



NEC3 Term Service Contract (TSC3)

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

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

**for The Provision of Non-Technical Gardening and
Horticulture Services to Eskom Property
Management for Highveld Zone for a Period Of 60
Months**

Contents:	No of pages
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Part C3 Scope of Work	[•]

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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

C1.1 Form of Offer & Acceptance

Offer

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

The Provision of Non-Technical Gardening and Horticulture Services to Eskom Property Management for Highveld Zone for a Period Of 60 Months on an as and when required basis

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

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

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name &
signature
of witness

Date

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]

1. Please read the relevant clauses in the conditions of contract before you enter data. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
2. Some TSC3 options are always selected by Eskom Holdings SOC Ltd. The remaining TSC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "[•]" - data is required to be inserted relevant to the specific option selected.]

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <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.	[•]

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

10.1	The <i>Service Manager</i> is (name):	TBA
	Address	TBA
	Tel	TBA
	Fax	TBA
	e-mail	TBA
11.2(2)	The Affected Property is	Highveld in the Mpumalanga Operating Unit
11.2(13)	The <i>service</i> is	The Provision of Non-Technical Gardening and Horticulture Services to Eskom Property Management for Highveld Zone for a Period Of 60 Months
11.2(14)	The following matters will be included in the Risk Register	N/A
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	5 working days
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	7 days of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	TBA
30.1	The <i>service period</i> is	TBA
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	The 15th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	14 – 30 days after submission of invoices.
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute,

by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and

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

6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	• Delays in execution of the works/services • Contractor underperformance or non-performance • Health and safety incidents
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	4 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a

		dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).		
	Address	[•]		
	Tel No.	[•]		
	Fax No.	[•]		
	e-mail	[•]		
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.		
W1.4(2)	The <i>tribunal</i> is:	arbitration		
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.		
	The place where arbitration is to be held is	[•] South Africa		
	The person or organisation who will choose an arbitrator	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
	- if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is			
12	Data for secondary Option clauses			
X1	Price adjustment for inflation	The rates shall be fixed and firm for the first 16 months of the contract. thereafter, on each anniversary of the contract, the prices will be adjusted in accordance with the agreed Indices.		
X1.1 (a)	The <i>base date</i> for indices is	A month prior to tender closing date		
X1.1 (b)	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
	Actual Labour Cost (Field Force) where subsistence allowance is paid	85%	Table C-3(a)	SEIFSA
		15%	Non-adjustable	
		1.00		

X1.1 (c)	The proportions used to calculate the Price Adjustment for Material Factor are:	Proportion	linked to index for	Index prepared by
	Statistics SA Consumer Price Index (CPI)	85%	Table D-4	SEIFSA
		15%	Non-adjustable	
		1.00		
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X17	Low service damages			
X17.1	The <i>service level table</i> is in	C3.1 The Services Information (Annexure B)		
X18	Limitation of liability			
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	The amount not exceeding the total contract value		
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	The amount of the deductibles relevant to the event		
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of - the total of the Prices at the Contract Date and - the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles		
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for - Defects due to his design, plan and specification, - Defects due to manufacture and fabrication outside the Affected Property, - loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),		

		• death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	6 months after the end of the service period.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	5 days of receiving the Task Order
Z	The additional conditions of contract are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
 - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
 - undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

- Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

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

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

Z9 Employer's limitation of liability

- Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

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

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

Z11 Ethics

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

Affected Party	means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's

employees,

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

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

Obstructive Action means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

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

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

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

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

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

Z12 Insurance

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

Insurance cover 83

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

INSURANCE TABLE A

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

Materials	<i>Employer's insurance.</i> The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
The <i>Contractor's</i> liability for 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>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 12.2 Replace core clause 86 with the following:

Insurance by the Employer

86

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

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document

Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z13 Nuclear Liability

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

Z14 Asbestos

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

- AAIA** means approved asbestos inspection authority.
- ACM** means asbestos containing materials.
- AL** means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
- Ambient Air** means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
- Compliance Monitoring** means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
- OEL** means occupational exposure limit.

Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

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

C1.2 Contract Data

Part two - Data provided by the Contractor

[Instructions to the contract compiler: (delete this notes before issue to tenderers with an enquiry)

Whenever a cell is shaded in the left hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

Notes to a tendering contractor:

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

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	0%
	The <i>subcontracted fee percentage</i> is	0%
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name:	

³ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

Job

Responsibilities:

Qualifications:

Experience:

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

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

C1.3 Forms of Securities

Pro formas for Bonds & Guarantees

For use with the NEC3 Term Service Contract (TSC3)

[Note to contract compiler:

Once it has been decided which securities are required for this contract delete from this file the ones not required, revise the notes below accordingly and delete this note.]

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Options:

Option X4: Parent company guarantee

Option X13: Performance Bond

Each of these secondary Options requires a bond or guarantee "in the form set out in the Service Information". Pro forma documents for these bonds and guarantees are provided here for convenience but are to be treated as part of the Service Information.

The *Contractor* shall guarantee his ASGI-SA Obligations by providing the *Employer* with an ASGI-SA Guarantee in the form provided here.

[Note to contract compiler: If there are no ASGI-SA Obligations in this contract, delete the above statement and the ASGI_SA bond]

The organisation providing the bond / guarantee does so by copying the pro forma document onto his letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

Pro forma Parent Company Guarantee (for use with Option X4)

(to be reproduced exactly as shown below on the letterhead of the Contractor's Parent Company)

**Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg**

Date:

Dear Sirs,

Parent Company Guarantee for Contract No

With reference to the above numbered contract made or to be made between

Eskom Holdings SOC Ltd

(the *Employer*) and

{Insert registered name and address of the Contractor}

(the *Contractor*), for

{Insert details of the works from the Contract Data}

(the *works*).

I/We the undersigned

on behalf of the *Contractor's*
parent company

of physical address

and duly authorised thereto do hereby unconditionally guarantee to the *Employer* that the *Contractor* shall Provide the Service in accordance with the above numbered Contract.

1. If for any reason the *Contractor* fails to Provide the Service, we hereby agree to cause to Provide the Service at no additional cost to the *Employer*.
2. If we fail to comply with the terms of this Deed of Guarantee, the *Employer* may itself procure such performance (whether or not the Agreement be formally determined). The *Employer* is to notify us and we shall indemnify the *Employer* for any additional cost or expense it incurs.
3. Our liability shall be as primary obligor and not merely as surety and shall not be impaired or discharged by reason of any arrangement or change in relationship made between the *Contractor* and the *Employer* and/or between us and *Contractor*; nor any alteration in the obligations undertaken by the *Contractor* or in the terms of the Agreement; nor any indulgence, failure, delay by you as to any matter; nor any dissolution or liquidation or such other analogous event of the *Contractor*.
4. The *Employer* shall not be obliged before taking steps to enforce the terms of this Deed of Guarantee to obtain judgement against the *Contractor* in any court or other tribunal, to make or file any claim in liquidation (or analogous proceedings) or to seek any remedy or proceed first against the *Contractor*.
5. This Deed of Guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa and we hereby submit to the non-exclusive jurisdiction of the High Court of South Africa.

Signed at _____ on this _____ day of _____ 200_

Signature(s)	
Name(s) (printed)	
Position in parent company	
Signature of Witness(s)	
Name(s) (printed)	

Pro forma Performance Bond – Demand Guarantee (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Guarantee)

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Reference No. [●] [Drafting Note:
Bank reference
number to be inserted]

Date:

Dear Sirs

Performance **Bond – Demand Guarantee**: [Drafting Note: Name of Contractor to be inserted]

Project [] Contract Reference: [Drafting Note: Contractor contract reference number to be inserted]

In this Guarantee the following words and expressions shall have the following meanings:-

“Bank” - means [●], [●] Branch, (Registration No. [●]); [Drafting Note: Name of Bank to be inserted]

“Bank’s Address” - means [●]; [Drafting Note: Bank’s physical address to be inserted]

“Contract” – means the written agreement relating to the Services, entered into between Eskom and the Contractor, on or about the [●] day of [●] 200[●] (Contract Reference No. [.] as amended, varied, restated, novated or substituted from time to time; [Drafting Note: Signature Date and Contract reference number to be inserted])

“Contractor” – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. [Drafting Note: Name and details of Contractor to be inserted]

“Eskom” - means Eskom Holdings SOC Ltd, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2002/015527/30].

“Expiry Date” - means the earlier of

- the date that the Bank receives a notice from Eskom stating that all amounts due from the Contractor as certified in terms of the contract have been received by Eskom and that the Contractor has fulfilled all his obligations under the Contract, or
- the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by Eskom

“Guaranteed Sum” - means the sum of R [●] ([●] Rand);

“Services” - means [insert as applicable.].

At the instance of the Contractor, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of Eskom, as security for the proper performance by the Contractor of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to Eskom, on written demand from Eskom received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.

A demand for payment under this guarantee shall be made in writing at the Bank’s address and shall:

be signed on behalf of Eskom by a Group Executive, Divisional Executive, Senior General Manager or its

delegate;

state the amount claimed ("the Demand Amount");

state that the Demand Amount is payable to Eskom in the circumstances contemplated in the Contract.

Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:

is and shall be absolute provided demand is made in terms of this bond in all circumstances; and

is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.

The Bank's obligations in terms of this Guarantee:

shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and

shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between Eskom and the Contractor.

Eskom shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract.

Should Eskom cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then Eskom shall be entitled to cede to such third party the rights of Eskom under this Guarantee on written notification to the Bank of such cession.

This Guarantee:

shall expire on the Expiry Date until which time it is irrevocable;

is, save as provided for in 0 above, personal to Eskom and is neither negotiable nor transferable;

shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;

shall be regarded as a liquid document for the purpose of obtaining a court order; and

shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.

Any claim which arises or demand for payment received after expiry date will be invalid and unenforceable.

The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____

Date _____

For and behalf of the Bank

Bank Signatory: _____

Bank Signatory: _____

Witness: _____

Witness: _____

Bank's seal or stamp

Pro forma ASGI-SA Guarantee

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Guarantee)

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Reference No [●] [Drafting Note:
Bank reference
number to be inserted]

Date:

Dear Sirs

Pro-Forma ASGI-SA Guarantee: [Drafting Note: Name of Contractor to be inserted]

Project [] Contract Reference: [●] [Drafting Note: Contractor contract reference number to be inserted]

1. In this Guarantee the following words and expressions shall have the following meanings:-
 - 1.1 "Bank" - means [●], [●] Branch, (Registration No. [●]); [Drafting Note: Name of Bank to be inserted]
 - 1.2 "Bank's Address" - means [●]; [Drafting Note: Bank's physical address to be inserted]
 - 1.3 "Contract" – means the written agreement relating to the Project, entered into between the *Employer* and the *Contractor*, on or about the [●] day of [●] 200[●] (Contract Reference No. [●] as amended, varied, restated, novated or substituted from time to time; [Drafting Note: Signature Date and Contract reference number to be inserted])
 - 1.4 "*Contractor*" – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. [Drafting Note: Name and details of Contractor to be inserted]
 - 1.5 "*Contractor's ASGI-SA Obligations*" – means the *Contractor's ASGI-SA Obligations* under and as defined in the Contract.
 - 1.6 "*Employer*" - means Eskom Holdings SOC Ltd, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2002/015527/30.
 - 1.7 "Expiry Date" - means the [●] day of [●] 200[●]; [Drafting Note: anticipated date of issue of ASGI-SA Performance Certificate to be inserted.]
 - 1.8 "Guaranteed Sum" - means the sum of R [●] ([●] Rand);
 - 1.9 "Project" – means the
2. At the instance of the *Contractor*, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the *Employer*, as security for the proper performance by the *Contractor* of the *Contractor's ASGI-SA Obligations* and hereby undertake to pay to the *Employer*, on written demand from the *Employer* received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.
3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:
 - 3.1 state the amount claimed ("the Demand Amount");
 - 3.2 state that the Demand Amount is payable to the *Employer* in the circumstances contemplated in the Contract.

4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
- 4.1 is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
- 4.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
5. The Bank's obligations in terms of this Guarantee:
- 5.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
- 5.2 shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the *Employer* and the *Contractor*.
6. The *Employer* shall be entitled to arrange its affairs with the *Contractor* in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the *Contractor* or any variation under or to the Contract.
7. Should the *Employer* cede its rights against the *Contractor* to a third party where such cession is permitted under the Contract, then the *Employer* shall be entitled to cede to such third party the rights of the *Employer* under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
- 8.1 shall expire on the Expiry Date until which time it is irrevocable;
- 8.2 is, save as provided for in 0 above, personal to the *Employer* and is neither negotiable nor transferable;
- 8.3 shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
- 8.4 shall be regarded as a liquid document for the purpose of obtaining a court order; and
- 8.5 shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the courts of the Republic of South Africa.
- 8.6 Any claim which arises or demand for payment received after expiry date will be invalid and unenforceable.
9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____

Date _____

For and behalf of the Bank

Bank Signatory: _____

Bank Signatory: _____

Witness: _____

Witness: _____

Bank's seal or stamp

PART 2: PRICING DATA
TSC3 Option A

Document reference	Title	No of pages
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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 Contract (TSC3) core clauses and Option A states:

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of • the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and • where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both.

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

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

Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

DESCRIPTION	QTY	RATE
HORTICULTURE SERVICES FOR 60 MONTHS		Rate
GARDENERS		
SUPERVISORS		
SAFETY OFFICER		
CHEMICALS (Herbicide, Insecticides) As and when required		
HERBICIDE REQUIRED QUARTERLY		
Eskom Park - 20 litres x 3 sites x bi-annual		
INSECTICIDE REQUIRED QUATERLY		
Eskom Park - 20 litres x 3 sites x bi-annual		

Cost per Gardener (labour rates)

Item	Description	Unit	
Total cost: labour per employee	Labour Costs (Gardener)		Rate
1	Basic Salary	Item	
2	UIF	Item	
3	Provident fund	Item	
4	COID	Item	
5	Uniform/PPE	Item	
Total cost: overheads			
6	Admin cost		
7	Garden equipment (garden tools, lawn mower, etc)		
Tendered total cost per month per worker			
Total cost of labour @ 30 workers p/m			
Total cost of labour @ 30 workers p/a			

Labour Costs (Horticulture supervisor)			
Total cost: labour per employee		1	
			Rate
1	Basic Salary	Item	
2	UIF	Item	
3	Provident fund	Item	
4	COID	Item	
6	Uniform/PPE	Item	
Total cost: overheads			
7	Admin cost		
Tendered total cost per month per worker			
Total cost of labour @ 1 workers p/m			
Total cost of labour @ 1 workers p/a			

Labour Costs (Safety officer)			
Total cost: labour per employee		1	Rate
1	Basic Salary	Item	
2	UIF	Item	
3	Provident fund	Item	
4	COID	Item	
6	Uniform/PPE	Item	
Total cost: overheads			
8	Admin cost		
Total cost of labour @ 1 workers p/m			
Total cost of labour @ 1 workers p/a			

The total of the Prices

Document reference	Title	No of pages
C3.1	This cover page <i>Employer's Service Information</i>	1
C3.2	<i>Contractor's Service Information</i>	
	Total number of pages	

C3.1: EMPLOYER'S SERVICE INFORMATION

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Otherwise insert list of contents manually.

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1. Description of the service

1.1 Executive overview

The purpose of this contract is to appoint a suitable qualified *Contractor* for the Provision of Facilities Management (Non-technical) Gardening and Horticulture Services to Eskom Property Management Highveld zone, Highveld zone and Eskom Park.

The scope includes (but not limited to) the provision of the following facilities management services:

Gardening and Horticulture Services.

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

1.2 Employer's requirements for the service

Mpumalanga Central Points: Highveld Zone:

Sector	Central Point	Site description
Nkgangala	Middelburg CNC	Makometsane CNC
		Zamekomst CNC
		Siyabuswa HUB
		Elandsdoorn CNC
		Middelburg Offices
		Middelburg RDC
		Middelburg Security
		Middelburg CNC
		Hendrina CNC
		Machado CNC
Badplaas	Ermelo CNC	Bethal CNC
		Bethal HUB
		Ermelo CNC
		Ermelo Live work
		Ermelo CPM Offices
		Carolina CNC
		Badplaas CNC
		Eerstehoek CNC/Elukwatini
		Mayflower CNC
Secunda Sector	Wildebees CNC	Wildebees CNC
		Standerton CNC
		Leslie CNC

		Volkrust CNC + Hub
		Grootvlei CNC Building 1 & Building 2
		Piet Retief CNC + Hub
Northern Highveld	eMalahleni	Kwaggafontein CNC + HUB
		Delmas CNC
		8 Smuts
		10 Smuts
		Duvha TXDX Building
		Grootpan Ogies

Horticulture Services

The Contractor will be responsible for the following services:

- Lawn and grass areas
- Planting and maintaining bedding plants
- Landscaping
- Pest control on plants
- Tree maintenance
- Hard surfaces (Parking and Road)
- Refuse removal
- Marking of sport facility
- Vegetation control on perimeter fence, between two meters inside and outside of the facility
- Indoor plant maintenance

Area type
Lawn/Grass
Field grass/Wild grass
Shrubs/ Hedges
Flower bed
Paving
Road
Total

Indoor Plant Maintenance

List of buildings which will need to have indoor plants and plants maintenance:
Highveld Zone

Middleburg Entrances
Workshops
Medical Centre
All Office Entrances

Plants to be provided (to remain the property of Eskom) maintained and kept in good looking order, free from dust, watered not flooded with water, fed with fertilizer and kept free of insects, and replace the deterioration and clean the containers.

Spraying, insecticides (pesticides) and fertilization of indoor plants on “as and when required ” basis:

Insecticides (pesticides) and fertilization of plants as below scope of work. Spraying and supply of chemicals – pesticides and fertilizers- on all indoor plants as and when required as per further details listed below:

The Contractor shall:

Conduct inspection of all the indoor plants as and when required; identify any problems with the different types of diseases that may attack the plants; and recommend the chemical to be used to solve any potential disease/s.

Supply quotes for chemical spraying treatments, to be undertaken by the supplier, in line with his recommendations. In advance of Eskom’s approval before treatment commences.

When quoting, dates of proposed dates for execution and manpower numbers for Eskom’s Safety Induction must also be supplied. An induction date will be advised / agreed on by Eskom.

- Pickup dead leaves.
- Check the water level from the water gauges; fill up the water if necessary.
- Clean the pot plant / clean the plants using feather dust.
- Prune the dead branches of the plants/also unwanted branches shape the plant
- Checked the dead plants for replacements. Place new order for plants replacements
- Check the infected plants for insecticides.
- Use water buggy to water the plants.
- Shape the pot plant by removing the unwanted branches

Maintenance services specifications

- Check the soil moisture before watering the plants
- Pruning
- Replacing the dead plants
- Check the affected plant with diseases
- Remove dead leaves
- Water w/boxes using water trolley
- Check the leaks, wheels, tap connector

- Water until the level meter is maxi.
- Plants replacements

Outdoor Horticulture related Activities

Horticulture related Activities	Daily	Weekly	Monthly	Quarterly	Yearly
Apply irrigation to outdoor plants Winter		x			
Apply irrigation to plants/grass Summer	x				
Apply watering to indoor plants	x				
Checking equipment	x				
Cutting grass indigenous grass fields sum		x	x		
Cutting grass manicured field (Summer)		x	x		
Cutting grass manicured field					
Dam water volume level check	x				
Maintain efficient irrigation	x				
Removal of garden waste	x				
Watering of plants, grass, trees	x	x			
Cut edges from the roads		x			
Cut edges from the flowerbeds		x			
Weeding flowerbeds	x				
Protect plants from fungal diseases		x			
Choose the right insecticides	x				
Daily inspections	x				
Report Defaults	x				
Apply fertilizer indoor / outdoor					x
Establish/change to water wise				x	
Perform borehole water/dam water test				x	
Create and submit water analysis reports				x	
Cut edges on the walkways		x	x		
Hedging the shrubs & trees at walkways				x	
Flower power applying					x
Container beauty indoor			x		
Water wise gardening			x		
Grass weeding (broad leaf)				x	
Protect grass from herbicides			x		
Rainfall reader/ gauge	x				
Hard surface herbicides /walkways			x		
Apply insecticides treatment for plants indoor				x	

Pruning of plants indoor				X	
Pruning of trees outdoor					X
Removal of invader plants/trees					X
Replacements of plants/shrubs/trees				X	
Apply insecticides indoor plants				X	
Pruning roses				X	
Spring & summer lawn care			X		
Apply fertilizer to roses					X
Apply insecticides plants outdoor			X	X	

The Water wise landscape design and resource plan introduction

- Develop a comprehensive landscape plan.
- A carefully thought-out landscape plan will enable the creation of beautiful, water-wise outdoor spaces that integrate current plants but allow for the most existing eco landscape features to be added.
- Eight fundamental steps to follow in the design and maintenance of water efficient landscape
 - Group the plants according to their needs and consider planting fruit trees
 - Use native and low water use plants
 - Limit turf areas to those needed for practical purposes
 - Use efficient irrigation system with consideration of optimal source and timing
 - Schedule irrigation wisely in accordance with weather forecast & soil moisture
 - Provide healthy soil
 - Mulch over soil and around plants to reduce evaporation
 - Regular maintenance
- Sun & shade
 - Morning, noon, and afternoon sun/ shade meaning keep check through your area
- Water use zones = map/divide your areas into three categories
 - Low water use (fed primarily by rainwater)
 - Moderate water use (requires occasional watering consider Polymer granulates)
 - High water use (requires regular watering consider Polymer granulates)

Horticulture maintenance focus

- Low maintenance plants
- Fast growing turf grass regular mowing (incl at PV solar section)
- Fertilizing and aeration
- Low water uses for grass areas
- Ground covers and plants will need substantially less maintenance

Cost & Reporting Analysis activities

Landscape planning needs to consider the utilization of outdoor testing spaces, access and utility service reticulation. Consider implementation within specific time scales to spread the cost over several years of Horticulture plan. The low-cost resource focus via smart landscape planning will lead to binding cost saving in the long run, resulting in reduced water consumption, and maintenance.

General

Grass areas

All established garden lawns to be mowed, grass edges are to be trimmed, fertilized, top dressing and cuttings raked every week (September-April) and fortnightly (May-August)

A. FLOWER BED AREAS

All areas currently planted with shrubs and/or ground covers within the outer 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.

B. 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 always clean.

C. 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

D. WATERING

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

E. REFUSE REMOVAL

All garden cuttings and refuse are to be stacked in an appropriate holding area, then removed from site on a weekly basis.

F. CUTTING HEIGHT

Brush Cutters	Not less than 50mm
	Not more than 100mm
Lawn mowers	Not less than 20mm
	Not more than 50mm

G. SAFETY

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

H. 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.

I. REMOVAL OF CUTTINGS

The *Contractor* must remove the grass cuttings and ensure they are disposed of offsite.

J. 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 oversee the site, and who must always be present whilst grass is being cut.

K. OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS

Contractors and Sub- Contractors must comply with the provisions of the OHASA and other applicable legislation.

L. APPOINTMENT OF RESPONSIBLE PERSONS

The contractor shall cause all work to be carried out under general Supervision of a responsible person appointed by the Contractor in writing in accordance with the provisions of the Regulations made in terms of the Occupational Health and Safety Requirements to be met by the Contractor and Sub-Contractor employed by Eskom.

A copy of the letter of appointment and of the appointee's written acceptance thereof shall be lodged with the Facilities Manager BEFORE any work on site shall commence.

SHE requirements when spraying with chemicals

Contractor's Employees must wear the following PPE:

- Respirator
- Goggles /Face shield
- Overalls (Contractor company band/logo)
- Gloves. Always wear unlined, elbow-length chemical-resistant gloves when handling all pesticides.
- Body Covering Apron
- Safety Boots (SABS approved)
- Hard hats with ear protection
- Knee guards
- Work tasks stipulating exposure risks

- Engineering controls for risk reduction

Equipment list

The below quantities are an estimated minimum requirement and the Contractor as a specialist needs to allow for sufficient equipment to execute the works.

Equipment to be hired or permanently present	Number for Hire	Number permanently required (Per Zone)
Tractor with Slasher	1	
Scarifying machine	1	
Bakkie with trailer (minimum 1ton)	1	1
Ride-on Mowers 60 inch		2
Ride-on Mowers 40 inch with grass catcher		3
Ride-on sweeper	1	
Brush Cutters		15
Chain Saw		1
Pole Pruner		3
Boom Sprayer		3
Blowers		5
Hedge Trimmer		3
Push mowers		5

NB: Cost of equipment to consider the life span of equipment

Item	Tools	Unit	*Qty per Zone
1	Spades	Number	20
2	Forks	Number	15
3	Rake – Leaf racks	Number	20
4	Rake - Metal	Number	20
5	Picks	Number	6
6	Secateurs plus Loppers Set	Number	15
7	Hard brooms	Number	30
8	Knapsack sprayer	Number	10
9	Wheelbarrow	Number	10

Chemical list

Highveld

Chemical type	Winter Season	Summer Season (8months)
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Nonselective Herbicide (800 liters per year)	As and when required	As and when required
Selective Herbicide (Broad Leave) (800 liters per year)	As and when required	As and when required
Insecticide (800 liters per year)	As and when required	As and when required

Working time and Manpower requirements

Working times in winter season: From 07h30am to 16h00

Horticulture Service Skills Required	Highveld Zone
General Gardeners	22
Safety Officer	1
Ride-on mower/ Operators	2
Tractor Drivers	1
Brush-cutters	6
Supervisor	1
Total	33

- The Contractor is required to provide their own staff
- Provided proposed full-time personnel structure
- Proposed operational maintenance plan/work schedule to be compiled by the Contractor and presented to Eskom for approval upon signature of contract agreement.

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
BBBEE	Broad Based Black Economic Empowerment
QM	Quality Management
PM	Eskom Property Management
SD&L	Supplier Development and Localisation
SHE	Safety, Health and Environmental
TSC	Term Services Contract
PPE	Personal Protective equipment

Management strategy and start up.

The *Contractor's* plan for the service

The Contractor shall ensure that all resources required for the execution of the services are in place prior to commencement of the contract. Regular reviews and updates of the Service Delivery Plan shall be conducted throughout the contract period to ensure efficient and effective service delivery. . The Contractor shall maintain, at the office, up-to-date copy of the Contract and all Contract related documents (including correspondence and documents issued by and to the Contractor, Compensation Events, Progress Reports, correspondence, non-conformance reports etc.). These documents shall always be available to the Employer

Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Feedback meeting	Weekly	Highveld zone	<i>Employer and Contractor</i>
Overall contract progress meeting	Monthly	Highveld zone	<i>Employer and Contractor</i>

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

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

Contractor's management, supervision and key people

The *Contractor* shall provide the *Employer* with a detailed organogram of all staff and management on the contract. This must be revised quarterly and must reflect any changes to the staff and management structure. The *Employer* reserves the right to audit and verify the structure.

Contractor's management, supervision and key people

The Contractor keeps up to date organogram on site showing his people and their lines of authority / communication.

- The Contractor keeps a daily attendance register, which must be signed off by the Contractor on monthly basis and filed for audit purposes.
- **Annual\Sick\Maternity\Family responsibility leave:**

- When a staff member is off sick or on leave, Contractor must arrange for reliever, which will be paid by the Contractor and not the employee who is on leave.
- Payment for the reliever will be for the Contractor and not the employee who is on leave.
- **Absence:**
 - When a staff member is absent, Contractor must arrange for reliever, which will be paid by the Contractor and not the employee who is absent.
- **Employee Salaries:**
 - Salaries of all the contractor staff must be in their bank accounts on the last working day of the month. Non-compliance will be considered as breach of contract.
 - A contractor shall have contingency funds to cover employee salaries in an event Eskom delays payments.
 - No bonuses will be paid to a contractor.
 - Salaries 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 Contractor 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 contractor if employee does not adhere to the above.
 - No alcohol, fire arms, knives and other life-threatening objects are allowed on the Eskom premises.
- **Contractor's responsibility:**
 - In the execution of his duties, it is expected of the supplier to comply with Eskom Distribution Standard entitles Occupational Health Contractors Reference ESKASAAP4 (Rev1) (copy available on request).
 - The Contractor 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 Contractor 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 Contractor will be liable for transport to the venue.
 - Yearly medicals are compulsory, and proof must be handed in.
- **UNIFORMS AND PROTECTIVE CLOTHING**
 - The contractor will supply all his staff with clothing of uniform colour and styles, clearly marked with the Company's name:
 - The Contractor must provide 2 sets of 2-piece overalls each year.
 - The Contractor must provide two pairs of safety shoes- Steel tip, close top SABS approved with rubber sole- NO SLIP-ON'S each year.

- The Contractor must provide two jerseys and two dry mac's for rainy and winter seasons.
- It is the Contractor'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 Contractor 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.

Provision of bonds and guarantees

N/A

Documentation control

All contract documentation shall be assigned a unique alphanumeric identification code that reflects the document's source, recipient, communication type, and sequential communication number. The standard format is [Source]-[Recipient] - [Document Type]- [Sequential Number]

Formal Format:

- Contractual communications shall be issued as compiled letters or approved forms.
- Messages must be on official letterhead or within a controlled template.
- Emails may be used only as a transmission mechanism, not as the communication itself.
- The formal letter or form shall be attached as a PDF (locked format to prevent alteration).
- The email body may provide a brief summary only.

Prohibited Methods:

- No contractual instruction, request, variation, or clarification shall be issued as plain text in an email body, instant messaging, or verbal communication.
- Handwritten notes, texts, or informal apps (e.g., WhatsApp) are not accepted documentation channels.

This alphanumeric identification shall appear on:

- The document header/footer
- The transmittal sheet
- The document register
- Email subject line when issued electronically

The Contractor will submit the following documents to the Employer for review; the Employer will review the documents for acceptance and inform the Contractor if the documents have been accepted or if it is not accepted and stating the reasons of not the accepting the documentation. The Employer will give the Contractor reasonable time which will be agreed to between the Contractor and the Employer to respond or re-submit the documents.

Used Standard forms

Invoicing and payment

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

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

The *Contractor* shall address the tax invoice to

_____ and include on each invoice the following information:

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

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)
- 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.
- 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: invoiceseskomlocal@eskom.co.za

Contract change management

The *Employer* may instruct changes to the scope at any time, each instruction shall set out the change and the date on which it becomes effective; and must be issued to the *Contractor* in writing to be valid.

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

The *Contractor* shall keep all documentation related to the compensation events, quotes and instructions from the Employer for the period of 5 years after contract completion for audit purposes.

Insurance provided by the *Employer*

The insurance policy provided by the *Employer* will be dealt with as specified in Clause 86.1 TSC.

Training workshops and technology transfer

N/A

Design and supply of Equipment

N/A

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

Equipment

N/A

Information and other things

Upon completion of the service period, the Contractor shall submit the Contractor's Safety file to the Employer.

Management of work done by Task Order

All tasks will be carried out in accordance with the Task Order, as detailed in Annexure A.

Health and safety, the environment and quality assurance

Health and safety risk management

The contractor is obliged to comply with Eskom's lifesaving rules as follows

Rule 1: Open, isolated, tests, earth, and bond and/or insulate 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

The Contractor shall comply with:

- The Occupational Health and Safety Act, 1993, and all its regulations.
- The Health and Safety Requirements of the Employer more fully set out in Eskom Standards and procedures.
- The Contractor 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 Contractor undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures
- The Contractor shall appoint a person who will liaise with the Eskom SHEQ department responsible for the premises relevant to this contract.
- The person so appointed shall:
- Supply the Eskom SHEQ department with a detailed OHS File compiled as per the Eskom SHE Specifications issued at the beginning of the contract
- Eskom may, at any stage during the currency of this agreement, be entitled to;
- Do safety audits at the Contractor's premises, its workplaces and on its employees.
- refuse any employee, sub-contractor or agent of the Contractor 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
- issue the Contractor 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 Contractor or any of its employees, sub-contractors 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 Contractor shall have no claim against Eskom as a result thereof. Furthermore, no amendments to the Act or the Regulations or reasonable amendment to Eskom's Safety and Operating Procedures will entitle the Contractor 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 Contractor's implementation of health, safety and quality Standards.
- The works to be enclosed with chevron barricade tape supplied and installed by the Contractor and set out by the Employer.

Compensation for Occupational Injury and Diseases Act

- The Contractor shall submit valid letter of good standing and ensure the validity during the contract duration.

Environmental constraints and management

Waste management of the garden waste that will be generated from this contract , must be disposed in a proper manner.

The collection of waste and the disposal slips /certificate must be recorded /kept at the site for audit purpose

Quality assurance requirements

The Contractor shall comply with the Quality requirements as stated in QM-58 (As applicable).

The Contractor shall comply with the following Quality requirements:

1. Eskom QM-58 Specification (The Contractor Contract Quality Requirements Specification)- 240-105658000, Category 4 criteria.
2. Latest ISO 9001 - Quality Management System Requirements.

3. Conformance to Specifications

- a. The Contractor will provide services to be 100% in conformance with the Specifications and Eskom's Quality acceptance requirements as identified in the specifications.
- b. The Contractor will only use components and materials that are qualified and approved as per specifications.
- c. The Contractor will ensure that the services meet quality acceptance requirements and functional tests as required in the applicable specifications.
- d. The Contractor must maintain an inspection procedure and quality assurance program for the services to ensure compliance with the specified requirements.
- e. The Contractor's failure to comply with Quality requirements will be a material breach of this contract.
- f. The Contractor will permit Eskom representatives to enter any area where service is being rendered, at reasonable times, for the purpose of inspection to ensure that the services conform to the Specifications.
- g. The Contractor is solely responsible for any defect or other failure in the service to meet the Specifications and requirements of this contract.
- h. Eskom will use its best efforts to cooperate with The Contractor in mitigating any quality issues that result from any defects caused by Eskom.

4. Incoming Inspection.

- a. Eskom may inspect and test all Products prior to acceptance or rejection and may refuse to accept Products which do not conform to the Specifications.
- b. Eskom may reject Products during the first 30 days after receipt. The Contractor will replace all non-conforming Products within 30 days from the date received from Eskom and will pay return costs.
- c. Eskom's payment for delivered Products does not constitute acceptance of those Products by Eskom.

5. Process Review.

- a. Eskom has the right to review The Contractor's service and to requalify the service periodically upon notice to The Contractor.
- b. The Contractor will implement all necessary changes required by Eskom upon its review of The Contractor's procedures.

6. Compliance with Regulations.

- a. The Contractor shall comply with all laws, rules and regulations applicable to its performance of

this contract.

- b. The Contractor shall employ a competent Supervisor or Foreman on site for the duration of the project to implement workmanship quality checks

Procurement

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

People

Minimum requirements of people employed

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

SUPPLIER DEVELOPMENT LOCALISATION AND INDUSTRIALISATION

BBBEE and preferencing scheme

The *Contractor* shall maintain the Required B-BBEE Recognition Level for the duration of the Agreement. The *Contractor* shall provide Eskom with a valid Verification Certificate and such other information as Eskom may reasonably request, in respect of which the *Contractor* claims maintenance for the duration of the Agreement of the Required B-BBEE Recognition Level. For the purpose of this clause “verification Certificate” means a verification certificate and the accompanying documentary proof confirming the B-BBEE Status of a particular entity as issued by an accredited verification agency.

Supplier development and localisation

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the supplier, development and localisation matrix.

The *Contractor* shall keep accurate records and provide the Service Manager with reports on the *Contractor's* actual delivery against the above stated supplier development and localisation matrix

The *Contractor's* failure to comply with his supplier development and localisation obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

Reconstruction and Development Programme (RDP) Goals

Transformation – BBBEE Improvement or Retention Plan

Transformation remains an area of focus, where Eskom continuously strives to align itself with national transformation imperatives to unlock growth, drive industrialization, create employment and contribute to skills development.

Eskom encourages its suppliers to constantly strive to improve their B-BBEE rating. Whereas Tenderer/s will be allocated points in terms of a preference point system based on specific goals, Eskom also requests that tenderer/s submits their B-BBEE improvement or retention plan within 30 days of signing the contract.

Tenderer/s are therefore requested to indicate the extent to which they will maintain (only if the respondent is a Level 1) or may improve/maintain their B-BBEE status over the contract period if their B-BBEE status is level 2 or 3. Tenderer/s with a B-BBEE status level 4 at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of B-BBEE Level 3 by the end of the first year of the contract and thereafter improve their B-BBEE status level or migrate by one level higher.

Tenderer/s with a B-BBEE recognition status of Level 5 to Level 8 or non-compliant at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of Level 4 by the end of the first year of the contract and thereafter improve at least one B-BBEE Level higher of each year from the second year of the contract.

Tenderer/s are requested to submit their B-BBEE Improvement Plan as an essential document within 30 days of signing the contract.

NB: A valid B-BBEE certificate or Sworn Affidavit is a condition for contract award, if your company's annual Total Revenue is R10 Million or less you qualify as an Exempted Micro Enterprise therefore you can submit Sworn Affidavit. If your annual Total Revenue is R50 Million or less, you qualify as Qualifying Small Enterprise and must comply with all of the elements of QSE score card relevant to your sector unless an entity is at least 51% Black owned you are required to obtain a Sworn affidavit. If your Annual Total Revenue is above R50m you need to submit a Valid B-BBEE certificate.

Procurement spends on entities with a minimum 51% black ownership

The winning tenderer is encouraged to procure/spend on designated groups on the following paid invoices for both:

- the indirect expenses (e.g. overheads) on goods and services supplied to the contractor/supplier by designated groups; and
- direct spend on goods and services supplied by the subcontractors for the execution of the scope of work.

Activities, as a proportion of the local procurement content, which may be subcontracted to designated black owned enterprises must be submitted in a table below.

Procurement from Designated Group	Eskom Target	Tenderer Proposal
Black Owned	4.0%	
Black Women Owned	3.0%	
Black Youth Owned	2.0%	
Black Persons with Disability	1.0%	

Jobs

The type and number of jobs that will be created and retained in South Africa as a direct result of being awarded a contract.

Type of Jobs to be created	Number of Jobs to be created
Highveld Zone General Gardeners Safety Officer Ride-on mower/ Operators Tractor Drivers Brush-cutters Supervisor	

Skills development

Tenderers are required to submit proposals in a table below for developing the skills of unemployed candidates in the country over a five-year contract period for gardening and horticulture services. The proposed skills development plan should be aligned to the contract and should support a practical pipeline of entry-level, technical and supervisory skills relevant to landscaping, grounds

maintenance, plant care and irrigation support. Skills development is intended to address operational and scarce skills requirements through a combination of accredited learning, workplace exposure and structured mentoring. Candidates should be sourced from Mpumalanga province in the areas to be services, i.e Lowveld and Highveld area and surrounding of Eskom Park.

Skill type / Occupation	Eskom target	Proposed Number of Candidates
Safety officer - (unemployed candidate with Matric certificate and SAMTRAC or any other safety training/programme)	5 (1 per annum per zone/area)	
Skills for landscaping and ground maintenance – National certificate: Landscaping (NQF Level3)	5 (1 per annum per zone/area)	
Plant care, propagation and nursery support – Plant production/horticulture learnership	5 (1 per annum per zone/area)	
Scarce skill in irrigation, water management and site maintenance – Irrigation system maintenance and water-wise horticulture	5 (1 per annum per zone/area)	

The process of developing these skills shall involve the participation by tenderers directly and through their supply network. In certain cases, the SETA's accredited training providers can be approached to participate in developing critical and scarce skills.

Note: That these targets for skills development candidates categorically exclude Eskom employees and registered learners. The tenderers are required to take full responsibility for the total cost of developing the requisite skills, and Eskom shall not make any financial contribution towards the fulfilment of this obligation. Tenderers also are advised to approach their relevant SETAs to access grants, subsidies, and incentives as well as South African Revenue Services for tax rebates that are earmarked for skills development initiatives.

SDL&I Penalty and Performance Security

Eskom will apply a penalty of 2.5% of the invoice amount for failure to meet SDL&I obligations.

Eskom will apply a penalty of 2.5% of the order Value for failure to meet SDL&I obligations. For the duration of the contract, Eskom will retain 2.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the *Contractor* upon:

- Eskom receives the SDL&I progress report/s from the *Contractor*.
- Fulfilment of all SDL&I obligations by the *Contractor*.
- Submission of an approved compliance report by SDL&I Department.

Reporting and Monitoring

- The suppliers shall on a bi-annual basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- Eskom shall review the SDL&I reports submitted by the suppliers within 30 (thirty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.

Every contract shall be accompanied by the SDL&I Implementation Schedule, which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after

contract award. This will be used as a reference document for monitoring, measuring and reporting on the supplier's progress in delivering on their stated SDL&I commitments.

Subcontracting

Not applicable

Plant and Materials

Specifications

Refer to the scope of work

Correction of defects

The *Contractor* shall provide maintenance and repair of all the equipment necessary to provide the services. All defects to the works shall be rectified as specified in QM 58.

***Contractor's* procurement of Plant and Materials**

N/A

Tests and inspections before delivery

The employer representative may conduct inspection if deemed necessary to do so.

Plant & Materials provided “free issue” by the *Employer*

N/A

Cataloguing requirements by the *Contractor*

N/A

Working on the Affected Property

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

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

Employer shall ensure comprehensive access control at the Site, implementing stringent measures at all Project Site entrances continuously, 24 hours a day. All individuals and vehicles entering or leaving the Project Site may be subject to inspection, and the Employer reserves the right to deny entry to anyone not satisfying established security or access requirements.

The Employer will periodically issue policies and procedures concerning Project Site security and access control as necessary. These directives must be strictly followed by the Contractor. At its discretion, the Employer may amend or relax security and access requirements in response to emergencies or circumstances warranting such changes.

If the Contractor is assigned a construction yard, the Contractor shall be responsible for its security, ensuring compliance with the Employer's standards. Any security breach must be immediately reported to the Employer.

People restrictions, hours of work, conduct and records

Core working hours shall be from 07:30 to 16:00, Monday to Friday or as directed by the Employer. Shift work is required. Overtime will be approved by an Employer prior to the Contractor working overtime.

The Contractor shall keep records of his people working on the Affected Property, including those of his Subcontractors. The Employer shall have access to records at any time.

Health and safety facilities on the Affected Property

The *Contractor* shall ensure that alternative arrangements are made for possible incidents occurring after normal working hours. Where services are not available from the Eskom Medical Centre, the Contractor shall make alternative arrangements for any medical assistance. Proof of this must be made available in the *Contractors* SHE Plan.

Environmental controls, fauna & flora

The *Contractor* shall comply with the safety, health and environmental.

Cooperating with and obtaining acceptance of Others

Except as directed by the *Employer*, the *Contractor* shall in no way interfere with, remove, adjust or operate plant, materials and/or equipment of or being supplied or operated by Others.

Records of Contractor's Equipment

The *Contractor* is responsible for maintaining the asset register equipment on site and shall be audited by the Employer from time to time.

Equipment provided by the *Employer*

Refer to the scope of work

Site services and facilities

Provided by the *Employer*

The Employer will, at his expense, arrange for, develop and maintain the various facilities and services at or near the Site, as applicable. The services and facilities provided by the Employer are listed below:

- Electricity.
- Water supply; and
- Sanitary Services.

Provided by the *Contractor*

The *Contractor* shall provide all other services and facilities not mentioned in 5.8.1.

Control of noise, dust, water and waste

The *Contractor* shall comply with the safety, health and environmental requirements stated in the project SHE Specification.

Hook ups to existing works

The performance of the Works which affects the Employer's operations, or the systems of Other Contractors shall be scheduled to be performed only at times approved by the Employer. The procedure for carrying out work which of necessity interrupts the Employer's operations, or the systems of Other Contractors, or imposes abnormal operating conditions on their systems, is subject to approval of the *Employer*.

Tests and inspections

Description of tests and inspections

The Contractor is responsible for providing quality inspections as per the scope requirements and rectifies all defects within agreed time period. The Contractor shall supply the end of job documentation associated with the services. The end of job documentation consists of the signed off (where applicable) completion forms of acceptance by the Employer.

Materials facilities and samples for tests and inspections

In some instances, the Employer representative may request samples for testing/ inspection.

List of drawings

Drawings issued by the *Employer*

The site drawings shall be issued by the Employer on request and returned to the Employer after use.

Drawing number	Revision	Title

ANEXURE A: TASK ORDER

	NEC 3 TSC 19.2 Task Order	Document Identifier	XXX-XXXXXX	Rev	X	
		Effective Date	June 2025			
		Review Date	June 2031			
To the Contractor	[•]	Tel:	[•]			
Address	[•]	Fax:	[•]			
Attention	[name] [•]	Date:	[•]			
E mail	[•]	Ref:	[•]			

[NOTE: The BLUE text is for guidance only and should be replaced by BLACK text as applicable for this contract.]

[NOTE 2: Delete above and other notes in [square brackets].]

Dear Sirs,

Contract title	[•]	Number:	[•]
Contract action	Clause X19.2 Task Order		

Further to our consultations dated [•] about the content of this Task Order and in terms of clause X19.1(1) and X19.1(2) in secondary Option X19 of the above contract, I hereby instruct the *Contractor* to carry out the below stated work as a Task within the *service*.

Task Order No.	[•]	service	[•]
Detailed description of the work in the Task: [•] Starting date for the Task [•] Task Completion Date [•] Delay damages (if any) [•]			
A priced list of items of work in the Task in which items are taken from the Price List is attached Total of Prices for items of work taken from the Price List per the attached priced list is: R. _____ Total of Prices for items of work not in the Price List (details attached) is: R. _____ Total of the Prices for this Task Order R. _____			

Yours faithfully,

Signature (**Service
Manager**)

Name

Distribution:				

ANNEXURE B:

SERVICE LEVEL TABLE FOR NEC CLAUSE X17: LOW SERVICE DAMAGES

No.	Service Area / Activity	Required Service Level / Standard	Measurement / Evidence	Frequency	Low Service Trigger	Low Service Damages
1	Lawn and grass cutting	Grass to be cut and maintained within specified cutting heights: brush cutters not less than 50 mm and not more than 100 mm; lawn mowers not less than 20 mm and not more than 50 mm.	Site inspection report, photographs, and Supervisor/ Assistant Officer & Facilities Management verification.	Weekly in summer and fortnightly in winter, or as per approved work schedule.	Grass not cut as scheduled, excessive height, uneven cutting, or cuttings not removed.	R5 000 per incident or R1000 per affected area per day until corrected.
2	Flower beds, shrubs and hedges	Flower beds, shrubs and hedges to be kept neat, weed-free, aerated, trimmed and maintained to a groomed appearance.	Inspection checklist and photographic evidence.	Weekly / monthly as applicable per zone schedule.	Visible weeds, overgrown shrubs or hedges, poor appearance, or failure to maintain beds.	R5 000 per incident or R1 000 per affected area per day until corrected.
3	Indoor plant maintenance	Indoor plants to be watered, cleaned, pruned, fertilised where required, kept free from insects, and deteriorated or dead plants identified for replacement.	Plant inspection registers and Facilities Management verification.	Daily / weekly as per approved schedule.	Dry, overwatered, dusty, diseased, insect-infested, dead or poorly maintained indoor plants.	R5 000 per incident or R1000 per affected building per day until corrected.
4	Irrigation, watering and water-wise practices	Outdoor and indoor watering to be performed according to seasonal requirements, weather conditions, soil moisture and water-wise principles.	Daily logbook, rainfall gauge readings, irrigation checks and inspection reports.	Daily / seasonal as required.	Failure to water, overwatering, irrigation faults not reported, or visible plant stress due to poor watering control.	R 3000 per incident or R500 per day until corrected.
5	Removal of garden waste and cuttings	Garden refuse, grass cuttings, leaves and horticulture waste to be	Waste removal records, inspection report and	Weekly or immediately where waste creates obstruction	Waste not removed, waste left in unauthorised areas, or waste	R10 000 per incident or R2 000 per

		collected, stacked only in approved areas and removed from site.	photographic evidence.	or safety risk.	causing poor housekeeping or safety risk.	day until removed.
6	Hard surfaces, paved areas, roads and parking edges	Paved areas, parking areas, internal roads and road edges to be kept clean, swept, weed-free and treated where required.	Inspection checklist and photographic evidence.	Weekly / monthly as per zone schedule.	Visible weeds, upswept areas, poor edging, or failure to apply approved herbicide treatment.	R5 000 per incident or R500 per affected area per day until corrected.
7	Perimeter fence vegetation control	Vegetation to be controlled along the perimeter fence, including the required distance inside and outside the facility boundary.	Inspection report and photographic evidence.	Monthly / quarterly as per approved schedule.	Vegetation obstructs fence lines, excessive growth, or failure to maintain required clearance.	R10 000 per incident or R3 000 per affected fence section per day until corrected.
8	Pest, disease and chemical treatment of plants	Plant pests and diseases to be identified, reported and treated using approved chemicals, with applicable safety controls and PPE.	Treatment records, chemical approval records, SHE files, and inspection report.	As and when required.	Failure to inspect, report, quote, obtain approval, treat infected plants, or comply with SHE requirements.	R2000 per incident plus recovery of any proven damage caused by non-compliance.
9	Equipment availability and functionality	Contractor to provide sufficient tools, equipment and resources required to perform the work safely and effectively per zone.	Equipment registers, daily checks and supervisor confirmation.	Daily / as required.	Insufficient equipment, defective equipment, or inability to perform scheduled work due to lack of resources.	R15 000 per incident or R1000 per day until resources are restored.
10	Staffing, supervision and attendance	Contractor to provide the approved personnel structure, including supervisor and required operational staff, during agreed working hours.	Attendance register, access records and supervisor reports.	Daily.	Supervisor absent, insufficient staff, late arrival, early departure, or failure to provide required personnel.	R5 000 per incident or R500 per missing resource per day.
11	Reporting and communication	Contractor to report defects, defaults, incidents, plant disease, irrigation faults	Daily report, exception report, email record or site	Daily / as required.	Failure to report defaults, late reporting, incomplete reporting, or repeated	R5 000 per incident.

		and operational constraints to Eskom within agreed timelines.	instruction register.	reporting inaccuracies.		
12	Safety, housekeeping and compliance	All work to be performed safely, with required PPE, approved methods, clean work areas and compliance with applicable SHE requirements.	SHE inspections, incident reports, site observations and audit findings	Continuous.	Unsafe act, non-compliance with PPE, poor housekeeping, damage to property, or failure to remove hazards before work.	R10 000 per of affected work.