



## NEC3 Term Service Contract (TSC3)

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

**and [Insert at award stage]**  
**(Reg No. \_\_\_\_\_ )**

**for Provision of Non-Technical Facilities Management**  
**Services to Eskom Real Estate (ERE) Eskom**  
**Academy of Learning**

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**Tender No. E1368MWP**

## PART C1: AGREEMENTS & CONTRACT DATA

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Contents:	No of pages
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[to be inserted from Returnable Documents at award stage]	
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[to be inserted from Returnable Documents at award stage]	
<b>C1.3 Proforma Guarantees</b>	<b>[•]</b>

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## 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:

### Provision of Technical Facilities Management Services to Eskom Real Estate (ERE) Eskom Academy of Learning

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

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

Options A or C	The offered total of the Prices exclusive of VAT is	R [•]
Option E	The first forecast of the total Defined Cost plus the Fee exclusive of VAT is	R [•]
	Sub total	R [•]
	Value Added Tax @ 15% is	R [•]
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	R [•]
	(in words) [•]	

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:

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

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

\_\_\_\_\_  
(Insert name and address of organisation)

Name &  
signature of  
witness

Date

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

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

Note:

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

No.	Subject	Details
1	N/A	

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)

(Insert name and address of organisation)

Name &  
signature  
of witness

Date

## C1.2 TSC3 Contract Data

### Part one - Data provided by the *Employer*

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		<b>A: Priced contract with price list</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	
		<b>X1: Price adjustment for inflation</b>
		<b>X2: Changes in the law</b>
		<b>X17: Low service damages</b>
		<b>X18: Limitation of liability</b>
		<b>X19: Task Order</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract April 2013 <sup>2</sup> (TSC3)	
10.1	The <i>Employer</i> is (name):	<b>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</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>011 800 800</b>
10.1	The <i>Service Manager</i> is (name):	
	Address	<b>100 Dale Road, Glan Austin, Midrand</b>
	Tel	
	e-mail	
11.2(2)	The Affected Property is	<b>Eskom Academy of Learning</b>
11.2(13)	The <i>service</i> is	<b>Provision of Technical Facilities Management Services to Eskom Real Estate (ERE) Eskom Academy of Learning</b>
11.2(14)	The following matters will be included in	

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 [www.ecs.co.za](http://www.ecs.co.za)

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

		of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	<b>Compensation events</b>	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	<b>Use of Equipment Plant and Materials</b>	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	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	1. None
9	<b>Termination</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	<b>Data for main Option clause</b>	
A	<b>Priced contract with price list</b>	
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	2 weeks.
11	<b>Data for Option W1</b>	
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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). 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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.



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

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

## **Z1 Cession delegation and assignment**

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

## **Z2 Joint ventures**

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

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

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

## **Z4 Confidentiality**

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

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

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

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

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

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

**Z5 Waiver and estoppel: Add to core clause 12.3:**

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

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

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

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

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

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

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

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

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

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

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## **Z8        Notifying compensation events**

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

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

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## **Z9        Employer's limitation of liability**

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

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

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

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

## **Z11       Ethics**

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

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

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

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

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

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

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

- Action** to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
- Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
- Prohibited Action** means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.
- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.
- Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

## Z12 Insurance

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

#### Insurance cover 83

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

**INSURANCE TABLE A**

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

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

**Z 12.2 Replace core clause 86 with the following:**

**Insurance by the Employer**

86

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

**INSURANCE TABLE B**

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

## **Z13 Nuclear Liability**

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

## **Z14 Asbestos**

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

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

**SANAS** means the South African National Accreditation System.

**TWA** means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

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

## C1.2 Contract Data



## Part two - Data provided by the Contractor

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

## PART 2: PRICING DATA

TSC3 Option A

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

## C2.1 Pricing assumptions: Option A

### How work is priced and assessed for payment

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

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

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

### Function of the Price List

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

### Link to the *Contractor's* plan

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

### Preparing the *price list*

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

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

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

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

### **Format of the *price list***

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

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

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

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

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

## C2.2 the *price list*

Refer to the Bill of Quantities Attached.

The total of the Prices

## PART 3: SCOPE OF WORK

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

# Contents

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1      Description of the *service*           vi

2      Management strategy and start up.       xlix

3      Health and safety, the environment and quality assurance       li

4      Procurement   li

5      Working on the Affected Property       lii

6      List of drawings liv

7      Annexures

# **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 Facilities Management (Non-technical) Services to Eskom Real Estate (ERE) at Eskom Academy of Learning located at Dale Road, Midrand. The Eskom Academy of Learning building size is approximately 83 400 m<sup>2</sup>.

## **1.2 Employer's requirements for the service**

The scope includes (but not limited to) the provision of the following facilities management services:

- Cleaning Services
- Hygiene, Deep cleaning and Supply of Consumables
- Pest Control
- Horticulture
- Waste Management
- Dam maintenance

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

## **1.3 Detailed description of the service**

### **1.3.1 Cleaning Services**

The *Contractor* shall provide cleaning services on a continuous basis, and in exceptional circumstances as requested by the Employer on an adhoc basis, which include, but not limited to the following areas:

- Reception Areas
- Offices Areas
- Toilets
- Kitchens
- Boardrooms
- Dining Areas
- Canteen Areas
- Conference Centres
- Venues and Syndicates
- Auditoriums
- Training Centres
- Storerooms
- Garages
- Accommodation Blocks (605 accommodation rooms)
- Medical Centre
- Gym

#### **1.3.1.1 Areas to be cleaned daily**

**Eskom Academy of Learning Buildings**



Location	Building m2
Security Offices	500
Isithupa Office Park	1 503
LDC (including 59 Accommodation rooms)	5 767
Finesse/Kriel Offices	4 143
Main Building, Sumulator, Unmgeni Kitchen and Dinning	24 490
Colenso building	4 541
Trade center	70
Hi-Bay	2 710
Workshop Pod 1 - 4 Building	20 701
Lapa	711
Boma	159
Sewer office	59
Waste area (Farm house)	57
All accommodation blocks including their conference rooms / TV rooms and laundry areas	17 989
<b>Total</b>	<b>83 400</b>

**Details of types of areas per building:**

**Security Building**

Reception	1
Offices	4
Toilets	3
Kitchen	1
Store rooms and Garage	2
Passages	

**Leadership Development centre (LDC)**

Reception area	1
Auditorium - 47-seater	1
Syndicates (Small boardroom)	4
Venues (Boardrooms)	8
Tea serving stations	2
Tea kitchen	1
Offices	9
Kitchen – Cooking and Dining area	1
Accommodation rooms	59
Squash court	1
Gym	1
Passages	10
Toilets	75
Showers	48
Baths	13
Basins	1
Store rooms	3
Verandas/courtyards	2

Note: More to add per building

### **1.3.1.2 Cleaning tasks**

#### **1.3.1.2.1 Toilets**

*(N.B. Toilets are a critical aspect of this contract; therefore, special attention needs to be taken in the care thereof.)*

- All toilets to be kept clean, disinfected three time a day.
- Floors and walls to be cleaned with a fungicide solution.
- Basins, Urinals and Bowls and Fittings to be cleaned and disinfected.
- Inspection intervals every two hours and recorded.
- Defects to be attended to immediately.
- All dispensers to be kept filled up at all times.
- Toilet paper to be available at all times.
- All frequent touch points be disinfected regularly (Every two hours)
- All cleaning and maintaining of toilets shall be carried out daily.

#### **1.3.1.2.2 Offices**

- Clean and disinfect all touch points frequently
  - Shared offices
  - Printer rooms
  - Staircases
- Clean desks, tables, chairs, cupboards, etc. (Daily)
- Flooring cleaning (all types of flooring) (Daily)
- Wipe dirty walls as they become spilled
- Spot clean and empty bins - (Every two hours)

#### **1.3.1.2.3 All common outside areas and parking**

- Pick up and dispose of all litter.
- Empty all waste receptacles.
- Drains to be kept clean and clear of debris.
- Degrease oil spots.
- Dust and wipe exposed pipe-work with damp cloth.
- All cleaning and maintaining of these areas shall be carried out in accordance with SABS Standards (SABS0180)

#### **1.3.1.2.4 Window cleaning and high-rise cleaning**

- External and internal windows require daily cleaning, including window seals within body reach.
- Contractor to provide high window cleaning services up to 10m height on as and when required basis with the support Cherry picker (certificate for working at height and high-rise cleaning is required)

#### **1.3.1.2.5 Specialized/high rise cleaning**

##### Overhead ceiling

- Cover floors, furniture, and equipment with protective sheets.
- Remove loose items, such as ceiling tiles and light fixtures.
- Dust and vacuum the ceiling using a dusting pole or aerial lift. Vacuum the ceiling using a vacuum cleaner.
- Clean Ceiling tiles using a mild detergent and water then rinse and dry the tiles to prevent water spots.
- Clean Light Fixtures and Air Vents using a soft-bristled brush and mild detergent. Rinse and dry the fixtures and vents to prevent water spots.

- High-Level Cleaning areas, such as Foyer area and exhibition. Use a ladder or aerial lift (if necessary).
- Inspect the ceiling to ensure all areas are clean and dust-free.
- Verify that all light fixtures and air vents are functioning properly and report if necessary.

#### Air conditioner blue pipes

- Clean the Pipes using a combination of compressed air, brushes, and vacuum cleaning to remove dirt, dust, and debris from the pipes.
- Use a pipe cleaning solution (if necessary). The exact timeline will depend on the length and complexity of the pipes, as well as the level of cleaning required.

#### Air vents

- Remove vent covers to access the air vents.
- Use a combination of compressed air, brushes, and vacuum cleaning to remove dirt, dust, and debris from the air vents. Reinstall vent covers to ensure proper airflow and ventilation

#### **1.3.1.2.6 Perspex screens (Covid-19 protection) ??? to quantify the areas and numbers**

- Clean with care, Remove loose debris from the Perspex glasses.
- Only use fresh water, product friendly detergent & disinfectant and apply with colour coded microfiber cloths.
- Use a mild detergent and water to clean the Perspex glasses.
- Rinse the Perspex glasses with clean water and dry with a lint-free cloth.

#### **1.3.1.2.7 Outside ledges/parapets**

- Pick up and dispose of all litter.
- Wash to remove bird droppings and disinfect.
- Safe working procedures to be adhered to (equipment to be provided by contractors).

#### **1.3.1.2.8 Floors**

- All floors to be kept clean and maintained according to different floor finishes in a correct and acceptable manner as not to damage the floors.
- Pick up and dispose of all litter continuously during the day.
- All cleaning and maintaining of these areas shall be carried out in accordance with SABS Standards (SABS0180).
- All polish used to be of non-slip type.
- Marm oleum to be cleaned and spray buffed daily, using a slow speed single disc buff machine.

#### **1.3.1.2.9 Carpets**

- Must be vacuumed every morning
- Spot clean as and when necessary.

#### **1.3.1.2.10 Waste disposal**

- Empty and sanitize bins.
- Remove rubbish to designated waste area on site with suitable vehicle/transport
- Trolleys to be cleaned and kept in the contractor store room.

#### **1.3.1.2.11 Locked offices**

- All closed offices to be cleaned on request.

#### **1.3.1.2.12 Spot cleaning**

- Check all Change rooms (**Four times a day**) and replenish toilet paper, liquid hand soap, toilet wipes and hand paper towels. (Daily check list)
- Toilet bowls and hand wash basins to be spot cleaned (**Four times as per schedule**) (Daily check list)
- Reception area to be properly cleaned (Furniture, floor, and counter) – **Twice a day** (Daily check list)
- Emergency exits – to be cleaned daily. Areas are to be kept free from obstacles –**Twice a day** (Daily check list)

#### **1.3.1.2.13 Office kitchens/Pause areas**

- All containers (Tea, Coffee, sugar and Milk) are to be kept filled with ingredients. **3 x times daily**. Ingredients to be provided by Eskom
- Collect food and beverages from canteen and deliver to boardrooms/meetings/courses to assist disabled delegates or office residents. **As required. No food allowed to the board rooms as per Eskom compliance standard.**
- Wash Eskom crockery and glassware, dishes during the day and after lunches and clean and tidy the kitchen. (Kitchens to be tidied at all times)
- Responsible for ingredients and crockery issued to them.
- Ingredients to be placed in locked areas after hours.
- Kitchens and equipment to be kept clean and neat **at all times** - (Daily check list - morning and afternoon)
- Kitchen cupboards to be emptied and properly cleaned/washed and tidied (**once a week**).
- Fridges to be wiped (**daily**) properly cleaned with disinfectant (**weekly**) and defrosted (**once a month**).
- Microwave ovens to be properly cleaned (**daily**).
- All wash cloths and towels to be kept clean and hygienic at all times (**daily**)
- Bins – empty bins regularly (**3 to 4 times a day**) and replace refuse bags (**As needed**)

#### **1.3.1.2.14 Entrances**

- Tiles and stairs to be swept and washed on a daily basis (Register – Supervisor)
- Areas to be spot checked and tidied – **3 times per day** (Mondays to Fridays)
- Main entrance windows and doors to be washed **daily**, up to reaching height – (**early Morning**)

#### **1.3.1.2.15 Extraction cleaning services**

Extraction cleaning services required (Quarterly):

- Kitchen
- Canteen kiosk
- Executive kitchen
- Serving points

***The Kitchen Quality Manager to be appointed to carry out the following:***

***Canteen monthly audits on Food safety and hygiene standards***

***Provide an independent assessment report with an ISO accredited & certified Lab that covers the following HACCP ISO22000 requirements:***

***Eskom reserves the right to confirm the appointed independent lab utilized.***

- Assessment score in percentages and actioned non-conformances of previous audit
- Performance summary categories
- Cleanliness and sanitation of equipment and building structure
- Scullery/washing areas

- Staff restrooms /toilets
- Refuse area
- Dry storage facility (stores)
- Cold storage facilities
- Walk in refrigerated storage
- Walk in freezers
- Facilities maintenance
- Main preparation tables and surfaces
- Maintenance of good food handling practice and manufacturing
- Pest control
- Hand wash commodities
- Personal hygiene
- Training programme
- General food handling practices
- Temperature control
- Kitchen equipment storage
- Temperature monitoring and records
- Occupational health and safety elements
- Food safety and hygiene audit microbiological test report from an independent registered contractor
- Staff change rooms
- Description of the goods or service needed
- May also be used to expand and explain on the quality of the product or service required.

#### **1.3.1.2.16 Incidental cleaning**

- All accidental and unforeseen occurrences to be attended immediately.
- Availability to clean for functions and special occupations on request by the Employer

#### **1.3.1.2.17 Cleaning chemicals**

- SABS approved and environment friendly chemicals.
- Chemical Material Safety Data Sheets and SABS certificates to be submitted for all chemicals used by the contractor.
- Approved dilution ratio's to be adhered to.
- Chemicals to be approved & verified by ERE representative before use.
- Any change of chemicals must be communicated to ERE representative and approved before use.
- Use chemicals with unobtrusive and pleasant fragrance

#### **1.3.1.2.18 Toilet tissue paper double ply**

- SABS approved, minimum 20 gram, white 350 sheets per 2ply roll.
- 8400 rolls per month estimated at full operating capacity.
- Supplied and replenished by Contractor.

#### **1.3.1.3 Types of cleaning work to be expected**

##### **1.3.1.3.1 General surfaces requiring cleaning and disinfection**

- Vinyl floors
- Marm oleum
- Stone Floors
- Ceramic tile floors
- Concrete floors
- Granite floors
- Polyurethane flooring
- Telephones

- Glass windows and doors
- Office bins
- Lifts and Lobbies
- Escalators and landings
- Entrance Mat Wells (vacuum)
- Picture frames and glass
- Furniture
- Light switches
- Carpets and Rugs (vacuum)
- Door handles
- Tables and Chairs
- Perspex screens at reception, kitchens serving point, etc.
- Painted and tiled walls
- Door louvres
- Stair's handrails

#### **1.3.1.3.2 Fire escapes**

- Hand rails
- Landings, treads and rises
- Doors

#### **1.3.1.3.3 Tea and coffee areas**

- Glass doors and windows
- Aluminum railing
- Chrome piping door handles
- Tiled walls
- Stainless Steel Sinks and Taps
- Perspex glasses
- Counters and cupboards

#### **1.3.1.3.4 Toilets**

- Dustbins
- Toilet bowls
- Basins
- Urinals
- Mirrors
- Fittings
- Tiled walls and floors
- Doors and partitions

#### **1.3.1.3.5 Showers and change rooms**

- Metal and Wooden Lockers
- Shower cubicle
- Tap, shower hoses and shower heads
- Tiled Shower Floors and walls

#### **1.3.1.3.6 Conference rooms/auditorium**

- Tables and chairs
- White boards
- Couches
- Door and door handles
- Windows
- Fire extinguishers

### **1.3.2 Hospitality/Accommodation cleaning services**

- Eskom Academy of Learning has 605 accommodation rooms
- Deliver excellent customer service, at all times
- Maintain high standards of hygiene, cleanliness and presentation in all front and back-of-house areas
- Clean all Bedrooms, Venues, Tea rooms, Showers/Bathrooms, Toilets, Foyers and corridors.
- Create and work in accordance to daily room occupancy lists
- Maintain the stock levels of cleaning equipment, utensils and consumables.
- Report any maintenance issues immediately to site supervisor, including all furniture, fittings and equipment
- Complete all periodical tasks, such as flipping mattresses, cleaning curtains and dusting lamp shades
- Store all soiled and clean laundry in the allocated store room and complete the required documentation
- Fulfil all reasonable requests from guests, to ensure their comfort, satisfaction and safety
- Report any security issues to site supervisor
- Maintain personal knowledge by completing in-house training and work instructions.
- Always adhere to all Eskom company policies and procedures and licensing laws
- Be involved and contribute at team meetings
- Carry out instructions and safety requirements given by the management team.

#### **1.3.2.1 Main responsibilities**

##### **1.3.2.1.1 Daily cleaning**

- Wipe and polish the reception area
- Vacuum all carpets and upholstery
- Dust and/or polish all chairs, tables and all surfaces
- Polish all brass, including wooden rail, and skirting
- Dust and clean picture frames and glasses
- Clean the mirrors
- Use SABS approved cleaning chemicals
- Disinfect all frequent touch points (three times a day) where applicable
- Contractor to provide and use Bio-spill kits where required
- Only appropriate disinfectant surface cleaners to be used
- Only 70% alcohol hand sanitizers to be used for refill at hand sanitizing dispensing points
- Rooms to be cleaned and prepared in accordance to hotel standards

##### **1.3.2.1.2 Porter service** Welcomes and escort clients to reception for check-in

Helps with carrying of client's luggage

Helps clients with directions around the building and escorts them to their respective rooms and inducts them and familiarise them with room surroundings (aircon, light switches etc)

Helps the client with room checklist

##### **1.3.2.1.3 Reception services (on request)**

- Accommodation Reservations (check-in and outs)
- Daily pit checks and correct tariffs
- Ushering and directing customers to respective venues

##### **1.3.2.1.4 Linen Stores services**

- Receive and issuing of daily stock

- Stock taking
- Balancing of daily stock
- Monthly stock report

**1.3.2.1.5 Laundry services**

- Collect and replenish guest Laundry
- Collect and replenish student Laundry

**1.3.2.1.6 Door Lock services**

- Emergency door lock programming
- Changing door lock batteries
- Fixing of any minor door lock defects

**1.3.2.1.7 Training**

- Proof of training of staff for chemical handling and the use thereof.
- Proof of training of staff for general cleaning and specialized cleaning (i.e. Toilets etc.)
- Proof of Training and Observation Records.
- Proof of Safety training
- Proof of Accredited training service provider
- Proof of Competency of Staff Trained.

**1.3.2.1.8 Types, number of vehicles to be cleaned**

Type of vehicle	No.
Sedan	5
Bakkie	12
Mini Bus (10/14-Seater)	4
Truck - 4 ton	1

- The type and number of the vehicles may increase or decrease during the contract period.
- **Weekly** washing frequency
- **Quarterly** valet frequency

**1.3.2.1.9 Full valet cleaning**

- Interior/upholstery deep cleaning
- Stains & Oduor removal

**1.3.2.1.10 Interior cleaning enhancement & protection of dash board & panels**



- **Covers and trimmings**
- **Vinyl & Leather**

#### **1.3.2.1.11 Exterior pressure wash**

- Full exterior wash and dry
- Exterior & Door Jambs
- Tar spots removal
- Wheel & Arch Clean
- Tyre and trim cleaning Dressing
- Engine & Hood Wash
- In and out windows and glass cleaning
- Headlights, taillights and exterior trim

#### **1.3.2.1.12 The provision of extra personnel to assist with venue monitoring services (On request)**

- Preparation of venues as per the client's request (specifications)
- Assisting with AV equipment
- Replenishing serving stations and conference rooms
- Safe guarding of equipment
- Reporting of defects to maintenance

#### **1.3.2.1.13 Toolbox talks**

- Supervisors to conduct weekly toolbox sessions with tear teams
- Encourage active participation by employees and emphasize the importance of SHEQ
- Summary of Safety topics covered must be filed and aligned to Safety plan.

**NB: Covid-19 training/induction must be provided to all employees regarding the following;**

- The virus, how it spreads, its symptoms and the its life span on the surface.
- The required sanitization, disinfection and social distancing procedures for both workers and visitors.
- The effective use of PPE and which one specifically
- Contactless operations
- All risk mitigating procedures e.g. Shift staggering, rotation of duties, social distancing procedures, locker, canteen and other common areas to minimize the risk exposure.

#### **1.3.2.1.14 Inspection checklist**

- Inspection sheets to be displayed in predetermined areas (toilets).
- Supervisor to do inspections as per check list, and sign off.
- All check lists and Supervisor reports to be submitted each Monday for discussion and actions.

#### **1.3.2.1.15 Uniforms**

- All staff to be issued with minimum uniform as follows:

Items	Sets per year to issue per worker
Appropriate uniform, contractor name branded	2
Safety boots (SABS approved)	1
Socks	1
Jersey, contractor name branded	1
Winter Jacket, contractor name branded	1

- All employees shall be neatly attired clearly identified.

#### 1.3.2.1.16 Covid-19 PPE

- Wearing of face mask (three layered) is compulsory at all times, have a spare mask readily available.
- Use face shields for interactions with visitors to avoid infections.
- Wear disposable boiler suits should be worn for all specialized cleaning or clearing
- Disposable gloves should at all time and be disposed in hazardous bin after each use.
- Disposable PPE to be replaced as and when required and dispose in hazardous bins provided.
- Contractor shall provide Covid-19 PPE to their employees.

Only 70% alcohol hand sanitizers to be used for refill at hand sanitizing dispensing points

#### 1.3.2.1.17 Customer survey

Customer surveys to be done by *Contractor* every month with full feedback report, to enable Eskom to evaluate Service quality, Consumption report and Client Satisfaction. Minute meetings must be held monthly with the Contract Manager to evaluate report and formulate action plans.

**Performance and quality of service will be evaluated on a monthly basis; penalty will apply for poor service as per agreed expectations.**

#### 1.3.2.1.18 Working time

- Core working times is 7:30am to 16:00 Monday - Friday and as and when required by the Employer.
- Night shift work is required at the Main kitchen from 20:00 to 05:00am, Monday – Friday and as and when required by the Employer.
- Weekend and Public Holidays (Overtime) working will be required from 7:30 – 14:00 to clean the entire Security building and few toilets at the Main building. No. of cleaners will be approved by ERE, Max Three cleaners.

#### 1.3.2.1.19 Manpower, Cleaning Consumable & Cleaning Equipment Estimation

***The below quantities are a minimum requirement and the Contractor as a specialist need to allow for sufficient Manpower, Consumables and cleaning equipment to execute the works.***

***The below quantities are estimated requirements for fair price comparison purposes and will not be relevant, as actual occupancy and consumption level will prescribe the required staffing level and quantities for consumables, chemicals and equipment.***

## Manpower

Staff	Number
Operational Manager	1
Cleaners – day shift (to take into account the industry norm and future of work standards)	135
Cleaners – night shift (to take into account the industry norm and future of work standards)	12
Supervisor – day shift	7
Supervisor – night shift	1
Team Leader – day shift	6
Team Leader – night shift	2
Driver (to cover the driver under waste)	1
Waiters (on an as and when required basis)	26
Scullery cleaners (on an as and when required basis)	5
Trek span (to convert to a service)	6
Porters (on an as and when required basis)	6
Linen store personnel	1
Accommodation Blocks doorman (Handy-Man)	2

## Cleaning Consumable List per Month

### General Cleaning Material

Consumables	Unit of measure	Qty
Furniture polish cans	750ml	60
Toilet cistern	Liter	75
Handy Andy - Ammodet / Germ guard	Liter	50
All-purpose cleaner	Liter	100
Green gloves	Liter	60
Yellow gloves	Liter	100
Polyspray / Elf spray (Floor polish after stripping)	Liter	10
Antiwx	Liter	50
Clear Bags – packet of 40 bags	No.	40

### General Cleaning Equipment List

Equipment description	Qty
Fully equipped Janitorial/Multifunctional Trolley (including mopping trolley, mop, caution sign, etc.	50

1 kW Industrial vacuum cleaner	40
Buff machine	2
Window cleaning toolkit (extender)	2
Strip and seal machine	2
Quick & dry carpet cleaning machine	1

**NB: Cost of equipment to take into account life span of the different equipment**

#### **Cleaning Material for Kitchen**

<b>Consumables</b>	<b>Qty</b>
Extradet oven ease (5ltr)	10
Xtr005 extradat -5lt	22
Pip surface 5lt	14
Pip resul result 5lt	6
Towel combo jumbo roll	12
Abrasive pads green	5
Abrasive pads blue	20
Workhose cloth blue	10
Workhose cloth red	10
Tidy cloth blue	1
Spunlance jumbo roll red	1
Impitowel 1 x ply	6

### 1.3.3 Hygiene, Deep Cleaning and Supplying of Consumables

#### 1.3.3.1 Hygiene services

- The scope includes refilling and servicing of all hygiene equipment listed below.
- The Employer will supply all hygiene equipment.
- The *contractor* shall service and replenish all hygiene equipment at all times.

***NB: There are 400 wall mounted hand dispensers to be serviced and refill on a weekly basis, around the complex.***

***Sanitizer will be provided by Eskom.***

#### 1.3.3.2 Estimated monthly Hygiene service quantities

Location	Building m2	Toilet paper (TR3)	Seat sanitizer	Hand Towel	SHE packets	SHE Bins	Hand Soap	Air Freshener	Urinal Drip	Wall bins	Hand sanitizer
Security Offices	500	3	3	4	2	2	4	2	1	4	8
Isithupa Office Park	1,503	22	22	27	16	16	25	21	8	27	18
LDC	5,767	19	19	16	11	11	19	30	11	16	39
Finesse/Kriel Offices	4,143	34	34	32	23	23	31	22	23	33	41
Main Building, Sports Bar and Simulator	19,200	129	65	79	70	70	85	56	69	81	125
Colenso building	4,541	15	15	10	8	8	13	9	8	9	12
Trade center	70	2	2	2	1	1	2	2	1	2	4
Hi-Bay	2,710	7	7	3	5	5	4	2	4	3	6
Workshop Pod 1 - 4 Building	20,701	52	52	16	24	24	36	19	14	17	52
Lapa	711	0	0	0	0	0	0	0	0	0	0
Boma	159	9	9	4	5	5	4	4	1	4	0
Sewer office	59	2	2	2	1	1	2	2	1	2	2
Waste area (Farm house)	57	2	2	2	1	1	2	2	1	2	1
<b>Total</b>	<b>60,121</b>	<b>296</b>	<b>232</b>	<b>197</b>	<b>167</b>	<b>167</b>	<b>227</b>	<b>171</b>	<b>142</b>	<b>200</b>	<b>308</b>

#### EAL Hygiene service Estimated quantities (Dispensers)

Location	Building m2	Toilet paper (TR3)	Seat sanitizer	Hand Towel	SHE packets	SHE Bins	Hand Soap	Air Freshener	Urinal Drip	Wall bins	Hand sanitizer
Umgeni Kitchen and Dinning	5,290	30	9	10	10	10	12	13	11	10	10
All accommodation blocks including their conference rooms / TV rooms and laundry areas	17,989	122	122	130	330	330	119	119	63	104	82
<b>Total</b>	<b>23,279</b>	<b>152</b>	<b>131</b>	<b>140</b>	<b>340</b>	<b>340</b>	<b>131</b>	<b>132</b>	<b>74</b>	<b>114</b>	<b>92</b>

**NB: The contractor shall be expected to supply and install hygiene equipment (as and when required). Upon installation the equipment will become Eskom's property**

Line item	Product description
1	Aerosol dispensers
2	Seat Wipe Foam dispenser 1 liters
3	Urinal Drip dispenser
4	Automatic Hand Soap dispenser
5	Toilet Paper holder (TR3)
6	Automatic Hand Towel dispenser
7	Automatic Hand Sanitizer dispenser
8	SHE packets dispenser
9	Toilet brash
10	Disable toilet brash
11	Wall bin
12	Hand Towel dispenser Anti-theft lock
13	Hand Sanitizer dispenser Anti-theft lock
14	Toilet Paper holder Anti-theft lock
15	Aerosol dispensers' Anti-theft lock

#### 1.3.3.2.1 General requirements

The Occupational Hygiene Monitoring Services will be carried out in Park buildings.

All Occupational Hygiene surveys to be carried out in accordance with current measuring methodologies and all proposed methods to be confirmed with Eskom AIA prior to commencement with the surveys, also the survey program reflecting number of samples, exposure groups, methodology and time frames to be submitted for approval prior to commencement:

- Illumination
- Ergonomics
- Ventilation &
- Indoor Air Quality
- Noise
- And any other occupational hygiene survey deemed necessary as and when required

#### **1.3.3.2.2 Expected deliverables:**

On completion of a survey a comprehensive report should be submitted, the report to include but not limited to:

#### **1.3.3.2.3 Title page**

- Physical Address
- Date
- Title of monitoring
- Unique number and serial number of the report
- Surveyor name and Signature
- AIA Occupational Hygienist who verified the report

#### **1.3.3.2.4 Executive summary**

##### **1.3.3.2.4.1 Introduction**

- Purpose of Survey
- Health effects

##### **1.3.3.2.4.2 Process**

- Description of a process in the area measured
- Layout plans attached

##### **1.3.3.2.4.3 Method**

- Describe the methodology used include the legal aspect
- Add equipment used and serial numbers
- Measurement taken over time should include time measured
- Calibration information

##### **1.3.3.2.4.4 Results**

- Clear indication and description of results, include plans to indicate sampling position on plans
- Indication and clear description of the location where measurements or sampling was taken
- Indication of areas where problems occurred
- Inclusion of tables, photos, figures, histograms or other systems of displaying results

##### **1.3.3.2.4.5 Discussion/Remarks**

- Interpretation of results and effects

##### **1.3.3.2.4.6 Recommendations**

- Clear state technical controls versus legal controls only including diagrams of control measures and monitoring system
- Controls to be separated into elimination, engineering, administration and PPE
- Award responsibilities where applicable
- The next date for monitoring

### **1.3.3.3 Deep Cleaning Services (Twice a year or as required)**

Employer's requirement for the service includes:

#### **1.3.3.3.1 Toilets**

- Descale and remove algae, bacteria and uric encrustations from all areas
- Clean and disinfect both internal and external surfaces

#### **1.3.3.3.2 Urinals**

- Descale and remove algae, bacteria and uric encrustations from the unit of fitment
- Remove trap where possible and clean/disinfect and clear away all waste around and inside the trap
- Clean and disinfect both internal and external surfaces of the unit

#### **1.3.3.3.3 Hand Basins, Showers, Baths and Sinks**

- Remove all scale deposits and algae from surfaces
- Clean and disinfect both internal and external surfaces of the fitments
- Clear overflows and waste pipes of accumulated waste deposits
- Clear and disinfect all taps, plugs, chains, outlets, channels and gullies

#### **1.3.3.3.4 Storerooms and anywhere where there is oil spillage**

- Use oil kits to clean-up oil spillages and grease on floor surfaces

#### **1.3.3.3.5 Carpets**

- Complete deep cleaning of carpets

#### **1.3.3.3.6 Chairs, couches and upholstered office screens**

- Deep cleaning that is quick to dry and keep the same texture of the material

#### **1.3.3.3.7 Tiles**

- Descaling of tiles wall and floor

#### **1.3.3.3.8 Floor striping (on request only)**

- Complete floor striping all floor types
- Marm oleum to be striped and sealed (Twice a year)

#### **1.3.3.3.9 General**

- Clean and disinfect accessible surfaces of fixtures
- Where possible remove shower drains, traps on urinals and basins, gratings and other parts so the unit can be cleared thoroughly
- Wash all walls, partitions and floors surrounding the units
- High pressure cleans all units to flush deposits or growths through the plumbing and into the main line
- Issue a service certificate on completion of the work
- Report all defective plumbing and sanitary fitments

**NB: Deep cleaning to be done twice a year or as required**



### 1.3.3.3.10 Estimated quantities for Deep cleaning

Location	Building m2	Carpet floor %	Office chairs	Toilets	Basins	Urinals	Shower	Bath	Sink
Security Offices	500	50%	16	3	3	1	-		1
Sit-up Office Park	1 503	50%	150	3	3	1	-		1
LDC (including 59 Accommodation rooms)	5 767	60%	400				43	13	3
Finesse/Kriel Offices	4 143	70%	400						
Main Building, Simulator, Umgeni Kitchen and Dinning	24 490	40%	2 114						
Colenso building	4 541	2%	50						
Trade centre	70	20%	15						
Hi-Bay	2 710	1%	90						
Workshop Pod 1 - 4 Building	20 701	5%	400						
Lapa	711	0%	-						
Boma	159	0%	-						
Sewer office	59	0%	5						
Waste area (Farm house)	57	0%	-						
All accommodation blocks including their conference rooms / TV rooms and laundry areas	17 989	50%	700						
<b>Total</b>	<b>83 400</b>		<b>4 340</b>	<b>6</b>	<b>6</b>	<b>2</b>	<b>43</b>	<b>13</b>	<b>5</b>

1 Seater couches	140
2-Seater couches	

### **1.3.4 Pest Control Services**

#### **1.3.4.1 Areas**

<b>Eskom Academy of Learning Building Area</b>	<b>Approximately 83 400 m<sup>2</sup></b>
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#### **1.3.4.2 Mandatory requirements**

- Contractors to be registered as Pest Control Operators with the Department of Agriculture, Forestry and Fisheries of South Africa.
- Operator to provide valid certificate prior to any work commencing
- Must be an active member of South African Pest Control Association (SAPCA).
- PPE and outfits are to be appropriate to the task performed and clearly stated in Method statement and risk assessment provided prior to any treatment performed
- Pest Control to be in accordance with The Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act.
- Contractors to provide list of pesticides/insecticides that will be used, and to make sure that herbicides used are Environmentally Friendly.

#### **1.3.4.3 Employer's requirements for the service**

- Ground area to be inspected for rodent burrows.
- Supply, deliver and install fly traps where required on the outside of offices.
- Existing bait stations to be inspected for rodent activity.
- If activity is noted, bait to be replaced.
- Cleaning of bait stations on a monthly basis.
- Recording sticker to be attached and updated to every bait station every month that bait station was serviced.
- All offices, training rooms, workshops, storerooms, toilets etc. to be treated for cockroaches, ants, rodents etc.
- Dusting powder and gel bait stations to be used plus inset monitors if necessary.
- Safe and environmentally friendly removal of termites, snakes, birds, bees, wasps, rodents, wild cats, etc. on request.
- Birds control installations, on request.
- Safe snakes' inspections & removals to be performed by suitable qualified person in the borders of veld grass and normal grass – period/months to be specified
- Service report to be completed and signed off on site – original copy to be left on site

#### **1.3.4.4 General Requirements**

##### **1.3.4.4.1 Health, safety and the environment**

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 by the Contractor:

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 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.

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.

#### **1.3.4.4.2 Introduction**

The following general terms and conditions apply to any contract issued hereunder, except where the clauses are self-deleting because of monetary thresholds, or the clause prescriptions. Other provisions, including contract clauses, may be added to individual contract(s) by mutual agreement of Eskom Real Estate (ERE) and the Contractor.

#### **1.3.4.4.3 Covered pests**

The Contractor shall adequately suppress the following pests:

- Indoor populations of rodents, insects, including cockroaches and bed bugs, arachnids, and other arthropods.
- Outdoor populations of potentially indoor-infesting species that are within the property boundaries of the specified buildings.
- Nests of stinging insects within the property boundaries of the specified buildings.
- Individuals of all excluded pest populations that are incidental invaders inside the specified buildings, including winged termite swarmer's emerging indoors.
- Feral cats through utilization of cat traps, trapped cats to be euthanized accordingly in line with the Eskom Environmental Management requirements and provisions.

The Contractor shall notify ERE if it notices unusual levels of the following pests. Contractor is not responsible for their control unless ERE and Contractor agree in writing.

- Birds, bats, snakes, dogs and all other vertebrates other than commensal rodents.
- Termites and other wood-destroying organisms.
- Mosquitoes
- Pests that primarily feed on outdoor vegetation.

#### **1.3.4.4.4 Scope of work**

Eskom Real Estate (ERE) seeks a Contractor who will provide pest control services for each element listed under (covered pests above). Contractor must provide services in a manner that demonstrates sensitivity to the fact that most of ERE properties are work areas in nature and puts the needs of the employees as the foremost priority.

Contractor must follow IPM Pest Control Service Guidelines described, except where Contractor specifically identifies situations where it follows alternative Guidelines.

#### **1.3.4.4.5 Access to property**

ERE will grant the *Contractor* with the necessary access to its sites as required and they will be accompanied by an ERE employee.

#### **1.3.4.4.6 Categories of services**

Contractor shall perform the following tasks for all ERE buildings:

1. Initial Inspection: Conduct an initial inspection during the first month of the contract or when being assigned new properties. The initial inspection is for the contractor to evaluate the needs of the premises and to present findings to ERE. The following specific points should be addressed:
  - a. Identification of problem areas in and around the building;

- b. Discussions of effectiveness of previous efforts;
  - c. Contractor access and coordination to all necessary areas;
  - d. Establish locations for routine monitoring in common areas; and
  - e. Information for the contractor of any restrictions or special safety precautions.
2. Routine Inspection: Conduct regularly scheduled inspection services for pests, set out or collect monitoring traps, and treat buildings for pests as needed. Inspections should be monthly or, at least, quarterly.
  3. Emergency Inspection: Conduct inspections and necessary treatment in response to requests by ERE for corrective action. Emergency Inspections, when requested, are to be performed within eight (8) hours during normal working hours.
  4. Call-Back Service: Conduct follow-up inspection in response to resident or customer complaints. Routine call-back service shall be furnished within one (1) workday after receipt of notification by ERE. Call-back service required by ERE due to contractor negligence will be at no charge.
  5. Unit/Building Turnover Service: Conduct intensive inspection and necessary treatment as requested by ERE when units/buildings are prepared for occupancy. These units/buildings will typically be existing units/buildings changing residents. They may also be new units/building added to the scope of the contract.
  6. Special Service: Conduct inspection and pest control as agreed to by the Contractor and ERE for pests such as wood-boring insects, birds, and snakes not covered by routine inspections.

#### **1.3.4.4.7 Integrated Pest Management (IPM) Plan**

Contractor shall submit with its proposal the IPM Plan. If aspects of the IPM Plan are incomplete or unacceptable, the contractor will have five (5) days to submit a revision after notification. The Contractor shall be responsible for carrying out work according to the approved IPM Plan.

At a minimum, the IPM Plan shall consist of the following:

1. Materials and Equipment for Service: The contractor shall provide current labels and Material Safety Data Sheets (MSDS) of pesticides to be used and brand names of pesticides application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest surveillance and detection equipment, and any other pest IPM devices or equipment.
2. Method for Monitoring and Surveillance: The contractor shall describe methods and procedures to be used for identifying sites of pest harbourage and access, and for making objective assessment of pest population levels throughout the term of the contract. This information must include general locations of common area monitoring traps and responsibilities for routinely checking the traps.
3. Service Schedule for Each Building or Site: The Contractor shall provide complete service schedules that include specific day(s) of the week of Contractor visits, and approximate duration of each visit. Contractor's proposal shall assume a monthly treatment per property. If more or less frequent visits may be needed based on inspections and trap results, Contractor shall explain the basis for adjusting the service schedule. Except as otherwise agreed, all work at properties under this contract shall be performed between the hours agreed between the client and the contractor, and shall not interfere with daily Eskom operations.
4. Description of any Structural or Operational Changes That Would Facilitate the Pest Control Effort: The Contractor shall describe site-specific solutions for observed sources of pest food, water, harbourage, and access.
5. Commercial Pesticide Applicator Certificates or Licenses: The Contractor shall identify the personnel providing pest control, including the pest management supervisor. Contractor shall provide photocopies of government-issued Commercial Pesticide Applicator Certificates or Licenses for every contractor employee who will be performing on-site service under this contract.

#### **1.3.4.4.8 Updates to IPM Plan**

Contractor shall receive the concurrence of ERE prior to implementing any subsequent changes to the approved IPM Plan, including additional or replacement pesticides and on-site service personnel. Contractor shall provide licenses for every contractor employee who will be performing on-site services before the employee begins work on ERE's property. Any substitutions, additions, or replacement of personnel from those cited in the contractor's original proposal must be submitted to ERE for approval.

#### **1.3.4.4.9 Contractor personnel**

Contractor shall provide qualified, professional pest management personnel who:

1. Understand current practices in this field and have experience providing pest control services in a corporate and residential environment.
2. Conduct themselves in a professional and workmanlike manner, with minimal noise and disruption.
3. Cooperate with the building occupants to assure the progress of this work.
4. Maintain certification as Commercial Pesticide Applicators in the category of residential and institutional pest control services.
5. While working at ERE-owned or leased properties, shall wear distinctive uniform clothing that has the contractor's name easily identifiable, affixed in a permanent or semi-permanent manner.
6. Use additional personal protective equipment required for safe performance of work as determined and provided by the contractor that, at a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for products being used.
7. Use only contractor vehicles identified in accordance with state and local regulations.
8. Observes all safety precautions throughout the performance of this contract. Certain areas within some buildings may require special instructions for persons entering these areas.
9. Will comply with all Eskom regulations as are applicable during the time spent on any Eskom property.
10. Obtain building passes, if needed, as supplied by Eskom or appropriate building manager.

#### **1.3.4.4.10 Minimum standards of performance**

The contractor's performance will be evaluated in accordance with the approved IPM Plan. If pests appear between scheduled treatment, the contractor may be called back to treat the room(s), or building where the problem occurred.

If the contractor fails to arrive at the area of installation within one (1) workday after the request for call-back service, ERE shall have the right to obtain the service elsewhere and the contractor agrees that the actual cost of such service shall be deducted from the contractor's invoice covering the period for which the outside service was obtained. This deduction will be supported by a copy of the invoice covering the emergency service obtained elsewhere. Contractor must describe past experience with providing vermin and rodent control for large property management organizations and include references.

#### **1.3.4.4.11 Reporting**

Contractor must propose reporting and recordkeeping plans to enable ERE to monitor Contractor's work in a timely and efficient manner. As a minimum, Contractor is required to collect and submit the reports detailed below. ERE will review and approve report format prior to contract award.

1. Individual Property reporting (within one week): Upon completion of each treatment cycle at ERE property, Contractor must submit the extermination log with a spreadsheet summary highlighting troubled areas or units within one week after the treatment cycle. Contractor must submit the report in hard-copy format and by email in electronic spreadsheet format. The hard copy must be signed by the Facility manager. ERE will not pay for work that is not documented by this report or for work documented on the report but not signed by the Facilities Manager.
2. Treatment Cycle Reporting (within one week): Upon completion of a treatment cycle, Contractor must submit by email a general summary report within one week. The treatment summary reports shall include, but not be limited to the following:
  - A. Brief narrative discussing the findings as they relate to an increase or new infestations by unit or apartment number, including recommendation for treatment or preventative measures.

**1.3.5** Discuss any findings of deficiencies due to lack of access, inadequate or improper treatments, or recommendations of change to a more effective chemical. Contractor shall submit reports to the Contract Technical Representative. Failure to submit the above reports on time shall be considered a material breach of the contract and could be used as basis for termination of the contract. Discontinuance of this contract shall affect any orders hereunder.

**1.3.6 Dam Installations and maintenance**

The contractor shall install microbial dosing systems at strategic positions to help prevent drain lines from clogging up with organic F.O. G's.

Maintain drain infrastructure in an active clean free flowing condition, with no harm plumbing fixtures, grease trap, drain line, sewer lines or equipment.

Once off Installation of 3 x bubble aeration system at the Dam to increase oxygen levels throughout water columns. i.e. Installation Air pod VXL4 Pump, VCS1100W Compressor, Outdoor cabinets and Bottom-line tubing.

**1.3.7 Horticulture**

**1.3.7.1 Spraying, insecticides (pesticides) and fertilization of indoor plants on “as and when required” basis:**

Insecticides (pesticides) and fertilization of plants as below scope of work

Spraying and supply of chemicals – pesticides and fertilizers- on all indoor plants as and when required as per further details listed below:

**The Contractor shall:**

Conduct inspection of all the indoor plants as when required; identify any problems on the different types of diseases that may attack the plants; recommend the chemical to be used to solve any potential disease/s. Supply quotes for chemical spraying treatments, to be undertaken by the supplier, in line with his recommendations. In advance for Eskom's approval before treatment commences.

When quoting, dates of proposed dates for execution and manpower numbers for Eskom's safety Induction must also be supplied. An induction date will be advised / agreed on by Eskom.

- Pickup dead leaves.
- Check the water level from the water gauges; fill up the water if necessary.
- Clean the pot plant / clean the plants using feather dust.
- Prune the dead branches of the plants/also unwanted branches shape the plant
- Checked the dead plants for replacements. Place new order for plants replacements
- Check the infected plants for insecticides.
- Use water buggy to water the plants.
- Shape the pot plant by removing the unwanted branches

**1.3.7.2 SHE requirements when spraying with chemicals**

Contractor's Employees must wear the following PPE:

- Respirator
- Goggles /Face shield
- Overalls (Contractor company band/logo)

- Gloves. Always wear unlined, elbow-length chemical-resistant gloves when handling all pesticides.
- ...
- Body Covering
- Apron
- Safety Boots (SABS approved)
- Work tasks stipulating exposure risks
- Engineering controls for risk reduction

#### **1.3.7.3 Maintenance services specifications**

- Check the soil moisture before watering the plants using hosepipe
- Pruning
- Replacing the dead plants
- Check the affected plant with diseases
- Dead leaves
- Water w/boxes using water trolley
- Check the for leaks, wheels, tap connector
- Water until the level meter is maxi.
- Plants replacements

#### **1.3.7.4 Ordering of replacements plants**

- As when required to replace the dead plants
- Fertilizers for plants stimulation

#### **1.3.7.5 The Water wise landscape design and resource plan introduction**

- Develop a comprehensive landscape plan.
- A carefully thought-out landscape plan will enable the creation of beautiful, water wise outdoor spaces that integrates current plants but allows for the most exiting eco landscape features to be added.
- Eight fundamental steps to follow in the design and maintenance of water efficient landscape
  1. Group the plants according to their needs and consider planting of fruit trees
  2. Use native and low water use plants
  3. Limit turf areas to those needed for practical purposes
  4. Use efficient irrigation system with consideration of optimal source and timing
  5. Schedule irrigation wisely in accordance to weather forecast & soil moisture
  6. Provide healthy soil
  7. Mulch over soil and around plants to reduce evaporation
  8. Regular maintenance
- Sun & shade  
Morning, noon, and afternoon sun/ shade meaning keep check through your area
- Water use zones = map/divide your areas into three categories
  1. Low water use (fed primarily by rain water)
  2. Moderate water use (requires occasional watering consider Polymer granulates)
  3. High water use (requires regular watering consider Polymer granulates)

#### Horticulture maintenance focus

- Low maintenance plants

- Fast growing turf grass regular mowing (incl at PV solar section)
- Fertilizing and aeration
- Low water use for grass areas
- Ground covers and plants will need substantially less maintenance

#### Cost & Reporting Analysis activities

EAL landscape planning need to consider the utilization of outdoor testing spaces, access and utility service reticulation. Consider implementation within specific time scales to spread the cost over several years of Horticulture plan. The low-cost resource focus via smart landscape planning will lead to binding cost saving in the long run, resulting in reduced water consumption, and maintenance.

#### **1.3.7.6 Horticulture related Activities**

Horticulture related Activities	Daily	Weekly	Monthly	Quarterly	Yearly
Apply irrigation to outdoor plants Winter		x			
Apply irrigation to plants/grass Summer	X				
Apply watering to indoor plants	x				
Checking equipment functionality/repair	x				
Cutting grass indigenous grass fields sum		x			
Cutting grass indigenous grass winter			x		
Cutting grass manicured field (Summer)		x			
Cutting grass manicured field (winter)			x		
Dam water volume level check	X				
Maintain efficient irrigation		X			
Removal of garden waste		x			
Watering of plants, grass, trees	x	x			
Cut edges from the roads	x				
Cut edges from the flowerbeds		x			
Weeding flowerbeds		x			
Protect plants from fungal diseases	x				
Choose the right insecticides	x				
Daily inspections	x				
Report Defaults	x				
Apply fertilizer indoor / outdoor			x		
Establish/change to water wise plants			x		
Perform borehole water/dam water test			x		
Create and submit water analysis reports			x		
Cut edges on the walkways		x	x		
Hedging the shrubs & trees at walkways			x		
Flower power applying			x		
Container beauty indoor			x		
Water wise gardening			x		
Grass weeding (broad leaf)			x		
Protect grass from herbicides			x		
Rainfall reader/ gauge			x		
Hard surface herbicides /walkways			x		
Apply insecticides treatment for plants indoor				x	
Pruning of plants indoor				x	



Pruning of trees outdoor				x	
Removal of invader plants/trees				x	
Replacements of plants/shrubs/trees				x	
Apply insecticides indoor plants				x	
Pruning roses				x	
Spring & summer lawn care				x	
Apply fertilizer to roses				x	
Apply insecticides plants outdoor			x	x	
Replacements of plants indoor			x	x	
Create Water wise landscape plan					x
Eco system analysis & review					x
Eco system review of animal habitat					x
Perform soil testing					x
Caring /pruning of roses				x	x

### 1.3.7.7 Outdoor Plants Maintenance

PLANNED MATENANCE AREAS OF WORK	Labour or Herbicide	Areas in m²	Units
<b>Main Security Office (Outside)</b>			
From flowerbed next to the stop sign on left & right-hand side of tar road and parking area	Parking	2536,0	30
up to the main security fencing North and South side next to office park and flowerbeds near the main gate	Flowerbeds	116,5	20
Mow the lawn trim edges and hedges remove thatch, pickup cigarette buds or sweep the parking area	Lawn Area	4775,0	10
Apply herbicide on parking area rake leaves on winter under the trees and in the flowerbeds	Hedges	1634,7	21
Renew annuals twice a year			3
	Total Area	9062,3	
<b>Main Security Entrance (Inside, Sothern &amp; eastern sides)</b>			
Lawn Mowing from bus terminus to farm house entrance and across the road from Majuba residents, Flag hill to	Lawn Area	13416,6	30
Finesse entrance road around Security Offices and Dog Kennels area	Flowerbeds		20
Apply herbicide at storm water drainage system and edges when needed and prune the trees (crown lifting of trees)	Herbicide		4
	Total Area	13416,0	
<b>From Inside Security Offices to HV Yard (Northern &amp; eastern sides)</b>			
From Dog Kennels to HV Yard, Lawn mowing and edge trimming, Clean up flowerbeds around security offices	Lawn Area	25988,6	30
Brash cutter line around trees, Apply herbicide in front of garage and paved areas around the offices			19
Apply herbicide on crash stone in around HV Yard	Herbicide	2668.0	4
			21
	Total Area	28656.6	
<b>Area around Reservoir Dam &amp; Water Tour</b>			

Cut field grass (Blue Thatch Grass) with Tractor & Field Master Slasher, Brash cutter line around reservoir and water tour	Field Grass	12654,7	30
rake leaves			20
Cut 3m with Tractor & field master Outside Security Fence and Brash cutter line Around trees	Fire Break	1670,4	
	Total Area	14325,1	
<b>Finesse Offices all areas combined</b>			
Lapp area, work the soil and remove weeds in flowerbeds and mow the grass (lawn) between the buildings,	Lawn Area	11184,8	30
Work the soil at rose beds around dining hall west of the auditorium (supper block), and eastern side rose bed and grass area	Flowerbeds	1864,8	20
prune roses annually or when necessary and apply rose care on roses (Insecticide) the same apply on eastern side of the building			10
Herbicide on drive way from ring road to southern parking area and the eastern paved parking area.	Hedges	209,0	19
	Herbicide	9768,2	10
	Total Area	23026,8	
<b>Sit-up Office Park (All Six Houses &amp; Parking Areas)</b>			
Work the soil and remove weeds in flowerbeds and mow the grass (lawn) between the buildings,	Lawn Area	6366,7	30
Work the soil at rose beds and flower boxes round	Flower birds	1748,3	20
Prune roses annually or when necessary and apply rose care on roses (Insecticide)			4
Herbicide on drive way from entrance road to southern parking area and the western paved parking area, rake leaves.	Field Grass	131100,0	19
Cut field grass (Blue Thatch Grass) at storage yard pump house with Tractor & Field Master Slasher, Brash cutter line around			3
This includes the servitude between residential area and Eskom yard	Herbicide	8372,8	10
	Total Area		
<b>Majuba Resident (Parking Area and auditorium)</b>			
Work the soil and remove weeds in flowerbeds and mow the grass (lawn) between the buildings,	Lawn Area	4775,7	30
Prune Hedges annually or when necessary	Flowerbeds	220,4	20
Herbicide on drive way from main road to southern parking area and the eastern paved parking area			4
Cut field grass (Blue Thatch Grass) Between Residential Areas with a Tractor & Field Master Brash cutter line around	Field Grass		19
Trees and Edges			0
	Herbicide	2790,9	10
	Total Area	7786,7	
<b>Lethabo and Matla residential / Field grass between residential</b>			
Work the soil and remove weeds in flowerbeds and mow the grass (lawn) between the buildings,	Mowing	6366,7	30
Prune Hedges annually or when necessary	Flowerbeds	220,0	20
Herbicide on drive way from main road to southern parking area and the eastern paved parking area			4

Cut field grass (Blue Thatch Grass) Between Residential Areas with a Tractor & Field Master Brash cutter line around	Hedges	73,2	19
Trees and Edges			4
	Herbicide	4884,1	10
	Field Grass	19100,6	8
	Total Area	30644,1	
<b>Mechanical Workshop Port 1 / 4 and Field Grass in between Matla Residential</b>			
Work the soil and remove weeds in flowerbeds and mow the grass (lawn) East of the buildings,	Lawn Area	6366.7	30
Work the soil on flowerbeds and flowerboxes around building	Flowerbeds	220,0	20
Prune Hedges annually or when necessary and apply Insecticide in flowerboxes	Pruning		4
Herbicide on drive way from entrance road to southern parking area and paved parking area.	Hedges	50,0	10
Cut field grass (Blue Thatch Grass) with Tractor & Field Master, Brash cutter line around buildings sloped area and Trees			4
Pruning and Hedge Trimming	Herbicide	2093.2	10
	Field Grass	19100.6	10
	Total Area	27830.3	
<b>HV Yard and High Bay / Field Grass on eastern site of High Bay Building</b>			
Work the soil and remove weeds in flowerbeds and mow the grass (lawn),	Lawn Area	6366.7	30
Work the soil on flowerbeds and flowerboxes around building	Flowerbeds	220,0	20
Prune Hedges annually or when necessary and apply Insecticide in flowerboxes	Pruning		4
Herbicide on drive way from entrance road to southern parking area and paved parking area.	Hedges		10
Cut field grass (Blue Thatch Grass) with Tractor & Field Master, Brash cutter line around buildings sloped area and Trees			4
Cut 3m wide line outside HV Yard for firebreak (Field Grass on Northern side)	Herbicide	2550,9	10
	Field Grass	14325,1	8
	Total Area	23462,7	10
<b>Colenso &amp; Simulator Buildings</b>			
Work the soil and remove weeds in flowerbeds and mow the grass (lawn) East of the buildings,	Mowing	6366,7	30
Work the soil on flowerbeds and flowerboxes around building	Flowerbeds	1165,5	20
Prune Hedges annually or when necessary and apply Insecticide in flowerboxes	Pruning		4
Herbicide on drive way from entrance road to southern parking area and paved parking area.	Hedges		10
Cut field grass (Blue Thatch Grass) with Tractor & Field Master, Brash cutter line around buildings sloped area and Trees	Annuals		4
	Herbicide	7675,0	10
	Field Grass	9550,0	8

	Total Area	24757,2	
<b>Healing Garden</b>			
Mow The lawn Prune the trees and herbs, remove weeds and work the soil, Apply Fertilizer when needed and Insecticide	Mowing	4775,0	30
Plant Herbs / vegetables according seasonal changes and set rest the automatic irrigation system accordingly	Flowerbeds	349,6	20
	Pruning		4
	Herbicide	100,0	0
	Annuals		4
	Total Area	5224,6	
<b>Main Building East &amp; western Reception</b>			
Work the soil and remove weeds in flowerbeds and mow the grass (lawn) between the buildings,	Mowing	9550,0	30
Work the soil at rose beds and flower boxes round	Flowerbeds	4079,4	20
Prune roses annually or when necessary and apply rose care on roses (Insecticide)	Pruning		3
Herbicide on drive way from entrance road to southern parking area and the western paved parking area, rake leaves.	Hedges		10
Brash cutter line around Trees and Hedges	Annuals		3
	Herbicide	4884,3	10
	Total Area	18513,7	
<b>Koeberg Residential and Medical Centre</b>			
Work the soil and remove weeds in flowerbeds and mow the grass (lawn) between the buildings,	Mowing	4775,4	30
Work the soil at rose beds and flower boxes round	Flowerbeds	932,4	20
Prune roses / Hedges annually or when necessary and apply rose care on roses (Insecticide)	Pruning		4
Herbicide on drive way from entrance road to southern parking area and the western paved parking area, rake leaves.	Hedges		10
Cut field grass (Blue Thatch Grass) Between Main Road & Southern Parking Area with a Tractor & Field Master, Brash cutter	Annuals		4
line around Trees / Rocks and Edges, Rake leaves	Herbicide	2790,9	10
	Field Grass	28650,2	8
	Total Area	37148,9	
<b>LDC &amp; Field Grass West of Parking Area</b>			
Work the soil and remove weeds in flowerbeds and mow the grass (lawn) between the buildings,	Mowing	6275,4	30
Work the soil at rose beds and flower boxes round	Flowerbeds	699,3	20
Prune roses annually or when necessary and apply rose care on roses (Insecticide)	Pruning		4
Herbicide on drive way from entrance road to southern parking area and the western paved parking area, rake leaves.	Hedges		10
Cut field grass (Blue Thatch Grass) at storage yard pump house with Tractor & Field Master Slasher, Brash cutter line around	Annuals		4
security fence rake leaves	Herbicide	2800,0	10
	Field Grass	23875,3	8

	Total Area	33650,0	
<b>LDC Eastern side blue thatch Grass</b>			
From the lawn edge around the building cut field grass with tractor & field master (set to 15cm height) from the main road	Mowing		30
between Koeberg Residential & LDC building to Boma Entrance Road, and from Boma Entrance Road to Tarred Road	Flowerbeds		20
south of LDC Building	Pruning		4
Far south on both sides of Tarred Road 15cm Height and m Wide right through to Water Works Yard	Hedges		10
	Annuals		4
	Herbicide		10
	Rake leaves		8
	Field Grass	14325,1	
<b>Water Works Yard (sewerage plant) Inside and Outside</b>			
Cut field grass with tractor & field master (15cm h) Brush cutter line along fence in & out side, 8m wide on the outer side	Herbicide	4000,0	10
Apply Herbicide on Brick paved area and Control Broad leave weeds around aerators dam with lawn wider	Field Grass	14325,2	8
	Total Area	18325,2	
<b>Boma Area</b>			
Field Grass Around Boma and Parking area North eastern side Opposite Entrance Road 8m Wide 15cm h Brush cutter line and	Herbicide	700,0	10
around trees	Field Grass	23875,2	8
Entrance Road to Delegates Parking 3m Brush cutter line on both side of the Road			10
Apply Herbicide on Crashed stone and lawn wider on erosion control slabs (Road)			
Field grass South side, From Boma to East of LDC building, Cut with Tractor & Field Master (15cm h 10m wide) Dividing the Area From Tarred Road to Entrance Road to Boma into two (Tree Corridor from Boma to LDC)	Total Area	24575,0	
<b>Delegates Parking / Kendal Residential / Lapa and Pool area</b>			
Herbicide on all paved parking area including crash stone flower boxes, Mow the lawn around the area 3m south side 6m eastern	Mowing	19100,1	30
side and between Kendal Residential, Kendal Residential mow the lawn around the buildings, South / East and Northern side	Flowerbeds		20
between sports field and Residential, Trim edges with brush cutters, Apply Herbicide on paved parking area and walkways	Pruning		4
Work the soil and remove weeds on flowerbeds next to entrances to parking areas and flowerboxes around swimming pool and	Hedges		10
Umgeni / Residents Restaurant and Delivery area. Prune Dianthus if needed including flowerbed next to water feature	Annuals		4
	Herbicide	17443,3	10
	Rake leaves		8
	Total Area	36543,4	

<b>Sports facility and South of Kendal Residential</b>			
We have three Pitches on the fields, Cricket / Rugby / Soccer and Netball / Volleyball Pitches between Cricket & Rugby	Mowing	222835,2	44
All to mowed weekly, Mark and install nets only when Required, Cut Sloped area with Brush cutters, The sports Parking area	Flowerbeds		0
north side between pitches and Open Storm Water channel, cut field Grass with tractor & field master, Brush cutter line around trees	Pruning		0
Broadleaved weeds to be chemically controlled and other alien Grasses to be removed by hands	Hedges		0
Rake and remove the thatch after mowing	Annuals		0
Sloped area South of Soccer field and around small dam to storm water drainage line from delicate parking and storm water line	Herbicide		0
from Kendal Residential parking area under willow trees, cut field grass with tractor and field master Brush cutter line around trees	Rake leaves		0
and cut 8m cycle around small dam, fill the dam with bore hole water for Game, (Drinking water for the wild life)	Total Area	222835,2	
<b>Field Grass Training Power Lines from Emergency Gate (North Gate)</b>			
Cut Grass with tractor and field master (25cm H) Brush cutter line around power line poles and trees from North Gate to	Mowing		0
screening trees, east of soccer fields, and form security patrol road (North side) to open storm water trench	Flowerbeds		0
	Pruning		0
	Hedges		0
	Herbicide		10
	Field Grass	19135,6	0
	Total Area	19135,6	
<b>Magnetic field area / North side of maturation dam, This Area combined with other Field Grass</b>			
Areas such as the ones divided by Tree corridor from south of Boma to LDC and the 8m wide around	Mowing		0
Water works (Sewerage plant)	Flowerbeds		0
This area reserved for Grazing, no field Grass cutting we burn the area every second year and other area	Pruning		0
be left for Birds to nest, this Areas are divided into four Areas	Hedges		0
1, Magnetic Field Area. North Side of Maturation Dam	Herbicide		10
2.South Eastern Side of Boma / Divided by Corridor from Boma to LDC and 8m wide cut area at	Field Grass	238752,0	0
Sewerage Plant.	Total Area	238752,0	10
3. Western Side of Boma.			
4.Far south Between Tarred Road and Tree Corridor			
<b>Security Alarm Fence / Perimeter Fence</b>			
Regular Herbicide Application or Once weeds sighted between razor wire and alarm, bigger ones to be removed by hands	Herbicide		10
Out Side Fence Cut 6m from the fence and Burn the Thatch Right Round Fence where Possible (Fire breaks)	IS 6 OFF	4393,8	8
Is 6 off Isthupa office park alarm fence	Field Grass	26362,8	10
	Total Area	30756,6	

### 1.3.7.8 Indoor Plants Maintenance

<b>Indoor Plants Maintenance</b>
<b>EAL CONSISTS OF TEN BUILDING WHICH NEED TO HAVE INDOOR PLANTS AND PLANTS MAINTENANCE NAMELY</b>
Artisan, Operating & Maintenance COE Offices at port 1 to port 4 Building
Engineering COE
Colenso building
Finesse Offices
Isithupa Office Park
Kendal Residential (Com Hall)
Leadership AND Development Centre
Main Building (Admin Block)
Majuba Residential (Com Hall)
Security Offices
Plants to be maintained and kept in good looking Order watered not flooded with water fed with fertilizer and kept free of insects, to replace the deterioration and clean the containers

### 1.3.7.9 Equipment list

*The below quantities are a minimum requirement and the Contractor as a specialist need to allow for sufficient equipment to execute the works.*

#### Tractors

Tractors to be hired in or permanently present	Number Hire	Number permanently required
MF 280se With Automatic Link	1	
MF 440 With Automatic Link	1	
Power X Trailer with Six Bean & One Water Tank	1	
F180/4 Falcon Slasher	1	
M70 Field master	1	
Ride on sweeper	1	

**Tractors to use tractors that collect cut grass when cutting**

#### Equipment

Equipment required and fit for daily use	Number To hire additional	Number permanently required And preapproved to be fit for purpose
Ride on Mowers (1x 60" Deck Grizzly & 1x 42" Deck Ram)	2	2
Push Mower		1
Brush Cutters	10	10

Chain Saw	2	
Pole Pruner		1
Blowers		2

**NB: Cost of equipment to take into account the life span of equipment**

Item	Description replaced as wear and tear	Unit	*Qty per year
1	Spades	No	12
2	Forks	No	12
	Racks fit for purpose	No	12
3	Picks	No	2
4	Trowels	No	6
5	Secateurs	No	6
6	Soft brooms	No	12
7	Hard brooms	No	12
8	Insecticides spray bottles	No	4
9	Wheel barrel	No	6

#### **Ride on sweeper**

To sweep all the roads, pavements and parking's once a month

#### **1.3.7.10 Chemical list**

##### **Herbicides**

Herbicide	Number
Boomspry	1
Knapsak	1

#### **1.3.7.11 Manpower list**

**Working times in summer season from 6h00am to 14h30 - (in support of water conservation)**

**Working times in winter season from 07h30am to 16h00**

Skill	Number
Supervisors	2
Gardeners (to review if still applicable)	12
Drivers / Ride-on mower/ operators (to review if still applicable)	12
Horticulturist	1



Indoor plant resources	?? dependent on number of plants
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#### 1.3.7.11.1 Consumable requirements

As per task order

#### 1.3.7.11.2 Grass areas

All established garden lawns to be mowed, grass edges are to be trimmed, fertilized, top dressing and cuttings raked every week (September-April) and fortnightly (May-August)

##### A. FLOWER BED AREAS

All areas currently planted with shrubs and/or ground covers within the outer boundary fence line will be kept clean and neat. This will entail hand weeding, soil aeration and trimming of shrubs to maintain a groomed appearance.

##### B. PAVED AREAS

Sweeping of all the internal roads, weed killing on parking and paved areas is required on a regular basis, to ensure that they are clean at all times.

##### C. BANK AREAS

All banks are to be maintained on a regular, on-going basis and are to be maintained for the contract period. The grass undergrowth will be included in on-going maintenance

##### D. WATERING

Sufficient hoses are to be supplied for hand watering and sprinkling of flower bed areas on a rotational basis. Free access to Eskom water point will be available.

##### E. REFUSE REMOVAL

All garden cuttings and refuse are to be stacked in an appropriate holding are, then removed from site on a weekly basis.

##### F. CUTTING HEIGHT

<b>Brush Cutters</b>	Not less than 50mm Not more than 100mm
<b>Lawn mowers</b>	not less than 20mm Not more than 50mm

##### G. SAFETY

All foreign matter, stones, etc. shall be removed prior to commencement of each cut to prevent damage to equipment, buildings, vehicles and injury to personnel and public.

##### H. TRIMMING

All areas indicated at the site form part of this contract, 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.

#### **I.TREE FELLING**

The *Contractor* shall provide quotes and advise the employer upon request of this service.

#### **J. REMOVAL OF CUTTINGS**

The contractor is responsible for the removal of grass cuttings which are to be disposed offsite.

#### **K. SECURITY**

The names and identity numbers of all workmen engaged in the work are to be submitted when the contract is awarded, and shall be amended as required. The contractor shall nominate a responsible person who will be in charge of the site, and who must be present at all times whilst grass is being cut.

#### **L.OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS**

Contractors and Sub- Contractors must comply with the provisions of the OHASA and other applicable legislation.

#### **M.APPOINTMENT OF RESPONSIBLE PERSONS**

The contractor shall cause all work to be carried out under general Supervision of a responsible person appointed by the Contractor in writing in accordance with the provisions of the Regulations made in terms of the Occupational Health and Safety Requirements to be met by the Contractor and Sub-Contractor employed by Eskom – Eastern Region.

A copy of the letter of appointment and of the appointee's written acceptance thereof shall be lodged with the Facilities Manager **BEFORE** any work on site shall commence.

In addition, the Contractor shall provide the Facilities Manager with the names of any safety representatives appointed in terms of Section 4.2.1.3 of the abovementioned Act and who has been given the responsibility of any site or sites falling under the terms of this contract

### 1.3.8 Waste Management Services

The operation includes the following:

- Supply and dispose Skips 6M<sup>3</sup> - open for General, Garden, building rubble, Scrap metal, etc. and closed for Food waste.
- Sewer waste to be disposed separately from source as and when required (sewer plant)
- Supply and Maintain 30l Bins - for waste separation at Offices/Pause area/Dinning areas – (Different colour coded bins for General waste, Glass, Cans, Plastic bottles, Food waste, Paper).
- Supply colour coded bin liners to align with the colours of 30l bins for waste separation
- Cleaning Grease/Fat Traps
- Disposal of Fluorescent tube/globes box
- Disposal of Used Oil from the Kitchen
- Collect ion and disposal of all waste streams (Hazardous and non-Hazardous)
- Issue disposal certificate where applicable
- Supply wheelie bins (if required) and scale
- Segregation of waste and weekly reporting of recycle material and other waste volumes required
- Provide waste management chemicals
- General workers for the sorting of waste.

#### 1.3.8.1 **Estimated quantities**

Type of waste	Form of collection/disposal	Frequency of collection	To be always available on site	No. of disposal in 36 months
General Waste -Compactable REL (General Waste)	Skip 6m3	Weekly	1	156
Food waste	Skip 6m3 (Leaded)	Weekly	1	
General Waste -Non -Compactable REL (Garden Waste)	Skip 6m3	Weekly	1	325
Scrap Metal-Sub-Grade Gr:3	Skip 6m3	Weekly	2	3
Hazardous Liquid Fat Trap	11000L	Bi-Weekly	1	72
Hazardous - 5ft Dry-Fluorescent Tubes 50	Box (Coffin)	As and when required	3	8
Hazardous - Batteries		As and when required		3
30l Bins - for waste separation at Offices/Pause area/Dinning areas				

### 1.3.8.2 Estimated recyclable waste quantities, which qualifies for rebate

Type of recyclable waste	Quantities of 500 Liter's wool bags disposal for 36 months
Glass - Glass Mixed	10
Paper Cardboard (K4)	190
Paper - Common Mixed paper (CMW)	56
Paper - White (HL1)	62
Plastic - Bottles HD	103
Plastic - Bottles PET	95
Plastic - Bottles PET Clear	5
Plastic - Film LD Clear	5
Plastic - Film LD Colour	91
Plastic - Polyprop	2
Plastic-Shrink-wrap Clear	2
Scrap Metal - Aluminium Can	16
Scrap Metal - Steel an	25
Tetra pack - Tetra pack	115

More recyclable waste streams not mention above will be included in operations and rebate receivable

### 1.3.8.3 Contractor requirements with traceable transport and legal waste site records

- Dumping permit Certificate by Municipalities
- Waste accreditation Permit (waste hub)
- Waste Business Permit (waste hub)
- Waste transport Permit (waste hub)
- Transportation of Dangerous good permit for vehicle and the Driver/Transporter/Operator
- Letter of good standing
- Operator to be registered Member of Institute of waste Management of southern Africa.
- All waste management legislations to be adhered to.

### 1.3.8.4 Waste Removal and Disposal Services

The contractor will be required to ensure timely removal and proper disposal of, but not limited to, the following waste types:

- Removal and disposal of general landfill waste at most five times a week e.g. food/ organic waste.
- Removal and disposal of garden and landscape waste; on ad hoc basis i.e. as when the provided skip is full.
- Removal and disposal of hazardous waste e.g. Electrical and Electronic waste (Fluorescent tubes, batteries, and consumables)
- The contractor must provide disposal certificates after each removal of hazardous waste.

**Note:** Waste removal for garden/ landscape waste and hazardous waste will be required on a need (ad hoc) basis when required by the operation. The contractor must further note that the removal of general landfill waste may be required more frequently.

#### **1.3.8.5 Waste Removal and Recycling Services**

The contractor will be required to collect all recyclable waste for recycling purposes e.g. paper, glass, plastic, Electrical and Electronic equipment and consumables etc.

Contractor to provide reports for market related rebates, which will be subtracted when doing payments certificates.

Current recycles rebates fees to be accepted by Eskom supervisor / Contract manager.

#### **1.3.8.6 Onsite Waste Management**

The contractor will be required to place trained personnel on-site. The personnel/ resources would be required to be on-site on daily basis. The personnel will assist with the day-to-day activities of the facility's waste management, as follows.

- Removal of waste bins from designated waste areas to main waste area;
- Sorting of waste materials to their separate streams for recycling and disposal purposes;
- Upkeep of waste room facilities' hygiene;
- Daily hygiene management of waste skips & bins (clean & degrease) and general cleaning of waste areas;
- Waste management areas must be at all times be free of smell or any pest infestation
- Shredding of office waste paper;
- Upkeep of waste containers (daily cleaning, rinse and sanitizing of waste bins);
- Cleaning of waste areas (degrease floors and walls, mop up and pressure hose area)

#### **1.3.8.7 Reporting**

The service provider will be required to provide reports reflecting statistics on recyclable and non-recyclable waste on monthly basis.

**Note:** The contractor will be expected to advise Eskom Gauteng region on best practices on Waste Management on an on-going basis in order to assist Eskom on how to deal with waste management in a sustainable and efficient manner.

#### **1.3.8.8 Project Timelines**

The appointed service provider will be required to start immediately after signing the contract and provide the services for a period of three (3) years, subject to annual review of service provider's performance.

#### **1.3.8.9 Mandatory Technical Requirements**

The contractor must indicate its compliance / non-compliance to the requirements and should substantiate its response in the space provided below. If more space is required to justify compliance, please ensure that the substantiation is clearly cross-referenced to the relevant requirement.

#### **1.3.8.10 Waste Accreditation Permit**

The contractor must have a valid Waste Accreditation Permit to collect and transport general waste, recyclable waste and hazardous waste issued by various municipalities in around Gauteng province including list of all Waste Management By-laws.

The bidder must provide proof of a valid Waste Accreditation Permit.

GP WIS Registration

The contractor must be registered in the various municipalities' Waste Information System (WIS) as a transporter of hazardous waste to be disposed of / treated at landfill site / waste handling facility authorized to dispose / treat such waste.

The contractor must provide proof of registration with WIS.

#### **1.3.8.11 Licensed Landfill site / waste handling facility**

The contractor must use a licensed landfill site / waste handling facility for disposal / treatment of waste generated at IDC facilities. The contractor must provide proof that the proposed landfill site / waste handling facilities are licensed. The contractor must further provide proof of account/ relationship with the proposed landfill / waste handling facility that will be used for the disposal/ treatment of waste generated at Eskom facilities.

#### **1.3.8.12 Statutory and Regulatory Compliances**

The contractor must always ensure compliance with all regulations (e.g. municipality Bylaws, Health & Safety Regulations) governing this service for the duration of the contract.

#### **1.3.8.13 Disposal of Hazardous Waste**

The contractor will be required to provide disposal certificates after each removal of hazardous waste.

#### **1.3.8.14 On-site Resource**

The contractor must provide readily trained and experienced resources on site that will manage the main waste area, skips, bins and general waste management processing; and liaise with the Eskom for on-site requirements. The resources would be required on-site for maintenance of equipment and deep cleaning service of waste areas.

#### **1.3.8.15 Site File**

The appointed service provider must compile and provide an Eskom specific Site File which will include all Statutory and Management information/documents such as:

- OHS Policy, PPE and Procedures with traceable records for activities against check list for work performed;
- Safe work Procedures and suitable method statements;
- Risk Assessments Procedures;
- Material safety data sheets (MSDS).
- Insurance documents/details;
- Waste Management programme/schedule;
- Department of Labour documents e.g. COIDA, UIF and etc.

The service provider will be required to provide a comprehensive site file after appointment. The service provider will be required to do Eskom site assessment and to update, if required, any of its standard procedures as listed above, to suit any Eskom specific site requirements.

#### **1.3.8.16 Uniform and Personnel Protective Equipment (PPE)**

The contractor will be required to ensure that all its on-site personnel wear uniform with the company name embroidered including appropriate clothing for all different seasons, and also ensure adequate provision of PPE in-line with the work requirements.

#### **1.3.8.17 Other Technical Requirements**

The contractor must indicate its compliance / non-compliance to the requirements and should substantiate its response.

#### **1.3.8.18 Contractor's Experience**

The contractor must demonstrate relevant experience in providing similar Waste Management services (on-site waste management and waste removal/ transportation) to commercial/ corporate establishments. The contractor must provide references for rendering similar waste management services to commercial/ corporate establishments in the past 5 (five) years.

#### **1.3.8.19 General Waste Management**

The contractor must provide a detailed proposal indicating how the contractor will effectively manage the collection, transportation and disposal of General landfill Waste. The proposal must also outline how ad-hoc and urgent requests will be effectively managed in this regard including the proposed response times from the time the request is logged.

#### **1.3.8.20 Recyclable Waste Management**

The contractor must provide a detailed proposal indicating how the bidder will effectively manage the collection, transportation and processing of recyclable General Waste. The proposal must include, amongst other things, the response times, collection times, cost rebates for the Eskom ERE etc.

#### **1.3.8.21 Hazardous Waste Management**

The contractor must provide a detailed proposal indicating how the contractor will effectively manage the collection, transportation and processing of hazardous waste management. The proposal must include, but not limited to: the response times, collection times, managing compliance requirements etc.

#### **1.3.8.22 On-site Waste Management Service**

The contractor must provide a detailed proposal indicating how the contractor will effectively manage the day-to-day activities of the facilities waste management service. The proposal must include, but not limited to: service plan/ schedule, waste sorting methods, cleaning plan for waste areas, process for logging of waste collection/ removal requests etc.

#### **1.3.8.23 Reports**

The contractor must provide reports reflecting statistics on recyclable and non-recyclable waste on monthly basis. Please provide a sample/template of such a report. The contractor must also provide a list and samples of all other reports that will be prepared with related frequency.

#### **1.3.8.24 Capacity/ Equipment**

The contractor must have capacity in terms of the necessary equipment to render the required service effectively. The contractor is required to provide the following information:

- Details of the trucks owned by the contractor i.e. types of trucks, quantity of trucks, proof of ownership.
- A copy of lease/ rental agreement for trucks if not owned by the contractor. The agreement should clearly indicate the types of trucks and quantities.

#### **1.3.9 Data Centre Specialised Cleaning Services**

NB: No water is allowed in the data centre only cleaning specializes machine is used.

### 1.3.9.1 Data Center Specification

- Dust all equipment,
- Wipe down all surfaces,
- Clean all floors,
- Clean all interior and exterior faces of all interior windows (excluding windows by stairway),
- Spot clean all walls,
- Wipe down all doors and door frames,
- Dust vents,
- Dust cylinders,
- Dust fire extinguishers,
- Wipe down ice tanks.

**Toilet bowls** -Descale and disinfect all surfaces and underneath flush rims. Chemically remove deposits from inside soiled pipes.

### 1.3.9.2 Areas of operation

- Entrance bridge · Data Centre · Security · Staircases · Ledges · Stainless steel lifts
- Voltage rooms · Passage room's offices · Diesel tank rooms' · Offices
- Transformer rooms · Ablution facilities · Computer room · Basement · Ramp entrance
- Mechanical room · Store room · Battery room · Charger room · Water room
- Security equipment room · Railings · UPS room · Windows (up to 2m) · General rooms

### 1.3.9.3 Data centre cleaning guidelines

#### 1.3.9.3.1 Introduction and Background

Data Centres are designed to host the sensitive IT equipment which forms the backbone of an organisation's infrastructure. As a result, any unscheduled downtime has the potential to cause major disruption to a company's systems and operations, not to mention the potential for lost revenue. It is therefore vital to maximise availability, minimise downtime and avoid the risk of invalidating hardware warranties – making data centre cleaning a must for any conscientious organisation.

Data Centre Site Cleaning is a vital part of any data centre maintenance program to ensure peak performance within the mission critical environment. By eliminating dust and dirt build-up, system reliability and uptime is increased. In addition, cleaning extends the life of servers and other electronic devices.

Most hardware manufacturers including Cisco, IBM and HP recommend that data centres should be cleaned regularly by a professional data room cleaning company.

#### 1.3.9.3.2 International standard for data centre cleaning

There are data centre cleaning standards, based on the international standards for clean room, clean zones and controlled environment (Data Rooms are controlled environments) ISO 14644-1. The ISO 14644-1 1999 series of standards (14644-1 to 14644-9) are a series of documents that establish various classifications for cleanliness as well as methods for testing compliance, test methods, design/constructions/start up considerations, and others. Data Centre Cleaning Standards, Data Room Cleaning Standard and Commas Room Cleaning Standard are based on the same ISO 14644-1 1999 Class 8 as these rooms are controlled environments.

The yardstick for measuring cleanliness is the number of microscopic particles found per cubic metre of air. These particles range in size from 5µm (micrometre: a millionth of a metre) in diameter down to 0.5µm in diameter. Obviously, the larger the number of large particles in an environment, the visibly dirtier the



environment is. On the other hand, a small amount of very small particles means an extremely clean environment.

The ISO 14644-1 standard sets up ISO classes from 1 through 9; ISO Class 1 the most stringent, for example, allows only ten particles at 0.1µm and two at 0.2µm per cubic metre of air. Class 1 is the ultimate in cleanliness, a tremendously stringent standard that only highly controlled environments, such as clean rooms in microprocessor fabrication or drug manufacture, can achieve.

The data centre standard that most data centres (which are controlled environments) need to be kept clean to is ISO 14644-1 Class 8 standard or better. Class 8 allows 3.52 million 0.5µm particles per cubic metre. Class 8 is often referred to as a 5 Micron Clean or Clinical Clean. Indeed, the following Cisco, Sun and EMC now all state what the acceptable levels of contamination are for their equipment. All three hardware vendors now state that "their equipment must be kept in a data centre which has been decontaminated to a sufficient level on the ISO 14644-1 Clean Room and Controlled environment scale". This is Class 8 or better. This suggests that their OEM warranty will not cover equipment damaged by dust.

#### **1.3.9.3.3 Suggested cleaning services as per ISO 14644**

It is important to include the following minimum data centre cleaning services as part of a preventive maintenance program to ensure the optimal environment for the data centre.

#### **1.3.9.3.4 Subfloor surface cleaning**

Subfloor surface cleaning includes vacuuming the concrete subfloor plenum using specialized critical filter vacuums in compliance with recognized standards for cleaning data centres. This service removes contamination from the subfloor plenum to eliminate the build-up of particulate that can be carried into the data room's air flow and cause downtime inside the equipment room.

#### **1.3.9.3.5 Raised floor surface cleaning**

Raised floor surface cleaning includes cleaning the surface of the raised floor panels. This service includes vacuuming and damp mopping the floor surface with cleaning chemicals approved for use in data centre environments.

#### **1.3.9.3.6 Exterior equipment surface cleaning**

Exterior equipment surface cleaning includes cleaning the exterior surface of cabinets, equipment, and workstations by vacuuming where applicable with critical filtered vacuums, and then wiped clean an approved anti-static cleaner approved for use in data centre environments. No devices should be cleaned unless the device is completely powered down.

#### **1.3.9.3.7 Interior server cabinet cleaning**

Interior server cabinet cleaning includes cleaning the surface of the server cabinet doors, server exhaust fans, and surfaces of the servers inside the cabinet. Surfaces are vacuumed with critical filtered vacuums and then wiped clean using an approved anti-static cleaner approved for use in data centre environments.

#### **1.3.9.3.8 Ceiling cleaning**

Ceiling cleaning includes overhead cleaning by either vacuuming above the drop ceiling tiles by using critical filter vacuums in compliance with recognized standards for cleaning data centres, and / or vacuuming and wiping clean overhead raceways with an approved anti-static cleaner approved for use in data centre environments.

#### **1.3.9.3.9 Anti-static floor finishing**

Anti-static floor finishing includes applying an approved anti-static floor finish to non-raised floor surfaces to prevent dangerous static build-up. Manufacturers of high pressure laminated (HPL) access floor panels strongly recommend never to apply floor wax to the surface of the access floor panels.

### 1.3.9.3.10 Subfloor encapsulation

Subfloor encapsulation includes the application of an epoxy coating to the concrete subfloor plenum surface that acts as a vapour and dust barrier. Epoxy coatings should be applied manually to the surface of the subfloor plenum. Installing a Subfloor encapsulate is one of the best ways to reduce concrete dusting and subsequent airborne particulate concentrations in your data centre.

### 1.3.9.3.11 Airborne particulate count sampling

Airborne particle count sampling includes a sampling of airborne particulates within the data centre utilizing a laser particle counter. Particulate sampling is an indicator of airborne contamination. It's recommended that an airborne particle count sampling be obtained at each regularly scheduled maintenance-cleaning by trained personnel.

### 1.3.9.3.12 General and points of interest

- The data centres environment has to be maintained at all times during the cleaning process. This includes, but is not limited to production capacity of the data centre; the security and access control requirements of the data centre; the safety of equipment and personnel; the integrity of electrical, mechanical, BMS and security systems; and the temperature and humidity of the data centre must be maintained within allowable limits
- The data centre cleaning to be overseen by an authorized Site Technical Supervisor at all times during the cleaning process. "Authorized Site Technical Supervisor" is defined as an employee who has worked on all Data centre components i.e. IBM, SIEMENS, TOSHIBA UPS ETC and is granted access to the room via the client card access system.
- After the data centre cleaning, a certificate of conformity has to be issued by the cleaning. These certificates are invaluable for internal and external audits plus most OEM's may require them for equipment warranties purposes.
- Outages shall be scheduled with agreement from client to allow for the switching off of equipment where required

### 1.3.9.3.13 Manpower Requirements

Skill	Number
Cleaners	4
Supervisor	1

## 1.4 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
BBBEE	Broad Based Black Economic Empowerment
QM	Quality Management
ERE	Eskom Real Estate
SD&L	Supplier Development and Localisation
SHE	Safety, Health and Environmental

TSC	Term Services Contract
PPE	Personal Protective equipment

## 2 Management strategy and start up.

### 2.1 The Contractor's plan for the service

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

### 2.2 Management meetings

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

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

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

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

### 2.3 Contractor's management, supervision and key people

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

### 2.4 Provision of bonds and guarantees

N/A

### 2.5 Documentation control

The Contractor will submit the following documents to the Employer for review, the Employer will review the documents for acceptance and inform the Contractor if the documents have been accepted or if it is not

accepted and stating the reasons of not the accepting the documentation. The Employer will give the Contractor reasonable time which will be agreed to between the Contractor and the Employer to respond or re-submit the documents.

## **2.6 Invoicing and payment**

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

The *Contractor* shall address the tax invoice to:

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

and include on each invoice the following information:

Name and address of the *Contractor* and the *Service Manager*;

The contract number and title;

*Contractor's* VAT registration number;

The *Employer's* VAT registration number 4740101508;

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

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

## **2.7 Contract change management**

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

## **2.8 Records of Defined Cost to be kept by the Contractor**

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

## **2.9 Insurance provided by the Employer**

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

## **2.10 Training workshops and technology transfer**

N/A

## **2.11 Design and supply of Equipment**

The Contractor shall supply the vending coffee machine in accordance with the Employer specification.

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

### **2.12.1 Equipment**

N/A

### **2.12.2 Information and other things**

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

## **2.13 Management of work done by Task Order**

All work will be done in terms of Task Order (refer to attached Annexure A).

### **3 Health and safety, the environment and quality assurance**

#### **3.1 Health and safety risk management**

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

#### **3.2 Environmental constraints and management**

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

#### **3.3 Quality assurance requirements**

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

### **4 Procurement**

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

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

#### **4.1 People**

##### **4.1.1 Minimum requirements of people employed**

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

##### **4.1.2 B-BBEE**

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

##### **4.1.3 Supplier development and localisation**

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

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

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

#### **4.2 Subcontracting**

##### **4.2.1 Preferred subcontractors**

N/A

#### **4.2.2 Subcontract documentation, and assessment of subcontract tenders**

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

#### **4.2.3 Limitations on subcontracting**

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

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

#### **4.2.4 Attendance on subcontractors**

N/A

### **4.3 Plant and Materials**

#### **4.3.1 Specifications**

N/A

#### **4.3.2 Correction of defects**

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

#### **4.3.3 Contractor's procurement of Plant and Materials**

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

#### **4.3.4 Tests and inspections before delivery**

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

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

N/A

## **5 Working on the Affected Property**

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

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

From time to time, and as required, the Employer will issue policies and procedures regarding Project Site security and access control. These policies and procedures shall be strictly adhered to by the Contractor.

The Employer shall be entitled, at his discretion, to amend or relax the Project Site security and/or access requirements to deal with emergencies or other circumstances justifying such amendment or relaxation.

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

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

## **5.2 People restrictions, hours of work, conduct and records**

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

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

## **5.3 Health and safety facilities on the Affected Property**

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

## **5.4 Environmental controls, fauna & flora**

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

## **5.5 Cooperating with and obtaining acceptance of Others**

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

## **5.6 Records of *Contractor's* Equipment**

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

## **5.7 Equipment provided by the *Employer***

N/A

## **5.8 Site services and facilities**

### **5.8.1 Provided by the *Employer***

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

- Electricity;
- Water supply; and
- Sanitary Services.

### **5.8.2 Provided by the *Contractor***

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

## **5.9 Control of noise, dust, water and waste**

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

## **5.10 Hook ups to existing works**

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

## **5.11 Tests and inspections**

### **5.11.1 Description of tests and inspections**

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

### **5.11.2 Materials facilities and samples for tests and inspections**

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

## **6 List of drawings**

### **6.1 Drawings issued by the *Employer***

The site drawings shall be issued by the *Employer* on request.



## Task Order

To: [•] ..... (Contractor)

(for *Employer*)

(for Contractor)

(for *Employer*)

**ANNEXURE B: X 17 – LOW PERFORMANCE DAMAGES**

Item No.	Key Performance Area	Key Performance Indicator	Key Performance Targets	Penalty
1	Service Performance Management	React within 1 hour to diagnose the root cause	100% Compliance	3 cor R 2 follow
		Critical work to be completed within 4 hours (blocked toilets, leaking urinals, earth leakage trips, lights out, faulty plugs, power supply, refuelling of generators, temperature control, overhead projectors, etc)	100% Compliance	3 cor R 3 follow
		Maintain 80% for closure of defects vs logged defects	80% Compliance – measured monthly	2 cor R 5 follow
2	Statutory Inspection Compliance	Maintain statutory compliance	100% Compliance	2 cor R 5 follow 3 cor term
3	Safety, Health and Environmental Contravention	Safety, health and environment standards are regularly monitored, reviewed and maintained in accordance with all legal and regulatory requirements	0 contravention	3 cor term
4	Availability of Cleaning Equipment	Provide well maintained equipment	100% availability during any random inspection/audit	3 cor R 50 follow
5	Employee Compensation and Benefits	Payment of Employee salaries/wages, Provident Fund, UIF, COIDA, etc. as per the agreed date	100% Compliance	2 cor R 50 follow 3 cor term