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

and

(Reg No. _________)

for The office cleaning services for the Construction Management Department (CMD), Group Capital at Matla Power Station

<table>
<thead>
<tr>
<th>Contents</th>
<th>No of pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part C1 Agreements &amp; Contract Data</td>
<td>[●]</td>
</tr>
<tr>
<td>Part C2 Pricing Data</td>
<td>[●]</td>
</tr>
<tr>
<td>Part C3 Scope of Work</td>
<td>[●]</td>
</tr>
</tbody>
</table>

CONTRACT No.
**PART C1: AGREEMENTS & CONTRACT DATA**

<table>
<thead>
<tr>
<th>Contents</th>
<th>No of pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1.1 Form of Offer and Acceptance</td>
<td></td>
</tr>
<tr>
<td>C1.2a Contract Data provided by the Employer</td>
<td></td>
</tr>
<tr>
<td>C1.2b Contract Data provided by the Contractor</td>
<td></td>
</tr>
</tbody>
</table>
C1.1 Form of Offer & Acceptance

Offer

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

The office cleaning services for the Construction Management Department (CMD), Group Capital at Matla Power Station

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.

<table>
<thead>
<tr>
<th>Options A or C</th>
<th>The offered total of the Prices exclusive of VAT is</th>
<th>R [●]</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Sub total</td>
<td>R [●]</td>
</tr>
<tr>
<td></td>
<td>Value Added Tax @ 14% is</td>
<td>R [●]</td>
</tr>
<tr>
<td></td>
<td>The offered total of the amount due inclusive of VAT is</td>
<td>R [●]</td>
</tr>
<tr>
<td>(in words)</td>
<td></td>
<td>[●]</td>
</tr>
</tbody>
</table>

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

Date

Tenderer’s CIDB registration number:

---

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

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s) ________________________________ ________________________________

Capacity ________________________________ ________________________________

for the Employer

Eskom Holding SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg, 2199

Name & signature of witness ________________________________

Date ________________________________

PART C1: AGREEMENT & CONTRACT DATA

PAGE 2

C1.1 TSC3 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.

<table>
<thead>
<tr>
<th>No.</th>
<th>Subject</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
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<td>3</td>
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<td>4</td>
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<td>5</td>
<td></td>
<td></td>
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<tr>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Name</th>
<th>Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

On behalf of

(Insert name and address of organisation)

<table>
<thead>
<tr>
<th>Name &amp; signature of witness</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For the Employer

<table>
<thead>
<tr>
<th>Eskom Holding SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg, 2199</th>
</tr>
</thead>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
</table>

PART C1: AGREEMENT & CONTRACT DATA PAGE 3 C1.1 TSC3 FORM OF OFFER AND ACCEPTANCE
## C1.2 TSC3 Contract Data

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

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

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>General</strong></td>
</tr>
<tr>
<td></td>
<td>The <em>conditions of contract</em> are the core clauses and the clauses for main Option:</td>
</tr>
<tr>
<td></td>
<td><strong>A</strong>: Priced contract with price list</td>
</tr>
<tr>
<td></td>
<td><strong>W1</strong>: Dispute resolution procedure</td>
</tr>
<tr>
<td></td>
<td><strong>X1</strong>: Price adjustment for inflation</td>
</tr>
<tr>
<td></td>
<td><strong>X2</strong>: Changes in the law</td>
</tr>
<tr>
<td></td>
<td><strong>X17</strong>: Low service damages</td>
</tr>
<tr>
<td></td>
<td><strong>X18</strong>: Limitation of liability</td>
</tr>
<tr>
<td></td>
<td><strong>Z</strong>: <em>Additional conditions of contract</em></td>
</tr>
</tbody>
</table>

of the NEC3 Term Service Contract April 2013¹ (TSC3)

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.1</td>
<td><strong>The Employer is (name):</strong> 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</td>
</tr>
<tr>
<td></td>
<td><strong>Address</strong> Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</td>
</tr>
<tr>
<td>10.1</td>
<td><strong>The Service Manager is (name):</strong> Pule Ramathesele</td>
</tr>
<tr>
<td></td>
<td><strong>Address</strong> Old Ogies/Delmas Road Private Bag X5012 KRIEL 2271</td>
</tr>
<tr>
<td></td>
<td><strong>Tel</strong> +27 17 612 6150</td>
</tr>
<tr>
<td></td>
<td><strong>Fax</strong> +27 86 667 5766</td>
</tr>
<tr>
<td></td>
<td><strong>e-mail</strong> <a href="mailto:sammy.ramath@eskom.co.za">sammy.ramath@eskom.co.za</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
</tr>
</thead>
<tbody>
<tr>
<td>11.2(2)</td>
<td><strong>The Affected Property is</strong> Thandanani building 1 &amp; 2, Procurement building, Document control office, review room, GTD park home, Safety park home, Gx Coal projects offices(MP) and associated park homes.</td>
</tr>
</tbody>
</table>

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za
11.2(13) The service is Cleaning of the offices, kitchen, toilets and boardrooms and supply of consumables as stated in the Works Information

11.2(14) The following matters will be included in the Risk Register Hazardous Material and Risks & Control Measures

11.2(15) The Service Information is in Part 3: Scope of Work and all documents and drawings to which it makes reference.

12.2 The law of the contract is the law of the Republic of South Africa

13.1 The language of this contract is English

13.3 The period for reply is One (1) week

2 The Contractor's main responsibilities Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data

21.1 The Contractor submits a first plan for acceptance within Two (2) weeks of the Contract Date

3 Time

30.1 The starting date is. 01 January 2018

30.1 The service period is Twenty four (24) 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 assessment interval is between the 21st and 25th day of each successive month.

51.1 The currency of this contract is the South African Rand

51.2 The period within which payments are made is Four (4) weeks.

51.4 The interest rate is the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and

(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor
Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted mutatis mutandis 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 Employer’s risks

Strike, riots and civil commotion not confined to contractors’ employees.

83.1 The Employer provides these Insurances from the Insurance Table

as stated for “Format TSC3” available on
http://www.eskom.co.za/Tenders/InsurancePolicies
Procedures/Pages/EIMS_Policies_
From_1_April_2014_To_31_March_2015.aspx
(See Annexure A for basic guidance).

83.1 The Employer provides these additional Insurances

as stated for “Format TSC3” available on
http://www.eskom.co.za/Tenders/InsurancePolicies
Procedures/Pages/EIMS_Policies_
From_1_April_2014_To_31_March_2015.aspx
(See Annexure A for basic guidance).

83.1 The Contractor provides these additional Insurances:

Whatever the Contractor deems necessary in addition to that provided by the Employer.

83.1 The minimum amount of cover for insurance against loss and damage caused by the Contractor to the Employer’s property is

the amount of the deductibles relevant to the event described in the “Format TSC3” insurance policy available on
http://www.eskom.co.za/Tenders/InsurancePolicies
Procedures/Pages/EIMS_Policies_
From_1_April_2014_To_31_March_2015.aspx

83.1 The insurance against loss of or damage to the works, Plant and Materials is to include cover for Plant and Materials provided by the Employer for an amount of

Not applicable.

83.1 The minimum amount of cover for
insurance in respect of loss of or damage to property (except the Employer’s property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising from or in connection with the Contractor’s Providing the Service for any one event is: whatever the Contractor deems necessary in addition to that provided by the Employer.

| 83.1 | The minimum limit of indemnity for insurance in respect of death or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is: |
| As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Contractor’s common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands). |

9 Termination

There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.

10 Data for main Option clause

A Priced contract with price list

| 20.5 | The Contractor prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than Four (4) weeks. |

11 Data for Option W1

W1.1 The Adjudicator

the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).

W1.2(3) The Adjudicator nominating body 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 tribunal is:

arbitration

W1.4(5) The arbitration procedure 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
- if the arbitration procedure does not state who selects an arbitrator, is

the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

12 Data for secondary Option clauses

X1 Price adjustment for inflation

| 1.1 | The base date for indices is October 2017 |
The proportions used to calculate the Price Adjustment Factor are:

<table>
<thead>
<tr>
<th>Proportion</th>
<th>Linked to Index for</th>
<th>Index Prepared by</th>
</tr>
</thead>
<tbody>
<tr>
<td>80.00</td>
<td>Labour Table C3</td>
<td>SEIFSA Table</td>
</tr>
<tr>
<td>05.00</td>
<td>PPI for Chemicals</td>
<td>STATSSA</td>
</tr>
<tr>
<td></td>
<td>Table 1</td>
<td></td>
</tr>
<tr>
<td>05.00</td>
<td>Ps &amp; Gs and</td>
<td>SEIFSA Table</td>
</tr>
<tr>
<td></td>
<td>transport,</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Table L-2</td>
<td></td>
</tr>
<tr>
<td>10.00</td>
<td>Non-adjustable</td>
<td></td>
</tr>
<tr>
<td>100.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 service level table is in

<table>
<thead>
<tr>
<th>Amount</th>
<th>Performance level</th>
</tr>
</thead>
<tbody>
<tr>
<td>R500,00</td>
<td>for inadequate services:</td>
</tr>
<tr>
<td></td>
<td>• Irregular supply of consumables.</td>
</tr>
</tbody>
</table>

X18 Limitation of liability

X18.1 The Contractor's liability to the Employer for indirect or consequential loss is limited to

X18.2 For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to

X18.3 The Contractor's liability for Defects due to his design of an item of Equipment is limited to

X18.4 The Contractor's total liability to the Employer, for all matters arising under or in connection with this contract, other than the total of the Prices other than for the additional excluded matters.
the excluded matters, is limited to

The Contractor’s total liability for the additional excluded matters is not limited.

The additional excluded matters are amounts for which the Contractor 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 or damage to property (other than the Employer’s property, Plant and Materials),
- Death of or injury to a person and
- Infringement of an intellectual property right.

X18.5 The end of liability date is

Zero months after the end of the service period.

Z The additional conditions of contract are

Z1 to Z11 always apply.

Z1 Cession delegation and assignment

Z1.1 The Contractor does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the Employer.

Z1.2 Notwithstanding the above, the Employer may on written notice to the Contractor cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

Z2.1 If the Contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the Employer for the performance of this contract.

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

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

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

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

Z3.2 The Contractor is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the Service Manager within thirty days of the notification or as otherwise instructed by the Service Manager.
Z3.3 Where, as a result, the Contractor's B-BBEE status has decreased since the Contract Date the Employer may either re-negotiate this contract or alternatively, terminate the Contractor's obligation to Provide the Service.

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

Z4 Ethics

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

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

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

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

Z5 Confidentiality

Z5.1 The Contractor does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the Contractor, enters the public domain or to information which was already in the possession of the Contractor at the time of disclosure (evidenced by written records in existence at that time). Should the Contractor disclose information to Others in terms of clause 25.1, the Contractor ensures that the provisions of this clause are complied with by the recipient.

Z5.2 If the Contractor is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the Service Manager.

Z5.3 In the event that the Contractor is, at any time, required by law to disclose any such information which is required to be kept confidential, the Contractor, to the extent permitted by law prior to disclosure, notifies the Employer so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the Contractor may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z5.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the service period, requires the prior written consent of the Service Manager. All rights in and to all such images vests exclusively in the Employer.

Z5.5 The Contractor ensures that all his subcontractors abide by the undertakings in this clause.
Z6 Waiver and estoppel: Add to core clause 12.3:

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

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

Z7.1 The Contractor undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the service. Without limitation the Contractor:

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

Z7.2 The Contractor, in and about the execution of the service, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the Contractor’s direction and control, likewise observe and comply with the foregoing.

Z8 Provision of a Tax Invoice and interest. Add to core clause 51

Z8.1 Within one week of receiving a payment certificate from the Service Manager in terms of core clause 51.1, the Contractor provides the Employer with a tax invoice in accordance with the Employer’s procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.

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

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

Z9 Notifying compensation events

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

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

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

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

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

Z11.1 or had a business rescue order granted against it.
Annexure A: Insurance provided by the Employer

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

1. Services provided in a TSC3 contract could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the Employer's "works" type policy which may be in place for the Employer's portion of the Affected Property concerned or against the Employer's assets policy which may be in place for the Employer's portion of the Affected Property concerned, or both.

2. The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the Affected Property and the nature of the insurable event.

3. The Contractor is required in terms of Contract Data for clause 83 to provide cover for the deductibles in the insurance provided by the Employer. This can be provided from his own resources on a 'self insured' basis or obtained by him from his own insurers. In order to assess the extent of this cover, tendering contractors and their brokers should consult the internet web link given below and scroll to 'Format TSC3' to establish both the cover and the deductibles in relation to the service provided in terms of this contract.

4. Tendering contractors should note that cover provided by the Employer is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 83.2. In terms of clause 83.1 "the Contractor provides the insurances stated in the Insurance Table except any insurance which the Employer is to provide". Hence the Contractor provides insurance which the Employer does not provide and in cases where the Employer does provide insurance the Contractor insures for the difference between what the Insurance Table requires and what the Employer provides.

5. If Marine insurance is required the Contractor needs to obtain a copy of the latest edition of Eskom's Marine Policies Procedures found at internet website given below.

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

http://www.eskom.co.za/Tenders/insurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
C1.2 Contract Data

Part two - Data provided by the Contractor

Notes to a tendering contractor:

1. Please read both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)\(^1\) in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
3. Where a form field like this [ ] appears, data is required to be inserted relevant to the option selected. Click on the form field once and type in the data. Otherwise complete by hand and in ink.

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

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

\(^1\) Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za
Experience:

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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
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<tr>
<td>A</td>
<td>Priced contract with price list</td>
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<td></td>
<td>11.2(12) The price list is in</td>
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<tr>
<td></td>
<td>11.2(19) The tendered total of the Prices is R</td>
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<tr>
<td>C</td>
<td>Target contract with price list</td>
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<tr>
<td></td>
<td>11.2(12) The price list is in</td>
</tr>
<tr>
<td></td>
<td>11.2(20) The tendered total of the Prices is R</td>
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<tr>
<td>E</td>
<td>Cost reimbursable contract</td>
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<td></td>
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PART 2: PRICING DATA
TSC3 Option A

<table>
<thead>
<tr>
<th>Document reference</th>
<th>Title</th>
<th>No of pages</th>
</tr>
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<tr>
<td>C2.1</td>
<td>Pricing assumptions: Option A</td>
<td>2</td>
</tr>
<tr>
<td>C2.2</td>
<td>The price list</td>
<td>1</td>
</tr>
</tbody>
</table>
C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

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

Identified and defined terms

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>11.2</td>
</tr>
</tbody>
</table>

(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.

2. Function of the Price List

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

3. Link to the Contractor’s plan

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

4. Preparing the price list

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

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

4.1. Format of the price list

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

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

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

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

If the Contractor is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected Quantity column.
## C2.2 the price list

<table>
<thead>
<tr>
<th>Item nr</th>
<th>Description</th>
<th>Unit</th>
<th>Expected Quantity</th>
<th>Rate</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Preliminaries and General</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Site establishment</td>
<td>Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>Site de-establishment</td>
<td>Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>Office and Storage Sheds</td>
<td>Month</td>
<td>24</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4</td>
<td>Tools and Equipment</td>
<td>Month</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>1.5</td>
<td>Transport (site establish and site de-establish)</td>
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<td>2</td>
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</tr>
<tr>
<td>2.</td>
<td>Safety, Health &amp; Environment (SHE)</td>
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<td>2.1</td>
<td>Medical Entry</td>
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<td>2.2</td>
<td>Annual Medical Assessment</td>
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<td></td>
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<tr>
<td>2.3</td>
<td>Medical Exit</td>
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<td></td>
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<tr>
<td>2.4</td>
<td>PPE</td>
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<td>3.</td>
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<td>3.1</td>
<td>Supervisor</td>
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<tr>
<td>3.2</td>
<td>General Worker</td>
<td>Hrs</td>
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<tr>
<td>4.</td>
<td>Consumables</td>
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<td></td>
</tr>
<tr>
<td>4.1</td>
<td>Provision for Consumables</td>
<td>Month</td>
<td>24</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>Fee% for consumables</td>
<td>Month</td>
<td>24</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The total of the Prices

---

**PART C2: PRICING DATA**

**PAGE 1**

**C2.2 TSC3/A PRICE LIST**
PART 3: SCOPE OF WORK

<table>
<thead>
<tr>
<th>Document reference</th>
<th>Title</th>
<th>No of pages</th>
</tr>
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<td>1</td>
</tr>
<tr>
<td>C3.1</td>
<td>Employer's Service Information</td>
<td></td>
</tr>
<tr>
<td>C3.2</td>
<td>Contractor's Service Information</td>
<td>8</td>
</tr>
</tbody>
</table>

Total number of pages: 9
C3.1: EMPLOYER'S SERVICE INFORMATION

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     1.2 Employer's requirements for the service ................................................................... 6
     1.3 Interpretation and terminology .................................................................................. 6
  2 Management strategy and start up .................................................................................. 7
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     2.2 Management meetings .............................................................................................. 7
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1 Description of the service

1.1 Executive overview

The office cleaning services for the Construction Management Department (CMD), Group Capital at Matla Power Station.

OFFICES
- Dustbins are emptied daily.
- Office furniture is dusted daily.
- Office furniture is polished once a week.
- Floor tiles are washed daily.
- Chairs are washed on request.
- Windows are washed internally and externally once every two weeks.
- Window-sills are dusted daily.
- Walls are cleaned twice every month.
- Where applicable, floors are scrubbed as required.
- Ceilings, Light fittings and filing cabinets are dusted once a week.
- Electronic office equipment is wiped twice a week.
- Doors are wiped internally and externally twice a week.
- Entrance areas are cleaned daily.
- Dustbins are cleaned weekly and when requested
- Carpets are washed on requested.

KITCHENS
- All the crockery is properly washed daily.
- Dustbins are emptied daily, as and when required.
- Dustbins are washed out twice weekly.
- Cupboard shelves are unpacked and washed out weekly.
- Electronic appliances are cleaned daily.
- Fridges are unpacked and cleaned inside weekly.
- Sinks should always be clean.
- Dishes are washed daily
- Paper towels are placed
- Dish clothes are kept clean at all the time

TOILETS
- Toilets are to be cleaned twice daily and kept clean all the time.
- Liquid detergent is to be used to wash the toilet pots daily
- An effective germicidal solution is sprayed daily.
- Disinfectant wipes for toilet seats are placed in each toilet.
- Paper towels are placed
- 3 roll of toilet paper are placed in each toilet.
- All washbasins surfaces and taps are cleaned twice daily with liquid detergent and kept clean at all the time.
- The underside of the basin and associated pipe work are cleaned every day with detergent.
- Internal walls and floors are washed with an antiseptic solution daily.
- Doors are wiped internally and externally daily.
- Urinal in men's toilets are cleaned twice daily and kept clean at all the time.
- Deo blocks must always kept in the urinals
CLEANING EQUIPMENT/ METHOD OF CLEANING

The supplier makes provision of all the required equipment and consumables to provide the Service.

Materials and allied sundry services
- The Supplier supplies and installs lockable toilet roll holders for toilets (3 rolls per lockable holder) and ensures they are adequately replenished.
- The Supplier supplies and installs lockable hand paper holder for the toilets and ensures that they are replenished at all times.
- The Supplier supplies disposal bins for used paper towels. These must be emptied twice daily.
- 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.
- The Supplier supplies and installs hand soap dispensers and ensures that the soap is always filled up.
- The Supplier is responsible for the paper towels and ensures that the dispensers have sufficient towels daily.

Supplier Control of Consumables
- The Supplier purchases all the consumables.
- Proof of purchase must be submitted to the Employer.
- The Supplier must keep records of all consumables issued per day copy to must be submitted to a contract supervisor.
- The Supplier manages the store of consumables to provide the Services, contract supervisor to monitor the store room.
- The payment for the consumables will only be affected using the reconciliation results done monthly.
- 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.
- All chemicals in the store room and in the kitchen to be labelled.

SUPPLIER'S CLEANING STAFF

- The Supplier employs sufficient staff to ensure that the cleaning is done in the allowed time.
- Cleaning is only permitted during working hours.
- 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.
- 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.
- The Supplier's staff wears uniquely identifiable clothing at all times which identifies the Supplier.
- Under no circumstance will the Supplier's personnel wear Employer's overalls and hard hats.
- The Supplier ensures that the adequate supervision of staff happens at all times.
- Equipment used for cleaning toilets shall NOT be used for cleaning offices and kitchens.
- Supplier shall provide kitchen and office for the staff.
- Personnel are not allowed to use Eskom equipment.
- Personnel are not allowed to rest in Eskom offices.
- Personnel are expected to be on site at 07:00am From Monday to Friday.
- Eskom knocking-off time from Monday to Thursday is 04:15pm, on Friday it is 12:00pm.
- Every morning staff must have 15 minutes tool box talk before starting to work.
- Personnel shall have a tea break at 10:00 to 10:20 and lunch from 12:00 to 12:30.

CHECK SHEET
The Supplier provides a check sheet in each area and this is kept in a specific location where it is visible at all times. Proposed format of the check sheets submitted to the Employer one week after the contract is awarded. The check sheet will contain the following information as minimum:

- Identification of area
- Daily date column
- Time column
- Signature of cleaner
- Column for comments

The above check sheet is applicable is for daily schedule and per month period. The cleaner must sign and record the time on a daily basis after completion of each task.

- Copy of the distribution list for consumables to be submitted to the contract supervisor daily

**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 Supplier.
- All cleaning chemicals must be environmentally friendly.
- The Supplier must produce and always keep in his records a list of all hazardous chemical substances and a controller must always be on site. The Supplier 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 occupational health and safety requirement.
- The Supplier 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.

The Supplier 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 tampered with.
- Cutlery may break when being washed and may result in injury.

### 1.2 Employer's requirements for the service

The cleaning of offices for Matla Refurbishment Office, Construction Management Department (CMD), Group Capital for cleaning of the offices, kitchens, boardrooms, toilets and storerooms. The supplier shall make provision of all the required equipment and consumables to provide the Services.
2 Management strategy and start up.

2.1 The Contractor's plan for the service

Ensure that offices, boardrooms, storerooms and toilets are cleaned daily as part of the daily activities. Thorough cleaning of walls and chairs shall be conducted at random and when requested.

2.2 Management meetings

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

<table>
<thead>
<tr>
<th>Title and purpose</th>
<th>Approximate time &amp; interval</th>
<th>Location</th>
<th>Attendance by:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Risk register and compensation events</td>
<td>First Monday of each month at 07:30</td>
<td>Matla GCD Boardroom</td>
<td>Contract Service Manager and the contractor.</td>
</tr>
<tr>
<td>Overall contract progress and feedback</td>
<td>Monthly. Date prior the assessment at 13:00</td>
<td>Matla GCD Boardroom</td>
<td>Employer and Contractor</td>
</tr>
</tbody>
</table>

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

The Contractor to ensure that a trained Supervisor is on site to 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 on site twice per week to address the weekly reporting of Man-Hours, Hazardous Material Register and incident management.

2.4 Provision of bonds and guarantees

The form in which a bond or guarantee required by the conditions of contract (if any) is to be provided by the Contractor is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The Employer may withhold payment of amounts due to the Contractor until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the Contractor by the Service Manager to receive and accept such bond or guarantee. Such withholding of payment due to the Contractor does not affect the Employer's right to termination stated in this contract.
2.5 Documentation control

The Contractor to ensure that the following is updated and submitted to the Services Manager and Supervisor weekly:

1. List of Hazardous Material store for the purpose of performing the works.
2. Procurement Plan for the required material and relevant documentation.
3. Monthly time sheet for each Contractor employee with hours worked and leave taken.
4. Quarterly report on required and statutory training for Contractor key personnel and other employees.

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: invoicesgrpcapitalOTH@eskom.co.za, and copied to Calvin Simamane at the following email address - calvin.simamane@eskom.co.za alternatively to Shirley.mashego@eskom.co.za,

and include on each invoice the following information:

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

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

2.7 Contract change management

There are no additional requirements to the compensation event clauses.

2.8 Records of Defined Cost to be kept by the Contractor

Not applicable.

2.9 Insurance provided by the Employer

Refer to the contract document, section 8 (Risks and insurance) of part C 1 2a (Data by Employer).

2.10 Training workshops and technology transfer

The Contractor to train their employees on all Statutory and Formal training required as per the OHSAct.

2.11 Design and supply of Equipment

Contractor will provide their own equipment.

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

2.12.1 Equipment
None.

2.12.2 Information and other things

Record of Material Data Sheet for all material procured and used for the purpose of the works.

2.13 Management of work done by Task Order

Not applicable.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

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

3.2 Environmental constraints and management

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

3.3 Quality assurance requirements

The Contractor shall comply with Quality requirements contained in procedure 240-10658000 (Supplier Quality Management Specification). The Objective criteria during evaluations will be used for this project.

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

Not applicable.

4.1.2 BBBEE and preferencing scheme

The contractor must maintain EME level 1 B-BBEE status throughout the contract duration.

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

Not applicable.

4.2 Subcontracting

4.2.1 Preferred subcontractors

Not applicable

4.2.2 Subcontract documentation, and assessment of subcontract tenders

Not applicable.

4.2.3 Limitations on subcontracting
4.2.4 Attendance on subcontractors
Not applicable.

4.3 Plant and Materials

4.3.1 Specifications
Not applicable.

4.3.2 Correction of defects
Not applicable.

4.3.3 Contractor's procurement of Plant and Materials
Not applicable.

4.3.4 Tests and inspections before delivery
Not applicable

4.3.5 Plant & Materials provided “free issue” by the Employer
Not applicable

5 Working on the Affected Property

- Personnel are not allowed to use Eskom equipment.
- Personnel are not allowed to rest in Eskom offices.
- Employer's site entry and security control, permits, and site regulations to be adhered to.

5.1 People restrictions, hours of work, conduct and records

- Personnel are expected to be on site at 07:00am from Monday to Friday.
- Eskom knock-off time from Monday to Thursday is 04:15pm, on Friday it is 12:00pm.
- Every morning staff must have 15 minutes tool box talk before starting to work.
- Personnel shall have a tea break at 10:00 to 10:20 and lunch from 12:00 to 12:30.

5.2 Health and safety facilities on the Affected Property
Refer to 2.3.

5.3 Environmental controls, fauna & flora
Refer to 2.3.

5.4 Cooperating with and obtaining acceptance of Others
Refer to point 5 and 5.1.
5.5 Records of Contractor's Equipment

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

5.6 Equipment provided by the Employer

Not applicable.

5.7 Site services and facilities

5.7.1 Provided by the Employer

The Employer will provide in the way of power, water, ablutions, fire protection, lighting and storage on the Affected Property.

5.7.2 Provided by the Contractor

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.

5.7.3 Control of noise, dust, water and waste

No measure.

5.8 Hook ups to existing works

Not applicable.

5.9 Tests and inspections

5.9.1 Description of tests and inspections

Daily cleaning check sheet will be used.

5.9.2 Materials facilities and samples for tests and inspections

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

6 List of drawings

Not applicable.