



NEC3 Term Service Contract (TSC3)

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

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

for **THE PROVISION OF NON-TECHNICAL FACILITIES
MANAGEMENT SERVICES FOR EMPANGENI ZONE
WITHIN THE CENTRAL EAST CLUSTER - KWAZULU
NATAL**

Contents:	No of pages
Part C1 Agreements & Contract Data	17
Part C2 Pricing Data	17
Part C3 Scope of Work	36

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Document reference	Title	No of pages
C1.1	Form of Offer and Acceptance [to be inserted from Returnable Documents at award stage]	3
C1.2a	Contract Data provided by the <i>Employer</i>	12
C1.2b	Contract Data provided by the <i>Contractor</i> [to be inserted from Returnable Documents at award stage]	2
	Total number of pages	17

C1.1 Form of Offer & Acceptance

Offer

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

THE PROVISION OF NON-TECHNICAL FACILITIES MANAGEMENT SERVICES FOR EMPANGENI ZONE WITHIN THE CENTRAL EAST CLUSTER - KWAZULU NATAL

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

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

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

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

Signature(s)

Name(s) _____

Capacity _____

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)	Zuhdi Hamza
Capacity	Senior Manager Business Enablement Central East Cluster
for the Employer	Eskom Holdings SOC Ltd 25 Valley View Road New Germany, 3610 <i>(Insert name and address of organisation)</i>

Name & signature of witness	Date
-----------------------------------	------

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

C1.2a TSC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ¹ (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1	The <i>Service Manager</i> is (name):	TBA
	Address	TBA
	Tel	TBA
	Fax	TBA
	e-mail	TBA
11.2(2)	The Affected Property is	Empangeni Zone – Central East Cluster – Kwazulu Natal

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

11.2(13) The *service* is**The Provision of Non-Technical Facilities Management Services**

11.2(14) The following matters will be included in the Risk Register

Labour strikes, Power supply interruptions or failures, Municipal water interruptions

11.2(15) The Service Information is in

Part 3: Scope of Work and all documents and drawings to which it makes reference.12.2 The *law of the contract* is the law of**the Republic of South Africa**13.1 The *language of this contract* is**English**13.3 The *period for reply* is**One (1) week****2 The Contractor's main responsibilities****Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data**21.1 The *Contractor* submits a first plan for acceptance within**Four (4) weeks prior to the start date of the Contract Date****3 Time**30.1 The *starting date* is.**1 May 2023**30.1 The *service period* is**36 Months****4 Testing and defects****There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data****5 Payment**50.1 The *assessment interval* is**between the 25th day of each successive month.**51.1 The *currency of this contract* is the**South African Rand**

51.2 The period within which payments are made is

Four (4) weeks.51.4 The *interest rate* is**the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands 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 *mutatis mutandis* every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. None
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	Four (4) weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	Rennies House, 1 st floor, Right Wing, Office 2B, 1 Kingsmead Boulevard, Kingsmead Office Park, Durban

Tel No.

031 305 9708

e-mail

sandy@arbitration.co.za

W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Kwazulu Natal, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his
	- if the arbitration procedure does not state who selects an arbitrator, is	nominee of the Association of Arbitrators (Southern Africa) or its successor body.

12 Data for secondary Option clauses

X1	Price adjustment for inflation	
X1.1	The <i>base date</i> for indices is	1 month prior to tender closing date
	The proportions used to calculate the Price Adjustment Factor are:	The cleaner labour rates can be adjusted using BCCCI rate. In addition CPI will be used for adjustment of rates (excluding those rates governed by BCCCI rate) after the anniversary of the contract, upon application from the <i>Contractor</i> and approval by the <i>Employer</i> Price adjustment will not apply to items relating to percentage (%) markup
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
X17	Low service damages	
X17.1	The <i>service level table</i> is in	C3.1 Employer's service information
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event

X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<p>The greater of</p> <ul style="list-style-type: none"> • the total of the Prices at the Contract Date • and • the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	Six (6) months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	Seven (7) days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

- Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of

two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.

- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.
- Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

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

Z4 Confidentiality

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

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

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

Z8 Notifying compensation events

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

If the *Contractor* does not notify a compensation event within eight weeks of becoming aware

of the event, he is not entitled to a change in the Prices.

Z9 *Employer's limitation of liability*

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

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

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

Z11 **Ethics**

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

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

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

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

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

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

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

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

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

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

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

Employer can terminate the *Contractor's* obligation to Provide the Services for this reason.

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

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

Z12 Insurance

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

Insurance cover 83

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

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in	The amount required by the applicable law

the course of their employment
 in connection with this contract

Z 12.2 Replace core clause 86 with the following:

**Insurance 86
 by the
 Employer**

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that

person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.

Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified

occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2b TSC3 Contract Data

Part two - Data provided by the *Contractor*

Notes to a tendering contractor:

1. Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)¹ in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	10%
	The <i>subcontracted fee percentage</i> is	10%
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications:	

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

Experience:

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

A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	Part C2 – Pricing Data
11.2(19)	The tendered total of the Prices is	RATES BASED

PART C2:
TSC3 Option A

PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	2
C2.2	The <i>price list</i>	15
	Total number of pages	17

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of
		the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and
		where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

2. 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.

3. 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).

4. 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.

4.1. Format of the *price list*

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

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

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

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

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

C2.2 The *price list*

EVERY ITEM ON THE PRICE LIST MUST HAVE A VALUE IN THE RATE COLUMN. **IF THE PRICE LIST IS NOT 100% PRICED THE TENDERER WILL BE DISQUALIFIED.**

IN THE EVENT OF THE TENDERER NOT WANTING TO CHARGE FOR AN ITEM ON THE PRICE LIST, THE ITEM MUST STILL CONTAIN AN ENTRY IN THE RATE COLUMN OF ZERO RAND (R0.00).

IT MUST BE NOTED ITEM/S PRICED AT ZERO RAND (R0.00) VALUE ON THE PRICE LIST, DOES NOT RELEASE THE TENDERER FROM PROVIDING THAT ITEM, IT INDICATES THE TENDER WILL NOT CHARGE THE EMPLOYER FOR THE ITEM WHEN PROVIDING THE SERVICE.

SECTION 1 : FULL DAY CLEANER			
<i>For this section in the event of arithmetic errors, Eskom reserves the right to correct errors. The higher of the rate calculated will be used</i>			
Item	Description	Unit	Rate
1AA	Basic Salary (a minimum prescribed of: BCCCI Hourly Rate x 40 hours x 4.33) <i>A Tenderer who supplies a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified</i>	Month	
1AB	Annual Bonus (a minimum of: Basic Salary x 103% / 12 months) <i>A Tenderer who supplies a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified</i>	Month	
1AC	Unemployment Insurance Fund (UIF) (a minimum prescribed of: Basic Salary x 1%) <i>A Tenderer who supplies a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified</i>	Month	
1AD	Compensation Fund (a minimum prescribed of: Basic Salary x 0.83%) <i>A Tenderer who supplies a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified</i>	Month	
1AE	Provident Fund (a minimum prescribed of: Basic Salary x 6%) <i>A Tenderer who supplies a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified</i>	Month	

1AF	Annual Leave (Normal) Provision (a minimum prescribed of: Basic Salary / 173.2 x 8 hours x 15 days / 12 months) A Tenderer who supplies a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified	Month	
1AG	Absent/Sick/Maternity and Family Responsibility Leave Provision (a minimum prescribed of: Basic Salary x 7%) A Tenderer who supplies a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified	Month	
1AH	Uniform and Required PPE (a minimum prescribed of: 2 x R300.00 / 12 months) A Tenderer who supplies a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified	Month	
1AI	Services SETA (a minimum prescribed of: Basic Salary x 1%) A Tenderer who supplies a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified	Month	
1AJ	NCCA Fee (R2.00 per employee with a minimum of R100.00 per month) A Tenderer who supplies a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified	Month	
1AK	Severance Pay Provision (a minimum prescribed of: Basic Salary x 1.92%) A Tenderer who supplies a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified	Month	
1AL	BCCCI / Bargaining Council Levy (a minimum prescribed of: Basic Salary x 0.5%) A Tenderer who supplies a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified	Month	
1AM	Maternity Leave Provision (a minimum prescribed of: Basic Salary x 1/3 x 1.03 x 25% / 12 months) A Tenderer who supplies a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified	Month	
1AN	Household Broom	Month	
1AO	Round Mop cw Handle	Month	
1AP	Fan Mop 300g cw Handle	Month	

1AQ	Dustpan Set	Month	
1AR	Long Dustpan Set	Month	
1AS	Feather Duster Long	Month	
1AT	Feather Duster Short	Month	
1AU	Scrubbing Brush	Month	
1AV	Microfibre Cloth - Red	Month	
1AW	Microfibre Cloth - Green	Month	
1AX	Microfibre Cloth - Yellow	Month	
1AY	Microfibre Cloth - Blue	Month	
1AZ	Hand Pad - Green <i>(e.g. 3M Scotch-Brite or similar)</i>	Month	
1BA	Chemical Nitrile Glove - Green	Month	
1BB	Chemical Nitrile Glove - Yellow	Month	
1BC	Disposable Dust Mask	Month	
1BD	Chemical Spray Bottle 1L <i>(used for Sanitiser or similar)</i>	Month	
1BE	Chemical Spray Bottle 1L <i>(used for Dishwashing Liquid or similar)</i>	Month	
1BF	Chemical Spray Bottle 1L <i>(used for Thick Liquid Bleach or similar)</i>	Month	
1BG	Chemical Spray Bottle 1L <i>(used for Cherry Based Air Freshener & Light Detergent or similar)</i>	Month	
1BH	Trigger Spray Nozzle to fit 1L Chemical Spray Bottle <i>(used for Sanitiser or similar)</i>	Month	
1BI	Trigger Spray Nozzle to fit 1L Chemical Spray Bottle <i>(used for Dishwashing Liquid or similar)</i>	Month	
1BJ	Trigger Spray Nozzle to fit 1L Chemical Spray Bottle <i>(used for Thick Liquid Bleach or similar)</i>	Month	
1BK	Trigger Spray Nozzle to fit 1L Chemical Spray Bottle <i>(used for Cherry Based Air Freshener & light Detergent or similar)</i>	Month	
1BL	Window Cleaner With Extendable Handle to Reach a Height of 3.3m	Month	
1BM	Bucket 10L	Month	
1BN	Triangular Bucket 10L	Month	

1BO	Delivery of Cleaning and Hygiene Consumable/Chemicals/Equipment	Month	
1BQ	Overheads and Other	Month	
1BR	Profit	Month	
1.1	TOTAL - FULL DAY CLEANER COST	Month	

SECTION 2 : HALF DAY CLEANER			
<i>For this section in the event of arithmetic errors, Eskom reserves the right to correct errors. The higher of the rate calculated will be used</i>			
Item	Description	Unit	Rate
2AA	Basic Salary (a minimum prescribed of: BCCCI Hourly Rate x 30 hours x 4.33) <i>A Tenderer who supplies a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified</i>	Month	
2AB	Annual Bonus (a minimum of: Basic Salary x 103% / 12 months) <i>A Tenderer who supplies a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified</i>	Month	
2AC	Unemployment Insurance Fund (UIF) (a minimum prescribed of: Basic Salary x 1%) <i>A Tenderer who supplies a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified</i>	Month	
2AD	Compensation Fund (a minimum prescribed of: Basic Salary x 0.83%) <i>A Tenderer who supplies a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified</i>	Month	
2AE	Provident Fund (a minimum prescribed of: Basic Salary x 6%) <i>A Tenderer who supplies a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified</i>	Month	
2AF	Annual Leave (Normal) Provision (a minimum prescribed of: Basic Salary / 129.9 x 6 hours x 15 days / 12 months) <i>A Tenderer who supplies a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified</i>	Month	

2AG	Absent/Sick/Maternity and Family Responsibility Leave Provision (a minimum prescribed of: Basic Salary x 7%) A Tenderer who supplies a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified	Month	
2AH	Uniform and Required PPE (a minimum prescribed of: 2 x R300.00 / 12 months) A Tenderer who supplies a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified	Month	
2AI	Services SETA (a minimum prescribed of: Basic Salary x 1%) A Tenderer who supplies a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified	Month	
2AJ	NCCA Fee (R2.00 per employee with a minimum of R100.00 per month) A Tenderer who supplies a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified	Month	
2AK	Severance Pay Provision (a minimum prescribed of: Basic Salary x 1.92%) A Tenderer who supplies a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified	Month	
2AL	BCCCI / Bargaining Council Levy (a minimum prescribed of: Basic Salary x 0.5%) A Tenderer who supplies a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified	Month	
2AM	Maternity Leave Provision (a minimum prescribed of: Basic Salary x 1/3 x 1.03 x 25% / 12 months) A Tenderer who supplies a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified	Month	
2AN	Household Broom	Month	
2AO	Round Mop cw Handle	Month	
2AP	Fan Mop 300g cw Handle	Month	
2AQ	Dustpan Set	Month	
2AR	Long Dustpan Set	Month	
2AS	Feather Duster Long	Month	

2AT	Feather Duster Short	Month	
2AU	Scrubbing Brush	Month	
2AV	Microfibre Cloth - Red	Month	
2AW	Microfibre Cloth - Green	Month	
2AX	Microfibre Cloth - Yellow	Month	
2AY	Microfibre Cloth - Blue	Month	
2AZ	Hand Pad - Green <i>(e.g. 3M Scotch-Brite or similar)</i>	Month	
2BA	Chemical Nitrile Glove - Green	Month	
2BB	Chemical Nitrile Glove - Yellow	Month	
2BC	Disposable Dust Mask	Month	
2BD	Chemical Spray Bottle 1L <i>(used for Sanitiser or similar)</i>	Month	
2BE	Chemical Spray Bottle 1L <i>(used for Dishwashing Liquid or similar)</i>	Month	
2BF	Chemical Spray Bottle 1L <i>(used for Thick Liquid Bleach or similar)</i>	Month	
2BG	Chemical Spray Bottle 1L <i>(used for Cherry Based Air Freshener & Light Detergent or similar)</i>	Month	
2BH	Trigger Spray Nozzle to fit 1L Chemical Spray Bottle <i>(used for Sanitiser or similar)</i>	Month	
2BI	Trigger Spray Nozzle to fit 1L Chemical Spray Bottle <i>(used for Dishwashing Liquid or similar)</i>	Month	
2BJ	Trigger Spray Nozzle to fit 1L Chemical Spray Bottle <i>(used for Thick Liquid Bleach or similar)</i>	Month	
2BK	Trigger Spray Nozzle to fit 1L Chemical Spray Bottle <i>(used for Cherry Based Air Freshener & light Detergent or similar)</i>	Month	
2BL	Window Cleaner With Extendable Handle to Reach a Height of 3.3m	Month	
2BM	Bucket 10L	Month	
2BN	Triangular Bucket 10L	Month	
2BO	Delivery of Cleaning and Hygiene Consumable/Chemicals/Equipment	Month	
2BQ	Overheads and Other	Month	
2BR	Profit	Month	

2.1	TOTAL - HALF DAY CLEANER COST	Month	
-----	--------------------------------------	-------	--

SECTION 3 : SUPERVISOR

For this section in the event of arithmetic errors, Eskom reserves the right to correct errors. The higher of the rate calculated will be used

Item	Description	Unit	Rate
3AA	Basic Salary	Month	
3AB	Annual Bonus (a minimum of: Basic Salary x 103% / 12 months) A Tenderer who supplies a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified	Month	
3AC	Unemployment Insurance Fund (UIF) (a minimum prescribed of: Basic Salary x 1%) A Tenderer who supplies a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified	Month	
3AD	Compensation Fund (a minimum prescribed of: Basic Salary x 0.83%) A Tenderer who supplies a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified	Month	
3AE	Provident Fund (a minimum prescribed of: Basic Salary x 6%) A Tenderer who supplies a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified	Month	
3AF	Annual Leave (Normal) Provision (a minimum prescribed of: Basic Salary / 173.2 x 8 hours x 15 days / 12 months) A Tenderer who supplies a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified	Month	
3AG	Absent/Sick/Maternity and Family Responsibility Leave Provision (a minimum prescribed of: Basic Salary x 7%) A Tenderer who supplies a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified	Month	
3AH	Uniform and Required PPE (a minimum prescribed of: 2 x R300.00 / 12 months) A Tenderer who supplies a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified	Month	

3AI	Services SETA (a minimum prescribed of: Basic Salary x 1%) A Tenderer who supplies a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified	Month	
3AJ	NCCA Fee (R2.00 per employee with a minimum of R100.00 per month) A Tenderer who supplies a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified	Month	
3AK	Severance Pay Provision (a minimum prescribed of: Basic Salary x 1.92%) A Tenderer who supplies a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified	Month	
3AL	BCCCI / Bargaining Council Levy (a minimum prescribed of: Basic Salary x 0.5%) A Tenderer who supplies a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified	Month	
3AM	Maternity Leave Provision (a minimum prescribed of: Basic Salary x 1/3 x 1.03 x 25% / 12 months) A Tenderer who supplies a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified	Month	
3AN	Overheads and Other	Month	
3AO	Profit	Month	
3.1	TOTAL - SUPERVISOR COST	Month	
3.2	Travel Supervisor - Only applicable for travel by the Supervisor (Payment of transport / travelling will be paid for distance measured from home centre – Empangeni Area Office)	km	

SECTION 4 : SAFETY OFFICER SERVICE			
Item	Description	Unit	Rate
4.1	Safety Officer	Month	
4.2	Travel Safety Officer - Only applicable for travel by the Safety Officer (Payment of transport / travelling will be paid from distance measured from home centre – Empangeni Area Office)	km	

SECTION 5 : OTHER SERVICE			
Item	Description	Unit	Rate
5.1	Weekend Cleaner Salary (a minimum prescribed of: Basic Salary(Full Day Cleaner) / 173.2 x 90.93) <i>A Tenderer who supplies a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified</i>	Month	
5.2	Public Holiday Cleaner Cost (a minimum prescribed of: Basic Salary(Full Day Cleaner) / 173.2 x 2 x 6 hours) <i>A Tenderer who supplies a rate below the minimum as prescribed will be deemed commercially non-compliant and the Tenderer will be disqualified</i>	Day	
5.3	Office Service Function (Percentage markup on approved quotation) <i>Provision of this service is based on an approved quotation by the Service Manager</i>	Percentage Markup (%)	

SECTION 6 : CLEANING CHEMICAL			
Item	Description	Unit	Rate
6.1	Dishwashing Liquid 5L (e.g. Sunlight Dishwashing Liquid or similar)	Each	
6.2	Dishwashing Liquid 25L (e.g. Sunlight Dishwashing Liquid or similar)	Each	
6.3	Disinfectant and General Purpose Floor, Wall, Bathroom etc, Cleaner 5L (e.g. Pinefresh or similar)	Each	
6.4	Disinfectant and General Purpose Floor, Wall, Bathroom etc, Cleaner 25L (e.g. Pinefresh or similar)	Each	
6.5	Thick Liquid Bleach 5L (e.g. Germ Gel or similar)	Each	
6.6	Thick Liquid Bleach 25L (e.g. Germ Gel or similar)	Each	
6.7	Cherry Based Air Freshener & Light Detergent 5L (e.g. Sweet Cherry or similar)	Each	
6.8	Cherry Based Air Freshener & Light Detergent 25L (e.g. Sweet Cherry or similar)	Each	
6.9	Pine Gel 5L	Each	
6.10	Pine Gel 25L	Each	

6.11	Floor Stripper 5L	Each	
6.12	Floor Stripper 25L	Each	
6.13	Floor Polish 5L	Each	
6.14	Floor Polish 25L	Each	
6.15	Outdoor Cleaning / Disinfectant Fluid 5L (e.g. Jeyes Fluid or similar)	Each	
6.16	Furniture / Wood Polish 300ml (e.g. Mr Min or similar)	Each	

SECTION 7 : CLEANING EQUIPMENT			
<i>Provision of any items from this section is based on request by the Service Manager</i>			
Item	Description	Unit	Rate
7.1	Floor Polishing Machine	Month	
7.2	Wet and Dry Vacuum Cleaner	Month	
7.3	Heavy Duty 3 Step Aluminium Ladder (minimum safe working load 135kg)	Month	
7.4	Deck Scrub Broom	Month	
7.5	Wooden Platform Broom 450mm Soft	Month	
7.6	Wooden Platform Broom 450mm Hard	Month	
7.7	Mop Sweeper cw Frame and Handle	Month	
7.8	Wet Floor Sign (2 piece type)	Month	
7.9	Wet Floor Sign (Cone type)	Month	
7.10	Econo Mopping Unit	Month	
7.11	Single Mopping Unit	Month	
7.12	Double Mopping Unit	Month	

SECTION 8 : CLEANING CONSUMABLE			
Item	Description	Unit	Rate
8.1	Toilet Brush Set	Each	
8.2	Dishcloth	Each	
8.3	Dish swab	Each	
8.4	Stainless Steel Pot Scrubber	Each	
8.5	Steel Wool 500g	Each	
8.6	Chemical Storage Bottle 1L cw Screw on Cap	Each	
8.7	Heavy Duty Sponge and Scourer (75mm x 55mm x 45mm)	Each	
8.8	Office Bin Liner - Clear (450mm x 600mm), minimum thickness 30 micron (100 pack)	Each	
8.9	Wall Bin Liner - White (610mm x 620mm), minimum thickness 30 micron (100 pack)	Each	
8.10	Refuse Bag - Black (750mm x 950mm), minimum thickness 30 micron (100 pack)	Each	
8.11	Floor Polishing Machine Pad - Red	Each	
8.12	Floor Polishing Machine Pad - Black	Each	

SECTION 9 : HYGIENE CONSUMABLE			
Item	Description	Unit	Rate
9.1	Paper Towels 190m (for a Kimberly Clark Slim Roll Hand Towel Dispenser)	Each	
9.2	Paper Towels 165m (for a Kimberly Clark Slim Roll Hand Towel Dispenser)	Each	
9.3	Toilet Seat Antibacterial Sanitiser Refill 5L (NRCS registered)	Each	
9.4	Liquid Hand Soap Refill 5L (SABS Approved)	Each	
9.5	Urinal Mat (e.g.Pmat 3.0)	Each	
9.6	Deo Blocks	kg	

9.7	Airoma Air Freshener Can 225ml	Each	
-----	--------------------------------	------	--

SECTION 10 : HYGIENE SANITARY BIN SERVICE

Item	Description	Unit	Rate
10.1	Sanitary Hygiene Bin (7 day service) monthly cost per bin (Including replacement of bin liners)	Per Bin Per Month	
10.2	Sanitary Hygiene Bin (14 day service) monthly cost per bin (Including replacement of bin liners)	Per Bin Per Month	

SECTION 11 : DEEP CLEANING SERVICE

Item	Description	Unit	Rate
11.1	Deep Cleaning of urinals, toilets, basins and shower cubicles	Each	
11.2	Transport Deep Cleaning Service - Only applicable for items under this section (Payment of transport / travelling will be paid for distance measured from home centre – Empangeni Area Office)	km	

SECTION 12 : CARPET CLEANING SERVICE

Item	Description	Unit	Rate
12.1	Carpet Cleaning	Per Sqm	
12.2	Transport Carpet Cleaning Service - Only applicable for items under this section (Payment of transport / travelling will be paid for distance measured from home centre – Empangeni Area Office)	km	

SECTION 13 : CARWASH SERVICE

Item	Description	Unit	Rate
13.1	Dedicated Carwash Service for Specific Corporate Sites i.e. Empangeni Area Office	Per Vehicle	

SECTION 14 : HORTICULTURE SERVICE

"Site Area" refers to the entire area of the property inclusive of horticulture area, building area and hard surfaces (tarred, paved, concrete etc) area

For this section in the event of arithmetic errors, Eskom reserves the right to correct errors. The higher of the rate calculated will be used

Item	Description	Unit	Site Area (A)	Rate Per m ² (B)	Rate Per Site (C = A x B)
14.1	Site : Empangeni Area Office	Per Site Per Month	6 657 m ²		
14.2	Site : Empangeni CNC	Per Site Per Month	15 474 m ²		
14.3	Site : Empangeni RDC	Per Site Per Month	21 190 m ²		
14.4	Site : Eshowe CNC	Per Site Per Month	11 075 m ²		
14.5	Site : Greytown CNC	Per Site Per Month	10 915 m ²		
14.6	Site : Hluhluwe CNC	Per Site Per Month	4 154 m ²		
14.7	Site : Jozini CNC	Per Site Per Month	7 940 m ²		
14.8	Site : Kranskop CNC	Per Site Per Month	4 814 m ²		
14.9	Site : Mandini CNC	Per Site Per Month	9 583 m ²		
14.10	Site : Manguzi CNC	Per Site Per Month	8 928 m ²		
14.11	Site : Melmoth CNC	Per Site Per Month	14 483 m ²		
14.12	Site : Mtubatuba CNC	Per Site Per Month	13 974 m ²		
14.13	Site : Nkandla CNC	Per Site Per Month	1 294 m ²		
14.14	Site : Nongoma CNC	Per Site Per Month	3 399 m ²		
14.15	Site : Pongola CNC	Per Site Per Month	11 009 m ²		
14.16	Site : Richards Bay CNC	Per Site Per Month	5 515 m ²		
14.17	Site : Stanger CNC	Per Site Per Month	6 214 m ²		
14.18	Site : Stanger WIC	Per Site Per Month	2 347 m ²		
14.19	Site : Ulundi CNC	Per Site Per Month	12 882 m ²		

--

SECTION 15 : EXTERNAL WINDOW CLEANING EXCEEDING A HEIGHT OF 3.3m (<i>with use of telepole only</i>)			
Item	Description	Unit	Rate
15.1	Site : Empangeni Area Office	Per Sqm	
15.2	Site : Richards Bay CNC	Per Sqm	

SECTION 16 : GRASS CUTTING AND BUSH CLEARING			
Item	Description	Unit	Rate
16.1	Grass Cutting	Per Sqm	
16.2	Bush Clearing	Per Sqm	
16.3	Transport Grass Cutting and Bush Clearing - Only applicable for items under this section (Payment of transport / travelling will be paid for distance measured from home centre – Empangeni Area Office)	km	

SECTION 17 : PRELIMINARIES AND GENERAL			
Item	Description	Unit	Rate
17.1	Health and Safety Provision	Month	
17.2	Quality Provision	Month	
17.3	Environmental Provision	Month	
17.4	Other Items Deemed Necessary by the Tenderer to Fulfil the P&G Provision	Month	

SECTION 18 : ADHOC ITEMS			
<i>Provision of items from this section is based on a request of a quotation from Service Manager</i>			
Item	Description	Unit	Rate
18.1	Additional Material/Equipment/Services (Quotation + Markup) (Percentage markup on approved quotation)	Percentage Markup (%)	
18.2	Transport Adhoc Items - Only applicable for items under this section (Payment of transport / travelling will be paid for distance measured from home centre – Empangeni Area Office)	km	

Notes to the Price List

1. The above rates exclude VAT.
2. The rates offered will remain fixed and firm for the first 12 months of the contract period.
3. Escalation of rates may be applied for by the *Contractor* in writing, on the anniversary of the contract. Refer to secondary option clause X1 for price adjustment factors.
4. The escalation will only be applicable from the date of approval.
5. Escalation will not apply to items relating to % Markups.

PART C3: SCOPE OF WORK

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

C3.1: EMPLOYER'S SERVICE INFORMATION

Table of Contents

C3.1: Employer's service Information	1
1. DESCRIPTION OF THE SERVICE	4
1.1. Executive Overview	4
1.2. Employer's Requirements for the Service	4
1.2.1. General Requirements	6
1.2.2. Supervisor Service	7
1.2.3. Safety Officer Service	8
1.2.4. Cleaner Service	9
1.2.5. Full Day Cleaner	14
1.2.6. Weekend Cleaner	14
1.2.7. Public Holiday Cleaner	14
1.2.8. Half Day Cleaner	15
1.2.9. Provision of Office Service Function	15
1.2.10. Deep Cleaning Service	15
1.2.11. Supply and Delivery of Hygiene Consumables	16
1.2.12. Hygiene Sanitary Bin Service	16
1.2.13. Dedicated Car Wash Service for Specific Corporate Sites	17
1.2.14. Horticulture Service	17
1.2.15. Grass Cutting and Bush Clearing	21
1.2.16. External Window Cleaning Greater Than a Height of 3.3m (with use of telepole only)	21
1.2.17. Carpet Cleaning Service	21
1.3. Interpretation and Terminology	23
2. MANAGEMENT STRATEGY AND START UP	24
2.1. The Contractor's Plan for the Service	24
2.2. Management Meetings	24
2.3. Contractor's Management, Supervision and Key People	24
2.4. Provision of Bonds and Guarantees	24
2.5. Documentation Control	24
2.6. Invoicing and Payment	25
2.6.1. Payment Item Descriptions	25
2.6.2. Prices to be Inclusive	26
2.6.3. Measurement Meetings	26
2.7. Contract Change Management	26
2.8. Records of Defined Cost to be Kept by the Contractor	26
2.9. Insurance Provided by the Employer	26

2.10.	Training Workshops and Technology Transfer	26
2.11.	Design and Supply of Equipment	26
2.12.	Things Provided at the End of the Service Period for the Employer's Use	26
2.12.1.	Equipment	26
2.12.2.	Information and other things	26
2.13.	Management of Work Done by Task Order.....	27
2.14.	Low Service Damage Table	27
3.	HEALTH AND SAFETY, ENVIRONMENT AND QUALITY ASSURANCE	29
3.1.	Health and Safety Risk Management	29
3.2.	Environmental Constraints and Management.....	29
3.3.	Quality Assurance Requirements.....	29
4.	PROCUREMENT	31
4.1.	People	31
4.1.1.	Minimum requirements of people employed.....	31
4.1.2.	BBBEE and preferencing scheme	31
4.2.	Sub-contracting	31
4.2.1.	Preferred subcontractors	31
4.2.2.	Subcontract documentation, and assessment of subcontract tenders	31
4.2.3.	Limitations on subcontracting	31
4.2.4.	Attendance on subcontractors	31
4.3.	Plant and Materials.....	31
4.3.1.	Specifications	31
4.3.2.	Correction of defects	32
4.3.3.	Contractor's procurement of Plant and Materials	32
4.3.4.	Tests and inspections before delivery	32
4.3.5.	Plant & Materials provided "free issue" by the Employer.....	32
5.	WORKING ON THE AFFECTED PROPERTY	33
5.1.	Employer's Site Entry and Security Control, Permits, and Site Regulations	33
5.1.1.	Roads and Vehicles	33
5.1.2.	Security	33
5.1.3.	Access to and Departure from the Site	33
5.1.4.	Temporary Gate Permits.....	33
5.1.5.	Removal	33
5.2.	People Restrictions, Hours of work, Conduct and Records.....	34
5.3.	Health and Safety Facilities on the Affected Property.....	34
5.4.	Environmental Controls, Fauna & Flora.....	34
5.4.1.	Protection of Flora.....	34
5.4.2.	Protection of the Fauna.....	34
5.5.	Cooperating with and Obtaining Acceptance of Others	34
5.6.	Records of Contractor's Equipment	34

5.7. Equipment Provided by the Employer	35
5.8. Site Services and Facilities	35
5.8.1. Provided by the Employer	35
5.8.2. Provided by the Contractor	35
5.9. Control of Noise, Dust, Water and Waste	35
5.10. Hook Ups to Existing Works	36
5.11. Tests and Inspections	36
5.11.1. Description of tests and inspections	36
5.11.2. Materials facilities and samples for tests and inspections	36

1. DESCRIPTION OF THE SERVICE

1.1. Executive Overview

The purpose of this contract is to appoint a suitable qualified Contractor for the Provision of Non-Technical Facilities Services Management for the Employer in Central East Cluster - Kwazulu-Natal Empangeni Zone.

Empangeni Zone Sites are listed below:

Empangeni Area Office	Mandini WIC
Empangeni CNC	Manguzi CNC
Empangeni Live Line	Melmoth CNC
Empangeni CPM Metering	Mtubatuba CNC
Empangeni TSG	Nkandla CNC
Mandini CNC	Nongoma CNC
Empangeni EDFS	Nongoma WIC
Empangeni RDC	Pongola CNC
Eshowe CNC & EDFS	Pongola WIC
Greytown CNC	Richards Bay CNC
Hluhluwe CNC	Stanger CNC
Jozini CNC	Stanger WIC
Jozini WIC	Stanger Sector Office
Kranskop CNC	Ulundi CNC

The home centre for the Empangeni Zone is Empangeni Area Office. When travel / transport distance is to be calculated the home centre will be used as a reference point for calculations.

1.2. Employer's Requirements for the Service

The scope includes the provision of the following facilities management services:

Supervisor Service
 Safety Officer Service
 Cleaner Service (Full Day Cleaners; Weekend Cleaners; Public Holiday Cleaners; Half Day Cleaners)
 Provision of Office Service Function
 Deep Cleaning Service
 Supply and Delivery of Hygiene Consumables
 Hygiene Sanitary Bin Service
 Dedicated Carwash Service for Specific Corporate Sites
 Horticulture Service
 Grass Cutting and Bush Clearing
 External Window Cleaning Exceeding a Height of 3.3m (with use of telepole only)
 Carpet Cleaning Service

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

Working times

Monday - Friday: 7:00am to 15:30pm

Saturday, Sunday and Public Holidays: 08:00am to 12:00pm (if required)

Eskom reserves the right to instruct the Contractor to change working times based on business requirements.

Closure of Site

In the event a site closes then the services at that site must come to a stop. No compensation will be paid when a site is closed. Should a site close, the Employer reserves the right to instruct the Contractor to re-allocate services to other sites in the region based on business requirements. No re-allocation or disruption costs will be paid in this respect.

Addition of Site

The Employer reserves the right to request the Contractor to provide the services at new / additional sites in the region.

Other Requirements

- Contractors to abide by Eskom's standard namely "Life Saving Rules" at all times. Refer to the latest revision of the standard 240-62196227 Life Saving Rules
- Contractors to comply with the requirements of the OSH Act and regulation
- Contractors to comply to Eskom Procedures and Policies as per the latest revision
- Contractors to close out any audit findings or any other findings related to the service within the corrective action due date
- Contractors to submit BCCCI Certificate of Compliance to the Employer at 6 monthly intervals, from the inception of the Contract

1.2.1. General Requirements

Statement of Service Objectives	To achieve a win-win relationship between Eskom's team and the Contractor in providing non-technical facility management services. Building positive attitudes, where problems are resolved together with initiative and enthusiasm.
Background Information	<p>Eskom requires a Contractor that can act in a professional and independent manner, manage their own team and implement a system of continuous improvements beneficial to Eskom and the Contractor.</p> <p>The Contractor will be responsible for ensuring the fundamental requirements of the contract are not only met, but also exceeded.</p> <p>The Contractor is to manage the service and any item related to the service in the Eskom sites with innovation and integrity.</p> <p>Materials and substances used must comply with legislation and must be environmentally friendly. All work to be performed as per OHSACT regulations, local municipal by-laws, government legislation and SABS codes. All work must be supervised and managed by responsible supervisors. The Contractor together with the supervisor and head office manager is required to attend regular meetings with Eskom on-site.</p>
MAJOR REQUIREMENT	SPECIFIC REQUIREMENT
1. Uniforms, Personal Protective Equipment and Appearance	<p>1.1 The Contractor shall provide for his onsite staff with the specified uniform. It is the Contractor's responsibility to ensure that the cleanliness, correctness, and appearance are maintained.</p> <p>Wearing of incorrect uniform, dirty or wrinkles clothes is not allowed.</p> <p>Identity / name tags to be worn at all times.</p>
	<p>1.2 The Contractor shall ensure that its staff's appearance is neat, such staff are always well groomed and that such personnel whilst on duty wear their uniforms and applicable personal protective equipment.</p> <p>Contractor's staff to always be tidy, clean with appropriate hygiene. Any non-complying staff will immediately be removed from site. The Contractor will be required to replace such staff at no cost to Eskom.</p> <p>The Contractor to provide onsite staff with a minimum PPE of:</p> <ul style="list-style-type: none"> • Uniform / overall, • safety shoe / boot, • apron and • goggle (to be used when applying acidic disinfectant / harsh chemicals). <p>The Contractor to ensure its staff has the appropriate PPE for the service and such PPE is worn at all times. Non-use of PPE may result in termination of this contract.</p>
2.Training	2.1 The Contractor shall ensure its staff: - has full knowledge of the Site as well as services / facilities available at the Site; are able to pass the relevant information to the visitors or tenants whenever requested to do so.

	2.2 The Contractor shall ensure that all personnel involved in the provision of the services undergo customer service training; to ensure no complaints are received from visitors or tenants relating to the way the personnel acts towards such visitors or tenants.
	2.3 All Contractor's senior / supervisory personnel must be equipped with cell phones. Such personnel must always be contactable during stipulated working hours.
3. Staff	3.1 Contractor to submit a certificate of compliance from BCCCI to the Service Manager every six months, from the inception of the contract.
	3.2 The Contractor shall ensure its personnel only make use of facilities specifically provided to such personnel at the Site. No Contractor's staff shall be allowed to make use of any unauthorised facilities.
	3.3 The Contractor shall report all personnel shortages to Eskom and provide replacement staff. Personnel shortages must be reported prior to the commencement of any duty shift, or if such shortages only come to light during a shift, such shortage must be reported within 15 (fifteen) minutes of the Contractor becoming aware of such shortage. Replacement personnel must be provided / delivered to the site within 2 hours of the shortage being reported to Eskom.
	3.4 Full details of any Contractor's personnel must be provided by the Contractor at the request of Eskom.
	3.5 The Contractor's staff will act in a responsible manner and will abide by not all security procedure applicable at the site.
	3.6 No sleeping is allowed by any Contractor's personnel while on duty when on Eskom site. Designated resting areas will be allocated to the Contractor's personnel. If any personnel is found sleeping on site, Eskom reserves the right to instruct the Contractor to remove the defaulting personnel from site.
4. Reporting	4.1 The Contractor is required to submit monthly reports to Eskom. The monthly reports must as a minimum include the following: consumable stock-count report; staff attendance report; equipment breakdowns; and rectification report, schedules and duties performed, quality control report, staff turnover, customer complaints / compliments, staff disciplinary issues, as well as action plans to rectify any deficiencies. Format of reports to be discussed and agreed with the Service Manager.

1.2.2. Supervisor Service

MAJOR REQUIREMENT	SPECIFIC REQUIREMENT

1. Supervision	<p>1.1 All activities carried out by the Contractor's personnel shall be supervised and managed by the Contractor's supervisor</p> <p>Any reasonable instruction given by Eskom to the Contractor, shall be communicated to the Contractor's personnel by the Contractor.</p> <p>Proof of communication to the Contractor's personnel must be submitted to Eskom.</p> <p>Staff failure to comply with Eskom instructions will be deemed a failure in Supervision.</p>
	1.2 The Contractor will be required to attend regular meetings not only by the site supervisor but also a head / regional-office manager.
	1.3 Any preventative / corrective action requested must be addressed in follow-up meetings.
	<p>1.4 Other Contractors and/or employees may be working on the same site and the Contractor may in such cases be required to work in close co-operation therewith.</p> <p>Incidence of uncooperative or lack of assistance is not allowed, unless a reasonable reason exists of which Eskom must be notified immediately.</p>
	<p>1.5 The Contractor shall ensure that its staff are at all times professional, sober and courteous towards visitors and tenants frequenting any Eskom site.</p> <p>Eskom reserves the right to have defaulting Contractor's staff removed from site.</p>
	<p>1.6 The Contractor's supervisor will be required to travel to all sites under its area of responsibility to carry out his / he duties.</p> <p>When travel is to be claimed for, prior approval must be obtained from the Service Manager.</p>

1.2.3. Safety Officer Service

MAJOR REQUIREMENT	SPECIFIC REQUIREMENT
1. Requirements	<p>1.1 The Contractor shall appoint a part time safety officer (registered with SACPCMP) in writing to be accountable for the quality and execution of its health and safety programmes, for its employees and appointed Contractors employees for the duration of the contract.</p>
	1.2 The Contractor shall ensure the SHE requirements as per by SHE specifications of Eskom and as stipulated by the Service Manager are met.
	<p>1.3 The safety office will be required to travel to all sites under its area of responsibility to carry out his / her duties.</p> <p>When travel is to be claimed for, prior approval must be obtained from the Service Manager.</p>

1.2.4. Cleaner Service

MAJOR REQUIRMENT	SPECIFIC REQUIREMENTS
1.Cleaning Equipment, Consumables, and Chemicals	1.1 The Contractor shall, at its own cost acquire, maintain, replace and/or replenish all cleaning equipment required to provide the Service.
	1.2 The Contractor shall: <ul style="list-style-type: none"> • ensure that all cleaning equipment used in the provision of the Service are in good working condition with no parts missing; • inspect the cleaning equipment to ensure compliance with this responsibility; • repair or replace all cleaning equipment to the extent required to comply with the responsibilities stipulated in this contract.
	1.3 The Contractor shall inspect all equipment to ensure the above responsibilities are complied with. A record of such inspection shall be kept and made available to Eskom whenever required.
	1.4 A register shall be kept of all cleaning equipment for random inspection / physical / operational checks. The register to be updated and submitted to Eskom monthly.
	1.5 The Contractor shall, at its own cost, supply and deliver all cleaning equipment consumables, and chemicals. The Contractor to ensure cleaning equipment, consumables and chemicals are always available on site.
	1.6 The Contractor shall provide all the necessary cleaning consumables, chemicals and cleaning material which must be environmentally friendly, have the safety data sheets and be SABS approved, for the Contractor to carry out the service stipulated in section 1.2.4 Cleaner Service. The Contractor is to provide relevant information on products used.
	1.7 The Contractor shall be required to perform stock control of the cleaning chemicals supplied. Chemical stock levels are to be monitored. Requests and supply of chemicals to be done before they are depleted.
2. Ad hoc Cleaning	2.1 Attend to any spillages, and other emergency cleaning requirements, such that the Site is always in a prime state.
	2.2 In the event of graffiti inside or outside the building, the Contractor must ensure that it is removed. Removal of graffiti to commence immediately upon identification.
	2.3 Attend to ad hoc request as stipulated by the Service Manager

<p>3. Hard floor cleaning</p>	<p>3.1 All hard floor coverings including edges and skirting shall be cleaned in such a way to preserve the floor coverings. The process should ensure that all floor areas are free from debris, dust, dirt, spillage, and litter and scuff marks to display an even lustre on completion. Any stains and deposits should be removed.</p> <p>There shall be no:</p> <ul style="list-style-type: none"> • accumulation of ingrained / impacted dirt, particularly in crevices, corners, and edging • accumulation of slurry, soap, or residues from cleaning agents • slippery floor surfaces, powdering discoloration, build up and scuffing • dirt or debris under desks, around edges of furniture, corners, lift landing plates, under glass cladding of escalators, vertical and horizontal surfaces of escalators (incl. handrails, glass barriers, bollards) fire escapes and service passages, and areas difficult to access • cloth or mop lines to be left on the surfaces. <p>3.2 No fresh stains shall be evident. Where necessary, site-specific requirements should be complied with, as for the various surface finishes such as concrete, polished tiles, wood, etc.</p> <p>This to include hard surfaces in Lifts, escalators, management offices, training centres, etc.</p> <p>3.3 Polish to be applied on all hard floors in common areas i.e. reception, kitchen, hallways, etc. on an as and when required basis, as indicated by Service Manager the polish should be stripped and re-applied to maintain non-slip shiny floor.</p>
<p>4. Soft floor coverings</p>	<p>4.1 All soft floor coverings including edges and skirting shall be free from debris dust and dirt. Any stains and deposits should be removed. No fresh stains shall be evident. This includes all carpets, rugs, entrance mats, etc.</p> <p>All carpeted floor areas, throw rugs, and floor mats must be vacuumed to ensure that such floors are free from loose debris, dirt, dust, stains, build-up and other foreign matter.</p> <p>Carpeted areas, throw rugs, and floor mats shall be spot cleaned and shampooed in accordance with the manufacturers' specifications.</p> <p>4.2 Mats shall be positioned in such a manner so as not to constitute a tripping hazard.</p> <p>4.3 Carpets to be vacuumed with the use of a wet and dry vacuum cleaner.</p>
<p>5. Slip resistant floors</p>	<p>5.1 Floor surfaces having a slip resistant property must remain slip resistant, in particular when there is dampness or water spillage.</p> <p>The Contractor shall make an area safe after any water spillage or any leftover dampness as a result of cleaning.</p>
<p>6. Stairs</p>	<p>6.1 All stairs including treads, risers, nosing banisters, balustrades, handrails, ledges and guards must be free from dust, debris, stains and marks.</p>

7. Internal glass, mirrors and cladding (including interior of lifts)	7.1 All glass / mirrors (excluding external windows) shall be free of dust, void of stains and a streak / smear free finish achieved.
	7.2 All internal glass partitions shall be free of dust, void of finger printing, stains, markings and with a dry streak / smear free finish.
8. Walls and doors	8.1 All walls and doors, including framework shall be void of stains and markings (no graffiti) ingrained dust, dirt and cobwebs, with a streak / smear free even finish achieved with no visible water marks.
9. Ceilings and bulkheads, including air conditioning diffusers	9.1 All ceiling surfaces shall be free from cobwebs and other debris. All air conditioning diffusers to be free from dust and marks. Cleaning to be done while on floor level and up to a height of 3.3 meters.
10. Furniture, fixtures and fittings including architectural a structural ironmongery, bulkheads and signage.	10.1 All furniture, fixtures and fittings including architectural Ironmongery shall be cleaned / polished appropriately to ensure protection. The process should ensure the above to be free from dust, void of stains, with a streak / smear free finish achieved. Common area signage below 3.3 meters high to be kept dirt free. Cleaning to be done while on floor level.
11. Sanitary ware	11.1 All sanitary ware, sinks, wash-hand basins, surfaces and their appropriate visible surface pipework, splash backs, taps, chains and plugs shall be void of all soiling, detergent and / or watermarks.
12. Blinds, louvers and sun visors	12.1 Blinds shall be cleaned appropriately. The cleaning process must ensure the blinds are free from dust and stains.
13. Waste receptacles	13.1 All waste receptacles shall be clean, dry, dust / dirt free and have an acceptable odour. All dustbins and trash receptacles shall: <ul style="list-style-type: none"> • be emptied and returned to its original location to ensure a clean, neat and professional site appearance • be cleared before overflowing • be cleaned to ensure such dustbins are substantially free from any dust, removable stains, soil, grease, odours, and spillages • be emptied in a manner which does not in any manner disrupt any activities • have all obviously soiled or torn liners replaced • have its content be deposited in the outside trash collection containers/skips. Recyclable material must be sorted and deposited into the relevant recycling bins/containers.
	13.2 Waste bins may never be more than 60% full. Compaction and waste disposal areas must be hygienically maintained and free of litter and smells.
	13.3 Waste bins / containers / packets must be moved to the relevant collection points on waste collection days to be picked up by the waste removal company.

14. High-level ledges and surfaces including air conditioning grills, diffuser outlets, high level ducting, vents, light fittings, etc.	<p>14.1 High-level ledges and surfaces shall be cleaned to be free from ingrained dirt and dust, void of all stains and markings. This includes canopies, exposed trusses and beams etc. There shall be no moths, dust, rodent or animal faeces on high level ledges or surfaces.</p> <p>Cleaning to be done while on floor level up to a height of 3.3 meters.</p>
15. Toilets / ablution / Shower / Hand Basins / Sinks / Bath facilities / Urinals	15.1 All cleaning and maintaining of toilets shall be carried out daily. Toilets to be kept clean and inspected every hour and recorded on an inspection sheet. Inspection sheet to be signed off by Contractor's supervisor.
	15.2 Provision should be made to ensure that toilet, shower and bath facilities are free of any odours. The cleaning process should ensure protection of all surfaces. All sinks, basins, toilet pan, urinals, troughs, cisterns, shower heads, chains and plugs should be free of all stains, ingrained dirt, build-up of lime scale, dry germ with a streak / smear free finish achieved.
	15.3 Floors and walls to be cleaned with a fungicide solution. Basins, Urinals and Bowls and Fittings to be cleaned with a disinfectant.
	15.4 All defects to be reported to Eskom supervisor and ensure that it is logged on the relevant CRM system.
	15.5 Descale and remove algae, bacteria and uric encrustations from all areas. Clean and disinfect both internal and external surfaces of the fitments.
	15.6 Remove trap where possible and clean/disinfect and clear away all waste around and inside the trap. Clear overflows and waste pipes of accumulated waste deposits.
16. Hygiene equipment and consumables	15.7 Clear and disinfect all taps, plugs, chains, outlets, channels and gullies.
	<p>16.1 The Contractor shall be required to perform stock control of the hygiene consumables supplied and request replenishment of hygiene consumable stock as required.</p> <p>Hygiene consumable levels are to be monitored. Requests and supply of hygiene consumables to be done before they are depleted.</p>
	16.2 The Contractor to ensure hygiene equipment is stocked with consumables, including, but not limited to: toilet paper; hand towels, liquid or foam soap, toilet bin liners, air fresheners; toilet brush, etc. always.
	16.3 The Contractor shall ensure all hygiene equipment is clean and free of obstructions.
	16.4 The Contractor will inspect all hygiene equipment while performing their duties and report any defective or damaged hygiene equipment to the Service Manager.
	16.5 The Contractor shall report any broken or malfunctioning hygiene equipment immediately to the Service Manager.
17. Window cleaning less than 3.3 meters high	17.1 Fully clean all the inside of the window glass and frames monthly.
	17.2 Fully clean the outside of all window glass and frames every 3 months, up to a height of 3.3 meters.

		17.3 Windows are to be free of dust, dirt, smears, fingerprinting, stains and markings.
		17.4 All window cleaning will be done while on floor level, using a window cleaner with an extendable handle to reach a height of 3.3m.
18. External		18.1 A program of collection will be implemented by the Contractor to ensure there is no accumulation of litter within the grounds and city council roads' reserves bordering on the site at any time.
		18.2 Waste bins to be positioned as agreed with Eskom and will be emptied and regularly cleaned. Such that they never overflow, they do not have any foul odours, they do not become heavily soiled and are kept in a sanitary condition.
		18.3 Cigarette disposal provisions will be provided by Eskom at all designated smoking points and will be emptied and regularly cleaned such that they never overflow.
		18.4 Parking garages / areas to be swept and free of litter.
		18.5 The external fabric of the building will be cleaned to a height of 3.3 metres to maintain the external appearance. Cleaning will be done while on floor level.
19. Dining area Cleaning		19.1 All tables, chairs, to be cleaned and furniture rearranged as per agreed arrangement. Dining area to be always kept in a clean and neat condition.
		Waste / litter to be removed; tables and chairs to be wiped clean. All bins to be regularly cleaned, to allow capacity during peak periods.
20. Kitchen / Tea Stations / Kitchenettes		20.1 Cleaning of the kitchen / tea station / kitchenettes shall be carried out daily. These facilities are to be always kept clean and hygienic. Cleaning also refers to: <ul style="list-style-type: none"> • Cleaning and degreasing microwave and stoves • Descaling of Kettles • Washing of crockery and cutlery • Cleaning of fridge and keeping it clear of odours • General upkeep of the areas
		20.2 All defects to be reported to Service Manager and ensure it are logged on the relevant CRM system.
21. Contractor's facilities		21.1 The Contractor must ensure that the facilities made available to Contractor, if applicable, for change rooms and offices are kept clean, hygienic, tidy and to an acceptable standard.
		21.2 The Contractor must ensure that adequate lockable lockers are provided for each cleaner, these must be of an acceptable standard.
		21.3 The Contractor is to comply to the OHS Act with regards to the provision of facilities for their staff.
22. Delivery Yards / warehouses/ workshops		22.1 The Contractor must ensure that the delivery yards, warehouses and workshops are clean and tidy, with no litter, excessive dust, dirt and debris.

23. Setting up of Boardrooms / Mersey Training Centre Lecture Rooms and Tea Making	23.1 The Contractor is required to setup boardrooms for meetings and assist with arranging and setting up for functions at Eskom facilities.
	23.2 The Contractor is required to setup lecture rooms for training and tidying up on break interval. Once the class is adjourned for the day, the Contractor to clean the lecture room.
	23.3 The Contractor will be required to make tea and/or coffee for the Managers upon request by the Service Manager.
24. Mersey Training Centre Rooms	24.1 The Contractor is required to make beds, sweep, clean the rooms and bathrooms, wipe floors and polish furniture, clean the room fridges, wipe blinds, wipe windows on the inside of the rooms, sweep/brush small carpets, wash small carpets outside, vacuum beds with extraction cleaner.
	24.2 The Contractor to make provision for a cleaner to clean males' toilets, entertainment area and high-pressure cleaning of the verandas every week and cleaning of paving once a month.

1.2.5.Full Day Cleaner

MAJOR REQUIREMENT	SPECIFIC REQUIREMENTS
1.Requirements	1.1 The Full Day Cleaner will be required to comply with all requirements stipulated under C3.1 – 1.2.4 CLEANER SERVICE.
2. Working Days and Times	2.1 The Full Day Cleaner is required to work on days deemed as normal working days, from Monday to Friday
	2.2 The working duration of the Full Day Cleaner is 8 hours per day, from 07:00 to 15:30. The working times may be changed, as stipulated by the Service Manager.

1.2.6.Weekend Cleaner

MAJOR REQUIREMENT	SPECIFIC REQUIREMENTS
1.Requirements	1.1 The Weekend Cleaner will be required to comply with all requirements stipulated under C3.1 – 1.2.4 CLEANER SERVICE.
2. Working Days and Times	2.1 The Weekend Cleaner is required to work on both Saturdays and Sundays.
	2.2 The working duration of the Weekend Cleaner is 4 hours per day, from 08:00 to 12:00, unless the working hours are changed by the Service Manager.

1.2.7.Public Holiday Cleaner

MAJOR REQUIREMENT	SPECIFIC REQUIREMENTS
-------------------	-----------------------

1.Requirements	1.1 The Public Holiday Cleaner will be required to comply with all requirements stipulated under C3.1 – 1.2.4 CLEANER SERVICE.
2. Working Days and Times	2.1 The Public Holiday Cleaner is required to work on days identified by the South African government as Public Holidays.
	2.2 The working duration of the Public Holiday Cleaner is 4 hours per day, from 08:00 to 12:00, unless the working hours are changed by the Service Manager.

1.2.8.Half Day Cleaner

MAJOR REQUIREMENT	SPECIFIC REQUIREMENTS
1.Requirements	1.1 The Half Day Cleaner will be required to comply with all requirements stipulated under C3.1 – 1.2.4 CLEANER SERVICE.
2. Working Days and Times	2.1 The Half Day Cleaner is required to work on days deemed as normal working days, from Monday to Friday.
	2.2 The working duration of the Half Day Cleaner is 5 hours per day, from 08:00 to 13:00. The working times may be changed, as stipulated by the Service Manager.

1.2.9.Provision of Office Service Function

MAJOR REQUIREMENT	SPECIFIC REQUIREMENT
1. Requirements	1.1 This service will be on an as and when required basis as stipulated by the Service Manager. Provision of this service is based on a request from the Service Manager based on a quotation.
	1.2 The Contractor to provide an office service function to assist with the running of the facilities as requested by the Service Manager. Service to be provided during the stipulated working hours.
	1.3 Personnel to be computer literate and have the minimum NQF level 4 qualification and 3 years' related experience.
	1.4 Contractor's personnel to use uniform, PPE and name tags when providing the service.

1.2.10. Deep Cleaning Service

MAJOR REQUIREMENT	SPECIFIC REQUIREMENTS
1. Deep Cleaning	1.1 This service will be on an as and when required basis as stipulated by the Service Manager. Provision to be made for deep cleaning in ablution facilities and bathrooms, as stipulated by the Service Manager.

	1.2 The service includes all tools, equipment, consumables, chemicals, supervision, adherence to SHE requirements, adherence to legislation and Eskom requirements as well as labour including travel time to and from the site.
	1.3 When travel for deep cleaning is to be claimed, prior approval must be obtained from the Service Manager.
	1.4 This function must be performed by a team with specialist knowledge and experience in Deep Cleaning.
	1.5 The use of a SABS approved liquid of acidic cleansing properties for the deep cleaning of toilets, shower cubicles, urinals, basins, bathrooms and any other ceramic or enamel surface to remove lime build-up, rust and urine marks and deodorizes.
	1.6 Descale and remove algae, bacteria and uric encrustations from all areas.
	1.7 Clean and disinfect both internal and external surfaces of the fitments.
	1.8 Remove trap where possible and clean/disinfect and clear away all waste around and inside the trap.
	1.9 Clear overflows and waste pipes of accumulated waste deposits.
	1.10 Clear and disinfect all taps, plugs, chains, outlets, channels and gullies.

1.2.11. Supply and Delivery of Hygiene Consumables

MAJOR REQUIRMENT	SPECIFIC REQUIREMENTS
1. Hygiene Consumables	1.1 The Contractor shall, at its own cost, deliver all hygiene consumables and provide delivery notes of such. The Contractor to ensure Hygiene Consumables are always available on site.
	1.2 The Contractor will deliver hygiene consumables quantities as per Service Manager's requirements. The quantities of consumables will be per site. Delivery of consumables greater than the specified amount will not be paid for by Eskom.
	1.3 The Contractor will manage and use the consumables in a cost effective and efficient manner and will put controls in place to minimize wastages and prevent theft of the consumables. Missing or shortage of consumables will be for the cost of the Contractor.
	1.4 The Contractor shall keep record of the consumable consumption and to provide such to Eskom when required.
	1.5 All hygiene consumables must be SABS approved.

1.2.12. Hygiene Sanitary Bin Service

MAJOR REQUIRMENT	SPECIFIC REQUIREMENTS
------------------	-----------------------

1. Sanitary Services	1.1 The Contractor shall provide a sanitary waste collection and disposal service, whereby sanitary bins are used to collect and store sanitary waste hygienically and safely. All sanitary services are to be performed in line with National Environmental Waste Management Act, 59 of 2008 and the by-laws of the local municipality in which the site is located.
	1.2 All bins, liners, and cleaning materials / consumables including sanitary bin powder must be provided by the Contractor as part of the service.
	1.3 The bins are to be cleaned and disinfected to kill all bacteria and the bin liner including sanitary bin powder needs to be replaced with each service.
	1.4 All bins must be in a neat and always working condition. Bins must be replaced immediately if requested by the Service Manager.
	1.5 All sanitary waste to be removed discretely from the site.
	1.6 Waste Disposal Certificates for every service must be supplied by the Contractor to the Service Manager.
	1.7 Hygiene sanitary bin services shall be provided in line with the frequency as stipulated by the Service Manager.

1.2.13. Dedicated Car Wash Service for Specific Corporate Sites

MAJOR REQUIREMENT	SPECIFIC REQUIREMENTS
1. Dedicated Car Wash	1.1 The Contractor to provide a vehicle washing service for Eskom fleet vehicles, at specified Eskom Sites. The carwash infrastructure is in place, the Contractor to provide the labour and carwash consumables and equipment.
	1.2 Vacuum cleaners, brushes and all other equipment required for this service to be supplied by the Contractor.
	1.3 The types of vehicles to be washed are cars, single-cab bakkies, king-cab bakkies and double-cab bakkies.
	1.4 The vehicles must be washed and cleaned internally and externally. Removing all dust, dirt and cleaned to reasonable hygienic standard. Tyres must be polished, all not metal surfaces to be cleaned, shined and protected using appropriate chemicals. Fragrance to be sprayed to remove any unpleasant odours.
	1.5 Washing of Eskom employees' private vehicles will be for the account of that employee. The Contractor must recover the amount due directly from the Eskom employee. The washing of private vehicles is based on capacity and availability of the contractor.

1.2.14. Horticulture Service

MAJOR REQUIREMENT	SPECIFIC REQUIREMENT
-------------------	----------------------

1.Horticulture Equipment	1.1. The Contractor shall, at its cost acquire, maintain, replace and or replenish all equipment required to provide the Service. The Contractor shall provide at minimum the following equipment for the Service: Brush cutters, lawn mowers, rakes, wheelbarrows, spades, garden forks, blowers, tree trimmers, hedge clippers, refuse bags, etc.
	1.2. The Contractor shall ensure that all equipment used in the provision of services are branded and in good working condition with no parts missing. The Contractor shall repair or replace all equipment to the extent required to comply with the responsibilities stipulated in this contract.
	1.3. The Contractor shall inspect all equipment to ensure the above responsibilities are complied with. Record to be kept of such inspections and provided to Eskom when required.
	1.4. A register shall be kept of all equipment for random inspection / physical / operational checks. The register to be updated and submitted to Eskom monthly.
	1.5 Lawn mowers shall have a bin to catch all grass cuttings.
	1.6 All equipment will be utilized in line with the requirements of the Occupational Health and Safety Act.
2. Lawns	2.1 Lawn areas are to be cut regularly. After mowing, some grass cuttings may be utilised as green mulch to all garden areas. Clippings are to be spread neatly across the beds. Cutting specs to be: <ul style="list-style-type: none"> • Brush Cutters - Not less than 50mm and Not more than 100mm • Push mowers - Not less than 20mm and Not more than 40mm
	2.2. All areas where lawn abuts onto kerbs or footpaths are to be trimmed to a line running down the back edge of the kerbs or the edge of the footpath.
	2.3. No edges are to be cut using spade. Only edge trimmers or shears may be used.
	2.4. Localised areas where grass growth has been poor through lack of water or where the soils have been compacted are to be aerated at regular intervals. This operation is to be carried out after the areas have been thoroughly watered.
	2.5 The grass against the perimeter fence as well as around buildings, manholes, paths, concrete or brick structure, flower beds etc. is to be trimmed and shall be considered as part of the grass cutting operation.
3. Cultivation and Weeding	3.1. Hand weeding is to be carried out on a regular basis. All root growth is to be removed. Garden / Lawns must be weed free.
	3.2. Broad-leaved weeds are to be controlled utilizing the correct herbicide. No spraying is to be undertaken in the narrow lawn areas where desirable plants may be damaged. Any plants damaged by the Contractor will be replaced by the Contractor.

	3.3 Herbicides are to be applied in accordance with the manufacturer's specifications and are to be carried out by a competent person wearing the correct protective clothing.
	3.4 The Contractor shall always endeavour to use environmentally and bio-degradable products. The Contractor is to provide relevant information on products used.
	3.5 The Contractor is to be in possession of the relevant Hazchem certificates and is to ensure that the handling of all hazardous chemical substances, including fertilizers, is strictly in accordance with the Regulation for Hazardous Chemical substances framed under the OSH Act No. 85 of 1993. All Hazchem data sheets are to be forwarded for all chemicals used. Hazardous chemical data sheets must be submitted. Report to be submitted monthly, indicating chemicals utilised on the site.
	3.6. All empty herbicides & fertilizer containers are to be immediately disposed of off-site in accordance with the relevant laws, bylaws and regulations.
	3.7 All areas of paving e.g car parks, pavements, walkways, paved roads etc are to be kept free of weeds, unwanted moss and algae at all times. This will involve both hand weeding and the careful application of selected herbicides / chemical e.g. "Roundup", "Ridder" or any other suitable chemical. Any damage caused to the paving or planting as a result of work done are to be repaired by the Contractor at his own cost.
	3.8. Care must be taken to avoid damage to plants and plant roots during the cultivation process. Cultivate to ensure a loose, surface with no compaction. Should any plants die due to poor cultivation, their replacement will be for the account of the Contractor.
	3.9 As part of the cultivation process, any area where die back has occurred historically or occurs naturally, are to be replanted by division, using the plant type originally present in the area, if the plant type allows.
	3.10 Under no circumstances are line trimmers (weed eaters) to be utilised around the base of trees. Stem protectors must be installed to all trees in general lawn areas. Any tree dying due to damage by line trimmers is to be replaced by the Contractor at his own cost.
4. Pruning	4.1 All trees and shrubs to be pruned on a regular basis.
	4.2 All trees within parking areas are to be kept at least 3m above ground where size allow, where vehicles park under trees.
	4.3 General pruning is to be carried out throughout the year. Groundcovers are to be cut back from bed edges and shrubs generally pruned as and when necessary.

	4.4. Any growth of branches etc. overhanging roofs of buildings, walls, fences, carports, etc., which can cause damage or the depositing of leaves etc. in storm water gutters or on roofs is to be regularly trimmed. Any growth of any plants which can cause damage to fence or compromise security, causing an obstruction of vision, is to be removed.
	4.5 All garden refuse generated during pruning is to be removed from site at the end of each day.
5. Stakes & Ties	5.1 All trees shall be checked once a week and after all storms, to ensure that the stake is firm and that the tree is adequately tied at the top and bottom of the stake.
	5.2 Damage to trees caused by chafing on stakes will not be permitted. Damage to trees caused by over tight ties will not be permitted; ties shall be loosened or tightened as and where required.
6.Pests	6.1 The Contractor is to constantly monitor for pests through the garden and to treat accordingly.
	6.2 Natural organic pesticides should be used. Should these fail only then should inorganic chemical pesticides be used. Application of the pesticide is to be carried out fully in accordance with the manufactures' specifications by competent person. The relevant laws, bylaws and regulations referring to the handling, of hazardous substances and the safe disposal of containers are to be adhered to all times. The Contractor will adhere to strictly all conditions stipulated in Fertilizers, Farm Feed s, Agricultural remedies act, Act No. 36 of 1947 and all amendments to the Act.
7.Leaf litter and garden refuse removal	7.1. The Contractor shall be responsible for the removal of the day-to-day refuse accumulated during the maintenance process. No stockpiles of leaves and wastes are to be left overnight.
	7.2 All roads, pavements and pathways are to be swept and kept clean. This is applicable to both the interior and exterior of the site.
8. Water and irrigation	8.1 The Contractor shall be solely responsible for ensuring that all areas of planting receive the necessary amount of water, taking into account the seasons, extent and type of irrigation present on site.
	8.2 The Contractor is responsible for providing all necessary hoses, sprinklers and fittings to carry out the above. All equipment provided by the Contractor will always be in a good working condition.
	8.3 Those areas not covered by the irrigation system are to be hand watered.
9. Irrigation Maintenance	<p>9.1 The Contractor is to ensure the entire irrigation system is fully functional. All defects must be reported to Eskom. Any damage caused by the Contractor due to negligence will be for the cost of the Contractor.</p> <p>All defects on the irrigation system must be reported to the Service Manager within 24 hours of identifying the defect. During the first three months of the contract a detailed audit must be compiled and submitted to the Service Manger identifying any damage to such system.</p>
10. Indoor Plants	10.1 The Contractor shall grow replacement indoor plants on site and shall replace all missing or unsightly plants on instruction from the Service Manager. Selection of internal plants will be done in consultation with Eskom.

	10.2 Maintenance of internal plants will include watering, pruning, and pest control. Plant maintenance must aim at up keeping of plants attractiveness prolonging plants life-span.

1.2.15. Grass Cutting and Bush Clearing

MAJOR REQUIREMENT	SPECIFIC REQUIREMENT
1.Requirements	1.1 The contractor will be required to provide a grass cutting and bush clearing service on an as and when required basis as stipulated by the Service Manager.
	1.2 The service includes all tools, equipment, consumables, removal of grass cutting and bush clearing waste generated when providing the service, supervision, adherence to SHE requirements, adherence to legislation and Eskom requirements as well as labour including travel time to and from the site.
	1.3 The service will be for sites other than those stipulated on the pricelist under the Horticulture section.
	1.4 When travel for the grass cutting and bush clearing is to be claimed, prior approval must be obtained from the Service Manager.

1.2.16. External Window Cleaning Greater Than a Height of 3.3m (with use of telepole only)

MAJOR REQUIREMENT	SPECIFIC REQUIREMENT
1.External Window cleaning greater than a height of 3.3 meters	1.1 This service will be on an as and when required basis as stipulated by the Service Manager. The Contractor to fully clean the outside of all window glass and frames, on specified buildings where the windows exceed a height of 3.3m. Washing of window must be carried out from floor level, by using a telescopic window cleaner. Tele-pole to allow for an extension to a height of 9m.
	1.2 The service includes all tools, equipment, consumables, chemicals, supervision, SHE requirements, adherence to legislation and Eskom requirements as well as travel and labour including travel time to and from the site.
	1.3 Windows are to be free of dirt, smears, fingerprinting, stains, markings etc.
	1.4 This must be carried out with strict supervision and in accordance with the Occupational Health and Safety Act.

1.2.17. Carpet Cleaning Service

MAJOR REQUIREMENT	SPECIFIC REQUIREMENTS

1.Carpet Cleaning Service	1.1 This Contractor will be required to provide an extraction carpet cleaning service on an as and when required basis as stipulated by the Service Manager.
	1.2 This function must be performed by a team with specialist knowledge and experience in extraction carpet cleaning.
	1.3 The service includes all tools, equipment, consumables, chemicals, supervision, adherence to SHE requirements, adherence to legislation and Eskom requirements as well as labour including travel time to and from the site.
	1.4 When travel for the carpet cleaning service is to be claimed, prior approval must be obtained from the Service Manager.

1.3. Interpretation and Terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
CNC	Customer Network Centre
OHSACT	Occupational Hygiene and Safety Act
SABS	South African Bureau of Standards
ISO	International Organization for Standardization
SANS	South African National Standards
N/A	Not Applicable

2. MANAGEMENT STRATEGY AND START UP

2.1. The Contractor's Plan for the Service

The Contractor must submit a plan which stipulates how he intends on performing the service throughout the service period, as required by clause 21.1.

The plan must include the staff structure and list technical reporting and scheduling requirements which are to be incorporated into the Contractor's plan.

2.2. Management Meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall contract progress/feedback in terms of contract obligations	Monthly intervals or when deemed required by the Service Manager.	New Germany, Westville or Mkondeni	Employer / Service Manager / relevant Eskom representatives and appointed Contractor representatives.

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 must include an organogram of the structure that will be supporting with contract. The names, identity numbers, qualifications and experience must be listed.

2.4. Provision of Bonds and Guarantees

N/A

2.5. Documentation Control

The Contractor to ensure that all documentation relating to this contract is filed and kept on site for viewing by the Service Manager at any time. The Contractor must ensure that all documents are also kept in soft copy and backed up on a hard drive which must be handed to the Service Manager at the end of the contract. Files are to be neatly labelled and indexed.

All correspondence shall be dated and sequentially numbered and distributed in accordance with a procedure as agreed and accepted by the Service Manager.

Any required Service will be communicated to the Contractor via a Task Order.

Feedback questionnaires must be duly completed by Eskom departmental supervisors and managers and forwarded to the Eskom Real Estate Department.

Eskom will periodically request detailed reports from the Contractor regarding the gaps, problems and highlights. Possible solutions will be required with this detailed report.

2.6. Invoicing and Payment

The Contractor provides a statement on the 10th and 25th of every month for the duration of the contract. The statement will reflect the following information on all invoices submitted for payment, from the start of the contract:

Date of Invoice

Date of delivery of Service

Invoice Number

Invoice Amount excluding VAT

PO Number

Task Order Number

GR Number

Payment Status (either Paid or Unpaid)

The statement will also reflect the following summaries:

Invoice payments outstanding <= 30days

Invoice payments outstanding > 30days <=60 days

Invoices payment outstanding > 60days <=90 days

Invoices payment outstanding > 60days <=90 days

Invoices payment outstanding > 90days

Total of Invoices where the Contractor has received payment

Total of Invoices where the Contractor is awaiting payment

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

The Contractor shall address the tax invoice to

ESKOM HOLDINGS SOC Ltd

and include on each invoice the following information:

Name and address of the Contractor and the Service Manager;

The contract number and title;

Contractor's VAT registration number;

The Employer's VAT registration number 4740101508;

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

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

The Contractor shall comply with the Employer's E-Invoicing process when submitting invoices for payment.

2.6.1. Payment Item Descriptions

The descriptions given for the payment items in the Price List, indicate the work to be allowed for in the tendered rates and prices for such payment items, and are for the guidance of the Contractor and do not necessarily repeat all the details of work and materials required by and described in the Service Information.

2.6.2.Prices to be Inclusive

The Contractor shall accept the payment provided in the Contract and represented by the rates and prices tendered by him in the Price List, as payment in full for executing and completing the work as specified.

Where the Contractor has priced an item as "nil" or "0-00" it will be deemed that no charges are or will be incurred against such an item. In the event of no price having been entered against any item, the tendered rate, price or sum will be taken as "nil" or "0-00".

2.6.3.Measurement Meetings

The Contractor shall attend monthly meetings with the Service Manager and Supervisor where all matters concerning payment shall be discussed. In particular the Contractor shall submit for the meeting a monthly statement together with all calculations and supporting data in substantiation of any payments.

2.7. Contract Change Management

Templates in terms of NEC3 as prepared by the Service Manager for payment certificates, early warnings and defect notifications can only be used in this contract.

The Contractor shall request these forms from the Service Manager.

2.8. Records of Defined Cost to be Kept by the Contractor

All records as required to back up any defined costs must be kept on file by the Contractor and be made available when requested by the Service Manager.

2.9. Insurance Provided by the Employer

Refer to Clause 83.1 above – Insurance provided by the Employer

2.10. Training Workshops and Technology Transfer

Proof of training of staff for chemical handling and the use thereof.

Proof of training of staff for general cleaning and specialized cleaning as required in the Service Information

Proof of Training Records

Proof of Training Facility

Proof of Staff Trained

2.11. Design and Supply of Equipment

The Contractor takes full liability for the use of all equipment in the execution of Services for this contract.

2.12. Things Provided at the End of the Service Period for the Employer's Use

2.12.1. Equipment

None

2.12.2. Information and other things

Summary of all quantity of items supplied by Contractor as per the Price List for the duration of the contract.

Summary of lessons learnt during the contract period.

Summary of training undertaken by the Contractor's employees over the duration of the contract.

Copy of all monthly reports

All Safety Files and all other relevant safety documentation relevant to this contract.

2.13. Management of Work Done by Task Order

The Contractor must only carry out work if he receives a signed Task Order from the Service Manager or his delegates.

2.14. Low Service Damage Table

Item	Reference	Amount
Non-compliance by the Contractor to Eskom's Life Saving Rules	Sub-section (1.2) of Section 1 of Employers Service Information	R 5 000 per finding
Non-compliance by the Contractor to Eskom SHE Specification	Sub-section (3.1) of Section 3 of Employers Service Information	R 5 000 per finding
Non-compliance by the Contractor to the OHS ACT and Regulations	Sub-section (1.2) of Section 1 of Employers Service Information	R 5 000 per finding
Contractor does not close out any Audit findings or any other findings related to the service within the corrective action due date	Sub-section (1.2) of Section 1 of Employers Service Information	R 250 per day after the corrective action date per finding, to a maximum of R 10 000
Non-compliance by the Contractor to Eskom Procedures and Policies as per the latest revision	Sub-section (1.2) of Section 1 of Employers Service Information	R 5 000 per finding
Non-availability of a Cleaner	Paragraph (1.2.5/6/7/8) of Sub-section (1.2) of Section 1 of Employers Service Information	R 300 per cleaner per day to a maximum of R 6 000 per month
Non-availability of Office Service Function Personnel	Paragraph (1.2.9) of Sub-section (1.2) of Section 1 of Employers Service Information	R 300 per Service Personnel per day to a maximum of R 6 000 per month
Any staff of the Contractor found wearing the incorrect uniform, or found with dirty or wrinkled clothes, or not wearing their identity/ name tag shall result in a non-compliance to the Contractor.	Paragraph (1.2.1) of Sub-section (1.2) of Section 1 of Employers Service Information	R 50 per day per cleaner to a maximum of R 500
Non availability of Cleaning equipment, consumables and/or chemicals	Paragraph (1.2.4) of Sub-section (1.2) of Section 1 of Employers Service Information	R 50 per day to a maximum of R 5 00
Non-availability of Hygiene Consumables	Paragraph (1.2.13) of Sub-section (1.2) of Section 1 of Employers Service Information	R 50 per day to a maximum of R 5 00
Non submission of BCCCI Certificate of Compliance to the Employer at 6 monthly intervals, from the inception of the Contract.	Sub-section (1.2) of Section 1 of Employers Service Information	R 1 000 per week to a maximum of R 12 000
Non-provision of Disposal Certificate for sanitary bins waste after every disposal	Paragraph (1.2.14) of Sub-section (1.2) of Section 1 of Employers	R 1 000 per month to a maximum of R 6 000

	Service Information	
--	---------------------	--

3. HEALTH AND SAFETY, ENVIRONMENT AND QUALITY ASSURANCE

3.1. Health and Safety Risk Management

In addition to the requirements of the laws governing health and safety, Eskom may have some additional requirements particular to the service and the Affected Property for this contract. The text below provides for these being attached as an Annexure to this Service Information. PLEASE ALSO READ CORE CLAUSE 27.4 TOGETHER WITH Z7 IN THE ADDITIONAL CONDITIONS OF CONTRACT TO MAKE SURE THAT WHATSOEVER IS INCLUDED IN THE ANNEXURE FOLLOWS ON FROM THOSE CLAUSES.

The Contractor shall comply with the health and safety requirements contained in Part 2 – “Safety Requirements” to this Service Information.

3.2. Environmental Constraints and Management

The Contractor shall comply with the environmental criteria and constraints stated in Part 3 – “Environmental Requirements” to this Service Information.

3.3. Quality Assurance Requirements

Quality management

System requirements

The Contractor shall control his activities and processes in accordance with Eskom’s Quality Assurance Standard QM58: Supplier contractor quality requirements specification

The Contractor will be responsible for the verification and signing of the quality inspection points which must be maintained by the Contractor and presented to Eskom on request.

Information in the quality plan

The Contractor shall demonstrate, provide and maintain a Quality Management System (QMS) that is ISO 9001 compliant or provide Quality Policy and Method statement or Contract Quality Plan.

The Contractor agrees to control and professionally preserve and store appropriate documents, records and recordings to guarantee the traceability of the services rendered and inspection thereof;

The delivered services shall be uniform in Quality and condition, consistent with good industry practices and adhere to requested Eskom requirements, without deviation.

Eskom shall have the right to conduct surveys and perform surveillance of the Contractor’s facilities.

Eskom reserves the right to inspect any or all of the work. Verification by Eskom shall not absolve the Contractor of the responsibility to provide acceptable services, nor shall it preclude subsequent rejection.

The services must comply with the agreed specifications and the applicable directives set out in the agreement. Defects notified by Eskom shall be remedied by the Contractor upon demand by Eskom without undue delay and at no extra cost. The Contractor shall continuously monitor and identify non-conformances, relating to the scope of work, as signals of opportunities for improvement making process and other relevant changes to prevent recurrence

The Contractor shall further identify potential problems before they occur by identifying deviations in patterns or trends in service or process performance.

Nothing contained in the Contract shall relieve in any way the Contractor from the obligation of Quality control thereof.

The Contractor guarantees that the quantity, Quality and outward appearance of the delivered services will comply with the requirements of the contract and/or relevant specifications.

The Contractor shall prove its ability, on request, to relate to the proposed scope of work which establishes the manner in which the Contractor intends to perform the Contract.

The Contractor shall, on request, prove its organisational, logistics and support resources to ensure the requirements of the contract can be achieved.

Eskom reserves the right to assess and measure, in the selection process, the qualifications, capability and competence of the key staff (assigned personnel) in relation to the scope of work and to interview any / all Contractor to confirm the Quality evaluation

The Contractor shall comply with the environmental criteria and constraints stated in Part 4 – “Quality Requirements” to this Service Information.

4. PROCUREMENT

4.1. People

The Contractor is solely responsible for the resolution of any dispute or problems that may occur between himself and his staff.

The Contractor undertakes to hold the Employer harmless against any determination or award made in terms of the Labour Relations Act No.66 of 1995 as amended.

The Contractor shall ensure that the people that are in employment at the time they take over the contract, are taken over in line with S197 of the Labour Relations Act as per the Constitutional Court ruling. This is applicable to cleaning and gardening staff.

4.1.1. Minimum requirements of people employed

All of the Contractor's staff must be able to communicate in English.

All of the Contractor's staff must have the necessary qualifications to execute the designated functions

All of the Contractor's staff who are not South African citizens, must have valid work permits.

4.1.2. BBBEE and preferencing scheme

SANAS accredited BBBEE certificate (certified copy) or valid original sworn affidavit (DTI template, duly completed, dated and signed by both deponent and the commissioner of oaths, and stamped by the commissioner of oaths) for EME/QSE level 1 to 2.

4.2. Sub-contracting

4.2.1. Preferred subcontractors

No limitation

4.2.2. Subcontract documentation, and assessment of subcontract tenders

SANAS accredited BBBEE certificate (certified copy) or valid original sworn affidavit (DTI template, duly completed, dated and signed by both the deponent and the commissioner of oaths, and stamped by the commissioner of oaths).

4.2.3. Limitations on subcontracting

The use of Sub Contractors by the Contractor must be approved in writing by the Service Manager before commencement on site.

4.2.4. Attendance on subcontractors

This is the sole responsibility of the Contractor.

4.3. Plant and Materials

4.3.1. Specifications

Not Applicable

4.3.2. Correction of defects

Not Applicable

4.3.3. Contractor's procurement of Plant and Materials

Not Applicable

4.3.4. Tests and inspections before delivery

Not Applicable

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

The Employer will not provide any materials for use by the Contractor.

5. WORKING ON THE AFFECTED PROPERTY

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

The Contractor and all of his staff shall undergo Eskom induction prior to entering the Affected Property.

5.1.1. Roads and Vehicles

All vehicles used on site, by the Contractor will be compliant with Eskom Standards.

All road signs and traffic laws / regulations on site will be adhered to. Employees of the Contractor failing to comply will be removed from site and denied any further access.

Drivers of vehicles in the Eskom Property will be required to obtain an Eskom Driver Permit.

5.1.2. Security

The Contractor's staff will be subject to all security measures, rules and regulations of the Eskom Security Services

Vehicles and staff agree and accept the searching of all staff, bags, briefcases and vehicles.

5.1.3. Access to and Departure from the Site

Access to all sites will be via the main security gate. The Employer informs the Contractor of the access procedures, and it should be expected that such procedures may change depending on the prevailing security situation.

The Employer reserves the right for its Security personnel to search persons or vehicles entering or leaving the premises. This includes, but is not limited to staff, briefcases, bags and toolboxes.

All persons entering Eskom sites are subjected to alcohol testing.

5.1.4. Temporary Gate Permits

The Contractor provides the Employer with the personal details of their staff at least two weeks prior to the contract start date. All names and details to be submitted to the Employer who arranges for all gate permits.

If an employee is no longer in the employ of the Contractor, the Contractor shall notify the Employer in advance, and replacements communicated to the Employer as well, whereby they will have to attend induction as well.

The Contractor ensures that all equipment and materials brought through the security gate is signed in at the main security gate on the approved Eskom security form.

5.1.5. Removal

The Contractor is not allowed to remove any equipment or materials from site without producing the relevant Eskom security forms and the equipment lists.

If the equipment or material is to be removed the same day, on which they were brought on to site, then the security form will need to be produced at the gate when leaving the site.

The removal of any item at a later stage of the contract will require a security form with the necessary approval and responsible manager's signature.

If the equipment or material is removed after this time then a Non-Returnable Gate Release will be provided by the Employer's Representative, on receipt of the original security form, with which the Contractor brought the equipment on site.

5.2. People Restrictions, Hours of work, Conduct and Records

The Contractor is responsible for the provision of meals of his own personnel, and the cost thereof.

The Contractor is responsible for the provision of transportation for all personnel to site, from site and on Site.

The Contractor is responsible for the training and development of his staff whilst employed by the Employer.

The Contractor keeps records of his people working on the Affected Property, including those of his Subcontractors and the Service Manager shall have access to these records at any time.

5.3. Health and Safety Facilities on the Affected Property

Contractor to provide own Emergency preparedness procedure and align to site emergency procedure.

5.4. Environmental Controls, Fauna & Flora

5.4.1. Protection of Flora

The removal, damage and disturbance of indigenous flora are prohibited.

The use of herbicides is prohibited unless accepted by the Service Manager.

5.4.2. Protection of the Fauna

The Contractor shall protect fauna living within the Site and shall ensure that hunting, snaring, poisoning, shooting, nest raiding or egg collecting and disturbance does not occur.

The Contractor is to ensure that his employees are instructed not to feed wild animals.

The use of pesticides is prohibited unless accepted by the Service Manager.

No domestic pets or livestock are permitted on site.

5.5. Cooperating with and Obtaining Acceptance of Others

The Contractor will cooperate with the Service Manager, his delegates and support structures, in matters relating to this contract.

The Contractor will cooperate with the management staff of the Affected Property.

The Contractor will cooperate with all statutory authorities or inspection agencies.

5.6. Records of Contractor's Equipment

Prior to starting work on the Affected Site, the Contractor will compile a list of his equipment, either owned or hired, which will be used for the execution of this contract. It should include the make, type, year of manufacture, colour and function or use. This list will be signed off by the Contractor and the Service Manager.

Any electrical equipment or appliances used by the Contractor must comply with all relevant safety regulations and requirements and be maintained in safe and proper working condition.

The Employer has the right to stop the Contractor's use of any electrical equipment or appliance, which in the Employer's opinion does not conform to the foregoing.

5.7. Equipment Provided by the Employer

Prior to starting work on the Affected Site, the Contractor will compile the list of the Employer's equipment which is on site and will be used for the execution of the contract. This list will be signed off by the Contractor and the Service Manager.

All of the Employer's equipment will be returned to the Employer by the Contractor upon termination of the contract.

5.8. Site Services and Facilities

5.8.1. Provided by the Employer

Water and Electricity usage

Water and Electricity will be supplied by the Employer and must be used in accordance with the Eskom Environmental objectives.

The Employer will provide a central waste disposal area.

The Employer will provide ablution facilities for use by the Contractor's employees on site.

Offices, Workshops and Stores

The Contractor will make use of the work areas provided by the Employer in pursuit of doing Eskom work. The cleaning and housekeeping of all areas provided is the responsibility of the Contractor.

5.8.2. Provided by the Contractor

The Contractor shall provide everything else necessary for Providing the Service.

5.9. Control of Noise, Dust, Water and Waste

Comply with the Occupational Health and Safety Act, Act 85 of 1993 and the applicable Regulations relating to noise and dust. The Water Act, Act 54 of 1956 for water and the Waste Act, Act 107 of 1998

Having due regard for local communities and dwellings, the Contractor shall restrict any of his operations which result in undue noise disturbance to those communities and dwellings.

The Contractor shall take appropriate measures to minimise the generation of dust as a result of his works, operations and activities to the satisfaction of the Service Manager.

The management of solid waste on site shall be strictly controlled and monitored. Only accepted waste disposal methods shall be allowed;

Littering shall be avoided;

Domestic waste

Metal refuse bins or equivalent plastic refuse bins, all with lids, shall be provided by the Employer for all buildings. Refuse shall be collected and removed by the Contractor from all facilities on a daily basis to the central waste disposal area.

Organic waste

Refuse from food preparation and eating areas shall be collected and removed daily. Organic Waste shall be disposed of as per Domestic Waste.

Used oil and grease

Used oil and/or grease shall be removed from site and sold to an accepted used oil recycling company.

Hazardous waste

All hazardous waste shall be disposed of in an accepted hazardous waste disposal site and a disposal certificate supplied to the Service Manager.

5.10. Hook Ups to Existing Works

Should the Contractor require interfacing his equipment to the Affected Facility, this will be done at the Contractor's cost based on approval by the Service Manager.

Compliance to the Eskom Life Saving procedure and Work at Height Standard, 32-418.

5.11. Tests and Inspections

- Inspection sheets to be displayed at the required work areas.
- Supervisor to do inspections as per check list, and sign off as verified,
- All check lists and Supervisor reports are to be submitted to the Service Manager timeously.

5.11.1. Description of tests and inspections

Refer to Employer's requirements for the service above

5.11.2. Materials facilities and samples for tests and inspections

Not Applicable