



## NEC3 Term Service Contract (TSC3)

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

and  
(Reg No. \_\_\_\_\_ )

for **General Facilities Maintenance Contract for Eskom  
Telecommunications Radio Sites in the Eastern  
Cape.**

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**CONTRACT No. 46000**

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

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# C1.1 Form of Offer & Acceptance

## Offer

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

**General Facilities Maintenance Contract for Eskom Telecommunications Radio Sites in the Eastern Cape for a period of 3 Years 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	<b>Rates only</b>
	Sub total	<b>Rates only</b>
	Value Added Tax @ 14% is	<b>Rates only</b>
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	<b>Rates only</b>
	(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:

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



**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 .....

Mfundiso Hina

Capacity .....

Middle Manager Telecommunications

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

Eskom Holdings SOC Ltd,  
No.2 Maxwell Drive Sunninghill, Sandton

Name & signature of witness .....

.....

Date .....

.....

# C1.2 TSC3 Contract Data

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

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	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option and secondary Options	<b>A: Priced contract with price list</b> <b>W1: Dispute resolution procedure</b>  <b>X2 Changes in the law</b> <b>X18: Limitation of liability</b> <b>X19: Task Order</b> <b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract April 2013 <sup>1</sup> (TSC3)	
10.1	The <i>Employer</i> is (name):	<b>Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
10.1	The <i>Service Manager</i> is (name):	<b>Dallas Dreyer</b>
	Address	<b>Eskom Ducats Complex, 7-8 Milestone Macleantown Road, Beacon Bay North</b>
	Tel	<b>043 703 2872</b>
	Fax	<b>086 538 8397</b>

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

e-mail

[dreyerd@eskom.co.za](mailto:dreyerd@eskom.co.za)

11.2(2)	The Affected Property is	<b>Eskom Telecommunications Radio Sites in the Eastern Cape.</b>
11.2(13)	The <i>service</i> is	<b>General Facilities Maintenance Contract for Eskom Telecommunications Radio Sites in the Eastern Cape for a period of 3 Years on an as-and-when required basis</b>
11.2(14)	The following matters will be included in the Risk Register	<b>[•]</b>
11.2(15)	The Service Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>2 (two) weeks</b>
<b>2</b>	<b>The Contractor's main responsibilities</b>	<b>Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data</b>
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>2 (two) weeks of the Contract Date</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>TBA</b>
30.1	The <i>service period</i> is	<b>36 (thirty six) months</b>
<b>4</b>	<b>Testing and defects</b>	<b>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</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>25<sup>th</sup> day of each successive month</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>Either 14 (fourteen) days or 30 (thirty) days depending on the contractor's BBBEE status at date of payment</b>
51.4	The <i>interest rate</i> is	<b>the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</b>  <b>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the</b>

**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	<b>Compensation events</b>	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	<b>Use of Equipment Plant and Materials</b>	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	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	1. [•] 2. [•] 3. [•]
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	<b>as stated for “Format TSC3” available on <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> (See Annexure A for basic guidance).</b>
83.1	The <i>Employer</i> provides these additional insurances	<b>as stated for “Format TSC3” available on <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> (See Annexure A for basic guidance)</b>
83.1	The <i>Contractor</i> provides these additional insurances:	[•]
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	<b>the amount of the deductibles relevant to the event described in the “Format TSC3” insurance policy available on <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a></b>
83.1	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	[•]

83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	<b>whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.</b>
83.1	The minimum limit of indemnity for insurance in respect of 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 for any one event is:	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)..</b>
<b>9</b>	<b>Termination</b>	<b>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.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	<b>2 weeks</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i>	<b>the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).</b>
	Address	<b>1<sup>st</sup> Floor Maisels Chambers 4 Protea Place Sandton</b>
	Tel No.	<b>(011) 320 0600</b>
	Fax No.	<b>(011) 320 0533</b>
	e-mail	<b><a href="mailto:info@arbitration.co.za">info@arbitration.co.za</a></b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:	<b>the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of</b>

	<p>The place where arbitration is to be held is</p> <p>The person or organisation who will choose an arbitrator</p> <ul style="list-style-type: none"> <li>- if the Parties cannot agree a choice or</li> <li>- if the arbitration procedure does not state who selects an arbitrator, is</li> </ul>	<p><b>Arbitrators (Southern Africa) or its successor body.</b></p> <p><b>[•] South Africa</b></p> <p><b>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</b></p>
<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X2</b>	<b>Changes in the law</b>	<b>There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.</b>
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>R0.0 (zero Rand)</b>
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	<b>the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on</b> <i>http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</i>
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<b>The greater of</b> <ul style="list-style-type: none"> <li>• <b>the total of the Prices at the Contract Date and</b></li> <li>• <b>the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works / maintenance policies available on</b> <i>http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</i></li> </ul>
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	<b>the total of the Prices other than for the additional excluded matters.</b> <b>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b>  <b>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</b> <ul style="list-style-type: none"> <li>• <b>Defects due to his design, plan and specification,</b></li> <li>• <b>Defects due to manufacture and fabrication outside the Affected Property,</b></li> <li>• <b>loss of or damage to property (other than</b></li> </ul>

		<p>the <i>Employer's</i> property, Plant and Materials),</p> <ul style="list-style-type: none"> <li>• death of or injury to a person and</li> <li>• infringement of an intellectual property right.</li> </ul>
X18.5	The <i>end of liability date</i> is	<b>[•] months after the end of the <i>service period</i>.</b>
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>[•] days of receiving the Task Order</b>
<b>Z</b>	<b>The <i>additional conditions of contract</i> are</b>	<b>Z1 to Z11 always apply.</b>

## **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.

Z 11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z 11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service 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 Service for this reason.

Z 11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Service for this reason, the procedures and amounts due on termination are respectively P1, P2, P3 and P4, and A1 and A3.

Z 11.4 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.

## Annexure A: Insurance provided by the Employer

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

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

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

# C1.2 Contract Data

## Part two - Data provided by the Contractor

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)<sup>1</sup> in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
3. Where a form field like this [ ] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

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

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

<sup>1</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or [www.ecs.co.za](http://www.ecs.co.za)

Responsibilities:

Qualifications:

Experience:

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

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

## PART 2: PRICING DATA

### TSC3 Option A

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

## C2.1 Pricing assumptions: Option A

### 1. How work is priced and assessed for payment

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

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

### 2. Function of the Price List

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

### 3. Link to the *Contractor's* plan

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

### 4. Preparing the *price list*

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

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

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

#### **4.1. Format of the *price list***

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

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

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

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

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

## C2.2 the *price list*

Item nr	Description	Unit	Rate
1	Artisan / Supervisor Labour - Normal Time	Hr	
2	Artisan / Supervisor Labour - Overtime @ 1,5	Hr	
3	Artisan / Supervisor Labour - Overtime @ 2	Hr	
4	Assistant Labour - Normal Time	Hr	
5	Assistant Labour - Overtime @ 1,5	Hr	
6	Assistant Labour - Overtime @ 2	Hr	
7	Artisan / Supervisor Travel - Normal Time	Hr	
8	Artisan / Supervisor Travel - Overtime @ 1,5	Hr	
9	Artisan / Supervisor Travel - Overtime @ 2	Hr	
10	Assistant Travel - Normal Time	Hr	
11	Assistant Travel - Overtime @ 1,5	Hr	
12	Assistant Travel - Overtime @ 2	Hr	
13	Tower Work Labour - Normal Time	Hr	
14	Tower Work Labour - Overtime @ 1,5	Hr	
15	Tower Work Labour - Overtime @ 2	Hr	
16	Travel per KM - LDV / Sedan	Km	
17	Travel per KM - 4x4	Km	
18	Material / Purchases / Hiring Equipment / Professional Services at % Mark-up	% Mark-up	
19	Accommodation	per Night	

The total of the Prices

### **Notes:**

- The Tendered rates exclude VAT
- Accommodation to be agreed with Eskom official beforehand. It will only be paid if approval is given prior to any work being done

- Any overtime or weekend work must be agreed beforehand with the Eskom Official
- Eskom reserves a right to split the contracts during award stage
- The line item “Material / Purchases / Hiring Equipment / Professional Services at % Mark-up” is intended to allow for the purchase of any materials, consumables (including diesel), parts, hiring of equipment and professional services bought in as required by the end user. This to be billed for at cost plus percentage mark-up as tendered for. Proof of purchase price to be submitted to Eskom official on requested
- A plan for efficient travel to cater for maintenance to multiple sites in an area must be prepared by the contractor beforehand and be included in their quote for scoped work if it is required that work be carried out at multiple sites on the same trip
- Defects identified during maintenance visits will be reported to the Eskom Senior Supervisor. He will then determine how to proceed using a task order based system or Purchase Order. Either right away if it is possible with resources already on-site, or during a follow-up visit
- Defects identified by Eskom Technicians will be reported to the contractor for action. A Task Order System will be used if required, as unforeseen defects are not a known output and it may make sense for the contractor to carry out the maintenance right away while on site
- There is a requirement to use a 4x4 for certain sites as specified at time of quoting by the Eskom Official. Billing for this is provided for as a separate line item “Travel per KM - 4x4”

The above is subject to the following:

- A request for *services/works* will be given to the *Consultant/Contractor* by the *Employer*, in its total discretion and on an as and when needed basis, in the form of a Task Order / Instruction. Signatories of both parties on the Task Order/ Instruction are required prior to any Obligation being created for commencement of or payment for *Services/works*.
- A Task Order/Instruction is an order/instruction by the *Employer* to perform *services/works* as nominated by the *Employer* from the skills and *services/works* category, in terms of the above Price List, for which the *Consultant/Contractor* has been found by the *Employer*, in its total discretion, to have the relevant and present competency and capacity and no serious misconducts by key persons of the *Consultant/Contractor*, alleged or otherwise.”
- The *Consultant/Contractor* should not commence with any *services/works* regarding any Task Order/Instruction without receiving the purchase order number (45# number) from the contract custodian.

This contract is the only contract which can be used to request the *services/works* deemed to be for **General Facilities Maintenance of Eskom Telecommunications Radio Sites in the Eastern Cape.**

\_\_\_\_\_  
**Contractor**

\_\_\_\_\_  
**Date**

## PART 3: SCOPE OF WORK

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	This cover page	1
C3.1	<i>Employer's Service Information</i>	
C3.2	<i>Contractor's Service Information</i>	
	Total number of pages	

# C3.1: EMPLOYER’S SERVICE INFORMATION

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# 1 Description of the service

## 1.1 Executive overview

The aim of this contract is to cater General Facilities Maintenance for 68 Eskom Telecomms Radio Sites in the Eastern Cape.

## 1.2 Employer’s requirements for the service

### User Requirement Specification

#### **General Facilities Maintenance Contract for Eskom Telecommunications Radio Sites in the Eastern Cape for a period of 3 Years on an as-and-when required basis**

#### 1 Site Locations and Access Road Conditions

1.1 The table below contains information on the Radio Sites covered under this contract. Should an omission be identified or a new site built during the contract, they will automatically be included. The contractor will be notified of any changes. Most of the sites falling under this contract are at altitude (included, an “Altitude” column to give the contractor an idea of the challenges they may face because of altitude and its associated weather) and are at the end of fairly challenging gravel roads / tracks leading to our mountain top sites. The column “Access” indicates vehicle requirement to gain access, although this may change in bad weather.

Number	Description	Housing Type	Access	Service Centre	Coordinates	Altitude
1	Braemar RS	Brick	Raised Body LDV	EL	32°15'15.5"S, 27°11'30.8"E	1279
2	Butterworth RS	Container	Raised Body LDV	EL	32°21'07.1"S, 28°08'12.8"E	696
3	Cathcart RS	Container	4x4 LDV	EL	32°17'52.2"S, 27°06'56.3"E	1609
4	Dordrecht RS	Container		EL	31°21'47.6"S, 27°04'00.8"E	1931
5	Dryhurst RS	Brick	Raised Body LDV	EL	32°22'16.58"S, 27°26'36.25"E	1323
6	Grays RS	Brick	Raised Body LDV	EL	32°37'04.86"S, 27°43'25.6"E	850
7	Hogsback RS	Container	Raised Body LDV	EL	32°34'53"S, 26°56'15"E	1546
8	Indwe RS	Container		EL	31°27'10.1"S, 27°18'09.0"E	1513
9	Jamestown RS	Container		EL	31°06'10.4"S, 26°46'15.24"E	1934
10	Katberg RS	Container		EL	32°27'26.2"S, 26°39'00.6"E	1615
11	Kei Mouth RS	Container	Raised Body LDV	EL	32°39'36"S, 28°17'08"E	248
12	Knapdaar RS	Container	Raised Body LDV	EL	30°42'28.5"S, 26°07'11.9"E	
13	Kramberg RS	Container	Raised Body LDV	EL	30°47'00.5"S, 26°33'59.8"E	1986
14	Lady Frere RS	Container	4x4 LDV	EL	31°41'22"S, 27°06'49"E	1737
15	Langpunt RS	Container	Raised Body LDV	EL	30°51'28"S, 27°25'54"E	2248
16	Madeira RS	Brick	Raised Body LDV	EL	31°52'28.9"S, 26°49'29.3"E	1585
17	Molteno RS	Container		EL	31°35'27.7"S, 26°08'47.6"E	2091
18	Mt Kemp RS	Brick	Raised Body LDV	EL	32°40'56"S, 27°15'35"E	1406
19	Mt Shepstone RS	Container	Raised Body LDV	EL	31°43'56.5"S, 26°46'47.4"E	1978

## General Facilities Maintenance Contract for Eskom Telecommunications Radio Sites in the Eastern Cape.

20	Ncora RS	Container	Raised Body LDV	EL	31°51'28"S, 27°40'16"E	1316
21	Needs Camp RS	Brick	Raised Body LDV	EL	33°00'36.03"S, 27°36'58.73"E	356
22	Nqamakwe RS	Container	Raised Body LDV	EL	32°11'34.6"S, 27°56'31.7"E	1107
23	Post Relief RS	Container	4x4 LDV	EL	32°31'56.6"S, 26°30'25.8"E	1576
24	Rhodes RS	Container	4x4 LDV	EL	30°51'46.5"S, 27°51'39.1"E	2062
25	Sada RS	Container	Raised Body LDV	EL	32°14'04.1"S, 26°33'53.4"E	1718
26	Tarkastad RS	Brick	Raised Body LDV	EL	32°00'02.9"S, 26°17'09.6"E	1385
27	Wesley RS	Container	Raised Body LDV	EL	33°12'57.5"S, 27°20'59.4"E	277
28	Witberg EC RS	Container	4x4 LDV	EL	30°41'44.6"S, 27°16'10.5"E	2405
29	Barkley Pass RS	Container	Raised Body LDV	Mthatha	31°12'25"S, 27°49'47"E	2075
30	Baziya RS	Brick	4x4 LDV	Mthatha	31°33'25.7"S, 28°23'56.2"E	1653
31	Cala RS	Container	4x4 LDV	Mthatha	31°33'14"S, 27°44'56"E	1735
32	Coffeabay RS	Container	Raised Body LDV	Mthatha	31°48'14.2"S, 29°04'43.8"E	653
33	Gudlani_MTN RS	Container		Mthatha	30°37'53.54"S, 28°33'12.39"E	1744
34	Lusikisiki RS	Container		Mthatha	31°22'59"S, 29°33'54.3"E	
35	Mt Ayliff RS	Container	Raised Body LDV	Mthatha	30°50'14"S, 29°23'56"E	
36	Mt Frere_MTN RS			Mthatha	30°55'33.73"S, 28°58'57.04"E	
37	Mt Hargreaves RS	Container	Raised Body LDV	Mthatha	30°23'34.3"S, 28°45'55.7"E	2130
38	Port St Johns RS	Container	Raised Body LDV	Mthatha	31°36'42.9"S, 29°31'17.9"E	356
39	Vaalkop EC RS	Container	Raised Body LDV	Mthatha	31°11'29.8"S, 27°58'24.8"E	2351
40	Willowvale RS	Container	Raised Body LDV	Mthatha	32°16'02"S, 28°30'40"E	599
41	Aberdeen RS	Container	Raised Body LDV	PE	32°41'08.8"S, 23°59'54.6"E	1003
42	Adamskraal RS	Container	Raised Body LDV	PE	33°31'20.2"S, 23°35'49.1"E	1090
43	Alexandria RS	Container	Raised Body LDV	PE	33°37'56.2"S, 26°10'49.7"E	357
44	Baviaanskloof RS	Container	4x4 LDV	PE	33°35'09.2"S, 23°56'16.3"E	996
45	Bedford RS	Brick	Raised Body LDV	PE	32°38'04.0"S, 26°02'50.6"E	1423
46	Bulberg RS	Container	4x4 LDV	PE	31°17'08.0"S, 25°35'24.8"E	1797
47	Coldstream RS	Container	Raised Body LDV	PE	33°18'58.8"S, 26°24'27.0"E	809
48	Cradock RS	Brick	Raised Body LDV	PE	32°18'02.7"S, 25°32'30.2"E	1820
49	Cradock RS (Old Site)	Brick	Raised Body LDV	PE	32°18'02.7"S, 25°32'30.2"E	1820
50	Elandsrivier RS	Container	Raised Body LDV	PE	33°38'52.4"S, 24°48'00.3"E	822
51	Fullerton RS	Container	4x4 LDV	PE	33°12'15.3"S, 24°19'27.5"E	1043
52	Governorskop RS	Brick	Raised Body LDV	PE	33°17'04.6"S, 26°42'13.1"E	849
53	Joubertina RS	Container	Raised Body LDV	PE	33°49'14.2"S, 23°52'20.3"E	737
54	Kareedouw Mountain RS	Container	Raised Body LDV	PE	34°01'31.5"S, 24°25'45.6"E	736
55	Kasouga RS	Container	Raised Body LDV	PE	33°42'11.5"S, 26°33'36.0"E	193
56	Kruisfontein RS	Container	Raised Body LDV	PE	34°00'55.6"S, 24°44'38.8"E	210
57	Lady Slipper RS	Brick	Raised Body LDV	PE	33°53'10.3"S, 25°15'46.6"E	576
58	Louterwater RS	Container	Raised Body LDV	PE	33°48'05.1"S, 23°39'59.2"E	667
59	Lovemore Heights RS	Brick	Raised Body LDV	PE	33°59'32.6"S, 25°31'13.9"E	243
60	Misgund RS	Container	4x4 LDV	PE	33°45'00"S, 23°31'09"E	948
61	Olifantskop RS	Brick	Raised Body LDV	PE	33°18'57.7"S, 25°58'07.6"E	707
62	Ouberg RS	Container	Raised Body LDV	PE	32°05'36"S, 24°26'36"E	1687
63	Ouposberg RS	Container	Raised Body LDV	PE	33°33'16"S, 23°16'43.7"E	1266
64	Pearston RS	Container	4x4 LDV	PE	32°53'02.4"S, 25°08'09.1"E	852

65	Suurberg RS	Container	Raised Body LDV	PE	33°14'43.5"S, 25°32'51.8"E	951
66	Tygerhoek RS	Container	4x4 LDV	PE	33°34'27.4"S, 25°00'06.3"E	1024
67	Uniondale RS	Container	Raised Body LDV	PE	33°43'24.0"S, 23°03'04.4"E	1043
68	Viewlands RS	Brick	Raised Body LDV	PE	33°16'21.7"S, 25°46'01.7"E	901
69	Willowmore RS	Container	Raised Body LDV	PE	33°14'06.6"S, 23°27'34.6"E	1402

**2 Contract Kick-Off**

- 2.1 At the kick-off of this contract, an evaluation will be carried out to establish initial maintenance requirements. This evaluation will include a site visit to each site and be carried out by both an Eskom Official and contractor appointee. The information gathered will be evaluated by Eskom and translated into a schedule. Eskom will after this initial phase initiate further action as it identifies defects. The contractor will be able to bill for expenses to carry out the initial evaluation
- 2.2 A tick sheet will form the basis of the initial evaluation to ensure all aspects are assessed and will be provided by Eskom

**3 Services Required**

- 3.1 The list below is not exhaustive and is provided to give the contractor an idea of what skills they should possess in-house to be able to carry out requirements of this contract. Should an omission be identified later, the service can still be requested, based on establishing whether it is within the contractors capabilities. Skills outside those identified on the list can be procured by the contractor under the "Material / Purchases / Hiring Equipment / Professional Services at % Mark-up" line item in the price list

General Facilities Maintenance Services
Carpentry
Electrical (including issuing of COCs)
Fencing and Gate Maintenance
General Maintenance
General Welding
Minor Access Road Maintenance
Masonry
Painting
Running and Termination of Cables
Site Stoning
Spray Washing of Containers / Buildings
Stationary Generator Maintenance and Refueling
Tower Maintenance (Working at Heights)
Trenching and Ducting
Vegetation Control (including maintenance of firebreaks and application of Herbicide)
Waterproofing and Sealing

**4 Travel / Work / Accommodation Arrangements**

- 4.1 It is accepted that travel / work be undertaken by a minimum of 2 people (eg: Artisan or Supervisor + Assistant). This to ensure safety, both while driving as well as while working on site
- 4.2 Should a larger team be required due to the nature of the work, it should be negotiated between Eskom and the contractor

- 4.3 It is accepted that teams stay over should safety dictate it. This is to be communicated to the Eskom Senior Supervisor before doing so
- 4.4 Any accommodation requirement that should crop up due to unforeseen circumstances / delays should be negotiated with the Eskom Senior Supervisor

**5 Hand Tools / Equipment / Portable Electrical Equipment and Plant**

- 5.1 It is expected that the contractor has the necessary Hand Tools, Equipment and Portable Electrical Equipment in-house to carry out General Facilities Maintenance
- 5.2 Transport of goods and material that is within the capability of a LDV or 4x4 bakkie is covered under the "Travel per km" line items in the price list. Transport requiring a truck will be covered under the "Material / Purchases / Hiring Equipment / Professional Services at % Mark-up" line item
- 5.3 Plant as well as specialist equipment can be hired under the "Material / Purchases / Hiring Equipment / Professional Services at % Mark-up" line item in the price list, but dependent on negotiation with the Eskom Senior Supervisor
- 5.4 Any vehicles, specialized equipment or plant owned by the contractor and used under this contract which cannot be billed against one of the standard line items should be billed out at standard market rates under line item "Material / Purchases / Hiring Equipment / Professional Services at % Mark-up". This by negotiation with Eskom Senior Supervisor

**6 Process for Carrying Out Work**

- 6.1 Any work to be carried out will be requested by the Eskom Senior Supervisor
- 6.2 This to be done on a quote based system where Eskom requests a quote based on the scope required
- 6.3 On acceptance of a quote, the Eskom Senior Supervisor will issue a Purchase or Task Order (depending on time constraints)
- 6.4 Should the nature of work change due to unforeseen conditions identified on-site, such changes will be conveyed to the Eskom Senior Supervisor who will give consent to such variation from the scope. This to be followed up by re-quoting and amending of Purchase / Task order ASAP

**7 Pricing / Quoting**

- 7.1 The nature of pricing in this contract is mostly based on time and materials
- 7.2 Contractor will quote to carry out required scope as presented by the Eskom Senior Supervisor based on the following line items:

Contract Line Items to be Tendered On
Artisan / Supervisor Labour - Normal Time
Artisan / Supervisor Labour - Overtime @ 1,5
Artisan / Supervisor Labour - Overtime @ 2
Assistant Labour - Normal Time
Assistant Labour - Overtime @ 1,5
Assistant Labour - Overtime @ 2
Artisan / Supervisor Travel - Normal Time
Artisan / Supervisor Travel - Overtime @ 1,5
Artisan / Supervisor Travel - Overtime @ 2
Assistant Travel - Normal Time
Assistant Travel - Overtime @ 1,5
Assistant Travel - Overtime @ 2
Tower Work Labour - Normal Time
Tower Work Labour - Overtime @ 1,5
Tower Work Labour - Overtime @ 2
Travel per KM - LDV / Sedan
Travel per KM - 4x4

Material / Purchases / Hiring Equipment / Professional Services at % Mark-up
Accommodation

- 7.3 In support of travel expenses (during quoting), the contractor will submit a Travel Plan containing an active Google Maps Route Link. This must match up with km and travel time (@100km/hr) quoted on
- 7.4 Travel will be calculated from the contractors base as negotiated-on at contract award
- 7.5 Invoices from contractors suppliers will be submitted in support of billing against the line item "Material / Purchases / Hiring Equipment / Professional Services at % Mark-up"
- 7.6 No travel km can be claimed within a radius of 50km
- 7.7 Transport of goods, where it is beyond the capability of an LDV or 4x4 must be billed against the line item "Material / Purchases / Hiring Equipment / Professional Services at % Mark-up"
- 7.8 Maintenance visits must be clustered according to what is reasonable to keep travel expenses down for Eskom. Eskom requires that the contractor submits a Travel Plan as part of the quoting process to ensure travel has been evaluated to be most efficient

**8 Example Example**

- 8.1 To help the contractor develop a better understanding of how the contract should be priced, an example of a quote is presented below:
- 8.2 **Stoning of Barkly Pass Radio Site - 150mm depth of 19mm crushed stone**
- 8.2.1 Distance from base (EL in this example) – 270km one-way. One double cab would be sufficient
- 8.2.2 Travel time – 2hr42min calculated @ an average of 100km/hr
- 8.2.3 Site dimensions – 20x20m
- 8.2.4 Labour duration – 2 Days at 8hrs per day to complete on-site works
- 8.2.5 Staffing – 1 x Artisan or Supervisor plus 3 x Assistants
- 8.2.6 Accommodation – It will be required that the team stay over for three nights to keep overtime expenditure down. They will travel up on the first day, work for two days and return on the morning of the forth, totalling 3 nights out
- 8.2.7 The rates presented in the table below are only for the purpose of this example

Quotation			
	Number of Units	Rate	Sub-Total
Artisan / Supervisor Labour (2 days x 8hrs)	16	R 200	R 3 200
Assistant Labour (3 people @ 2days x 8hrs)	48	R 100	R 4 800
Artisan / Supervisor Travel-Time (travel time 2hr42m one-way = 5hr24m)	5.4	R 150	R 810
Assistant Travel-Time (same as above)	5.4	R 75	R 405
Travel km (270 x 2 = 540km) - Double Cab Bakkie	540	R 6	R 3 240
Material (20 x 20 x 0.15 = 60m³ of crushed stone delivered = R 30 000. As invoiced by supplier)	R 30 000	15% Mark-up	R 34 500
Accommodation (4 people for 3 nights = 12)	12	R 700	R 8 400
<b>Total</b>			<b>R 55 355</b>

**9 Verification of Work**

- 9.1 All work to be checked for quality and completeness by Eskom Official before sign-off and payment
- 9.2 Where it makes sense, photographic proof must be provided on request by the Eskom official as proof of quality and completeness. This will be negotiated on a per job basis or as such situations arise

**10 Policies, Procedures and Standards**

10.1 All work is to be carried out according to Eskom’s Policies, Procedures and Standards. These will be provided as needed per job

**11 General**

11.1 There are no toilet facilities on site

11.2 There is no water on site

11.3 There is electricity on site (except for a couple solar sites)

11.4 No transportation of personnel on the back of a bakkie / truck

**1.3 Interpretation and terminology**

The following abbreviations are used in this Service Information:

<b>Abbreviation</b>	<b>Meaning given to the abbreviation</b>
ASAP	As soon as possible
COC	Certificate of Compliance
EC	Eastern Cape
Hr	Hour
Km	Kilometre
LDV	Light Delivery Vehicle
Min	Minute
PO	Purchase Order
RS	Radio Site

## 2 Management strategy and start up.

### 2.1 The *Contractor's* plan for the service

Covered under 1.2

### 2.2 Management meetings

An initial kick off meeting will be held within two weeks of contract award during which clarification of working arrangements will be established as well as details of kick-off sites visit will be decided on. Any further meetings required will be scheduled as needed.

### 2.3 *Contractor's* management, supervision and key people

As the maintenance teams will generally consist of two people, supervision will be carried out by the more senior contractor official on site. A risk assessment will be carried out and sent to the Service Manager as stated in this contract by suitable electronic means prior to commencement of work on each day.

### 2.4 Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Service Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer's* right to termination stated in this contract.

### 2.5 Documentation control

Official communication in terms of this contract (eg. non-conformances) will be carried out between the Service Manager as stated in this contract and the appointed contractor's official. Normal business can be carried out via emails with quoting and invoicing being done in a separate document which includes the official company letterhead.

### 2.6 Invoicing and payment

As per standard Eskom requirements below:

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 Eskom

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)

Further:

Please note that all invoices are to be submitted in electronic format to [invoiceseskomlocal@eskom.co.za](mailto:invoiceseskomlocal@eskom.co.za)

Any queries with regards to payments can be directed to Finance Shared Services (FSS) on (011) 800 5060.

The following needs to appear on the invoice:

"Your invoice is encrypted in order to comply with SARS requirements that invoices and statements sent electronically are tamperproof."

Your banking details have to appear on all invoices in order to prevent payments into incorrect accounts and/or late payments due to verification of account details.

**(SARS REQUIREMENT I.T.O TAX INVOICES FOR VAT PURPOSES)**

In terms of the Revenue Laws Amendment Act, Act 45 of 2003, published on 22 December 2003, the following amendment will be made to Section 20 of the Value Added Tax Act 89 of 1991 ("the VAT Act"):

- (1) Section 20 of the Value Added Tax Act, 1991, is hereby amended by the substitution subsection (4) for paragraph (c) of the following paragraph: "(c) the [legal or trading] name, address and where the recipient is a registered vendor, the registration number of the recipient."
- (2) Subsection (1) shall come into operation on 1 March 2005 and shall apply in respect of any supply made on or after that date.

The effect of the above amendment is that Eskom's VAT registration number will have to appear on all tax invoices it receives from its suppliers in order for it to be a valid tax invoice in terms of Section 20 of the VAT Act from 1 March 2005.

We thus kindly request that the VAT registration number of Eskom as set out below is reflected on all tax invoices sent to Eskom for payment at the soonest of your convenience, but by the latest from 1 March 2005.

The VAT registration number for Eskom Holdings SOC Ltd is 4740101508

## **2.7 Contract change management**

As per NEC Compensation Events

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

N/A – Only pertains to option C or E

## **2.9 Insurance provided by the Employer**

N/A

## **2.10 Training workshops and technology transfer**

N/A

## **2.11 Design and supply of Equipment**

Should fabrication of equipment be required, Eskom will supply appropriate drawings supporting such.

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

### **2.12.1 Equipment**

N/A

### **2.12.2 Information and other things**

N/A

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

Where it is possible, all work will be carried out under Purchase Order (45..... number). Should it happen that it becomes necessary to carry out work at short notice, where it is not possible to generate a PO, the Task Order system will be used. This to ensure that Eskom doesn't pay more for services due to the delays associated with generating a PO. Using the Task Order system will be the exception rather than the norm. Should a Task Order be issued, a PO will then be generated in line with the Task Order ASAP.

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

#### **3.1 Health and safety risk management**

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

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

The *Contractor* shall comply with the health and safety requirements.

#### **3.2 Environmental constraints and management**

All materials disposed of by the contractor, should be signed over using a Waste Transfer form supplied by Eskom. Further, if it is a hazardous substance, the contractor will dispose of it at an accredited waste disposal facility and provide the Service Manager with a Safe Disposal Certificate.

#### **3.3 Quality assurance requirements**

Quality Compliance to be carried out through inspection of work by Eskom Official or through the submission of electronic documentation / media (photos or videos) on request of the Service Manager

## 4 Procurement

All work is to be pre-approved (inferred by the issue of a PO) by the Service Manager (telephonic or text in the case of a Task Order).

### 4.1 People

#### 4.1.1 Minimum requirements of people employed

N/A

#### 4.1.2 BBBEE and preferencing scheme

According to Eskom guidelines

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

N/A

### 4.2 Subcontracting

#### 4.2.1 Preferred subcontractors

There are no preferred subcontractors but it is accepted that the contractor can buy in specialist services from subcontractors.

#### 4.2.2 Subcontract documentation, and assessment of subcontract tenders

Subcontractors subject to the same SHEQ requirements as main contractor.

#### 4.2.3 Limitations on subcontracting

It is expected that the main contractor be able to carry out 80% of outputs specified in the “General Facilities Maintenance Services” table.

#### 4.2.4 Attendance on subcontractors

It may be necessary that a subcontractor attend scheduled meetings at the Service Manager’s request.

### 4.3 Plant and Materials

#### 4.3.1 Specifications

Eskom reserves the right to supply specifications of plant or material to be supplied or used at any time for the duration of the contract.

#### 4.3.2 Correction of defects

As negotiated with the Service Manager and in line with Eskom’s Quality Management principles.

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

The Service Manager has the right to call for two quotes should the need arise to verify the intended purchase price of Plant and Materials. Any warranties offered to the contractor on purchase should be carried over to Eskom.

#### **4.3.4 Tests and inspections before delivery**

As negotiated on between the Service Manager and the appointed contractor's official.

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

Electricity will be provided on site.

Any Plant or Materials Eskom issues will be collected at a negotiated location and transported to site at the rates stipulated in the price list.

#### **4.3.6 Cataloguing requirements by the Contractor**

N/A

## **5 Working on the Affected Property**

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

As Eskom Telecomms Radio Sites are not manned sites, access to site must be prearranged by either having an Eskom official accompany the contractor to site or signing out an official Eskom Telecomms key should it make sense to allow the contractor freedom of access for certain work.

### **5.2 People restrictions, hours of work, conduct and records**

Record of daily attendance while carrying out work for Eskom will be kept and made available to the Service Managers on request.

### **5.3 Health and safety facilities on the Affected Property**

There are no H & S facilities at Radio Sites. First Aid Kits to be part of vehicle standard PPE

### **5.4 Environmental controls, fauna & flora**

All incidents to be immediately reported to the Service Manager.

### **5.5 Cooperating with and obtaining acceptance of Others**

As most Eskom Telecomms Sites are located on farms, the contractor must take cognisance and exercise courtesy. All gates to be left in the state they were found. Any incidents to be reported to the Service Manager immediately.

### **5.6 Records of Contractor's Equipment**

N/A

### **5.7 Equipment provided by the Employer**

N/A

**5.8 Site services and facilities**

**5.8.1 Provided by the *Employer***

Power, baring during power failure or load-shedding  
There is no water on site  
There are no ablutions on site

**5.8.2 Provided by the *Contractor***

All other facilities necessary to carry out the services. Especially if scope calls for multiple days on site. If procured in, to be billed under the % Mark-up line item.

**5.9 Control of noise, dust, water and waste**

All waste to be removed from site.

**5.10 Hook ups to existing works**

Eskom Telecomms does not provide any official hook-ups on building or towers, but through the use of an approved Sky-hook, attachment to towers is possible.

**5.11 Tests and inspections**

**5.11.1 Description of tests and inspections**

As identified per scope

**5.11.2 Materials facilities and samples for tests and inspections**

As identified per scope

**6 List of drawings**

**6.1 Drawings issued by the *Employer***

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

Drawing number	Revision	Title
None		