

**Provision of Gardening Services to Eskom Real Estate within LimLanga Cluster Limpopo Area–for a period of 60 months**



**NEC3 Term Service Tender (TSC3)**

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

**and**

**Reg No.....**

**for** **Provision of Gardening Services to Eskom Real Estate within LimLanga Cluster, Limpopo Area – for a period of 60 months**

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**Tender No. E2191DXLPOUR**

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## **PART C1: AGREEMENTS & TENDER DATA**

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# C1.1 Form of Offer & Acceptance

**Offer**

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

**Provision of Gardening Services to Eskom Real Estate within LimLanga Cluster Limpopo Area – for a period of 60 months**

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 *Tenderor* under the tender 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 tender* identified in the Tender Data.

		<b>GARDENING SERVICE</b>	
Options A		Gardening Services - The offered total of the Prices exclusive of VAT is	

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 *Tenderor* in the *conditions of tender* identified in the Tender 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:

N/A
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**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 Tenderor the amount due in accordance with the *conditions of tender* identified in the Tender 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 tender that is the subject of this agreement.

The terms of the tender, are contained in:

- Part C1            Agreements and Tender 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 Tender 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 tender* identified in the Tender Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

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

Note:

1. This part of the Offer & Acceptance would not be required if the tender 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 tender 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 tender documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

**For the tenderer:**

**For the Employer**

Signature .....

.....

Name .....

.....

Capacity .....

.....

On behalf of *(Insert name and address of organisation)*

*(Insert name and address of organisation)*

Name & signature of witness .....

.....

Date .....

.....

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# C1.2 TSC3 Tender Data

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

Clause	Statement	Data
1	<b>General</b>	
	<p>The <i>conditions of tender</i> are the core clauses and the clauses for main Option:</p> <div style="background-color: #cccccc; width: 100px; height: 70px; margin-bottom: 10px;"></div> <p>dispute resolution Option and secondary Options</p> <div style="background-color: #cccccc; width: 100px; height: 20px; margin-bottom: 10px;"></div> <div style="background-color: #cccccc; width: 100px; height: 120px; margin-bottom: 10px;"></div> <p>of the NEC3 Term Service Tender April 2013<sup>1</sup> (TSC3)</p>	<p><b>A: Priced tender with price list</b></p> <p><b>W1: Dispute resolution procedure</b></p> <p><b>X1: Price adjustment for inflation</b></p> <p><b>X2 Changes in the law</b></p> <p><b>X17: Low service damages</b></p> <p><b>X18: Limitation of liability</b></p> <p><b>X19: Task Order</b></p> <p><b>X20: Key performance indicators (A report of performance against each Key Performance Indicator is provided at intervals of 3 months)</b></p> <p><b>Z: Additional conditions of tender</b></p>
10.1	<p>The <i>Employer</i> is (name):</p> <p>Address</p>	<p><b>Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa</b></p> <p><b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b></p>
10.1	<p>The <i>Service Manager</i> is (name):</p> <p>Address</p> <p>Tel</p>	<p><b>Heida Rickett</b></p> <p><b>90 Hans van Rensburg Street, Polokwane, 0700</b></p> <p><b>+27 15 299 0475</b></p>

<sup>1</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 [www.ecs.co.za](http://www.ecs.co.za)

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e-mail

Rickethm@eskom.co.za

11.2(2)	The Affected Property is	<b>Eskom Distribution Limpopo offices and sites in the LimLanga Cluster</b>
11.2(13)	The <i>service</i> is	<b>Provision of Gardening Services to Eskom Real Estate within LimLanga Cluster for a period of 60 months</b>
11.2(14)	The following matters will be included in the Risk Register	<b>N/A</b>
11.2(15)	The Service Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>
12.2	The <i>law of the tender</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this tender</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>3 working days</b>
<b>2</b>	<b>The <i>Tenderor's</i> main responsibilities</b>	<b>Data required by this section of the core clauses is also provided by the <i>Tenderor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Tender Data</b>
21.1	The <i>Tenderor</i> submits a first plan for acceptance within	<b>One (1) weeks of the Tender Date</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is.	
30.1	The <i>service period</i> is	<b>60 months (5 Years)</b>
<b>4</b>	<b>Testing and defects</b>	<b>As per terms and conditions of the NEC3 Term Service Tender April 2013<sup>[1]</sup> (TSC3)</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>between the 25th day of each successive month.</b>
51.1	The <i>currency of this tender</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>4 weeks.</b>
51.4	The <i>interest rate</i> is	<b>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</b>  <b>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted</b>

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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	<b>Compensation events</b>	As per terms and conditions of the NEC3 Term Service Tender April 2013 <sup>[1]</sup> (TSC3)
7	<b>Use of Equipment Plant and Materials</b>	As per terms and conditions of the NEC3 Term Service Tender April 2013 <sup>[1]</sup> (TSC3)
8	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer’s</i> risks	N/A
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	as stated for “Format TSC3” available on <a href="http://www.eskom.co.za/Tenders/InsurancePolicies_Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePolicies_Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> (See Annexure A for basic guidance).
83.1	The <i>Employer</i> provides these additional insurances	as stated for “Format TSC3” available on <a href="http://www.eskom.co.za/Tenders/InsurancePolicies_Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePolicies_Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> (See Annexure A for basic guidance)
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Tenderor</i> to the <i>Employer’s</i> property is	the amount of the deductibles relevant to the event described in the “Format TSC3” insurance policy available on <a href="http://www.eskom.co.za/Tenders/InsurancePolicies_Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePolicies_Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a>
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer’s</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Tenderor</i> ) arising from or in connection with the <i>Tenderor’s</i> Providing the Service for any one event is:	whatever the <i>Tenderor</i> deems necessary in addition to that provided by the <i>Employer</i> .

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83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Tenderor</i> arising out of and in the course of their employment in connection with this tender for any one event is:	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Tenderor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands).</b>
<b>9</b>	<b>Termination</b>	<b>As per terms and conditions of the NEC3 Term Service Tender April 2013<sup>[1]</sup> (TSC3)</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced tender with price list</b>	
20.5	The <i>Tenderor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	<b>Three (3) weeks.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	<b>South Africa</b>
	The person or organisation who will choose an arbitrator	<b>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</b>
	- if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	
<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X1</b>	<b>Price adjustment for inflation</b>	
X1.1	Rates will be escalated on the second and third years in accordance with Government Gazzette rate for labour.	

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	Consumables will be escalated annually by CPI.	
<b>X2</b>	<b>Changes in the law</b>	<b>As per terms and conditions of the NEC3 Term Service Tender April 2013<sup>[1]</sup> (TSC3)</b>
<b>X17</b>	<b>Low service damages</b>	
X17.1	R500.00 per day	
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Tenderor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>R0.0 (zero Rand)</b>
X18.2	For any one event, the <i>Tenderor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	<b>the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on</b> <i>http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</i>
X18.3	The <i>Tenderor's</i> liability for Defects due to his design of an item of Equipment is limited to	<b>The greater of</b> <ul style="list-style-type: none"> <li>• <b>the total of the Prices at the Tender Date and</b></li> <li>• <b>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 in the <i>Employer's</i> assets and works / maintenance policies available on</b> <i>http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</i></li> </ul>
X18.4	The <i>Tenderor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this tender, other than the excluded matters, is limited to	<b>the total of the Prices other than for the additional excluded matters.</b>  <b>The <i>Tenderor's</i> total liability for the additional excluded matters is not limited.</b>  <b>The additional excluded matters are amounts for which the <i>Tenderor</i> is liable under this tender for</b> <ul style="list-style-type: none"> <li>• <b>Defects due to his design, plan and specification,</b></li> <li>• <b>Defects due to manufacture and fabrication outside the Affected Property,</b></li> <li>• <b>loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</b></li> <li>• <b>death of or injury to a person and</b></li> <li>• <b>infringement of an intellectual property right.</b></li> </ul>

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X18.5	The <i>end of liability date</i> is	<b>1(One) month after the end of the service period.</b>
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Tenderor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>Two working days of receiving the Task Order</b>
<b>Z</b>	<b>The additional conditions of tender are</b>	<b>Z1 to Z11 always apply.</b>

**Z1 Cession delegation and assignment**

- Z1.1 The *Tenderor* 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 *Tenderor* cede and delegate its rights and obligations under this tender 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 *Tenderor* 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 tender.
- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Tender Date of the key person who has the authority to bind the *Tenderor* on their behalf.
- Z2.3 The *Tenderor* 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 *Tenderor* in writing.

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

- Z3.1 Where a change in the *Tenderor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Tenderor's* B-BBEE status, the *Tenderor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Tenderor* 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 *Tenderor's* B-BBEE status has decreased since the Tender Date the *Employer* may either re-negotiate this tender or alternatively, terminate the *Tenderor's* obligation to Provide the Service.
- Z3.4 Failure by the *Tenderor* 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.

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### **Z4 Ethics**

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

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

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

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

### **Z5 Confidentiality**

Z5.1 The *Tenderor* does not disclose or make any information arising from or in connection with this tender 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 *Tenderor*, enters the public domain or to information which was already in the possession of the *Tenderor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Tenderor* disclose information to Others in terms of clause 25.1, the *Tenderor* ensures that the provisions of this clause are complied with by the recipient.

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

Z5.3 In the event that the *Tenderor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Tenderor*, 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 *Tenderor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

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

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

### **Z6 Waiver and estoppel: Add to core clause 12.3:**

Z6.1 Any extension, concession, waiver or relaxation of any action stated in this tender 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.

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

- Z7.1 The *Tenderor* 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 *Tenderor*:
- accepts that the *Employer* may appoint him as the “Principal Tenderor” (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 Tender 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 tender 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 tender and ensures that his Subtenderors, employees and others under the *Tenderor’s* direction and control, likewise observe and comply with the foregoing.
- Z7.2 The *Tenderor*, 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 tender and ensures that his Subtenderors, employees and others under the *Tenderor’s* direction and control, likewise observe and comply with the foregoing.

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

- Z8.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Tenderor* provides the *Employer* with a tax invoice in accordance with the *Employer’s* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z8.2 If the *Tenderor* does not provide a tax invoice in the form and by the time required by this tender, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z8.3 The *Tenderor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer’s* VAT number 4740101508 on each invoice he submits for payment.

**Z9 Notifying compensation events**

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

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

**Z10 Employer’s limitation of liability**

- Z10.1 The *Employer’s* liability to the *Tenderor* for the *Tenderor’s* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z10.2 The *Tenderor’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

**Provision of Gardening Services to Eskom Real Estate within LimLanga Cluster Limpopo Area–for a period of 60 months**

clause 63 and X19.11 if Option X19 Task Order applies to this tender.

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

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

**Annexure A: Insurance provided by the Employer**

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

1. Services provided in a TSC3 tender could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the *Employer's* "works" type policy which may be in place for the *Employer's* portion of the Affected Property concerned or against the *Employer's* assets policy which may be in place for the *Employer's* portion of the Affected Property concerned, or both.
2. The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the Affected Property and the nature of the insurable event.
3. The *Tenderor* is required in terms of Tender Data for clause 83 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from his own resources on a 'self insured' basis or obtained by him from his own insurers. In order to assess the extent of this cover, tendering tenderors and their brokers should consult the internet web link given below and scroll to '**Format TSC3**' to establish both the cover and the deductibles in relation to the *service* provided in terms of this tender.
4. Tendering tenderors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering tenderor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 83.2. In terms of clause 83.1 "the *Tenderor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide". Hence the *Tenderor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Tenderor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
5. If Marine Insurance is required the *Tenderor* needs to obtain a copy of the latest edition of Eskom's Marine Policies Procedures found at internet website given below.
6. Further information and full details of all Eskom provided policies and procedures may be obtained from:

[http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS\\_Policies\\_From\\_1\\_April\\_2014\\_To\\_31\\_March\\_2015.aspx](http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx)

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# Tender Data

**Part two - Data provided by the *Tenderor***

Clause	Statement	Data
10.1	The <i>Tenderor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subtendered fee percentage</i> is	<b>5%</b> <b>5%</b>
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Tenderor's</i> plan is in:	<b>To be submitted to the Buyer</b>
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications: Experience:	
		<b>CV's (and further key person's data including CVs) are in .</b>
<b>A</b>	<b>Priced tender with price list</b>	
11.2(12)	The <i>price list</i> is in	<b>Attched in the tender</b>
11.2(19)	The tendered total of the Prices is	<b>See on the pricelist</b>

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**PART 2: PRICING DATA**

**TSC3 Option A**

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

**C2.1 Pricing assumptions: Option A**

**How work is priced and assessed for payment**

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

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

**Function of the Price List**

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

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

Clause 21.4 states “The *Tenderor* 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 tenderor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(17).

### **Preparing the *price list***

Before preparing the *price list*, both the *Employer* and tendering tenderors should read the TSC3 Guidance Notes pages 14 and 15. In an Option A tender, 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 *Tenderor* 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 *Tenderor*:

- 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 *Tenderor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

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

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

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

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

If the *Tenderor* 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 tenderor enters the rate which is then multiplied by the Expected Quantity to produce the Price, which is also entered.

If the *Tenderor* 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.

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**C2.2 the *price list***

**REFER TO SEPERATELY ATTACHED EXCEL SPREADSHEET PRICING SHEETS - PER SECTOR**

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**PART 3: SCOPE OF WORK**

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

**Provision of Gardening Services to Eskom Real Estate within LimLanga Cluster Limpopo Area–for a period of 60 months****C3.1: EMPLOYER'S SERVICE INFORMATION****1. Description of the service****1.1. Executive overview**

The provision of office Gardening services at Eskom Distribution Limpopo offices and sites for a period of 60 Months (5 years).

The works amongst others consist of supervision, labour, plant and equipment necessary to carry out Gardening services.

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

- The Tenderor shall provide labour and tools to carry out the Employer's requirements. The Tenderor shall replace broken or damaged equipment within (one1) day.
- The appointed service provider/s shall comply with the South African Labour Law Regulations at all times
- Cleaners and gardeners should be sourced from areas local to site
- Cleaning and gardening personnel must be registered with the Contract Cleaning National Provident Fund (CCNPF)
- Daily check lists must be provided, completed and checked for bathrooms, kitchens
- Only SABS approved cleaning products are to be used
- The Safety Data Sheet (SDS) per cleaning/gardening product must be provided per site
- Where there is a change in cleaning/gardening products, the new Safety Data Sheets (SDS) must be provided per site when the old products are replaced with the new products
- The cleaning/gardening products and Safety Data Sheets (SDS) must adhere to the Globally Harmonized System (GHS).
- The Globally Harmonized System of Classification and Labelling of Chemicals (GHS) is an international standard for classifying and labelling of chemicals to enhance safety. It aims to ensure that information about the hazardous properties of chemicals are communicated effectively through labels on the product container and safety data sheets (SDS).

**Provision of Gardening Services to Eskom Real Estate within LimLanga Cluster Limpopo Area–for a period of 60 months**

**A. THE SCOPE ASSOCIATED WITH THE GARDENING SERVICES IS AS FOLLOWS:**

**GARDENING SERVICES**

A daily Gardening service must be rendered

**A. Grass area**

- All established garden lawns to be mowed, grass edges are to be trimmed, and cuttings raked every week
- Fertilized, top dressing to be done as an when required

**B. Flower bed areas**

- All areas currently planted with shrubs and/or ground covers within the outer boundary fence line, and at least 6 meters outside the boundary fence line will be kept clean and neat. This will entail hand weeding, soil aeration and trimming of shrubs to maintain a groomed appearance.

**C. Paved areas**

- Sweeping of all the internal roads, weed killing on parking and paved areas is required on a regular basis, to ensure that they are clean at all times.
- Picking waste/trash within and around the office yard.

**D. Bank areas**

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

**E. Watering**

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

**F. Cutting height**

- Brush Cutters not less than 50mm and not more than 100mm
- Push mowers not less than 20mm and not more than 40mm

**G. Trimming**

- All areas indicated at the site form part of this contract, the grass against the perimeter fence as well as around buildings, manholes, paths, concrete or brick structure, flower beds etc. is to be trimmed and shall be considered as part of the grass cutting operation.

**Provision of Gardening Services to Eskom Real Estate within LimLanga Cluster Limpopo Area–for a period of 60 months****H. Fire break and herbicide application**

- Fire break to be done and maintained along the fences 3 meters inside and 3 meters outside
- Shrubs and grass to be removed from the roots
- Application of herbicide, apply SABS approved weed killer/ herbicide. Any explosive, inflammable, highly volatile or corrosive nature which may be damage Eskom Property and harmful to humans or animals must not be applied

**I. Bush clearing (As and when required)**

- This includes a bush of max 1m to 3m along the Eskom yard inside or outside
- Trees to be cut within 50mm of ground level and where trimming is done trees must be cut to accommodate 100mm clearance inside and outside
- Application of herbicide, apply SABS approved weed killer/ herbicide. Any explosive, inflammable, highly volatile or corrosive nature which may be damage Eskom Property and harmful to humans or animals must not be applied
- All inspection sheets done by contractor supervisor must be made available on request and kept on the site file
- Where the tree is outside the parameter fence, permission to be obtained from the Landowner before any tree is cut/trimmed and herbicide application must be done where necessary
- Defect arising from official inspection will be corrected within 7 working days
- The Contractor is to provide all equipment required, use appropriate PPE and ensure that all personnel are medically fit
- Service note/sheet to be completed on work completed

**J. Waste Removal**

- Dumping or polluting of any kind will not be permitted, all the waste must be disposed to designated or permitted areas. The contractor is responsible for the removal of garden waste which are to be disposed off site to permitted site.

**K. Refuse removals**

- All garden cuttings and refuse is to be stacked in an appropriate holding area, and then removed from site to the dedicated municipal garden waste area on a weekly basis.

**L. Cleaning of garden tools**

- All gardening tools to be cleaned with water, soap and disinfectant with SABS Approved(Sodium Hypochlorite or Hydrogen Peroxides) 3 times a day

**Provision of Gardening Services to Eskom Real Estate within LimLanga Cluster Limpopo Area–for a period of 60 months**

**M. Safety**

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

**N. Security**

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

**1.2 Interpretation and terminology**

N/A

**2. Management strategy and start up.**

**2.1. The *Tenderor’s* plan for the *service***

The *Tenderor* shall ensure that the *service* is supervised at all time. Wherein the Director of the *Tenderor* is not directly managing the works, the Director is expected to visit the site twice a month and complete an inspection form which will include recommendation on the improvement of the provision of *service*. The *Service Manager* reserves the right to request the aforementioned copied of inspection.

**2.2. Management meetings**

Meetings will be scheduled by the Eskom Real Estate should a need arises.

Meetings of a specialist nature may be convened as specified elsewhere in this *Service Information* or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the

*service*. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

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

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:
Risk register and compensation events	As required	Eskom offices	Both parties
Overall tender progress	Monthly	Eskom offices	<i>Both parties</i>

**Provision of Gardening Services to Eskom Real Estate within LimLanga Cluster Limpopo Area–for a period of 60 months**

and feedback			
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### 2.3. Tenderor’s management, supervision and key people

- The Tenderor keeps up to date organogramme on site showing his people and their lines of authority / communication.
- The Tenderor keeps a daily attendance register, which must be signed off by the Tenderor on monthly basis and filed for audit purposes.
- **Annual\Sick\Maternity\Family responsibility leave:**
  - When a staff member is off sick or on leave, Tenderor must arrange for reliever, which will be paid by the Tenderor and not the employee who is on leave.
  - Payment for the reliever will be for the Tenderor and not the employee who is on leave.
- **Absence:**
  - When a staff member is absent, Tenderor must arrange for reliever within a day, which will be paid by the Tenderor and not the employee who is absent.
- **Employee Salaries:**
  - Salaries of all the tenderor staff must be in their bank accounts on the last working day of the month. Non-compliance will be considered as breach of tender.
  - Bonuses of all tenderor staff must be in their bank accounts on 20 December of each year. Non-compliance will be considered as breach of tender.
  - Salaries and bonuses paid to the workers must be in accordance with the minimum prescribed wages as per the Labour Relations Act.
  - Payslips for each employee is compulsory and it must be according to the labour law standards.
- **Job Output:**
  - Every worker must have a job output describing in detail all duties to be performed by that person every day. The working hours, coffee/tea breaks, etc. must also be included in this job output.
  - The Tenderor staff may not do any private jobs for Eskom employees, such as washing cars, doing shopping, acting as messengers, etc. during working hours. A Non-Conformance will be issued to the tenderor if employee does not adhere to the above.
  - No alcohol, fire arms, knives and other life threatening objects are allowed on the Eskom premises.
- **Tenderor’s responsibility:**
  - In the execution of his duties, it is expected of the supplier to comply with Eskom Distribution Standard entitles Occupational Health Tenderors Reference ESKASAAP4 (Rev1) (copy available on request).
  - The Tenderor must comply with the Occupational Health and Safety Act and Compensation of Occupational Injuries and Safety Act and Compensation of occupational Injuries and Diseases Act.
  - The prices quoted by the Tenderor will be revised each year according to the Option X1.
  - All the supplier’s employees must be registered for UIF, Provident Fund and Workman’s Compensation.
  - Induction is compulsory and will be done yearly by Eskom, but the Tenderor will be liable for transport to the venue.

**Provision of Gardening Services to Eskom Real Estate within LimLanga Cluster Limpopo Area–for a period of 60 months**

- Yearly medicals are compulsory and proof must be handed in.
- The company must ensure that cleaner's salaries / wages are according to government gazette for all cleaners employed at Eskom site
- None or delayed salaries/wages of cleaners will be considered as serious breach in terms of this tender as it will have adverse effect on the service to be rendered
- Supplier must ensure that they have necessary equipment to provide the services required from the start date of the tender
- Supplier must ensure only SABS approved Gardening chemicals used
- The tenderor will be expected to attend monthly tender management meetings
- The tenderor must conduct site visit once per month (Proof to be provided)
- In order to promote the local job creation, tenderors will be required to be sourced from the local communities within the area as per Zonal borders
- Tenderor to ensure that timesheets that are signed by the cleaners at all times

Non –conformance to the above will result in the following consequences.

Eskom reserves the right to cancel the tender immediately and replace with another service provider. All cost incurred as a result of such action will be recovered from the defaulted tenderor.

• **UNIFORMS AND PROTECTIVE CLOTHING**

- The tenderor will supply all his staff with clothing of uniform colour and styles, clearly marked with the Company's name:
- The Tenderor must provide 3 sets of 2 piece overalls each year at the beginning of each financial year .
- The Tenderor must provide one pair of safety shoes- Steel tip, close top SABS approved with rubber sole- NO SLIP-ON'S each year.
- The Tenderor must provide 1 jerseys for rainy and winter seasons each year at the beginning of each financial year .
- The Tenderor must provide 2 surgical mask per employee per day as and when required for cleaners only
- It is the Tenderor's responsibility to maintain the clothing in a neat, tidy and clean condition at all times.
- All uniforms are to be replaced as and when necessary. This does not mean only at the beginning of each financial year.
- All machine operators will be equipped with safety helmets, eye and ear protectors and safety boots.
- The Tenderor shall ensure that all staff members are wearing the correct uniform at all times whilst on site.
- Head gear/hats will be standardized and shall be considered part of the staff member uniform. However, hats are not required to be worn at all times.

All of the above must be in the correct sizes to fit the employee. Employees will not be allowed on Eskom premises without the correct PPE.

**2.4. Provision of bonds and guarantees**

N/A

**2.5. Documentation control**

All tender documentation must have relevant tender number and Purchase Order Number as reference as per Eskom Holdings SOC Limited Standards . Tender communications will be in the form of properly compiled letters, letters attached to emails, emails, NEC3 template and urgent tenderor meetings can be in the form of sms. The use of sms's, emails does not override the use of applicable and relevant NEC3 standard templates, forms and Eskom Holdings SOC Limited procedures.

**Provision of Gardening Services to Eskom Real Estate within LimLanga Cluster Limpopo Area–for a period of 60 months****2.6. Invoicing and payment**

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

Each invoice shall contain the following information:

- Name and address of the *Tenderor* and the *Service Manager*;
- The tender number and title;
- Purchase order number;
- *Tenderor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- *Employer's* name should be stated **Eskom Holdings SOC Limited**
- 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)

**Electronic submission of invoices via e-mail:****Details on how to submit invoices and additional information:**

- Ensure that the Eskom order number is clearly indicated on your invoice together with the line number on the order you are billing for.
- All Electronic invoices must be sent in PDF format only.
- Each PDF file should contain one invoice; or one debit note; or one credit note only as Eskom's SAP system does not support more than one PDF being linked into workflow at a time.
- **Only one PDF file per email. (one invoice or debit note or credit note)**
- Send all invoices in PDF straight from your system to an Eskom email address (see email addresses below)
- For Foreign invoices, suppliers will still be required to physically deliver hard copies of original documents to the respective documentation management centers even though you have e-mailed those invoices (**Eskom is still seeking clarity from the South African Reserve Bank regarding e-invoicing for Foreign Invoices or invoices in foreign currency. Current requirements are that these manual invoices should still be submitted. You can send the invoice copy to the email addresses indicated below**).
- **Please ensure that you comply with the tax Requirement for submitting invoices electronically.**
- If there is Cost Price Adjustment (CPA) on your invoice we recommend that you issue a separate invoice for CPA so that if there are any issues on the CPA the rest of the invoice can be paid while resolving the CPA issues.
- Introduction of electronic invoicing does not guarantee payment but will ensure visibility of all invoices and ensure that no invoices get lost. If the goods receipt is not done the invoice will be parked and the system will automatically send an e-mail to the end user to do the goods receipt. This is also tracked by Eskom through the park invoice report.

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- Your company can request a park invoice report from the Finance Shared Services (FSS) contact centre which can then be followed up and corrected. You are welcome to forward the details of invoices corrected to the FSS contact centre.
- Email address for invoice submission:  
[invoicasesekomlocal@eskom.co.za](mailto:invoicasesekomlocal@eskom.co.za)

**2.7. Tender change management**

No additional requirement to than what has already been specified.

**2.8. Records of Defined Cost to be kept by the Tenderor**

For the purpose of Compensation Events the Tenderor keeps provide a copy of the invoice/quotation to the Employer.

**2.9. Insurance provided by the *Employer***

The insurance provided by the Employer, is addressed under the tender data.

**2.10. Training workshops and technology transfer**

The Tenderor provides his employees with relevant training for them to execute the Service in accordance with the tender.

**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**

Not applicable.

**2.12.2 Information and other things**

Not applicable.

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

Not applicable.

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

Eskom has an approved procedure which provides employees/tenderors with guidance regarding the management of incidents. This is a business procedure that requires all employees/tenderors to adhere to and comply with.

Any incident that occurs within the business should be communicated using the Flash report. The Flash report should be completed and reported within 24 hours to the Facilities and SHEQ Manager and SHEQ.

**Provision of Gardening Services to Eskom Real Estate within LimLanga Cluster Limpopo Area–for a period of 60 months****3.1. Life Saving Rules**

Due to the importance to safe life's and apparatus of Eskom it is recommended that if a tenderor abuse any Life Saving Rules, all work allocated to the tenderor will immediately put on hold until final outcome with investigation. Safety is the combined responsibility of the team and therefore team leader or team will be punished together. There are five Life Saving Rules rules that may not be broken by the Team Leader and his/her team.

Eskom's Life-saving Rules are safety rules which shall not be broken under any circumstances. It must be highlighted that Eskom takes a **ZERO TOLERANCE** stance to the violation of these rules. Life-saving Rules apply to all Eskom employees, including, subsidiaries, agents, consultants, contractors and to any person entering Eskom sites.

**Rule 1:** Open, Isolate, test, earth, and create an equipotential zone before touch

**Rule 2:** Hook up at height

**Rule 3:** Buckle up

**Rule 4:** Be sober

**Rule 5:** Ensure that you have a permit to work

**Rule 6:** Ensure Safe Live Working

**Provision of Gardening Services to Eskom Real Estate within LimLanga Cluster Limpopo Area–for a period of 60 months**

Title	Date or revision (Latest)	Tick publicly if available
TENDEROR HEALTH AND SAFETY REQUIREMENTS 32-136	32-136	
EMPLOYEES' RIGHT OF REFUSAL TO WORK IN AN UNSAFE SITUATION PROCEDURE FOR REFUSAL TO WORK ON GROUNDS OF HEALTH AND SAFETY	240-4384848327	
TENDEROR HEALTH AND SAFETY PLAN – TO BE COMPLETED AND SUBMITTED A32-136 STAGE		
CONSTRUCTION, SAFETY, HEALTH AND ENVIRONMENT MANAGEMENT 32-136	EPC 32-136 REV0	
ANNEXURE B: ACKNOWLEDGEMENT FORM FOR ESKOM SHE RULES AND OTHER REQUIREMENTS		
CONSTRUCTION REGULATIONS, 2014	PUBLICLY AVAILABLE	
OCCUPATIONAL HEALTH AND SAFETY RISK ASSESSMENTS	32-95	
SHEQ POLICY	32-727	
GARDENING & GARDENING SHE SPECIFICATION	SCSPVACKO REV 0	
SAFETY ,HEALTH AND ENVIRONMENTAL POLICY	32-727	
WASTE MANAGEMENT PROCEDURE	EPC 32-245	
HERBICIDES MANAGEMENT	ESKPBAAD4	
ESKOM STANDARD ON THE SAFE USE OF PESTICIDES AND HERBICIDES	ESKASAAL0	

**Acknowledgement by Tenderor**

I/WE, ..... DO HEREBY ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE ABOVE ANNEXED DOCUMENTS **C3** OF THIS TENDER.

I/WE UNDERTAKE TO STUDY AND ABIDE BY THESE REQUIREMENTS AT ALL TIME.

SIGNED AT: ..... ON THE ..... DAY OF .....20.....

**Provision of Gardening Services to Eskom Real Estate within LimLanga Cluster Limpopo Area–for a period of 60 months**

**4. Constraints on how the *Tenderor* Provides the Works**

**Quality Assurance & Control**

1. An approved NEC SOW specific Method Statement for the tender duration is to be implemented in conjunction with, and to the approval of, the Project Manager.
2. The Tenderor needs to submit a Method statement indicating how the SOW activities shall be executed quality to ensure that the works are done according to specification for each task order issued 30 days after tender award;
3. The Tenderor is required to employ a competent personnel on site for the duration of the tender to perform duties according to specified scope of work activities and ensure quality checks.
4. Assigned Eskom personnel will do inspections and quality checks on installations/ work completed by the Tenderor, but this does not relieve the tenderor from doing 1st line inspections and doing quality work.
5. The Tenderer shall prove its ability to relate to the proposed scope of work which establishes the manner in which the Tenderer intends to perform the Tender.
6. The Tenderer shall, on request, prove its organisational, logistics and support resources to ensure the requirements of the tender can be achieved.
7. Eskom reserves the right to assess and measure , in the selection process, the qualifications , capability and competence of the key staff (assigned personnel ) in relation to the scope of work and to interview any / all Tenderers to confirm the Quality evaluation.
8. The personnel of the Tenderer, who will be conducting the service, will be available on a continuous basis until the conclusion of the project.
9. The Tenderer shall demonstrate experience in comparable projects or specific aspects of the project and / or performance in similar projects.
10. The Quality of the service / product and the contents thereof will be in accordance with prescribed standards.
11. For the duration of the Tender , the Tenderer shall ensure that suitably experienced people are assigned to perform designated work
12. Prior to the commencement of the management of the Professional services, the Tenderer must have scrutinised Eskom’s requirements with specific focus on , inter alia , its policies and practises.
13. It is the Tenderer’s obligation to ensure that his/her operations and the products and/or services it provides to Eskom comply with any applicable statutes and or regulations. Any non-compliance by the Tenderer and the resultant corrective actions shall be the responsibility of the Tenderer.
14. The Tenderer shall ensure that he/she complies with the Scope of Work and that appropriate quality requirements (as in the main tender) are included in subtenders placed by the Tenderer to ensure sub-tenderer’s compliance with the Scope of Work ,if and when applicable
15. The Tenderer shall:
  - a) Support Eskom’s effort to monitor, verify and / or witness any activities associated with the service at any reasonable time.
  - b) Comply with Eskom requests for documentation, records, inspections and witnessing. Eskom participation in audits, appraisals, assessment of plan and verification shall be conducted at no extra cost to Eskom.
  - c) Where applicable, the Tenderer shall ensure that Eskom has access to all work procedures, quality records and to all supporting documentation through provision of access to view and photocopy as required to support verification of work scope requirements. Access shall include the ability to photograph Eskom equipment, systems, system components, materials, as required.
  - d) Provide access to all quality related information pertaining to activities performed by the Tenderer or sub-tenderer(s), which Eskom might not have participated in the witnessing of quality assurance or control thereof. Ensure above requirements (a-d) are communicated down to and accepted by sub-tenderers if and when applicable.
  - e) Utilise detailed review of the work scope to determine deliverables, including deliverable quality activities identified and delivery schedules.
16. The Tenderer shall allow Eskom the right to:

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17. a). Oversee Tenderer audit programs by participating in selected audits as an observer and by assessing Tenderer at key work stages. Eskom will coordinate with the Tenderer to develop an oversight schedule aligned with Tenderer audit schedule.
18. b) Access to any audit reports (if any)
- c) Conduct independent quality audits during all phases of the tender and the Tenderer shall provide all resources to support these activities.
- d). Have electronic and hard copy access to all method statement; procedures, documentation other quality records relating to the service provision including but not limited to data extracts.(if applicable)
- e) The Supplier shall comply with the Quality requirements as set out in the latest edition of Eskom QM-58 document, Supplier Tender Quality Requirements Specification, as well as all applicable legislation included in or referred to in this document.
- g) The supplier shall ensure that all personnel have attended necessary training for equipment to be used;

**Payment**

- The Tenderor will submit his claim as per the NEC Payment Certificate format as attached to this tender with supporting Bill of Quantities on the assessment day. The Tender Number must be clearly visible on the NEC Payment Certificate.
- The Employer will assess Payment certificates on actual work completed. Any possible issues regarding the claim will be addressed by the Employer to the Tenderor.
- On acceptance of the Payment Certificate by the Employer the Tenderor submits his invoice as agreed upon with the Employer. Payment will take place as per the NEC Conditions of Tender.

**Performance Management**

- The Tenderor's Performance will be assessed in accordance with a Performance Appraisal Process.

**Health and Safety Management**

- The Tenderor shall comply with:
  - o The Occupational Health and Safety Act, 1993, and all regulations made there under as per the standard clause A1, stipulated on page 4 of this tender.
  - o The Construction Regulations, 2014.
  - o The Tenderor acknowledges that he is fully aware of the requirements of all of the above and undertakes to employ people who have been duly authorized in terms thereof and who have received sufficient safety training to ensure that they can comply therewith.
- The Tenderor undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Eskom SHEQ Procedures
- The Tenderor shall appoint a person who will liaise with the Eskom SHEQ Officer responsible for the premises relevant to this tender. The person so appointed shall:
  - supply the Eskom Safety Officer with copies of minutes of all Health and Safety Committee meetings (if relevant), on a monthly basis.
  - o supply the Eskom SHEQ Officer with copies of all appointments in respect of employees employed on this tender, in terms of the Act and Regulations and shall advise the Eskom Safety Officer of any changes thereto – to be handed over to the Employer prior to construction start.
- Eskom may, at any stage during the currency of this agreement, be entitled to;
  - o do safety audits at the Tenderor's premises, its work-places and on its employees;
  - o refuse any employee, sub-tenderor or agent of the Tenderor access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorized or qualified in terms of the Act
  - o issue the Tenderor with a work stop order or a compliance order should Eskom become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures referred to in 1 above by the Tenderor or any of its employees, sub-tenderors or agents.
- No extension of time will be allowed as a result of any action taken by Eskom in terms of the above and the Tenderor shall have no claim against Eskom as a result thereof. Furthermore, no amendments to the

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Act or the Regulations or reasonable amendment to Eskom's Safety and Operating Procedures will entitle the Tenderor to claim any additional costs incurred in complying therewith from Eskom.

- An authorized Eskom representative will be on site for regular site visits to monitor the Tenderor's implementation of health, safety and quality Standards.
- The Tenderor shall be responsible for all expenses incurred to ensure adherence to Health and Safety Regulations as stipulated above which includes but is not restricted to ORHVS training courses, etc.
- The Tenderor shall submit a Safety Plan at Tender stage.

### **Construction Safety**

- The Tenderor shall be responsible for ensuring that all equipment supplied and used and all work carried out under this tender shall be in accordance with the Occupational Health and Safety Act (Act 85 of 1993) and regulations remaining in force, as may be amended from time to time.
- In addition, the Tenderor shall comply with other Safety application provisions of Government, Provincial, Municipal Safety Laws, Building,
- The Tenderor shall accept full responsibility for the means, methods, sequence or procedures of work for safety precautions or programmes incident to the work of the tenderor.
- The Tenderor is required to submit a working methodology statement with regards to the Safety Standards • The Tenderor shall indemnify the employer against responsibility for safety on the site of the works.
- The Tenderor shall enter into an agreement to complete the work required in accordance with the provisions of all pertinent legislation and in particular with the provisions of the Occupational Health and Safety Act (Act 85 of 1993) and the regulations promulgated there under.
- Reference of the Safety Methodology Statement can be found in the Government Occupational Health and Safety Act (Act 85 of 1993) and Construction Regulations Document which is available publicly.
- The safety of the Tenderors personnel and employees acquire precedence over the provision of service.

### **Compensation for Occupational Injury and Diseases Act**

- The Tenderor shall submit with his tender proof of adherence to the above act.  
General Environmental Management Requirements
- All environmental legal Liabilities and claims arising from the negligent activities of the Tenderor shall be for the Tenderors expense.

### **Waste Disposal**

The supplier shall ensure:

- That waste is disposed of on a permitted / legal waste site, for the applicable waste type, in terms of the Environment Conservation Act, 73 of 1989 and the National Environmental Waste Management Act (Act 59 of 2008).
- That a safe disposal certificate and waste manifest is obtained, if hazardous waste was disposed-of.
- That where appropriate, waste is recycled, recovered or re-used.

### **General**

- Except for site management and specialised labour such as operators for plant and equipment, the Tenderor is encouraged to use "local" labour on a temporary basis for all manual tasks.
- The Tenderor will attend all site meetings as arranged by the Employer
- All work shall be carried out in accordance with all the statutory requirements applicable to the area, Eskom's specifications, standards and regulations
- The Tenderor will be given access to the proposed site and the Tenderor must comply with Eskom's national, Provincial and local environmental policies and laws.
- The onus is on the Tenderor to obtain the latest revision of standards applicable.
- The Employer reserves the right to alter the scope of the works and programme.
- The Employer reserves the right to remove certain sections from the detailed scope of works as described in this tender

## **Provision of Gardening Services to Eskom Real Estate within LimLanga Cluster Limpopo Area–for a period of 60 months**

### **Supplying Gardening material**

The supplier shall ensure:

- That products sold to Eskom is not in contravention of any international or national environmental treaty, agreement or environmental legislation.
- That products sold to Eskom are biodegradable,
- That material data sheets are provided for all products as well as an assurance letter providing assurance in terms of above two bullets.
- That a service be provided for the re-use or safe disposal of hazardous substances

### **Title to site materials**

The Tenderor ensures that during the period of procurement and installation, all materials and part of the plant are suitably stored on site in such a manner as to prevent damage by weather, fire, manhandling, corrosion, theft and any other peril. The cost of providing necessary protection, storing, handling and security is borne by the Tenderor for the duration of this tender.

The Tenderor returns all un-used spares to the Employer store.

### **4.1 Meetings**

Regular meetings to be held such as safety and planning meetings, early warning and compensation event meetings every week

### **4.2 Use of standard forms**

Tendering parties must use NEC3 standard forms available in the Eskom Intranet for the administration of the tender

### **4.3 Invoicing and payment**

In terms of core clause 50 the *Tenderor* assesses the amount due and applies to the *Employer* for payment. The *Tenderor* applies for payment with a tax invoice addressed to the *Employer* as follows:

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The *Tenderor* includes the following information on each tax invoice:

Name and address of the *Tenderor*

The tender number and title;

*Tenderor's* VAT registration number;

The *Employer's* VAT registration number 4740101508;

The total Price for Work Done to Date which the *Tenderor* has completed;

Other amounts to be paid to the *Tenderor*;

Less amounts to be paid by or retained from the *Tenderor*;

The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;

(add other as required)

The *Tenderor* attaches the detail assessment of the amount due to each tax invoice showing the Price for Work Done to Date for each item in the Price List for work which he has completed.

## Provision of Gardening Services to Eskom Real Estate within LimLanga Cluster Limpopo Area–for a period of 60 months

### A. ACCOUNTS AND RECORDS

IN ORDER THAT THE *PROJECT MANAGER* MAY ASSESS THE AMOUNT DUE AT EACH *ASSESSMENT DATE*, THE *TENDEROR* IS TO SUBMIT THE FOLLOWING INFORMATION IN THE FORMAT AND NUMBER OF COPIES STATED

- **SARS** Requirements
- *Tax Invoice should be displayed in a prominent place on all invoices.*
- *Eskom's name should be stated ""Eskom Holdings SOC Limited.""*
- *"Limpopo Operating Unit" should be displayed.*
- *Address and VAT registration of the recipient (that means Eskom address and vat number)*
- *Name, Address and Vat number of the tenderor must be displayed.*
- *An individual serial number (tax invoice number) and date issued.*
- *A description of goods and/or services supplied must be showed on the invoice. refer to the specific activity stage and item no, as stated in the price schedule. clearly state the quantity or volume of goods or services supplied and the tender price for each item, the amount of the current claim for each item, the amount previously claimed for each item and the amount due for each item.*
- *The quantity or volume of goods or services supplied.*
- *The VAT amount showed on each invoice.*
- *Where the tenderor is not registered for vat the invoice must state only invoice in a prominent place*
- *In addition to the above, the employer's cost allocation or tender order number must be displayed.*
- *Examples of payment certificates and tax invoices for the Eskom NEC Engineering & Construction Short Tender are shown on the next page of this tender.*

#### 4.4 Records of Defined Cost

In order to substantiate the Defined Cost of compensation events, the *Employer* may require the *Tenderor* to keep records of amounts paid by him for people employed by the *Tenderor*, Plant and Materials, work subtendered by the *Tenderor* and Equipment. A site diary will be required.

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

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

The *Tenderor* shall keep accurate records and provide the *Employer* with reports on the *Tenderor's* actual delivery against the above stated ASGI-SA criteria

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

### Supplier Development, Localisation and Industrialisation (SDL&I)

#### Job Opportunities

Service providers will be required to report on the number of jobs created and or retained as a result of this tender

**Provision of Gardening Services to Eskom Real Estate within LimLanga Cluster Limpopo Area–for a period of 60 months**

**4.6 BBBEE and Preferencing Scheme**

Where a change in the *Tenderor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Tenderor's* B-BBEE status, the *Tenderor* notifies the *Employer* within seven days of the change. The Employer reserve the right to terminate the tender if the Tenderor status change to

**4.7 Facilities to be provided by the *Tenderor***

N/A

**4.8 Title to material from excavation and demolition**

N/A

**4.9 Designs by the *Tenderor***

N/A

**5. Requirements for the programme**

- The *Tenderor* shall also provide an organisation chart **showing the personnel to be employed for the works**, along with a detailed CV of all key personnel.

**OTHER INFORMATION TO BE SHOWN ON THE PROGRAM.**

The following Statutory non-working days are included within the tender period:

- All Public Holidays for the duration of the tender.
- The programme must clearly indicate the non-working days for the entire construction period.

**6. Services and other things provided by the *Employer***

Item	Date by which it will be provided
None	

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**7. Life Saving rules**

Due to the importance to safe life's and apparatus of Eskom it is recommended that if a tenderor abuse any Life Saving rules, all work allocated to the tenderor will immediately put on hold until final outcome with investigation.

**Rule 1: Open, Isolate, test, earth, and create an equipotential zone before touch**

**Rule 2: Hook up at height**

**Rule 3: Buckle up**

**Rule 4: Be sober**

**Rule 5: Ensure that you have a permit to work**

**Rule 6: Ensure Safe Live Working**

**ACCEPTANCE NOTE**

I/WE \_\_\_\_\_ HEREBY ACCEPT/REJECT THE ABOVE TERM FOR BREACHING OF  
ESKOM LIFE SAVING RULES.

SIGNED BY: \_\_\_\_\_ DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ /

## C4: Site Information

### **C4.1: Information about the *site* at time of tender which may affect the work in this tender**

#### **1. Access limitations**

None

#### **2. Ground conditions in areas affected by work in this tender**

None

#### **3. Hidden and other services within the *site***

None

#### **4. Details of existing buildings / facilities which *Tenderor* is required to work on**

None

**SECTION 37(2) AGREEMENT  
CONCLUDED BETWEEN**

.....[insert name of subsidiary or Eskom Holdings SOC Limited]

**AND**

.....

**(Name of tenderor/supplier)**

I, .....[insert name of person representing tenderor/supplier company)representing ..... [insert name of tenderor/supplier], do hereby acknowledge that ..... [insert name of tenderor/supplier] is an employer in his/her own right, with duties as prescribed in the Occupational Health and Safety Act No. 85 of 1993 ("the Act"), as amended, and agree to ensure that all work will be performed and/or machinery or plant used in accordance with the provisions of the Act.

I undertake that ..... [insert name of tenderor/supplier] shall strictly adhere to, and ensure that his/her employees adhere to, the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

I have been provided with SHE specifications for project/service .....[insert brief details of project/service, for example, name, tender/project number] ..... and will comply with the requirements set out in these.

I accept and agree that the SHE specifications constitute arrangements and procedures between ..... (insert name of tenderor/supplier) and [insert name of subsidiary or Eskom Holdings SOC Limited] which will ensure compliance by ..... [insert name of tenderor/supplier] with the provisions of the Act, as contemplated in section 37(2) of the Act.

This agreement constitutes the sole agreement between the parties, and no variation, modification, or waiver of any of the provisions of this agreement or consent to any departure from these shall, in any manner, be of any force or effect, unless confirmed in writing and signed by both parties, and such variation, modification, waiver, or consent shall be effective only in the specific instance and for the specific purpose and to the extent for which it was made or given.

This agreement is signed on behalf of the parties, each signatory to this warranting that he/she has the requisite authority to do so.

Signed this ..... day of ..... 20 ..... at

..... (Place)

(Full name)..... (Signature) .....on

behalf of ..... (Tenderor/supplier)

**Tenderor Responsible Manager** (*responsible for signing the tender on behalf of the tenderor/supplier*)

Witnesses

1. ....
2. ....

Signed this ..... day of ..... 20 ..... at ..... (*Place*)

(*Full name*..... (*Signature*) ..... on

behalf of [insert name of subsidiary or Eskom Holdings SOC Limited]  
**(Tenders and/or Project Manager or Representative)**

Witnesses

1. ....
2. ....