NEC3 Term Service Contract (TSC3)

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

and **( )**

for **THE PROVISION OF FACILITIES MANAGEMENT SERVICES (NON-TECHNICAL SERVICES) FOR ESKOM PROPERTY MANAGEMENT GEMMA CLUSTER (NORTHWEST OPERATING UNIT)**

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CONTRACT No. _____

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

Offer

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

The Provision of Facilities Management Services (Non-Technical Services) for Property Management in the GEMMA Cluster (NWOU)

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	**RATES BASED**
	Sub total	**RATES BASED**
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is[1]	**RATES BASED**

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

Signature(s)

Name(s) .....

Capacity .....

For the tenderer: .....

(Insert name and address of organisation)

Name & signature of witness

Date

[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*			
	(Insert name and address of organisation)		
Name & signature of witness		Date	

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

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

Note:

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

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

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

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

	For the tenderer:	**For the *Employer***
Signature		
Name		
Capacity		
On behalf of	*(Insert name and address of organisation)*	
Name & signature of witness		
Date		

C1.2 TSC3 Contract Data

Part C1.2a - Data provided by the *Employer*

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	**W1: Dispute resolution procedure**
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: *Additional conditions of contract*
	of the NEC3 Term Service Contract April 2013[2] (TSC3)	
10.1	The *Employer* is (name):	**Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa**
	Address	**Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg**
10.1	The *Service Manager* is (name): **Zwelakhe Mbolekwa** 14 Kgwebo St, Waterval East, Rustenburg, 2999 Tel:+27 76 681 4705 e-mail : MbolekZ@eskom.co.za	
11.2(2)	The Affected Property	**Northwest Operating Unit (GEMMA Cluster)**

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

11.2(13)	The *service* is	**The Provision of Facilities Management Services (Non-Technical Services Cleaning, Gardening, Pest Control Hygiene, Waste Management Services and Ad Hoc Vegetation Management) for Dx Property Management in NWOU**
11.2(14)	The following matters will be included in the Risk Register	**Labour strikes, Power supply interruptions or failures, Municipal water interruptions**
11.2(15)	The Service Information is in	**Part 3: Scope of Work and all documents to which it makes reference.**
12.2	The *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	**Five working days**
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	**No contract plan required; however, the contractor must provide copies of the signed contract of employment within one (1) month**
3	**Time**	
30.1	The *starting date* is.	**1 March 2027**
30.1	The *service period* is	**3 Years**
4	**Testing and defects**	**Contractor to test equipment's prior delivery to site of any defects and replace immediately**
5	**Payment**	
50.1	The *assessment interval* is	**No assessment, Task Order will be issued on the 1st day of every month.**
51.1	The *currency of this contract* is the	**South African Rand**
51.2	The period within which payments are made is	**As per contract registration on SAP Four (4) weeks.**
51.3	The *interest rate* is	**(i) the publicly quoted prime rate of interest (calculated on a 365-day year) charged 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**	**Contractor to provide Safety Data Sheet for all cleaning, hygiene and pest control chemicals**
8	**Risks and insurance**	
80.1	These are additional *Employer*'s risks	**1. None**
83.1	The *Employer* provides these insurances from the Insurance Table	

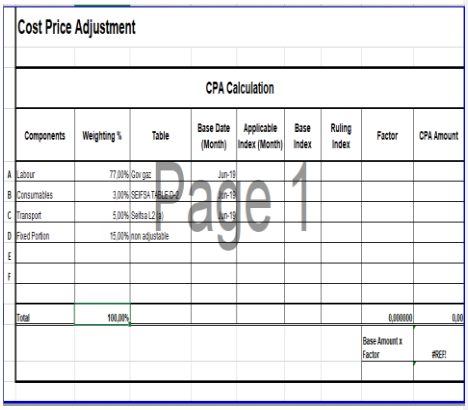
Insurance against	**Minimum amount of cover or minimum limit of indemnity**
Assets All Risk	As per the Eskom Insurance policy document, which is available on request from the Eskom Insurance department.
Project insurance	As per the Eskom Insurance policy document, which is available on request from the Eskom Insurance department.
General and Public Liability	As per the Eskom Insurance policy document, which is available on request from the Eskom Insurance department.
Environmental Liability	As per the Eskom Insurance policy document, which is available on request from the Eskom Insurance department.
Transport (Marine)	As per the Eskom Insurance policy document, which is available on request from the Eskom Insurance department.
Motor Fleet and Mobile Plant	As per the Eskom Insurance policy document, which is available on request from the Eskom Insurance department.

		Terrorism	As per the Eskom Insurance policy document, which is available on request from the Eskom Insurance department.
		Cyber Liability	As per the Eskom Insurance policy document, which is available on request from the Eskom Insurance department.

83.1	The *Contractor* provides these insurances:	**Insurance against**	**Minimum amount of cover or minimum limit of indemnity**
		Loss of or damage caused by the *Contractor* to the *Employer*'s property	The replacement cost where not covered by the *Employer*'s insurance. The Employer's policy Deductible where covered by the *Employer*'s insurance.
		Loss of or damage to Plant and Materials	The replacement cost where not covered by the *Employer*'s insurance. The Employer's policy Deductible where covered by the *Employer*'s insurance.
		Loss of or damage to Equipment	The replacement cost where not covered by the *Employer*'s insurance. The *Employer*'s policy Deductible where covered by the *Employer*'s insurance.
		The *Contractor*'s liability for 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	**Loss of or damage to property** The replacement cost **Bodily injury to or death of a person** The amount required by the applicable law.

		Liability for death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law
9	**Termination**	**Breach of contract, depletion of funds and non-approval for modification by PTC.**	
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 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 *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		
	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**		

X1.1	The *base date* for indices is	**The rates can be adjusted using CPI and Government Gazette yearly (between January and April), upon application from the *Contractor* and approval by the *Employer*. The rate must be calculated as per**
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	**The Service Information C3.1 - 2.14**
X18	**Limitation of liability**	
X18.1	The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to	**Value of the Contract**
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	**The amount of deductibles relevant to the event described in the'' Format A" insurance policy available on request from Eskom Group Insurance.**
X18.3	The *Contractor*'s liability for Defects due to his design of an item of Equipment is limited to	N/A
X18.4	The *Contractor*'s total liability to the *Employer*, 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 *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**



Cost Price Adjustment

CPA Calculation

	Components	Weighting %	Table	Base Date (Month)	Applicable Index (Month)	Base Index	Ruling Index	Factor	CPA Amount
A	Labour	77.00%	Gov gaz	Jun-19					
B	Consumables	3.00%	SEIFSA TABLE B-6	Jun-19					
C	Transport	5.00%	Setfa L2 (a)	Jun-19					
D	Fixed Portion	15.00%	non adjustable						
E									
F									
	Total	100.00%						0,0000000	0,00
								Base Amount x Factor	#REF!

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		• **loss of 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	**Six (6) months after the end of the *service period*.**
X19	**Task Order**	
X19.5	The *Contractor* submits a Task Order programme to the *Service Manager* within One (1) week of receiving the Task Order.	**Contractor shall be issued with a task order 1st day of the month.**
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 an approved vendor data base of the *Employer* as a consequence of such practice.

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

Z5 Confidentiality

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

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

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

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

Z5.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z6 Waiver and estoppel: Add to core clause 12.3:

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

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

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

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

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

Z8 Provision of a Tax Invoice Add to core clause 51

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

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

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

Z9 Notifying compensation events

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

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

Z10 *Employer's* limitation of liability

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

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

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

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

C1.2 Contract Data

Part C1.2b - Data provided by the *Contractor*

Clause	Statement	Data
10.1	The *Contractor* is (Name): Address Tel No. Fax No.	
11.2(8)	The *mark up percentage* is The *subcontracted fee percentage* is	15 % **15 %**
11.2(14)	The following matters will be included in the Risk Register	**Labour Strikes, Power supply Interruptions, Municipal water interruptions**
11.2(15)	The Service Information for the *Contractor*'s plan is in:	**Part 3 Scope of works and all document to which it makes reference.**
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 *price list* is in	**Part C2 – Pricing Data**
11.2(19)	The tendered total of the Prices is	**Rates Based**

Part C2: Pricing Data
TSC3 Option A

Document reference	Title	No of pages
	This cover page	1
C2.1	Pricing assumptions: Option A	2
C2.2	The *price list*	5

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

Identified and defined terms 11 11.2

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

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

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

C2.2 the *price list*

NB: The Service Information listed under Section C3.1, item 1.2.1.1 needs to be included by the *Contractor* when pricing all rates in the *pricelist.*

Notes to the Price List

1. The rates below exclude VAT.
2. The rates offered will remain fixed and firm for the first 12 months of the contract period.
3. Escalation on the cleaner rates may be applied for by the *Contractor* in writing, yearly between January and April, as stipulated by the NCCA (if applicable), government gazette.
4. The CPA Rate applicable will be in line with the inflation rate (CPI), and the *Contractor* should make provision on the tender submission.
5. The escalation will only be applicable from the date of approval.
6. Escalation will not apply to items relating to % Markups
7. **It is the Contractor's responsibility to ensure they pay UIF and Provident Fund for their Employees. Note that this will be monitored quarterly throughout the 36 months. Failure to adhere will result in penalties being applied as stipulated in the table below.**
8. Contractor to claim the shortest safe route as per Google Maps**.**

Commented [KM2]: Complete

Item	Description	Penalty
1.Provident Fund, and UIF	Registration of employees within two (2) months of contract start date, including ongoing compliance for the duration of the contract.	Ten percent (10%) of the submitted invoice. (Credit note must be submitted with the invoice)
2. COID	Registration of employees within two (2) months of contract start date, including ongoing compliance for the duration of the contract.	Ten percent (10%) of the submitted invoice. (Credit note must be submitted with the invoice)
3.Training	Proof of training to be provided within two (2) months of contract start date, including ongoing compliance for the duration of the contract.	Ten percent (10%) of the submitted invoice. (Credit note must be submitted with the invoice)

NOTE

Mandatory for evaluation and should be fully completed and submitted with this tender, where applicable. Failure to submit will render your tender non-responsive and will be disqualified.

Tenderers to submit all returnables for evaluation in separate and clearly marked files

Tenderers have options to price on the preferred sector. Failure to price the preferred Sector fully will render your tender nonresponsive and will disqualify it for that specific sector.

All prices must also be submitted in a soft copy (MS Excel Format) identical to the hard copy tender. This can be on a CD, Flash Drive /Memory Stick, and clearly marked.

NOTE: Soft copies are not a substitute for hard copies, and hard copies take precedence over soft copies. As a result, it is important to ensure the accuracy of all hard copies. If Hard copies are not delivered, the supplier will be deemed non-responsive, and they will be disqualified.

Item	Description	Unit	Rates
	Labour Costs (Cleaner)		
1.1	Basic Salary	Month	
1.2	Annual Leave Provision	Month	
1.3	Sick Leave Provision	Month	
1.4	Family Responsibility Leave Provision	Month	
1.5	UIF	Month	
1.6	Provident Fund	Month	
1.7	Bonus provision	Month	
1.8	Severance Pay Provision	Month	
1.9	Bargaining Council Levy/Fees	Month	
1.10	COID/WCA	Month	
1.11	Uniform/Required PPE	Month	
1.12	Training Levy	Month	
	Total Cost to Company Labour Cost	Month	
1.13	Overhead Equipment and Profit		
1.14	Total Cost Including Overhead and Profit but Excluding VAT		

Item	Description	Unit	Rates
	Labour Costs (Gardner)		
1.1	Basic Salary	Month	
1.2	Annual Leave Provision	Month	
1.3	Sick Leave Provision	Month	
1.4	Family Responsibility Leave Provision	Month	
1.5	UIF	Month	
1.6	Provident Fund	Month	
1.7	Bonus provision	Month	
1.8	Severance Pay Provision	Month	
1.9	Bargaining Council Levy/Fees	Month	
1.10	COID/WCA	Month	
1.11	Uniform/Required PPE	Month	
1.12	Training Levy	Month	
	Total Cost to Company Labour Cost	Month	
1.13	Overhead Equipment and Profit		
1.14	Total Cost Including Overhead and Profit but Excluding VAT		

Item	Service Rendered	Units	Rate for each Item
	Labour		
1	Supervisor	Month	
2	Full Day Cleaners	Month	
3	Full Day Gardener	Month	
4	**Hygiene Consumables**		
4.1	Microburst 3000 Air Neutralise Refill Aerosol 75ml	Each	
4.2	Air Freshner 180 ml	Each	
4.3	Refill Seat Wipe Foam 400ml	Each	
4.4	Refill Urinal drip 300ml	Each	
4.5	PEE Urinal Mats	Each	
4.6	SHE Packets Refill (50)	Each	
4.7	Refill Soap Dispenser (1litre)	Each	
4.8	Refill Hand Sanitizer (400ml)	Each	
4.9	Paper Towels to fit dispenser (6 x 200 x 150) 21 GSM	Each	
4.10	Clear Plastics (560x660) 25's	Each	
4.11	Jumbo Rolls (210 X 900m)	Each	
4.12	2ply Toilet Paper (1 X 48 Rolls)	Each	
5	**Cleaning Consumables**		
5.1	Dish Washing Liquid 5L	Each	
5.2	Pine Gel 5L	Each	

5.3	Floor Polish 5L	Each	
5.4	Floor Stripper	Each	
5.5	Ammonia Cleaner 5L	Each	
5.6	Bowel Cleaner 5L	Each	
5.7	Fragranced Bathroom Cleaner 5L	Each	
5.8	Thick Bleach 5L	Each	
5.9	Furniture Polish spray 275 ml	Each	
5.10	Black Refuse bags (20 in a pack)	Each	
5.11	Dish cloths (Pack of 5)	Each	
5.12	Microfibre Cloths (Different Colours) (5 in pack)		
5.13	Scourer Pad Thin/line Green Hand Large (14x21cmx7mm) (Pack of 10)	Each	
5.14	Mosquito Repellent Plug-in	Each	
5.15	Concentrated Kettle/Urn descaler 500ml	Each	
5.16	Insecticise Spray 300ml	Each	
5.17	Insectiside Powder 500g	Each	
5.18	Window Cleaner 750ml		
6	**Gardening Consumables**		
6.1	Refuse Bags For 240lt Wheelie Bin (Pack of 10)	Each	
6.2	Bayonet Reusable Respirator	Each	
6.3	20 Kg Granular Weed Killer	Each	
6.4	Dust Masks KN95 (Pack of 20)	Each	

7	**Hygiene Rented Equipment**		
7.1	Sanitary Hygiene bin (7 day service) monthly cost per bin (Including replacement of bin liners)	Each	
7.2	Sanitary Hygiene bin rental (14 day service) monthly cost per bin (Including replacement of bin liners)	Each	
8	**PEST CONTROL**		
8.1	Fumigation (as planned)	per m²	
8.2	Bait Station Installation (As & when requested)	per box	
8.3	Bait Station Maintenance (As Planned)	per box	
8.4	Removal of WASPS (as & when requested)	per nest	
8.5	Removal of Bee Hives(as & when requested)	per nest	
9	**Waste Management**		
9.1	Skip Bin - 3 cubic metre: Placement and Rental	Each	
9.2	240L Marked Wheelie Bin	Each	
9.3	General Waste: Collection & Disposal	Each	
9.4	Garden Refuse: Collection & Disposal	Each	
10	**Dispenser Replacement (as and when requested)**		
10.1	Installation fee (excl She Bins)	Each	
10.2	Hand Paper Towel Dispenser	Each	
10.3	Wall Bin	Each	
10.4	Soap Dispenser	Each	
10.5	Air Freshener Dispenser	Each	
10.6	Toilet Roll Dispenser (3 Rolls) Lockable	Each	

10.7	Seat Wipe Foam Dispenser	Each	
10.8	Hand Sanitizer Dispenser	Each	
10.9	She Bins	Each	
10.10	She Packet Holder	Each	
10.11	Urinal Spray Dispenser	Each	
10.12	Floor Stand for Kitchen Hand Paper Towel	Each	
10.13	Batteries (C.LR14 1.5V) (D/LR20) (LR20) (D/R20) Pack of 4		
11	**Ad-hoc Services**		
11.1	External Window Cleaning Exceeding a Height of 3.3m	Each	
11.2	Internal Window Cleaning Exceeding a Height of 3.3m	Each	
11.3	Deep Cleaning of Toilets & Showers	Each	
11.4	Deep Cleaning of carpets	per m2	
11.5	Deep Cleaning of office chairs	Each	
11.6	Deep Cleaning of sofas	Each	
11.7	Vegetation Management per site requirement (including 3m Fire break)	Item	
12	**General Items**		
12.1	Transport per trip (service sites per route)	km	
12.2	Site Establishment Cost	Item	
12.3	Compliance to H&S (H&S Training, etc)	Item	
12.4	Cleaning Equipment		
12.5	Gardening Equipment		

12.6	Specialised Industrial Equipment Rental (rate to include fuel)		
	Total Yearly Cost Excluding Vat		

Part C3: Scope of Work

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C3.1: *EMPLOYER*'S SERVICE INFORMATION

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1. Description of the *service*

1.1 Executive overview

The purpose of this contract is to appoint a suitable qualified *Contractor* for the Provision of Non-Technical Facilities Services Management for Eskom in the GEMMA Cluster (Northwest Operating Unit) – Area Office Zone. **No car wash for Eskom employees by gardeners**.

MATLOSANA ZONE

Klerksdorp Sector

	Site	Purpose	Address
1.	Klerksdorp District Office	Main Office	22 Golden Avenue Townlands Klerksdorp
2.	Uraniaville CNC	CNC	29 Benji Oliphant Rd Uraniaville Klerksdorp
3.	Uraniaville Minor Works	Minor Works	29 Benji Oliphant Rd Uraniaville Klerksdorp
4.	Uraniaville TSG	TSG	29 Benji Oliphant Rd Uraniaville Klerksdorp
5.	Uraniaville Warehouse	Warehouse	Cnr Benji Oliphant & Thorium Uraniaville Klerksdorp
6.	Orkney MEW	MEW	R30 Ariston
7.	Orkney Telecomms	Telecomms	1 Ena Murray Street Eastleigh Orkney
8.	Vutlhari Training Centre	Training Centre	Orkney-Potch Road Waterwerke
9.	Hermes/ Cardell	CNC	Orkney-Potch Road Waterwerke
10.	Potchefstroom CNC	CNC	N12 Klerksdorp Ikalafeng Spec School Turn-ff Potchefstroom
11.	Wolmaransstad CNC	CNC	1 Theunissen Street Wolmaransstad

Vryburg Sector

	Site	Purpose	Address
1.	Vryburg WIC	Main Office	19 Market Street, Vryburg
2.	Vryburg CNC	CNC	15 Ferro street, Industrial Area, Vryburg
3.	Vryburg MW	Minor Works	Harry Joffee street, Industrial Area, Vryburg
4.	Taung CNC	CNC	73 Railway street, Taung Station
5.	Mokasa CNC	CNC	73 Railway street, Taung Station
6.	Morokweng CNC	CNC	Vryburg-Ganyesa rd, ±3 km right on Tosca road, Morokweng
7.	Stella CNC	CNC	41 Stella street, Stella
8.	Delareyville CNC	CNC	32 Atoombaan, Delareyville
9.	Bloemhof Satellite Office	Satellite	
10.	Schweizer-Reneke Satellite	Satellite	Blake Street Schweizer-Reneke
11.	Ottosdal Satellite	Satellite	

PLATINUM ZONE

Rustenburg Area

SITE NAME	PURPOSE	SITE PHYSICAL ADDRESS
MABE BUILDING	COMMERCIAL	14-16 KGWEBO STREET WATERFALL EAST
MOOINOOI MEW	MEW CAMP	DIANE STREET MOOINOOI
MOONOOI CNC	CNC	DIANE STREET MOOINOOI
R/BURG CPM		25 QUARTZITE STREET, ZINNAVILLE, R/BURG,0299
R/BURG WAREHOUSE	WAREHOUSE	25 QUARTZITE STREET, ZINNAVILLE, R/BURG,0299
R/BURG CNC	CNC	25 QUARTZITE STREET, ZINNAVILLE, R/BURG,0299
TLHABANE CNC	CNC	3481 MORAKA STREET, TLHABANE, 0309
TLHABANE MEW & CLINIC	MEW & CLINIC	3481 MORAKA STREET, TLHABANE, 0309
TLHABANE PPM	PPM	3481 MORAKA STREET, TLHABANE, 0309
TLHABANE LIVE WORKS	LIVE WORKS	3481 MORAKA STREET, TLHABANE, 0309
RUSTENBURG ENERGY PROTECTION		3481 MORAKA STREET, TLHABANE, 0309 (PARKHOME)
MATOOSTER CNC	CNC	STAND 5, MATOOSTER, ZANDRIVIERSPOORT, 901
TRIDENT MEW CAMP	MEW CAMP	

Mmabatho Area

SITE NAME	PURPOSE	SITE PHYSICAL ADDRESS
MMABATHO ENERGY CENTRE	COMMERCIAL	CNR SEKANE ROAD&JAMES MOROKA DRIVE
MOLOPO CNC	CNC	14A FIRST STREET
MMABATHO CNC	CNC	14A FIRST STREET
MMABATHO MINOR WORKS	MINOR WORKS	167 First Street, Industrial Site, Mafikeng
MMABATHO PPM	PPM	MAFIKENG INDUSTRIAL
LEHURUTSHE WIC	WIC	2519 LEKOLOGANG STREET
ZEERUST CNC	CNC	BOK STREET
LICHTENBURG CNC	CNC	125 THABO MBEKI STR
LICHTENBURG WIC	WIC	125 THABO MBEKI STR
KOSTER CNC	CNC	ROB FERRAIRA AVENUE
BRITS WIC & MEW	WIC	CNR LUDORF & MURRAY STREET, BRITS
BRITS CNC	CNC	CNR VAN TONDER & COMMERCIAL, INDUSTRIAL AREA, BRITS
VAALKOP CNC	CNC	CNR VAN TONDER & COMMERCIAL, INDUSTRIAL AREA, BRITS
BRITS HENNOPS	WIC	CNR VAN TONDER & COMMERCIAL, INDUSTRIAL AREA, BRITS
MOGWASE CNC	CNC	ST973 SMALL INDUSTRIES, NEXT TO TRAFFIC DEPARTMENT

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

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

- Supervision Service per *Contractor.*
- Cleaning Service (Full-time Cleaners)
- Gardening Service (Full-time Gardeners)
- Pest control and rodent control service. (Must be subcontracted to a specialised serves provider at the contractor's expense)
- Dedicated gardeners, odd jobs for as and when required
- Deep Cleaning Service (as and when required)
- Supply and Delivery of cleaning and Hygiene Consumables
- Sanitary Hygiene Bin Service (Must be subcontracted to a specialised serves provider at the contractor's expense)
- External Window Cleaning exceeding a height of 3.3m as and when required (Can be subcontracted at the contractor's expense)
- Internal Window Cleaning exceeding a height of 3.3m as and when required (Can be subcontracted at the contractor's expense)
- Waste Removal (Actual weight slip to be submitted with monthly invoice)
- Replacement of recycling waste bins (as and when required)
- Replacement of hygiene equipment (as and when required)
- Ad-hoc vegetation management for square metres not exceeding 5000. Service (Must be subcontracted to a specialised serves provider at the contractor's expense)

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

Working times
Monday - Friday: 7:00am to 15:30pm
Saturday, Sunday and Public Holidays: 08:00am to 12:00pm (if required)

Eskom reserves the right to instruct the Contractor to change working times based on business requirements.

Closure of Site
In the event that a site closes down then the services at that site must come to a stop. No compensation will be paid when a site is closed down. Should a site close down, Eskom reserves the right to instruct the Contractor to re-allocate services to other sites in the region site based on business requirements. No re-allocation or disruption costs will be paid in this respect.

1.2.1. GENERAL REQUIREMENTS

Statement of Service Objectives	To achieve a win-win relationship between the Eskom team and the *Contractor* in providing non-technical facility management services. Building positive attitudes, where problems are resolved together with initiative and enthusiasm.
Background **Information**	Eskom requires a *Contractor* that can act in a professional and independent manner, manage their own team and implement a system of continuous improvements beneficial to Eskom and the *Contractor*. The *Contractor* will be responsible for ensuring that the fundamental requirements of the contract are not only met but also exceeded. The *Contractor* is to manage the service and any item related to that service in the Eskom sites with innovation and integrity. Should the *Service Manager* require any services that are not listed in the *Service Information*, the *Service Manager* will request the *Contractor* to submit a proposal and a quotation for the *Service Manager*'s acceptance before proceeding with execution. Materials and substances used must comply with the environmental legislation and must be environmentally friendly. All work to be performed as per OHSACT regulations, local municipal by-laws, government legislation and SABS codes. All work must be supervised and managed by responsible supervisors. The *Contractor* together with the supervisor and head office manager is required to attend regular meetings with Eskom on-site.

MAJOR REQUIREMENT	**SPECIFIC REQUIREMENT**	**AVAILABLITY / PERFORMANCE STANDARDS**
1. PPE/Uniform Requirements	Appropriate uniform/2 Piece Overall contractor name branded uniform/2 Piece Overall contractor name branded	4 x sets per year
	Safety boots (SABS approved)	4 x sets per year
	T-Shirt-contractor name branded	8 sets per year
	Jersey, contractor name branded	2 x sets per year
	Winter jacket, contractor name branded	1 x set per year
	Raincoat (gardeners)	1 set per year
2. Uniforms, Personal Protective Equipment and Appearance	1.1 The *Contractor* shall provide for his staff on site with the specified uniform. It is the ***Contractor*'s responsibility** to ensure that the cleanliness, correctness and appearance are maintained.	Any staff of the *Contractor* found wearing the incorrect uniform, or found with dirty or wrinkled clothes, or not wearing their identity/ name tag shall result in a non- compliance to the *Contractor*.

	1.2 The *Contractor* shall ensure that their staff appearance is neat, that such staff are well groomed and that such personnel at all times whilst on duty wear their uniforms and applicable personal protective equipment. The *Contractor* to provide staff with a minimum PPE of: Nitrile gloves, dust masks, aprons and goggles to be used when applying acidic disinfectant/harsh chemicals.	Any staff of the *Contractor* found untidy, not clean, or with inappropriate hygiene, shall be requested to be removed from site, with immediate effect. The *Contractor* shall provide an acceptable and approved replacement/ reliever at no cost to Eskom. Failure of any staff of the *Contractor* found not using the required Personal Protective Equipment during the execution of a task may result in the termination of the contract.
3.Training/ Skills Development	2.1 The *Contractor* shall ensure that their staff: - have full knowledge of the Site as well as services/ facilities available at the Site; are able to pass the relevant information to the visitors or tenants whenever requested to do so.	Any staff of the *Contractor* who are found lacking in their knowledge of the site within reason, or who are found lacking in their ability to transfer this knowledge will be liable for a non-compliance.
	2.2 The *Contractor* shall ensure that all personnel involved in the provision of the services undergo customer service training to ensure no complaints are received from visitors or tenants relating to the manner in which the personnel act towards such visitors or tenants.	Not more than 1 incident of failure to comply with this responsibility. Any complaints received from a customer may result in a non- compliance.
	2.3 All senior personnel of the *Contractor* must be equipped with cell phones, which are fully operable during service hours.	Any supervisor not available during service hours must be addressed by Senior Management of the *Contractor*.
4. Staff	3.1 Contractor to submit a certificate of compliance from BCCCI to the Service Manager every six months, from the inception of the contract.	Failure to comply with this requirement can result in the termination of this Contract.
	3.2 The *Contractor* shall ensure that its personnel only make use of facilities specifically provided to such personnel at the Site.	Any staff of the *Contractor* who is found using any facilities except those provided, for an unacceptable reason, shall result in a non-compliance.
	3.3 The *Contractor* shall report all personnel shortages to the Eskom Service Manager and provide replacement staff.	Personnel shortages must be reported prior to the commencement of any duty shift, or if such shortages only come to light during a shift, such shortage must be reported within 15 (fifteen) minutes of the *Contractor* becoming aware of such shortage. Replacement staff must be delivered to site within 2 hours of the shortage being reported to Eskom.
	3.4 Full details of any member of staff must be provided by the *Contractor* at the request of Eskom	Failure to provide details of a staff member as requested will result in a non- compliance.

	3.5 Staff will act in a responsible manner and will not compromise any security procedure applicable at the site.	Failure to act responsibly will result in non-compliance.
	3.6 No sleeping is allowed by any cleaner when on the Eskom site. Designated resting areas will be allocated to cleaners.	Any staff found sleeping on site, Eskom reserves the right to instruct the Contractor to remove the cleaner from the site.
5. Reporting	4.1 The monthly report must, as a minimum, include the following: consumable stock-count report; staff attendance report; equipment breakdowns; and rectification report, schedules and duties performed, quality control report, staff turnover, customer complaints/compliments, staff disciplinary issues, as well as action plans to rectify any deficiencies.	No failure to provide relevant information in a clear and legible format. Format to be discussed and agreed with the *Service Manager*
6. Contractor Facilities (where applicable)	The service provider must ensure that, if applicable, the facilities made available to contractors for change rooms and offices are kept clean, tidy, and to an acceptable standard. The service provider must ensure that adequate lockable lockers are provided for each cleaner where possible; these must be of an acceptable standard.	No failure to provide services as required. These facilities are to be kept clean and hygienic at all times
7. Pay slips / Salaries	Each cleaner is to be issued with a correct and detailed payslip in time for the month-end. Salaries to be paid in time, on or before the end of each month.	Failure to comply with this requirement will result in non-compliance.

1.2.2 SUPERVISOR SERVICE

MAJOR REQUIREMENT	**SPECIFIC REQUIREMENT**	**AVAILABLITY / PERFORMANCE STANDARDS**
1. Supervision	1.1 All activities carried out by employees of the *Contractor* shall be supervised and managed by a responsible supervisor. Any reasonable instruction made by Eskom to the *Contractor,* in writing, shall be communicated to the *Contractor's* staff by the *Contractor*. Proof of information sharing to the *Contractor's* employees must be submitted to Eskom.	No incident of failure to comply with this responsibility and/or Service Level may be determined during the currency of this Agreement. Staff failure to comply with Eskom instructions will be deemed a failure in Supervision.

	1.2 The *Contractor* will be required to attend regular meetings not only by the site supervisor but also a head/ regional-office manager.	Meetings to be arranged by the *Service Manage*r; and no failure to comply with this responsibility must occur during the period of this contract.
	1.3 Any preventative / corrective action requested must be addressed in follow-up meetings.	Failure to advise on action being under- taken to address issues raised in previous meetings will result in a non-compliance.
	1.4 Other contractors and/or the employees may be working on the same site and the *Contractor* may in such cases be required to work in close corporation therewith.	Incidence of un-co-operative or lack of assistance shall not be tolerated, unless a valid reason exists of which Eskom must be notified immediately.
	1.5 The *Contractor* shall ensure that their staff are at all times professional, sober and courteous towards visitors and tenants frequenting any Eskom site/s.	Where necessary the *Contractor* to take appropriate action against the staff member. Where appropriate Eskom reserves the right to have the guilty staff member removed from site.
	1.6 Transport for Contractor supervisor to carry out inspections on site with a large footprint of multiple buildings must be provided for by the Contractor.	No reimbursement for this shall be provided for by Eskom

1.2.3 CLEANING SERVICE

MAJOR REQUIREMENT	SPECIFIC REQUIREMENT	AVAILABLITY / PERFORMANCE STANDARDS
1	**Equipment**	
	The Contractor shall provide at least the following: Wet and dry vacuum machines, mop trolleys, brooms – soft bristle, buckets round 25 L (different colours for bathrooms and other areas), feather dusters – short and long, mops, household pan & brush, squeegees with extendable handle to reach a height of 3.3 m (visa versa 2,5 m telescopic pole), scourers for kitchens, 2 x wet floor signs per cleaner (The following must be supplied and billed for separately: Dust cloths, dish cloths, kitchen swabs) The Contractor shall at its own cost, acquire, maintain, replace and/or replenish all cleaning equipment required to provide the service. The Contractor shall ensure that all cleaning equipment used in the provision of this service are in good working condition, with no parts missing; inspect the cleaning equipment to ensure compliance with this responsibility: repair or replace all cleaning equipment to the extend required to comply with the responsibilities stipulated in this Agreement.	No incident of failure to comply with this responsibility may be determined during this period of the contract. Provide proof that every employee has been trained to use the equipment they are supposed to use (eg. Vacuum cleaners) No incident of failure to comply with this responsibility and/or Service Level may be determined during this period of the contract. Failure to provide proof of inspection, on request, will result in non-compliance.

	The Contractor will inspect all equipment while performing their duties and report any defective or faulty equipment to the Eskom Service Manager. A register shall be kept of all cleaning equipment for random inspection/physical/operational checks.	Contractor who fails to submit the completed and updated register with the Monthly Report will result in non-compliance.
2	**Ablution Facilities**	
	Empty and clean all waste bins. Clean and sanitise with disinfectant, all bowls, basins, counter tops, showers and urinals inside and on the outside and free of permanent odours as well as build-up of lime scale. Clean and shine all mirrors, metal fittings, taps. Spot clean walls, doors, partition, and dispensers, glass panels of showers, splash backs. Sweep and mop floors Dust windowsills, ledges pipes and fittings Remove trap where possible and clean/disinfect and clear away all waste around and inside the trap Clear overflows and waste pipes of accumulated waste deposits Clear and disinfect all taps, plugs, chains, outlets, channels and gullies. Post information signage indicating that cleaning is in progress (2 wet floor signs per cleaner) NB: High traffic ablution facilities may require more frequent cleaning. Additional cleaning may have to be as and when required Inspection to be done at least 3x per day with Inspection Sheet behind the door (signed) Replenish toilet paper, hand soap, condom dispensers etc… Defects to be attended to immediately. (Report any defects e.g. broken toilet)	Clean ablution facilities daily No occasion of persistent complaints regarding odours. No evidence of stains, ingrained dirt, build-up of lime scale, dry germ, streaks 'smears At least 3x per day At least 3x per day At least 3x per day Immediately
3	**High level ledges and surfaces, high level ducting, vents, ceilings**	
	Cleaned the above using correct access equipment, must be free from ingrained dirt and dust, void all stains and markings. All ceiling surfaces shall be free from cobwebs and other debris. This to be done to a height of 3.3 meters	No evidence of ingrained dirt and dust, void of all stains and markings. No evidence of moths and rodent or animal faeces. To be performed every 3 months.
4	**Blinds**	
	Dust/damp wipe to a height of 2m from ground level. Must be free from dust and stains.	Fortnightly
5	**Boardrooms**	
	Must be cleaned as per specification for the rest of the building. Must be inspected for neatness and tidied where required pre and post use. Vacuum boardrooms before 07hoo or after 16h00 depending on specific site requirements, these times may vary and shall be determined at kick off meetings	Daily Daily Daily
6	**Carpets**	
	Vacuum High traffic areas e.g., Staircases, lifts, small kitchens and photocopy areas Spot vacuum upon request	Daily

	Vacuum all carpeted areas. Edges and skirting shall be free from debris dust and dirt. This includes all carpets, rugs, entrance mats, etc. Spot clean soil marks on carpets Steam clean or dry clean all carpets	
7	**Damp Wiping**	
	Dust windows and ledges and tops of partition to a height of 2 metres Damp wipe accessible ledges and all other fittings of vertical surfaces All horizontal surfaces to a maximum height of 2 metres e.g., skirtings, pipes, pictures, paintings, frames, fire extinguishers, handrails, stair fittings etc to be kept dust free. Damp then dry wipe all surfaces of furniture. Dry cloth wipe all electronic office equipment Damp then dry wipe all telephones, ensuring the use of hygiene spray /solution to ensure telephones are hygienically cleaned. All signage	Daily Weekly Weekly Weekly Weekly Daily Weekly
8	**Doors (Glass/Timber) and all fittings**	
	Spot clean glass doors and fittings Damp wipe all other type of doors and fittings Clean glass in doors	Daily Weekly Weekly
9	**Floors (including edges and skirtings)**	
	Resilient Sweep with dust control Mops Stripping and sealing **Tiled** Sweep with dust control mops /damp mop All porcelain tiles hand brush of tiles required to ensure all ingrained marks are removed All Ceramic tiles must be washed/mopped **Laminated** Damp mop, taking care to prevent excessive water on floor using product made for this application All spillages to be cleaned up immediately. Floor surfaces having a slip resistant property shall remain slip resistant, in particular when there is dampness or water spillage.	 Daily Quarterly Daily Daily Daily Daily Failure to make an area safe after any water spillage or any leftover dampness as a result of cleaning shall result in non-compliance.
10	**Foyers, Entrances, Stairs, Landings, Walkways, Walls and Emergency Exits (Inside and outside)**	
	Sweep all entrance steps, walkways and passages Vacuum all walk off carpets. Damp mop steps and foyers, ensuring sectional cleaning and ensure floors are thoroughly dried before opening section for traffic Keep sliding doors tracks clean of accumulated dust / debris. All stairs including treads, risers, nosing banisters, balustrades, handrails, ledges and guards must be free from dust, debris, stains and marks.	Daly Daily Daily Weekly Weekly
11	**Functions / Dining Area**	
	Tea/Coffee preparation and serving NB: Washing of dishes is limited to tea and coffee service only. **No private dishes shall be washed**. All tables, chairs, to be cleaned and furniture rearranged as per agreed arrangement. Dining area to be kept in a clean and neat condition at all times. All waste and litter to be removed.	For meetings. All bins to be regularly cleaned, so as to allow capacity during peak periods
12	**Furniture, Fixtures and Fittings**	

	Clean and polish using non-oil-based product. The process should ensure the above to be free from dust, void of stains, with a streak/ smear free finish achieved.	Weekly
	All common area signage boards up to 3,3meters above ground level to be kept clean	Weekly
	Vacuum upholstered chairs	Daily
	Spot wipe and remove debris from upholstered chairs	Monthly
	Steam Clean upholstered chairs	At Request
	Polish leather chairs	Monthly
13	**Kitchen /Tea Areas**	
	Refill containers /stock fridges with consumables (tea, coffee, sugar, milk, dishwashing liquid, hand towels etc. NB: Consumables supplied by Employer primarily for Eskom staff shall at no point be misappropriated by the contractor	Daily
	Damp wipe all counter tops and tidy up kitchen sink	Daily
	Damp clean microwave oven and fridges inside and outside	Daily
	Defrost and clean domestic fridges	Monthly
	Clean underneath and behind cupboards /furniture	Monthly
	NB: Private crockery remains Employer's staff's responsibility to clean	
14	**Lifts and Escalators**	
	All interior surfaces /walls and indicator boards and lift buttons shall be damp wiped	Daily
	Lift buttons shall be damp wiped using a hygiene spray	Daily
	All lift door tracks to be cleaned with hand brush and damp cloth	Daily
	Exterior faces of doors to be damp wiped	Daily
	When in use, escalator handrails and metal strips shall be damp wiped using hygiene spray	Twice per week
15	**Smoking Areas**	
	All smoking areas are external. Sweeping of the area, emptying and cleaned regularly such that they never overflow.	Daily
16	**Storerooms**	
	Sweep and mop floors	Weekly
	Keep shelves /items dust free	Weekly
17	**Waste Disposal / Waste receptacles**	
	Empty and clean large wastepaper containers	Daily
	Empty and clean desk bins ensuring liner is intact	Daily
	Empty and wash external Bins	Daily
	Empty and clean ash tray in smoking areas	Daily
	Waste bins may never be more than 60% full.	Daily
	Compaction and waste disposal areas must be hygienically maintained and free of litter and smells	Daily
	Remove all waste collected to designated bulk garbage containers without delay	Daily
	NB: No waste to be stored in the cleaning cubicles, serviced ducts, passages or in loading bay	
	All trash shall be deposited in the outside trash collection containers/skips. Recyclable material must be sorted and deposited into the relevant recycling bins/containers. NB!!!!!!! Contractor shall assist the Employer in ensuring optimal recycling efforts	Daily
18	**Water Coolers**	
	Ensure that water coolers are always filled with water	Daily
	Ensure that water cooler bottles are always disinfected and kept in a hygienic state.	Daily
19	**Window Cleaning**	
	Wash, clean and dry all interior and exterior windows up to a level not exceeding 3,3 meters above ground level using extended handles (where required) – glass and frames:	
	Inside – on a monthly basis	Monthly
	Outside – every 3 months	3 Monthly

20	**Major External Window Cleaning**	
	Clean all windows externally accessible from ground level and all ledges. Use Extender handles and poles where required.	Twice a year (on request)
21	**Ad hoc Cleaning**	
	Attend to any spillages, and other emergency cleaning requirements, such that the Site is always in a prime state.	No failure to complete emergency cleaning requirements specified.
	In the event of graffiti inside or outside the building, the Contractor must ensure that it is removed. Deep Cleaning of office chairs, couches and carpets will be requested by the Employer "as and when required" Deep Cleaning of toilets and showers to be done periodically.	Removal of graffiti to commence immediately upon identification.
	External: The external fabric of the building will be cleaned to a height of 3.3 metres to maintain the external appearance.	Ensure the building is cleaned regularly and free of dirt and removable marks and stains

1.2.4 DEEP CLEANING SERVICE

1. Deep Cleaning	1.1 Provision to be made for deep cleaning in ablution facilities and bathrooms, as stipulated by the *Service Manager.* 1.2 This function must be performed by a team with specialist knowledge and experience in Deep Cleaning. 1.3 The use of an SABS approved liquid of acidic cleansing properties for the deep cleaning of toilets, shower cubicles, urinals, basins, bathrooms and any other ceramic or enamel surface to remove lime build-up, rust and urine marks and deodorizes. 1.4 Descale and remove algae, bacteria and uric encrustations from all areas. 1.5 Clean and disinfect both internal and external surfaces of the fitments. 1.6 Remove trap where possible and clean/disinfect and clear away all waste around and inside the trap. 1.7 Clear overflows and waste pipes of accumulated waste deposits.	Failure to provide the service will result in non-conformance.

1.2.5 SUPPLY AND DELIVERY OF HYGIENE CONSUMABLES

MAJOR REQUIRMENTS	**SPECIFIC REQUIREMENTS**	**AVAILABILITY/ PERFORMANCE STANDARDS**
1. Hygiene Consumables	1.1 The *Contractor* will deliver hygiene consumables quantities as per *Service Manager's* requirements. The quantities of consumables will be per site. 1.2 The *Contractor* will manage and use the consumables in a cost effective and efficient manner and will put controls in place to minimize wastages and prevent theft of the consumables. Missing or shortage of consumables will be for the cost of the *Contractor*. 1.3 All hygiene consumables must be SABS approved.	Failure to deliver consumables constitutes non-compliance. Delivery of consumables greater than the fixed amount constitutes non-compliance and will be for the cost of the *Contractor*. Failure to keep consumables consumption records will constitute non-compliance. Failure to manage consumables effectively constitutes non-compliance.

1.2.6 SANITARY HYGIENE BIN SERVICE

MAJOR REQUIRMENTS	**SPECIFIC REQUIREMENTS**	**AVAILABILITY/ PERFORMANCE STANDARDS**
1. Sanitary Services	1.1 Provide a sanitary waste collection and disposal service, whereby sanitary bins are used to collect and store sanitary waste hygienically and safely. All sanitary services are to be performed in line with National Environmental Waste Management Act, 59 of 2008 and the By-laws of the local Municipality in which the site is located. 1.2 All bins, liners and cleaning materials/consumables must be provided by the *Contractor* as part of the service. 1.3 The bins are to be cleaned and disinfected to kill all bacteria and the bin liner needs to be replaced with each service. 1.4 All bins must be in a neat and working condition at all times. Bins must be replaced immediately if requested by the *Service Manager*. 1.5 All sanitary waste to be removed discretely from each site. 1.6 Waste Disposal Certificates must be submitted monthly by the *Contractor* to the *Service Manager*.	Failure to provide sanitary services in line with the specified frequency will be deemed as a non-compliance.

1.2.7 REPLACEMENT OF HYGIENE EQUIPMENT (ON REQUEST)

MAJOR REQUIRMENTS	SPECIFIC REQUIREMENTS	AVAILABILITY/ PERFORMANCE STANDARDS
1. Hygiene Equipment (as and when requested)	The Contractor/Contractor Supervisor will inspect all hygiene equipment while performing their duties and report any defective or damaged equipment to the Service Manager. Replace and install (on request): Hand Paper Towel Dispenser Wall Bin Soap Dispenser Air Freshener Toilet Roll Dispenser Seat Wipe Dispenser She Bins She Packet Holder Urinal Spray Dispenser	*

1.2.6 GARDENING SERVICE (Including odd Jobs)

MAJOR REQUIREMENT	SPECIFIC REQUIREMENT	AVAILABILITY / PERFORMANCE STANDARDS
1.Horticulture Equipment	1.1. The *Contractor* shall, at its cost acquire, maintain, replace and or replenish all equipment required to provide the Service. The *Contractor* shall provide at minimum the following equipment for the Service: Brush cutters, lawn mowers, rakes, wheelbarrows, spades, garden forks, blowers, tree trimmers, hedge clippers, refuse bags, etc. 1.2. The *Contractor* shall ensure that all equipment used in the provision of services are branded and in good working condition with no parts missing. Inspect the equipment to ensure compliance with this responsibility; repair or replace all equipment to the extent required to comply with the responsibilities stipulated in this agreement. 1.3. The *Contractor* shall inspect all equipment to ensure the above responsibilities are complied with. 1.4. A register shall be kept of all equipment for random inspection/physical/operational checks 1.5 Lawn mowers will have a bin to catch all grass cuttings. 1.6 All equipment will be utilized to correlate with the requirements of the Occupational Health and Safety Act.	Failure to comply with this responsibility may be determined during the period of this contract. No incident of failure to comply with this responsibility may be determined during the period of this contract. Failure to produce proof of inspection, on request, shall result in non-compliance. Any *Contractor* who fails to submit the completed and updated register with the monthly report may result in non-compliance.

2. Lawns	2.1 Lawn areas are to be cut regularly. After mowing, some grass cuttings may be utilised as green mulch to all garden areas. Clippings are to be spread neatly across the beds. 2.2. All areas where lawn borders onto kerbs or footpaths are to be trimmed to a line running down the back edge of the kerbs or the edge of the footpath. 2.3. No edges are to be cut using spade Brush Cutters - Not less than 50mm and not more than 100mm Push mowers - Not less than 20mm and not more than 40mm 2.4. Localised areas where grass growth has been poor through lack of water or where the soils have been compacted are to be aerated at regular intervals. This operation is to be carried out after the areas have been thoroughly watered. 2.5 The grass against the perimeter fence as well as around buildings, manholes, paths, concrete or brick structure, flower beds etc. is to be trimmed and shall be considered as part of the grass cutting operation.	No encroachment to be allowed. Only edge trimmers or shears may be used
3. Cultivation and Weeding	3.1. Hand weeding is to be carried out on a regular basis. All root growth is to be removed.	Garden must be weed free.
	3.2. Broad-leafed weeds are to be controlled utilizing the correct herbicide.	No spraying is to be undertaken in the narrow lawn areas where desirable plants may be damaged. Any plants damaged by the *Contractor* will be replaced by the *Contractor*.
	3.3 Herbicides are to be applied in accordance with the manufacturer's specifications and are to be carried out by a competent person wearing the correct protective clothing.	No more than two complaints during the duration of the contract.
	3.4 The *Contractor* shall always endeavour to use environmentally and bio-degradable products.	The *Contractor* is to provide relevant information on products used. Failure to comply will result in a non-compliance

	3.5 The *Contractor* is to be in possession of the relevant Hazchem certificates and is to ensure that the handling of all hazardous chemical substances, including fertilizers, is strictly in accordance with the Regulation for Hazardous Chemical substances framed under the OSH Act No. 85 of 1993. All Hazchem data sheets are to be forwarded for all chemicals used.	Hazardous chemical data sheets submitted. Monthly report, indicating chemicals utilised during the month per site.
	3.6. All empty herbicides & fertilizer containers are to be immediately disposed of off-site in accordance with the relevant laws, by-laws, and regulations.	
	3.7 All areas of paving are to be kept free of weeds and algae at all times. This will involve both hand weeding and the careful application of selected herbicides such as “Roundup” or “Ridder”.	Any damage caused to the paving or planting as a result of the above work are to be repaired by the *Contractor* at his own cost
	3.8. Care must be taken to avoid damage to plants and plant roots during the cultivation process. Cultivate to ensure a loose, surface with no compaction.	Should any plants die due to poor cultivation, their replacement will be for the account of the *Contractor*.
	3.9 As part of the cultivation process, any area where die back has occurred historically or occurs naturally, are to be replanted by division, using the plant type originally present in the area, if the plant type allows	
	3.10 Under no circumstances are line trimmers (weed-eaters) to be utilised around the base of trees. Stem protectors must be installed to all trees in general lawn areas.	Any tree dying due to damage by line trimmers is to be replaced by the *Contractor* at his own cost.
4. Pruning	4.1 All trees and shrubs to be pruned on a regular basis. 4.2 All trees within parking areas to be kept at least 3m above ground where size allows, where vehicles park under trees. 4.3 General pruning is to be carried out throughout the year. Ground covers are to be cut back from bed edges and	No more than 1 tenant and public complaint per week per property.

	shrubs generally pruned as and when necessary. 4.4. Any growth of branches etc. overhanging roofs of buildings, walls, fences, carports, etc., which can cause damage or the depositing of leaves etc. in storm water gutters or on roofs is to be regularly trimmed. Any growth of any plants which can cause damage to fence or compromise security causing an obstruction of vision, is to be removed 4.5 All garden refuse generated during pruning is to be removed from site at the end of each day	
5. Stakes & Ties	5.1 All trees shall be checked once a week and after all storms, to ensure that the stake is firm and that the tree is adequately tied at the top and bottom of the stake. 5.2 Damage to trees caused by chafing on stakes will not be permitted. Damage to trees caused by over tight ties will not be permitted; ties shall be loosened or tightened as and where required.	
6.Pests	6.1 The *Contractor* is to constantly monitor for pests through the garden and to treat accordingly. 6.2 Natural organic pesticides should be used. Should these fail only then should inorganic chemical pesticides be used. Application of the pesticide is to be carried out fully in accordance with the manufactures' specifications by competent person. The relevant laws, bylaws and regulations referring to the handling, of hazardous substances and the safe disposal of containers are to be adhered to all times. *Contractor* will adhere to strictly all conditions stipulated in Fertilizers, Farm Feed s, Agricultural remedies act, Act No. 36 of 1947 and all amendments to the Act.	

7.Leaf litter and garden refuse removal	7.1. The *Contractor* shall be responsible for the removal of the day-to-day refuse accumulated during the maintenance process. 7.2 All roads, pavements and pathways are to be kept swept and clean. This is applicable to both the interior and exterior of the site.	All refuse generated is to be removed from site. No stockpiles of leaves and wastes are to be left overnight. No exception will be tolerated for his failure to comply with this requirement.
8. Water and **Irrigation**	8.1 The *Contractor* shall be solely responsible for ensuring that all areas of planting receive the amount of water specified herein, taking into account the extent and type of irrigation present on site. 8.2 The *Contractor* is responsible for providing all necessary hoses, sprinklers and fittings to carry out the above. 8.3 Those areas not covered by the irrigation system are to be hand watered.	No exception will be tolerated for failure to comply with this requirement All equipment provided by the *Contractor* will be in a working condition at all times. All areas of garden are to receive an adequate supply of water as necessary in both the summer and winter months.
9. Irrigation **Maintenance**	9.1 *Contractor* is to ensure that the entire irrigation system on all properties is fully functional. All defects must be reported to Eskom. Any damage caused by negligence by *Contractor* will be for the cost of the *Contractor*.	All defects on the irrigation system must be reported to the call centre within 24 hours identifying the defect. The first three months of the contract a detailed audit must be compiled and submitted to Eskom identifying any damage to such system.
12.Odd-jobs	12.1 The "gardener /odd jobs" staff will be required to carry out odd-jobs as required by the relevant Property Management site supervisor.	
13. PPE	Uniforms, garden gloves, raincoats, safety shoes, ear plugs, goggles, dust masks, kneecaps, Bayonet Reusable Respirator Mask	

.2.8 PEST AND RODENT CONTROL SERVICE

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

Commented [BK3]: Beehives and wasp – to take picture of nests

1.2.11 EXTERNAL WINDOW CLEANING GREATER THAN A HEIGHT OF 3.3M

MAJOR REQUIREMENT	SPECIFIC REQUIREMENT	AVAILABILITY / PERFORMANCE STANDARDS
1. External Window cleaning greater than a height of 3.3 meters	1. Fully clean the outside of all window glass and frames, on specified buildings where the windows exceed a height of 3.3m. 2. Windows are to be free of dust, fingerprinting, stains, markings. 3 This must be carried out with strict supervision and in accordance with the Occupational Health and Safety Act and Working at Hights Standard.	Working at hights standard to apply

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

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

1.4 Other Documentation

Title	Date or revision	Tick if publicly available

2. Management strategy and start up

2.1 The Contractor's plan for the service

No contract Plan required.

2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall contract progress/feedback in terms of contract obligations	Monthly intervals or when deemed required by the *Service Manager*.	Face to Face and Virtual	*Employer* / *Service Manager* / relevant Eskom representatives and appointed *Contractor* representatives.

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

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

2.3 Contractor's management, supervision and key people

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

2.4 Provision of bonds and guarantees

N/A

2.5 Documentation control

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

The *Contractor* to provide supporting documents on a monthly basis on submission of invoices.

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

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

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

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

2.6 Invoicing and payment

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

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

The statement will also reflect the following summaries:

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

The *Contractor* shall address the tax invoice to
ESKOM HOLDINGS SOC LIMITED
and include on each invoice the following information:

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

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

2.6.1 Payment Item Descriptions

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

2.6.2 Prices to be Inclusive

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

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

2.6.3 Measurement Meetings

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

2.7 Contract change management

- Templates in terms of NEC3 as prepared by the *Service Manager* for *task order*, early warnings and defect notifications can only be used in this contract.
- The *Contractor* shall request this form from the *Service Manager*.

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

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

2.9 Insurance provided by the *Employer*

Refer to Clause 83.1 above – Insurance provided by the Employer

2.10 Training workshops and technology transfer

- Proof of training of staff for chemical handling and the use thereof.
- Proof of training of staff for general cleaning and specialized cleaning or service as required in the Service Information
- Proof of Training Records
- Proof of training for use of equipment's
- Proof of Training Institution
- Proof of Staff Trained.

2.11 Design and supply of Equipment

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

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

2.12.1 Equipment

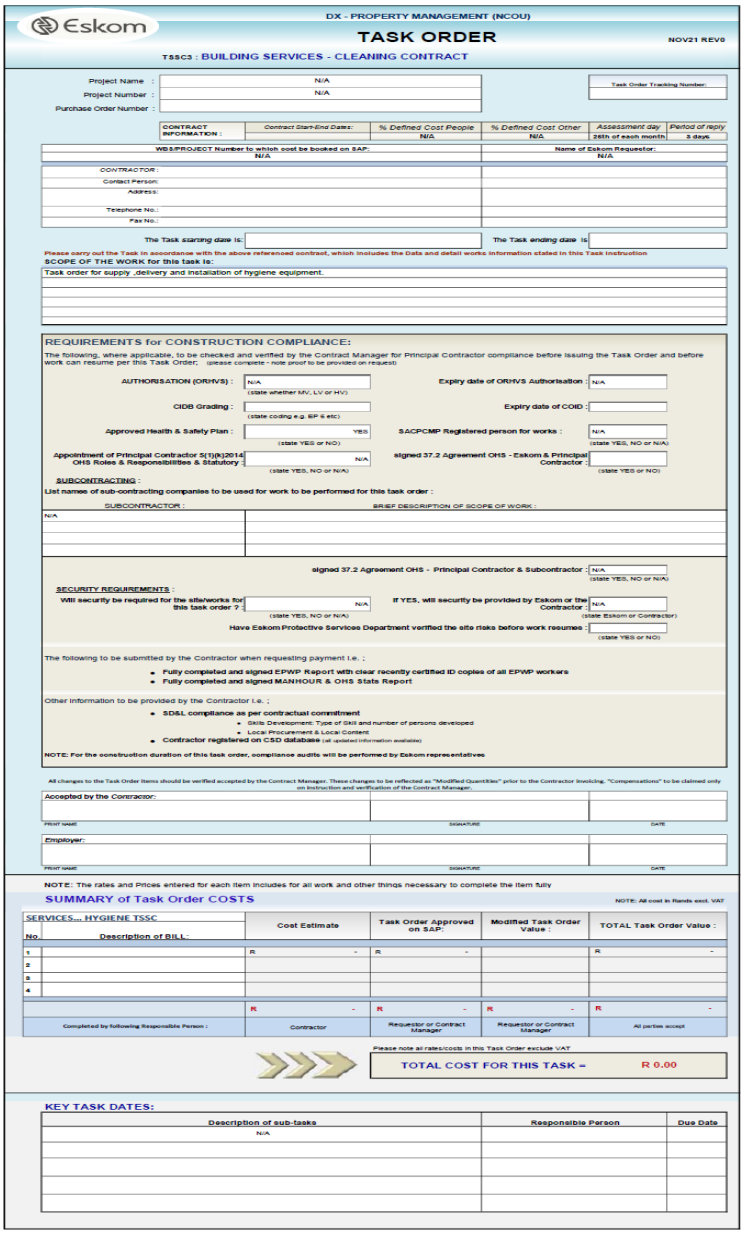
- All cleaning and gardening equipment

2.12.2 Information and other things

- Summary of all quantity of items supplied by Contractor as per the Price List for the duration of the contract.
- Summary of lessons learnt during the contract period.
- Summary of training undertaken by the Contractor's employees over the duration of the contract.
- Copy of all monthly reports
- All Safety Files and all other relevant safety documentation relevant to this contract.

2.13 Management of work done by Task Order

The *Contractor* must only carry out work if he receives a signed Task Order from the *Service Manager* or his delegates. Below is an example of a Task Order Form, whereby the format may be changed at any time by the *Service Manager*.



Eskom

DX - PROPERTY MANAGEMENT (NCOU)

TASK ORDER NOV21 REV0

TSSC3 : BUILDING SERVICES - CLEANING CONTRACT

Project Name : N/A
Project Number : N/A
Purchase Order Number :

Task Order Tracking Number:

CONTRACT INFORMATION :	Contract Start-End Dates:	% Defined Cost People	% Defined Cost Other	Assessment day	Period of reply
		N/A	N/A	26th of each month	5 days

WBS/PROJECT Number to which cost be booked on SAP: N/A
Name of Eskom Requestor: N/A

CONTRACTOR :
Contact Person:
Address:
Telephone No.:
Fax No.:

The Task *starting date* is: The Task *ending date* is:

Please carry out the Task in accordance with the above referenced contract, which includes the Data and detail works information stated in this Task Instruction

SCOPE OF THE WORK for this task is:

Task order for supply ,delivery and installation of hygiene equipment.

REQUIREMENTS for CONSTRUCTION COMPLIANCE:

The following, where applicable, to be checked and verified by the Contract Manager for Principal Contractor compliance before issuing the Task Order and before work can resume per this Task Order; (please complete - note proof to be provided on request)

AUTHORISATION (ORHVS) : N/A (state whether MV, LV or HV)
Expiry date of ORHVS Authorisation : N/A
CIDB Grading : (state coding e.g. 6P 6 etc)
Expiry date of COID :
Approved Health & Safety Plan : YES (state YES or NO)
SACPCMP Registered person for works : N/A (state YES, NO or N/A)
Appointment of Principal Contractor 5(1)(k)2014 OHS Roles & Responsibilities & Statutory : N/A (state YES, NO or N/A)
signed 37.2 Agreement OHS - Eskom & Principal Contractor : (state YES or NO)

SUBCONTRACTING :

List names of sub-contracting companies to be used for work to be performed for this task order :

SUBCONTRACTOR :	BRIEF DESCRIPTION OF SCOPE OF WORK :
N/A	

signed 37.2 Agreement OHS - Principal Contractor & Subcontractor : N/A (state YES, NO or N/A)

SECURITY REQUIREMENTS :

Will security be required for the site/works for this task order ? : N/A (state YES, NO or N/A)
If YES, will security be provided by Eskom or the Contractor : N/A (state Eskom or Contractor)
Have Eskom Protective Services Department verified the site risks before work resumes : (state YES or NO)

The following to be submitted by the Contractor when requesting payment i.e. :

- Fully completed and signed EPWP Report with clear recently certified ID copies of all EPWP workers
- Fully completed and signed MANHOUR & OHS Stats Report

Other information to be provided by the Contractor i.e. :

- SD&L compliance as per contractual commitment
  - Skills Development: Type of Skill and number of persons developed
  - Local Procurement & Local Content
- Contractor registered on CSD database (at updated information available)

NOTE: For the construction duration of this task order, compliance audits will be performed by Eskom representatives

All changes to the Task Order Items should be verified accepted by the Contract Manager. These changes to be reflected as "Modified Quantities" prior to the Contractor Invoicing. "Compensations" to be claimed only on instruction and verification of the Contract Manager.

Accepted by the Contractor:		
PRINT NAME	SIGNATURE	DATE
Employer:		
PRINT NAME	SIGNATURE	DATE

NOTE: The rates and Prices entered for each item includes for all work and other things necessary to complete the item fully

SUMMARY of Task Order COSTS

NOTE: All cost in Rands excl. VAT

SERVICES... HYGIENE TSSC No.	Description of BILL:	Cost Estimate	Task Order Approved on SAP:	Modified Task Order Value :	TOTAL Task Order Value :
1		R -	R -		R -
2					
3					
4					
		R -	R -	R -	R -
Completed by following Responsible Person :		Contractor	Requestor or Contract Manager	Requestor or Contract Manager	All parties accept

Please note all rates/costs in this Task Order exclude VAT

TOTAL COST FOR THIS TASK = R 0.00

KEY TASK DATES:

Description of sub-tasks	Responsible Person	Due Date
N/A		

2.14 Low service damages table

Item	Amount
Non-compliance to Eskom's Life Saving Rules	R 5 000 per finding
Non-compliance to Eskom Procedures and Policies	R 5 000 per finding
Non-compliance to Safety Acts, Standards, Procedures and Policies	R 5 000 per finding
Non-compliance to the OHSACT	R 5 000 per finding
Non-availability of a Cleaner	R300 per cleaner per day
Any staff of the *Contractor* found wearing the incorrect uniform, or found with dirty or wrinkled clothes, or not wearing their identity/ name tag shall result in a non- compliance to the *Contractor*.	R200 per day per cleaner
Non availability of Cleaning consumables	R500 per day
Non-availability of Hygiene Consumables	R500 per day
Non-provision of Waste Disposal Certificate for sanitary bins	10% of total price per month per site
Cleaning service not meeting Service Information Requirements	5% of total monthly price per site for each day of non-compliance

3. Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in **Part 3 – Safety** to this Service Information.

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

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

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

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

· Distribution: Rudi Kruger

3.2 Quality assurance requirements

Quality management
The *Contractor* shall comply with the Quality Assurance criteria and constraints stated in **Part 3.2 – Quality** to this Service Information.

System requirements

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

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

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

Information in the quality plan

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

(a) The *Contractor* shall demonstrate, provide and maintain a Quality Management System (QMS) that is ISO 9001 compliant or provide Quality Policy and Method statement or Contract Quality Plan
(b) The *Contractor* agrees to control and professionally preserve and store appropriate documents, records and recordings to guarantee the traceability of the services rendered and inspection thereof;
(c) The delivered services shall be uniform in Quality and condition, consistent with good industry practices and adhere to requested Eskom requirements, without deviation.

(d) Eskom shall have the right to conduct surveys and perform surveillance of the *Contractor*'s facilities to
(e) Eskom reserves the right to inspect any or all of the work. Verification by Eskom shall not absolve the *Contractor* of the responsibility to provide acceptable services, nor shall it preclude subsequent rejection by
(f) The services must comply with the agreed specifications and the applicable directives set out in the agreement. Defects notified by Eskom shall be remedied by the *Contractor* upon demand by Eskom without undue delay and at no extra cost. The *Contractor* shall continuously monitor and identify non-conformances, relating to the scope of work, as signals of opportunities for improvement making process and other relevant changes to prevent recurrence
(g) The Contractor / Consultant shall further identify potential problems before they occur by identifying deviations in patterns or trends in service or process performance.
(h) Nothing contained in the Contract shall relieve in any way the Contractor / Consultant from the obligation of Quality control thereof.
(i) The Contractor / Consultant guarantees that the quantity, Quality and outward appearance of the delivered services will comply with the requirements of the contract and/or relevant specifications.
(j) The Contractor / Consultant shall prove its ability, on request, to relate to the proposed scope of work which establishes the manner in which the Contractor / Consultant intends to perform the Contract.
(k) The Contractor / Consultant shall, on request, prove its organisational, logistics and support resources to ensure the requirements of the contract can be achieved.

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

3.3 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in **Part 5 - Environmental** to this Service Information.

4. Procurement

4.1 People

- The *Contractor* is solely responsible for the resolution of any dispute or problems that may occur between himself and his staff.
- The *Contractor* undertakes to hold the *Employer* harmless against any determination or award made in terms of the Labour Relations Act No.66 of 1995 as amended.

4.1.1 Minimum requirements of people employed

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

4.1.2 BBBEE and preferencing scheme

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

4.2 Subcontracting

4.2.1 Preferred subcontractors

N/A

4.2.2 Subcontract documentation, and assessment of subcontract tenders

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

N/A

4.2.3 Limitations on subcontracting

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

N/A

4.2.4 Attendance on subcontractors

This is the sole responsibility of the *Contractor*.

4.3 Plant and Materials

4.3.1 Specifications

N/A

4.3.2 Correction of defects

N/A

4.3.3 Contractor's procurement of Plant and Materials

N/A

4.3.4 Tests and inspections before delivery

N/A

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

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

5. Working on the Affected Property

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

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

5.1.1 Roads and Vehicles

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

5.1.2 Security

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

5.1.3 Access to and Departure from the Site

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

5.1.4 Temporary Gate Permits

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

5.1.5 Removal

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

5.2 People restrictions, hours of work, conduct and records

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

5.3 Health and safety facilities on the Affected Property

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

5.4 Environmental controls, fauna & flora

5.4.1 Protection of Flora

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

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

5.4.2 Protection of the Fauna

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

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

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

No domestic pets or livestock are permitted on site.

5.5 Cooperating with and obtaining acceptance of Others

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

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

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

5.6 Records of *Contractor*'s Equipment

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

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

5.7 Site services and facilities

5.7.1 Provided by the *Employer*

5.7.1.1 Water and Electricity usage

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

5.7.1.2 Offices, Workshops and Stores

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

5.7.2 Provided by the Contractor

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

5.8 Control of noise, dust, water and waste

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

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

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

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

(a) Domestic waste

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

(b) Organic waste

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

(c) Used oil and grease

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

(d) Hazardous waste

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

5.9 Hook ups to existing works

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

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

.10 Tests and inspections

- Inspection sheets to be displayed at the required work areas.
- Supervisor to do inspections as per check list, and sign off as verified,
- All check lists and Supervisor reports are to be submitted to the *Service Manager* timeously.

5.10.1 Description of tests and inspections

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

5.10.2 Materials facilities and samples for tests and inspections

N/A

6. Supplier Development and Localisation requirements

6.1 Prequalification

The tender was issued with the prequalification criteria of:

Only EME B-BBEE level 1 were eligible to tender in accordance with paragraph 4(1)(a) and 4(2) of the PPPFA regulations 2017.

6.2 Localization

6.2.1 Local content (Procurement)

This contract does not a designated sector; however, contractor/service provider accepted the Eskom's 100% proposal.

Local Production and content	Eskom Target	Contractor Commitment
Non-Designated sector	**100%**	**100%**

6.2.2 Local-to-site

The target for local to site is **80%** of local content/contract value. Local to site refers to a province where the scope of work shall be undertaken. The aim is for the tenderer to spend some of their budget within multiple local municipalities in the province. The expenditure could be a combination of procuring from local-to-site suppliers, recruiting employees and developing skills of candidates from the local-to-site regions - Northwest Province.

Local Production and content	Eskom Target	Contractor Commitment
Non-Designated sector	**100%**	**100%**

6.2.3 Job creation

Contractor is to indicate the number of jobs to be created and or retained as a result of this contract

To be completed by Contractor

Number of jobs to be **created** as a result of this contract	
Number of jobs to be **retained** as a result of this contract	*q*

6.3 Reporting

The tenderer shall on a quarterly basis or as and when required submit a report to Eskom in accordance with Data Collection Template on their compliance with the SD& L obligations described above.

Eskom shall review the reports submitted by the tenderers within 30 (thirty) days of receipt of the reports and notify the tenderers in writing if their SD&L obligations have not been met.

Upon notification by Eskom that the tenderers have not met their SD&L obligations, the tenderers shall be required to implement corrective measures to meet those SD&L obligations before the commencement of the following quarter.

6.4 SDL &I Penalty

Eskom will apply a penalty of 2.5% of the contract value for failure to meet SDL&I obligations

For the duration of the contract, Eskom will retain 2.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations, The retained amounts shall only be released to the contractor upon fulfilment of all SDL&I obligations.