



NEC3 Term Service Contract (TSC3)

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

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

for **Office cleaning and Hygiene services at Grootvlei
Power Station on “as and when required” basis for
the period of 36 Months.**

Contents:	No of pages
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CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
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C1.2b Contract Data provided by the <i>Contractor</i>	[•]

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:

Title of the contract

Office cleaning and Hygiene Services at Grootvlei Power Station on “an as and when required” basis.

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

Signature(s)

Name(s)

Capacity

For the tenderer:

.....
(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer’s CIDB registration number:

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(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	[•]	[•]

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>	<i>(Insert name and address of organisation)</i>
Name & signature of witness		
Date		

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	<p>A: Priced contract with price list</p> <p>W1: Dispute resolution procedure</p> <p>X1: Price adjustment for inflation</p> <p>X2 Changes in the law</p> <p>X17: Low service damages</p> <p>X18: Limitation of liability</p> <p>X19: Task Order</p> <p>Z: Additional conditions of contract</p>
	of the NEC3 Term Service Contract April 2013 ¹ (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	011 800 8111
	Fax No.	
10.1	The <i>Service Manager</i> is (name):	
	Address	
	Tel	
	Fax	
	e-mail	
11.2(2)	The Affected Property is	Eskom's property inside the power station plant building at Grootvlei Power Station
11.2(13)	The <i>service</i> is	Office cleaning and Hygiene Services at

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

Grootvlei Power Station on “an as and when required” basis.

11.2(14)	The following matters will be included in the Risk Register	To be discussed with supplier in the first meeting.
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents 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	Office Cleaning and Hygiene Services at Grootvlei Power Station on “an as and when required” basis.
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.	[•]
30.1	The <i>service period</i> is	36 months
4	Testing and defects	
5	Payment	
50.1	The <i>assessment interval</i> is	25th day of each 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	4 weeks.
51.4	The <i>interest rate</i> is	<p>(i) zero percent above 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</p>

months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	To be discussed during kick off meeting if any.
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	as stated for “Format TSC3” available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance).
83.1	The <i>Employer</i> provides these additional insurances	as stated for “Format TSC3” available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance)
83.1	The <i>Contractor</i> provides these additional insurances:	【●】
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	the amount of the deductibles relevant to the event described in the “Format TSC3” insurance policy available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
83.1	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	【●】
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .
83.1	The minimum limit of indemnity for	As prescribed by the Compensation for

insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is:

Occupational Injuries and Diseases Act No. 130 of 1993 and the *Contractor's* common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)..

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	4 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
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	Will be based on CPI from second and third years of the contract.		
X1.1	The <i>base date</i> for indices is	[•].		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
	Fixed	15%	Fixed	
	Labour	45%	Labour	SEIFSA Table C3-AHPE
	Material	20%	Material	SEIFSA Table D2
	Travelling	20%	Travelling	SEIFSA Table L2-A
		100%		
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X17	Low service damages			
X17.1	The <i>service level table</i> is in			

Item	Description	Target	1 st Penalty	2 nd Penalty
1	PSR Attendance Site Manager (Non-compliance)	0	20% of the total task order	Not applicable
2	Overdue SHEQ audit Findings	0	1 non-compliance 10% of total task order	2 or more non-compliance 20% of the total task order
3	Recurring complaints	0	Complaints not rectified for 3 days 10% of total task order	Complaints not rectified for more than a week 20% of total task order
4	Refilling of consumables at ablution facilities	0	More than a week without refill 10% total task order	Two weeks without refill 20% total task order

Note: The Site Manager need to attend PSR within 6 months of contract start date.
 The penalty will be effected as soon as the target is missed.

X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
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 in the <i>Employer's</i> assets and works / maintenance policies available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
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	12 months after the end of the <i>service period</i>.
Task Order		
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	1 week of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	
Z1 to Z11 always apply.		
Z1 Cession delegation and assignment		
Z1.1	The <i>Contractor</i> 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 <i>Contractor</i> 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 <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

- Z 11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z 11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service 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 Service for this reason.
- Z 11.3 If the *Employer* terminates the *Contractor's* obligation to provide the Service for this reason, the procedures and amounts due on termination are respectively P1, P2, P3 and P4, and A1 and A3.
- Z 11.4 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.

Annexure A: Insurance provided by the Employer

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

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

http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx

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

1. How work is priced and assessed for payment

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

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

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

2. Function of the Price List

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

3. Link to the *Contractor's* plan

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

4. Preparing the *price list*

Before preparing the *price list*, both the *Employer* and tendering contractors should read the TSC3 Guidance Notes pages 14 and 15. In an Option A contract, either Party may have entered items into the *price list* either as a process of offer and acceptance (tendering) or by negotiation depending on the nature

of the *service* to be provided. Alternatively the *Employer*, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the *Contractor* to include in the *price list* to be prepared and priced by him.

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

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

4.1. Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

Item	Description	Unit	Quantity	Rate	Total	Frequency	Total Amount/36 months
	<u>Section 1</u>						
	<u>Preliminaries and Generals</u>						
	<u>Preliminaries and Generals : Site Establishment - once off</u>						
1	Establishment of offices and boardroom facilities	sum	1			1	
2	Establishment of ablution facilities & change rooms	sum	1			1	
3	Establishment of dining/eating facilities	sum	1			1	
4	Provision of office furniture	sum	1			1	
5	Provision of computer and office equipment	sum	1			1	
6	Provision of standard steel locker, upright, grey, 2 door, 2 compartment	no	25			1	
	<u>Preliminaries and Generals : Safety - Annually</u>						
7	Safety file	sum	1			3	
8	Safety inductions and medicals	sum	50			3	
9	<u>Personal Protective Equipment</u>						
	SABS Approved PPE (2x Overalls, 1x Hard hat, 1x Safety boots, 1x Rain suits,)	each	50			3	
10	First aid box	no	2			3	
	<u>Preliminaries and Generals : Equipment – Once off</u>						

11	Industrial vacuum cleaner dry and wet(maintenance/ servicing Include	each	30		1	1	
12	Industrial Carpet Cleaner (Deep Cleaning and Stain removal)	each	6			1	
13	SHE Bins dispensers	each	10			1	
14	Wall mounted air freshener dispenser	each	100			1	
	<u>Communication</u>						
	Eskom Phone / Cell phones	monthly	2			36	
	<u>Transport</u>						
	Single cab Bakkie	each	1			36	
	<u>Preliminaries and Generals: De - establishment</u>						
	De - establishment of site	sum	1			1	
	Sub Total						

Item	Description	Unit	Quantity	Quantity	Hourly Rate	Total/months	No. of months	Total for contract
	<u>Section 2</u>							
	<u>Labour</u>							
	<u>Normal Time Day Workers</u>							
1	Site Manager	hr	173	1			36	
2	Supervisor	hr	173	2			36	
3	SHEQ Officer	hr	173	1			36	
4	Team Leaders	hr	173	2			36	
5	General Workers	hr	173	44			36	
	Sub Total							
Item	Description	Unit	Quantity	Hours	Hourly Rate	Total	Months	Total amount

	<u>Section 3</u>							
	<u>Overtime @1.5 factor - weekly and Saturday</u>							
6	Supervisor	hr	2				36	
7	SHEQ Officer	hr	1				36	
8	Team Leaders	hr	1				36	
9	Labourers	hr	8				36	
	<u>Overtime - Sundays & Holidays</u>							
	<u>Factor of 2</u>							
10	Supervisor	hr	2				36	
11	SHEQ Officer	hr	1				36	
12	Team Leaders	hr	1				36	
13	Labourers	hr	8				36	
	Sub Total							

Item	Description	Unit	Quantity	Rate	Total	Months	Total
	<u>SECTION 4</u>						
	<u>Consumables and equipment's</u>						
	<u>The supplier to provide proof of purchase</u>						
	-						
	<u>Consumables – As and when required</u>						
1	Stationery and office expenses	sum	1			36	
2	Extendable Feather dusters- Short to long extension	each	20			36	
3	25l Hand soap	each	5			36	
4	5l Bleach	each	20			36	

5	5kg sanitising Duo Blocks for urinals and toilets	each	5			36	
6	800ml Refill sanitising foam for toilet seat surface	each	30			36	
7	200ml refill air freshener Aerosol	each	50			36	
8	25l Pine gel	each	5			36	
9	25l Carpet cleaner (as an when required)	each	3			36	
10	25l Vinyl Floor tile cleaner	each	3			36	
11	25l Vinyl Floor tile polish	each	3			36	
12	25l Ceramic Floor tile cleaner	each	3			36	
13	25l Sanitizer-Gel	each	10			36	
14	Floor scrap/ Degreaser	each	5			36	
15	25l window Cleaner	each	2			36	
16	Industrial magnetic window cleaner	each	10			36	
17	Furniture polish (per can)	each	50			36	
18	Reusable Green gloves (60 per pack)	each	120			36	
19	Reusable Yellow gloves (60 per pack)	each	120			36	
20	25l Handy Andy	each	5			36	
21	Dish swabs cloth small	each	60			36	
22	Dish cloths big	each	60			36	
	<u>As and when required</u>						
						36	
23	Mops	each	80			36	
24	Brooms(as and when required)	each	80			36	
25	20l Yellow Mop bucket with Wringer and Wheels	each	40			36	
26	Dust pans	each	80			36	
27	Cleaning/ dusting cloth	each	20			36	
28	Caution boards/ Signs	each	20			36	
29	Toilet brush set	each	80			36	

	<u>Services</u>						
	Bi-weekly Sanitary bin Service	monthly	1			36	
	Sub Total						

The total of the Prices

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NB: The Site establishment of (boardroom, Offices, Kitchen) must accommodate number of employees on this contract

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER’S SERVICE INFORMATION

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1 Description of the service

Background: Grootvlei Power station is in need of the following

1.1 Executive overview

The works includes the following:

The scope covers the day to day Office cleaning and Hygiene services for all offices and ablution facilities at Grootvlei Power Station, Balfour information centre and Vaaldam offices. Cleaning over weekends will only be done on areas that are occupied on a 24 hour basis as and when required.

Areas to be covered:

- Security Building
- HR and Finance Building
- Block A-F
- Project building 1
- Medical centre, Quality, Safety and environmental Buildings
- Engineering building and Main building
- Training centre and Stores
- Project building 2 & 3
- Water treatment plant & Coal lab building
- Gate 2 and gate 3 buildings.
- Vaal dam offices
- Information centre in Balfour (Dipaleseng Municipality
- SHE bins service twice a months on all female toilets inside Grootvlei power station , Vaal dam and Balfour information centre (86 toilets)

OFFICE CLEANING AREAS OF WORK

Security	GCD Block B	Procurement Block C	GCD/ Block A	HR & Finance Dept.	Outages & Projects	Quality
9 Offices	29 Offices	2 Female Toilets	8 Offices	9 Offices	Toilet container: 2 females & 1 Male	1 Reception
4 Boardroom	1 Reception	2 Big open plan floor	1 Big open plan floor	1 Boardroom	Shift E Container: 4 Offices & Open plan	5 Offices

3 male toilets	2 Kitchen	1 Boardroom	1 Kitchen	3 Male Toilets	1 Kitchen	1 Kitchen
1 Reception	2 Big open plan floor	11 Offices	1 Store-room	4 Big open plans floor	11 Offices	
3 Kitchen	5 Female Toilets	1 Kitchen	2 Boardroom	1 Kitchen	2 Board rooms	
3 female toilets	5 Male Toilets	3 Male Toilets	1 smoking area	3 Female Toilets	2 Male Toilets	
1 Storeroom					2 Female Toilets	
2 Unisex Toilets					1 Open plan	
3 Paraplegic Toilets						
1 Control room						
Medical	Safety & Environmental	Engineering	Tuck-shop block	Ground Floor	First Floor	Second Floor
1 Kitchen	6 Offices	22 Offices	2 Store-room	6 Offices	1 Kitchen	5 Offices
10 Offices	2 Open plan	1 Boardroom	1 Kitchen	2 Kitchens	1 Boardroom	1 Kitchen
1 Reception	2 Reception	2 Store-room	1 Classroom	2 female Toilets	7 Offices	1 female toilet
5 Female Toilets	2 Kitchen	3 Female Toilets	3 Male Toilets	3 Male Toilets	1 Cable room	1 male toilet
4 Storeroom	1 Male Toilet	1 Kitchen	1 Boardroom	4 Open plans	1 female Toilets	
1 Waste room	1 Female Toilet	2 Male Toilets	3 Female Toilets	Chemical Lab	1 male toilets	
3 Male Toilet	1 Unisex Toilet	1 Paraplegic Toilets				
	2 Storerooms					
	1 Server room					
Second Floor	Third floor	Training Centre	Project 3	C&I Office	PTM	Stores
1 Kitchen	8 Offices	11 Offices	4 Big open plan	2 Kitchen	3 Offices	10 Offices
1 Female Toilet	2 Kitchens	1 Boardroom	1 Kitchen	10 Offices	1 Open plan floor	1 Kitchen
1 Male Toilet	Control Room	6 Classrooms	1 Boardroom	2 Big open plan floor	1 Kitchen	1 Big open plan floor
5 Offices	3 female Toilets	1 Storeroom	9 Offices	1 Workshop	1 Boardroom	2 Toilets
	1 Storeroom	1 PC Room	3 Male Toilets	1 Boardroom	2 Toilets	1 Reception
	1 Boardroom	4 Female Toilets	4 Female Toilets			2 Female Toilet
	3 male toilets	1 Kitchen				1 Boardroom
	Simulator Room	3 Male Toilets				2 Male Toilet

Transport	Doc Centre	Gate 3	Auxiliary	Coal Lab	Project 2	Vaaldam
4 Offices	7 Offices	5 Toilets	11 Offices	1 Kitchen	18 Office	1 Kitchen
1 Toilet Female	1 Kitchen	2 Office/Kitchen	1 Kitchen	4 Offices	1 Kitchen	2 offices
1 Kitchen	1 Toilet		2 Toilets		2 Boardroom	1 open plan
1 Big open plan	1 Container		1 Boardroom		2 Toilets	1 male toilet
Fire Station	MMD	MD Contractors Toilets	Balfour Information Centre	Plant toilet		
2 Offices	1 Office	5 Male Toilets	1 Unisex toilet	17 only SHE bins removal		
1 Female Toilet		6 Female Toilets	3 Offices			
1 Male Toilet			1 Reception			
			1 Kitchen			

NB: All Offices, boardrooms, kitchens, dining facilities store rooms and ablution facilities at Grootvlei Power station, Balfour information centre and Vaaldam.

Cleaning Schedule:

Description	Frequency
<p>Furniture</p> <ul style="list-style-type: none"> - Dusting of all surfaces vertical and horizontal e.g. tables, cabinets, counters, cupboards, telephone instruments etc. - Vacuum cleaning vertical carpet surfaces - Dust and damp wipe venation blinds and air conditioner diffusers - Shampoo and deep clean office chairs 	<ul style="list-style-type: none"> - Daily - Weekly - Weekly - As and when required.
<p>Walls and Paintwork</p> <ul style="list-style-type: none"> - Dust, remove finger marks and any other marks - Dust and wipe wood panelling - Damp wipe tiled surfaces 	<ul style="list-style-type: none"> - Daily - Daily - Daily
<p>Glass doors, Partitions, Windows and Metal work</p> <ul style="list-style-type: none"> - Spot clean glass doors, partition glass, main doors and entrances - Clean both the external and internal window glasses - Clean all frames, door and window fittings 	<ul style="list-style-type: none"> - Weekly - Monthly - Monthly
<p>Floors:</p> <p>Vinyl or similar</p>	

<ul style="list-style-type: none"> - Sweep, damp mop and buff, and polish with machine. Maintain high shine, non-slip furnish <p>Ceramic, granolithic or similar</p> <ul style="list-style-type: none"> - Sweep, damp mop and machine scrub. Seal and polish 	<ul style="list-style-type: none"> - Daily - Daily
<p>Carpets</p> <ul style="list-style-type: none"> - Vacuum clean with portable machine - Shampoo clean - Spot clean marks in all areas 	<ul style="list-style-type: none"> - Weekly - As and when required - Weekly
<p>Kitchen</p> <ul style="list-style-type: none"> - Wash all dishes found on the sink throughout the day. - Clean kitchen cabinets and appliances. - Clean fridge - Maintain clean floors and surfaces throughout the day 	<ul style="list-style-type: none"> - Daily - Daily - Monthly - Daily
<p>Toilets, Wash rooms and Change rooms</p> <ul style="list-style-type: none"> - Clean and sanitize urinals, toilet bowls, seat and toilet covers - Spot clean walls, doors and partitions - Maintain clean floors - Maintain adequate supply of toilet paper, paper towels and hand soap in toilets - Shower floors to be washed with fungicide solutions - Exposed pipework to be dusted and damp wiped - Damp wipe and shine mirrors 	<ul style="list-style-type: none"> - Daily - Daily - Daily - Daily - Weekly - Daily - Daily
<p>Waste Disposal</p> <ul style="list-style-type: none"> - Empty and clean waste paper dustbins and ash trays - Dispose of all waste in the designated waste disposal areas/ skips - Bi-weekly Sanitary bin Service (Remove and replace bag liner, tablet, etc.) - All SHE bins in all female toilets at Grootvlei Power Station ,Balfour Information Centre and Vaal dam to be serviced(86 toilets) - Sanitary bins to be collected and disposed at a licenced disposal site. Safe disposal certificate indicating amount of waste generated and amount dispose to be indicated - Safe disposal certificate to be sent to the employer on a monthly basis 	<ul style="list-style-type: none"> - Daily - Daily - Bi-Monthly
<p>Miscellaneous</p> <ul style="list-style-type: none"> - Clean air conditioning diffusers, vinyl or similar covered furniture, shine desk tops and wooden furniture - Vacuum and wash furniture upholstered in cloth - Clean all information signs. - Replace sand in smokers ash trays 	<ul style="list-style-type: none"> - Weekly - As and when required. - Weekly - Weekly

NB: All offices are to be kept clean on a daily basis for five working days in a week by sweeping.

1.2 Employer's requirements for the service

- The ultimate objective of Office is to: Clean all offices, boardroom, and ablution facilities •The service provider shall ensure that there is always a team available for cleaning at all times. The team will be expected to work day shift and weekends, as and when required
- The service provider shall ensure that there are sufficient resources for the execution of the job.

Minimum Qualifications:

Site manager:

- Grade 12 / N3 technical qualification
- PSR (Attendance)
- First aid level 1
- Firefighting level 1
- Risk assessment

- HIRA
- Incident investigation

SHEQ Officer

- Recognizable safety qualification / SAMTRAC/National Diploma
- First aid level 2
- Firefighting level 1
- HIRA
- Incident investigation
- Risk Assessment
- Integrated SHEQ management system training

Supervisor

- Grade 11
- First aid level 1

- Firefighting level 1
- Drivers license
- Risk Assessment

Team Leader

Grade 8

- Computer literacy
- Admin skills
- Communication skills

General worker

- Be able to communicate in English
- Read and write in English
- Must be able to clean

General Outputs and Responsibilities

The contractor is expected to, under this agreement, perform the following outputs and responsibilities but, not limited to the list below:

Site Manager

- Provide daily work plans
- Resource planning and management
- Oversee the daily work execution and functioning of the team
- Facilitate the daily cleaning in and out on the timesheets, and submit to Eskom Supervisor at the end of the month (by the 25 of each month)
- Communicate any changes in the scope, resources etc.
- Report any defects to the Eskom Contract Supervisor to ensure Health and Safety procedures are followed and for repairs to be carried out
- Attend meetings that may require his / her attention as and when required, and action all tasks given in such meetings
- Attend necessary training as required
- General communication between Site Manager and Eskom Contract Supervisor
- Ensure compliance to Health and Safety and requirements
 - The Site Manager to attend PSR within 6 months of contract placement

Supervisor

- Supervise the team of cleaners, to ensure a high quality cleaning service delivery is provided in compliance with the scope of work and/ or procedures and practices, as well as Health and Safety Regulations
- Check the work carried out by the teams to ensure high standard of work is undertaken and maintained

- Maintain adequate supply of cleaning material and ensure re-ordering when necessary
- Ensures that the teams carry out Risk assessments prior to performing any task
- Report any incidents/ near misses and accidents that may occur within the area of work, or anywhere on site
- Conduct daily inspections
- Ensure safe working conditions for the cleaning staff and all users affected

Safety officer

- Ensure adherence to all Safety requirements/regulations
- Safety plant walks
- Ensure Risk Assessments prior to work commencement are done
- Attend Safety related meetings

General worker

- Carry out lawful instructions from Site Manager/ Supervisor
- Ensure cleaning is done in a safe manner, taking into consideration Health requirements, as per the scope of work provided
- Ensure emptying of all waste bins, and the safe disposal thereof in the designated skips provided
- Reporting any defects and related matters, including near misses to the Site Manager/ Contract Supervisor/ Safety Department

1.3 Interpretation and terminology

Abbreviation	Meaning given to the abbreviation
CPA	Contract Price Adjustment
PPE	Personal Protection Equipment
TSC	Term Services Contract
NEC	New Engineering Contracts
SHEQ	Safety, Health, Environment and Quality
LAR	Limited Access Register
RA	Rope Access
PSR	Plant Safety Regulation
QCP	Quality Control Plan
HIRA	Hazards Identification Risk Assessment

2 Management strategy and start up.

2.1 The Contractor’s plan for the service

Method statement to be supplied by the Contractor (forms part of Technical evaluation)

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:
Kick off			
Overall contract progress and feedback	Monthly on the last week of the month.	Grootvlei Power Station	<i>Employer, Contractor and any other interested parties.</i>
SHE meeting	Monthly	Grootvlei Power Station	Employer, Contractor and any other interested parties.
Risk & Early warning	As and when required		

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's staff structure - management, supervisors and workforce is shown in appendix 1. The employer must approve any changes to such staff structure, and after the approval the contractor shall submit an updated staff structure.

The Contractor shall provide a competent representative to be available on site during all normal working hours i.e. Site Manager

The Site Manager will be required to submit the time sheets which are required, signed at the end of each month.

The *Contractor* is required to replace a Site Manager/ Supervisor who has resigned or has been dismissed within one (1) week. A general worker is expected to be replaced in three (3) days.

2.4 Provision of bonds and guarantees

Not Applicable.

2.5 Documentation control

All communication from the Contractor is numbered sequentially with a prefix as advised by the Service Manager. The Service Manager responds in a like manner. The prefix and numbering will be decided upon at the inaugural meeting. The Contractor shall retain all documentation for work done on behalf of the Employer for a period of 3 years after the completion date of the contract. NEC template/ forms will be used where applicable

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 the *Employer* 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)

The Contractor shall attach the detailed assessment of all work done for each item in the price list to each tax invoice showing:

- The price for each lump sum item in the Price List or Task Order which the Contractor has completed and where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the Contractor has completed by the rate.

No payment will be made on tax invoices not fully meeting the requirements. Invoices must be submitted to Grootvlei Power Station (Finance Department Accounts Payable) Private Bag X, Grootvlei, 2420. The invoice date should be the service entry date provided by the Employer

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

2.7 Contract change management

Change in scope is a compensation event. The Employer will be liable for any work executed without an official Task Order when a compensation event arises, the Contractor shall submit a quotation to the Service Manager for approval. Upon approval the Contractor shall be issued with a new Task Order for the additional work deviation in the works instruction.

2.8 Records of Defined Cost to be kept by the Contractor

All overtime hours to be approved prior by the Employer. Timesheets will be kept by the Contractor and they must always be available when the Employer need them.

2.9 Insurance provided by the Employer

See Annexure A

2.10 Training workshops and technology transfer

- The *Employer* shall provide legislative training e.g. IBI, PSR and LAR however any other training additional that the *Contractor* will need, the training costs will be for the *Contractor*. Training may not be conducted during working hours, unless permission is given by the *Employer*
- The *Contractor* will be trained during the Job Specification Induction training that will be provided by the *Employer* at the beginning of the contract. The *Contractor* may also be trained during Work Stoppages and also any other training as per employer's requirements.
- The following training is necessary at the cost of the *Contractor*.
 - Safety, Health and Environment Representative (SHE Rep.)
 - Applying SHEQ Principles and Procedure
 - Hazard Identification and Response
 - First Aid level 1
 - Incident investigation
 - Basic firefighting

2.11 Design and supply of Equipment

Not Applicable.

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

2.12.1 Equipment

At the end of contract the service provider shall return the following:

- All equipment, materials consumables purchased by the employer over the period of the contract

2.12.2 Information and other things

Safety File

2.13 Management of work done by Task Order

A Task order will be issued by the Employer to the Contractor on a monthly basis. No work may commence without a task order.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The *Contractor* shall at all times comply with the health and safety requirements prescribed by law as they may apply to the *services*.

The *Contractor* shall, when coming on site (Grootvlei Power Station), abide by the Lifesaving Rules. These will be provided by the *Employer* on the start of the contract. The *Contractor* shall also abide by Grootvlei Safety, Health and Environmental Specifications for Contractors Procedure, which will also be provided by the *Employer*.

The *Employer* follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent recurrence of the same incidents. The *Contractor* is expected to fully co-operate to achieve this objective.

The *Contractor* will report any incident and accidents to Grootvlei Power Station within 24 hours. This report does not relieve the *Contractor* of his legal obligation to report certain incidents to the Department of Labour, or to keep records in terms of the Occupational Health and Safety Act, and Compensation for Occupational Injuries and Diseases Act.

The *Contractor* implements a safety plan and maintains the safety system until completion of the whole of the works. The plan, will as a minimum, contain PPE information, written safe work procedures, job specific risk assessments, safety meetings, etc. The plan will be to the *Employer's* satisfaction and will be accepted prior to the commencement of any work.

The *Contractor* will be subject to periodic audits by the *Employer* in order to ensure compliance with the plan. Any deviations will be corrected to the *Employer's* satisfaction.

The *Service Manager* has the right to stop the *Contractor's* work activities which, in the opinion of the *Service Manager*, is un-safe. The *Contractor* may only continue with work activities when all safety deficiencies have been corrected to the *Service Manager's* satisfaction. The *Contractor* shall have no claim against the *Employer* in respect of delay due to the above.

3.2 Environmental constraints and management

The Contractor shall comply with Grootvlei Power Station environmental management system. This includes the identification, collection, storage, transportation and disposal of waste. Hazardous waste shall be disposed of in line with the applicable environmental legislation. It is important to note that all spillages must be cleaned immediately and reported to the project manager as soon as

possible. It is the responsibility of the polluter to clean all spillages and for the rehabilitation of the polluted land and the cost associated with that.

3.3 Quality assurance requirements

The *Contractor* implements a quality system and maintains the quality system until the completion of the whole of the *works*. The system, will as a minimum, comply with the provisions of the ISO9001 series. The system will be to the *Employer's* satisfaction and will be accepted prior to the commencement of any work on site. The *Contractor* will be subject to self-assessments by the *Employer* in order to ensure compliance with the system. Any deviations will be corrected to the *Employer's* satisfaction.

The *Service Manager* has the right to stop the *Contractor's* work activities which, in the opinion of *Service Manager*, does not meet the requirements of the system and will have a detrimental effect on plant performance. The *Contractor* may only continue with work activities when all deficiencies have been corrected to the *Service Manager's* satisfaction. The *Contractor* shall have no claim against the *Employer* in respect of delay due to the above.

The *Contractor* ensures that all plant and materials for the *works* are to the standard and quality accepted by the *Employer* and ensures that they are suitable for the purpose intended by the manufacturer.

The *Contractor* will work according to the *Employer's* standards, specifications, guidelines and procedures. Where no standards, specifications, guidelines and procedures are available, the *Contractor* will work according to the Generation Quality manual and professional guidelines. Where possible, standards will be reflected in the Task Order.

The *Contractor* shall be required to demonstrate cleaning quality practices by means of weekly spot checks by the team leader/supervisor/site manager. Customer evaluation survey to the offices that are being serviced shall be conducted at a frequency (i.e. quarterly) and method (i.e. questionnaires) appropriate for the type of cleaning to reduce the likelihood of dispute and complaints. The employer shall evaluate, control and monitor the performance and effectiveness of the *Contractor*

The *Contractor* shall be required to read and fully understand the contents of the Supplier Contract Quality Requirement Specification (QM58) and a copy is to be kept in possession or on premises. The contractor shall be subjected to scheduled inspections/ assessments/audits if Eskom deems it necessary.

The Supplier Contract Quality Requirement Specification (QM58) shall remain applicable in the event of the contract being extended or modified for reasons permitted.

By signature and acceptance of this contract the *Contractor* acknowledges and agrees to comply with and adhere to Eskom's policies and procedures (current and/or latest revisions) including the Supplier Contract Quality Requirement Specification (QM58).

It is the responsibility of the *Contractor* to ensure that all work performed is according to applicable standards, including those that are not listed below.

4 Procurement

4.1 People

Eskom Holdings Limited's requirements regarding employment of unskilled or semi-skilled workers are as follows:

Grootvlei Power Station requires that during recruitment of unskilled or semi-skilled labour, a contractor or its subsidiaries should prioritise suitable and qualified candidates from all disciplines from the local communities Dipaleseng (Forum) and will only resort to other avenues if the local community cannot provide the requisite resources. To engage in the above recruitment process, service manager will give direction.

4.2 Subcontracting

4.2.1 Preferred subcontractors

As per tender's proposal

4.2.2 Subcontract documentation, and assessment of subcontract tenders

Tenderers who complete and submit the undertaking as required, but who do not meet Eskom's targets, will not be disqualified. SD&L undertakings do not form part of scoring but commitments will form part of contractual obligations

4.2.3 Limitations on subcontracting

No limitations on subcontracting but the SD&L has identified the following scope that can be subcontracted or outsourced

- Cleaning detergents
- PPE
- Bi-weekly Sanitary bin Service (Remove and replace bag liner, tablet, etc.)
- All SHE bins in all female toilets at Grootvlei Power Station ,Balfour Information Centre and Vaal dam to be serviced(86 toilets)
- Sanitary bins to be collected and disposed at a licensed (registered) disposal site.
- Safe disposal certificate indicating amount of waste generated and amount dispose to be indicated

4.2.4 Attendance on subcontractors

The Sub contractor remain the responsibilities of the main contractor

4.3 Plant and Materials

4.3.1 Specifications

See price list under Section 4.

4.3.2 Correction of defects

If there is part of work that the Employer is not satisfied with it will be indicated to the Contractor and will have to be rectified by the Contractor immediately where reasonably possible or within 5 working days after the defect was reported.

4.3.3 Contractor's procurement of Plant and Materials

Any equipment, appliances or materials used by the Contractor must conform to the applicable OHSACT safety standards and is to be maintained in a safe and proper working condition. The Service Manager has the right to stop the Contractor's use of any equipment/ cleaning material which, in the opinion of the Service Manager, does not conform to the foregoing.

4.3.4 Tests and inspections before delivery

All electrical equipment shall be inspected and tested before use, test certificate to be submitted to Employer. For all chemicals to be used MSDS shall be available.

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

1. Water and Electricity

4.3.6 Cataloguing requirements by the *Contractor*

Not Applicable.

5 Working on the Affected Property

Under no circumstances will the *Contractor* do the work without proper PPE. The Supervisor on the *Contractor's* side will make it his duty to make sure that this is properly addressed.

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

Access to site

The *Contractor's* access to site shall be in line with the Grootvlei Power Station's access procedure. The *Contractor* shall be required to make an application for his employees to enter site for the duration of the contract, including defects period. The permits shall only be issued once the *Contractor's* employees have attended the safety induction training and have undergone medical checks. The safety induction will be for the *Employer's* account. The medical checks will be for the *Contractor's* account. The *Contractor's* employees will also be expected to attend IBI training, which is offered by the *Employer*. The *Employer* pays for this training.

If any of the *Contractor's* employees is transferred from Grootvlei or is leaving the *Contractor's* employment, the person's permit is to be handed over to the *Employer's* security office, on the day they leave.

No firearms, weapons, alcohol, illegal substances and cameras (including the use of s on phones) are permitted on *Site*. Any person suspected of being under the influence of alcohol is tested and if proved positive, is refused entry through the security area.

The *Contractor* provides security necessary for the protection of the works at all times until the completion of the whole of the *works*.

The *Contractor* is informed of the access procedures through Site Regulations and note that such procedures may change depending on the prevailing security situation.

All persons entering the Grootvlei site pass through the control points at the main access gate and are required to have temporary permits that are issued to *Contractor's* staff on request. All persons submit ID documents with the application for temporary permits. If it is necessary to bring equipment onto site a list is submitted which is verified by security staff prior to equipment entering the security area.

All the assets must be declared and registered with security upon entering site. This includes portable assets such as a laptop. The record must be kept on the OV18 form. No asset shall be removed from site if the OV28 form is not attached.

The *Contractor* shall have no claim against the *Employer* in respect of delay at the security main gate.

No "private work" is carried out for or on behalf of any Eskom employee.

Under no circumstances shall the *Contractor* recruit outside Grootvlei Power Station's security gate. An applicable local office for recruitment shall be used.

The *Contractor* makes his own assessment of, and allows in his rates for those access problems that may be encountered. No extra payment or claim of any kind is allowed on account of difficulties of access to the *works*, or for the requirement of working adjacent to or in the same area as others.

Site Regulations

The *Contractor* is expected to comply with the Grootvlei Site Regulations, a file of which will be given to the *Contractor* on arrival. The file remains the property of the *Contractor* for the duration of the contract. The

Contractor is responsible for the maintenance and updating of this file, to include new or revised Site Regulations as issued by the *Employer* during the contract period.

The *Contractor's* employees will be required to abide by the Life Saving Rules. These will be issued by the *Employer* to the *Contractor*, at the beginning of the contract.

The generator area and the other units are barricaded and out of bounds and only authorised persons are permitted. Areas outside of *Site* are out of bounds to the *Contractor's* employees.

All *Contractors'* permits must be returned to Protective Services on completion of the *works*.

Safety

The *Contractor* implements a safety plan and maintains the safety system until the completion of the whole of the *works*. The plan, will as a minimum, contain PPE information, written safe work procedures, job specific risk assessments, safety meetings, etc. The plan will be to the *Employer's* satisfaction and will be accepted prior to the commencement of any work.

The *Contractor* will be subject to periodic audits by the *Employer* in order to ensure compliance with the plan. Any deviations will be corrected to the *Employer's* satisfaction.

The *Service Manager* has the right to stop the *Contractor's* work activities which, in the opinion of *Service Manager*, is un-safe. The *Contractor* may only continue with work activities when all safety deficiencies have been corrected to the *Service Manager* satisfaction. The *Contractor* shall have no claim against the *Employer* in respect of delay due to the above.

5.2 People restrictions, hours of work, conduct and records

The *Contractor* will carry out the *Works* on Eskom office hours basis on an as and when required.

The *Employer* indicates the *Site*, the position of known underground services and setting out points

5.3 Health and safety facilities on the Affected Property

The *Contractor* provides, at his cost, a First Aid Box and service to his employees. In the case where these prove to be inadequate, like in the event of a serious injury, the *Employer's* Medical Centre and facilities will be available.

Outside the *Employer's* office hours, the *Employer's* First Aid Services will only be available for serious injuries and life threatening situations.

The *Employer* will be entitled, however, to recover the costs incurred, for the use of the above *Employer's* facilities, from the *Contractor*.

5.4 Records of Contractor's Equipment

The *Contractor's* Supervisor should keep record of all the equipment used by the *Contractor*. The *Contractor* is responsible for the safe keeping of all their equipment.

5.5 Site services and facilities

5.5.1 Provided by the Employer

Electricity

All points of supply requested by the *Contractor* are provided in terms of quantity and location at the discretion of the *Service Manager*

No connection is made to the permanent installation at the Power Station without the prior acceptance of the *Service Manager*

The *Employer* guarantees power supply quality and reliability. No guarantees of power supply quality are given and power supply outages of some duration may occur without warning. Planned outages are also a possibility.

The *Contractor* makes arrangements at his own expense to improve continuity and quality of power where necessary for any reason and no claim of any nature relating to power failures is considered.

220 and 380V power source will be available near the off-terrace site area. It is the *Contractor's* responsibility to connect to this power source and obtain statutory Certificate of Compliance for such a connection or installation. The use of this power supply is used to cater for the *Contractor's* office requirements and is not to be used for any construction purpose. Construction power is available to the *Contractor* within the main turbine and boiler house.

All installations or equipment connected to a supply of electricity provided free of charge by the *Employer* shall comply with all relevant safety regulations and requirements. Failure to comply with the safety requirements may lead to immediate disconnection.

The *Contractor* shall provide, at his own expense, all temporary wiring and cabling to lead power from the point of supply or distribution boards, to the various points where it is required, maintain same and remove on completion.

Lighting and Ventilation

Lighting

Temporary local lighting in accordance with the requirements of the Factories Inspector shall be provided by the *Contractor* at his own expense. No local lighting will be provided by the *Employer*, with the exception of the lighting provided for sandblasting facilities. Area lighting immediately outside the boiler and turbine houses and stairway lighting is provided by the *Employer*.

Ventilation

The *Contractor* shall make his own allowance for adequate ventilation of works with the exception of the ventilation provided in the in the sandblasting tents which will be provided by the *Employer*.

Roads

Main access roads are surfaced and complete and may be used by the *Contractor* with the necessary care. The *Employer* maintains the site roads, described above, to a fair condition. Any costs incurred by the *Service Manager* from damage caused to underground services, structures and the like as a result of the *Contractor* not using the prescribed routes, is recovered from the *Contractor*.

The *Contractor* provides temporary access points from the prescribed routes and roads to the points where the *Contractor* is required to perform work, having first obtained permission in writing from the *Supervisor*.

5.5.2 Provided by the Contractor

The *Contractor* will be responsible for their own accommodation and transport to and from the place of work, as well as their own tools to execute the job.

Working Hours

All Office cleaning and Hygiene services activities must be aligned to the Grootvlei Power Station working hours as follows:

Office hours

Monday to Thursday 07H15 to 16H30

Friday	07H15 to 12H15
Lunch break	12H15 to 13H45

NB: Working hours shall remain flexible to alteration, if required

5.6 Control of noise, dust, water and waste

The *contractor* must supply their own dust masks as part of PPE. Drinking water is available on site as well as waste bins for disposing waste.

5.7 Hook ups to existing works

Not Applicable

5.8 Tests and inspections

5.8.1 Description of tests and inspections

Not Applicable

6 List of drawings

6.1 Drawings issued by the *Employer*

Not applicable.