



NEC3 Term Service Contract (TSC3)

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

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

for **Provision of General office cleaning, Park homes and
ablution facilities including Mobile, Portable Toilets
for 48 Months (4 years) at Medupi Power Station**

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

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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

Form of Offer & Acceptance

Offer

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

Provision of cleaning of general offices, park homes, and ablution facilities including mobile, and portable toilets for 48 Months (4 years) at Medupi Power Station

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

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

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

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

Signature(s)

Name(s) _____

Capacity _____

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s) _____

Capacity _____

for the Employer

(Insert name and address of organisation)

Name & signature of witness _____

Date _____

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

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

Note:

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

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

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

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

For the tenderer:

For the Employer

Signature _____ Name _____ Capacity _____ On behalf of _____ <i>(Insert name and address of organisation)</i> _____ Name & signature of witness _____ _____ Date _____ _____	_____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____
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C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option and secondary Options	A: Priced contract with price list W1: Dispute resolution procedure X1: Price adjustment for inflation X2 Changes in the law X13: Performance Bond X17: Low service damages X18: Limitation of liability X19: Task Order Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[•]
	Fax No.	[•]
10.1	The <i>Service Manager</i> is (name):	Steve Diniso
	Address	
	Tel	
	Fax	
	e-mail	
11.2(2)	The Affected Property is	Medupi Power Station

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

11.2(13)	The <i>service</i> is	Provision of cleaning of general offices, park homes, and ablution facilities including mobile and portable toilets for 48 Months (4 years) at Medupi Power Station
11.2(14)	The following matters will be included in the Risk Register	See the risk register
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	Seven (7) Working Days
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	TBC
30.1	The <i>service period</i> is	48 Months
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	22th of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	2 Weeks
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor

Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *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	As per NEC TSC3 clause 60
7	Use of Equipment Plant and Materials	As per NEC TSC 3 Clause 70
8	Risks and insurance	As stated in the contract
80.1	These are additional <i>Employer's</i> risks	1. [●] 2. [●] 3. [●]
9	Termination	As per NEC TSC 3 Core Clause 90 This contract will end if the total contract value is depleted or at the end date of the contract whichever comes first.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	4 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA). To be appointed when disputes arises
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.

	<p>The place where arbitration is to be held is JHB South Africa</p> <p>The person or organisation who will choose an arbitrator</p> <ul style="list-style-type: none"> - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is 	<p>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</p>
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12 Data for secondary Option clauses

X1	Price adjustment for inflation	Suggested below																					
X1.1	<p>The <i>base date</i> for indices is</p> <p>The proportions used to calculate the Price Adjustment Factor are:</p>	<p>Base date is the month prior to tender closing date</p> <table border="1"> <thead> <tr> <th>proportion</th> <th>linked to index for</th> <th>Index prepared by</th> </tr> </thead> <tbody> <tr> <td>0.15</td> <td>Fixed Portion</td> <td>SEIFSA</td> </tr> <tr> <td>0.50</td> <td>Labour</td> <td>Table C3</td> </tr> <tr> <td>0.25</td> <td>Material</td> <td>Table D3</td> </tr> <tr> <td>0.10</td> <td>Transport</td> <td>Table L-2B</td> </tr> <tr> <td>[•]</td> <td colspan="2">non-adjustable</td> </tr> <tr> <td>1.00</td> <td colspan="2"></td> </tr> </tbody> </table>	proportion	linked to index for	Index prepared by	0.15	Fixed Portion	SEIFSA	0.50	Labour	Table C3	0.25	Material	Table D3	0.10	Transport	Table L-2B	[•]	non-adjustable		1.00		
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0.25	Material	Table D3																					
0.10	Transport	Table L-2B																					
[•]	non-adjustable																						
1.00																							
X13	Performance bond																						
X13.1	The amount of the performance bond is	R [•]																					
X17	Low service damages																						
X17.1	The <i>service level table</i> is in																						

No	Item	Employers Requirements/ Descriptions	Damages payable by contractor
1	The Contractor shall ensure that its employees do not engage in conduct that disrupts operations, causes unrest, or undermines workplace harmony.	The Contractor shall maintain a professional and respectful working relationship with its employees, fostering a positive and cooperative work environment	The Contractor shall not be entitled to compensation/ remuneration for any hours during which its employees engage in activities that result in disruption, unrest, or interference with the performance of the contracted services.
2	The employer pays only for service	Contractor is expected to provide all the required services at the agreed times.	The Employer shall remunerate the Contractor solely for services duly rendered in accordance with the terms of this Agreement.
3	SDL&I Compliance	Contractor is expected to comply to SD&LI requirements as per contract.	2,5 % retention of monthly fixed rate per month not complying.
4	Poor workmanship	Through an investigation and findings that proof poor workmanship.	Contractor to carry corrective cost

X18	Limitation of liability
X18.1	<p>The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to</p> <p>R0.0 (zero Rand)</p>
X18.2	<p>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</p> <p>the amount of the deductibles relevant to the event</p>
X18.3	<p>The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to</p> <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	<p>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> <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>

X18.5	The <i>end of liability date</i> is	<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.
X19	Task Order	One task order will be issued for the whole works and each task order will be issued for additional work.
Z	The <i>additional conditions of contract</i> are	Z1 to Z14

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

C1.2 Contract Data

Part two - Data provided by the Contractor

[Instructions to the contract compiler: (delete this notes before issue to tenderers with an enquiry)

Whenever a cell is shaded in the left hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

Notes to a tendering contractor:

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

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

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

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

Responsibilities:

Qualifications:

Experience:

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

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

PART 2: PRICING DATA

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

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

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

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

Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

Item	Description	Unit	Quantity	Rate Only
1	PRELIMINARY & GENERAL			
1.1	<u>SHEQ Requirements</u>			
-	-			
1.1.1	General Office Cleaning and On-Site Ablution Facilities			
1.1.1.1	Pre-entry Medical Clearance (97 Employees)	Once-off	1	
1.1.1.2	Periodic Medical Clearance (97 Employees)	Yearly	3	
1.1.1.3	Exit Medical Clearance (97 Employees)	Once-off	1	
1.1.1.4	Police Clearance (97 Employees)	Yearly	4	
1.1.1.5	PPE (97 Employees)	Half-Yearly	8	
1.1.2	Outage (As and When) Services			
1.1.2.1	Medical Clearance (6 Employees)	Per Outage	16	
1.1.2.2	Police Clearance (6 Employees)	Per Outage	16	
1.1.2.3	PPE (6 Employees)	Per Outage	16	
1.2	<u>Occupational Hygiene Survey</u>			
-	-			
1.2.1	Regulation For Hazardous Biological Agents	Sum	1	
1.2.2	Hepatitis B Immunisation x 97 Employees	Sum	1	
1.3	<u>Transport</u>			
-	-			
1.3.1	22 Seater Bus x 5 (Home work Home)	Per Month	48	
1.3.2	14 Seater Taxi x 2 (On site Movement)	Per Month	48	
1.3.3	LDV transportation of Material x 1	Per Month	48	
1.4	<u>Overheads</u>			
-	-			

	Please Note: All Chairs, Filing Cabinets, Tables, etc. Becomes the property of Eskom once the Contract comes to an end			
1.4.1	Chairs for a Site manager and Health and Safety officer	No	2	
1.4.2	Chairs for Cleaners and Supervisors	No	90	
1.4.3	Filing Cabinet	Once-off	1	
1.4.4	Tables for a Site manager and Health and Safety officer	No	2	
1.4.5	Tables for a Cleaners and Supervisors	No	30	
1.5	<u>Safety file</u>			
1.5.1	Provision, preparation, and submission of a comprehensive Health and Safety File in accordance with the Occupational Health and Safety Act, Construction Regulations, and site-specific requirement.	Once-off	1	
	-			
1.6	<u>Health and Safety Training</u>			
1.6.1	Provision and facilitation of Health and Safety Training for all personnel in accordance with the Occupational Health and Safety Act, Construction Regulations, and site-specific requirements. Training shall cover, but not be limited to, induction, hazard identification, risk assessments, emergency procedures, safe work practices, and use of personal protective equipment (PPE).	Sum	1	
2	LABOUR			
2.1	<u>SHARED RESOURCES</u>			
	-			
2.1.1	NORMAL TIME - DAY SHIFT			
2.1.1.1	Site Manager x 1	Hrs	8 320,00	
2.1.1.2	Driver x 2	Hrs	16 640,00	
2.1.2	WEEKDAYS, SATURDAY, SUNDAY AND PUBLIC HOLIDAY OVERTIME			
	Note: All overtime will be subject to the authorization and approval of management as stipulated in clause 3.8 of the Eskom Conditions of Service Document 32-0019M.Overtime	Note		
2.1.2.1	Weekdays Overtime			
2.1.2.1.1	Driver x 1	Hrs	2 600,00	

2.1.2.2	Saturday			
2.1.2.2.1	Driver x 1	Hrs	1 248,00	
2.1.2.3	Sunday and Public Holidays			
2.1.2.3.1	Driver x 1	Hrs	1 536,00	
2.2	<u>GENERAL OFFICE CLEANING</u>			
-	-			
2.2.1	NORMAL TIME-DAY SHIFT			
2.2.1.1	Cleaning Supervisors x 4	Hrs	33 280,00	
2.2.1.2	Cleaners x 75	Hrs	624 000,00	
2.2.1.3	Safety Officers x 1	Hrs	8 320,00	
2.1.2	WEEKDAYS, SATURDAY, SUNDAY AND PUBLIC HOLIDAYS			
	-			
	Note: All overtime will be subject to the authorization and approval of management as stipulated in clause 3.8 of the Eskom Conditions of Service Document 32-0019M. <u>Overtime</u>	Note		
2.1.2.1	Weekdays Overtime			
2.1.2.1.1	Cleaning Supervisor x 2	Hrs	5 200,00	
2.1.2.1.2	Cleaners x 37	Hrs	96 200,00	
2.1.2.1.3	Safety Officers x 1	Hrs	2 600,00	
2.1.2.2	Saturday			
2.1.2.2.1	Cleaning Supervisor x 2	Hrs	2 496,00	
2.1.2.2.2	Cleaners x 37	Hrs	46 176,00	
2.1.2.2.3	Safety Officers x 1	Hrs	1 248,00	
2.1.2.3	Sunday and Public Holidays			
2.1.2.3.1	Cleaning Supervisor x 2	Hrs	3 072,00	
2.1.2.3.2	Cleaners x 37	Hrs	56 832,00	
2.1.2.3.3	Safety Officers x 1	Hrs	1 536,00	
2.3	<u>CLEANING ABLUTION FACILITIES</u>			
2.3.1	NORMAL TIME-DAY SHIFT			

2.3.1.2	Cleaning Supervisors x 1	Hrs	8 320,00	
2.2.1.4	Cleaners x 10	Hrs	83 200,00	
2.2.1.5	Safety Officers x 1	Hrs	8 320,00	
2.2.1.6	Plumber x 2	Hrs	16 640,00	
2.3.2	WEEKDAYS, SATURDAY, SUNDAY AND PUBLIC HOLIDAYS			
	Note: All overtime will be subject to the authorization and approval of management as stipulated in clause 3.8 of the Eskom Conditions of Service Document 32-0019M.Overtime			
2.3.2.1	Weekdays Overtime			
2.3.2.1.1	Cleaning Supervisor x 1	Hrs	2 600,00	
2.3.2.1.2	Cleaners x 5	Hrs	13 000,00	
2.3.2.1.3	Plumber x 1	Hrs	2 600,00	
2.3.2.1.4	Safety Officers x 1	Hrs	2 600,00	
2.3.2.2	Saturday			
2.4.2.2.1	Cleaning Supervisor x 1	Hrs	1 248,00	
2.4.2.2.2	Cleaners x 5	Hrs	6 240,00	
2.4.2.2.3	Plumber x 1	Hrs	1 248,00	
2.4.2.2.4	Safety Officers x 1	Hrs	1 248,00	
2.3.2.3	Sunday and Public Holidays			
2.3.2.3.1	Cleaning Supervisor x 1	Hrs	1 536,00	
2.3.2.3.2	Cleaners x 5	Hrs	7 680,00	
2.3.2.3.3	Plumber x 1	Hrs	1 536,00	
2.3.2.3.4	Safety Officers x 1	Hrs	1 536,00	
2.4	<u>OUTAGE (AS AND WHEN)</u>			
-	-			
2.4.1	NORMAL TIME- NIGHT SHIFT			
2.4.1.1	Cleaning Supervisor x 1	Hrs	6913	
2.4.2.2	Cleaners x 5	Hrs	34563	
2.4.2	SATURDAY, SUNDAY AND PUBLIC HOLIDAYS - NIGHT SHIFT			
2.4.2.1	Saturday			

2.4.2.1.1	Cleaning Supervisor x 1	Hrs	1444	
2.4.2.1.2	Cleaners x 5	Hrs	7219	
2.4.2.2	Sunday			
2.4.2.2.1	Cleaning Supervisor x 1	Hrs	1444	
2.4.2.2.2	Cleaners x 5	Hrs	7219	
2.4.2.3	Public Holiday			
2.4.2.3.1	Cleaning Supervisor x 1	Hrs	333	
2.4.2.3.2	Cleaners x 5	Hrs	1663	
3	PLANT AND MACHINERY			
3.1	<u>Plant</u>			
	NOTE: The Contractor on request and with agreement with the services manager shall provide the following equipment with the operator for Medupi Power Station Facility Maintenance purpose and shall be operated by authorised personnel:			
3.1.1	Normal Operations Hours			
3.1.1.1	10 Ton Truck	Hrs	3072	
3.1.2	During Outage (As and When)			
3.1.2.1	10 Ton Truck	Hrs	9264	
3.2	<u>Machinery</u>			
	NOTE: All Floor Polishers, Vacuum Cleaners, Carpet Cleaner, etc. Becomes the property of Eskom once the Contract comes to an end			
3.2.1	Numatics Standard Speed (150rpm) floor scrubber	Once-Off	3	
3.2.2	Karcher T 15/ 1 Pro Dry Vacuum Cleaner	Once-Off	3	
3.2.3	Katcher SE 4001 Carpet Cleaner	Once-Off	3	
4	NON-FLUSH & VIP TOILET SERVICES WITH WASTE REMOVAL			

-	<u>Provision and Maintenance of Non-Flush and VIP Mobile Toilet Services with Waste Disposal and Site Establishment</u>			
-	-			
4.1	Normal Utilization (Over 4 Years)			
4.1.1	Site Establishment – To & Off site (Inclusive of site running costs)	Once-Off	1	
4.1.2	Non-Flush Toilets – Daily Maintenance services x 50	Per Month	48	
4.1.3	Septic Tank Drainage – Monthly services Maintenance Including Disposing Waste Liquid x 8	Per Month	48	
4.1.4	VIP Twin Mobile Toilets with Solar Lights (M&F) Daily services x 8	Per Month	48	
4.2	AS and When Required			
4.1.1	Non-Flush Toilets – Daily Maintenance services x 25	Per Month	24	
4.1.2	Septic Tank Drainage Including Disposing Waste Liquid – Monthly services Maintenance x 3	Per Month	24	
4.3	Outage in Four years			
4.3.1	Non-Flush Toilets – Daily Maintenance services x 20	Per Outage	16	
4.3.2	Septic Tank Drainage Including Disposing Waste Liquid – Monthly services Maintenance x 4	Per Outage	16	
5	CONSUMABLES			
<u>5.1</u>	<u>CONSUMABLES</u>			
-	-			
-	All budgetary allowances and/or provisional sums shall be expended as directed by the Employer after all due diligence has been done.			
-	-			
-	All items provisional items shall be measured as executed and paid according to the prices in the pricing document and/or pre-approved quotations. Any balance remaining shall be deducted from the contract value.			
-	-			

-	No commitment to expending any portion of the budgetary allowance and/or provisional sums are made or implied by the Employer. are made or implied by the Employer.			
-	-			
5.1.1	Consumables as per Annexure B: List of consumables	Sum	1	
5.1.2	Hygiene Services: SHE BIN	Per Month	48	
6	PEST CONTROL EQUIPMENT			
6.1	<u>PEST CONTROL EQUIPMENT</u>			
-	-			
6.1.1	Pest Control / Insecticide Sprayer Service (3 times in a year)			
	Service of Rodent x 1000 Balt Stations	Monthly	48	
	Carcass/ Rodent removal (As and When Required)	Daily	192	
	Inside spray and fumigation. (Cockroach, Ants, Termites) - Quartely	m2	37 238,86	
	Window Cleaning/ dusting/ Spider web	Yearly	4	
7	CANOPY ASSEMBLY AND SITE FACILITIES			
7.1	<u>EARTHWORKS</u>			
7.1.1	Site clearance			
7.1.1.1	Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc and trees not exceeding 200mm girth	m2	712,08	
7.1.2	Excavation in earth not exceeding 2m deep			
7.1.2.1	Holes for post footings	m3	0,47	
7.1.3	Extra over all excavations for carting away			
7.1.3.1	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	0,47	
7.1.4	Soil insecticide in accordance with SANS 5859			

7.1.4.1	Under Pavement etc, including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming			
7.1.4.2	To bottoms and sides of Holes for post footings, etc	m2	0,52	
7.2	<u>CONCRETE, FORMWORK AND REINFORCEMENT</u>			
7.2.1	25Mpa UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES			
7.2.1.1	Holes for post footings	m3	0,47	
7.3	<u>ROOF COVERINGS, CLADDINGS, ETC</u>			
7.3.1	PROFILED METAL SHEETING AND ACCESSORIES			
7.3.1.1	0,6mm Spelter galvanised corrugated steel sheets screwed to steel purlins or rails with pitches not exceeding 25 degrees, including screws to fix sheeting to steel purlins.	m2	265,72	
7.4	<u>STRUCTURAL STEELWORK</u>			
7.4.1	STEEL COLUMNS AND BEAMS			
7.4.1.1	100 x 100mm x 2.0mm Thick Square steel tube for posts (6.154kg/m), with and including 150 x 150mm x 2.0mm steel baseplate welded to bottom of steel post and planted in concrete footing, including 3 coats of paint. (Concrete footing measured elsewhere).	m	51,75	
7.4.1.2	100 x 55 x 20mm x 2.0mm Lipped U-channel for beams welded to posts and to form frames, including 3 coats of paint.	m	121,3	
7.4.1.3	75 x 50 x 20mm x 2.0mm Lipped angle for purlins, one side welded to beams and other side screwed to roof sheeting, including 3 coats of paint.	m	212,09	
7.5	<u>EXTERNAL WORK</u>			
7.5.1	ROADWORK, PARKING AREAS AND PAVING			
7.5.1.1	<u>Compaction of surfaces</u>			

7.5.1.1.1	Compaction of ground surfaces under parking areas etc by wetting and compacting with 12 passes of a 3-sided 25 kilo Joule high energy impact compactor to 90% Mod AASHTO density, including watering to achieve acceptable density.	m2	265,72	
<u>7.5.1.2</u>	<u>Filling supplied by the contractor under parking areas, roadways, etc</u>			
7.5.1.2.1	Imported G5 compacted to 90% Mod AASHTO density, including watering to achieve acceptable density.	m3	39,86	
<u>7.5.1.3</u>	<u>50mm Thick 25MPa precast concrete interlocking block paving of 200 x 100mm grey paving blocks in accordance with SANS 1058, laid to falls on and including 50mm thick sand layer with joints filled in with sand, compacted with a vibration compactor</u>			
7.5.1.4	Paving to Canopy areas etc to falls.	m2	328,32	
7.5.1.5	Straight edge paving blocks around Canopy areas.	m	70,4	
<u>7.6</u>	<u>ELECRICAL WORKS</u>			
7.6.1	CABLES			
7.6.1.1	1,5mm 2-Core	m	140	
7.6.2	EARTH CONDUCTORS			
7.6.1.2	<u>Bare copper earth conductors</u>			
7.6.1.2.1	2,5mm2	m	140	
7.6.3	LIGHT SWITCHES, SOCKET OUTLETS, ETC			
7.6.3.1	16A Flush mounted one lever one-way switch unit	No	4	
7.6.4	LUMINAIRES			
7.6.4.1	Flourescent Light	No	8	
7.6.5	CONDUITS ETC			

	<u>Rigid PVC conduits</u>			
7.6.5.1	20mm Diameter	m	140	
7.7	<u>SITE FACILITIES</u>			
7.7.1	1 Off 12m x 2.4m x 2.59m (28.8m²) Container : Executive Office			
7.7.1.1	12m "B Grade" Shipping Container 2nd Hand - Wind & Watertight	No	1	
7.7.1.2	Insulate 12m GP Container with 40mmEPS and 0.47mm CDK Cladding	No	1	
7.7.1.3	NC2 Steel Window with Burglar Guards Installed	No	4	
7.7.1.4	1200x1500 Venetian blind with track (Alum)	No	4	
7.7.1.5	Steel Door (Single) Cut from Container Complete with 3 Lever Lock	No	2	
7.7.1.6	Paint 12m GP Container - Outside - Std White Colour	No	1	
7.7.1.7	PU Black Rubberising Installed on Floor - 3mm-	m2	28,8	
7.7.1.8	Electrical DB with 60A Main + CB's & Compliance Certificate (Internal)	No	1	
7.7.1.9	Double Plug Point Installed with Wiring (1x16A + Euro SSO)	No	4	
7.7.1.10	Light Switch Installed with Wiring	No	2	
7.7.1.11	1.2m Double LED Light Installed with Wiring (4') - 2x 18W	No	4	
7.7.1.12	12000BTU Split Airconditioner Installed with Isolator	No	2	
7.7.2	1 Off 12m x 2.4m x 2.59m (28.8m²) Container : Male and Female Toilet Ablution -			
7.7.2.1	12m "B Grade" Shipping Container 2nd Hand - Wind & Watertight	No	1	
7.7.2.2	Insulate 12m Container Roof ONLY with 40mm EPS and 0.47mm CDK Cladding	No	1	
7.7.2.3	Partition 2.4m Installed in Container with 50mm SIP Panel GP	No	1	
7.7.2.4	Paint 12m GP Container - Inside - Std White Colour	No	1	
7.7.2.5	Paint 12m GP Container - Outside - Std White Colour	No	1	
7.7.2.6	NG1 Steel Window with Burglar Guards Installed	No	9	
7.7.2.7	Steel Door (Single) Cut from Container Complete with 3 Lever Lock	No	2	
7.7.2.8	PU Black Rubberising Installed on Floor - 3mm- Price	m2	28,8	
7.7.2.9	Electrical DB with 60A Main + CB's & Compliance Certificate (Internal)	No	1	
7.7.2.10	Light Switch Installed with Wiring	No	2	
7.7.2.11	Bulkhead Light Installed with Wiring	No	9	

7.7.2.12	1.8m Panel Partition for Toilet with Door and Indicator Bolt (excludes toilet)	No	9	
7.7.2.13	Toilet Installed (excludes partition and door)	No	9	
7.7.2.14	Urinal Installed with Flush-Master	No	3	
7.7.2.15	Basin with Cold Water Taps Installed	No	6	
7.7.3	1 Off 12m x 2.4m x 2.59m (28.8m²) Container : Kitchen Unit -			
7.7.3.1	12m "B Grade" Shipping Container 2nd Hand - Wind & Watertight	No	1	
7.7.3.2	Insulate 12m GP Container with 40mmEPS and 0.47mm CDK Cladding	No	1	
7.7.3.3	NC2 Steel Window with Burglar Guards Installed	No	2	
7.7.3.4	1200x1500 Venetian blind with track (Alum)	No	2	
7.7.3.5	Steel Door (Single) Cut from Container Complete with 3 Lever Lock	No	1	
7.7.3.6	Aluminium Sliding Door 2100mm H x 1800 W	No	2	
7.7.3.7	Paint 12m GP Container - Outside - Std White Colour	No	1	
7.7.3.8	PU Black Rubberising Installed on Floor - 3mm	m2	28,8	
7.7.3.9	Whirly Bird Installed	No	1	
7.7.3.10	Electrical DB with 60A Main + CB's & Compliance Certificate (Internal)	No	1	
7.7.3.11	Double Plug Point Installed with Wiring (1x16A + Euro SSO)	No	4	
7.7.3.12	Light Switch Installed with Wiring	No	1	
7.7.3.13	1.2m Double LED Light Installed with Wiring (4') - 2x 18W	No	4	
7.7.3.14	10litre Prisma Underbasin Geyser 400k Installed	No	1	
7.7.3.15	1200mm Double Bowl Stainless Steel Sink in Cabinet	No	1	
7.7.3.16	Post-Form Top Installed - per running metre - one leg	No	9	
7.7.4	Transport			
7.7.4.1	Delivery of 12m Container Slice to Medupi Power Station, Lephale.	No	3	
7.8	<u>FENCING</u>			
7.8.1	Galvanised barbed wire covered with galvanised diamond mesh wire fence and bitumen-aluminium painted (two coats) steel standers, pipe posts, stays, gates, etc including galvanised steel bolts, straining eye bolts, etc, site clearance and preparation of ground			

7.8.1.1	Security fence 1,8m high vertically with 600mm wide 45 degree overhang to one side, of Y section standards with overhang at not exceeding 3m centres, with 3 strands of 1,6mm straining wire and 7 strands of type 1,8mm barbed wire tied to standards, posts and eye bolts and the vertical height covered with and including 1800mm high x 75mm x 1,8mm thick diamond wire mesh tied at 600mm centres to each straining wire.	m	97,06	
7.8.1.2	Extra over for 76mm diameter intermediate post 1,8m long planted in 100 x100 x 100mm 25MPa concrete footing.	No	25	
7.8.1.3	Extra over for 100mm diameter straining or gate post 2,4m long planted in 100 x100 x 100mm 25MPa concrete footing	No	10	
7.8.1.4	Double fencing gate 3,0m wide x 1,8m high of 85mm diameter framing filled in with barbed wire at not exceeding 600mm centres horizontally and covered with galvanised diamond mesh wire, including hinges, spring latch with catch, locking chain, lock, etc complete.	No	1	

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
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C3.1	<i>Employer's Service Information</i>	
C3.2	<i>Contractor's Service Information</i>	
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C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

The need for the general office cleaning services is because of always keeping the offices and Park-homes 'at Medupi power station clean and hygienic. Maintaining cleanliness in offices and ablution facilities is essential for promoting health, safety, productivity, and a positive image for Eskom and to prevent the build-up of debris and food particles that can attract pests' infestations in the workplace. Clean offices will create a positive impression on clients, visitors, and employees. It reflects professionalism and maintain a high standard of cleanliness. Regular cleaning of equipment and facilities will contribute to their longevity by preventing the accumulation of dirt, dust and debris that may cause wear and damage. This is an all-inclusive General Office, park homes and Ablution Facilities including mobile and portable toilets Cleaning Service that will render a service daily to Medupi Power Station in Lephalale. This will include provision of labour, supervision and management, staff uniform/PPE, equipment and its maintenance, transport, and services such as cleaning, sanitary waste management, deep cleansing, pest control, cleaning high rise windows, cleaning and servicing of mobile and portable toilets, supply of consumables, etc. The objective of the cleaning contract is to achieve high quality of standard of cleaning to ensure health and safety of personnel occupying the site office premises. Eskom intends to enter a 4-year (48 months) contract commencing on the said date with a suitable qualified, experienced, and established cleaning supplier with the capacity to deliver general office cleaning services, park homes and ablution facilities for Eskom at Medupi power station

1.2 Employer's requirements for the service

Eskom intends to enter a 4-year (48 months) contract commencing on the said date with a suitable qualified, experienced, and established cleaning supplier with the capacity to deliver general office cleaning services, park homes and ablution facilities for Eskom at Medupi power station as per Scope of work.

To provide a full service in terms of management and Administration of overall housekeeping, ablution services including mobile & portable toilets and waste collection and removal service required to maintain the office to high standard. This is an all-inclusive General Office, park homes and Ablution Facilities including mobile and portable Cleaning Service that will render a service daily to Medupi Power Station in Lephalale. To ensuring that effective cleaning services is carried out in all areas by making use of the necessary cleaning equipment and chemicals.

Providing appropriate staff, equipment, and material to perform the service, managing and administering the process and managing staff.

The service Providers shall ensure compliance to all Employer regulations, processes and policies and procedures, including without limitation. Supply to provide employer with a cleaning schedule two weeks after the contract award and updated monthly. oversees several project sites and their team and daily tasks. And supervisors carry out their work and inspect the work area after it has been serviced. Manages the work schedule and reallocates work to cover absences. Maintain quality consistent cleaning standard through regular inspection, evaluations, and adjustment to ensure quality service delivery. The supplier shall always comply with a draft contract quality plan and must address the minimum requirements as per ISO 9001:2015 and any other related requirements.

Recruiting, training, and supervising staff to ensure they are competent reliable, motivated, and adhere to professional standard. Implement and enforce health and safety protocol to create a secure working environment for staff and occupants for offices and ablution sites. Provide excellent customer service by fostering positive relationships addressing clients concerns promptly and demonstrating a commitment to client satisfaction. Develop and implement plans for handling emergencies or urgent needs, demonstrating quick and effective response capabilities.

To ensure effective pest control is essential to keep pest out of offices and prevent them from spreading harmful bacteria. Keep external areas tidy and free from weeds. Make sure bins have close-fitting lids and are easy to clean and clean and disinfect regularly. clean and provide ablution services on the mobile and portable toilets around designated areas within the station Make sure chemical used to control pest are stored correctly in the correct way and clearly labelled. Provide deep clean and disinfectant as 'when required. Do litter picking around the station and within all station working areas. Use or implement environmentally friendly cleaning practice, using eco-friendly products and chemicals when applicable, and guideline.

Keep accurate records of service activities, and any necessary documentation for reference and compliance.

Supplier will supply their own consumable to their own staff.
Telecommunications facilities and installation accounts are for the Supplier account

Standard Service Required and Frequency

The contractor will be responsible for the planning of the work schedule activities, supply, and delivery to site of all equipment, materials and services needed to execute the works.

The following table outlines the minimum requirements in terms of the service and the frequency and can be adapted to accommodate changes in circumstances.

Offices, Boardrooms, classrooms, control rooms, laboratories, kitchen, and dining areas	
Activity	Frequency
Sweep Mop Wipe equipment and furniture Wipe doors, door frames, door handles and windowsills. Clean and disinfect surface areas (tabletops) Remove soiled dishes and wash for boardrooms. Wash dishes and cloths Empty, wash and disinfect waste bins	Daily and in-between use
Storerooms and Workshops	
Activity	Frequency
Sweep Mop Wipe equipment and furniture Wipe doors, door frames, door handles and windowsills Empty, wash and disinfect waste bins Wipe all items in storage and shelves	As and when required but the offices must be cleaned daily.
Foyers/Veranda	
Activity	Frequency
Sweep Mop Clean door mats Wipe equipment and furniture Wipe doors, door frames, windowsills and disinfect door handles and handrails Empty, wash and disinfect waste bins. Sweep and mop entrance stairs Vacuum and dust carpets/mats Empty ash trays Dust light fixtures and shades	Daily and in-between use.

Sports Centre/ Gym	
Activity	Frequency
Sweep Mop Vacuum carpets Wipe and disinfectant equipment and furniture Wipe doors, door frames, door handles and windowsills Empty, wash and disinfect waste bins Wipe all items in storage and shelves	

pick up and safely keep any small parts from gym equipment's

Ablution Facilities including mobile and portable toilets	
Activity	Frequency
<p>Sweep Mop Clean and disinfect toilet and urinal Clean and disinfect hand wash basin Empty waste bin Wash and disinfect waste bin Wipe equipment and furniture Wipe doors, door frames, door handles, windowsills, and mirrors Replenish toilet paper and hand towels Refill hand soap, seat sanitizer, air fresheners, urinary blocks Clean and disinfect showers Disinfect toilet brushes Replace toilet brushes on agreement with the Employer transportation of liquid waste, including sewage and industrial effluents fix all leaks on mobile portable toilets pipes exchanging septic tanks Daily inspection and perform any other plumbing service required on portable and mobile toilets Replace all defected flushing mechanism, cisterns, seat covers Daily service of 75 non flush mobile toilets 220, 000L septic tanks drainage daily service Daily Service of 10 VIP Twin Mobile Toilets with solar lights deep clean mobile portable toilets Female ablutions including mobile portable toilets In addition to the above: Empty sanitary (SHE) bins Wash and disinfect sanitary bins Provide necessary environmental compliance records such as landfill site permits, registration and transportation certificates, waste disposal records as instructed by the Environmental Manager</p>	<p>Daily and in-between use Note: <i>Ablutions are checked frequently, at least once every two hours and any deviations addressed. A checklist is kept and signed at each facility by a cleaner and supervisor.</i> Male & Female ablutions Daily and between use</p>
Spring Cleaning and Deep cleansing	
Activity	Frequency
<p>Wash walls Wash/wipe ceilings Wash chairs Wash carpets Strip and polish Wash windows and external windowsills Toilet deep cleaning services includes: Urinals Shower drains Toilet bowls Toilet rims, seats, and covers. Kitchen deep cleaning services includes: Kitchen drains Kitchen sinks and worktops</p>	<p>twice every six months and as and when required Monthly and as and when required.</p>

Drawers and cupboards Areas behind appliances such as fridges and stoves The inside of stoves, fridges, microwaves, and another kitchen appliance	
General Maintenance	
Activity	Frequency
Ensure that milk, coffee, tea, and sugar are replenished available. Water bottles, coffee machines are always filled up and clean. Fridges, water coolers are always kept clean. Office paving is kept clean all the time Daily removing of used wheelie bins bags and replacement. Carry and store station grocery Assist during station functions Perform any other extra mural activities	Daily
Pest Control	Frequency
Activity	
Service of Rodent x1000 Bait Stations	Monthly
Carcass / Rodent removal	Daily & as when required
inside spray and fumigation. (Cockroach, Ants, Termites	Daily & as when required
insecticide sprayer services	Quarterly
Window cleaning/dusting/spider web - inside Admin building	Quarterly

The cleaning frequency must be adjusted during times of high traffic, outages, visits, or exceptional use to maintain a high level of service and customer satisfaction. The Contractor must establish the location of those areas and make provision for frequent and additional service to ensure an always neat, tidy, and hygienic facility.

WORKING AT HEIGHT WINDOW CLEANING & COLLECTION OF LIQUID WASTE INCLUDING SEWAGE & INDUSTRIAL WASTE

Working at height is a significant part of work within Eskom. Working at height is high-risk.

activity, and therefore the contractor must ensure all precautions must be taken to prevent incidents while working at height. It is contractors' responsibility and commitment to ensure a safe working environment that is in line with its Safety, Health, Environmental and Quality (SHEQ) Policy, along with other legislative obligations.

Contractor is responsible for:

The contractor to provide manpower with necessary protective equipment to work at heights and ensuring that all employees who will do the cleaning of Highrise windows have the necessary training and experience in the field especially working at height rope access.

Cleaning of exterior and interior windows of the following buildings:

- Office admin building
- 4.
- Workshop and stores

The highest windows of the buildings are at a height of 16.55 meter.

Frequency for cleaning windows will be on a quarterly basis or as and when required by the client. The frequency can be increased or decreased. This will be managed via a task order.

Cherry picker of approximately 20m must also be provided where necessary.

Ensuring all safety plans, method statement including Fall Protection Plan are in place and accepted by the Client Safety Department prior starting work.

Ensuring windows are free from film, grime, grit, spider webs, spots, stains and residue.

Ensure any accumulated dirt, smears, paint specs, or other foreign matter is hand scraped from the windows in a manner that does not damage such windows or surfaces.

Ensuring avoidance of use of any supplies, materials, equipment, or methods that could damage window surface, adjacent areas, structures or building in any manner.

Inspecting window gaskets, sealants, and frame to structure caulk joints as part of the frames, cracks, chips, and or damage as part of the window cleaning process.

A report of defects observed on the mobile portable toilets such as (door handles, cistern, flushing mechanism, toilet seats, handrails, any water leaks) and window and supporting structures must be submitted to the Service Manager. A plumber will have to fix all plumbing defects reported and all other defects Contractor will have to appoint service provider to close off all defects raised upon receipts of approval from service manager

Collection of liquid waste, including sewage and industrial effluents in the units on all different meter levels daily and during Outages as per the calendar

BUILDING	AREA SIZE	
	Unit	Size
Description		
Unit 2 & 1	m ²	2 058.70
Passage	m ²	130.90
Unit 6 to 3	m ²	4 117.40
Fire station	m ²	1 734.43
Medical building	m ²	1 734.43
Access Control Cabins (gate 1- 5)	m ²	1 159.08
Procurement, Stores and Maintenance Building	m ²	3 304.00
Main Office Block	m ²	2 280.20
Water Treatment Plant	m ²	1 734.43
Access Control Building - Nkandla	m ²	1 934.43
Main Access Control Gate (Cabins)	m ²	1 890
Station Service Building (SSB)	m ²	1 734.43
Laboratory	m ²	1 834.43
Gx Cabins x 92	m ²	11592
If there are any other buildings, it will be communicated with contractor		

List of consumables to be used includes but not limited to:

The frequency, quantities, and quality to be agreed with Service Manager. ITEM	DESCRIPTION
1	Toilet paper (SABS Approved)
2	Hand paper towel barrel rolls single ply, centre pool, 30gsm
3	BH38 (all purpose)
4	Toilet cleaner
5	Deo balls
6	Disposable gloves
7	Dust masks
8	Respiratory masks
9	Mutton cloth
10	Stalk Broom
11	Floor Mop
12	Feather duster
13	Dust pan
14	Toilet brush
15	Dishwashing liquid
16	Dish cloth
17	Dish towel
18	Refuse bags for office bins (black or clear)
19	Refuse bags for 240lt wheelie bins
20	Liquid hand soap
21	Sanitary bags
22	Toilet seat sanitizing sprays

Supply and Control of Materials, Equipment and Consumables

The Contractor shall be responsible for:

Purchasing, replenishing, safe storage, distributions, and control of consumables, to agreed inventory levels, of consumables and some non-consumables (i.e., equipment's) required by the staff in the provision of the cleaning services.

For details, not limited please refer to attached Appendix B; all quantities, quality to be agreed with service manager

Requesting approval from Service Manager before purchasing of consumables. A copy of stock request must show stock remaining in store versus new stock required.

Safe storage of all consumables. Should any of its staff members found to be pilfering the cost shall be recoverable from the Contractor and security protocols will be implemented to deal with culprits.

Maintaining records of receipts and issues which should be reconciled, and report submitted to the Service Manager monthly.

All consumables and materials bought belongs to Eskom and they must be delivered to Medupi power station support service storage area

Ensure any non-compliant cleaning equipment is not used by any person whatsoever in the provision of the cleaning services.

Ensure that its staff is properly trained in the use of cleaning materials and equipment; and

Ensure that equipment used is safe and does not endanger the operator/s or member of the public in the surrounding areas where the equipment is being used.

3.7 Sanitary, liquid waste, including sewage and industrial effluents Waste Services

The contractor will be responsible for providing suitable sanitary waste bins at all ladies' toilets appropriate to the workforce size and work duration to confirm with the requirements of health and safety Act No 85 of 1993, facilities regulations. Furthermore, the bins are to be emptied at least twice a month, washed, and disinfected regularly.

Collection, transportation, and disposal must be done in line with the health, safety, and environmental statutory requirements. This activity must be done by a supplier accredited/suitable to do it safely.

Provide necessary environmental compliance records such as landfill site/ treatment facility permits, registration and transportation certificates, waste disposal records (Waste manifest) as stipulated in Medupi Power station Waste Management work instruction: 240-101861550.

The contractor should establish a central sanitary waste storage area, where the Medupi power station business partners may drop off their sanitary waste.

transportation of liquid waste, including sewage and industrial effluents

Sewage shall be disposed onsite sewage system

Contractor is mandated to Provide SDS for the chemical used in the mobile toilets

Pest Control Services

Supply to provide an effective and continuous programme for pest control, which shall include a regular planned inspection and the surrounding area for evidence infestation. Refer to Attached Appendix A for name of buildings and sizes and if there is other area they will be communicated with contractor. Standard Service Required and Frequency as per clause 3.5

The pest control will be the responsibility of the contractor.

Provide all necessary equipment, chemicals, and supplies to provide all required services.

Providing Valid Pest Control Officer Certificate for the applicator in line with Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947)

Providing the Service Manager with safety data sheet for pest chemical to be used for acceptance by HSE Department

Providing method statement for pest control for acceptance by HSE Department

Making every endeavour to safeguard health and safety of people and animals in the Property against any perils of using pesticides.

Provide combat bait station.

Deep Cleaning Services

Deep cleaning of ablution facilities including mobile portable toilets, basins and kitchens using suitable chemicals will be required.

Disinfection service will also be required at any given periods, and this involves the application of chemical to destroy most micro-organisms on surfaces.

- Recycling Participation

- Waste emptied from office bins is separated into different waste streams and refuse bags and must be emptied or disposed-off into appropriate wheelie bins. Shredding of office documents to be collected for disposal.

1.3 Interpretation and terminology

If required include here definitions additional to those used in the *conditions of contract* which are required only for the purpose of making the Service Information easier to draft and read. Also list abbreviations used and provide a full interpretation of each one, for example:

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
OBL	Outside battery limits

2 Management strategy and start up.

2.1 The Contractor's plan for the service

N/A

2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk registers and compensation events	Weekly	Medupi Power station	Contract Manager and Contract Supervisor
Overall contract progress and feedback	Monthly	Medupi Power station	Contract Manager and Contract Supervisor
Daily activities, planning and Progress	As when required	Medupi Power station	Contract Manager and Contract Supervisor
Title and purpose	Approximate time & interval	Location	Attendance by:

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

As per 4.1.1

2.4 Provision of bonds and guarantees

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

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

2.5 Documentation control

This includes but not limited to:

Roster for routine maintenance

Cleaning schedule and service records

List of defects and corrections (defects notification Report)

Monthly Manpower Stats

A stock control list of all purchased and stored goods versus usage and area of usage and consumables invoices

Weekday and weekend attendance register

Safety and Environmental requirements

2.6 Invoicing and payment

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

The *Contractor* shall address the tax invoice to

_____ and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- (add other as required)

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

2.7 Contract change management

Compensation event can be either reported by either *The Contractor* or *the Employer*. The Employer will follow the compensation event process, and The Contractor will be requested to submit quotation related to the compensation event.

2.8 Records of Defined Cost to be kept by the Contractor

The *Employer* will inform the *Contractor* on the record keeping for the purpose of compensation event management and other contract related matter during contractual meetings.

2.9 Insurance provided by the Employer

Name and Surname	Contact Details	e-mail address
Mr Wiseman Khoza	+27 11 800 6268	Wiseman.khoza@eskom.co.za
MR Krishan Chaithoo	+27 11 800 4455	ChaithK@eskom.co.za
Ms Thembi Mabanga	+27 11 800 6509	thembi.mabanga@eskom.co.za
Ms Mamosidi Katane- Mathibela	+27 11 800 6380	KataneE@eskom.co.za
Mr Velaphi Mabaso	+27 11 800 3836	Velaphi.mabaso@eskom.co.za
Ms Beverley Jemaine-Cain	+27 11 800 3331	Beverley.jemaine-cain@eskom.co.za

2.10 Training workshops and technology transfer

N/A

2.11 Design and supply of Equipment

- Purchasing, replenishing, safe storage, distributions and control of consumables, to agreed inventory levels, of consumables and some non-consumables (i.e. equipment's) required by the staff in the provision of the cleaning services. For details please refer to attached Appendix B;
- Requesting approval from Service Manager before purchasing of consumables. A copy of stock request must show stock remaining in store versus new stock required;
- Safe storage of all consumables. Should any of its staff members found to be pilfering the cost shall be recoverable from the Contractor and security protocols will be implemented to deal with culprits;
- Maintaining records of receipts and issues which should be reconciled, and report submitted to the Service Manager on a monthly basis;
- All consumables and materials bought belongs to Eskom

- Ensure any non-compliant cleaning equipment is not used by any person whatsoever in the provision of the cleaning services;
 - Ensure that its staff is properly trained in the use of cleaning materials and equipment; and
- Ensure that equipment used is safe and does not endanger the operator/s or member of the public in the surrounding areas where the equipment is being used remains with the *Contractor*.

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

2.12.1 Equipment

None Information and other things

The Contractor has to return all tools and equipment that The Employer paid for.

2.12.2 Information and other things

None Information and other things

The Contractor has to return all tools and equipment that The Employer paid for.

2.13 Management of work done by Task Order

Task orders may be issued on monthly basis for routine works and for ad hoc requests.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in Annexure _____ to this Service Information.

The contractor shall comply with all applicable requirements of SHEQ system.

All necessary Environmental and Safety Management procedures and reports to be submitted to the Service Manager or Supervisor as agreed.

The contractor shall comply with all requirements of Quality as per Eskom's Quality Requirements and ISO 9001-2015.

Contractors and their sub-Contractors shall at all times ensure compliance with all relevant Occupational Health and Safety Act 85 of 1993, and any regulations or by-laws of any local or statutory authority, ordinances, as well as client's procedures and other guidelines pertaining to the scope of work.

The Contractor acts in accordance with the health and safety requirements stated in the Works Information: In carrying out its obligations to the Employer in terms of this contract; in providing the Works; in using Plant, Materials and Equipment; and while at the Site for any reason, the Contractor complies and procures and ensures the compliance by its employees, agents, Sub Contractors and mandataries with:

the provisions of the Occupational Health and Safety Act 85 of 1993 (as amended) and all regulations in force from time to time in terms of that Act ("the OHS ACT") the contractor's SHE(Q) Policy the health and safety and Environmental plan prepared by the Contractor in accordance with the SHEQ Requirements and all other applicable requirements.

(The OHS Act, its Regulations and Eskom SHEQ related requirements are collectively referred to as the "SHEQ Requirements"). The Contractor, at all times, considers itself to be the "Employer" for the purposes of the OHS Act and shall not consider itself under the supervision or management of the Employer with regard to compliance with the SHEQ Requirements, the Contractor shall furthermore not consider itself to be a subordinate or under the supervision of the Employer in respect of these matters. The Contractor is at all times responsible for the supervision of its employees, agents, Sub Contractors and mandataries and takes full responsibility and accountability for ensuring they are competent, aware of the SHEQ Requirements and execute the Works in accordance with the SHEQ Requirements. The Contractor acknowledges that it is fully aware of the requirements of all the above and undertakes to employ only people who have been duly authorized in terms thereof and who have received sufficient training to ensure that they can comply there with. The Contractor ensures that all statutory appointments and appointments required by any Eskom Regulations are made and that all appointees fully understand their responsibilities and is trained and competent to execute their duties. The Contractor supervises the execution of their duties by all such appointees. The Contractor shall appoint a competent person who will liaise with the Eskom Safety/ Environmental Officer responsible for this contract. The person so appointed shall, on request: Supply the Eskom Safety/ Environmental Officer with copies of minutes of all Health and Safety Committee meetings, whenever they are required to do so.

Supply the Eskom Safety/Environmental Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall advise the Eskom Safety Officer of any changes thereto. The Employer, or any person appointed by the Employer, may at any stage during the period of this contract:

Conduct health and safety and Environmental audits regarding all aspects of compliance with the SHEQ Requirements, at any site place of work, or the site establishment of the Contractor.

Refuse any employee, Sub Contractor or agent of the Contractor access to site if such person has been found to commit an unsafe act or any unsafe working practice or is found not to be qualified or authorised in terms of the SHEQ Requirements;

Issue the Contractor with a stop order should the Employer become aware of any unsafe working procedure or condition or any non-compliance with any provision of the SHEQ Requirements.

The Contractor immediately reports any disabling injury as well as any threat to health or safety of which it becomes aware at the Works or on the Site to the Employer's Representative.

The Contractor immediately reports any environmental incident as well as any threat to the environment of which it becomes aware at the Works or on the Site to the Employer's Representative.

The Contractor undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures as well as provisions in the Facilities Safety Health and Environmental Management Systems. The Contractor appoints a person, competent in accordance with the SHEQ Requirements, as the liaison with the Eskom Safety/Environmental Officer for all matters related to health and safety. The Contractor confirms that it has been provided with sufficient written

information regarding the health and safety as well as Environmental arrangements and procedures applicable to the Works to ensure compliance by it and all employees, agents, Sub Contractors or mandataries with the SHEQ Requirements while providing the Works in terms of this contract. As such, the Contractor confirms that this contract and the relevant Eskom Regulations referred to in this contract constitute written arrangements and procedures between the Contractor and the Employer regarding health and safety for the purposes of section 37(2) of the OHS Act. The Contractor agrees that the Employer is relieved of any and all of its responsibilities and liabilities in terms of Section 37(1) of OHS ACT in respect of any acts or omissions of the Contractor, and the Contractor's employees, agents or Sub-Contractors, to the extent permitted by the OHS Act. The Contractor hereby indemnifies the Employer and holds the Employer harmless in respect of any and all loss, costs, claims, demands, liabilities, damage, penalties or expenses that may be made against the Employer and/or suffered or incurred by the Employer (as the case may be) as a result of, any failure of the Contractor,

The contractor to provide manpower with necessary protective equipment to work at heights and ensuring that all employees who will do the cleaning of Highrise windows have the necessary training and experience in the field especially working at height rope access.

Cleaning of exterior and interior windows of the following buildings:

Office admin building.

Workshop and stores.

The highest windows of the buildings are at a height of 16.55 meter.

Frequency for cleaning windows will be on a quarterly basis or as and when required by the client. The frequency can be increased or decreased.

This will be managed via a task order. Cherry picker of approximately 20m must also be provided where necessary.

Ensuring all safety plans, method statement including Fall Protection Plan are in place and accepted by the Client Safety Department prior starting work.

Ensuring windows are free from film, grime, grit, spider webs, spots, stains and residue. Ensure any accumulated dirt, smears, paint specs, or other foreign matter is hand scraped from the windows in a manner that does not damage such windows or surfaces.

Ensuring avoidance of use of any supplies, materials, equipment, or methods that could damage window surface, adjacent areas, structures or building in any manner.

Inspecting window gaskets, sealants and frame to structure caulk joints as part of the frames, cracks, chips, and or damage as part of the window cleaning process.

A report of defects observed on the window and supporting structures must be submitted to the Service Manager

3.2 Environmental constraints and management

3.2.1 Sanitary waste services

The contractor will be responsible for providing suitable sanitary waste bins at all ladies' toilets appropriate to the workforce size and work duration to conform with the requirements of health and safety Act No 85 of 1993, facilities regulations. Furthermore, the bins are to be emptied at least twice a month, washed, and disinfected regularly. Collection, transportation, and disposal must be done in line with the health, safety, and environmental statutory requirements. This activity must be done by a supplier accredited/suitable to do it safely. Provide necessary environmental compliance records such as landfill site/ treatment facility permits, registration and transportation certificates, waste disposal records (Waste manifest) as stipulated in Medupi Power station Waste Management work instruction: 240-101861550.

The contractor should establish a central sanitary waste storage area, where the Medupi power station business partners may drop of their sanitary waste.

3.2.2 Pest Control Services

Supply to provide an effective and continuous programme for pest control, which shall include a regular planned inspection and the surrounding area for evidence infestation.

The pest control will be the responsibility of the contractor. Provide all necessary equipment, chemicals, and supplies to provide all required services. Providing Valid Pest Control Officer Certificate for the applicator in line with Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) Providing the Service Manager with safety. data sheet for pest chemical to be used for acceptance by HSE

Department: Providing method statement for pest control for acceptance by HSE Department. Making every endeavour to safeguard health and safety of people and animals in the Property against any perils of using pesticides.

3.3 Quality assurance requirements

The Contractor is expected to provide quality work at all times.

4 Procurement

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

4.1 People

4.1.1 Minimum requirements of people employed

Supply provision of all necessary general labour, supervision, and management to do all the works. To oversee several project sites and delegating tasks. ensure staff carry out their work or task. To inspect the work area after been cleaned or serviced. Manage and allocate work schedule and reallocate work to cover absences.

•

All staff will be available on fulltime basis only for purpose of this contract works.

Contractor is also to provide necessary training of all the staff appointed to ensure conformity with the scope of work.

MINIMUM REQUIREMENTS (STAFFING)	EXPERIENCE
Site Manager X1	Grade 12 National Diploma 3 years' experience on work similar to the scope of work.
Supervisor x 6	Grade 12 Supervisory competency Certificate + 3 Years' experience in a similar role Skills
Drivers (2)	Grade 12 Drivers licence code C1 + PDP 3 years' experience as Driver
Cleaners X 75 (General Office cleaning)	3 years' experience on work similar to the scope of work.
Cleaners x15 (mobile and portable toilets)	Grade 12 + 3 years' experience on work similar to the scope of work
Safety Officer (2)	Grade 12, National diploma Environmental Health, Safety Management and/ or SAMTRAC 3 years related experience.
Plumbers x2	Grade 12 + N3 Technical 3 years' experience as a plumber

4.1.2 BBBEE and preferencing scheme

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

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

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

.

[Insert the agreed ASGI-SA Compliance Schedule here]

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

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

4.2 Subcontracting

4.2.1 Preferred subcontractors

As per SDL&

4.2.2 Subcontract documentation, and assessment of subcontract tenders

As per the SDL&I

4.2.3 Limitations on subcontracting

As per the SDL&I

4.2.4 Attendance on subcontractors

As per the SDL&I

4.3 Plant and Materials

4.3.1 Specifications

N/A

4.3.2 Correction of defects

The Contractor must ensure that the services provided is of a good quality. In case of rework or correction of defects, the Contractor will be expected to correct at their own costs.

4.3.3 Contractor's procurement of Plant and Materials

N/A

4.3.4 Tests and inspections before delivery

N/A

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

N/A

4.3.6 Cataloguing requirements by the *Contractor*

N/A

5 Working on the Affected Property

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

All staff must have an access card and need to scan in for duty and off duty. Under no circumstance are guards allowed to use their own cards to scan in other personal.

5.2 People restrictions, hours of work, conduct and records

Hiring of local labour takes priority.

Conduct criminal and Medupi site clearance check (before offer of employment) and annually for the duration of the contract.

Conduct training, testing and verifying key personnel qualifications and competence.

Medupi Site Specific Agreement (SSA) is not applicable for this contract.

NOTE:

No deviation from the South African Labour relations Act and any other relevant labour legislation and will be allowed. The supply must comply with all applicable Law governing the industry.

No employee is to work over the allowed working hours as per the law of the land. Any contraventions will be reported to the department of labour.

All records of hours work need to be kept for audit purposes.

The Service Manager shall have access to records at any time. These records may be needed when assessing compensation events.

All personal files need to be up to date, disciplinary actions taken, attendance registers and leave taken etc.

Psychological Profile/Test of personnel and medicals are required prior to coming on to the site and kept valid for the duration of the contract.

All access cards need to be returned once the contract is complete or if any individual leave the employment of the Contractor.

Code of conduct to be displayed on notice boards at each guard house.

5.3 Health and safety facilities on the Affected Property

There are emergency paramedics on call if required and a fire team should there be a need.

There are also Safety and Environmental advisors on the site that can assist on safety issues

The Contractor must ensure that all his personnel attend a Health and Safety Induction Course prior to starting with their work. The Induction course can, on request, be provided by the Employer and will be valid for the duration of one year.

The Contractor must ensure that all his employees have a valid X-ray medical for the duration of the contract. X-ray medicals needs to be done yearly.

Safety Risk Management has the right and authority to visit and inspect the Contractor's workplace or site establishment to ensure that tools, machinery, and equipment comply with the minimum safety requirements.

Service Manager shall be entitled to instruct the Contractor to stop work, without penalty to the Employer, where the Contractor's personnel fail to confirm to safety standards or contravene health and safety regulations.

The Contractor shall implement additional health and safety precautions where necessary.

The Contractor will provide all his personnel with the required personal protective equipment.

Risk Assessments, Pre-Job Briefs, Post – Job Briefs & Job Observations will be conducted for all jobs.

SHEQ requirements

-

Provide safety requirements related to activities identified in the scope of work.

-

The Contractor complies and procures and ensures the compliance by its employees, agents, and Subcontractors with:

-

The provisions of the Occupational Health and Safety Act 85 of 1993 (as amended) and all regulations in force from time to time in terms of that Act ; and

-

The health and safety plan prepared by the Contractor in accordance with the SHEQ requirements.

-

The Contractor immediately reports any disabling injury as well as any threat to health or safety of which it becomes aware of on the Site to the Contract Manager.

•

The Contractor appoints a person, qualified in accordance with the SHEQ Requirements, as the liaison with the Eskom Safety Officer for all matters related to health and safety, this person shall be contactable 24 hours a day.

•

The Contractor agrees that the Employer is relieved of all of its responsibilities and liabilities in terms of Section 37(1) of OHSA in respect of any acts or omissions of the Contractor, and the Contractor's employees, agents or Subcontractors, to the extent permitted by the OHSA.

•

The Contractor ensures that all services or works supplied in terms of the Contract conform to all applicable environmental legislation.

•

Eskom's environmental /SHEQ policy must be adhered to as a minimum.

•

The contractor must always supply and provide with required or necessary PPE to his or her employees for free of charge

•

The Contractor must comply with the following legal and other requirements throughout the duration of the contract:

>

Occupational Health and Safety Act 85 of 1993

>

Eskom Life Saving Rules

>

Eskom OHS Specification

>

Eskom SHEQ Induction

>

COIDA

>

Eskom Incident Management Procedure – 32-95

>

Monthly Safety File Evaluation Checklist

>

Waste Management

5.4 Environmental controls, fauna & flora

The contractors shall comply with all relevant environmental requirements as per Eskom Environmental proforma. The Contractor shall propose the methodology and be responsible for the handling of water pollution and waste management whilst complying with relevant water and waste management services bylaws

5.5 Cooperating with and obtaining acceptance of Others

The Contractor will be interacting with others in their line of work, therefore the Contractor will have to cooperating with others in their vicinity.

5.6 Records of Contractor's Equipment

N/A

5.7 Equipment provided by the Employer

As per scope of work.

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

Office unit.
Water supply
Electricity

5.8.2 Provided by the *Contractor*

The contractor will be responsible to provide their employees with range of tools to do the work, e.g., computers, printers, chairs for employees to sit at laydown area, and any additional items. The supply must ensure that their employees have everything they need to perform their duties effectively.

Cleaning equipment

Cleaning material and equipment, Industrial Blower, Mop Trolleys; Mop Trolley Rinse, Fabric coated furniture cleaning machine, carpet cleaner, Industrial Floor Scrubber/Polisher, Window cleaning kit squeegee/ washer sleeve and etc will be provided by the supply.

Provision of Staff Uniform/PPE and other

The Contractor shall:

Supply staff protective wear uniforms/gear i.e. headgear, goggles, reflective vest safety boots and gloves, dust mask, ear protection (appropriate to their tasks and functions) whilst on duty.

Ensure uniforms are of good quality and labelled with a company name.

Ensure that all staff members whilst on duty are neatly dressed, presentable and hygienic.

Provide locker units for all staff to place their belongings.

Provide fridge, kettle, microwave oven, coffee, tea, milk and sugar for their staff.

Ensure cleaners are provided with chairs at the laydown area or any other agreed rooms so they can rest there during break.

Cleaners should not be sitting in offices and boardrooms making noise without permission.

Provision of Transport.

Contractor is responsible for providing own transport for its employees in line with Eskom Vehicle Safety Specifications (32-345) (estimated radius of 65 km) Transport to and from home in the vicinity of Lephalale town. Contractor will facilitate the transportation of employees from their homes to the workplace at the beginning of their shifts and back home at the end of their workday. Providing such transportation service is often done to enhance employee convenience, address logistical challenges, and promote reliable and punctual workforce. This includes Town, Onverwatch, Mamojela Park, Alto State Marapong and estimated radius as indicated in the scope of work.

The transport is required for:

Staff traveling for Home-Work-Home (5x Twenty-two-seater / minibus will be required for transportation of staff)

Movement of cleaning equipment and staff around site will be required from time to time to reach resources which are kept at the far end of the storeroom. And staff will be required to perform their tasks within a specified areas or facility. It will involve organising the logistics and coordination necessary for efficient and effective operation services

Two (2) 14 seaters taxis (quantum's) to be on site for staff movement.

The contractor will be required for transporting employees on site with a dedicated taxi, allocated solely for on-site task, implies providing specialized transportation for workers to and from designated work location. This arrangement ensures that taxi service is exclusively used for commuting related to on-site duties, streamlining logistics and enhancing efficiency in employee transportation within the work environment.

X2 honey sucker/septic tank cleaner truck for transporting liquid waste, including sewage and industrial effluents

- X1 LDV long base Bakkie for transportation of material and sewage chemicals
- 10 Ton Truck will be used for transportation /movements of mobile toilets

5.9 Control of noise, dust, water and waste

The Contractor shall employ all available methods for minimization of dust during the execution of work activities

5.10 Hook ups to existing works

Working at height is a significant part of work within Eskom.

Working at height is high-risk, activity, and therefore the contractor must ensure all precautions must be taken to prevent incidents while working at height. It is contractors' responsibility and commitment to ensure a safe working environment that is in line with its Safety, Health, Environmental and Quality (SHEQ) Policy, along with other legislative obligations.

5.11 Tests and inspections

5.11.1 Description of tests and inspections

Testing and Inspection of the cleaning will be carried out and agreed between both parties.

5.11.2 Materials facilities and samples for tests and inspections

Testing and Inspection of the cleaning will be carried out and agreed between both parties.

6 List of drawings

6.1 Drawings issued by the *Employer*

No drawing needed for cleaning.