



NEC3 Term Service Contract (TSC3)

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

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

for **THE PROVISION OF SUBSIDISED MEALS,
CATERING, CLEANING SERVICES AND
MAINTENANCE OF E-HOSPITALITY SYSTEM AT
ARNOT POWER STATION FOR A PERIOD OF THREE
(3) YEARS**

Contents:	No of pages
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CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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

C1.1 Form of Offer & Acceptance

Offer

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

THE PROVISION OF SUBSIDISED MEALS, CATERING, CLEANING SERVICES AND MAINTENANCE OF E-HOSPITALITY SYSTEM AT ARNOT POWER STATION FOR A PERIOD OF THREE (3) YEARS

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

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

Options A	The offered total of the Prices exclusive of VAT is	R [●]
	Sub total	R [●]
	Value Added Tax @ 15% is	R [●]
	The offered total of the amount due inclusive of VAT is ¹	R [●]
	(in words) [●]	

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

Signature(s)

Name(s)

Capacity

For the tenderer:

.....
(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

for the Employer

.....
(Insert name and address of organisation)

Name & signature of

Date

witness

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	[•]	[•]

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 _____ <i>(Insert name and address of organisation)</i>	_____ _____ _____ _____ <i>(Insert name and address of organisation)</i>
Name & signature of witness _____ _____ Date _____	_____ _____ _____

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	<div style="background-color: #cccccc; width: 100px; height: 40px; margin-bottom: 5px;"></div> dispute resolution Option	A: Priced contract with price list
	and secondary Options	W1: Dispute resolution procedure
	<div style="background-color: #cccccc; width: 100px; height: 20px; margin-bottom: 5px;"></div>	X1: Price adjustment for inflation
	<div style="background-color: #cccccc; width: 100px; height: 20px; margin-bottom: 5px;"></div>	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 ¹ (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[•]
	Fax No.	[•]
10.1	The <i>Service Manager</i> is (name):	[•]
	Address	[•]
	Tel	[•]
	Fax	[•]
	e-mail	[•]

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

11.2(2)	The Affected Property is	Arnot Power Station
11.2(13)	The <i>service</i> is	THE PROVISION OF SUBSIDISED MEALS, CATERING, CLEANING SERVICES AND E-HOSPITALITY SYSTEM AT ARNOT POWER STATION FOR A PERIOD OF THREE (3) YEARS
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> • Late Deliveries • Supply and Delivery of Goods that failed to meet contractual specification
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	Three (3) 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 <i>Contractor</i> submits a first plan for acceptance within	Two (2) weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	
30.1	The <i>service period</i> is	Three (3) Years
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	between the 25th day of each successive month.
51.1	The <i>currency of this contract</i> is the	ZAR (South African Rand)
51.2	The period within which payments are made is	<p>Thirty (30) Calendar days after the signed assessment by both Parties and a valid Tax Invoice.</p> <p>ATTENTION: Eskom's standard policy on payment term for all contracts valued above R50 000 000 (Fifty Million Rand), including VAT, is 60 days. Bidders are requested to bear this payment term in mind when submitting bids and concluding contracts.</p>
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365-day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose

appointment it shall not be necessary to prove) for amounts due in Rands and

(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

6	Compensation events	All Compensation Events are to be managed as per core clause 6 of the NEC3 TSC
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	<p>1.Interface with other service providers</p> <p>2.Employer will not make a payment if the invoice from the contractor does not correspond with the assessment by the Project Manager</p>
83	Insurance cover by Contractor	Refer to Z 12.1 INSURANCE TABLE A of the <i>additional conditions of contract "Z" clauses</i>
86	Insurance cover by Employer	Refer to Z 12.2 INSURANCE TABLE B of the <i>additional conditions of contract "Z" clauses</i>
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	Two (2) weeks after receipt of the approved Task Order

11 Data for Option W1

W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.

12 Data for secondary Option clauses

X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	One month after ITT/RFQ closing or to be agreed upon		
	The proportions used to calculate the Price Adjustment Factor are:	Proportion	linked to index for	Index prepared by
		15%	Fixed	
		60%	Labour	SEIFSA Table C3(a)
		20%	Transport	SEIFSA L2 (B)
		5%	CPI	SEIFSA Table D4
		100%		

X2	Changes in the law	
X2.1		is a compensation event if it occurs after the Contract Date
X 17	Low Service damages	
X17.1	The <i>service level table</i> is in	Refer to Table C below
X18	Limitation of Liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none"> • the total of the Prices at the Contract Date and • the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for <ul style="list-style-type: none"> • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	Twelve (12) months after the end of the <i>service period</i>.
X19	Task Order	
X19.2	Delay Damages	Five percent (5%) of the Task Order Value per day from the day of delayed completion until the actual completion of the services, to be capped at the maximum of Ten percent (10%) of the Total Task Order Values

X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within Seven (7) days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are Z1 to Z16 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that

the provisions of this clause are complied with by the recipient.

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

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

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

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

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

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

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

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

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

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

Z8 Notifying compensation events

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

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

Z9 *Employer's* limitation of liability

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

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

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

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

Z11 Ethics

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

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

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

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

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

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

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

Obstructive means a Committing Party unlawfully or illegally destroying, falsifying, altering or

Action concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

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

Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.

Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

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

Insurance cover 83

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

INSURANCE TABLE A

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

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

Z 12.2 Replace core clause 86 with the following:

Insurance by the Employer

86

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

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

Z14 Asbestos

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

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

normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

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

Z15 Security Clearance/ Criminal Checks

These clauses are not only, but are especially, applicable for accessing critical infrastructure in terms of the Critical Infrastructure Protection Act, 2019 (previously referred to as National Key Points), but may include other sites, and/or where persons are rendering a service or have given notice of intention to render a service to an organ of state, which service may (1) give him or her access to classified information and intelligence in the possession of the organ of state; or (2) give him or her access to or information concerning areas designated as critical infrastructure.

- Z15.1 The Contractor and its subcontractors implement risk and security management processes and measures to mitigate any threats against any premises, installations or sites, systems, or information of the Employer with only persons with criminal verification record security clearance certificates being given access after verification of these and identifying documents by the Employer's security system.
- Z15.2 The Contractor provides, at the Contractor's cost, to the Employer, criminal verification record security clearance certificates for each person the Contractor or its subcontractors requires to access any premises, installations or sites, systems, or information of the Employer, with copies

of their identifying documents, such as passports, before allowed such access by the Employer. The Employer's refusal to allow access to premises, installations or site/s, systems or information is at the Employer's sole discretion and is not a compensation event.

- Z15.3 The criminal verification record security clearance certificates provided are to have been issued by a service provider which is to be a reputable screening company accredited by the South African Police Services, are to be no older than four weeks since issue and valid for as long as each person is required to access premises, installations or sites, systems or information. The Employer may require updated certificates and identifying documents every 26 to 52 weeks, subject to safety and security concerns and the risk rating of the works or services undertaken and/or premises, installations or sites, systems or information.
- Z15.4 If any such criminal verification record security clearance certificates is cancelled, withdrawn, invalidated, amended, or expires, or a criminal conviction is noted against any person requiring access, even if an appeal against the criminal conviction has been noted, the Service Manager may instruct the Contractor to ensure that such person leaves the premises, installations or site/s and is blocked from systems and information and the giving of this instruction is not a compensation event.
- Z16 Protection of Personal Information Act Compliance
- Z16.1 For the purposes of this clause, the terms "Data Subject", "Personal Information", "Processing" and "Regulator" and "Responsible Party" have the meanings given to them in the Protection of Personal Information Act, 2013 ("POPIA").
- Z16.2 Each Party acknowledges that it is an independent Responsible Party in relation to the Personal Information processed in terms of this contract ("Shared Personal Information") and that it determines the purposes for which and the manner in which the Shared Personal Information is, or is to be, processed.
- Z16.3 Each Party shall always comply with POPIA when performing its obligations under this contract and shall not perform any of their respective obligations under this contract in such a way as to cause the other Party to breach any of that other Party's obligations under POPIA.
- Z16.4 Each Party shall ensure that, in respect of all Shared Personal Information provided to the other Party and in respect of the use of that Shared Personal Information under this contract:-
- Z16.4.1 all necessary fair Processing notices have been provided to and consents obtained from Data Subjects by that Party, where required, in terms of POPIA, including to specify that the other Party is also a Responsible Party in respect of the Data Subject's Personal Information and to provide a link (for example, <https://www.eskom.co.za/about-eskom/website-terms-and-conditions/>) to the other Party's Privacy Statement or to include a statement that the other Party's Privacy Statement can be found on the other Party's corporate website; and
- Z16.5 If either Party receives any complaint, notice or communication from the Regulator which relates directly to:
- Z16.5.1 the other Party's Processing of the Shared Personal Data; or
- Z16.5.2 a potential failure by the other Party to comply with POPIA in respect of the activities of the Parties under or in connection with this contract,
- it shall, to the extent permitted by law, promptly notify the other Party and provide such information as it shall reasonably request in that regard.

Z16.6 If a Data Subject makes a written request to either Party to exercise any of their rights under POPIA, the receiving Party shall respond to that request in accordance with POPIA. To the extent the request concerns Processing of Shared Personal Information undertaken by the other Party, the receiving Party shall:

Z16.6.1 promptly and without undue delay forward the request to the other Party; and

Z16.7 Each Party acknowledges that the other Party may disclose Shared Personal Information to any Regulator or law enforcement authority with jurisdiction to request access to the Shared Personal Information.

Z16.8 Neither Party discloses or otherwise makes available the Personal Information to any third party (including sub-contractors, but excluding its authorised employees who require access to such Personal Information strictly in order for the Parties to carry out their obligations pursuant to this contract), unless a Party has provided, to a requesting Party, its prior written consent to do so, and the requesting Party has submitted to the other Party (consenting Party), to its satisfaction, a copy of a written contract or undertaking that the requesting Party has entered into with a third party for the protection of Personal Information of the Data Subjects or unless there is an applicable exemption in terms of the law to process or further process the personal information.

Z16.9 The requesting Party indemnifies and holds harmless the consenting Party and its staff, successors, cessionaries, delegates, and assigns, from any and all losses, costs, expenses and damage, as well as penalties and fines arising from the requesting Party's non-compliance with the provision of any relevant legislation applicable to Personal Information or data protection, as well as damage to the consenting Party's reputation and costs of compliance as directed by the Regulator, including but not limited to publication of the data breach.

X17 LOW SERVICE DAMAGES TABLE C

Meal delivery punctuality	95% of meals delivered within agreed time window	Service disruption and customer dissatisfaction	3% deduction on monthly invoice if performance drops below 95%
Food quality & presentation	Meals meet agreed menu specifications and presentation standards	Customer complaints and reputational damage	R65 Deduction applied per verified non-conformance
Hygiene compliance	100% compliance with food safety audits and regulations	Breach of health regulations and possible closure risk	Immediate 5% deduction on monthly invoice + corrective action required
Staff professionalism	Staff in full uniform, trained, and courteous	Poor service delivery and customer dissatisfaction	R200 Deduction per recorded incident
Provision of qualified personnel	Staff meet technical, hygiene, and legal compliance (NKP, SAPS, PSIRA where applicable)	Legal non-compliance and safety risks	Daily hourly rate charged for unqualified staff + immediate replacement required
Stock availability	95% of advertised menu items available	Service inefficiency and customer dissatisfaction	5% deduction if threshold not achieved
Customer satisfaction	Minimum 85% positive feedback in surveys	Decline in service reputation	Tiered deduction if below threshold 80–84%
Poor housekeeping / kitchen cleanliness	Kitchen and service areas maintained to required standards at all times	Health risk and regulatory non-compliance	Daily penalty charged to responsible supervisor and cleaning staff
Failure to provide PPE / safety gear	100% PPE compliance for kitchen and service staff	Safety violations and legal exposure	R200 per day per incident
Safety, fire, or environmental incidents	Zero incidents due to negligence	Injury (LTI), legal liability	Early warning + Non-Conformance Report (NCR) and 5% deduction of the P.O
Delays in submitting	Submission within 7	Project delays and	R200 per day of

plans / reports	days of instruction	non-compliance	delay
Equipment unavailability	All catering equipment available and functional	Service disruption and delays	R500 per day depending on equipment unavailable
Staff shortages / absenteeism	Adequate staffing levels maintained daily	Poor service delivery	Hourly rate charged per absent staff member

C1.2 Contract Data

Part two - Data provided by the Contractor

Notes to a tendering contractor:

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

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

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

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

Experience:

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

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

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	No of pages
	This cover page	1
C2.1	Pricing Assumptions	4
C2.2	<i>The Price Schedule</i>	1
	Total number of pages	6

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

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

Identified and defined terms	11 11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract. (17) The Price for Services Provided to Date is the total of <ul style="list-style-type: none"> • the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and • where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate. (19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.
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This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both.

2. Function of the Price List

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

3. Link to the *Contractor's* plan

Clause 21.4 states "The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance". Hence when compiling the *price list*, the tendering contractor needs to develop 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).

4. Preparing the *price list*

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

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

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

4.1. Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

Item No.	Description	Unit	QTY	Rate	Price
	<u>Bill No.1</u>				
	<u>Preliminaries and General</u>				
	Fixed P & G's				
1	Site establishment				
1.1	6x3m open plan kitchen container (to be fully furnished)	Sum	1		
1.2	6x3m male and female toilets	Sum	1		
1.3	6x2.4m storage container	Sum	1		
1.4	Safety File	Sum	1		
1.5	Removal of Site establishment on completion and clean up all kitchen and dining hall areas to the satisfaction of Eskom Contract Manager	Sum	1		
2.	Time-related P&Gs				
2.1	6x3m open plan kitchen container (to be fully furnished)	Monthly	12		
2.2	6x3m male and female toilets	Monthly	12		
2.3	6x2.4m storage container	Monthly	12		
3.	<u>Health and Safety Requirements:</u>				
3.1	Safety File	Annually	2		
3.2	Pest control (to include certificate) for a period of 3 years (installation charge)	Once-off	1		
3..2.1	Cockroaches (655.1 m2)	Monthly	36		
3.2.2	Rodent baits (18 off serviced monthly)	Monthly	36		
3.2.3	Flies (3 lumia fly units serviced monthly)	Monthly	36		
4	<u>Transportation:</u>				
4.1	Transport of all employees (home-work-home) x1 13-seater	Monthly	36		
4.2	Transport for meal deliveries on site (food delivery vehicle minivan with canopy) x2	Monthly	36		
	Sub-Total: Bill No.01				
	<u>Bill No.2</u>				
5	<u>Subsidized Meals</u>				

Item No.	Description	Unit	QTY	Rate	Price
5.1	Subsidized Breakfast meal of the day must comprise of a portion of any of 2 protein type (e.g. Eggs, bacon, sausages, mincemeat), grilled tomato or baked beans, 2 slices of bread (brown or white), 1 fruit and soft drink/fruit juice or water. Soft porridge (Mabele, white porridge or Oats or weetbix or cornflakes)	Per plate	70 000		
5.2	Subsidized Lunch meal of the day must comprise of a portion of any of 1 meat type (red meat, Chicken or Fish), one portion of vegetable, 1 portion of salad, portion of rice or pap or samp, 1 fruit and either 1 x 330ml soft drink or 330ml fruit juice or 500ml water.	Per plate	480 000		
5.3	Subsidized dinner meal of the day must comprise of a portion of any of 1 meat type (red meat, Chicken or Fish), one portion of vegetable, 1 portion of salad, portion of rice or pap or samp.	Per plate	70 000		
5.4	Boarding house beverages (monthly breakfast pack)				
5.4.1	Kellog's Cornflakes 1kg (100 off) or similar approved by employer	Monthly	36		
5.4.2	Ouma Rusks 500g (100 off) or similar approved by employer	Monthly	36		
5.4.3	Bokomo Weetbix 900g (100 off) or similar approved by employer	Monthly	36		
5.4.4	Brown sugar 1kg (50 off) or similar approved by employer	Monthly	36		
5.4.5	White sugar 1kg (50 off) or similar approved by employer	Monthly	36		
5.4.6	Rooibos 250g (50 off) or similar approved by employer	Monthly	36		
5.4.7	Joko tea 250g (50 off) or similar approved by employer	Monthly	36		
5.4.8	Parmalat Fresh Milk 6 pack of 1L (100 off) or similar approved by employer	Monthly	36		
5.4.9	Soft drinks 24 cases (48 off) or similar approved by employer	Monthly	36		
5.4.10	Liqui Fruit juice 24 cases (48 off) or similar approved by employee	Monthly	36		
5.4.11	Aquella Still water 24 cases (4 off) or similar approved by employee	Monthly	36		
	Sub-Total: Bill No.02				

6	Bill No.3					
	Station Beverages					
6.1	Brown sugar Plastic Bag Crystalline 1Kg (100 off) or similar approved by employer	Monthly	36			
6.2	Instant coffee 750g) (100 off) or similar approved by employer	Monthly	36			
6.3	White sugar Plastic Bag Crystalline 1Kg (200 off) or similar approved by employer	Monthly	36			
6.4	Five Roses Tea Bags 250g (50 off) or similar approved by employer	Monthly	36			
6.5	Joko Tea Bags 250g (50 off) or similar approved by employer	Monthly	36			
6.6	Rooibos Tea Bags 250g (50 off) or similar approved by employer	Monthly	36			
6.7	Coffee Creamer Ellis Brown/Cremora (100 off) or similar approved by employer	Monthly	36			
6.8	Full Cream UHT Milk 6 pack (250 off) or similar approved by employer	Monthly	36			
	Sub-Total: Bill No.03					
	Bill No. 4					
7	Provisional Sums					
7.1	Allow a sum per year for catering for special events at Arnot Power Station for the duration of the contract.	Annually	3			
	Sub-Total: Bill No.04 - Provisional Sums					
	Grand Total - EXCL. VAT					

The total of the Prices

PART 3: SCOPE OF WORK

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C3.2	<i>Contractor's Service Information</i>	1
	Total number of pages	32

C3.1: EMPLOYER’S SERVICE INFORMATION

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Description of the service

Executive overview

This contract provides for the provision of Subsidised meals, Catering, Cleaning Services, and the implementation of an Electronic Hospitality (IT food management) system, including the Supply and Delivery of Beverages on an “as and when required” basis at Arnot Power Station for a period of 36 months.

The scope of services includes the supply, preparation and service of quality meals and fast foods, administration and control of meal distribution, provision of hygiene and cleaning services, and ad hoc special catering requirements. Due to the nature of the operation, meal volumes cannot be guaranteed, and all projected figures used anywhere in this document are only estimates.

All services must comply with applicable Food, Hygiene, Environmental, and Occupational Health and Safety legislation, including the Occupational Health and Safety Act 85 of 1993, as well as relevant ISO standards (ISO 9001, ISO 14001, and ISO 18001), and any other governing regulations for food and catering services.

Arnot Power Station has a workforce exceeding 1,000 personnel across Eskom, ERI, contractors, and subcontractors, operating from multiple buildings on Site. Of these, approximately 600 Eskom/ERI employees are entitled to one subsidised meal per day.

The *Contractor* shall be required to accommodate a broad range of dietary requirements, including the provision or sourcing of specialised meals from external suppliers where necessary.

This includes, but is not limited to, dietary preferences and requirements based on religious, cultural, and lifestyle considerations, such as vegetarian, kosher, and halaal meals.

Where applicable, the Contractor must ensure that all specialised meals (e.g., halaal and kosher) are prepared, handled, and certified in accordance with the requirements of the relevant recognised certification authorities. Valid certification must be maintained and provided to the Employer upon request.

Duration of service

The intended term of the contract will be for a period of 36 months.

Normal Working hours – canteen staff

Normal working hours will be from 04:00– 20:00pm (Monday to Sunday including public holidays)

Normal service time

Normal service time will be from 05:30am to 07:45pm (Monday to Sunday including public holidays)

Lunch to be available from 11:30am until 13:00pm (Monday to Sunday including public holidays)

Dinner to be available from 17:30pm until 19:45pm (Monday to Sunday including public holidays)

1.2. Employer's requirements for the service

1.2.1. Electronic ordering system:

a. Summary of requirement for the electronic ordering system:

1. It is a pre-order system that enables site personnel to order meals and has the capability of reconciliation all orders at any time by personnel number, name or both. The system shall also be able to report on the order and actual delivery.
2. System to distinguish between subsidized and non-subsidized meals.
3. Only allow one subsidized meal per person per day.
4. System to deduct subsidy amount from each account for the employee's account and charge the remainder for Eskom's account. This function is for Eskom's internal control.
5. Prevent more than one subsidized meal per employee per day.
6. Identify non-subsidized meals or snacks at correct price and deduct full amount from employee's account.
7. System shall have the capability to be programmed as such for employees that are allowed for more than one subsidized meal credit. This is to be administered by the system and reporting on these allowances to be made available.
8. Facility for employees to add additional funds to their accounts to be made available (Top up).
9. Facility to book meal any time during the day with an alert function to indicate when booking time for meals has expired "bookings closed". Must be able to book a week in advance. Subsidised meals only allowed if booked.
10. If the mobile Scanning service for deliveries is not available:
 - 10.1 To be scanned at a Top-up machine or
 - 10.2 Separate delivery system with pre-pay facility on placement of delivery order through PC or e-forms, etc. The delivery system must have a delivery management system. Email notification on dispatch of order.
11. Till slip or report to be provided with every meal that shows employee's balance.
12. System to be able to manage stock and ordering levels as well as reporting of the stock and order levels. (Supplier's stock if any and Eskom stock separately).

b. Pre-order system

1. Pre-order system to be accessible from existing Laptops/Computers or purpose kiosk workstations.
2. Pre-order system to interface with existing Eskom network and software to be able to interface with existing laptops/computers.
3. The system must be Cloud-based, this includes all server equipment.
4. Pre-determined cut off times for meal orders to be shown.
5. Book ± 1 week in advance but allow for cancellation before cut-off time.
6. Orders to be per meal.
7. System to allow subsidised meal only if pre-booked but must be able to override by an administrator.
8. Subsidised meals give an option of 3 different meals. Person may not be allowed to change a meal chosen (booked) at till point. The System must therefore to be able to provide daily / weekly / monthly variance report between meal booked and meal taken. Must also be able to draw this report per personnel number.
9. Pre-booking system must be available for 24 hours per day / 7 days per week. Provision to be made for standby power for the main server to eliminate down time during power outages.

c. Swipe at till

1. System to recognise whether subsidy meal was pre-booked.

2. System to deduct employee portion i.e. subsidised amount from employee's individual balance and accumulate the *Employer's* subsidy.
3. System to allow for only one subsidised meal per day.
4. Pin facility for event of card having been lost, linked to individual's personnel number.
5. Must print slip at till showing "meal taken", price, subsidy amount used for the transaction, own personal account amount used for the transaction, subsidy amount balance, personal account balance i.e., personal account balance available for use. Also show personnel number.
6. System to deduct full price of any meal taken from personal account if the subsidy amount had already been utilised for the day, or if the meal taken is not a subsidised meal.
7. System to allow functionality to limit the number of subsidised meals allowed per month but must also be able to either disable this functionality or override the limit.

d. Delivery

1. Must limit the number of employees that may deliver to site i.e. system to log delivery personnel and a report to be created.
2. Delivery of food will be at the Rietkuil single quarters dining rooms, Arnot single quarters dining room as well as inside the Power Station at various locations.
3. Alert function if delivery is overdue.
4. E-mail / sms notification of delivery dispatched.
5. On-line delivery orders selection, collect or deliver.

e. Ordering Kiosk locations

1. Any laptop/computer/cell phone connected to the Eskom network or internet.
2. Remote ordering kiosks: provide for at least 6 ordering kiosks at various locations within the Power Station as well as at the canteen. The system must be able to expand for this requirement.

f. Maintenance of electronic ordering system

The *Contractor* shall be responsible for all maintenance of the electronic ordering system for the period of the service agreement of 36 months. The maintenance shall include all aspects of the system both hardware and software. Maintenance records are to be kept by the contractor and the schedule of these activities to be made available to the *Employer*.

g. Stock and order control

The *Contractor's* site/service manager as well as the *Employer's* service manager must be able to manage the electronic system to manage all stock levels and orders. The system must be capable of giving historic reports as well as current reporting; these reports should also be capable of tracking orders both historic and current.

1.2.2. Catering and Cleaning Services

1.2.2.1. Food containers

Fully biodegradable food containers, divided with a lid and big enough to ensure complete cover of food without squashing.

- be able to withstand heating up to 100 degrees Celsius; and
- be able to withstand weight pressure during packing.

1.2.2.2. Cutlery set

Serviettes, disposable cutlery (knife, fork & spoon), packed seasoning (salt and pepper) and sauce packages (tomato sauce, vinegar and salad dressing) and toothpick to accompany all meals.

1.2.2.3. Food Production

Food production shall take place at the kitchen facility located at Rietkuil Single Quarters. The *Contractor* is hereby made aware that the Rietkuil facility may be subject to certain operational constraints. These include, but are not limited to, ageing equipment, power outages without backup supply, and unreliable cooling infrastructure. Notwithstanding these constraints, the *Contractor* shall be required to implement appropriate contingency measures to ensure that food production and service delivery are not interrupted at any time.

- All food shall be prepared strictly in accordance with the approved menu, standardised recipes, and prescribed food production methods, ensuring consistency, quality, and compliance with applicable standards
- Food is to be handled correctly i.e. received, stored, prepared and served in a safe manner as per prescribed standards.
- Prepared food is held for the minimum time before consumption and held for a maximum of three (3) Hours after production dependant on temperature control.
- The following cooking utensils and equipment to be supplied by the *Contractor*, note that the *Contractor* shall be required to supply the equipment and shall remain the property of the *Contractor*. The *Employer* will not, for the duration of the Service Agreement, be responsible for the maintenance, procurement and/or supply of any of the listed and omitted equipment required.
- All equipment shall be maintained in a clean, hygienic, and fully serviceable condition always. The *Contractor* shall implement a structured maintenance and cleaning programme to ensure ongoing compliance with applicable health and safety standards. Comprehensive records of all maintenance, servicing, and cleaning activities shall be always maintained and made readily available to the *Employer* upon request.

The equipment required is listed below and should be at the supplier's cost.

- Shelving
- Bain Marie's
- Beverage coolers
- Crockery and cutlery
- Double chip fryer
- Double fish fryer
- Food delivery trollies
- Food preparation tables and work counters

- Gas grillers floor standing
- Gas oven/stove
- Industrial microwaves
- Industrial ovens
- Industrial pots and pans
- Pot racks
- Potato peeler (optional)
- Sandwich top fridge
- Sinks (kitchen and scullery)
- Stainless steel counters
- Tea trolley
- Tilting pan
- Tray and cutlery trolley
- Tray clearing trolley
- Vegetable racks, etc.

1.2.2.4. Serving hot meal

May be taken away or eaten in the mentioned dining rooms with washable crockery and cutlery.

Food shall be aligned with the serving times agreed with the *Employer*, which may be changed from time to time based on *Employer's* discretion.

The *Contractor* has the capacity for simultaneous refilling of serving stations and replenishing of stock as well as serving of meals.

Each serving point is sufficiently staffed for serving meals.

All serving points are open and fully functional during day lunch peak on normal weekdays and any other time when the demand is high.

Ensure that the serving process runs smoothly and prevent unnecessary delays.

1.2.2.5. Menus

- o Menus shall be according to the specification given.
- o The *Contractor* shall submit a 15 Day cycle menu (recommended) to the *Service Manager* for acceptance and influence.
- o An alternative of red and white meat shall be available daily, where possible, dry and wet cooked alternatives shall be available daily.
- o Dessert should be served three time a week
- o Breakfast menu should also include yoghurt (80ml), jam (15g) and margarine (8g) portions and 1 fruit daily.
- o Starchy vegetables like sweet potatoes and potatoes shall be served as a starch not vegetables
- o Cabbage shall be served only as a salad ingredient e.g. (Coslow) not vegetables.
- o Menus or changes to menus shall be accepted by the *Employer's Service manager* prior to implementation.
- o Reviewed quarterly for seasonality and menu fatigue.

- The *Contractor* shall include special diet menus (e.g. vegetarian, light, diabetic and low salt, halaal).

1.2.2.6. Further to the above, the *Contractor*: -

Provides all meals within the least waiting time i.e., each person to be able to have lunch within allowed time.

The waiting period shall be kept at a maximum of 15 minutes.

- Provides freshly prepared food for each shift.
- Presents all meals in an attractive manner and at correct temperatures as per the standard.
- The *Contractor* shall include special diet menus (e.g. vegetarian, light, **Diabetic** Controls queues to ensure
- A smooth-running service without delays especially during the day.
- Constantly supervises food production, service and dining.
- Maintains effective communication between all supervisors, manager/s and stores at all times to ensure a smooth-running service.
- At all times maintains the areas (Canteen, dining halls) in a clean condition.

1.2.2.7. Cleaning and hygiene

- Manage and maintain the facilities in a good and hygienic condition.
- Clean and clear all dining facilities and kitchen area before, during and after meals.
- Deep clean all facilities and surrounding areas at least once a week.
- Clean kitchen drains, gullies and grease traps daily.
- Sanitize all equipment and surfaces on an ongoing basis.
- Conduct monthly independent audits and sampling. The *Employer* reserves the right to conduct its own audits and sampling at its discretion.
- Clean all rooms including internal and external ablutions and surroundings related to the Canteen.
- Keep the waste area in a clean condition.

1.2.2.8. Waste Management

- Separate all waste at source.
- Always keep the waste area (Swil) locked and clean.
- Dispose of prepared food waste and used oil in a safe manner and separately from the rest of the waste.
- Keep the bins around the Canteen in a clean condition.

1.2.2.9. Staffing

In the execution of its duties the *Contractor*.

- Provides adequate human resources to execute the tasks as required by the *Employer*, including outside normal working hours. E.g. administration, management, SHEQ and quality control.
- Provides constant supervision in all areas where work is performed.

- Provides for a SHEQ/Quality Controller for all safety, environmental and quality control activities.
- Remunerates all employees as per legislation and industry norms.
- Continuously develops all employees on key areas of service and on Safety, Health, Environmental and Quality matters.

1.2.2.10. Administration

The *Contractor must*:

- Keep all tills in good working condition.
- Submit to the *Employer* an automated month end report in a format agreed with the *Service Manager*.
- The *Employer* reserves the right to full access of all records and may require further verification or change to supporting documents at any given time.

1.2.2.11. PPE and Uniform

The *Contractor* provides its employees with PPE and uniform that meets the requirements of a food production facility; this includes work wear for cold weather. PPE's shall be company branded.

All uniform and PPE are kept in a neat condition. Employees are provided with enough PPE and uniforms to ensure a clean set for each shift.

The *Contractor* provides coats, mop caps and beard covers and keeps a register for people entering any of the food handling areas.

1.2.2.12. Emergency and Risk

Within 12 days of the commencement date the *Contractor* shall provide the *Employer* with a comprehensive risk analysis for the complete operation.

1.2.2.13. Other requirements

The *Contractor* shall conduct quarterly independent audits, keep records and report the findings To the *Service Manager*.

The *Contractor* shall conduct quarterly swab tests, keep records and report the outcomes to the *Employers Service Manager*.

1.2.2.14. Special Catering

The following special catering will be supplied on request by the submission of the **Special Catering Form** to the *Contractor*:

- For functions.
(Below are some of the special events that should be catered for during the 36-month period).

Event/Function	Date(s)	Number of people	Proposed Menu items
Mass Communication	Every Month X12	+400ppl	Tea/Coffee Snack Packs: Juice, Chips, Nuts, Fruits, Energy Bars, Biscuits
Business Review Meetings	Every Month	+85ppl	Tea/Coffee Breakfast Lunch with cold drink Cold drink & water
Donations Hand-over	1 Monthly X12	+35ppl	Platters Coldrinks & Water
Health & Wellness Campaigns	1 Monthly X12	+250ppl	Snack Packs: Juice, Chips, Nuts, Fruits, Energy Bars
Easter Road Safety	April	+1200ppl	Snack Packs: Juice, Chips, Nuts, Fruits, Easter Eggs (Eskom & Contractors)
Mens Health Conference	April	+500pp	Décor Catering: Breakfast Lunch Gift
Mother's Day Messaging	May	+900	Chocolate Slabs/Snack Paks (Eskom & Contractors)
EWAP Round Table Discussions	February & June X2	+300	Tea/Coffee/Muffins Water Lunch with Coldrink
Father's Day Messaging	June	+1100	Chocolate Slabs / Snack Packs (Eskom & Contractors)
Youth Day	June	+900ppl	Snack Packs: Juice, Chips, Nuts, Fruits
Mandela Day Activities	17 July	+100ppl	Platters Coldrinks & Water Snack Packs
Women's Day Function	August	+300ppl	Décor Breakfast Lunch Coldrink & Water Gift
Spring/Arbor Day	September	+900ppl	Snack Packs: Juice, Chips, Nuts, Fruits

Heritage Day	September	+450ppl	Décor Snack Pack Heritage Foods
Stakeholder Forum Term Closure	November	+60ppl	Decor Braai Water & Coldrink
Managers Awards Adjudication Committee	2/3 Days November	±20ppl	Breakfast Water Lunch with Coldrink
Managers Awards Function	November/December	±500ppl	Décor Breakfast Lunch Gift
School/TVET Excursions Station Visits	1 Monthly X12	+80ppl Per visit	Breakfast Water Lunch with Coldrink Snack Packs Gift
Blue flag League Games	April May June July August September October November	±250ppl	Snack Packs: Powerade and Water, Chips, Nuts, Fruits

- Training.
- Audits; and
- Braai packs -This is usually requested for Christmas and New Year for all employees on site during this time.
- Ad hoc functions not listed but may be required.
- As a contingency, there might be a requirement to assist other Eskom sites with meals during abnormal situations. This will be on an “as and when” required basis only. These will be the same meal as any normal meal.

Note: All the events/ functions should be catered for, pending the employer’s approval, and these quantities are only estimates.

1.3 Supply and Delivery of Station Beverages

1.3.1 Specification and description of the goods

The *Service Manager* specifies the goods as the supply and delivery of beverages and related consumables on an “as and when required” basis for a period of 36 months at Arnot Power Station.

1.3.2 Purchaser's design

1.3.3 Procedure for submission and acceptance of Supplier's design

Where applicable, the Supplier shall submit the following for acceptance prior to supply:

- Product specifications and data sheets
- Manufacturer details and compliance certificates (e.g. SABS or equivalent)
- Packaging and labelling details
- Proposed delivery and stock replenishment plan

1.3.4 Other requirements of the Contractor's design

Contractor's design (where applicable) shall:

- Ensure suitability for industrial consumption environments
- Consider safe storage, handling, and transport conditions
- Ensure compliance with Eskom SHEQ policies
- Include clear expiry dates, batch identification, and traceability

1.3.5 Use of Contractor's design

The *Service Manager* shall use the *Contractor's* design solely for:

- Evaluation and acceptance of goods
- Operational consumption at Arnot Power Station

The *Contractor* retains responsibility for the adequacy and compliance of their design

1.3.3 Manufacture & fabrication

All goods shall be manufactured and supplied in accordance with:

- Recognized food safety and quality standards (ISO 9001 where applicable)
Applicable South African regulations and industry standards

1.3.4 The Contractor shall ensure:

- Consistent product quality
- Proper storage and transportation conditions
- No contamination, damage, or deterioration prior to delivery

1.3.5 Factory acceptance testing (FAT)

Factory Acceptance Testing is not applicable to standard off-the-shelf consumable goods.

However, the *Service Manager* reserves the right to:

- Request product samples
- Verify compliance certificates
- Conduct supplier audits where necessary

1.3.6 Other tests and inspections and commissioning in place of use

Quality control check will be done by the designated Arnot Power Station Representative when goods are delivered on site before they can be booked into the Store (Receiving)

The following inspections shall be conducted upon delivery:

- Visual inspection for damage, contamination, or non-compliance
- Verification of quantities against delivery notes
- Shelf-life compliance check (minimum 75% remaining)
- Packaging integrity and labelling verification

The *Employer* may reject:

- Damaged goods
- Expired or near-expiry goods
- Non-compliant products

No commissioning is required, as goods are consumables intended for immediate use.

1.3.7 Operating manuals and maintenance schedules

Not applicable to consumable goods.

1.3.8 Supply Requirements

The *Contractor* shall supply and deliver beverages and consumables on an “as and when required” basis for a period of 36 months.

The *Contractor* shall:

- Ensure continuous availability of stock.
- Deliver goods to designated delivery points within Arnot Power Station
- Provide delivery notes with each consignment, clearly indicating quantities, batch numbers, and expiry dates
- Replace any defective, damaged, or expired goods at no additional cost to the Purchaser
- Ensure all deliveries are made within the agreed lead times

1.3.9 Specification of the services to be provided

The *Contractor* shall provide the following services as part of the contract:

- Procurement and supply of specified beverages and consumables
- Transportation and delivery to Arnot Power Station
- Offloading at designated delivery points.
- Quality assurance, ensuring all goods meet specified standards prior to delivery
- Handling of returns and replacements for non-compliant goods

1.3.10 Constraints on how the *Contractor* Provides the Goods

Programming constraints

The *Contractor* shall:

- Supply goods on an “as and when required” basis in accordance with Purchase Orders issued by the *Purchaser*
- Adhere to agreed lead times for delivery
- Notify the *Purchaser* timeously of any potential delays or supply risks

Work to be done by the Delivery Date

By the Delivery Date, the *Contractor* shall:

- Deliver the correct quantities and specified items to the designated delivery points

Ensure all goods:

- Meet quality and safety requirements
- Have minimum 75% shelf life remaining
- Are free from defects or damage

Provide all required delivery documentation, including delivery notes and product details

1.3.11 Marking the goods

All goods shall be clearly marked with:

- Product description
- Manufacturer details
- Batch numbers (where applicable)
- Date of manufacture and expiry date
- Storage instructions (where applicable)

1.3.12 Constraints at the delivery place and place of use

Deliveries can only be done during normal working hours unless the *Service Manager* requests the goods immediately in cases of emergency.

Normal working hours are as follows:

Monday-Thursday 07:00 – 16:15

Friday 07:00 – 12:00

Interpretation and terminology.

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
E Hospitality	Electronic Hospitality system

Management strategy and start up.

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:
Contractor Safety Meetings	Monthly	TBC	<i>Contractor</i> Management and Safety Rep Services Safety
Canteen meetings and assessment	Monthly	kitchen	<i>Contractor</i> Management and SHEQ
Weekly meetings with the <i>Service Manager</i> or when required	Weekly	kitchen	<i>Contractor</i> Management and Safety Rep

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 convenes 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**

- Provide adequate human resources to execute task as required by the Employer.
- Provide management and supervision of the canteen and catering services for Arnot Power Station.
- Provide supervision for each shift.

- Provide a qualified Chef who will ensure compliance.
- Provide a fully dedicated SHEQ Officer to provide Safety, Health, Environmental and Quality control activities.

Note: Submit organogram to the Employer with list of all appointed personnel and their roles and Responsibilities. See attached Technical Evaluation Criteria for minimum requirements on the key personnel.

2.4. Provision of bonds and guarantees

Not applicable

2.5. Documentation control

Monthly reports to be submitted to the *Employer's Service Manager*.

2.6. Invoicing and payment

The Z clauses make reference to invoicing procedures stated here in this Service Information. Also include a list of information which is to be shown on an invoice.

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

The *Contractor* shall address the tax invoice to

_____ and include on each invoice the following information:

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

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

2.7. Contract change management

Clause 6 Compensation events of the NEC3 Term Service Contract will apply to all changes in this contract.

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

Not applicable

2.9. Insurance provided by the Employer

First read TSC3 Core Clause 86.1 and then add anything necessary for the management of insurance related issues such as a cross reference to where procedures for making claims can be found. Also provide contact details for persons capable of being able to answer any insurance related queries the Contractor may have, as well as to whom the information required by Marine Insurance (if any) may be addressed.

2.10. Training workshops and technology transfer

Not applicable

2.11. Design and supply of Equipment

Not applicable

2.12. Things provided at the end of the service period for the Employer's use**2.12.1. Equipment**

At the end of the service period the E-Hospitality system will remain the property of the Employer.

2.12.2. Information and other things

Reports must be submitted to the Employer after each service.

2.13. Management of work done by Task Order

Only use this heading if Option X19 applies to this contract.

In some cases all work may be done in terms of Task Orders in which case it may be logical to move this section closer to the start of this part 2 of the Service Information. In some cases only parts of the service may require to be handled by Task Order, for example a major repair which has become necessary during a continuous maintenance service contract.

Please read Option X19 before drafting requirements here as much of the procedure for the administration of Task Orders is already provided in X19, for example X19.2 specifies what a task Order should include

A Task Order format could be provided in an Annexure to this Service Information.

Many considerations can apply to Task Orders, such as availability of resources, arrangements for emergency work, Task Order reporting (work carried out and service results), assessment of additional Prices for *service* not included in the Price List etc.

Clause X19.6 requires information which should be included on a Task Order programme.

Further requirements for Task Orders include things to be provided by the *Employer* under a Task Order and the conditions under which the *Employer* or Others are to work.

- The *Contractor* performs work in accordance with the prior use of a Task Order from the delegated *Service Manager* or his delegate and completes it within the period specified in the Task Order. Should the *Contractor* be unable to supply the resources required to complete a Task Order within the period specified, he immediately notifies the delegated *Service Manager* to this effect. The notification includes recommendations as to how the work can be completed.

3. Health and safety, the environment and quality assurance

3.1. Health and safety risk management

In addition to the requirements of the laws governing health and safety, Eskom may have some additional requirements particular to the *service* and the Affected Property for this contract. The text below provides for these being attached as an Annexure to this Service Information. PLEASE ALSO READ CORE CLAUSE 27.4 TOGETHER WITH Z7 IN THE ADDITIONAL CONDITIONS OF CONTRACT TO MAKE SURE THAT WHATSOEVER 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 to evaluate against enquiry-specific safety criteria.

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

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

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

The *Contractor* shall ensure that all his personnel attend a Health and Safety Induction Course presented by the *Employer* daily from 09:00 to 11:00 free of charge prior to commencement of any *works*. This is a two (2) Hour course and is valid for the duration of one (1) year at Arnot Power Station.

(a) The *Contractor* works strictly to regularly updated risk assessments.

(b) The *Contractor* ensures supervised and authorised entry into the site.

(c) The *Contractor* always ensures compliance with the safety regulations imposed by any act of Parliament, or any regulation or by law of any statutory authority

(d) The *Contractor* complies with the Occupational Health and Safety Act and Regulations, 1993 and all Regulations made there under as well as the *Employer's* safety and operating procedures

(e) The *Contractor* acknowledges that he is fully aware of the requirements of all the above and undertakes to employ people who have received sufficient training that they can comply therewith.

(f) The *Contractor* undertakes not to do, or not to allow anything to be done which will contravene any Provisions of the act, regulations or operating procedures

(g) All employees of the *Contractor* shall attend a safety induction course before they are allowed to Work on site. It is the responsibility of the *Contractor* to ensure that all employees have attended the Safety induction.

(h) The *Contractor* holds a Toolbox Talk and inspects all PPE before any work commences and keep written proof of such actions.

(i) The *Contractor* complies with all the applicable procedures as required by the *Employer*, Procedures available from the *Employers* Documentation Centre on request.

(j) Any tampering with the *Employer's* fire equipment is strictly forbidden.

(k) All exit doors, fire escape routes, walkways, stairways, stair landings and access to electrical Distribution boards shall be kept free of obstruction and not be used for work or storage at any time.

Distribution boards shall be kept free of obstruction and not be used for work or storage at any time.

Firefighting equipment always remains accessible.

(l) In case of a fire, report the location and extent of the fire to the Electrical Operating Desk at extension 5222.

(m) Take the necessary action to safe guard the area to prevent injury and spreading of the fire.

(n) *Employer* provides the *Contractor* with the baseline risk assessment to use it as a minimum requirement to compile a risk assessment identifying all the risks before the implementation commences, the risk assessment compiled by the *Contractor* will clearly show all the mitigating Strategies in order to minimize all the possible risks.

- Full compliance to the OHS Act, Health and environmental regulations and other *Employer* legal Requirements.

- The *Contractor* will provide the *Employer* with a copy of the SHEQ (Safety, Health, Environment and Quality) plan two weeks before the start of the contract to ensure compliance. A Quality plan is to be submitted two weeks before the start of the contract to ensure compliance to required Safety Health Environment and Quality procedures and standards. The plan, will as a minimum, contain PPE Information, written safe work procedures, job specific risk assessments, safety meetings etc. The plan will be to the *Employer's* satisfaction and will be accepted prior to the commencement of any work.

- The *Contractor* will be subject to periodic audits by the *Employer* in order to ensure compliance. Any deviations will be corrected to the *Employer's* satisfaction.

The *Employer* has the right to stop the *Contractor's* work activities which, in the opinion of *Employer* is unsafe.

The *Contractor* may only continue with work activities when all safety deficiencies have been corrected.

- The *Contractor* must ensure that all personnel working under this contract are in good health and pose no risk to any personnel working at Arnot Power Station.

- The *Contractor* shall arrange for swab tests after four weeks of occupation and then every 3 months thereafter. The full report of the swab tests and health and safety audit shall be handed over to the *Employer's Service Manager*

Report of the swab tests and health and safety audit shall be handed over to the *Service Manager* within 2 weeks after the audit.

- Food samples shall be carried out and a report submitted to an Occupational Hygienist for further investigation (Swabbing results).

- The *Contractor* shall comply with all legal requirements e.g. OHS Act no 85 of 1993.

- Food poisoning will be taken as a serious matter by the *Employer* and the *Contractor* will be expected to Investigate and submit a report within 24 hours to the *Service Manager*.

- The *Contractor* to provide the appointed *Service Manager* with a food safety, hygiene & quality audit Report from an accredited company. Reports shall be provided to the *Employer* every 3 months.

- If any bacteria are found, a follow up swap test will be conducted within a month. A NCR will be issued For noncompliance and the NEC contract termination process will commence if necessary.

- The SHE Rep inspection book shall be submitted to the *Employer's* Safety department on a monthly basis.

- Food poisoning that results from a meal provided free of charge or subsidised by the *Contractor* to *Employer's* employees from internal sources or external sources managed by means of a formal Agreement shall be considered work-related.
- Samples of each prepared food to be frozen for 72 hours for laboratory analysis should any need arise.
- The *Contractor's* employees shall abide to the *Employer's* lifesaving rules at all times.
- Before any work can commence a risk assessment shall be performed by a competent person appointed in writing and the risk assessment shall form part of the health and safety plan to be applied on site and shall include at least:
 - The identification of the risks and hazards to which persons may be exposed to;
 - The analysis and evaluation of the risks and hazards identified;
 - A documented plan of safety work procedures to mitigate, reduce or control the risks and hazards

3.2. Health and safety requirements

The *Contractor* shall comply with the following:

- Arnot Power Station Health and Safety Standards as per Arnot Power Station Contractors SHE plan.
- Adhere to the OHS Act 85 of 1993.
- Adhere to the *Employer's* and Arnot Power Station's zero tolerance for non-compliance to any of *Employers* and / or Arnot Power Station's safety rules and regulations.

The Contractor shall appoint a Safety Representative to assist the Site Manager to:

- Identify possible hazards, dangers and risks.
- Eliminate potentially dangerous conditions and actions.
- Ensure a safe working environment.
- Inspect and record findings of his workplace.

All incidents shall be reported before the end of shift or as soon as possible and in line with Eskom's Incident Management Procedure, 32-95.

The *Contractor* shall perform job observations on critical tasks as identified and provide proof to the *Service Manager*.

3.3. SHE Documentation Required from the *Contractor*

The following documents shall be provided by the *Contractor* in terms of Health, Safety and Environmental Performance:

- Letter of good standing with COID or any insurance body.
- An organogram indicating the names of all persons that will hold legal appointments on the contract in terms of the Act.
- The expected roles, responsibilities and authority of those who are proposed to receive legal Appointments.
- The resume'(s) of the proposed Safety Officer(s) and Environmental Officer(s) his / their roles, Responsibilities and authority is required in terms of the scope of work
- Proof of environmental, health and safety awareness training provided by a recognized training body.

The *Contractor* shall be responsible to ensure that:

His employees are trained before commencing work at Arnot Power Station. Proof shall be presented with the Safety file presentation to the *Service Manager* and the Safety department for approval before commencing work. A standard checklist in line with the Construction Regulation will be made available for the Safety File content.

Following is a few requirements for the Safety File:

- The *Contractor* shall compile a Health and Safety Plan, filed in a Health and Safety File.
- Proof of the company's own Health and Safety Policy.
- Proof of appointments, assignments and designations as required in the terms of the Occupational Health and Safety Act, No 85 of 1993.
- Proof of Risk Assessments regarding Hazards identified.
- Proof of Safe Work Procedures that derived out of the Risk Assessments.
- Proof of the contracting company's own Emergency Plan that will deal with their own emergencies on site
- Proof of an Induction Program it is advised that the Arnot SHE Rules as a Guide and an attendance register signed by its employees prior the commencement of any construction work on site.
- Proof of the contracting company's employee's medical fitness certificate. (Shall still be valid for one year and may only have been issued by an Occupational Health Practitioner.)
- Proof of Personal Protective Equipment (PPE) issued to *Contractor's* employees.
- Proof of *Contractor's* Accident/Incident Reporting and Investigation System.
- Proof of checklists and where applicable tests certificates, regarding *Contractor's* equipment, machinery, mobile equipment, vessel under pressure and any other applicable checks required by the Act.

The *Principal Contractor* shall ensure that his contractors (subcontractors) do also have a Health and Safety File and that it shall be accepted by the *Principal Contractor* and the Arnot Safety Risk department.

3.4. Vehicles and mobile equipment

The *Contractor* shall ensure that all vehicles, drivers and mobile equipment are being operated and maintained in line with Eskom's Vehicle and Driver Safety Management Procedure, 240-62946386.

3.5. Housekeeping at Canteen area

The *Contractor* shall ensure that good housekeeping is continuously implemented in each area, including provisions for the:

- Proper storage of materials and equipment.
- Removal of scrap, waste and debris at appropriate intervals.

- The *Contractor* shall ensure that all waste and debris is as soon as reasonably practicable removed and disposed of from the site in accordance with the applicable legislation.
- All waste material to be properly sorted.

Note: **See attached SHE spec**

3.6. Environmental constraints and management

Describe or cross refer to environmental constraints applicable to the *Contractor's* plan and his activities on the Affected Property and how they should be managed. Include here or cross refer to an Annexure to the Service Information.

The *Contractor* shall comply with Arnot Power Station's environmental management system. This includes the identification, collection, storage, transportation, and disposal of waste.

. Hazardous waste shall be disposed of in line with the applicable Environmental legislation. It is important to note that all spillages shall be cleaned immediately and reported to the appointed *Services Manager* and Environmental department. It is the responsibility of the polluter to clean all spillages and the rehabilitation of the polluted land and area.

3.7. Quality assurance requirements

The Quality Control plan consisting of the following as a minimum and is accepted by the *Service Manager* and the *Contractor* prior to commencement of the work.

A covering page which includes and makes provision for the following:

- Document unique number
- Revision number
- Page number
- Provision to incorporate all inspection report numbers
- System worked on
- High level description of work execution
- Test reports. Where tests were performed they are recorded and the positions of measurements are Traceable to the specific area of testing against the records
- Provision for review and approval signatures of the Contractor, the appointed contract manager and the Supervisor.
- Provisional for final releases signatures by the *Contractor*, appointed *Services Manager*, the Executive Chef and Supervisor.

4. Procurement

There is a cross reference from the core clause 11.2(6) definition of Disallowed Cost to the Service Information regarding procurement procedures. This part of the Service Information MUST include any such procedures to be able to administer Disallowed Cost.

4.1. People

4.1.1. Minimum requirements of people employed

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

Different levels of personnel must be properly qualified and trained. Proof to be submitted to the *Service Manager*.

Employ personnel from the local community of Rietkuil where possible.

4.1.2. BBBEE and preferencing scheme

Specify constraints which *Contractor* must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

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

If the ASGI-SA requirements are to be included in this contract specify constraints which *Contractor* must comply with after contract award in regard to any ASGI-SA requirements. The ASGI-SA Compliance Schedule completed in the returnable tender schedules is reproduced here. If ASGI-SA does not apply, delete this paragraph.

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

[Insert the agreed ASGI-SA Compliance Schedule here]

The *Contractor* shall keep accurate records and provide the *Service Manager* with reports on the *Contractor's* actual delivery against the above stated ASGI-SA criteria. [Elaborate on access to and format of records and frequency of submission etc.]

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

4.2. Subcontracting

4.2.1. Preferred subcontractors

None.

4.2.2. Subcontract documentation, and assessment of subcontract tender

None.

4.2.3. Limitations on subcontracting

4.2.4. Attendance on subcontractors

State requirements for attendance on Subcontractors, if any

None.

4.3. Plant and Materials

4.3.1. Specifications

Plant and Materials are defined as items intended to be included in the Affected Property. This will refer to replacement of worn or defective parts, routine replacement as part of regular preventative maintenance and supply of spare parts. Quality is usually designed in or specified in the technical specifications. However to cover circumstances where quality may not be prescribed, this sub-paragraph could also be used to state an overarching default requirement – fitness for purpose etc.

Either specify here or provide a list of the applicable specifications and attach them as Annexure or state where they can be obtained from.

Key performance indicators: KPI's

AREA	INDICATORS	WEIGHT	
Food safety	Swab tests done with clear results. Work stations separated properly. Colour coding used. Hand washing done properly. Food safety reflecting on daily toolbox talk. Sanitizers available at all work stations at all times. Safe temperature maintained on food	20%	
Food service	Waiting time as per requirement. All tills working as per requirement, 90% of the time. Presentation attractive and hygienic. Serves courteous and identifiable with a name tag. Food as per approved menu Deviations reported beforehand (5% max)	20%	
Complain handling	Customer satisfaction system functional. All complaints received followed up and corrected	10%	
Cleaning	Cleaning as per approved cleaning schedule. Facilities and surroundings kept clean at all times	10%	
Staffing	Staff as per structure at all times.	10%	

Safety	Incident recorded and investigated as per procedure. Safety forms part of daily toolbox talks. PPE worn correctly at all times – no deviations	10%	
Stock availability	Sufficient stock available at all times	20%	

Specifications:

NOTE: the following list has items that will be purchased on the meal card only. Each meal is to be accompanied by either a soda drink or a juice.

Various meals on the menu:

1. Meal of the day (starch, protein, vegetables & salad)
2. Vegetarian meal
3. Health packs
4. Fruit packs (to be packed as assorted fruits)

Other options:

- i. Chicken Mayo sandwich
- ii. Club sandwich
- iii. Sandwich: 1 filling, 2 fillings, 3 fillings, 4 fillings

ITEMS	Description	Specification raw(portion size)
PROTEIN	With bone	300g
	Beef	300g
	Mutton/lamb	220-250g
	Chicken (leg quarters)	300g
	Pork	250g
	Without bone	250g
	Chicken breasts	250g
	Beef steak	200g
	Mutton/Lamb	200g
	Sausage	150g

	Mince Fish Bacon Russians Vienna Fish finger Fish cakes Chicken livers Wors (80% meat and 20% fat) Vegetarian alternatives (daily) Bone and fat content not to exceeded 15 and 10% respectively.	2X150g 6/8 50g 100g 50g 20g 50g 50g
STARCH	Pap Rice Samp Samp with beans (70/30 ratio)	50g 50g 50g 50g
VEGETABLES	2 vegetables that shall be properly balanced and complementing of the main protein served. Vegetables can be cooked, raw or served as salads with each meal. Cabbage is to be excluded in the vegetables served.	±50g
BREAKFAST	Cooked gravy to be used (no tinned Breakfast Sausage) Mince Fish Bacon Russians Vienna Fish finger Fish cakes Chicken livers Eggs Yoghurt 250ml assorted flavours Bread(white and brown) 1Fruit in season	

FRUITS	In season fruits(this forms part of the meal not the fruit pack meal)	
BRAAI PACK	Chicken ¼ leg Wors T-bone steak junior Lamb chop - best end, rib chop cut ONLY 3 PIECES PER BRAAI PACK	220g 100g 180g 150g

All specifications refer to raw or prepared items

All meat and vegetables are grade A

Contractor to provide 3 types of protein per meal which consists of one red and one white meat and a chef's choice of the day **and** health meal options shall be available at all times, including vegetarian meals.

Stew/Curry options will be available at all times.

Equivalent alternatives may be included subject to *Employer's* approval, these may also be requested by the *Employer*.

4.3.2. Correction of defects

State any constraints when dealing with defective Plant and Materials such as how repairs are carried out - can the item be fixed up or must it be replaced by a new one.

4.3.3. Contractor's procurement of Plant and Materials

Specify any constraints on how the *Contractor* is to order, codify, expedite, freight, import, transport to the Affected Property and any other requirements for delivery and storage before installation. The *Employer* may require warranties from suppliers to be in favour of the *Employer* and not just to the *Contractor*. The *Employer* may also need schedules of vendor data for his own use after the end of the *service period*.

4.3.4. Tests and inspections before delivery

None.

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

List any Plant and Materials which are to be provided by the *Employer*.

State arrangements for collection by *Contractor* or delivery by others on behalf of the *Employer*, off loading, inspection, storage, care custody and control, return of unused Plant and Materials, etc. Always include a statement to the effect that 'all other Plant and Materials are to be provided by the *Contractor*'.

The Rietkuil single quarter kitchen facility is available for food preparation if preparation is not off site at the *Contractor's* premises.

The facility is available for serving of meals. The Rietkuil facility will be the main distribution point.

A few constraints about the Rietkuil facility to take note of:

The *Contractor* is made aware that the Rietkuil facility may have some constraints like ageing equipment, power outages with no back up and unreliable cooling facilities.

The *Employer* does not guarantee the operation and functionality of any of the equipment.

4.3.6. Cataloguing requirements by the *Contractor*

State whether cataloguing is applicable, if it is, reference the requirements for cataloguing that need to be satisfied by the *Contractor* (consult Procurement Instruction Number 1 of 2018 – Incorporating Cataloguing into the Procurement Environment, Unique Identifier 240-1289988974).

5. Working on the Affected Property

This part of the Service Information addresses constraints, facilities, services and rules applicable to the *Contractor* whilst he is doing work on the Affected Property.

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

Sites such as Koeberg Nuclear Power Station have very strict entrance requirements which tendering contractors need to allow for in their prices, and the *Contractor* has to comply with. State these or similar requirements here.

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

All Site access is controlled through the designated access gate.

The *Contractor* is informed of the access procedures through Site regulations and that such procedures may change depending on the prevailing security situation.

The *Contractor* is to comply with all Site regulations and instructions. The onus is on the *Contractor* to ensure his familiarity with the *Employer's* Site regulations and inspections.

Recruitment outside the *Employer's* security office is not allowed. Local privately owned recruitment offices to be utilised.

No person will be issued with an access permit without proof that the person did attend the local Arnot Power Station induction course.

A one-day access permit will be issued for persons attending the induction course. It is the *Contractor's* responsibility to arrange with the Project Manager one week in advance for a course booking.

All vehicles must be driven with due consideration for personnel and property. A maximum speed limit of 40 kilometres per hour will be adhered to on the premises at all times. No personnel at the back of any vehicle.

5.2. People restrictions, hours of work, conduct and records

The Contractor has to comply with legislation with regards to the hours of work, rest periods and leave requirements.

The time for serving Breakfast is 05:30 to 07:45 daily.

The time for serving Lunch is 11:30 to 13:00 daily. Official lunch time is 12:00 to 12:30.

The time for serving Dinner is 17:30 to 19:45 daily.

It is very important that the *Contractor* keeps records of his people on Site, including those of his *Subcontractors* which the *Service Manager* have access to at any time. These records may be needed when assessing compensation events.

5.3. Health and safety facilities on the Affected Property

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

A medical centre is available on site inside the Power Station perimeter. This facility may be utilised for emergency situations.

5.4. Environmental controls, fauna & flora

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

5.5. Cooperating with and obtaining acceptance of Others

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

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

5.6. Records of Contractor's Equipment

This sub-paragraph is intended to address how records are to be kept of Equipment on Site including whether it is owned or hired. Include any constraints about scaffolding, rigs, heavy lifts and cranes, including removal from the Affected Property.

5.7. Equipment provided by the Employer

Provide details of equipment (e.g. overhead cranes) made available for use by the employer and set out conditions relating thereto.

5.8. Site services and facilities

5.8.1. Provided by the Employer

Equipment provided by the Employer

None

5.8.2. Provided by the Contractor

The Contractor has to supply all the food production equipment, cooling equipment, storing equipment and delivery equipment for this service. Due to ageing equipment at the Employer's premises which is no longer reliable, this is a constraint.

The Contractor shall provide all required equipment, personnel etc. necessary for rendering of services other than what is provided by the Employer. This includes all consumables i.e groceries, vegetables, protein, condiments etc.

5.9. Control of noise, dust, water and waste

Waste management is addressed in 3.5 under Waste Management.

5.10. Hook ups to existing works

None.

5.11. Tests and inspections

5.11.1. Description of tests and inspections

Describe the tests and inspections to be carried out by the Contractor and the Service Manager and others [40.1].

5.11.2. Materials facilities and samples for tests and inspections

State what materials facilities and samples for tests and inspections the Contractor and the Employer are to provide, per core clause 40.2.

6. List of drawings

6.1. Drawings issued by the Employer

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

	Revision	Title
n/a		