ERMELO (CNC) & LIVE WORK	2206		81	8	9	5	5	0	3
ERMELO (HUB)			77	7	3	1	0	0	2
WILDEBEES (CNC)	1248		80	10	3	2	2	0	1
BETHAL (CNC & HUB)	879 & 454		42	6	8	3	2	1	2
LESLIE (CNC)			47	3	3	2	1	0	1
ZAMEKOMSTA (CNC)			30	7	6	2	2	0	1
MAKOMSTANE (CNC)			37	6	5	2	2	0	1

SIYABUSWA (HUB)			35	5	3	1	0	0	1
VOLKSRUST CNC & HUB	500 & 250		40	7	7	2	2	0	2
MACHADO	466			3	3	1	0	0	1
DELMAAS	2400		55	4	3	0	1	0	1
BAADPLAAS	309.4		60	5	8	4	3	0	2
CAROLINA	243		47	5	3	2	1	0	1
EERSTEHOEK/ ELUKWATINI (CNC)	337 & 250		57	4	2	0	0	0	1
GROOTVLEI Building 1 & Building 2	78 & 160		42	5	4	1	0	0	1
MAYFLOWER	166.5		39	4	2	0	1	0	1
PIET RETIEF	714		64	4	4	3	3	0	3
STANDERTON	385		43	8	7	6	6	0	2
<b>Total</b>	<b>26587</b>		<b>1745</b>	<b>169</b>	<b>153</b>	<b>70</b>	<b>52</b>	<b>1</b>	<b>55</b>

Estimated no. of 1 Seater couches	2
Estimated no. of 2 Seater couches	3

**Note:** Tenderers to indicate the Zone Tendering for on the first page of the NEC document.

## 1.2 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, where necessary 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 always be 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	Various Areas	Employer and Contractor
Risk management meeting	Monthly	Various Areas	Employer and Contractor
Overall contract progress meeting	Monthly	Various Areas	Employer and Contractor
Safety, health, environmental and quality meeting	Monthly	Various Areas	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 keeps up to date organogramme on site showing his people and their lines of authority / communication.
- The Contractor keeps a daily attendance register, which must be signed off by the Contractor on monthly basis and filed for audit purposes.
- **Annual\Sick\Maternity\Family responsibility leave:**
  - When a staff member is off sick or on leave, **Contractor must arrange for reliever**, which will be paid by the Contractor and not the employee who is on leave.
  - Payment for the reliever will be for the Contractor and not the employee who is on leave.
- **Absence:**
  - When a staff member is absent, Contractor must arrange for reliever, which will be paid by the Contractor and not the employee who is absent.
- **Employee Salaries:**
  - Salaries of all the contractor staff must be in their bank accounts on the last working day of the month. Non-compliance will be considered as breach of contract.
  - A provision for contingency funds by the contractor to cover for employees salaries in an event there is a delay in Eskom payments.
  - No bonuses will be paid to a contractor.
  - Salaries and bonuses paid to the workers must be in accordance with the minimum prescribed wages as per the Labour Relations Act.
  - Payslips for each employee is compulsory and it must be according to the labour law standards.

- **Job Output:**
  - Every worker must have a job output describing in detail all duties to be performed by that person every day. The working hours, coffee/tea breaks, etc. must also be included in this job output.
  - The Contractor staff may not do any private jobs for Eskom employees, such as washing cars, doing shopping, acting as messengers, etc. during working hours. A Non-Conformance will be issued to the contractor if employee does not adhere to the above.
  - No alcohol, fire arms, knives and other life threatening objects are allowed on the Eskom premises.
- **Contractor's responsibility:**
  - In the execution of his duties, it is expected of the supplier to comply with Eskom Distribution Standard entitles Occupational Health Contractors Reference ESKASAAP4 (Rev1) (copy available on request).
  - The Contractor must comply with the Occupational Health and Safety Act and Compensation of Occupational Injuries and Safety Act and Compensation of occupational Injuries and Diseases Act.
  - The prices quoted by the Contractor will be revised each year according to the Option X1.
  - All the supplier's employees must be registered for UIF, Provident Fund and Workman's Compensation.
  - Induction is compulsory and will be done yearly by Eskom, but the Contractor will be liable for transport to the venue.
  - Yearly medicals are compulsory and proof must be handed in.
- **UNIFORMS AND PROTECTIVE CLOTHING**
  - The contractor will supply all his staff with clothing of uniform colour and styles, clearly marked with the Company's name:
  - The Contractor must provide 2 sets of 2 piece overalls each year.
  - The Contractor must provide two pairs of safety shoes- Steel tip, close top SABS approved with rubber sole- NO SLIP-ON'S each year.
  - The Contractor must provide two jerseys and two dry mac's for rainy and winter seasons.
  - It is the Contractor's responsibility to maintain the clothing in a neat, tidy and clean condition at all times.
  - All uniforms are to be replaced as and when necessary. This does not mean only at the beginning of each financial year.
  - All machine operators will be equipped with safety helmets, eye and ear protectors and safety boots.
  - The Contractor shall ensure that all staff members are wearing the correct uniform at all times whilst on site.
  - Head gear/hats will be standardized and shall be considered part of the staff member uniform. However, hats are not required to be worn at all times.

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

## **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 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:  
Eskom Holdings SOC Ltd  
Group Capital Division  
Eskom Real Estate  
Megawatt Park Maxwell Drive Sunninghill Sandton  
PO Box 1091 Johannesburg 2000, SA

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;

## **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 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**

N/A

### **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 in terms of Task Order (refer to attached Annexure A).

## **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 guarantees 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:

- Electricity.
- Water supply; and
- Sanitary Services.





Starting date	[•]	
Completion Date	[•]	
Delay damages per week	[•]	
Please submit your price and programme proposals below.		
Signed:		Date
(for <i>Employer</i> )		
<div style="display: flex; justify-content: space-between;"> <div>Total of Prices for items of work on the Price List (details attached)</div> <div>R. _____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Total of Prices for items of work not on the Price List (details attached).</div> <div>R. _____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Total of the Prices for this Task Order</div> <div>R. _____</div> </div>		
<div style="display: flex; justify-content: space-between;"> <div>The programme for the Task is</div> <div>..... [ref] (attached)</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Signed:</div> <div>Date</div> </div> <div style="text-align: center; padding-top: 10px;">(for <i>Contractor</i>)</div>		
<div style="display: flex; justify-content: space-between;"> <div>I accept the above price and programme and instruct you to carry out the Task</div> <div></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Signed:</div> <div>Date:</div> </div> <div style="text-align: center; padding-top: 10px;">(for <i>Employer</i>)</div>		

### 1.3. Provision of bonds and guarantees

N/A

### 1.4. Documentation control

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

### 1.5. 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.

Each invoice shall contain the following information:

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

- The contract number and title;
- Purchase order number;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- *Employer's* name should be stated **Eskom Holdings SOC Limited**
- 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)

## Electronic submission of invoices via e-mail:

### Details on how to submit invoices and additional information:

- Ensure that the Eskom order number is clearly indicated on your invoice together with the line number on the order you are billing for.
- All Electronic invoices must be sent in PDF format only.
- Each PDF file should contain one invoice; or one debit note; or one credit note only as Eskom's SAP system does not support more than one PDF being linked into workflow at a time.
- **Only one PDF file per email. (one invoice or debit note or credit note)**
- Send all invoices in PDF straight from your system to an Eskom email address (see email addresses below)
- For Foreign invoices, suppliers will still be required to physically deliver hard copies of original documents to the respective documentation management centers even though you have e-mailed those invoices (**Eskom is still seeking clarity from the South African Reserve Bank regarding e-invoicing for Foreign Invoices or invoices in foreign currency. Current requirements are that these manual invoices should still be submitted. You can send the invoice copy to the email addresses indicated below**).
- **Please ensure that you comply with the tax Requirement for submitting invoices electronically.**
- If there is Cost Price Adjustment (CPA) on your invoice we recommend that you issue a separate invoice for CPA so that if there are any issues on the CPA the rest of the invoice can be paid while resolving the CPA issues.
- Introduction of electronic invoicing does not guarantee payment but will ensure visibility of all invoices and ensure that no invoices get lost. If the goods receipt is not done the invoice will be parked and the system will automatically send an e-mail to the end user to do the goods receipt. This is also tracked by Eskom through the park invoice report.
- Your company can request a park invoice report from the Finance Shared Services (FSS) contact centre which can then be followed up and corrected. You are welcome to forward the details of invoices corrected to the FSS contact centre.
- Email address for invoice submission:  
[invoiceseskomlocal@eskom.co.za](mailto:invoiceseskomlocal@eskom.co.za)

## 1.6. Contract change management

No additional requirement to than what has already been specified.

## **1.7. Records of Defined Cost to be kept by the Contractor**

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

## **1.8. Insurance provided by the *Employer***

The insurance provided by the Employer, is addressed under the contract data.

## **1.9. Training workshops and technology transfer**

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

## **1.10. Design and supply of Equipment**

Not applicable.

## **1.11. Things provided at the end of the service period for the Employer's use**

### **2.12.1 Equipment**

Not applicable.

### **2.12.2 Information and other things**

Not applicable.

## **1.12. Management of work done by Task Order**

Not applicable.

## **2. Health and safety, the environment and quality assurance**

Eskom Distribution has an approved procedure which provides employees/contractors with guidance regarding the management of incidents. This is a business procedure that requires all employees/contractors to adhere to and comply with.

Any incident that occurs within the business should be communicated using the Flash report. The Flash report should be completed and reported within 24 hours to the Service Manager.

### **2.1. Life Saving Rules**

Due to the importance to safe life's and apparatus of Eskom it is recommended that if a contractor abuse any Life Saving Rules, all work allocated to the contractor will immediately put on hold until final outcome with investigation. Safety is the combined responsibility of the team and therefore team leader or team will be punished together. There are 6 Life Saving Rules rules that may not be broken by the Team Leader and his/her team.

The Six Eskom Life Saving Rules are as follows:

Rule 1: Open, Isolate, test, earth, and create an equipotential zone before touch

Rule 2: Hook up at height

**Rule 3:** Buckle up

**Rule 4:** Be sober







**Rule 5:** Ensure that you have a permit to work










**Rule 6:** Ensure Safe Live Working

## 2.2. Specifications

The attached documents form part of this legal binding contract, the *Contractor* confirms that he has familiarized himself with all the embedded documents from 1 to 12 as indicated.

**Do not print and send them when returning this contract**

<u>No</u>	<u>UNIQUE IDENTIFIER</u>	<u>REVISION</u>	<u>DOCUMENT TITLE</u>
1	32 - 727	0	<b>SAFETY, HEALTH, ENVIRONMENT AND QUALITY (SHEQ) POLICY 32-727</b>  1_Eskom SHEQ Policy 32-727.pdf
2	32 - 136	0	<b>CONSTRUCTION SAFETY HEALTH AND ENVIRONMENTAL MANAGEMENT</b>  2_Construction Safety Health and En
3	32-524	0	<b>DEVELOPING A SAFETY, HEALTH AND ENVIRONMENTAL SPECIFICATION</b>  3_Developing a Safety, Health and En
4	34 - 333	1	<b>HEALTH AND SAFETY REQUIREMENTS TO BE MET BY PRINCIPAL CONTRACTORS EMPLOYED BY ESKOM DISTRIBUTION 34-333</b>  4_Health and Safety Requirements to be n
5	32 - 421	1	<b>ESKOM CARDINAL RULES 32-421</b>  5_Eskom Cardinal Rules (32-421).pdf
6	CONSTRUCTION REG 3		<b>NOTIFICATION OF CONSTRUCTION WORK TO DEPARTMENT OF LABOUR</b>  6_Notification of Construction Work to

7	CONSTRUCTION REG 4 & 5		<b>APPOINTMENT LETTERS FOR CLIENT REPRESENTATIVE, PRINCIPAL CONTRACTOR &amp; CONTRACTOR</b>  <b>7_Appointment letters for Client repr</b>
8 & 9	OHS ACT		<b>WRITTEN AGREEMENT ON OHS ACT SECTION 37(2) &amp; STANDARD CLAUSE</b>   <b>8_Written agreement on OHS A</b> <b>9_Standard clause Eskom Contracts Sect</b>
10, 11 & 12	34 - 1063	0	<b>EXPANDED PUBLIC WORKS REPORT 34-1063.</b>    10_34-1063 EPWP Works Instruction.pdf   11_EPWP Guidelines Second edition 2005.   Eskom EPWP report template rev 6.xls
13	<u>DST 34-961</u>	0	<b>LEGAL APPOINTMENTS AND AUTHORIZATIONS</b>  13_Legal Appointments and Au
14	TPC 41-55		<b>TRANSPORTING PERSONS ON BACK OF VEHICLES</b>  14_Transporting of Passengers on the ba
15	QUALITY REQUIREMENTS		 QM-58 Supplier Contract Quality Req <a href="#">QM 58 LINK</a>

The contractor is to supply confirmation of access to the Eskom Web in order to access standards, procedures and bulletins. The contractor must supply his access number or must supply his access number.....  
For further details please contact, Johan Scholtz Tel: (011) 629 5624 Fax :086 662 9438 email: [scholtjf@eskom.co.za](mailto:scholtjf@eskom.co.za)

#### Acknowledgement by Contractor

I/WE, ..... DO HEREBY ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE ABOVE ANNEXED DOCUMENTS FROM 1 TO 12 IN PART **C3** OF THIS CONTRACT.

I/WE UNDERTAKE TO STUDY AND ABIDE BY THESE REQUIREMENTS AT ALL TIME.

SIGNED AT: ..... ON THE ..... DAY OF .....20.....

Title	Date or revision	Tick publicly available if
OCCUPATIONAL HEALTH AND SAFETY STANDARD FOR CONTRACTORS AND SUBCONTRACTOR WORKING FOR ESKOM	DISPVABF3	

PROCEDURE FOR REFUSAL TO WORK ON GROUNDS OF HEALTH AND SAFETY	SCSPVABP6 REV 0	
CONTRACTOR HEALTH AND SAFETY PLAN – TO BE COMPLETED AND SUBMITTED AT TENDER STAGE		
CONSTRUCTION, SAFETY, HEALTH AND ENVIRONMENT MANAGEMENT IN ESKOM	EPC 32-136 REV0	
ACKNOWLEDGEMENT OF OCCUPATIONAL HEALTH AND SAFETY STANDARD FOR CONTRACTOR AND SUBCONTRACTORS WORKING FOR ESKOM		
GOVERNMENT OCCUPATIONAL HEALTH AND SAFETY ACT – CONSTRUCTION REGULATIONS	PUBLICLY AVAILABLE	
TRAINING, TESTING AND AUTHORIZATION OF PERSONS FOR THE OPERATION AND MAINTENANCE OF THE POWER SYSTEM	SCSPVABN2	
THE TRAINING LOGBOOKS FOR AUTHORIZATION OF PERSONS FOR HIGH-VOLTAGE	SCSAMAEE5 REV 1	
PROCEDURE TO FOLLOW WHEN THE INTEGRITY OF EARTH CONTINUITY CONDUCTOR CONNECTING APPARATUS TO THE EARTH MAT IS SUSPECT	SCSPVABFO REV 0	
IDENTIFYING, ANALYSING, DOCUMENTING AND OBSERVING DANGEROUS / HAZARDOUS TASKS	SCSPVACKO REV 0	
REPORTING, RECORDING AND INVESTIGATION OF INCIDENTS	ESKPVABN9 REV 1	
PROCEDURE FOR BARRICADING	SCSPVABF4 REV 0	
STANDARD FOR THE CONTROL AND APPLICATIONS OF MASTER LOCKS AND ISSUE OF MASTER KEYS	SCSASAAU1 REV 0	
ROUTINE INSPECTIONS OF ELECTRICAL EQUIPMENT	SCSASABA8 REV 0	
CLEARING AND MAINTENANCE OF SERVITUDE ROUTES	SCSASAAZ9 REV 0	
TRAINING, TESTING AND AUTHORIZATION OF PERSONS FOR THE OPERATION AND MAINTENANCE OF THE POWER SYSTEM	SCSPVABN2 REV 0	
STANDARD APPLICABLE TO CONTRACTORS WORKING IN CLOSE PROXIMITY TO LIVE APPARATUS	SCSASAAW8 REV 1	
PROCEDURE FOR THE IDENTIFICATION OF RISK PRIOR TO THE COMMENCEMENT OF WORK	SCSPVABB2 REV 1	
STANDARD FOR THE USE OF EQUIPOTENTIAL EARTH FOOTPLATES	SCSASAAU5 REV 0	
MV AND LV POLE IDENTIFICATION	SCSASABZ5	
ACCESS TO FARMS	DGL_34-190	
BUSINESS CONDUCT POLICY AND GUIDELINES	ESKPBAAN4 REV1	
LOCAL STANDARD FOR THE OPERATING OF HIGH CUTTER / CHAIN SAW	NETOM7 REV 0	
RELEVANT STANDARDS AS LISTED IN THE DOCUMENT CALLED THE DESIGN DOCUMENT		
PROCEDURE FOR THE REPORTING ,INVESTIGATION ,COSTING AND FOLLOW UP ON INCIDENTS AND ACCIDENTS	DPC -34-350	
ENVIRONMENTAL LIAISON COMMITTEE (ELC) PERFORMANCE INDICATOR REPORTING PROCESS	EPC -32 -249	
SAFETY ,HEALTH AND ENVIRONMENTAL POLICY	EPL 32-94	
EMP GUIDELINE	EPC 32-248	
WASTE MANAGEMENT PROCEDURE	EPC 32-245	
PROCEDURE FOR CLEARING VEGETATION AND MAINTENANCE WITHIN OVERHEAD POWERLINES	EPC 32-247	
HERBICIDES MANAGEMENT	ESKPBAAD4	
ESKOM STANDARD ON THE SAFE USE OF PESTICIDES AND HERBICIDES	ESKASAA0	
RECOMMENDED HERBICIDES	DISTIZAB4	

**The contractor is to supply confirmation of access to the Eskom Web in order to access standards, procedures and bulletins. The contractor must supply his access number**

**access number.....**

**For further details please contact, Johan Scholtz Tel: (011) 629 5624 Fax :086 662 9438  
email: [scholtj@eskom.co.za](mailto:scholtj@eskom.co.za)**

### **Acknowledgement by Contractor**

**I/WE, ..... DO HEREBY ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE ABOVE ANNEXED DOCUMENTS **C3** OF THIS CONTRACT.**

**I/WE UNDERTAKE TO STUDY AND ABIDE BY THESE REQUIREMENTS AT ALL TIME.**

**SIGNED AT: ..... ON THE ..... DAY OF .....20.....**

**Note: Please return the above three pages with the other tender returnables to the eskom office that issued this enquiry after complying with the above.**

## **4. Constraints on how the Contractor Provides the Works**

### **Quality Plan**

- The Contractor needs to submit a quality plan indicating the control points for quality to ensure that the works are done according to specification.
- The Contractor is required to employ a competent Supervisor or Foreman on site for the duration of the project to implement workmanship quality checks. .
- Eskom will do inspections and quality checks on installations completed by the Contractor prior to hand-over of each project.

### **Interaction with Customers / Parties affected**

- The Contractor shall be responsible for negotiation with customers with regard to use of access routes on farms etc.
- The Contractor will be responsible for negotiation with land or business owners and / or the Local Authority with regard to the works.
- The Contractor will be responsible for external disputes which may occur with regard to the works.
- The Contractor is required to make all the necessary arrangements with the Local Authorities for road crossing structures and removal thereof, eg. Removal of pavements, thrust boring under roads, way leaves, etc.

### **Payment**

- The Contractor will submit his claim as per the NEC Payment Certificate format as attached to this contract with supporting Bill of Quantities on the assessment day. The Contract Number must be clearly visible on the NEC Payment Certificate.
- The Employer will assess Payment certificates on actual work completed. Any possible issues regarding the claim will be addressed by the Employer to the Contractor.
- On acceptance of the Payment Certificate by the Employer the Contractor submits his invoice as agreed upon with the Employer. Payment will take place as per the NEC Conditions of Contract.



## Performance Management

- The Contractor's Performance will be assessed in accordance with a Performance Appraisal Process.

## Health and Safety Management

- The Contractor shall comply with:
  - o The Occupational Health and Safety Act, 1993, and all regulations made there under as per the standard clause A1, stipulated on page 4 of this contract.
  - o The Construction Regulations, 2003.
  - o The Health and Safety Requirements of the Employer more fully set out in Distribution Standards DISPVABF3 (The Contractor will sign the attached pages of the specification as acknowledgement of receipt and adherence) and SCSPVABN2.
  - o All Eskom Safety and Operating Procedures as outlined in the ORHVS (Operating Regulations on High Voltage Systems) and the standards attached to this document.
- The Contractor acknowledges that he is fully aware of the requirements of all of the above and undertakes to employ people who have been duly authorized in terms thereof and who have received sufficient safety training to ensure that they can comply therewith.
- The Contractor undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures
- The Contractor shall ensure that a team member of the Contractor is authorized as a Responsible Person in terms of the ORHVS. This includes the completion of all the pre-authorization training required for ORHVS Responsible Person (at the Contractor's expense) as detailed in SCSPVBN2. The Responsible Person shall supervise the works at all times and be available to take permits where necessary.
- The Contractor shall ensure that the Responsible person completes a training logbook (as per SCSPVBN2) and arrange with the appropriate Eskom representative (Victor Madladlamba) for evaluation of the authorized person prior to the Construction start date. This needs to be arranged by the Contractor.
- The Contractor shall appoint a person who will liaise with the Eskom Safety Officer responsible for the premises relevant to this contract. The person so appointed shall:
  - o supply the Eskom Safety Officer with copies of minutes of all Health and Safety Committee meetings (if relevant), on a monthly basis.
  - o supply the Eskom Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall advise the Eskom Safety Officer of any changes thereto – to be handed over to the Employer prior to construction start.
- Eskom may, at any stage during the currency of this agreement, be entitled to;
  - o do safety audits at the Contractor's premises, its work-places and on its employees;
  - o refuse any employee, sub-contractor or agent of the Contractor access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorized or qualified in terms of the Act
- o issue the Contractor with a work stop order or a compliance order should Eskom become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures referred to in 1 above by the Contractor or any of its employees, sub-contractors or agents.
- No extension of time will be allowed as a result of any action taken by Eskom in terms of the above and the Contractor shall have no claim against Eskom as a result thereof. Furthermore, no amendments to the Act or the Regulations or reasonable amendment to Eskom's Safety and Operating Procedures will entitle the Contractor to claim any additional costs incurred in complying therewith from Eskom.
- An authorized Eskom representative will be on site for regular site visits to monitor the Contractor's implementation of health, safety and quality Standards.
- The works to be enclosed with chevron barricade tape supplied and installed by the Contractor and set out by the Employer.
- The Contractor shall be responsible for all expenses incurred to ensure adherence to Health and Safety Regulations as stipulated above which includes but is not restricted to ORHVS training courses, etc.

- The Contractor shall adhere to the Standard on Working Clearances at MV Structures with pole-mounted auxiliary equipment as attached to this contract.
- The Contractor shall comply with all the requirements of the CONSTRUCTION REGULATIONS.  
Please Note: (Before carrying out work, Contractor to notify the provincial director in writing of the construction work if it is exceeding the limits as listed in the Construction Regulations)
- It is an Eskom requirement that the Contractor shall use a Fall Arrest System (FAS) as defined in the Construction Regulations whenever a risk of falling exists. The Contractor shall adhere to the applicable standards and procedures attached to this contract.
- Typically, the following identified risks could endanger the work as done by the Contractor. The Contractor should identify mitigation actions for these risks, as well as identify any additional risks and submit at tender:
- The Contractor shall submit a Safety Plan at Tender stage.

### **Construction Safety**

- The Contractor shall be responsible for ensuring that all equipment supplied and used and all work carried out under this contract shall be in accordance with the Occupational Health and Safety Act (Act 85 of 1993) and regulations remaining in force, as may be amended from time to time.
- In addition, the Contractor shall comply with other Safety application provisions of Government, Provincial, Municipal Safety Laws, Building, Construction, Electricity Regulations and Eskom Distribution Standards.
- The Contractor shall accept full responsibility for the means, methods, sequence or procedures of construction for safety precautions or programmes incident to the work of the contractor.
- The Contractor is required to submit a working methodology statement with regards to the Safety Standards while working within hazardous areas such as live substations or in close proximity of energized apparatus.
- The Contractor shall indemnify the employer and the Engineer against responsibility for safety on the site of the works.
- The Contractor shall enter into an agreement to complete the work required for the construction of the works in accordance with the provisions of all pertinent legislation and in particular with the provisions of the Occupational Health and Safety Act (Act 85 of 1993) and the regulations promulgated there under.
- Reference of the Safety Methodology Statement can be found in the Government Occupational Health and Safety Act (Act 8 of 1993) and Construction Regulations Document which is available publicly.
- The safety of the Contractors personnel and employees acquire precedence over the construction works.
- Contractor to assess and make provision for security services to protect the demolished material should the need arise

### **Compensation for Occupational Injury and Diseases Act**

- The Contractor shall submit with his tender proof of adherence to the above act.  
General Environmental Management Requirements
- The Contractor shall receive an Environmental Management Plan –EMP (normally as part of the DESD) and must adhere to all its requirements.
- Contractor to provide toilet facilities, water and electricity.
- All environmental legal Liabilities and claims arising from the negligent activities of the Contractor shall be for the Contractors expense.
- The Contractor shall have an understanding of Eskom's basic environmental principles and commitments (covered during Eskom Environmental Law Course)

### **General**

- Except for site management and specialised labour such as operators for plant and equipment, the Contractor is encouraged to use "local" labour on a temporary basis for all manual tasks.
- The Contractor will attend all site meetings as arranged by the Employer
- All Construction work shall be carried out in accordance with all the statutory requirements applicable to the area, Eskom's specifications, standards and regulations
- The Contractor will be given access to the proposed site and the Contractor must comply with Eskom's national, Provincial and local environmental policies and laws.

- The onus is on the Contractor to obtain the latest revision of standards applicable.
- The Employer reserves the right to alter the scope of the works and programme.
- The Employer reserves the right to remove certain sections from the detailed scope of works as described in this contract

#### **Supplying cleaning material**

The supplier shall ensure:

- That products sold to Eskom is not in contravention of any international or national environmental treaty, agreement or environmental legislation.
- That products sold to Eskom are biodegradable,
- That material data sheets are provided for all products as well as an assurance letter providing assurance in terms of above two bullets.
- That a service be provided for the re-use or safe disposal of hazardous substances

#### **Title to site materials**

The Contractor ensures that during the period of procurement and installation, all materials and part of the plant are suitably stored on site in such a manner as to prevent damage by weather, fire, manhandling, corrosion, theft and any other peril. The cost of providing necessary protection, storing, handling and security is borne by the Contractor for the duration of this contract.

The Contractor returns all un-used spares to the Employer store.

#### **4.1 Meetings**

Regular meetings to be held such as safety and planning meetings, early warning and compensation event meetings every week

#### **4.2 Use of standard forms**

Contracting parties must use NEC3 standard forms available in the Eskom Intranet for the administration of the contract

#### **4.3 Invoicing and payment**

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

---

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

Name and address of the *Contractor*

The contract number and title;

*Contractor's* VAT registration number;

The *Employer's* VAT registration number 4740101508;

The total Price for Work Done to Date which the *Contractor* has completed;

Other amounts to be paid to the *Contractor*;

Less amounts to be paid by or retained from the *Contractor*;

The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;

(add other as required)

The *Contractor* attaches the detail assessment of the amount due to each tax invoice showing the Price for Work Done to Date for each item in the Price List for work which he has completed.

#### **A. ACCOUNTS AND RECORDS**

IN ORDER THAT THE *PROJECT MANAGER* MAY ASSESS THE AMOUNT DUE AT EACH *ASSESSMENT DATE*, THE *CONTRACTOR* IS TO SUBMIT THE FOLLOWING INFORMATION IN THE FORMAT AND NUMBER OF COPIES STATED

- **SARS Requirements**
- *Tax Invoice should be displayed in a prominent place on all invoices.*
- *Eskom's name should be stated ""Eskom Holdings SOC Limited.""*
- *"Mpumalanga Operating Unit" should be displayed.*
- *Address and VAT registration of the recipient (that means Eskom address and vat number)*
- *Name, Address and Vat number of the contractor must be displayed.*
- *An individual serial number (tax invoice number) and date issued.*
- *A description of goods and/or services supplied must be showed on the invoice. refer to the specific activity stage and item no, as stated in the price schedule. clearly state the quantity or volume of goods or services supplied and the tender price for each item, the amount of the current claim for each item, the amount previously claimed for each item and the amount due for each item.*
- *The quantity or volume of goods or services supplied.*
- *The VAT amount showed on each invoice.*
- *Where the contractor is not registered for vat the invoice must state only invoice in a prominent place*
- *In addition to the above, the employer's cost allocation or contract order number must be displayed.*
- *Examples of payment certificates and tax invoices for the Eskom NEC Engineering & Construction Short Contract are shown on the next page of this contract.*

#### **4.4 Records of Defined Cost**

In order to substantiate the Defined Cost of compensation events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, Plant and Materials, work subcontracted by the *Contractor* and Equipment. A site diary will be required.

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

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

The *Contractor* shall keep accurate records and provide the *Employer* with reports on the *Contractor's* actual delivery against the above stated ASGI-SA criteria

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

#### **4.6 BBBEE and Preferencing Scheme**

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

#### 4.7 Facilities to be provided by the *Contractor*

N/A

#### 4.8 Title to material from excavation and demolition

N/A

#### 4.9 Designs by the *Contractor*

N/A

### 5. Requirements for the programme

- The *Contractor* shall also provide an organisation chart **showing the personnel to be employed for the works**, along with a detailed CV of all key personnel.

#### OTHER INFORMATION TO BE SHOWN ON THE PROGRAM.

The following Statutory non-working days are included within the contract period:

- ☐ All Public Holidays for the duration of the contract.
- The programme must clearly indicate the non-working days for the entire construction period.

### 6. Services and other things provided by the *Employer*

Item	Date by which it will be provided
None	

### 7. Life Saving rules

Due to the importance to safe life's and apparatus of Eskom it is recommended that if a contractor abuse any Life Saving rules, all work allocated to the contractor will immediately put on hold until final outcome with investigation.

#### The five Eskom Life Saving Rules are as follows:

Rule 1:\*Open, isolated, tests, earth, bond and/or insulate before touch\*

Rule 2:\*Hock up at height\*

Rule 3:\*Buckle Up\*

Rule 4\*Be Sober\*

Rule 5:\*Ensure that you have a permit to work\*

#### ACCEPTANCE NOTE

I/WE \_\_\_\_\_ HEREBY ACCEPT/REJECT THE ABOVE TERM FOR BREACHING OF  
ESKOM LIFE SAVING RULES.

ESKOM HOLDINGS SOC Ltd  
Provision of Non-Technical Services to Eskom Real Estate for Highveld for a period of 60 months

**SIGNED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_ /

## C4: Site Information

### **C4.1: Information about the *site* at time of tender which may affect the work in this contract**

#### **1. Access limitations**

None

#### **2. Ground conditions in areas affected by work in this contract**

None

#### **3. Hidden and other services within the *site***

None

#### **4. Details of existing buildings / facilities which *Contractor* is required to work on**

None

# LEGAL COMPLIANCE GUIDE IN COMPLIANCE TO CONSTRUCTION REGULATION

## 1. CLIENT RESPONSIBILITIES

(PLEASE INDICATE WITH A (✓) IN THE **YES** OR **NO** BOX TO THE FOLLOWING QUESTIONS)

	YES	No
1. PREPARED THE HEALTH AND SAFETY SPECIFICATION	<input type="checkbox"/>	<input type="checkbox"/>
2. PROVIDE ANY OTHER INFORMATION RELEVANT TO THE PRINCIPAL CONTRACTOR THAT MIGHT IMPACT ON THE HEALTH AND SAFETY OF PERSONS DURING THE EXECUTION PHASE	<input type="checkbox"/>	<input type="checkbox"/>

## 2. PRINCIPAL CONTRACTOR RESPONSIBILITIES

(PLEASE INDICATE WITH A (✓) IN THE **YES** OR **NO** BOX TO THE FOLLOWING QUESTIONS)

	YES	No
1. REGISTERED AND IN GOOD STANDING WITH THE COMPENSATION COMMISSIONER	<input type="checkbox"/>	<input type="checkbox"/>
2. PREPARED AND SUBMITTED THE HEALTH AND SAFETY PLAN DURING TENDERING	<input type="checkbox"/>	<input type="checkbox"/>
3. PROVIDED COST OF HEALTH AND SAFETY DURING TENDERING	<input type="checkbox"/>	<input type="checkbox"/>
4. CLAUSE INDICATING THAT THE SAFETY FILE TO BE SUBMITTED TO CLIENT UPON COMPLETION OF THE PROJECT ( PROJECT MANAGER )	<input type="checkbox"/>	<input type="checkbox"/>



AUTHORIZED SECTION 16(2) ASSIGNEE D SECTION 16 (2) ASSIGNEE:

I HEREBY ASSIGN YOU TO ASSIST ME IN THE PERFORMANCE OF MY DUTIES IN TERMS OF SECTION 17.

I, (AUTHORIZED 16(2)) \_\_\_\_\_ DO HEREBY DESIGNATE  
TO ASSIST ME IN THE PERFORMANCE OF MY DUTIES IN THE FOLLOWING AREA(S):

- \* REVIEWING THE EFFECTIVENESS OF THE HEALTH AND SAFETY MEASURES WITHIN YOUR AREA OF DESIGNATION.
- \* ASSESSING THE POTENTIAL HAZARDS TO THE HEALTH AND SAFETY OF THE EMPLOYEES WITHIN YOUR AREA OF DESIGNATION.
- \* INVESTIGATING THE CAUSES OF INCIDENTS WITHIN YOUR AREA OF DESIGNATION, AND ALL COMPLAINTS FROM THE EMPLOYEES WITHIN YOUR AREA OF DESIGNATION, RELATING TO THEIR HEALTH AND SAFETY.
- \* INSPECTING THE WORKPLACE AND REPORT ON SUCH INSPECTION, AND THE ASPECTS MENTIONED IN (A), (B) AND (C) ABOVE, TO THE EMPLOYER.
- \* PARTICIPATING IN THE INVESTIGATIONS INTO INCIDENTS, WITHIN YOUR AREA OF DESIGNATION, AS CONTEMPLATED IN SECTION 18.
- \* YOU SHALL SERVE ON THE RELEVANT HEALTH AND SAFETY COMMITTEE. SECTION 19 (2) (A)

DATE \_\_\_\_\_

THE APPOINTMENT IS WITH EFFECT FROM \_\_\_\_\_ UNTIL \_\_\_\_\_

DESIGNATED SECTION 17(1) SIGNATURE      DATE

(FLASH REPORT)

**Model Eskom Employee Incident Notification Form**

**Urgent flash report to be GroupWised to Regional Risk Manager (to be reported before the end of shift or day)**

REGION: ..... DEPARTMENT: .....

UNIT/SECTION: .....

EXACT LOCATION OF INCIDENT: .....

MANAGER/SUPERVISOR: .....

TELEPHONE NUMBER: CODE: ..... NO: .....

FAX NUMBER: CODE: ..... NO: .....

DATE OF INCIDENT: ..... TIME OF INCIDENT: .....

**INJURY TYPE:**

FATAL ☐      DISABLING INJURY ☐      MEDICAL CASE ☐      FIRST AID ☐      OCCUPATIONAL ☐  
DISEASE

**INCIDENT TYPE:**

ELECTRICAL CONTACT ☐      VEHICLE INCIDENT ☐      ENVIRONMENTAL INCIDENT ☐      FIRE/EXPLOSION INCIDENT ☐

BRIEF DESCRIPTION OF INCIDENT: .....

.....  
.....

**FULL NAMES OF INJURED/DECEASED PERSONS:**

1 ..... 3 .....  
2 ..... 4 .....

**FULL NAME(S) OF THE DRIVER(S):**

(Eskom) ..... (Third party) .....

**MOTOR VEHICLE(S) REGISTRATION NUMBER(S):**

(Eskom) ..... (Third party) .....

**WITNESSES**

1. .... 3 .....

**SUBSTANCE ABUSE TEST RESULTS**

Positi

Negati

REPORTED BY: ..... TEL NO: ..... DATE: .....

7

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