



NEC3 Term Service Contract (TSC3)

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

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

for **Supply of food services at Eskom Megawatt Park**

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

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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

C1.1 Form of Offer & Acceptance

Offer

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

Supply of food services at Eskom Megawatt Park

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

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

Options A or C	The offered total of the Prices exclusive of VAT is	
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is ¹	
	(Sixty four million, seven hundred and three thousand, five hundred and two rands and eighty nine cents)	

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.

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: [REDACTED] dispute resolution Option and secondary Options [REDACTED] [REDACTED]	A: Priced contract with price list W1: Dispute resolution procedure X1: Price adjustment for inflation X2: Changes in the law X18: Limitation of liability Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name): Address Tel No.	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg 011 800 800
10.1	The <i>Service Manager</i> is (name): Address Tel e-mail	Walter Seageng Megawatt Park, Maxwell Drive, Sandton, Johannesburg 011 800 Walter.seageng@eskom.co.za
11.2(2)	The Affected Property is	Megawatt Park
11.2(13)	The <i>service</i> is	Supply of food services at Eskom Megawatt Park
11.2(14)	The following matters will be included in	

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

	the Risk Register	Refer to the Risk Register
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	1 week
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	01 July 2023 or soon thereafter
30.1	The <i>service period</i> is	30 May 2026
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	between the 15th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	8 weeks.
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event</p>

		of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. None
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	2 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	- if the arbitration procedure does not state who selects an arbitrator, is	

12 Data for secondary Option clauses

X1	Price adjustment for inflation													
X1.1	The <i>base date</i> for indices is The proportions used to calculate the Price Adjustment Factor are:	[•]. <table border="1"> <tr> <td>proportion</td> <td>linked to index for</td> <td>Index prepared by</td> </tr> <tr> <td>85%</td> <td>consumables</td> <td>SEIFSA D3</td> </tr> <tr> <td>15%</td> <td>non-adjustable</td> <td></td> </tr> <tr> <td colspan="3">1.00</td> </tr> </table>	proportion	linked to index for	Index prepared by	85%	consumables	SEIFSA D3	15%	non-adjustable		1.00		
proportion	linked to index for	Index prepared by												
85%	consumables	SEIFSA D3												
15%	non-adjustable													
1.00														
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.												
X18	Limitation of liability													
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)												
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event												
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none"> • the total of the Prices at the Contract Date and • the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles 												
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for <ul style="list-style-type: none"> • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right. 												

X18.5	The <i>end of liability date</i> is	6 months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	2 days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	
		Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information

which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.

Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.

Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:

- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
- undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core

clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.

Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

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

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

Z9 Employer's limitation of liability

Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)

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

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

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

Z11 Ethics

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

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

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

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

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

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

Fraudulent means any unlawfully or illegally intentional act or omission that misleads, or attempts

- Action** to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
- Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
- Prohibited Action** means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.
- Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

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

Insurance cover 83

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

INSURANCE TABLE A

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

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

Z 12.2 Replace core clause 86 with the following:

**Insurance
by the
Employer**

86

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

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

Z14 Asbestos

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

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

normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

SDL&I Penalty and Performance Security

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

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

C1.2 Contract Data

Part two - Data provided by the Contractor

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	
		CV's (and further key person's data including CVs) are in .
A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	
11.2(19)	The tendered total of the Prices is	R

PART 2: PRICING DATA

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of
		<ul style="list-style-type: none">the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed andwhere a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;

- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

Refer to the Bill of Quantities Attached.

The total of the Prices

Contents

Part 3: Scope of Work	4
1 Description of the <i>service</i>	Error! Bookmark not defined.
2 Management strategy and start up.	Error! Bookmark not defined.
3 Health and safety, the environment and quality assurance	Error! Bookmark not defined.
4 Procurement	Error! Bookmark not defined.
5 Working on the Affected Property	Error! Bookmark not defined.
6 List of drawings	Error! Bookmark not defined.

PART 3: SCOPE OF WORK

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



Scope of Work/ Specification

Template Identifier	240-4	Rev	0
Document Identifier	240-7	Rev	0
Effective Date			
Review Date	July 2023		

1 Description of the service

1.1 Executive overview

The purpose of this contract is to appoint a suitable qualified Supplier for the Supply of food services at Eskom Megawatt Park staff canteen located at Maxwell Drive, Sunninghill. The Megawatt Park Canteen produces approximately 500 meals a day.

1.2 Employer's requirements for the service

1. Background

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

The successful company must be able to produce 25 000 meals per month. The onsite facilities are provided by the employer whereby Megawatt Park is fully equipped to produce 30 000 meals per month. The service provider will be provided a fully functional kitchen with working equipment which should be returned as such at the end of the contract period. All wear and tear repair costs will be for the supplier. The service provider is expected to provide sufficient staff (according to industrial accepted ratio), kitchen smalls and food stuff to produce meals according to specification.

Megawatt Park catering services operates in accordance with strict ISO Quality and food standards prescribed in ISO 9001/2008 and ISO 14000/18000 and ISO 22000 or basic guidelines prescribed in R918. Those principles and relevant record and compliance norms must be adhered to in all aspects of the hospitality operations by qualified and experienced food services staff.

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

The services that are required include but not limited to:

- Monitor, control, record, account for meals served daily,
- Operate point of sales for subsidised and non-subsidised meals including controlling food portions,
- Produce food as per Eskom prescribed meal scope and charge per produced meal
- Services conference bookings, vending machines in pause areas including canteen, Executive dining, Newton's restaurant, functions, and watt A Café coffee shop during business hours of Monday to Friday,
- Kitchen hygiene evaluation to be kept at the highest level 94% scores during monthly audits and non-compliances rose to be corrected before the next audit by independent food audit company.
- Multi-culinary experienced staff to produce and serve food during lunch times
- Experienced service staff to serve at different sites at point of sales/cashiers

	Scope of Work/ Specification	Template Identifier	240-4	Rev	0
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2. Scope of Work.

Supply full meals, snacks, non-alcoholic hot and cold beverages to Eskom Megawatt Park hospitality department. The scope is further defined as follows:

- The production of approximately 500 quality meals to be served in the main canteen during lunchbreaks.
- Waitrons/cashier who will operate supplier's point of sales and control food portions during lunch breaks
- The service provider to produce meals for executive dining and serve during lunch breaks
- The service provider to produce meals for Newton restaurant and serve customer during lunch breaks
- The service provider to produce meals for functions and serve customers
- The service provider to produce meals for conference centre and serve customers during lunch
- The service provider to be responsible for administration of meal service and retain records thereof
- The service provider to be responsible for hygiene of canteen
- The service provider to offer vending services for hot beverages in the canteen, pause area, conference, Newtons, and executive floor
- The service provider to offer vending machines for assorted cold beverages and assorted snacks at designated area in Megawatt Park
- The service provider will be responsible to procure all ingredients to produce meals and management thereof
- The service provider to establish upmarket coffee shop at a designated area in the reception and have total control of operation with qualified barista and friendly staff members.
- The service provider to allocate hospitality experienced service staff who will serve customers with friendliness and honesty
- The service provider should be punctual to meal service and proactive to situational service provision
- Staff members of the service provider who are assigned onsite will abide and adhere to all statutory requirements including hygiene audit and other quality management systems
- The service provider's staff members will keep all records of production samples, temperature, and daily stock take sheets and service processes in retrievable storage system
- The service provider to provide Eskom branded linen and décor for set up of formal functions or events



**Scope of Work/
Specification**

Template Identifier	240-4	Rev	0
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The service provider shall supply the following lunch meals at the main canteen, conference, Newton's, and executive dining:

Item	Alternative	Specification (Raw)
Protein (One choice of either red or white per meal)	Beef (T-Bone steak, Rump steak, stew) Mutton (stew, chops) Chicken (Leg quarters, breast with wing, thighs drumsticks) Fish hake fillet Vegetarian meal daily The specification is for the cut only and does not prescribe the dishes to be included in the menu. Bone content not to exceed 15% On days when pork is served chicken must be provided as an alternative protein at a ratio of 80/20	280g 280g 220-250g 4-6 220-250g
Starch	Pap, Rice Samp and beans potatoes	180g 180g 180g 180g
	Rice to be served daily as an alternative to pap or samp and never without one of the two (Pap will be the staple and shall be alternated at the ratio of 60/40 pap/alternative starch)	
Vegetables (Seasonal)	2 vegetables one green and one bright coloured daily	180g
Salads	2 salads daily one mixed green one chef's salad	60-80g
Fruit	One fruit in season	150g
Beverage	Juice (Minimum 40% fruit juice)	250ml

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

Lunch will consist of choice of one protein, two types of vegetables (Green and bright coloured), one type of starch, two salads and on seasonal fruit

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

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

Pause Areas/Tea areas:

The service provider must provide the vending service for tea/coffee at 60 pause/tea stations in Megawatt Park building of different sizes. The vending machines should be able to dispense the following:

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

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

The service provider would be responsible for the distribution and continuous replenishment of ingredients and the upkeep of the pause areas.

The vending machines should be able to print data for consumption.

Watt a café coffee shop

The service provider must provide the turnkey upmarket coffee shop operation with experienced friendly staff to operate the coffee shop with the following but not limited items on offer:

- Espresso, double espresso, macchiato, espresso con panna, cappuccino, skinny cappuccino, cappuccino con panna, choccoccino, caffè latte Italiano, latte macchiato, espresso filter coffee and iced macchiato.
- Hot chocolate, Horlicks. Milo, Mocha hot chocolate.
- Iced coffee: Original latte, Mocha latte, Biaco latte
- Three types of fruit juice
- Selection of teas: Five roses, Rooibos, Earlgray, English breakfast tea, green tea, and Herbal tea
- Bakery: Croissants served with preserves, Mixed jumbo muffins, Assorted sandwiches, Cones with preserves
- Confectionary: Assorted cakes slice from display fridge
- Toasted sandwiches: mozzarella and tomato, chicken mayo, bacon and egg, salami, mozzarella, and tomato
- Light lunches daily

Note: The supplier to allocate a qualified experienced **barista** for the coffee shop. Have twenty-four (24) to four eight (48) hours technical service level agreement with their coffee machine supplier.

Executive and Newton lunch meals should consist of:

Items	Alternatives	Specification (Raw)
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Protein	Beef (T-bone steak, rump steak, stew, oxtail) Mutton (Stew, chops, neck) Chicken (Quarters, thighs drumsticks, breast) Hake fillet Pork chops Vegetarian meal The specification is for the cut only and does not prescribe the dishes be included in the menu. Bone content not to exceed 15%	200g 200g 220g 4-6 200g 250g
Starch	PapRice Samp and beans Potatoes Rice to be served daily as an alternative to pap or samp and beans (Pap will be staple and shall be alternated at a ration of60/40 pap alternative starch	180g 180g 180g 180g
Vegetables (Seasonal)	2 Vegetables -one green and one bright coloured	180g
Salads	2 Salads-one mixed lettuce and one chef's choice	60-80g
Fruit	In season or fruit salad alternatively	150
Beverage	Juice (minimum 40% fruit juice)	250ml

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

Weekdays		Specification
Salads	3 Salad choices	60 -80g
Red protein	Beef, mutton, tripe, oxtail	200g
White protein	Chicken, pork, fish	200g
Starch	Samp, potatoes, pasta, rice, pap	180g
Seasonal vegetables		180g
Vegetarian meals		500g
Seasonal fruit		150g
Fruit juice		250ml

Note: The canteen balanced meal plate should consist of one protein, two vegetables and one starch weighing560g.

Special catering:

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

The services require the following:

- Banquet menus and cocktail menus
- Mini filled croissants and wraps
- Fruit kebabs (fruits in season)
- Cold meat platters
- Mini filled pita bread platters
- Sandwich platter
- Vegetarian platter
- Cheese platter
- Crudites platter
- Seafood platter
- Meat platter
- Bottled water
- Soft drinks
- Fruit juices
- Setting up with branded Eskom colour schemes for formal functions or events

Kiosk or Fast food

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

- Assorted stir-fries
- Chicken rotisseries
- Assorted Hamburgers
- Assorted beef steaks
- Mixed grills
- Mixed seafoods

Monthly invoicing will be based on:

- Meals served to Main canteen during lunch
- Meals served to Conference centre during booked lunches
- Hot beverage dispensed by vending machines at Pause areas
- Meals served at Newton Restaurant for booked lunches
- Meals served to Executive dining during lunch times
- Meals served at function/set up during lunch
- Platters served to orders
- Bottled water and cold drinks served

Note Well: Function will be quoted as and when required by clients and authorised before event takes place

Note Well: The food service contract is not based on fixed amount. The contract has price list with quantities, meaning that the contract is re-measurable. Therefore, contractor will be paid a price for an item proportional to the length of time for which a service is provided

3. Specification of Product or Goods

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

➤ Meal service

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

➤ Kiosk service

Operating time: 11:00 to 14:30

➤ Executive dining Breakfast: 7:00 to 9:00

➤ Pause/tea areas: 7:00 to 18:00

Lunch: 12:00 to 14:00

➤ Watt a cafe coffee shop Operating time: 7:00 to 16:00

➤ Pause/tea areas fully automated

Operating times: 7:00 to 16:00 (Vending machines)

➤ Conference centre service

Breakfast: 7:00 to 17:00 Bookings of venues and confirmation to clients a day before meeting starts. Bottled water arrangement in the boardrooms before meetings

Clearing of boardrooms during meeting breaks and preparation of boardrooms before meetings

Description of the goods or service needed:

The four weeks cycles menus will comply with the following:

- Approved by registered dietician
- Menus or changes to menus must be approved by Eskom prior to implementation
- Four weeks cycle menu (white meat may not be primary protein for more than seven days during cycle)
- Reviewed quarterly for seasonality and menu fatigue
- Include special diet menus (vegetarian, diabetic and low salt) on a designated service station

Staffing:

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

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

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

Procurement of ingredients

- The supplier will procure all ingredients, beverages, and linen branded in Eskom colours to be used for formal events

Environment and waste management

The service provider shall comply with Megawatt Park environment management plan within 12 days from the commencement date, service provider shall submit a comprehensive recycling plan for the complete operation. Furthermore, the service provider will segregate all recyclable products at source. The service provider will allocate colour coded bins at source for different waste management. Grease trap will be maintained according to Eskom prescribed intervals.

Administration

Eskom shall provide the service provider with:

- Weekly estimate meal plan
- Daily meal requirements confirmations

The service provider shall provide Eskom with:

- Daily meal statistics
- Weekly meal participation reports per serving outlets

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

Emergency and risk

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

Regulations

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

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

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

Dress Code

The service provider shall provide sufficient branded uniform personal protective clothing to staff members with name tag to identify

Hygiene/food safety

The service provider shall:

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

Water Act

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

Control of manner:

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

on time of working hours

Management and control

Instructions or supervision of their employee is done by service provider to their own employees and service provider must provide relevant substantiation of the staff members within their employ by proof of registration for UIF, WC, PAYE, and supplier VAT registration.

Material and/or facilities

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

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

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

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

2 Management strategy and start up.

2.1 The Contractor's plan for the service

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

2.2 Management meetings

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

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

Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *service*. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

2.3 Contractor's management, supervision and key people

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

2.4 Provision of bonds and guarantees

N/A

2.5 Documentation control

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

2.6 Invoicing and payment

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

The *Contractor* shall address the tax invoice to:

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

and include on each invoice the following information:

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

2.7 Contract change management

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

2.8 Records of Defined Cost to be kept by the Contractor

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

2.9 Insurance provided by the *Employer*

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

2.10 Training workshops and technology transfer

N/A

2.11 Design and supply of Equipment

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

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

2.12.1 Equipment

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

2.12.2 Information and other things

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

2.13 Management of work done by Task Order

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

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

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

3.2 Environmental constraints and management

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

3.3 Quality assurance requirements

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

4 Procurement

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

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

4.1 People

4.1.1 Minimum requirements of people employed

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

4.1.2 B-BBEE

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

4.1.3 Supplier development and localisation

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

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

The *Contractor's* failure to comply with his supplier development and localisation obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

4.2 Subcontracting

4.2.1 Preferred subcontractors

N/A

4.2.2 Subcontract documentation, and assessment of subcontract tenders

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

4.2.3 Limitations on subcontracting

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

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

4.2.4 Attendance on subcontractors

N/A

4.3 Plant and Materials

4.3.1 Specifications

N/A

4.3.2 Correction of defects

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

4.3.3 *Contractor's* procurement of Plant and Materials

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

4.3.4 Tests and inspections before delivery

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

4.3.5 Plant & Materials provided “free issue” by the *Employer*

N/A

5 Working on the Affected Property

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

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

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

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

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

5.2 People restrictions, hours of work, conduct and records

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

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

5.3 Health and safety facilities on the Affected Property

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

5.4 Environmental controls, fauna & flora

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

5.5 Cooperating with and obtaining acceptance of Others

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

5.6 Records of *Contractor's* Equipment

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

5.7 Equipment provided by the *Employer*

N/A

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

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

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

5.8.2 Provided by the *Contractor*

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

5.9 Control of noise, dust, water and waste

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

5.10 Hook ups to existing works

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

5.11 Tests and inspections

5.11.1 Description of tests and inspections

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

5.11.2 Materials facilities and samples for tests and inspections

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

6 List of drawings

6.1 Drawings issued by the *Employer*

None