



NEC3 Term Service

Short Contract (TSSC3)

A contract between **Eskom Holdings SOC Ltd**
(Reg No. 2002/015527/30)

and

for **Hiring of portable toilet facilities and applicable servicing at various sites in the Western Cape on an as & when required basis for three years**

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HIRING OF PORTABLE TOILET FACILITIES AND APPLICABLE SERVICING AT VARIOUS SITES IN THE WESTERN CAPE ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.

C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

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

Hiring of portable toilet facilities and applicable servicing at various sites in the Western Cape on an as & when required basis for three years

The tenderer, identified in the signature block below, having examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, 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.

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

This Offer may be accepted by the Employer by signing the form of Acceptance overleaf 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: _____

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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 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 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part 2 Pricing Data
- Part 3 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 Tender 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, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week 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 copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Signature(s)

Name(s)

Capacity

for the Employer

(Insert name and address of organisation)

Name & signature of witness

Date

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, ‘Alternative Tender No. _____’

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Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

For the tenderer:

For the Employer

Signature _____

Name _____

Capacity _____

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

(Insert name and address of organisation)

Name & signature of witness _____

Date _____

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C1.2 Contract Data

Data provided by the *Employer*

Clause	Statement	Data
General		
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.	
	E-mail address	
If the <i>Employer</i> appoints an <i>Employer's Agent</i> , the <i>Employer's Agent</i> is:		
14.5	Name	Sandile Faltein
	Address	Eskom Holdings SOC Limited PO Box 2100 BELLVILLE 7535
	Tel No.	+27 21 980 3375
	Fax No.	
	E-mail address	falteis@eskom.co.za
	The authority of the <i>Employer's Agent</i> is	[•]
11.2(5)	The <i>service</i> is	THE PROVISION OF PORTABLE TOILET FACILITIES AND APPLICABLE SERVICING AT VARIOUS MAJOR ENGINEERING WORKS PROJECT SITES, WITHIN THE WESTERN OPERATING UNIT (AD HOC) REQUIRED FOR A PERIOD OF 36 MONTHS
11.2(6)	The Service Information is in	the document called 'Service Information' in Part 3 of this contract.
30.1	The <i>starting date</i> is.	TBC
30.1	The <i>service period</i> is.	3 years
13.2	The <i>period for reply</i> is	3 working days
50.1	The <i>assessment day</i> is the	On completion of service (per task order)
51.2	The interest rate on late payment is	0% per complete week of delay. [Insert a rate only if a rate less than 0.5% per week of delay has been agreed]

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80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	the amount of the deductibles relevant to the event described in the "Format TSSC3" insurance policy available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
82.1	The <i>Employer</i> provides this insurance	as stated for "Format TSSC3" available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance)
82.1	The minimum amount of cover for the first insurance stated in the Insurance Table is:	the amount of the deductibles relevant to the event described in the "Format TSSC3" insurance policy available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.
82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor'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)
Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?		No
93.1	The <i>Adjudicator</i> is	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	[•]

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93.2(2)	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 London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body
93.4	The <i>tribunal</i> is:	arbitration.
	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	Cape Town, 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.

The conditions of contract are the NEC3 Term Service Short Contract (April 2013)¹² and the following additional conditions Z1 to Z11 which 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 Change of Broad Based Black Economic Empowerment (B-BBEE) status

- Z2.1 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.
- Z2.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.
- Z2.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the *starting date* the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z2.4 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 those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *service*.

¹ If the previous edition applies change 'April 2013' for 'September 2009'.

² State whether attached as a 'PDF' file in terms of Eskom's licence, or to be obtained from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or www.ecs.co.za

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Z3 Ethics

- Z3.1 Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor's* obligation to Provide the Service or taking any other action as appropriate against the *Contractor* (including civil or criminal action).
- Z3.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

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

- Z3.3 If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *service*.

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to others except where required by this contract. 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 where required by this contract 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 *Employer*.
- 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 *Employer's* 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 *Employer*. 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 clause 12.2:

- Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties or their delegates 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

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writing.

Z6 Health, safety and the environment

- 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*:
- 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 *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 clause 50

- Z7.1 The *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the correctly assessed amount due for payment.
- 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 clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Contractor* 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 from the last sentence in clause 61.1, "unless the event arises from an instruction of the *Employer*."

Z9 Employer's limitation of liability; Add to clause 80.2

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

Z10 Termination: Add to clause 90.2, after the words "or its equivalent":

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

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Z11 Addition to Clause 50.4

- Z11.1 If the amount due for the *Contractor's* payment of *delay damages* reaches the limits stated in a Task Order (if any), the *Employer* may terminate the *Contractor's* obligation to Provide the Service.
- Z11.2 If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *service*.
-

Annexure A: Insurance provided by the Employer

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

1. Services provided in a TSSC3 contract could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the *Employer's* "works" policy which may be in place for the *Employer's* portion of the property affected by the *service* or against the *Employer's* "assets" policy which may be in place for the *Employer's* portion of the property affected by the *service*, 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 property affected by the *service* and the nature of the insurable event.
3. The *Contractor* is required in terms of Contract Data for clause 82 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from the *Contractor's* own resources on a 'self insured' basis or obtained by him from his own insurers. In order to assess the extent of this cover, tendering contractors and their brokers should consult the internet web link given below and scroll to '**Format TSSC3**' to establish both the cover and the deductibles in relation to the *service* provided in terms of this contract.
4. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor to cover his risks as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 82.1. In terms of clause 82.1 "the *Contractor* provides ... the insurances stated in the Insurance Table. The *Contractor* does not provide an insurance which the *Employer* is to provide as stated in the Contract Data". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
5. Part 2 of the contract will include a requirement for the tendering contractor to identify the cost of insurance which he has allowed for in his Prices, given the foregoing guidance, either as a separate priced item or
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

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Annexure B: The *Employer's* Panel of Adjudicators

The following persons listed in alphabetical order of their surname have indicated their willingness to be included in the Eskom Panel of Adjudicators. Their CV's may be obtained by using the contact details provided.

Name	Location	Contact details (phone & e mail)
Nigel ANDREWS	Gauteng	+27 11 836-6760 nigela@quoin.net
Andrew BAIRD	Gauteng	+27 11 803 3008 andrewbaird@ecsconsult.co.za
Christopher BINNINGTON	Gauteng	+27 11 888-6141 cdb@bca.co.za
Bruce LEECH	Gauteng	+27 11 290 4000 leech@counsel.co.za
Nigel NILEN	Gauteng	+27 11 465 3601; nilences@global.co.za
Robert St. LEGER	Cape Town	+27 21 794 7488 bobst@iafrica.com
Peter THURLOW	Gauteng	+27 11 787 6226 info@thurlowassoc.com

Information about the Panel and appointment of the selected *Adjudicator* is available from Eskom Supply Chain Operations management, by contacting Marika Scott on 011 800 3709 or [Marika.vdHeever@eskom.co.za]

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Data provided by the Contractor (the Contractor's Offer)

The tendering contractor is advised to read both the NEC3 Term Service Short Contract (April 2013) and the relevant parts of its Guidance Notes (TSSC3-GN)³ in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 24 of the TSSC3 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

10.1	The <i>Contractor</i> is (Name):	[•]
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	E-mail address	[•]
63.2	The percentage for overheads and profit added to the Defined Cost for people is	[•]%
63.2	The percentage for overheads and profit added to other Defined Cost is	[•]%
11.2(4)	The Price List is in	the document called 'Price List' in Part 2 of this contract.
11.2(4)	The offered total of the Prices for part of the <i>service</i> in Part 1 of the Price List is [Enter the total of the Prices from the Price List]:	R[•] excluding VAT [in words] [•] excluding VAT
11.2(4)	The offered total of the Prices for part of the <i>service</i> in Part 2 of the Price List is [Enter the total of the Prices from the Price List]:	R[•] excluding VAT [in words] [•] excluding VAT

³ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or www.ecs.co.za.

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C2 Pricing Data

C2.1 Pricing assumptions

The Price List is in two parts. Part 1 is for work described in the Service Information not requiring the *Employer* to issue a Task Order. Part 2 is for work to be carried out within a stated period of time on a task-by-Task basis and instructed by Task Order. The *service* may comprise work under Part 1 only or Part 2 only or a mix of both.

Entries in the first four columns of Part 1 of the Price List are made either by the *Employer* or the tenderer. Entries in the first four columns of Part 2 of the Price List would normally be made by the *Employer* as the Party most likely to know the kind of work which will be instructed by the issue of Task Orders. The tenderer then enters a rate for each item and multiplies it by the Expected quantity to produce the Price to be entered in the final column.

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 tenderer 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 the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters a rate for each item and multiplies it by the Expected quantity to produce the Price, to be entered in the final column.

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.

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

C2.2 Price List

Part 1

Not applicable

Part 2

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

Item no.	Description	Unit of Measure	Quantity	Rate	Price
1.	RENT TOILT:PROVISION OF PORTABLE TOILETS	(EA) Weekly Rental including 2x toilet paper rolls	200		
2.	RENT TOILT:PORTABLE FLUSH TOILET	Monthly(MON)Rental including 2x toilet paper rolls	216		
3.	MAINT EQP SNTRY:CHEMICAL TOILET	EA (Weekly Service and cleaning Per site) including 2x toilet paper rolls with every service	432		

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4.	PAY FEE:TRAVEL;KM;AS REQUIRED	Once off(KM) Delivery and collection	15000		
5.	PAY FEE:TRAVEL;KM;AS REQUIRED	(KM)Per service	50000		
Total of the Prices for Part 1					As per rates

The parameters of the Western Cape Operating Unit Area are as follows:

OPERATIONAL UNIT : WESTERN CAPE PROVINCE					
Zone	CNC Sector	CNC	Zone	CNC Sector	CNC
Protea	Garden Route	Beaufort West CNC	Atlantic	Tableview	Airport CNC
		George CNC			HV Urban CNC
		Oudtshoorn CNC			Carbon CNC
		Plettenberg Bay CNC			Kraaifontein CNC
		Riversdal CNC			Ceres CNC
	Overberg	Bredasdorp CNC		Boland	De Doorns CNC
		Caledon CNC			Laingsburg CNC
		Ladismith CNC			Worcester CNC
		Montagu CNC			Malmesbury CNC
		Swellendam CNC			Piketberg CNC
	Khayelitsha	Monwabisi CNC	West Coast	Vredenburg CNC	
		Spine CNC		Vredendal CNC	
	Helderberg	Grabouw CNC			
		Polkadraai CNC			
		Delft CNC			
		Somerset West CNC			

Please note: the above is not a closed list; it is an indication of the parameter of the Western Cape Operating Unit Area.

HIRING OF PORTABLE TOILET FACILITIES AND APPLICABLE SERVICING AT VARIOUS SITES IN THE WESTERN CAPE ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.

C3: Scope of Work

3.1 Service Information

The hiring of portable toilet facilities and applicable services at various Construction sites -Substation and Lines on an “as, when and where” required basis for a period of 3 years.

Major Engineering Works (MEW) is responsible for the construction and maintenance of Substations, Transmission and Distribution lines, network and cable construction on various Projects.

The need for the portable toilet facilities and applicable servicing at various sites, is due to Occupational Safety and Health Administration which requires portable toilet services be provided for employees.

Description of the service

- 3.1.1 The provision of portable toilet facilities and applicable servicing at various Major Engineering Works (MEW) camping sites on an as and when required basis (ad hoc).
- 3.1.2 Delivery, hiring and collection of portable toilet facilities including cleaning and servicing of the toilet units.
- 3.1.3 The Supplier is required to supply the following units:
- 3.1.4 Portable flush unit with basin with toilet rolls.
- 3.1.5 Supplier to ensure the Toilets are anchored once delivered.
- 3.1.6 On site portable toilet units - it is the Supplier's responsibility to ensure that the toilets are serviced and cleaned and supply of 2x toilet rolls per service at least once a week and to provide a service schedule.
- 3.1.7 The Supplier should make provision for the cost of travelling when doing the following (delivery collection and servicing of the toilet units)

Cost Price Adjustment applicable

4.1 The *base date* for indices are 1 month prior tender closing date. The Rates will be fixed and firm for the first year of the contract.

4.2 On the anniversary of the contract SEIFSA will be applied from month 12 till end duration of the contract.

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5. ***Subcontracting is not allowed.***

Specifications

6.1 It is required that a portable facility be provided at predetermined Major Engineering Work sites together with applicable servicing of the facility.

6.2 It is the Supplier's responsibility to deliver the portable toilets to various sites as described in C2.2 Price List parameters for Western Cape Operating Unit.

6.3 On collection/ servicing of the toilet units, the Supplier should make use of the nearest registered dumping site (situated closest to the specific Construction site).

6.4 The Price list makes provision for travelling rate per kilometre. The distance will be measured from the Supplier's offices (situated nearest to branch office from the site) to the specific construction site and from the specific construction site to the nearest registered dumping site.

6.5 Every Task Order which is issued, it is the duty & responsibility of the *Contractor* to provide the *Employer's Representative* with a service/ maintenance report of all maintained; serviced toilets and basins.

6.6 Service reports to be provided to the *Employer's Representative* on a monthly basis, but no later than the seventh day of the following month.

7. Contractor to provide Service Roster to ensure Eskom representative is available on site.

The Delivery note should contain the following info:

Name of Contractor's Rep
Purchase Order number
Date of service
Type of service Rendered
Indicate status after each visit and recommend (where applicable)
Signatories (both Eskom Representative & Contractor responsible person)

The *Contractor* will further provide the Employer with an approved waste disposal certificate attained from an authorized waste disposal dumping site.

Claiming for services rendered, the Contractor is required to provide the Employer with the following documents for each respective Task Order:

Pro-forma invoice

Service/ Maintenance report

Waste disposal certificate

NB: Service/ Maintenance Reports should be signed by an Eskom employee (Major Engineering Work) on site and co-signed by the Contractor.

No Security Guard on site may sign off a Service/ Maintenance report document.

All chemicals utilised should be in accordance with acceptable environmentally friendly Statutory requirements.

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General Specifications:

Health and Safety requirements
Environmental requirements

8. Constraints on how the *Contractor* Provides the Service

8.1 Meetings

Meeting will be held if/when required by the contracts manager and the service provider

8.2 Use of standard forms

Standard form to be agreed upon for the use of event notifications and delivery/service notifications.

8.3 Invoicing and payment

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

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

- Name and address of the *Contractor*
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508
- The total of the Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed;
 - Where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate,
- Other amounts to be paid to the *Contractor*;
- Less amounts to be paid by or retained from the *Contractor*;
- 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 *Contractor* attaches the detail assessment of all work done for each item in the Price List to each tax invoice.

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

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Payment Process

- The *Contractor* will submit his claim in the form of a detailed Task Order indicating all claimed activities, cumulative quantities, and monthly claimed quantities.
- The activities should be as per supporting Bill of Quantities and the agreed detailed Task Order will be submitted by the Contractor, to the Employer on the *assessment day*.
- Any possible issues regarding the claim will be addressed by the *Employer* to the *Contractor*.
- Should there be any changes to a claim; the date of the invoice should reflect the date after the changes has been agreed upon between both parties.
- *Payment will take place as per Eskom payment terms and not as per NEC Conditions of Contract. The Contractor should familiarise himself with the payment terms as noted by the Eskom Finance Department.*

Contractors are required to follow the correct process to ensure that payment is effected in accordance with contractual payment terms:

- Both parties have to agree that the works has been delivered/completed successfully prior to invoicing.
- To ensure that this is effected, the *Contractor* together with the *Employer* will agree on the Task Order prior to the *assessment day*. Thereafter, the *Contractor* will submit their service report to the *Employer* **ON** *assessment day*.
- Once the Task Order has been submitted to the *Employer*, *he* will then generate a payment certificate. Both parties have to sign the Task Order and Payment Certificate.
- A copy of the signed payment certificate and the Task Order will then be provided to the *Contractor* to enable the creation of an invoice and to prevent any discrepancies. A copy of the Task Order and payment certificate must be attached to the original invoice.
- A copy of the Task Order and service report must be attached to the original invoice.
- The Project Manager performs a service entry and goods receipt number on the SAP system.
- The Admin support/ Contracts officer will then forward the service entry and goods receipt note number to the Contractor within 3 working days after the service has been rendered and the Task Order and payment certificate is signed.

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

1. *Contractor* must ensure that the Service Entry and Goods Receipt Note number appears on the invoice (it can be printed or hand written on the invoice)
2. Eskom Purchase order number must appear on the invoice
3. Invoices must be VAT compliant in line with the VAT Act requirements
4. Invoices submitted must reflect the bank account details.
5. Invoices must be original or certified as an original in line with the VAT Act. No electronic invoices will be accepted
6. Eskom's correct name "ESKOM HOLDINGS SOC LIMITED" must appear on the invoice.
7. The Eskom VAT registration number: 4740 101 508 must appear on the invoice.
8. No pro-forma invoices will be accepted.

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NOTE: Invoices together with a signed payment certificate and Task Order must be delivered to the Eskom Documentation Centre as this will speed up the payment process and ensure that invoices are not lost and payments delayed.

**The Documentation Centre is located at the following address:
 60 Voortrekker Road
 Bellville
 7530
 3rd Floor
 G4-Cash Management**

9. BBBEE and preferencing scheme

As per Supplier Development & Localisation information provided with the tender documentation.

10. Site access provided by the Employer

Item:	Date:
Site access (Task order)	

11. Property affected by the service

- The service will be provided predominantly at project sites.
- The Contractor to ensure that he becomes fully aware of site conditions as well as access conditions such as soil/subsurface conditions prior to submitting a tender.
- The Contractor is deemed to execute Safety Procedures to ensure the safety of his staff, and community during the Contract Period.
- The safety of the Contractors Employees, Subcontractors and community takes preference over the scope of the works.
- *Caution to be implemented when works commences. Damage to farmers/adjacent owner’s property will be to contractors account.*
- *The Contractor may attend a clarification meeting pre-arranged by the Employer prior to submitting tender.*

HIRING OF PORTABLE TOILET FACILITIES AND APPLICABLE SERVICING AT VARIOUS SITES IN THE WESTERN CAPE ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.

12 General

- *The Contractor will keep the Employer updated regarding any changes to employees which are involved in performing the service. This include providing the Employer with a up-to-date company organogram and proof of relevant training to perform the service;*
- *The Contractor will report the total number of employees and the total man-hours spent performing this service to the Employer on a monthly basis in a format as specified by the Employer from time to time;*
- *The Contractor's employees will at all times wear uniforms and use vehicles which are clearly marked with the Contractor's logo;*
- *Changes to the Functional Organisation Structure (FOS) (operational teams), are to be communicated with the Eskom Representative within 48 hours of the change effected. The Eskom Representative is not required to approve such changes, but will however verify that the necessary expertise are maintained in the business to safely and efficiently conduct operations in terms of the specification;*
- *Where a Contractor from outside the Western Cape Operating Unit offers the service, the Contractor for the duration of the service is to establish a local office to ensure the effective management of resources and liaison with Eskom;*
- *The local office shall be equipped with facilities to ensure communication with its employees, Eskom, Eskom customers and Land Owners;*
- *The local office will carry all the relevant documentation pertaining to the service complete with all legal and safety documentation including test certificates of equipment, and training records of employees;*

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13 Safety, Health and Environmental Management

- The Contractor will further work according to all the Employer's other safety, health and environmental standards, procedures, specifications and any other related documentation;
- The Contractor will arrange with the Employer's SHE department to undergo a safety and environmental induction and for its SHE file to first be inspected and approved before any services may be performed;
- The Contractor will allow the Employer to conduct SHE audits on the Contractor's premises as and when required by the Employer;
- The Contractor will treat all electrical equipment as alive and dangerous and will keep well clear until a duly authorised employee from the Employer has made the area safe and indicated the safe areas within which the Contractor can work;
- The Contractor will enter a substation only if authorised to do so in writing or under the supervision of a duly authorised employee from the Employer and only move and work in the areas indicated by this Employee;

