



NEC3 Term Service Contract (TSC3)

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

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

for **THE PROVISION OF SOFT SERVICES FOR
CLEANING, GARDENING AND PEST CONTROL
SERVICES FOR ESKOM PROPERTY MANAGEMENT
IN THE CAPE COASTAL CLUSTER, EASTERN CAPE
EAST LONDON ZONE**

Contents:	No of pages
Part C1 Agreements & Contract Data	14
Part C2 Pricing Data	7
Part C3 Scope of Work	37

CONTRACT No. _____

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
This cover page	1
C1.1 Form of Offer and Acceptance	3
[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Employer</i>	9
C1.2b Contract Data provided by the <i>Contractor</i>	1

C1.1 Form of Offer & Acceptance

Offer

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

The Provision Of Soft Services For Cleaning, Gardening And Pest Control Services For Eskom Property Management In The Cape Coastal Cluster, Eastern Cape East London Zone

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	
	Sub total	
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is ¹	

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**

Eskom Holdings SOC Limited
1 Maxwell Drive, Sunninghill, Sandton, 2157

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

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

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

Eskom Holdings SOC Limited
1 Maxwell Drive, Sunninghill, Sandton, 2157

Name &
signature
of witness

Date

C1.2 TSC3 Contract Data

Part C1.2a - 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:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1	The <i>Service Manager</i> is (name):	Ndzondelelo Simunca
	Address	ESKOM, Private Bag X1, Beacon Bay, 5205
	Tel	043 703 2104
	e-mail	simuncn@eskom.co.za
11.2(2)	The Affected Property is	Eastern Cape – East London Zone
11.2(13)	The <i>service</i> is	The Provision Of Soft Services For Cleaning,

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

Gardening And Pest Control Services For Eskom Property Management In The Cape Coastal Cluster, Eastern Cape East London Zone

11.2(14)	The following matters will be included in the Risk Register	Labour strikes, Power supply interruptions or failures, Municipal water interruptions
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents 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	One (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	One (1) month prior to the starting date of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	01 September 2026
30.1	The <i>service period</i> is	60 months
4	Testing and defects	As per requirements stated in the Service Information
5	Payment	
50.1	The <i>assessment interval</i> is	Between the 20th 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	Four (4) weeks, dependant on BBBEE status of the contractor
51.4	The <i>interest rate</i> is	(i) the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor

		Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	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
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	As stated for in the All Risk Insurance Policy available on request form Eskom Group Insurance with the Contractor responsible for the relevant ERE insurance deductible of R 50 000.00 (Fifty Thousand Rand) per event.
83.1	The <i>Employer</i> provides these additional insurances	As stated for in the Employer's Assets All Risk Insurance Policy
83.1	The <i>Contractor</i> provides these additional insurances:	Whatever the Contractor deems necessary in addition to that provided by the Employer
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 in the sum of R 50 000.00 (Fifty Thousand Rands) per event and without limit to the number of events that may arise during the course of the Contract.
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands).
9	Termination	Refer to clause 90 in the NEC3 Terms Services 3 Contract.
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 service at intervals no longer than	Four (4) weeks
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
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	Eastern Cape Province of South Africa
	The person or organisation who will choose an arbitrator	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	- if the Parties cannot agree a choice or - 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	This Contract will be fixed rates for first year and subject to CPI escalation for the remaining period. CPI escalation will be applied at the anniversary of this contract date and for each respective year thereafter.
X2	Changes in the law	As per definitions stated in the TSC3
X17	Low service damages	
X17.1	The <i>service level table</i> is in	The Service Information C3.1 - 2.14
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	Value of the Contract

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 A" insurance policy available on request from Eskom Group Insurance
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 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 request from Eskom Group Insurance
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 - loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), - death of or injury to a person and - infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	Six (6) months after the end of the <i>service period</i> .
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	One (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 *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

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

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

Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.

Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.

Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.

Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.

Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Ethics

Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor's* obligation to Provide the Service or taking any other action as appropriate against the *Contractor* (including civil or criminal action).

Z4.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if the *Contractor* (or any member of the *Contractor* where the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Contractor* or any such member is removed from the an approved vendor data base of the *Employer* as a consequence of such practice.

Z4.3 Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P4 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.

Z5 Confidentiality

Z5.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters

the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

- Z5.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z5.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z5.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z5.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z6 Waiver and estoppel: Add to core clause 12.3:

- Z6.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Service Manager* or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z7 Health, safety and the environment: Add to core clause 27.4

- Z7.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the “Principal Contractor” (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) (“the Construction Regulations”) for the Affected Property;
 - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
 - undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Z7.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z8 Provision of a Tax Invoice Add to core clause 51

- Z8.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core

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

Z8.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice.

Z8.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z9 Notifying compensation events

Z9.1 Delete the last paragraph of core clause 61.3 and replace with:

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

Z10 *Employer's* limitation of liability

Z10.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z10.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

Z11 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

Z11.1 or had a business rescue order granted against it.

Annexure A: Insurance provided by the *Employer*

These notes are provided as guidance to tendering contractors and the Contractor about the insurance provided by the Employer.

- 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.
- 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.
- 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.

- Further information and full details of all Eskom provided policies and procedures may be obtained from: Eskom Group Insurance.

C1.2 Contract Data

Part C1.2b - 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	

Part C2: Pricing Data
TSC3 Option A

Document reference	Title	No of pages
	This cover page	1
C2.1	Pricing assumptions: Option A	2
C2.2	The <i>price list</i>	4

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
		1. the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and 2. where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the

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

C2.2 the price list

NOTE:

A Detailed BOQ is attached (Refer to Annexure A):

The excel workbook file: **Tender BOQ East London.xlsx** that is part of the Tender package, will inform the attached and is part of the Price List Tender Returnable which **MUST** be saved on a USB that can be read and printed.

Input Sheet-Cleaner Cost

COST PER CLEANER SERVICE PER MONTH			
Item	Description	Unit	Rate
1	Labour Costs (Cleaner)		
1.1	Basic Salary	Month	
1.2	Annual Leave Provision	Month	
1.3	Sick leave Provision	Month	
1.4	Family Responsibility Leave Provision	Month	
1.5	UIF	Month	
1.6	Provident Fund	Month	
1.7	Bonus Provision	Month	
1.8	Severance Pay Provision	Month	
1.9	Bargaining Council Levy/Fees	Month	
1.10	COID/WCA	Month	
1.11	Uniform / Required PPE (2 Pairs Annum)	Month	
1.12	Training Levy	Month	
1.13	Others as may be necessary, to be specify:		
1.13.1	Covid disinfection kit (When required)	Item	
1.13.2		Month	
1.13.3		Month	
	Total Cost to company: Labour Cost	Month	
1.14	Overhead, Equipment and Profit	Month	
1	Total Cost Including Overhead and Profit but excluding Vat	Month	

Input Sheet-Gardener Cost

COST PER GARDENER SERVICE PER MONTH			
Item	Description	Unit	Rate
2	Labour Costs (Gardener)		
2.1	Basic Salary	Month	
2.2	Annual Leave Provision	Month	
2.3	Sick leave Provision	Month	
2.4	Family Responsibility Leave Provision	Month	
2.5	UIF	Month	
2.6	Provident Fund	Month	
2.7	Bonus Provision	Month	
2.8	Severance Pay Provision	Month	
2.9	Bargaining Council Levy/Fees	Month	
2.10	COVID/WCA	Month	
2.11	Uniform / Required PPE (2 Pairs Annum)	Month	
2.12	Training Levy	Month	
2.13	Others as may be necessary, to be specify:		
2.13.1	Covid disinfection kit	Item	
2.13.2		Month	
2.13.3		Month	
	Total Cost to company: Labour Cost		
2.14	Overhead, Equipment, Herbicides, Pesticides and Profit	Month	
2	Total Cost Including Overhead and Profit but excluding Vat		

Input Sheet-All Other Items Cost

No.	Service Rendered		
3	Supervision	Unit	Rate per Unit
3.1	Supervisor Cost (Supervisor must report and to be based on Eskom site in East London SOP on a daily basis and be moving around to other sites under the EL Zone)	Month	
4	Weekend and Public Holiday Cleaner	Unit	Rate per Unit
4.1	Cleaner (Sunilaws Operations Centre) This applies only to a daily weekend /Public holiday rate.	Day	
5	Hygiene Consumables	Unit	Rate per Unit
5.1	Paper Towels per roll - 360m 21, 0391 GSM Super Absorbent	Each	
5.2	Anti-bacterial soap refills 5l	Each	
5.3	Toilet Paper 2ply soft (48 per pack)	Each	
5.4	Aerosol Air Freshener Spray 225ml (6 per pack)	Each	
5.5	Germ guard 5L	Each	
5.6	Deo Blocks/kg	Each	
6	Cleaning Consumables	Unit	Rate per Unit
6.1	Dish washer 5L	Each	
6.2	Floor Polish 5L (Glo 1500)	Each	
6.3	Black Refuse bags (100)	Each	
6.4	Liquid Multi-Purpose cleaner 5L	Each	
6.5	Kleer Bowl 5L	Each	
6.6	Bleach 5L	Each	
6.7	Furniture Polish 300ml (1 pack of 6)	Each	
6.8	Weed killer 5L	Each	
7	Hygiene Rented Equipment	Unit	Rate per Unit
7.1	Sanitary Hygiene bin (7 day service) monthly Supply cost per bin (Including replacement of bin liners, transport and disposal certificates)	Per Month	
8	Dedicated Carwash Service for Specific Commercial Sites	Unit	Rate per Unit
8.1	Gardener to wash cars	Month	N/A
9	External Window Cleaning Exceeding a Height EXCEEDING 3.3m high	Unit	Rate per Unit
9.1	Cleaning of windows and doors exceeding 3.3m high. This rate should include plant/equipment and all health and safety related	Square meter	
10	PEST CONTROL	Unit	Rate per Unit
10.1	Pest control services	Square meter	

		Unit	Rate per Unit
11	RODENT CONTROL		
11.1	Bait Station	per box	
11.2	Bait Station Service-Monthly	Per Box	
12	Carpet & Upholstery Cleaning		
12.1	Carpet Cleaning – When required (Weekends)	M ²	
12.2	Curtain Steam Cleaning – as and when(Weekends)	M ²	
12.3	Upholstery Cleaning (as and when required)		
12.3	Chairs-Visitors and operator's chair	Each	
12.4	Single Sofas	Each.	
12.5	Double Sofas	Each	
12.6	Screens	M ²	
13	TRAVELLING	Unit	Rate per Unit
13.1	Travelling for supervisor allowed for 2 site visits per month from the base site to all other Sites (approximate distance for one round trip = 639km)	per km	

Notes to the Price List Attached

1. The above rates exclude VAT.
2. The rates offered will remain fixed and firm for the first 12 months of the contract period, thereafter escalation may be applied for, in writing, annually based on CPI.
3. The escalation will only be applicable from the date of approval.
4. CPI will not apply to items relating to % Mark-ups.
5. In the event where contractor employees are seen not wearing PPE/Uniform, The client will not process payment for such.

ESKOM HOLDINGS SOC Ltd CONTRACT NUMBER _____
The Provision Of Soft Services For Cleaning, Gardening And Pest Control Services For Eskom Property Management In
The Cape Coastal Cluster, Eastern Cape East London Zone

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's Service Information</i>	36
C3.2	<i>Contractor's Service Information</i>	0
	Total number of pages	

C3.1: EMPLOYER'S SERVICE INFORMATION

Contents

C3.1: Employer's service Information	i
1. Description of the <i>service</i>	iii
1.1 Executive overview	iii
1.2 <i>Employer's</i> requirements for the <i>service</i>	iii
1.3 Interpretation and terminology	xxiii
2. Management strategy and start up	xxiv
2.1 The Contractor's plan for the service	xxiv
2.2 Management meetings	xxiv
2.3 <i>Contractor's</i> management, supervision and key people	xxiv
2.4 Provision of bonds and guarantees	xxiv
2.5 Documentation control	xxiv
2.6 Invoicing and payment	xxv
2.6.1 Payment Item Descriptions.....	xxv
2.6.2 Prices to be Inclusive.....	xxvi
2.6.3 Measurement Meetings	xxvi
2.7 Contract change management.....	xxvi
2.8 Records of Defined Cost to be kept by the <i>Contractor</i>	xxvi
2.9 Insurance provided by the <i>Employer</i>	xxvi
2.10 Training workshops and technology transfer	xxvi
2.11 Design and supply of Equipment	xxvi
2.12 Things provided at the end of the <i>service period</i> for the <i>Employer's</i> use.....	xxvi
2.12.1 Equipment	xxvi
2.12.2 Information and other things.....	xxvi
2.13 Management of work done by Task Order	xxvii
2.14 Low service damages table	xxviii
3. Health and safety, the environment and quality assurance	xxix
3.1 Health and safety risk management	xxix
3.2 Environmental constraints and management	xxix
3.3 Quality assurance requirements	xxxi
4. Procurement	xxxii
4.1 People	xxxii
4.1.1 Minimum requirements of people employed	xxxii
4.1.2 BBEE and preferencing scheme	xxxii
4.2 Subcontracting	xxxii
4.2.1 Preferred subcontractors.....	xxxii
4.2.2 Subcontract documentation, and assessment of subcontract tenders	xxxii
4.2.3 Limitations on subcontracting	xxxii
4.2.4 Attendance on subcontractors.....	xxxii
4.3 Plant and Materials	xxxiii
4.3.1 Specifications	xxxiii
4.3.2 Correction of defects	xxxiii
4.3.3 <i>Contractor's</i> procurement of Plant and Materials	xxxiii
4.3.4 Tests and inspections before delivery	xxxiii
4.3.5 Plant & Materials provided "free issue" by the <i>Employer</i>	xxxiii
5. Working on the Affected Property	xxxiii
5.1 <i>Employer's</i> site entry and security control, permits, and site regulations	xxxiii
5.2 People restrictions, hours of work, conduct and records	xxxiv
5.3 Health and safety facilities on the Affected Property	xxxiv
5.4 Environmental controls, fauna & flora	xxxiv
5.4.1 Protection of Flora	xxxiv
5.4.2 Protection of the Fauna	xxxiv
5.5 Cooperating with and obtaining acceptance of Others	xxxv
5.6 Records of <i>Contractor's</i> Equipment	xxxv
5.7 Equipment provided by the <i>Employer</i>	xxxv

5.8 Site services and facilities	xxxv
5.8.1 Provided by the <i>Employer</i>	xxxv
5.8.2 Provided by the <i>Contractor</i>	xxxvi
5.9 Control of noise, dust, water and waste	xxxvi
5.10 Hook ups to existing works	xxxvi
5.11 Tests and inspections	xxxvi
5.11.1 Description of tests and inspections	xxxvii
5.11.2 Materials facilities and samples for tests and inspections	xxxvii

1. Description of the service

1.1 Executive overview

The purpose of this contract is to appoint a suitable qualified *Contractor* for the provision of soft services for cleaning, gardening and pest control services for Eskom property management in the cape coastal cluster, Eastern Cape -**East London Zone Sites**:

Sunilaws Office Park-East London (Base Site)	King Williams Town CNC, MEW, Warehouse and Bulembu CNC Complex
Sunilaws Operations Centre-East London	Toleni CNC-Butterworth
Coastal Complex (CNC, PPM, Training & Fleet) -East London	Alice CNC
Ducats Engineering Complex- East London	King Williams Town WIC
Palm Square Transmission- East London	Lamplough Store-Butterworth
	Adelaide CNC
Dutywa CNC	Butterworth Complex

Closure of Site

In the event that a site closes down then the services at that site must come to a stop. No compensation will be paid when a site is closed down.

1.2 Employer's requirements for the service

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

- Supervision Service
- Cleaning Service
- Supply of Cleaning Consumables and Hygiene Consumables
- Pest Control
- Rodent Control Service
- Dedicated Carwash Service at Specific Corporate Sites
- Roaming Gardener Service Team for these sites
- Gardener, Fleet Vehicle Washing and Odd Jobs Service for these sites
- External Window Cleaning exceeding a height of 3.3m

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

Working times

Monday - Friday: 07h00 to 16h00

Tea time is 15 Minutes

Lunch is 45 minutes

Saturday & Sunday: 07h00 to 15h30 (only when required)

CLEANERS

Site Names	Number of Cleaners
Sunilaws Office Park	13
Sunilaws Operations Centre	4
Coastal Complex	4
Ducats Complex	2
Infinity Place	1
Palm Square (Birchwood)	1
Dutywa CNC	1
Butterworth CNC /WIC	3
King Williams Town CNC, MEW, Warehouse and Bulembu CNC Complex	3
Toleni CNC	1
Alice CNC	1
King Williams Town WIC	1
Lamplough Store	1
Adelaide CNC	1
TOTAL	37

GARDNERS

Site Names	Number of Gardeners
Sunilaws Office Park	4
Sunilaws Operations Centre	3
Coastal Complex	3
Ducats Complex	3
Dutywa CNC	1
Butterworth CNC /WIC	1
King Williams Town CNC, MEW, Warehouse and Bulembu CNC Complex	4
Toleni CNC	1
Alice CNC	1
Lamplough Store	1
Adelaide CNC	1
TOTAL	20

1.2.1 General Requirements and Supervision Service

Statement of Service Objectives	In order to achieve a win-win relationship between the Eskom team and the <i>Contractor</i> in providing non-technical facility management services. Building positive attitudes, where problems are resolved together with initiative and enthusiasm.	
Background Information	Eskom requires a <i>Contractor</i> that can act in a professional and independent manner, manage their own team and implement a system of continuous improvements beneficial to Eskom and the <i>Contractor</i>. The <i>Contractor</i> will be responsible for ensuring that the fundamental requirements of the contract are not only met, but also exceeded. The <i>Contractor</i> is to manage the service and any item related to that service in the Eskom sites with innovation and integrity. Materials and substance used must comply with the environmental legislation and must be environmentally friendly. All work to be performed as per OHSACT regulations, local municipal by-laws, government legislation and SABS codes. All work must be supervised and managed by responsible supervisors. The <i>Contractor</i> together with the supervisor and head office manager is required to attend regular meetings with Eskom on-site.	
MAJOR REQUIREMENT	SPECIFIC REQUIREMENT	AVAILABILITY / PERFORMANCE STANDARDS
1. Supervision	1.1 All activities carried out by employees of the <i>Contractor</i> shall be supervised and managed by a responsible supervisor. Any reasonable instruction made by Eskom to the <i>Contractor</i> , in writing, shall be communicated to the <i>Contractor's</i> staff by the <i>Contractor</i> . Proof of information sharing to the <i>Contractor's</i> employees must be submitted to Eskom.	No incident of failure to comply with this responsibility and/or Service Level may be determined during the currency of this Agreement. Staff failure to comply with Eskom instructions will be deemed a failure in Supervision.
	1.2 The <i>Contractor</i> will be required to attend regular meetings not only by the site supervisor but also a head/ regional-office manager.	Meetings to be arranged by the <i>Service Manager</i> ; and no failure to comply with this responsibility must occur during the period of this contract.
	1.3 Any preventative / corrective action requested must be addressed in follow-up meetings.	Failure to advise on action being undertaken to address issues raised in previous meetings will result in a non-compliance.

	1.4 Other contractors and/or the employees may be working on the same site and the <i>Contractor</i> may in such cases be required to work in close corporation therewith.	Incidence of un-co-operative or lack of assistance shall not be tolerated, unless a valid reason exists of which Eskom must be notified immediately.
	1.5 The <i>Contractor</i> shall ensure that their staff are at all times professional, sober and courteous towards visitors and tenants frequenting any Eskom site/s.	Where necessary the <i>Contractor</i> to take appropriate action against the staff member. Where appropriate Eskom reserves the right to have the guilty staff member removed from site.
	1.6 The contractor supervisor should report daily on the base site to the Eskom representative and fill in daily attendance register.	There will be no payment for days the supervisor is absent from work.
2. Uniforms, Personal Protective Equipment and Appearance	2.1 The <i>Contractor</i> shall provide on his staff on site with the specified uniform. It is the <i>Contractor's</i> responsibility to ensure that the cleanliness, correctness and appearance are maintained.	Any staff of the <i>Contractor</i> found wearing the incorrect uniform, or found with dirty or wrinkled clothes, or not wearing their identity/ name tag shall result in a non-compliance to the <i>Contractor</i> .
	2.2 The <i>Contractor</i> shall ensure that their staff appearance is neat, that such staff are well groomed and that such personnel at all times whilst on duty wear their uniforms and applicable personal protective equipment.	Any staff of the <i>Contractor</i> found untidy, not clean, or with inappropriate hygiene, shall be requested to be removed from site, with immediate effect. The <i>Contractor</i> shall provide an acceptable and approved replacement/ reliever at no cost to Eskom. In the event where contractor employees are seen not wearing PPE/Uniform, The client will not process payment for such. Failure of any staff of the <i>Contractor</i> found not using the required Personal Protective Equipment during the execution of a task may result in the termination of the contract.
3. Training	3.1 The <i>Contractor</i> shall ensure that their staff: - have full knowledge of the Site as well as services/ facilities available at the Site; are able to pass the relevant information to the visitors or tenants whenever requested to do so.	Any staff of the <i>Contractor</i> who are found lacking in their knowledge of the site within reason, or who are found lacking in their ability to transfer this knowledge will be liable for a non- compliance.
	3.2 The <i>Contractor</i> shall ensure that all personnel involved in the provision of the services undergo customer services training to ensure no complaints are received from visitors or tenants relating to the manner in which the personnel act towards such visitors or tenants.	Not more than 1 incident of failure to comply with this responsibility. Any complaints received from a customer may result in a non- compliance.

	3.3 All senior personnel of the <i>Contractor</i> must be equipped with cell phones, which are fully operable during service hours.	Any supervisor not available during service hours must be addressed by Senior Management of the <i>Contractor</i> .
4. Staff	4.1 The <i>Contractor</i> shall ensure that its personnel only make use of facilities specifically provided to such personnel at the Site.	Any staff of the <i>Contractor</i> who is found using any facilities except those provided, for an unacceptable reason, shall result in a noncompliance.
	4.2 The <i>Contractor</i> shall report all personnel shortages to the Eskom and provide replacement staff.	Personnel shortages must be reported prior to the commencement of any duty shift, or if such shortages only come to light during a shift, such shortage must be reported within 15 (fifteen) minutes of the <i>Contractor</i> becoming aware of such shortage. Replacement staff must be delivered to site within 2 hours of the shortage being reported to Eskom.
	4.3 Full details of any member of staff must be provided by the <i>Contractor</i> at the request of Eskom	Failure to provide details of a staff member as requested will result in a non-compliance.
	4.4 Staff will act in a responsible manner and will not compromise any security procedure applicable at the site.	Failure to act in a responsible manner will result in a non-compliance.
5. Reporting	5.1 The monthly report must as a minimum include the following: consumable stock-count report; staff attendance report; equipment breakdowns; and rectification report, schedules and duties performed, quality control report, staff turnover, customer complaints / compliments, staff disciplinary issues, as well as action plans to rectify any deficiencies.	No failure to provide relevant information in a clear and legible format. Format to be discussed and agreed with the <i>Service Manager</i>

1.2.2 CLEANER SERVICE

MAJOR	SPECIFIC REQUIREMENTS	AVAILABILITY/
1.Equipment	1.1 The <i>Contractor</i> shall, at its own cost acquire, maintain, replace and/or replenish all cleaning equipment required to provide the Service. The <i>Contractor</i> shall provide at least the following: Wet and dry Vacuum Machines, Mop Trollies, Brooms – Soft bristle, Buckets round - 25 litre, Dust cloths, Feather Dusters, dish cloths, kitchen swabs, scourers, Mops, window cleaning squeegee with an extendable handle to reach a height of 3.3m	No incident of failure to comply with this responsibility may be determined during the period of this contract.
	1.2 The <i>Contractor</i> shall: - ensure that all cleaning equipment used in the provision of the <i>Service</i> are in good working condition with no parts missing; inspect the cleaning equipment to ensure compliance with this responsibility; repair or replace all cleaning equipment to the extent required to comply with the responsibilities stipulated in this Agreement. 1.3 The <i>Contractor</i> will inspect all hygiene equipment while performing their duties and report any defective or damaged hygiene equipment to the Eskom Real Estate call-centre.	No incident of failure to comply with this responsibility and/or Service Level may be determined during the period of this contract.
	1.4 The <i>Contractor</i> shall inspect all equipment to ensure the above responsibilities are complied with.	Failure to produce proof of inspection, on request, shall result in a non-compliance.
	1.5 A register shall be kept of all cleaning equipment for random inspection/ physical/ operational checks.	Any <i>Contractor</i> who fails to submit the completed and updated register with the monthly report may result in non-compliance.
	1.6 The <i>Contractor</i> shall at times endeavour to use environmentally friendly and bio-degradable cleaning products which should comply with ISO 14001 requirements.	The <i>Contractor</i> is to provide relevant information on products used. Failure to comply will result in a non-compliance.

2. Ad-hoc Cleaning	2.1 Attend to any spillages, and other emergency cleaning requirements, such that the Site is always in a prime state.	No failure to complete emergency cleaning requirements specified.
	2.2 In the event of graffiti inside or outside the building, the <i>Contractor</i> must ensure that it is removed.	Removal of graffiti to commence immediately upon identification.
3. Hard floor cleaning	3.1 All hard floor coverings including edges and skirting shall be cleaned in such a way to preserve the floor coverings. The process should ensure that all floor areas are free from debris, dust, dirt, spillage, and litter and scuff marks to display an even lustre on completion. Any stains and deposits should be removed. 3.2 No fresh stains shall be evident. Where necessary, site specific requirements should be complied with, as for the various surfaces finishes such as concrete, polished tiles, wood, etc. This to include hard surfaces in Lifts, escalators, management offices, training centres, etc.	No accumulation of ingrained / impacted dirt, particularly in crevices, corners and edging. No evidence of any accumulation of slurry, soap or residues from cleaning agents. Slippery floor surfaces, powdering discoloration, build up and scuffing. Misuse of inappropriate cleaning agents. No evidence of dirt or debris under desks, around edges of furniture, corners, lift landing plates, under glass cladding of escalators, vertical and horizontal surfaces of escalators (incl. handrails, glass barriers, bollards) fire escapes and service passages, and areas difficult to access. No cloth or mop lines to be left on the surfaces
4. Soft floor coverings	4.1 All soft floor coverings including edges and skirting shall be free from debris dust and dirt. Any stains and deposits should be removed. No fresh stains shall be evident. This includes all carpets, rugs, entrance mats, etc. 4.2 Mats shall be positioned in such a manner so as not to constitute a tripping hazard.	All carpeted floor areas, throw rugs, and floor mats must be vacuumed to ensure that such floors are free from loose debris, dirt, dust, stains, build-up and other foreign matter. Carpeted areas, throw rugs, and floor mats shall be spot cleaned and shampooed in accordance with the manufacturers' specifications. Any soft flooring with dirt, debris or litter shall result in non-compliance.
5. Slip resistant floors	5.1 Floor surfaces having a slip resistant property shall remain slip resistant, in particular when there is dampness or water spillage.	Failure to ensure non-slip floor finishing shall result in non-compliance. Failure to make an area safe after any water spillage or any leftover dampness as a result of cleaning shall result in non-compliance.
6. Stairs	6.1 All stairs including treads, risers, nosing banisters, balustrades, handrails, ledges and guards must be free from dust, debris, stains and marks.	No evidence of debris, fresh stains and spillage, or cleaning marks / lines.

7. Internal glass, mirrors and cladding (including interior of lifts)	7.1 All glass / mirrors (excluding external windows) shall be free of dust, void of stains and a streak /smear free finish achieved. 7.2 All internal glass partitions shall be free of dust, void of finger printing, stains, markings and with a dry streak / smear free finish.	No evidence of build-up in corner areas, around fixtures, streak marks, smears or heavy finger marking.
8. Paint-work, walls and doors	8.1 All paint-work, walls and doors, including framework shall be void of stains and markings (no graffiti) ingrained dust, dirt and cobwebs, with a streak/ smear free even finish achieved with no visible water marks.	No evidence of stains, accumulation of dirt and debris particularly on edging and in corners; no cobwebs, watermarks.
9. Ceilings and bulkheads, including air conditioning diffusers	9.1 All ceiling surfaces shall be free from cobwebs and other debris. All air conditioning diffusers to be free from dust and marks. This to be done to a height of 3.3 meters.	No evidence of cobwebs and or cleaning marks, finger prints or static residue.
10. Furniture, fixtures and fittings including architectural a structural ironmongery, bulkheads and signage.	10.1 All furniture, fixtures and fittings including architectural Ironmongery shall be cleaned / polished appropriately to ensure protection. The process should ensure the above to be free from dust, void of stains, with a streak / smear free finish achieved. Common area signage below 3.3 meters high to be kept dirt free.	No evidence of accumulated grime, dirt deposits, chemical build up and / or stains resulting from other associated cleaning processes.
11. Sanitary ware	11.1 All sanitary ware, sinks, wash-hand basins, surfaces and their appropriate visible surface pipe-work, splash backs, taps, chains and plugs shall be void of all soiling, detergent and / or watermarks.	No misuse of inappropriate cleaning agents.
12. Blinds, louvers and sun visors	12.1 Blinds shall be cleaned appropriately. The process should ensure the above to be free from dust and stains.	No evidence of dust and stains.

13. Waste receptacles	13.1 All waste receptacles shall be clean, dry, dust / dirt free and have an acceptable odour. All dustbins and trash receptacles shall: 13.1.1 Be emptied and returned to its original location so as to ensure a clean, neat and professional site appearance. 13.1.2 Be cleaned to ensure such dustbins are substantially free from any dust, removable stains, soil, grease, odours and spillages. 13.1.3 Be emptied in a manner which does not in any manner disrupt any activities. 13.1.4 All obviously soiled or torn trash receptacle liners shall be replaced. 13.1.5 All trash shall be deposited in the outside trash collection containers/skips. Recyclable material must be sorted and deposited into the relevant recycling bins/containers. 13.1.6 Waste bins may never be more than 60% full. Compaction and waste disposal areas must be hygienically maintained and free of litter and smells. 13.1.7 Waste bins/containers/packages must be moved to the relevant collection points on waste collection days in order to be picked up by the waste removal company.	No occurrence of overflowing receptacles. No failure to prevent the receptacles from becoming foul smelling and / or heavily soiled. No failure to replace bin liners where appropriate. Overflowing waste bins should be cleared within 30 minutes
14. High-level ledges and surfaces including air conditioning grills and diffuser outlets, high level ducting, vents and sides a edges of escalators,	14.1 High-level ledges and surfaces shall be cleaned using the correct access equipment; the process should ensure the above to be free from ingrained dirt and dust, void of all stains and markings. This includes canopies, exposed trusses and beams.	No evidence of ingrained dirt and dust, void of all stains and markings. No evidence of moths, dust or rodent or animal faeces in escalator panels, or on high level ledges or surfaces. This to be performed as a minimum every 3 months

15.Toilet / ablution/ Shower/Hand Basins/Sinks/ Bath facilities	Provision should be made to ensure that toilet, shower and bath facilities would be free of any permanent odours. The cleaning process should ensure protection of all surfaces. All sinks, basins, w.c.'s, urinals, troughs, cisterns, shower heads, chains and plugs should be free of all stains, ingrained dirt, build up of lime scale, with a streak / smear free finish achieved. All cleaning and maintaining of toilets shall be carried out daily. All toilets to be kept clean at all times. Inspection every hour and recorded on an inspection sheet. Floors and walls to be cleaned with a fungicide solution. Basins, Urinals and Bowls and Fittings to be cleaned with a disinfectant. Defects to be attended to immediately. Descale and remove algae, bacteria and uric encrustations from all areas Clean and disinfect both internal and external surfaces of the fittings Remove trap where possible and clean/disinfect and clear away all waste around and inside the trap Clear overflows and waste pipes of accumulated waste deposits Clear and disinfect all taps, plugs, chains, outlets, channels and gullies	No occasion of persistent complaints regarding odours. No evidence of stains, ingrained dirt, build up of lime scale, dry germ, streaks / smears.
16. Toilet consumables	16.1 The <i>Contractor</i> shall be required to perform stock control of the consumables supplied and request replenishment of consumable stock as required. 16.2 The <i>Contractor</i> will ensure that the hygiene equipment is stocked with consumables, including, but not limited to: toilet paper; hand towels, liquid or foam soap, toilet bin liners, air fresheners; sanitation equipment, etc. at all times.	Consumable stock levels are to be monitored and requests for consumable stock to be made timeously. No failure of availability of supplies at the point of use.

17.Window cleaning less than 3.3 meters high	17.1 Fully clean all the inside of the window glass and frames on a monthly basis. 17.2 Fully clean the outside of all window glass and frames every 3 months, up to a height of 3.3 meters.	No incidence of failing to clean the windows every month. No incidence of failing to clean the windows every 3 months.
18. External	18.1 A program of collection will be implemented by the <i>Contractor</i> to ensure that there is no accumulation of litter within the grounds and city council roads' reserves bordering on the site at any time 18.2 Waste bins to be positioned as agreed with Eskom and will be emptied and cleaned regularly such that they never overflow and are kept in a sanitary condition. 18.3 Cigarette disposal provisions will be provided by Eskom at all designated smoking points and will be emptied and cleaned regularly such that they never overflow. 18.4 Parking garages / areas to be swept 18.5 The external fabric of the building will be cleaned to a height of 3.3 metres to maintain the external appearance.	Ensure that all litter is collected, and removed as and when required. No occurrence of overflowing receptacles. No failure to prevent the receptacles from becoming foul smelling and / or heavily soiled. No occurrence of overflowing receptacles No litter and evidence of accumulated Ensure the building is cleaned regularly and free of dirt and removable marks and stains.
19.Dining area Cleaning	19.1 All tables, chairs, to be cleaned and furniture rearranged as per agreed arrangement. Dining area to be kept in a clean and neat condition at all times.	Waste / litter to be removed; tables and chairs to be wiped clean. All bins to be regularly cleaned, so as to allow capacity during peak periods.
20.Contractors facilities	20.1 The service provider must ensure that the facilities made available to contractors, if applicable, for change rooms, offices are kept clean, tidy and to an acceptable standard. 20.2 The service provider must ensure that adequate lockable lockers are provided for each cleaner, these must be of an acceptable standard.	No failure to provide services as required. These facilities are to be kept clean and hygienic at all times

21. Delivery Yards / warehouses/ workshops	21.1 The service provider must ensure that the delivery yards, warehouses and workshops are clean and tidy, with no litter, excessive dust, dirt and debris.	No failure to provide an area that is free of litter, dust, dirt and debris.
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1.2.3 HYGIENE RENTED EQUIPMENT

MAJOR REQUIRMENTS	SPECIFIC REQUIREMENTS	AVAILABILITY/ PERFORMANCE STANDARDS
1. Sanitary Services	1.1 Provide a sanitary waste collection and disposal service, whereby sanitary bins are used to collect and store sanitary waste hygienically and safely. All sanitary services are to be performed in line with National Environmental Waste Management Act, 59 of 2008 and the By-laws of the local Municipality in which the site is located. 1.2 The bins are to be cleaned and disinfected to kill all bacteria and the bin liner needs to be replaced with each service. 1.3 All sanitary waste to be removed discretely from each site. 1.4 Waste Disposal Certificates must be supplied to the <i>Employer</i>.	Failure to provide sanitary services in line with the specified frequency will be deemed as a non-compliance.

1.2.4 SUPPLY OF HYGIENE AND CLEANING CONSUMABLES

MAJOR REQUIREMENTS	SPECIFIC REQUIREMENTS	AVAILABILITY/ PERFORMANCE STANDARDS
1. Consumables	1.1 The <i>Contractor</i> will deliver an amount of consumables monthly. This quantity of consumables will be per site and it must be delivered before end of the month. 1.2 Any further consumables required will be procured by Eskom using alternate methods i.e. this contract will not be used to procure further consumables than the amount stated in this contract. 1.3 The <i>Contractor</i> will manage and use the consumables in a cost effective and efficient manner, and will put controls in place to minimize wastages and prevent theft of the consumables. Missing or shortage of consumables will be for the cost of the <i>Contractor</i>.	Failure to deliver consumables constitutes non-compliance. Delivery of consumables greater than the amount constitutes non-compliance, and will be for the cost of the <i>Contractor</i>. Failure to keep consumables consumption records will constitute non-compliance. Failure to manage consumables effectively constitutes non-compliance.

1.2.5 DEDICATED CARWASH SERVICE FOR SPECIFIC CORPORATE SITES

MAJOR	SPECIFIC REQUIREMENTS	AVAILABILITY
1.Dedicated Car Wash	1.1 The <i>Contractor</i> to allow and price for car wash services of Eskom Fleet Vehicles, only at specified Eskom Sites. The infrastructure is in place, the <i>Contractor</i> to allow for labour and consumables. 1.2 Vacuum cleaners, brushes and all other equipment required for this service to be supplied by the <i>Contractor</i> (including car Shampoo). 1.3 Washing of Eskom employee's private vehicles will be for the account of that specific Eskom employee. The <i>Contractor</i> must recover the amount due to him directly from the Eskom employee.	No failure to provide services as required constitutes non-compliance. Eskom Fleet Vehicles are to be kept clean and hygienic at all times. Any misconduct like theft and misuse of cars in or out of the wash bays is a serious offense and could result in termination of the contract.

1.2.6 PEST CONTROL and RODENT CONTROL SERVICE

MAJOR REQUIREMENTS	SPECIFIC REQUIREMENTS	AVAILABILITY/ PERFORMANCE STANDARDS
1. Equipment	1.1 The <i>Contractor</i> shall: - ensure that all pest control equipment used in the provision of the service are branded and in good working condition with no parts missing; inspect the pest control equipment to ensure compliance with this responsibility; repair or replace all pest control equipment to the extent required to comply with the responsibility stipulated in this agreement. 1.2 The <i>Contractor</i> will inspect all pest control equipment while performing their duties and report any defective or damaged pest control equipment to the Eskom Department. 1.3 A register shall be kept of all service equipment for random inspection/physical/ operational checks 1.4 All pest control services are to be performed as per stipulated frequencies. 1.5 Recording sticker to be attached and updated to every bait station to be serviced. 1.6 Dusting powder and gel bait stations to be used plus insect monitors if necessary. 1.7 Service report to be completed and signed off on site – original copy to be left on site. 1.8 The Service must comply with: • SANS 10402:2013 – The Application of Fumigants. • SANS 10133:2011 – The Application of Pesticides in Food Handling, Food Processing and Catering Establishments.	No incident of failure to comply with this responsibility and/or service level may be determined during the currency of this agreement Failure to produce proof of inspection, on request, shall result in a non-compliance Any <i>Contractor</i> who fails to submit the completed and updated register with the monthly report may result in non-compliance. Failure to provide pest control service in line with the frequencies will be deemed as non-compliance

1.2.7 GARDENER/CAR-WASH/ODD JOBS SERVICE & ROAMING GARDENER SERVICE TEAM

MAJOR REQUIREMENT	SPECIFIC REQUIREMENT	AVAILABILITY / PERFORMANCE STANDARDS
1.Horticulture Equipment	1.1. The <i>Contractor</i> shall, at its cost acquire, maintain, replace and or replenish all equipment required to provide the Service. 1.2. The <i>Contractor</i> shall:- ensure that all equipment used in the provision of services are branded and in good working condition with no parts missing. Inspect the equipment to ensure compliance with this responsibility; repair or replace all equipment to the extent required to comply with the responsibilities stipulated in this agreement. 1.3. The <i>Contractor</i> shall inspect all equipment to ensure the above responsibilities are complied with. 1.4. A register shall be kept of all equipment for random inspection/physical/operational checks 1.5 Lawn mowers will have a bin catch all grass cuttings. 1.6 All equipment will be utilized to correlate with the requirements of the Occupational Health and Safety Act.	No incident of failure to comply with this responsibility may be determined during the period of this contract. No incident of failure to comply with this responsibility may be determined during the period of this contract. Failure to produce proof of inspection, on request, shall result in non-compliance. Any <i>Contractor</i> who fails to submit the completed and updated register with the monthly report may result in non-compliance. No incident of failure to comply. No incident of failure to comply
2. Lawns	2.1 Lawn areas are to be cut regularly. After mowing, some grass cuttings may be utilised as green mulch to all garden areas. Clippings are to be spread neatly across the beds. 2.2. All areas where lawn abuts onto kerbs or footpaths are to be trimmed to a line running down the back edge of the kerbs or the edge of the footpath. 2.3. No edges are to be cut using spade Brush Cutters - Not less than 50mm and Not more than 100mm Push mowers - Not less than 20mm	Mow lawns to a height of not less than 30mm throughout the year. No encroachment to be allowed. Only edge trimmers or shears may be used

	and Not more than 40mm 2.4. Localised areas where grass growth has been poor through lack of water or where the soils have been compacted are to be aerated at regular intervals. This operation is to be carried out after the areas have been thoroughly watered. 2.5 The grass against the perimeter fence as well as around buildings, manholes, paths, concrete or brick structure, flower beds etc. is to be trimmed and shall be considered as part of the grass cutting operation.	No localised areas where grass growth has been poor through lack of water or where the soils have been compacted.
3. Cultivation and Weeding	3.1. Hand weeding is to be carried out on a regular basis. All root growth is to be removed.	Garden must be weed free.
	3.2. Broad-leaved weeds are to be controlled utilizing the correct herbicide.	No spraying is to be undertaken in the narrow lawn areas where desirable plants may be damaged. Any plants damaged by the <i>Contractor</i> will be replaced by the <i>Contractor</i> .
	3.3 Herbicides are to be applied in accordance with the manufacturer's specifications and are to be carried out by a competent person wearing the correct protective clothing.	No more than two complaints during the duration of the contract.
	3.4 The <i>Contractor</i> shall at all times endeavour to use environmentally and bio-degradable products.	The <i>Contractor</i> is to provide relevant information on products used. Failure to comply will result in a non-compliance
	3.5 The <i>Contractor</i> is to be in possession of the relevant Hazchem certificates and is to ensure that the handling of all hazardous chemical substances, including fertilizers, is strictly in accordance with the Regulation for Hazardous Chemical substances framed under the OSH Act No. 85 of 1993. All Hazchem data sheets are to be forwarded for all chemicals used.	Hazardous chemical data sheets submitted. Monthly report, indicating chemicals utilised during the month per site.

	3.6. All empty herbicides & fertilizer containers are to be immediately disposed of off-site in accordance with the relevant laws, by-laws and regulations.	
	3.7 All areas of paving are to be kept free of weeds at all times. This will involve both hand weeding and the careful application of selected herbicides such as "Roundup" or "Ridder".	Any damage caused to the paving or planting as a result of the above work are to be repaired by the <i>Contractor</i> at his own cost
	3.8. Care must be taken to avoid damage to plants and plant roots during the cultivation process. Cultivate to ensure a loose, surface with no compaction.	Should any plants die due to poor cultivation, their replacement will be for the account of the <i>Contractor</i> .
	3.9 As part of the cultivation process , any area where die back has occurred historically or occurs naturally, are to be replanted by division, using the plant type originally present in the area, if the plant type allows	
	3.10 Under no circumstances are line trimmers (weed-eaters) to be utilised around the base of trees. Stem protectors must be installed to all trees in general lawn areas.	Any tree dying due to damage by line trimmers is to be replaced by the <i>Contractor</i> at his own cost.
4. Pruning	4.1 All trees and shrubs to be pruned on a regular basis. 4.2 All trees within parking areas to be kept at least 3m above ground where size allow, where vehicles park under trees. 4.3 General pruning is to be carried out throughout the year. Groundcovers are to be cut back from bed edges and shrubs generally pruned as and when necessary. 4.4. Any growth of branches etc. overhanging roofs of buildings, walls, fences etc., which can cause damage or the depositing of leaves etc. in storm water gutters or on roofs is to be regularly trimmed. Any growth of any plants which can cause damage to	No failure of pruning. No more than 1 tenant and public complaint per week per property. No failure of pruning No growth of branches etc. overhanging roofs of buildings, walls, fences, which can cause damage to the structures. No growth of any plants, which can compromise security by causing

	fences or compromise security causing an obstruction of vision, is to be removed 4.5 All garden refuse generated during pruning is to be removed from site at the end of each day	obstruction of vision. No rubbish on site
5. Stakes & Ties	5.1 All trees shall be checked once a week and after all storms, to ensure that the stake is firm and that the tree is adequately tied at the top and bottom of the stake. 5.2 Damage to trees caused by chafing on stakes will not be permitted. Damage to trees caused by over tight ties will not be permitted; ties shall be loosened or tightened as and where required.	
6.Pests	6.1 The <i>Contractor</i> is to constantly monitor for pests through the garden and are to treat accordingly. 6.2 Natural organic pesticides should be used. Should these fail only then should inorganic chemical pesticides be used. Application of the pesticide is to be carried out fully in accordance with the manufactures' specifications by competent person. The relevant laws, bylaws and regulations referring to the handling, of hazardous substances and the safe disposal of containers are to be adhered to all times. <i>Contractor</i> will adhere to strictly all conditions stipulated in Fertilizers, Farm Feed s, Agricultural remedies act, Act No. 36 of 1947 and all amendments to the Act.	
7.Leaf litter and garden refuse removal	7.1. The <i>Contractor</i> shall be responsible for the removal of the day-to-day refuse accumulated during the maintenance process. 7.2 All roads, pavements and pathways are to be kept swept and clean. This is applicable to both the interior and exterior of the site.	All refuse generated is to be removed from site by contractor. No stockpiles of leaves and wastes are to be left overnight. No exception will be tolerated for his failure to comply with this requirement.

8. Water and Irrigation	8.1 The <i>Contractor</i> shall be solely responsible for ensuring that all areas of planting receive the amount of water specified herein, taking into account the extent and type of irrigation present on site. 8.2 The <i>Contractor</i> is responsible for providing all necessary hoses, sprinklers and fittings to carry out the above. 8.3 Those areas not covered by the irrigation system are to be hand watered.	No exception will be tolerated for his failure to comply with this requirement All equipment provided by the <i>Contractor</i> will be in a working condition at all times. All areas of garden are to receive an adequate supply of water as necessary in both the summer and winter months.
9. Irrigation Maintenance	9.1 <i>Contractor</i> is to ensure that the entire irrigation system on all properties is fully functional. All defects must be reported to Eskom. Any damage caused by negligence by <i>Contractor</i> will be for the cost of the <i>Contractor</i>.	All defects on the irrigation system must be reported to the call centre within 24 hours identifying the defect. The first three months of the contract a detailed audit must be compiled and submitted to Eskom identifying any damage to such system.
10. Indoor Plants	10.1 Supply of internal plants: Supply of internal plant to provide visual attractiveness. The <i>Contractor</i> shall grow replacement indoor plants on site, and shall replace all missing or unsightly plants on instruction from Eskom. Selection of internal plants will be done in consultation with Eskom. 10.2 Maintenance of internal plants: Such maintenance will include watering, pruning, and pest control. Plant maintenance must aim at: up keeping of plants attractiveness prolonging plants life-span.	No occasion of internal plants missing. No failure of plants maintenance. No occasion of poor maintenance.
11. Client Liaison	11.1 The service provider will appoint a key Account Manager who will be responsible for liaison with Eskom Manager on all aspects of landscaping.	No failure to comply with this requirement
12. Washing of Fleet Vehicles	12.1 The “gardener/carwash/odd jobs” staff will be required to car the Eskom Fleet Vehicles, on sites where dedicated car wash services are not offered. The <i>Contractor</i> is to ensure	No failure to provide services as required constitutes non-compliance. Eskom Fleet Vehicles are to be kept clean and hygienic at

	that their staff are suitably trained to effectively carry out this function. 12.2 The consumables for this service will be provided for by the Eskom site supervisor. 12.3 Washing of Eskom employee's private vehicles is not allowed. 12.4 The <i>Contractor</i> will not be allowed to claim additional costs for this service.	all times. Any misconduct like theft and misuse of cars in or out of the wash bays is a serious offense and could result in termination of the contract.
13.Odd-jobs	13.1 The "gardener/carwash/odd jobs" staff will be required to carry out odd-jobs as required by the relevant site supervisor.	No failure to provide services as required constitutes non-compliance.

1.2.8 EXTERNAL WINDOW CLEANING GREATER THAN A HEIGHT OF 3.3M

MAJOR REQUIREMENT	SPECIFIC REQUIREMENT	AVAILABILITY / PERFORMANCE STANDARDS
1.Window cleaning greater than a height of 3.3 meters	1. Fully clean the outside of all window glass and frames every 3 month, on specified buildings where the windows exceed a height of 3.3m. 2. Windows are to be free of dust, fingerprinting, stains, markings. 3. This must be carried out with strict supervision and in accordance with the Occupational Health and Safety Act.	No incidence of failing to clean the windows every 3 months. No failure to leave windows (including frames) free of dirt and smears at the conclusion of each cleaning cycle.

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

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

2. Management strategy and start up

2.1 The Contractor's plan for the service

The Contractor must detail below a plan which stipulates how he intends on performing the *service* throughout the *service period*, as required by clause 21.2.

Staff structure

List technical reporting and scheduling requirements which are to be incorporated into the *Contractor's* plan.

2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall contract progress/feedback in terms of contract obligations	Monthly intervals or when deemed required by the <i>Service Manager</i> .	East London - Eskom Sunilaws Office Park	<i>Employer / Service Manager / relevant Eskom representatives and appointed Contractor representatives.</i>

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

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

2.3 Contractor's management, supervision and key people

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

2.4 Provision of bonds and guarantees

N/A

2.5 Documentation control

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

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

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

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

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

2.6 Invoicing and payment

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

- Date of Invoice
- Date of delivery of Service
- Invoice Number
- Invoice Amount excluding VAT
- PO Number
- Task Order Number
- GR Number
- Payment Status (either Paid or Unpaid)

The statement will also reflect the following summaries:

- Invoice payments outstanding <= 30days
- Invoice payments outstanding > 30days <=60 days
- Invoices payment outstanding > 60days <=90 days
- Invoices payment outstanding > 60days <=90 days
- Invoices payment outstanding > 90days
- Total of Invoices where the *Contractor* has received payment
- Total of Invoices where the *Contractor* is awaiting payment

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

The *Contractor* shall address the tax invoice to
ESKOM HOLDINGS SOC LIMITED

and include on each invoice the following information:

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

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

2.6.1 Payment Item Descriptions

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

2.6.2 Prices to be Inclusive

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

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

2.6.3 Measurement Meetings

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

2.7 Contract change management

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

The *Contractor* shall request this form from the *Service Manager*.

2.8 Records of Defined Cost to be kept by the Contractor

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

2.9 Insurance provided by the Employer

See Annexure A above

2.10 Training workshops and technology transfer

- Proof of training of staff for chemical handling and the use thereof.
- Proof of training of staff for general cleaning and specialized cleaning as required in the Service Information
- Proof of Training Records.
- Proof of Training Facility
- Proof of Staff Trained.

2.11 Design and supply of Equipment

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

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

2.12.1 Equipment

None

2.12.2 Information and other things

- Summary of lessons learnt during the contract period.
- Summary of training undertaken by the Contractor's employees over the duration of the contract.
- Copy of all completed questionnaires
- Copy of all monthly reports
- All Safety Files and all other relevant safety documentation relevant to this contract.
- Submit man hours every month when submitting invoice
- Summary of all quantity of items supplied by Contractor as per the Price List for the duration of the contract.
- Copy of all complaints registers

Signed:

Date:

(for *Employer*)

2.14 Low service damages table

Item	Amount
Non-compliance to Eskom's Cardinal Rules	R 5 000 per finding
Non-compliance to Eskom Procedures and Policies	R 5 000 per finding
Non-compliance to Food Safety Acts, Standards, Procedures and Policies	R 5 000 per finding
Non-compliance to the OHSACT	R 10 000 per finding

3. Health and safety, the environment and quality assurance

3.1 Health and safety risk management

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

The Divisional/Regional Safety Risk Manager or his representative having jurisdiction over the *service* must provide the relevant safety, health and environmental (SHE) criteria for incorporation into this Service Information. The SHE specification / scope must be signed off by the Divisional/Regional Safety Risk Manager or his representative confirming that the applicable safety criteria have been taken into account.

The Commodity Manager / Buyer must refer the tender to the Divisional/Regional Safety Risk Manager or his representative in order to evaluate against enquiry-specific safety criteria.

The Divisional Safety Risk Managers who will be responsible for the allocation of resources to assist P&SCM with the above processes are as follows:

- Generation: Roley McIntyre
- Transmission: Tony Patterson
- Distribution: Alex Stramrood
- Enterprises: Jace Naidoo
- Corporate: Kerseri Pather

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

3.2 Environmental constraints and management

The Contractor shall comply with the environmental criteria and constraints stated below.

1. Environmental Policy
 - Document which provides an intention and a direction of an organization related to environmental performance, as formally expressed by its top management
 - Expressed Environmental commitments (protection of environment, environmental compliance, environmental objectives, continual improvement, pollution reduction, etc.
 - Document signed by the CEO/ Director, Date & version controlled
2. Company Organogram: showing environmental responsible persons
 - Contractor Environmental Officer/ Environmental Representative/ Company Director/Applicator. Etc
3. Environmental Aspects & Impacts Register (Activities, Products or Services) & Rating –
 - This register outlines organizations activities, products or services which could interact with the environment, result to environmental aspects & Impacts in-line with the scope of work (i.e., storage oil containing equipment, transporting of hazardous & dangerous goods, etc.).
 - The methodology or criteria to determine the significance of environmental aspects & Impacts (i.e. Low, Medium or High).

Environmental compliance obligations (laws) associated with environmental aspects & impacts are aligned accordingly.

4. Environmental Risks & Opportunities (SWOT) Register -

- This register outlines organizations Strengths, Weaknesses, Opportunities, Threats/Risks (SWOT) which may prevent the organization from achieving its intended outcome (Environmental Performance, Fulfilment of compliance obligations & continual improvement).

5. Environmental Management Programme (EMP) - Project/ Site Specific

- An EMP provides action plans to address environmental objectives and issues identified in the organizations significant Environmental Aspects & Impacts (. i.e. Diesel spillage, disposal of oil rags, diesel contaminated products, leading to pollution).
- An EMP provides action plans to address environmental objectives and issues identified in the organizations SWOT Register (Risk - cutting of protected trees without tree cutting permits).
- An EMP provides action plans to address environmental objectives and issues identified in the organization's needs and expectations (Customer Needs/ Expectation - Report to the Chief upon grave disturbance).

6. Waste management strategy/ Plan –

- A WMP provides description of the different waste streams expected on site (i.e, Batteries, wires, cables, etc.)
- The WMP should also deal with prevention of pollution managing waste (Littering & separation) and waste minimization methods such as reuse, recycle and reduce.
- Records of waste quantities disposed and registered landfill sites
- Environmental compliance obligations (law) requirements

7. Environmental Emergency Preparedness & Response Plan -

- This plan lists possible environmental emergencies that could occur e.g. chemical spillages, air pollution incidents and encounters with bees and snakes.
- This plan shall address approach on how to respond to such emergency situations. This shall include exercises or drills to prepare and test emergency response on specified timeframes.
- This plan shall provide contact details of required stakeholders in case of an emergency.

8. Environmental incident Register -

- This register provides environmental incident details of the following: Description of the incident (EG: bees & snakes)
- Date of incident, reported to and reported by.
- Actions taken and status of recommendations
- Date incident closed

9. Environmental Competency Training certificate -

- Does the organization have an environmental training matrix and schedule?
- Does the organization have documented proof that staff members have received environmental training?
- To ensure that employees have sufficient skills and understanding to execute their various duties?

10. Environmental Appointment letters - MANDATORY

- This part provides an environmental appointment letter (template) with clear Roles, Responsibilities & Authority.

- Environmental Officer, Environmental Representative where duties listed are aligned with environmental management (i.e. Monitor Compliance with EMP, WMP, EPRP)
- Ensure compliance to and the knowledge of NEMA, management of waste, compliance to ISO 14001 requirements (where practicable).

11. Acknowledgement & Declaration of understanding of Eskom environmental documents & specifications – MANDATORY

- Sign & Date Annexure B of the Eskom Contract Environmental Management Plan Submitted with Tender Enquiry.

3.3 Quality assurance requirements

Quality management

System requirements

Clause 3.3.1 requires that the *Contractor* operate a quality management system as stated in the Scope. Include your requirements here

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

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

Information in the quality plan

Clause 3.3.2 requires that the *Contractor* provide a quality policy statement and quality plan which complies with requirements stated in the Scope.

- The *Contractor* shall demonstrate, provide and maintain a Quality Management System (QMS) that is ISO 9001 compliant or provide Quality Policy and Method statement or Contract Quality Plan
- The *Contractor* agrees to control and professionally preserve and store appropriate documents, records and recordings to guarantee the traceability of the services rendered and inspection thereof.
- The delivered services shall be uniform in Quality and condition, consistent with good industry practices and adhere to requested Eskom requirements, without deviation.
- Eskom shall have the right to conduct surveys and perform surveillance of the *Contractor's* facilities to
- Eskom reserves the right to inspect any or all of the work. Verification by Eskom shall not absolve the *Contractor* of the responsibility to provide acceptable services, nor shall it preclude subsequent rejection by
- The services must comply with the agreed specifications and the applicable directives set out in the agreement. Defects notified by Eskom shall be remedied by the *Contractor* upon demand by Eskom without undue delay and at no extra cost. The *Contractor* shall continuously monitor and identify non-conformances, relating to the scope of work, as signals of opportunities for improvement making process and other relevant changes to prevent recurrence
- The *Contractor* / Consultant shall further identify potential problems before they occur by identifying deviations in patterns or trends in service or process performance.
- Nothing contained in the Contract shall relieve in any way the *Contractor* / Consultant from the obligation of Quality control thereof.
- The *Contractor* / Consultant guarantees that the quantity, Quality and outward appearance of the delivered services will comply with the requirements of the contract and/or relevant specifications.
- The *Contractor* / Consultant shall prove its ability, on request, to relate to the proposed scope of work which establishes the manner in which the *Contractor* / Consultant intends to perform the Contract.
- The *Contractor* / Consultant shall, on request, prove its organisational, logistics and support resources to ensure the requirements of the contract can be achieved.

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

4. Procurement

4.1 People

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

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

The Contractor shall ensure that the people that are in employment at the time they take over the contract, are taken over in line with s197 of the Labour Relations Act as per the Constitutional Court ruling. This is applicable to cleaning and gardening staff.

4.1.1 Minimum requirements of people employed

- All of the *Contractor's* staff must be able to communicate in English.
- All of the *Contractor's* staff must have the necessary qualifications to execute the designated functions
- All of the *Contractor's* staff who are not South African citizens, must have valid work permits.

4.1.2 BBBEE and preferencing scheme

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

4.2 Subcontracting

4.2.1 Preferred subcontractors

B-BBEE Level 1 suppliers (Black People with Disabilities owned – BPwD, Black Youth Owned – BYO, Black Women Owned – BWO, Black People Living in Rural or underdeveloped areas).

4.2.2 Subcontract documentation, and assessment of subcontract tenders

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

4.2.3 Limitations on subcontracting

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

4.2.4 Attendance on subcontractors

This is the sole responsibility of the *Contractor*.

4.3 Plant and Materials

1.3.1 Specifications

N/A

4.3.2 Correction of defects

N/A

4.3.3 Contractor's procurement of Plant and Materials

N/A

4.3.4 Tests and inspections before delivery

N/A

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

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

5. Working on the Affected Property

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

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

5.1.1 Roads and Vehicles

- All vehicles used on site, by the *Contractor* will be compliant with Eskom Standards.
- All road signs and traffic laws / regulations on site will be adhered to. Employees of the *Contractor* failing to comply will be removed from site and denied any further access.
- Drivers of vehicles in the Eskom Property will be required to obtain an Eskom Driver Permit.

5.1.2 Security

- The *Contractor's* staff will be subject to all security measures, rules and regulations of the Eskom Security Services
- Vehicles and staff agree and accept the searching of all staff, bags, briefcases and vehicles.

5.1.3 Access to and Departure from the Site

- Access to all sites will be via the main security gate. The *Employer* informs the *Contractor* of the access procedures, and it should be expected that such procedures may change depending on the prevailing security situation.
- The *Employer* reserves the right for its Security personnel to search persons or vehicles entering or leaving the premises. This includes, but is not limited to staff, briefcases, bags and toolboxes.
- All persons entering Eskom sites are subjected to alcohol testing.

5.1.4 Temporary Gate Permits

- The *Contractor* provides the *Employer* with the personal details of their staff at least two weeks prior to the contract start date. All names and details to be submitted to the *Employer* who arranges for all gate permits.
- If an employee is no longer in the employ of the *Contractor*, the *Contractor* shall notify the *Employer* in advance, and replacements communicated to the *Employer* as well, whereby they will have to attend induction as well.
- The *Contractor* ensures that all equipment and materials brought through the security gate is signed in at the main security gate on the approved Eskom security form.

5.1.5 Removal

- The *Contractor* is not allowed to remove any equipment or materials from site without producing the relevant Eskom security forms and the equipment lists.
 - If the equipment or material is to be removed the same day, on which they were brought on to site, then the security form will need to be produced at the gate when leaving the site.
 - The removal of any item at a later stage of the contract will require a security form with the necessary approval and responsible manager's signature.
 - If the equipment or material is removed after this time then a Non-Returnable Gate Release will be provided by the *Employer's Representative*, on receipt of the original security form, with which the *Contractor* brought the equipment on site.

5.2 People restrictions, hours of work, conduct and records

- The *Contractor* is responsible for the provision of transportation for all personnel to site, from site and on Site.
- The *Contractor* is responsible for the provision of meals of his own personnel, and the cost thereof.
- The *Contractor* is responsible for the training and development of his staff whilst employed by the Employer.
- The *Contractor* keeps records of his people working on the Affected Property, including those of his Subcontractors and the *Service Manager* shall have access to these records at any time.

5.3 Health and safety facilities on the Affected Property

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

5.4 Environmental controls, fauna & flora

5.4.1 Protection of Flora

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

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

5.4.2 Protection of the Fauna

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

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

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

No domestic pets or livestock are permitted on site.

5.5 Cooperating with and obtaining acceptance of Others

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

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

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

5.6 Records of *Contractor's* Equipment

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

- Any electrical equipment or appliances used by the *Contractor* must comply with all relevant safety regulations and requirements and be maintained in safe and proper working condition.
- The *Employer* has the right to stop the *Contractor's* use of any electrical equipment or appliance, which in the *Employer's* opinion does not conform to the foregoing.

5.7 Equipment provided by the *Employer*

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

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

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

5.8.1.1 Water and Electricity usage

- Water and Electricity will be supplied by the *Employer* and must be used in accordance with the Eskom Environmental objectives.
- The *Employer* will provide a central waste disposal area.
- The *Employer* will provide ablution facilities for use by the *Contractor's* employees on site.

5.8.1.2 Offices, Workshops and Stores

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

5.8.2 Provided by the *Contractor*

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

5.9 Control of noise, dust, water and waste

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

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

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

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

Littering shall be avoided.

(a) Domestic waste

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

(b) Organic waste

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

(c) Used oil and grease

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

(d) Hazardous waste

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

5.10 Hook ups to existing works

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

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

5.11 Tests and inspections

- Inspection sheets to be displayed at the required work areas.

- Supervisor to do inspections as per check list, and sign off as verified,
- All check lists and Supervisor reports are to be submitted to the *Service Manager* timeously.

5.11.1 Description of tests and inspections

Refer to **Employer's requirements for the service** above

5.11.2 Materials facilities and samples for tests and inspections

N/A