



NEC3 Term Service Contract (TSC3)

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

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

for [•]

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CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
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C1.2a Contract Data provided by the <i>Employer</i>	[•]
C1.2b Contract Data provided by the <i>Contractor</i>	[•]
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C1.3 Proforma Guarantees	[•]

C1.1 Form of Offer & Acceptance

Offer

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

ESKOM KENDAL POWER STATION CLEANING OF GROUP CAPITAL DIVISION (GCD) OFFICES & PARK HOMES

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 ¹	R
	(in words) [●]	

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

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:**

Name &
signature of
witness

(Insert name and address of
organisation)

Date

Tenderer's CIDB registration number:

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Name &
signature of
witness

*(Insert name and address of
organisation)*

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
2	{•}	{•}
3	{•}	{•}
4	{•}	{•}
5	{•}	{•}
6	{•}	{•}
7	{•}	{•}

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity	_____	_____
On behalf of	(Insert name and address of organisation)	(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	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option and secondary Options	A: Priced contract with price list W1: Dispute resolution procedure X1: Price adjustment for inflation X2 Changes in the law X17: Low service damages X18: Limitation of liability Z : Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no:

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

		2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[●]013 699 7451
	Fax No.	[●]N/A
10.1	The <i>Service Manager</i> is (name):	Lihle Mabini
	Address	[●]
	Tel	[●]
	Fax	[●]
	e-mail	[●]
11.2(2)	The Affected Property is	Mogolo Building Offices and Park homes at Kendal Power Station (Group Capital Division)
11.2(13)	The <i>service</i> is	Cleaning of Offices and Park homes at Mogolo Building, Kendal Power Station Group Capital Division (GCD)
11.2(14)	The following matters will be included in the Risk Register:	Labour Delay in supply of material and equipment Normal construction hazards working with machinery Working at heights Hazardous gas Electrocution Inadequate ventilation or ventilation failure Power supply interruption or failure Fire and smoke Flooding from surface sources Normal construction hazards for concrete works.
11.2(15)	The Service Information is in	Part C3.1: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	7 calendar days

2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	Two (2) weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	01 September 2025 to 31 March 2027
30.1	The <i>service period</i> is	Nineteen (19) months
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	the 20th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	4 weeks after receipt of a valid tax invoice
51.4	The <i>interest rate</i> is	<p>0% 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</p>

		Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	None
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	Four (4) weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of

		the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.		
W1.4(2)	The <i>tribunal</i> is:	arbitration		
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.		
	The place where arbitration is to be held is	The Republic of South Africa		
	The person or organisation who will choose an arbitrator	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
	- if the Parties cannot agree a choice or			
	- if the arbitration procedure does not state who selects an arbitrator, is			
12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	The base date is a month before the enquiry closing date		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0	non-adjustable	15%
		1.0		85%
X2	Changes in the law		There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.	

X17	Low service damages	
X17.1	The <i>service level table</i> is in	See Appendix A attached
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	The greater of the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles
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 Defects due to his design, plan and specification, Defects due to manufacture and fabrication outside the Affected Property, loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), death of or injury to a person and infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	[•] months after the end of the <i>service period</i>.
Z	The additional conditions of	

contract are

Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated

under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;

- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
- undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

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

Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.

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

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

Z8 Notifying compensation events

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

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

Z9 Employer's limitation of liability

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

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

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

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

Z11 Ethics

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

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

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

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

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

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

Fraudulent Action means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

Obstructive Action means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

Prohibited Action means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

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	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law.
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 86
by the
Employer**

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

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity
-------------------------------------	---

Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z13 Nuclear Liability

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

Z14 Asbestos

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

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

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	

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

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

PART 2: PRICING DATA

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

Identified and 11

defined terms 11.2 (12) The Price List is the *price list* unless later changed in accordance with this contract.

(17) The Price for Services Provided to Date is the total of

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

(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

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

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

Format of the *price list*

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

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

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

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

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

C2.2 the price list

ITEM	DESCRIPTION	FRQUENCY	UNIT	QTYT	RATE	TOTALS
Personnel						
1	Supervisor	19	monthly	1		
2	Cleaners	19	monthly	7		
						R 0.00
Cleaning detergents and cleaning equipment						
3	Cleaning Caddy Bucket	1	Once-off	4		
4	Industrial Vacuum Cleaner Stainless Wet & Dry	1	Once-off	2		
5	Wet floor Signs 2 Sides	1	Once-off	4		
6	Soap Dispenser	1	Once-off	8		
7	Kitchen Bins (if needed)	1	Once-off	7		
8	Toilet Paper Dispenser 3 rolls (if needed)	1	Once-off	10		
9	Hand paper Towel Dispenser	1	Once-off	10		
10	Sanitary Towel Bins	1	Once-off	10		
11	Seat Wipe Dispenser	1	Once-off	10		
12	Dustpan Long Handle and Brush	1	Once-off	6		
13	Window washer	1	Once-off	6		
14	Air fresheners spray machine	1	Once-off	9		
15	Brooms	1.5	Bi-annual	6		
16	Gear Press Mop	1.5	Bi-annual	6		
17	Feather Dusters	6	Quarterly	6		
18	Brush Toilet Sets (when needed)	6	Quartely	10		
19	Dish Cloths (10s)	6	Quartely	1		
20	Dish Swabs (10s)	6	Quartely	1		
21	Refuse bags Black Roll 25Mic (200)	19	monthly	2		
22	Multipurpose wipes (6s)	19	monthly	10		
23	Dishwash Liquid 25l	19	monthly	2		
24	Deo blocks (5kg)	19	monthly	1		
25	Handy Kleen 25l	19	monthly	2		
26	Hand Washing Soap Refills	19	monthly	20		
27	Toilet Seat Wipes Refills	19	monthly	16		
28	Air fresheners refills	19	monthly	18		
29	Pine Gel 25l	19	monthly	2		
30	Window Cleaner 25l	19	monthly	1		
31	Floor Cleaner 25l	19	monthly	2		
32	Multisurface Spray for furniture	19	monthly	6		
33	Hand Wiping Towel rolls	19	monthly	16		
34	Premium Toilet Paper 2 ply 24s	19	monthly	6		
35	Bleach - 25L	19	monthly	2		

36	Ear plugs (box of 200)	19	monthly	1		
37	Dust Masks (box of 20)	19	monthly	80		
38	Gloves (pack of 5)	19	monthly	8		
Sub-Total						
Preliminaries and General						
36	Disposal of Sanitary Waste	19	monthly	1		
41	Training (Fire Fighter & First Aider)	2	Annual	2		
38	PPE (Overalls, Safety Shoes, hard hats, socks etc.)	2	Annual	8		
39	Induction and Medicals (entry and exit)	3	Annual	8		
40	Employee Transport (minibus/taxi)	19	monthly	1		
41	Site Bakkie (including fuel)	19	monthly	1		
42	Safety File	1	Once-off	1		
Sub-Total of Preliminaries and Generals						
43	Contingency				10%	

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>	
C3.2	<i>Contractor's Service Information</i>	
	Total number of pages	

C3.1: EMPLOYER'S SERVICE INFORMATION

DESCRIPTION OF THE SERVICE

- Kendal is a six pack Power Station with the first unit commissioned in 1988 and the last unit in 1994,
- The station produces 4116 MW,
- Currently Kendal is running out of the Ashland for continuous operation of the power station,
- Kendal is undergoing the process of building the new ash dump as to mitigate the rising problem,
- The project will see five new Ash Dams being built requiring point of supply for the new Pumpstations with dust suppression pump motors.

Employer's service Information

1. Introduction

The cleaning services for Group Capital Division (GCD) offices and Park homes at Mogolo Building Kendal Power Station is needed. This is due to upcoming projects such as Dams, Mechanical, Electrical and Control & Instrumentation (C&I) Package 2 projects which require the support of the service. Mechanical, Electrical and Control & Instrumentation (C&I) Package 2 project has mobilized the contractor to site, and the cleaning service at Mogolo building and Park homes will be required for keeping the offices and park homes clean and Hygienic. Removing dust, dirt and germs from an office environment can prevent sickness and allergic reactions. This improves staff wellbeing and stimulates better productivity.

2. Supporting Clauses

2.1 Scope

2.1.1. Purpose

Cleaning of Mogolo Building and Kendal Project offices (Park homes), kitchens, boardrooms, toilets, storerooms to maintain a clean, hygienic, and healthy environment.

2.1.2. Applicability

This document is applicable to Eskom Kendal Power Station CCT and all affected business partners.

2.1.3. Effective date

The document will be effective from the date of authorisation.

2.2 Normative and Informative References

None

2.2.1 Normative

- ISO 9001 Quality Management Systems
- Environmental Management Program
- Hazardous Installation Regulations 2022-GG 51628 GNR 2841.
- All work shall be performed in compliance to the Occupational Health and Safety Act, Act Number 85 of 1993, as amended and the Eskom Safety, Health Environmental Specification.

3. Employer's requirements for the service

•

The Contract duration for this service is for nineteen (19) months, 01 September 2025 to 31 March 2027

Cleaning Schedule Summary:

Area	Frequency	Cleaning Method
Foyer & Entrances		
Floors		
Sweeping	Daily	Broom
Mopping	Daily	Chemicals and Industrial rinsing
Polishing	Daily	Non-Skid Polish
Stripping	6 Monthly	Chemicals
Walls	Weekly	Chemicals
Windows & Window Sills	Daily	Chemicals
Doors, Frames & Handles	Daily	Chemicals
Furniture	Daily	Furniture Polish
Waste Bins	Daily	Plastic Bin Liner & Wipe
Offices * Passages		
Floors		
Sweeping	Daily	Broom
Mopping	Daily	Chemicals and Industrial rinsing equipment
Polishing	Twice a week	Non-Skid Polish
Stripping	6 Monthly	Chemicals
Vacuuming (carpets only)	Twice a week	Vacuuming Machine
Walls	Weekly	Chemicals
Windows & Window Sills	Weekly	Chemicals
Doors, Doorframes and Handles	Weekly	Chemicals
Furniture	Twice a week	Furniture Polish
Walkways		
		Replenish kitchen stock from the designated storeroom to all kitchen facilities (refill tea, coffee, sugar, and milk in the kitchen), offload, maintain and fill-up always drinking water services points with drinking water
Kitchen stock	Daily	
Sweeping	Daily	Broom
		All cleaning personnel to be properly searched, declare personal belongings e.g office equipment, cleaning services, tools, chemicals etc. at the security gate.
Security Checks	Daily	
Toilets		
Floors		
Sweeping	Daily	Broom
Mopping	Daily	Chemicals and Industrial rinsing equipment
Walls	Weekly	Chemicals
Windows & Windowsills	Weekly	Chemicals
Doors, Doorframes and	Weekly	Chemicals

Handles		
Furniture	Twice per week	Furniture Polish
Waste Bins	Daily	Plastic Bin Liners * Wipe
Kitchen and recreation areas	Frequency	Cleaning Method
Floors		
Sweeping	Daily	Broom
Mopping	Daily	Chemicals and Industrial rinsing equipment
Polishing	Daily	Non-Skid Polish
Stripping	6 Monthly	Chemicals
Walls	Weekly	Chemicals
Windows & Window Sills	Daily	Chemicals
Doors, Doorframes and Handles	Weekly	Chemicals
Waste Bins	Daily	Plastic bin liners and Wipe
Basin	Three times a Week	Cloth and Chemicals
Dishes	Three times a Week	Cloth and Chemicals
Maintain kitchen stock	Daily	Refill tea, coffee, sugar and milk
Boardrooms	Daily	Sweep, Plastic bin and Wipe
Floors		
Sweeping	Daily	Broom
Mopping	Daily	Chemicals and Industrial rinsing equipment
Polishing	Daily	Non Skid Polish
Stripping	6 Monthly	Chemicals
Walls	Weekly	Chemicals
Windows & Windowsills	Daily	Chemicals
Doors, Doorframes and Handles	Weekly	Chemicals
Waste Bins	Daily	Plastic bin liners and Wipe
Surroundings		
All park homes around Mogolo building site plus three (3) additional park-homes that will arrive in February 2026 on site		Sweeping (chicken parade style) Chemicals & Replace bin liners
Area around building	Daily	

4. JOB RELATED AND SAFETY REQUIREMENTS

Dirty water must be emptied outside buildings and not in gully, toilets, urinals, or washbasins.

All safety equipment must be supplied by the *Contractor*

All cleaning chemicals must be environmentally friendly.

The *Contractor* must produce and always keep in his records a list of hazardous chemical substances

The *Contractor* must have a material safety data sheet for all cleaning chemical substances that will be used on site. These chemicals are to be stored as per the occupational health and safety requirement.

The *Contractor* must do a risk assessment on all tasks related to their service. Proof of employee knowledge of the risk assessment outcomes to be available on request.

4.1 The *Contractor* must take note of the following risks in carrying out the service on site:

- Hydro boils contain boiling water
- All electrical plugs are not to be tempered with.
- Cutlery may break when being washed and result in injury.

4.2 Employer's Requirement of the service:

The cleaning of the Group Capital Department Division (GCD) offices and surrounding areas at Kendal Power Station, for cleaning the offices, kitchens, boardrooms, storerooms, toilets and Park homes.

The *Contractor* shall make provision of all the required equipment and consumables to provide the service.

4.3 COVID-19 Regulations

The supplier complies fully with the regulations and procedures stipulated in the National Disaster Management Act, 2002 (Act no. 57 of 2002). The Supplier also comply fully with any regulations that the Employer specifically has put in place as a response to COVID-19 pandemic.

4.4 CONSUMABLES

- Dishwasher soap
- Pine-gel
- Thick bleach
- Multipurpose cleaner
- Bin Plastic bag
- Refuse black bags
- Toilet paper (2 ply)
- Paper towels
- DEO blocks
- Wet wipes (sanitiser wipes)
- Furnisher polish
- Air – freshener spray

Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
ERA	Execution Release Approval
GCD	Group Capital Division
OBL	Outside battery limits
SHE	Safety Health and Environment
N/A	Not Applicable
SLA	Service Level Agreement

5 Management strategy and start up.

The *Contractor's* plan for the *service*

6.1 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	First Monday of each month daily	Teams or Mogolo GCD Boardroom	<i>Contract Service Manager and Contractor</i>
Overall contract progress and feedback	Monthly date prior the Assessment at 9:00am	Teams or Mogolo GCD Boardroom	<i>Employer, and Contractor</i>

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

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

6.2 *Contractor's* management, supervision and key people

The *Contractor* to provide the organogram for the site personnel as well as for the head office to ensure that incidents and any other urgent requirements can be communicated timeously without delays and for urgent response.

The *Contractor* to ensure that a trained *Supervisor* is on site for the management of the day- to-day activities and to ensure that contractual obligations are met timeously without delays. The Health & Safety Officer is required to be onsite twice per week to address the weekly reporting of Man-Hours, Hazardous Material Register and incident management.

6.3 Provision of bonds and guarantees

N/A

4.4 Documentation control

The *Contractor* to ensure that the following is updated and submitted to the *Service Manager* weekly:

- List of Hazardous material stored for the purpose of performing the service
- Procurement Plan for the required material and relevant documentation.
- Monthly time sheet for each Contractor employee with hours worked and leave taken.
- Quarterly report on required and statutory training for Contractor by key personnel and other employees
- Safety file must comply with the legal requirements of the employer

6.5 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 invoicesqrpcapitalOTH@eskom.co.za, and copied Kendal Finance Team and copy *Service Manager/ Contracts Manager*.

Invoice must include this information:

- Tax invoice should be addressed to Eskom Holdings SOC LTD
- 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:
- *Contractor's* banking details
- Add procedures for invoice submission and payment (e. g. electronic payment instructions)

Contract change management

There are no additional requirements to the compensation event clause

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

Not Applicable

Insurance provided by the *Employer*

Refer to the contract document, section 8 (Risks and Insurance) of part C1 2a (Data by the *Employer*).

Training workshops and technology transfer

The *Contractor* to train their employees on all Statutory and formal training required as per the OHS Act.

Design and supply of Equipment

The *Contractor* shall supply their own equipment

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

All consumables and Equipment that are procured and delivered on site must be left with the *Employer*.

Information and other things

The *Contractor* must record all material data sheet for all material procured and used for the purpose of the works

Management of work done by Task Order

Not Applicable

Health and safety, the environment and quality assurance

Health and safety risk management

The *Contractor* shall comply with SHE requirements contained in SHE specification 240-82421117 (Safety Health and Environmental Specification for Kendal Coal & Clean Technology Project). The objective criteria during evaluations will be used for this project.

Environmental constraints and management

The Contractor shall comply with SHE requirements contained in SHE specification 240-82421117 (Safety Health and Environmental Specification for Kendal CCT Project). The objective criteria during evaluations will be used for this project

Quality assurance requirements

The *Contractor* shall comply with for this project. The Contractor shall comply with the Quality requirements contained in procedure 240-105658000 (Supplier Quality Management Specification). The objective criteria during evaluations will be used for this project

Procurement

N/A

BBBEE and preferencing scheme

The *Contractor* must maintain EME level 1 Broad Based Black Economic Empowerment (B-BBEE) throughout the contract duration.

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

Not Applicable.

People

Minimum requirements of people employed

Specify any constraints relating to people employed to Provide the Service; for example permits for foreigners, training (other than H & S), use of labour from designated areas and industrial relations.

BBBEE and preferencing scheme

N/A

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

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

.
To claim preference points as specific goals, a tenderer must submit the following documentation:

- Valid B-BBEE certificate issued by a SANAS accredited verification agency / sworn affidavit / CIPC affidavit.

- Joint-ventures (Jv) must submit B-BBEE Certificate from a SANAS Accredited verification agent in the name of the JV. Sworn Affidavits are not acceptable for JV's and may result zero scoring on points.

- Proof of ownership (CIPS documentation) and breakdown of Shareholding information

- Certified ID copies of shareholder(s)

A tenderer failing to documentation for the allocation of preference points will not be disqualified, but-

may only score points out of 80 for price scores zero points out of 20 for specific goals.

-

Opportunities and Upskilling of Employees

Tenderer to indicate number of Jobs to be created and/or retained due to this contract.

The Contractor should ensure that all its General Workers and Semi-Skilled Workers and at least 30% of the skilled workers are recruited from within Phola, Ogies and Witbank.

The *Contractor* shall keep accurate records and provide the *Service Manager/Contracts Manager* with reports on the *Contractor's* actual delivery against the above stated ASGI-SA criteria.

[Elaborate on access to and format of records and frequency of submission etc.]

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

Subcontracting

Preferred subcontractors

Not applicable

Subcontract documentation, and assessment of subcontract tenders

N/A

Limitations on subcontracting

Subcontracting is not applicable for this enquiry.

Attendance on subcontractors

Not applicable

Plant and Materials

Specifications

N/A

Correction of defects

N/A

Contractor's procurement of Plant and Materials

N/A

Tests and inspections before delivery

N/A

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

N/A

Cataloguing requirements by the *Contractor*

N/A

Working on the Affected Property

The *Contractor* is not allowed to use Eskom equipment that are outside of cleaning contract.

The *Contractor* is not allowed to rest in Eskom offices

Employer's site entry and security control, permits and site regulations to be adhered to.

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

The *Contractor* shall adhere to the *Employer's* site entry and security control, permits and site regulations

In addition to the above there may be other restrictions once on the site, plus rules relating to roads, walkways and the provision of barricades

People restrictions, hours of work, conduct and records

The *Contractor* shall be on site at 6:00 am to 3:15 pm Monday to Friday.

The *Contractor* shall work on weekend and public holidays from 07:00 to 16:15pm for deep cleaning as and when required by the employer.

The *Contractor* shall work overtime as and when required by the *Employer*.

Eskom knocking off time from Monday to Thursday is 16:15 and Friday is 12:00pm

Every morning the *Contractor's* employees must have a 15-minute toolbox talk before starting to work.

The *Contractor* has a tea break at 09:00 to 09:20 and lunch break from 12:00pm to 12:30pm.

Health and safety facilities on the Affected Property

Section 3 deals with contractual H & S requirements in addition to those of the OHSA Act. This section allows the *Employer* to state what measures are to be taken on the Affected Property by describing where First Aid facilities provided by the *Employer* are located and any other emergency arrangements. Do not use if already addressed in 2.3.

Environmental controls, fauna & flora

This sub-paragraph may not be required in a service contract or if these matters are dealt with in the general environmental requirements referred to in section 3 above.

Cooperating with and obtaining acceptance of Others

This sub-paragraph could be used to deal with two issues.

- 1) The cross reference from core clause 25.1 about cooperation generally as well as details about Others with whom the *Contractor* may be required to share the Affected Property. See clause 11.2(9) for the definition of Others.
- 2) Requirements for liaison with and acceptance from statutory authorities or inspection agencies.

Records of *Contractor's* Equipment

Equipment coming in and out of Eskom's site will be registered and be released with a gate release register

Equipment provided by the *Employer*

N/A

Site services and facilities

Provided by the *Employer*

The *Employer* will provide in the way of power, water, ablutions, fire protection, lighting and storage on the affected property. The *Contractor* shall provide everything else necessary for providing the service

Provided by the *Contractor*

The *Contractor* is to provide in the way of accommodation and office equipment for the *Service Manager* and any restrictions or minimum requirements concerning the *Contractor's* own facilities. The employee will provide changing rooms in a form of a container to accommodate their check-in changing rooms, checkout, tea and lunch time rest space.

Control of noise, dust, water and waste

No measure

Hook ups to existing works

N/A

Tests and inspections

Description of tests and inspections

Daily Cleaning check sheet will be used

Materials facilities and samples for tests and inspections

The *Contractor* and the *Employer* are to provide an agreed check sheet template.

List of drawings

Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

For now, not applicable

Drawing number	Revision	Title

APPENDIX A

SERIVE LEVEL TABLE

The office cleaning services for the Construction Management Department (GCD): Service level table

OFFICES (18%)	Planned	Actual
• Dustbins are emptied daily.	100.00%	
• Office furniture is dusted daily.	100.00%	
• Office furniture is polished once a week.	100.00%	
• Floor tiles are washed daily.	100.00%	
• Chairs are washed on request.	100.00%	
• Windows are washed internally and externally once every two weeks.	100.00%	
• Window-sills are dusted daily.	100.00%	
• Walls are cleaned twice every month.	100.00%	
• Where applicable, floors are scrubbed as required.	100.00%	
• Ceilings, Light fittings and filing cabinets are dusted once a week.	100.00%	
• Electronic office equipment is wiped twice a week.	100.00%	
• Doors are wiped internally and externally twice a week.	100.00%	
• Entrance areas are cleaned daily.	100.00%	
• Dustbins are cleaned weekly and when requested	100.00%	
• Carpets are washed on requested.	100.00%	
Sub Total	18.00%	0.00%
KITCHENS (18%)		
• All the crockery is properly washed daily.	100.00%	
• Dustbins are emptied daily, as and when required.	100.00%	
• Dustbins are washed out twice weekly.	100.00%	
• Cupboard shelves are unpacked and washed out weekly.	100.00%	
• Electronic appliances are cleaned daily.	100.00%	
• Fridges are unpacked and cleaned inside weekly.	100.00%	

• Sinks should always be clean.	100.00%	
• Dishes are washed daily	100.00%	
• Paper towels are placed	100.00%	
• Dish clothes are kept clean at all the time	100.00%	
Sub Total	18.00%	0.00%
TOILETS (18%)		
• Toilets are to be cleaned twice daily and kept clean all the time.	100.00%	
• Liquid detergent is to be used to wash the toilet pots daily	100.00%	
• An effective germicidal solution is sprayed daily.	100.00%	
• Disinfectant wipes for toilet seats are placed in each toilet.	100.00%	
• Paper towels are placed	100.00%	
• 3 roll of toilet paper are placed in each toilet.	100.00%	
• All washbasins surfaces and taps are cleaned twice daily with liquid detergent and kept clean at all the time.	100.00%	
• The underside of the basin and associated pipe work are cleaned every day with detergent.	100.00%	
• Internal walls and floors are washed with an antiseptic solution daily.	100.00%	
• Doors are wiped internally and externally daily.	100.00%	
• Urinal in men's toilets is cleaned twice daily and kept clean at all the time.	100.00%	
• Deo blocks must always kept in the urinals	100.00%	
Sub Total	18.00%	0.00%

CLEANING EQUIPMENT/ METHOD OF CLEANING (18%)		
Materials and allied sundry services (9%)		
• The Supplier supplies and installs lockable toilet roll holders for toilets (3 rolls per lockable holder) and ensures they are adequately replenished.	100.00%	
• The Supplier supplies and installs lockable hand paper holder for the toilets and ensures that they are replenished at all times.	100.00%	
• The Supplier supplies disposal bins for used paper towels. These must be emptied twice daily.	100.00%	
• The Supplier must provide sanitary dispensers/ bins for the ladies toilets and ensure that the contents are disposed-off appropriately. Supplier to supply proof that these have been disposed-off in an appropriate manner.	100.00%	
• The Supplier supplies and installs hand soap dispensers and ensures that the soap is always filled up.	100.00%	
• The Supplier is responsible for the paper towels and ensures that the dispensers have sufficient towels daily.	100.00%	
Sub Total	9.00%	0.00%
Supplier Control of Consumables (9%)		
• The Supplier purchases all the consumables	100.00%	
• Proof of purchase must be submitted to the Employer.	100.00%	

• The Supplier must keep records of all consumables issued per day copy to must be submitted to a contract supervisor.	100.00%	
• The Supplier manages the store of consumables to provide the Services, contract supervisor to monitor the storeroom.	100.00%	
• The payment for the consumables will only be affected using the reconciliation results done monthly.	100.00%	
• Consumables will be paid on actual cost plus fee. The fee is stipulated in the price list and includes all costs associated with procuring, delivering and control.	100.00%	
• All chemicals in the store room and in the kitchen to be labelled	100.00%	
Sub Total	9.00%	0.00%
SUPPLIER'S CLEANING STAFF (18%)		
• The Supplier employs sufficient staff to ensure that the cleaning is done in the allowed time.	100.00%	
• Cleaning is only permitted during working hours.	100.00%	
• The Supplier supplies proof that employees performing a task have been trained on the task and the use of all associated equipment. Proof of such training is kept and made available to the Employer on request.	100.00%	
• The Supplier supplies all personal protective equipment (PPE) such as; hard hats, safety shoes, dust masks, overalls, ear plugs, hand gloves, etc. Proof of training for using PPE must be provided on request.	100.00%	
• The Supplier's staff wears uniquely identifiable clothing at all times which identifies the Supplier.	100.00%	
• Under no circumstance will the Supplier's personnel wear Employer's overalls and hard hats.	100.00%	
• The Supplier ensures that the adequate supervision of staff happens at all times.	100.00%	
• Equipment used for cleaning toilets shall NOT be used for cleaning offices and kitchens.	100.00%	
• Supplier shall provide kitchen and office for the staff.	100.00%	
• Personnel are not allowed to use Eskom equipment.	100.00%	
• Personnel are not allowed to rest in Eskom offices.	100.00%	

• The <i>Contractor</i> is expected to be on site at 06:00am to 15:15pm From Monday to Friday.	100.00%	
• The <i>Contractor</i> shall work overtime as and when required by the <i>Employer</i> .	100.00%	
• The <i>Contractor</i> shall work on weekend and public holidays from 07:00 to 16:15pm for deep cleaning as and when required by the <i>Employer</i> .	100.00%	

• Eskom knocking-off time from Monday to Thursday is 16:15pm, on Friday it is 12:00pm.	100.00%	
• Every morning staff must have 15 minutes tool box talk before starting to work.	100.00%	
• Personnel shall have a tea break at 09:00 to 09:20 am and lunch from 12:00 to 12:30.	100.00%	
Sub Total	18.00%	0.00%
OTHER (10%)		
• To be set by the Service Manager at his / her discretion	10.00%	0.00%
TOTAL SERVICE LEVEL	100.00%	0.00%