



NEC3 Term Service Contract (TSC3)

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

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

for **PROVISION OF SUPERVISION, LABOUR, EQUIPMENT AND
MATERIAL REQUIRED FOR GENERAL BUILDING MAINTENANCE
SERVICES FOR TRANSMISSION SUBSTATIONS AND COMMRCIAL
BUILDINGS FOR NORTHERN GRID (NORTHWEST & LIMPOPO). FOR
A PERIOD OF 36 MONTHS, FOR AS AND WHEN REQUIRED BASIS.**

Contents:	No of pages
Part C1 Agreements & Contract Data	22
Part C2 Pricing Data	4
Part C3 Scope of Work	30

CONTRACT No.

PART C1: AGREEMENTS & CONTRACT DATA

Contents:

No of pages

C1.1 Form of Offer and Acceptance **7**

C1.2a Contract Data provided by the *Employer* **15**

C1.2b Contract Data provided by the *Contractor* **2**

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:

PROVISION OF SUPERVISION, LABOUR, EQUIPMENT AND MATERIAL REQUIRED FOR GENERAL BUILDING MAINTENANCE SERVICES FOR TRANSMISSION SUBSTATIONS AND COMMRCIAL BUILDINGS FOR NORTHERN GRID (NORTHWEST & LIMPOPO). FOR A PERIOD OF 36 MONTHS, FOR 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	
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is ¹	
	(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.

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*.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

Name &
signature of
witness

*(Insert name and address of
organisation)*

Date

Tenderer's CIDB registration number:

--

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**

Name &
signature of
witness

*(Insert name and address of
organisation)*

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		
8		

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

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

	For the tenderer:	For the Employer
Signature	_____	_____
Name	_____	_____
Capacity	_____	_____
On behalf of	_____ <i>(Insert name and address of organisation)</i>	_____ <i>(Insert name and address of organisation)</i>
Name & signature of witness	_____ _____	_____ _____
Date	_____	_____

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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: <i>Additional conditions of contract</i>
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.	TBC
10.1	The <i>Service Manager</i> is (name):	TBC

	Address	TBC
	Tel	TBC
	e-mail	TBC
11.2(2)	The Affected Property is	NORTHERN GRID: NORTHWEST & LIMPOPO
11.2(13)	The <i>service</i> is	Provision of supervision, labour, equipment and material required for general building maintenance services in the North West & Limpopo
11.2(14)	The following matters will be included in the Risk Register	Community unrest Loadshedding interruptions Authorised supervisor/ORHVS training Police clearances Medical fitness certificates
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	3 working days
2	The <i>Contractor's</i> 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	1 week of the contract date
3	Time	
30.1	The <i>starting date</i> is.	TBC
30.1	The <i>service period</i> is	36 MONTHS
4	Testing and defects	No data is required for this section of the conditions of contract

5	Payment	
50.1	The <i>assessment interval</i> is	3 weeks/completion of each Task Order
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Within 4 weeks of assessment date.
51.4	The <i>interest rate</i> is	<p>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</p> <p>(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 <i>mutatis mutandis</i> 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.</p>
6	Compensation events	Will be dealt with in line with Clause 60 (what constitutes a compensation event) and the listed events in 60.1 of the NEC contract
7	Use of Equipment Plant and Materials	<p>The Contractor can use equipment, Plant and Materials provided by the Employer only to provide the Service.</p> <p>No provision made on the contract to provide equipment plant and material to the contractor.</p>
8	Risks and insurance	

80.1	These are additional <i>Employer's</i> risks	None
9	Termination	A termination process provided in Sub-clause 90.2 of the NEC document sets out the rights of the terminating Party, <i>Employer</i> or <i>Contractor</i> for the various reasons given; the procedure to be followed; and the amount due after termination if there is any.
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	TBC
	Tel No.	TBC
	e-mail	TBC
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.

	<p>The place where arbitration is to be held is Johannesburg South Africa</p> <p>The person or organisation who will choose an arbitrator</p> <ul style="list-style-type: none">- if the Parties cannot agree a choice or- if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.														
X1	Price adjustment for inflation															
X1.1	<p>The <i>base date</i> for indices is</p> <p>The proportions used to calculate the Price Adjustment Factor are:</p>	<p>Prices fixed for the first 12 months thereafter CPA increase will apply.</p> <table><tr><td>proportion</td><td>linked to index for</td><td>Index prepared by</td></tr><tr><td>0.9</td><td>CPI</td><td>Stats SA</td></tr><tr><td><u>0.1</u></td><td>Non-Adjustable</td><td></td></tr><tr><td>1.00</td><td></td><td></td></tr></table>	proportion	linked to index for	Index prepared by	0.9	CPI	Stats SA	<u>0.1</u>	Non-Adjustable		1.00				
proportion	linked to index for	Index prepared by														
0.9	CPI	Stats SA														
<u>0.1</u>	Non-Adjustable															
1.00																
X2	Changes in the law	Of South Africa														
X17	Low service damages	5% of the total task order issued														
X17.1	The <i>service level table</i> is in	Annexure A under Service Information														
X18	Limitation of liability															
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)														
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	Minimum of 5% of the contract value, maximum will depend on the damaged assessment report														
X18.3	The Contractor's liability for Defects due to his design of an item of Equipment is limited to	Not applicable														
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or	the total of the Prices other than for the additional excluded matters.														

	in connection with this contract, other than the excluded matters, is limited to	<p>The Contractor's total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the Contractor is liable under this contract for</p> <ul style="list-style-type: none"> • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	18 months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	2 days of receiving the Task Order
Z	The <i>additional conditions of contract</i> 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 *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

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

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

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

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

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

Obstructive 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	<p>The replacement cost where not covered by the <i>Employer's</i> insurance.</p> <p>The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.</p>
Loss of or damage to Plant and Materials	<p>The replacement cost where not covered by the <i>Employer's</i> insurance.</p> <p>The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.</p>
Loss of or damage to Equipment	<p>The replacement cost where not covered by the <i>Employer's</i> insurance.</p> <p>The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.</p>
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	<p><u>Loss of or damage to property</u></p> <p>The replacement cost</p> <p><u>Bodily injury to or death of a person</u></p> <p>The amount required by the applicable law.</p>
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 86
by the
Employer**

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*

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

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

Experience:

2

Name:

Job

Responsibilities:

Qualifications:

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

C2.1 PRICING

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>	2

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

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

Identified and defined terms

11

11.2

(12) The Price List is the *price list* 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 *Contractor* has completed and
- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* 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.

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	Expected Quantity	Rate	Price

The total of the Prices



BOQ-General
 Maintenance for Nort

Document reference	Title	No of pages
	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

Contents

PART C1: AGREEMENTS & CONTRACT DATA	2
Offer 3	
Acceptance	5
Schedule of Deviations to be completed by the <i>Employer</i> prior to contract award	7
Part one - Data provided by the <i>Employer</i>	9
Statement	9
Data 9	
General	9
2 10	
The <i>Contractor's</i> main responsibilities	10
3 10	
Time 10	
4 10	
Testing and defects	10
No data is required for this section of the	10
conditions of contract	10
5 11	
Payment	11
6 11	
Compensation events	11
7 11	
Use of Equipment Plant and Materials	11
The Contractor can use equipment, Plant and Materials provided by the Employer only to provide the Service	11
No provision made on the contract to provide equipment plant and material to the contractor	11
8 11	
Risks and insurance	11
9 12	
Termination	12
10 12	
Data for main Option clause	12
11 12	
Data for Option W1	12
Part two - Data provided by the <i>Contractor</i>	23
Clause	23
Statement	23
Data 23	
Part 2: Pricing Data	25
1. How work is priced and assessed for payment	26
2. Function of the Price List	26
3. Link to the <i>Contractor's</i> plan	26
4. Preparing the <i>price list</i>	27
4.1. Format of the <i>price list</i>	28
Part 3: Scope of Work	29
C3.1: Employer's service Information	30
1 Description of the <i>service</i>	31
1.1 Executive overview	32
1.2 <i>Employer's</i> requirements for the <i>service</i>	34
1.3 Interpretation and terminology	34
2 Management strategy and start up	35
2.1 The <i>Contractor's</i> plan for the <i>service</i>	36

2.2	Management meetings.....	36
2.3	<i>Contractor's</i> management, supervision and key people.....	36
2.4	Provision of bonds and guarantees:.....	37
2.5	Documentation control.....	37
2.6	Invoicing and payment.....	37
2.7	Contract change management.....	38
2.8	Records of Defined Cost to be kept by the <i>Contractor</i>	38
2.9	Insurance provided by the <i>Employer</i>	38
2.10	Training workshops and technology transfer.....	38
2.11	Design and supply of Equipment.....	38
2.12	Things provided at the end of the <i>service period</i> for the <i>Employer's</i> use.....	39
2.12.1	Equipment.....	39
2.12.2	Information and other things.....	39
2.13	Management of work done by Task Order.....	39
3	Health and safety, the environment and quality assurance.....	41
3.1	Health and safety risk management.....	41
3.2	Environmental constraints and management.....	41
3.3	Quality assurance requirements.....	41
3.4	People.....	47
3.4.1	Minimum requirements of people employed.....	47
3.4.2	BBBEE and preferencing scheme.....	48
3.5	Subcontracting.....	48
3.5.1	Preferred subcontractors.....	48
3.5.2	Subcontract documentation, and assessment of subcontract tenders.....	48
3.5.3	Limitations on subcontracting.....	48
3.5.4	Attendance on subcontractors.....	48
3.6	Plant and Materials.....	49
3.6.1	Specifications.....	49
3.6.2	Correction of defects.....	49
3.6.3	<i>Contractor's</i> procurement of Plant and Materials.....	49
3.6.4	Tests and inspections before delivery.....	49
3.6.5	Plant & Materials provided "free issue" by the <i>Employer</i>	49
3.6.6	Cataloguing requirements by the <i>Contractor</i>	49
3.7	<i>Employer's</i> site entry and security control, permits, and site regulations.....	49
3.8	People restrictions, hours of work, conduct and records.....	50
3.9	Health and safety facilities on the Affected Property.....	51
	Working on the Affected Property.....	53
3.10	Environmental controls, fauna & flora.....	53
3.11	Cooperating with and obtaining acceptance of Others.....	53
3.12	Records of <i>Contractor's</i> Equipment.....	53
3.13	Equipment provided by the <i>Employer</i>	53
3.14	Site services and facilities.....	53
3.14.1	Provided by the <i>Employer</i>	55
3.14.2	Provided by the <i>Contractor</i>	55
3.15	Control of noise, dust, water and waste.....	56
3.16	Hook ups to existing works.....	56
3.17	Tests and inspections.....	56
3.17.1	Description of tests and inspections.....	57
3.17.2	Materials facilities and samples for tests and inspections.....	57
4	List of drawings.....	57
4.1	Drawings issued by the <i>Employer</i>	57

1 Description of the service

1.1 Executive overview

Provision of Facilities Management Services Core Technical Services to Transmission Northern Grid, which consist of 28 substations and 9 commercial buildings within North West and Limpopo provinces. For a period of 36 months on an "as and when" required basis.

The works amongst others consist of supervision, labour, plant and equipment necessarily to carry out core technical services scope of work.

Please note that only one vehicle will be paid per task order. The Employer will plan Task Order in such a way that travelling cost are minimised. In exceptional cases where supplier needs to use more than one vehicle, Employer approval needs to be obtained in writing. It is recommended that the Contractor procure materials from local suppliers.

The listed facilities are current Transmission facilities that will require Facility Maintenance Services (Technical Services), however the tenderer are to be informed that the below areas are subject to change. Any additional/exclusion shall be communicated in writing following the contract process. Tenderers are advised to visit the site prior tendering to ascertain the core technical scope of work involved.

The contractor shall provide labour and tools to carry out the Employer's requirements. The Contractor shall replace broken or damaged equipment within (one) day.

The work comprise amongst others consist of the supervision, labour, plant and equipment necessary to carry out building maintenance services on an "as and when" required basis. The Contractor to respond within 24 hours, however, should the emergency arise, the response time to be immediate. The Employer shall verify all the work to be executed and the work completed.

The contractor undertakes to hold the Employer (Eskom Holdings SOC Limited) harmless against any determination or award made in terms of Labour relations Act No 66 of 1995 as amended, in any event where Eskom is held liable with regards to the employees of the supplier.

The Supplier undertakes to compensate Eskom for any determination or award as well as all reasonable legal expenses incurred by the client in order to avoid or oppose such liability alleged by or on behalf of an employee/s of the supplier.

There will be no obligation on the Employer to oppose any proceedings resulting from such an alleged liability, but this does not detract from the Suppliers responsibility in terms of this clause. List of buildings and substations:

Area	Substation	Latitude	Longitude	Province
Carletonville	Carmel	-26° 25' 23.0"S	27° 18' 23.2"E	North West
Carletonville	Midas	-26° 23' 16.9"S	27° 31' 43.8"E	North West
Carletonville	Pluto	-26° 13' 1.5"S	27° 27' 17.0"E	North West
Carletonville	Hermes	-26° 54' 4.8"S	26° 46' 59.4"E	North West
Carletonville	Watershed	-26° 5' 26.1"S	26° 8' 37.8"E	North West
Carletonville	Mookodi	-27° 0' 35.9"S	24° 44' 38.3"E	North West

Rustenburg	Ararat	-25° 33' 46.1"S	27° 11' 12.7"E	North West
Rustenburg	Trident	-25° 38' 7.0"S	27° 10' 56.1"E	North West
Rustenburg	Bighorn	-25° 40' 57.5"S	27° 30' 30.5"E	North West
Rustenburg	Dinaledi	-25° 34' 46.9"S	27° 51' 12.7"E	North West
Rustenburg	Marang	-25° 36' 46.8"S	27° 20' 4.9"E	North West
Rustenburg	Ngwedi	-25° 24' 22.9"S	27° 5' 13.0"E	North West
Polokwane	Witkop	-24.04393° or 24° 2' 38"	29.35668° or 29° 21' 24"	Limpopo
Polokwane	Acornhoek	24°35'55.95"S	31° 3'14.22"E	Limpopo
Polokwane	Foskor	24° 1'39.33"S	31° 7'33.48"E	Limpopo
Polokwane	Leseding	24°26'22.03"S	30° 1'2.16"E	Limpopo
Polokwane	Senakangwedi	24°48'38.91"S	30° 7'0.44"E	Limpopo
Polokwane	Spencer	23°29'17.37"S	30°22'50.59"E	Limpopo
Polokwane	Tabor	23°22'29.51"S	29°46'53.33"E	Limpopo
Polokwane	Merensky	24°43'8.87"S	30°13'18.73"E	Limpopo
Lephalale	Borutho	23°54'08.60"S	28°58'35.0"E	Limpopo
Lephalale	Matimba	23°40'8.65"S	27°36'55.80"E	Limpopo
Lephalale	Medupi	23°42'11.45"S	27°34'0.77"E	Limpopo
Lephalale	Spitskop	24°57'59.70"S	27°13'39.09"E	Limpopo
Lephalale	Warmbad	24°53'26.46"S	28°19'33.92"E	Limpopo
Offices	Polokwane Regional Office	39 Han Van Ransberg, Polokwane		Limpopo
Offices	Bela Bela Area Office	Route 101, Business Park, Bela Bela		Limpopo
Offices	Rustenburg Area Office	235 Beyers Naudea, Rustenburg		Northwest
Offices	Klerksdorp/Orkney	1 Ena Murray Street Eastleigh Orkney		Northwest
Offices	Tzaneen hub			Limpopo
Offices	Polokwane Dx Nedbank building			Limpopo
Polokwane	Manogeng			Limpopo
Polokwane	Silimela			Limpopo

1.2 *Employer's requirements for the service*

- All services and works will be issued and managed through a task order system on an as and when required basis.
- All services and works must be accompanied by the required documentation so that it is auditable and complies with good corporate governance.

1.3 *Interpretation and terminology*

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
FSS	Finance Shared Services
OEM	Original Equipment Manufacturer
PO	Purchase order
SAP	Financial Accounting System
TO	Task order
NG	Northern Grid
TX	Transmission
TX RE	Transmission Real Estate
HV	High Voltage Plant
OBL	Outside battery limit
PPE	Personal Protection Equipment
COIDA	Compensation for Occupational Injuries and Diseases

2 Management strategy and start up.

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

Contactor to collaborate with employer to draft a service plan for the provision of services as instructed in the Task Order abiding to identified standards and regulations

2.2 Management meetings

Quarterly and Adhoc meetings will be schedules by the Eskom Representative. The person convening the meeting within three days of the meeting shall submit records of these meetings to the *Service Manager*.

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 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.

Regular/quarterly meetings of a general nature may be convened and chaired by the *Supply Manager / Contract Manager/ Site supervisor* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly (as and when required)	TBC	All relevant stakeholders
Overall contract progress and feedback	Monthly (as and when required)	TBC	<i>Employer, 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.

2.3 Contractor's management, supervision and key people

- All staff working on employer's premises shall adhere to access control requirements of the specific site.
- All contractors staff to report to employer's representative before commencing any work on site.
- All contractor staff to be clearly identifiable.
- Be competent to perform the required supervisory tasks; have attended a supervision or legal liability competent training and a 3 year supervision experience.
- Ensure their employees and all sub- contractors comply with the required statutory and Tx Real Estate requirements.
- Inspect all work done by the employees and all sub- Contractors to ensure adherence to Task Order/service standards and specifications.
- Conduct follow-up inspections to ensure findings are closed out and preventative action is in place.
- Ensuring a Safe working environment is established and maintained by the contractor for the elimination of unsafe acts by all people whilst on the project site.
- Discuss all SHE related problems with the relevant contractor management timeously in the first instance and thereafter the Site Supervisor in the second instance relating to procedure requirements, non-conformances identified, corrective actions, audits and inspection schedules.
- Ensuring that quality records are maintained in accordance with legislative and Contract SHE requirements.
- Continual liaison between the appointed contractor, sub- contractors, and employees.
- Ensures that employees and sub- contractors are aware of latest standards, procedures, work instructions and safety regulations issued during tendering and contract signing.
- Conduct site Inspections for compliance to SHE requirements and compiles the relevant inspection reports.
- Participate in all sub- contractor incident investigations.
- Participate in the appointed contractor's emergency preparedness planning.
- Ensure that their own employees and those of any sub- contractor are competent to perform the tasks assigned.
- Issue site instructions on behalf of the appointed contractor where and when the sub- contractors deviate from safety requirements.
- Assist the appointed contractor with the handing over process, in particular the SHE File and relevant documentation.

2.4 Provision of bonds and guarantees:

Not applicable

2.5 Documentation control

- All services and works will be issued and managed through a task order system.
- All quotations and claims to be done on the task order system and invoices shall refer to the TO number for ease of administration.
- All contract communication to be done using the standard forms as per this contract (Early Warning, Notification of Default, Payment Certificates, Task Orders, and Risk Register etc.) and will be attachments to email.

2.6 Invoicing and payment

The Contractor includes the following information on each tax invoice:

- The words "**TAX INVOICE**" in a prominent place (preferably at the top of the page).
- **Name, address** and VAT registration number of the Contractor.
- Name, address and VAT registration number of the recipient (Eskom Representative).
- Please note: Eskom's name has to be reflected as Eskom Holdings SOC Limited on all tax invoices and Eskom's VAT number is **4740101508**. The word just Eskom is not acceptable.
- An individual serial number (tax invoice number) and **date issued**.
- **A full and proper description of goods and/or services** supplied. Please note: Merely referring to a contract is not sufficient.
- The **quantity** or **volume** of goods or services supplied. (i.e. to align with the Task Order detail)
- Invoice must also reflect the Task Order Tracking Number
- Ensure that the Contract Number (i.e., **46000...number**) and Contract Name is clearly indicated
- Ensure that the Eskom Purchase Order Number (i.e. **450...number**) is clearly indicated on your invoice together with the line number on the order you are billing for
- Costs on invoice should entail:

The total Price for Work Done to Date which the Contractor has completed:

- Other amounts to be paid to the Contractor.
- Less amounts to be paid by or retained from the Contractor.
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT (15%) and including VAT;

Invoice Submission:

- 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. Eskom SAP system does not support more than one PDF being linked into workflow at a time
- Only one PDF file per email. (i.e. one invoice or one debit note or one credit note only)

- Send all invoices in PDF straight from your system to the Eskom email address i.e. **invoiceseskomlocal@eskom.co.za**

Follow-up with Finance Shared Services (FSS):

All queries and follow-up on invoice payments should be made by contacting the FSS Contact Centre at +27 11 800 5060 or email fss@eskom.co.za

Introducing electronic invoicing does not guarantee payment but will ensure visibility of all invoices as well as ensure that no invoices are lost. If the Goods Receipt (GR) **is not** done, the invoice will be parked, and the system will automatically send an email to the end user to do the GR. This is also tracked by Eskom through the park invoice report.

Your company can request a parked 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.

2.7 Contract change management

Changes as per the contract will be notified and addressed as per the NEC3 – TSC3

Changes to the Task Order, regarding scope, cost and time will be managed via the Contract management for approval and will be noted as Modification on the Task Order. Modifications to work/service can only resume once approval is obtained and as instructed by the Eskom Representative.

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

As a control measure, it is required by the Contractor to maintain record keeping of all defined cost items for the purpose of compensation event management. A schedule of these cost components may not be listed in the contract price list should be provided when required.

2.9 Insurance provided by the *Employer*

Refer to data by Employer Z12

2.10 Training workshops and technology transfer

Depending on the equipment and tool issued for specific task order to the *Contractor*, then training and technology transfer will be required.

2.11 Design and supply of Equipment

- No design are required for the contract, except when the contractor is willing to provide depending on the complexity of the task. Provision of equipment is specifically for job performance, as required by the contract.
- Contractors shall ensure that all tools and equipment are identified, safe to be used and is maintained in a good condition.
- Contractors shall ensure that all tools and equipment are listed on an inventory list, be regularly inspected at least monthly or as required by legislation and risk assessments.
- The equipment should be numbered or tagged so that it can be properly monitored and inspected.
- Ensure all tools and equipment that emit noise shall be avoided, if not, necessary precautions are taken to prevent Noise Induce Hearing Loss.
- Where applicable, tools and equipment must have the necessary approved test or calibration documentation prior to being brought onto site and the records shall form part of the SHE Plan. Maintenance calibration shall be undertaken in terms of the manufacturer's requirements.

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

2.12.1 Equipment

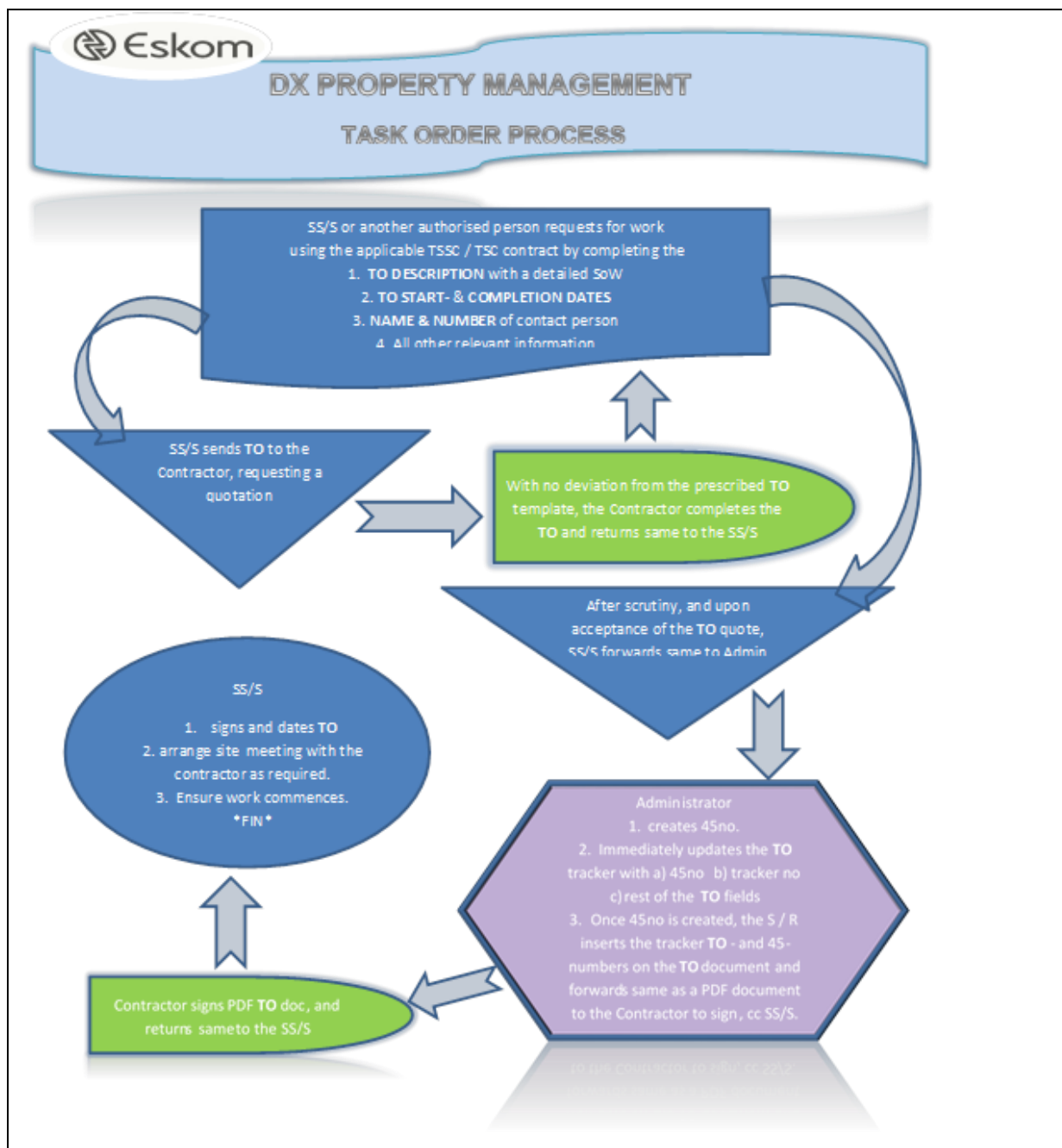
None

2.12.2 Information and other things

Where stated in the price list and Service Information at the end of each task completed the Contractor to provide a concise Report. The task is not complete unless the Report noted is provided for the specified item.

2.13 Management of work done by Task Order

When accepting a task order the contractor is to ensure availability of resources, adequate supervision and the ability to respond to emergency work.



3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The following documentation must form part of the SHE File:

- The appointment contractor and each sub-contractor shall each have a SHE Policy that shall be duly signed by an authorised signatory concerning the protection of the health and safety of contractor's personnel and others in and about the execution of the Works, including a description of his organisation and the arrangements for carrying out and reviewing such policy.
- Copy of the SHE Policy shall be provided as a tender returnable. Tenderers shall furthermore supply method statements containing sufficient detailed information to demonstrate compliance to this Schedule.
- Proof of communication of the SHE policy to employees must be attached with the submitted signed SHE policy
- All contractors shall prominently display a copy of the policy in the workplace where the contractor's personnel normally report for service.
- The sub- contractor's SHE Plan shall demonstrate the management process and procedures that shall be adopted to ensure compliance to requirements listed in this schedule and other contract documents requirements.
- These management processes shall identify each activity, the foreseeable internal and external hazards, the specific precautions and controls that shall be necessary to ensure that the Works commence and continue safely and without risks to health or to adjacent operations.
- The SHE Plan shall further demonstrate the Contractor's commitment to safety, health and environmental requirements and shall, as a minimum include the following elements:
 - ✓ Compliance to the SHE specification
 - ✓ Relevant applicable legal and other requirements as per issued scope of work
 - ✓ Roles and responsibilities
 - ✓ Process for hazard identification and risk assessment including monitoring and review plans, a further identification of opportunities must be part of the process. Interested and affected parties must be clearly outlined.
 - ✓ Process for change management
 - ✓ Process for employee training, competency, communication, awareness and participation
 - ✓ Process for incident management and investigation
 - ✓ Process for setting objectives and programmes
 - ✓ Process in place to review the SHE Plan
 - ✓ Process for performance management and monitoring
 - ✓ Process for internal audits
 - ✓ Process for document and records management
 - ✓ Planning of conduct of work activities including planning for changes and emergency work.
 - ✓ Personal Protective Equipment procedure and rules.

- ✓ Emergency planning and fire risk management.
- ✓ Vehicle and driver behaviour safety.
- ✓ Competency, training, appointments.
- ✓ Communication and awareness.
- ✓ Identification of Environmental Aspects, their associated impacts, mitigation measures and management thereof.
- ✓ Management commitment and visible leadership. The sub- contractors.
- ✓ SHE Plan shall be reviewed from time to time

In compliance to Eskom's SHEQ Policy, the Contractor to ensure:

- Commitment to safety, health and environmental excellence.
- Conduct business with respect and care for people and minimise or avoid impact on the environment.
- Compliance to environmental legislation, conditions of Environmental Authorisations and requirements set out in environmental management plans.
- Acceptance that all injuries and occupational illnesses, as well as safety and environmental incidents are preventable.
- Report, respond to, investigate, close-out, and share learning from safety and environmental incidents.
- That SHE is an integral part of your operations and that: **No operating condition, or urgency of service, can justify endangering the life of anyone or cause injury or damage to the environment.**

3.1.2 COIDA

The appointed contractor and all his/her sub- contractors shall be registered and in good standing with compensation fund or with a licensed compensation insurer as contemplated in the compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993). The obligation lies with the contractors to ensure that the COID remain valid throughout the contract period. A copy of the COID must be filed in the contractor SHE files.

Legal and other appointment

- For the duration of the contract, the appointed contractor and all sub- contractors shall appoint competent employees who will meet the requirements of the OHS Act.
- Where appointments are made, contractors shall ensure that the appointees have been suitably trained and or informed of their responsibilities before getting them to accept such appointment.
- The relevant statutory appointments shall be made in accordance with the requirements of the OHS Act, which includes the requirement of a competent person being appointed in the relevant roles. The statutory appointments must reflect the extent of the scope of work issued.

1.1.3 ESKOM LIVE- SAVING RULES

1. Five Life-saving rules have been developed that will apply to all Eskom Employees, agents, consultants, and **contractors**. Failure to adhere to these rules by any Eskom employee or employee of an Appointed Contractor or sub- contractor will be considered a serious

transgression. These rules are being implemented to prevent serious injury or death of any employee, labour broker or contractor working in any area within Eskom.

2. If any contractual work will be performed on any Eskom premises (including delivery of any product), any contractor and their employees **shall obey** then the rules.

The rules are:

RULE	DESCRIPTION OF RULE
Rule 1	OPEN, ISOLATE, TEST, EARTH, BOND, AND/OR INSULATE BEFORE TOUCH (That is plant, any plant operating above 1000 V)
Rule 2	HOOK UP AT HEIGHTS Working at height is defined as any work performed above a stable work surface or where a person puts himself/herself in a position where he/she exposes himself/herself to a fall from or into.
Rule 3	BUCKLE UP No person may drive any vehicle on Eskom business and/or on Eskom premises: Unless the driver and all passengers are wearing seat belts.
Rule 4	BE SOBER No person is allowed to be under the influence of intoxicating liquor or drugs while on duty
Rule 5	PERMIT TO WORK Where an authorisation limitation exists, no person shall work without the required permit to work.
Rule 6	NO REVERSING WITHOUT A SPOTTER/FLAGMAN Whenever a construction vehicle has to reverse, there must be a flagman to guide the driver at all times.

3. Eskom will take a stance of zero tolerance on these rules.
4. Non-compliance to a Life Saving rule will be considered serious misconduct and will lead to serious disciplinary action, which may include dismissal. This is to ensure that every person who works on or visits an Eskom returns home safely to his or her family.

1.1.4 SUBSTANCE ABUSE

- Alcohol and substance abuse poses a significant threat to any business, more so in Industrial incidents and the driving of vehicles. Eskom is therefore, entitled to take reasonable steps to ensure that intoxicated persons are identified and prevented from entering Eskom.
- General Safety Regulation 2A is clear on the legal stance regarding intoxication.
- The alcohol and drug permissible level is 0%.

- All contractors shall comply with Eskom's procedure 32-37 ("Substance Abuse Procedure"), taking into account that this is an Eskom Life-saving Rule number 4: BE SOBER", this means anyone entering the Eskom will be subjected to ad hoc alcohol testing.
- Contractors are encouraged to compile their own manual and to carry out regular alcohol testing of their own employees. The legislative alcohol level is deemed zero. Test records must be treated as "Confidential" and filed in the employees' personal file.

1.1.5 MEDICALS

Note: SHE Officer will only accept medical surveillances conducted by an Occupational Health Practitioner who holds a qualification in occupational health.

- Principle contractors must ensure that their and their appointed contractors have a medical surveillance program whereby their employees undergo entry, periodic and exit medical fitness examinations.
- In order for the appropriate medical examinations to be conducted, each employee must have a person job specification (profile), which must indicate the description of work, list of hazards and potential occupational exposure limits, physical hazards and required physical attributes.
- For employees working on the contract, medical fitness certificates shall be renewed annually.
- The Principal Contractor must ensure that his / her employees and sub-contractor employees have undergone pre-entry medical examination before starting work on the contract, should it be for longer than three (3) days.
- The principal contractor shall provide a documented process for managing those employees who are issued with a conditional certificate of fitness.

3.1.6 RISK ASSESSMENTS

- It is a legal requirement in terms of Section 8 (2)(d) of the OHS Act for an employer to carry out risk assessments, to establish which risks and hazards are attached to the health and safety of persons due to any work which is performed, any article or substance which is, handled, stored, transported.
- The appointed contractor shall develop a Risk Assessment in line with Section 8 (2)(d) of the OHS Act, in alignment to Eskom 32-520 procedure. Emerging risks and hazards must be managed during the duration of the contract. This means that if there are significant changes to a process or activity, or any new process, then these should also be subjected to risk assessment.
- All risks must be rated. Activity based risk assessments shall be conducted by a competent person of the Appointed Contractor.

3.1.7 FIRST AID AND EQUIPMENT

1. The requirements of the OHS Act GSR 3 must be observed.
2. First Aid appointments must be made to meet the requirements, this includes construction sites. Appointees must be trained to level 2. It is good practice for all employees to be trained to at least level 1.
3. When appointing employees for work sites, cognisance must be taken into account the type of work performed, the distance teams are working apart and the terrain to be covered if an emergency should arise.
4. A list of emergency numbers must be displayed on the SHE file and made accessible for all employees.
5. Appointed contractor must ensure that his /her employees and sub- contractor employees are familiar with the emergency numbers.
6. Contractors shall have first aid box in the vehicle.

3.1.8 SITE SPECIFIC INDUCTION TRAINING

The appointed contractor shall ensure that all his / her employees and sub- contractor employees undergo site specific work induction with regard to the approved project SHE Plan, general hazards prevalent on site, risk assessment, rules and regulations, and other related aspects. Records of site-specific induction must be kept in the safety file.

3.1.13 INCIDENT INVESTIGATION

All incidents shall be investigated in terms of OHS Act General Administrative Regulations 8 and 9, using Eskom Procedure 32-95 as a reference, and where injuries as contemplated in sections 24 and 25 have been sustained, be reported to the Department of Labour.

Contractors shall use the standard General Administrative Regulation Annexure 1 "Recording of an Incident" form for all incident investigation reports. The objective of incident investigation, not only being a legal requirement, is to establish why and how the incident occurred, but to find out the real causes of the incident and to decide on precautionary measures that are required to address the causes to prevent any further recurrences of the same or similar incidents.

3.1.14 NON-CONFORMANCE AND COMPLIANCE

1. Any non-compliance to any health and safety requirement in this SHE specification is subject to discipline in terms of the Eskom Procurement and Supply Management Procedure.
2. The appointed contractors are required to implement a non-conformance procedure (if not already in place) for issuing to contractors for transgressions. The procedure can include "quality" related non-conformance issues. Similarly, sub- contractors must implement a non-conformance procedure.
3. The procedure for the issuing and closing off non-conformance reports shall be strictly adhered to.
4. Contractor supervisor must monitor the close out non-conformances issued, in not doing so; any recommendations made may not be implemented.
5. Where Site Supervisor issued non-conformances then one of the close-out steps of the procedure will be for the offender to be called by the responsible contractor manager to explain

the non-conformance issued and what plan is in place to prevent a recurrence of the non-conformance.

6. Should the contractor fail to provide adequate PPE to their employees for the tasks being performed and/or to visitors; failure to enforce the wearing of such PPE will be viewed as a transgression of the legislative and contract requirements.

3.1.15 WORK STOPPAGE

1. Any person may stop any activity where an unsafe act or unsafe condition that poses or may pose an imminent threat to the safety and health of an individual or create a risk of degradation of the environment.
2. This includes any unauthorised work or service performed by, or legally or contractually non-compliant acts or omissions by, any contractor contracted to work at that site.
3. Work stoppages that are initiated because of SHE concerns, non-compliance, or poor performance related to the contractor's works or services shall not warrant any financial compensation claim lodged against the contract where the contractor has not met the requirements defined legally or contractually.
4. Where stoppages are carried out, the required non-conformance report shall be raised.
5. All work stoppages ideally should be investigated and documented by contract custodians.

3.2 Environmental constraints and management

3.2.1 National Environmental Management Act 107 of 1998 (NEMA) principles

a) Duty of care and remediation of environmental damage

Every person who causes, has caused, or may cause significant pollution or degradation of the environment must take reasonable measures to prevent such pollution or degradation from occurring, continuing or recurring, or, in so far as such harm to the environment is authorized by law or cannot reasonably be avoided or stopped, to minimize and rectify such pollution or degradation of the environment.

b) Polluter Pays Principle

The costs of remedying pollution, environmental degradation and consequent adverse health effects and of preventing, controlling or minimizing further pollution, environmental damage or adverse health effects must be paid for by those responsible for harming the environment.

3.3 Quality assurance requirements

- Quality Assurance Requirements: The Contractor shall comply with all quality requirements as set out in the document QM-58 i.e. Eskom Contract Quality Requirements Specification.
- The Contractor shall comply with ISO9001:2008 Quality Management System Requirements.
- The Contractor shall comply with all other regulatory and statutory requirements applicable to the works.
- The Contractor needs to submit a quality plan indicating the control points for quality to ensure that the works are done according to specification.

- Quality of workmanship.
 - ✓ The *Contractor* is required to employ a competent Supervisor or Foreman on site for the duration of the work issued per Task Order to implement workmanship quality checks.
 - ✓ Eskom will do inspections and quality checks on installations completed by the *Contractor* prior to hand-over of each project.

1. GENERAL

- Except for site management and specialized labour such as operators for plant and equipment, the *Contractor* is encouraged to use "local" labour on a temporary basis for all manual tasks.
- The *Contractor* will attend all site meetings as arranged by the *Site supervisor/ Contract manager*
- The *Contractor* will report all obstacles on site that could impact on time and cost to the *Employer* in writing. Where applicable Early Warnings should be issued
- All work/services shall be carried out in accordance with all the statutory requirements applicable to the area and scope, Eskom's specifications, standards and regulations
- The *Contractor* will be given access to the proposed site and the *Contractor* must comply with Eskom's, National, Provincial and Local environmental policies, safety standards and laws.
- The onus is on the *Contractor* to obtain the latest revision of standards applicable.
- The *Employer* reserves the right to alter the scope of the works, programme and constraints.
- The *Site supervisor/ Contract manager* of the *Employer* will do Quality Control Checks and inspections on the *works*. The *Contractor* notifies the *Site supervisor/ Contract manager* of any inspections to be done three days in advance.
- The *Contractor* shall ensure that caution is exercised when working in close proximity of live electrical equipment.

2. Procurement

PPPFA is not exempt; tender was issued to the open market. The award will be to multiple contracts and to multiple suppliers. Tender execution will be based on a competitive tender.

An open tender process is to be followed to allow for fairness, equitable, competitiveness, transparency and cost effectiveness.

Four (04) suppliers are required for this contract as follows:

- 1 x supplier for Northwest section
- 1 x supplier for Carletonville section
- 1 x supplier for Polokwane section
- 1 x supplier for Limpopo section

3.4 People

3.4.1 Minimum requirements of people employed

Registration with the following regulatory/statutory bodies in South Africa:

- Plumbing – registration with Institute of Plumbing South Africa (IOPSA) or any other accredited organisation in South Africa.
- Fully Registered electrician, wireman's certificate-registration as Electrical Contractor with the Department of Labour.

- Carpenter certificate/registration

Provision of the following trade certificate:

- Master installer license for hazardous area/location certificate (i.e. Battery rooms).
- Fence installer certificate or electric fence installer.
- Aircon mechanic trade
- Electrical Artisan
- Plumbing
- Civil

3.4.2 BBEE and preferencing scheme

3.4.3 Supplier Development Localisation and Industrialisation (SDL&I)

SDL&I Objectives should be in line with RDP Goals

Commodity	Components	Local Content Threshold
Cement	Cement	100%
Steel	Steel	100%
Cables	Cables	90%

CIDB skills development: Is there CIDB compulsory training? - Applicable

1.2 CIDB Skills Development Continuation of Mandatory Requirements for Contract Award		
a) Is there CIDB compulsory training?	YES	NO
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	0.25%	
If yes, what is the% of the Construction Skills Development Goal % (CSDG)		
If the answer above is Yes, it will then be mandatory for contract award		
Criteria	Eskom Target	Tenderer Commitment
CSDG Percentage	0.25%	

3.5 Subcontracting

Subcontracting is applicable. Target of 30% to tenderers who are 2SQ, EP, SN, SF or higher in Construction Industry Development Board, contractor grading.

3.5.1 Preferred subcontractors

None

3.5.2 Subcontract documentation, and assessment of subcontract tenders

Contractor is to prepare subcontract documentation; the NEC Subcontract document is compulsory or recommended.

3.5.3 Limitations on subcontracting

Not applicable

3.5.4 Attendance on subcontractors

Not Applicable

3.6 Plant and Materials

3.6.1 Specifications

Not applicable

3.6.2 Correction of defects

Not applicable

3.6.3 Contractor's procurement of Plant and Materials

Not applicable

3.6.4 Tests and inspections before delivery

Not applicable

3.6.5 Plant & Materials provided "free issue" by the *Employer*

Not applicable

3.6.6 Cataloguing requirements by the *Contractor*

Not applicable

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

The Contractor and all of his staff shall undergo Eskom induction prior to entering the Affected Property.

Roads and Vehicles

- All vehicles used on site, by the *Contractor* will be compliant with Eskom Standards.
- All road signs and traffic laws / regulations on site will be adhered to. Employees of the *Contractor* failing to comply will be removed from site and denied any further access.
- Drivers of vehicles in the Eskom Property will be required to obtain an Eskom Driver Permit.

Security

- The *Contractor's* staff will be subject to all security measures, rules and regulations of the Eskom Security Services
- Vehicles and staff agree and accept the searching of all staff, bags, briefcases and vehicles.

Access to and Departure from the Site

- Access to all sites will be via the main security gate. The *Employer* informs the *Contractor* of the access procedures, and it should be expected that such procedures may change depending on the prevailing security situation.
- The *Employer* reserves the right for its Security personnel to search persons or vehicles entering or leaving the premises. This includes, but is not limited to staff, briefcases, bags and toolboxes.
- All persons entering Eskom sites are subjected to alcohol testing.

Temporary Gate Permits

- The *Contractor* provides the *Employer* with the personal details of their staff at least two weeks prior to the contract start date. All names and details to be submitted to the *Employer* who arranges for all gate permits.
- If an employee is no longer in the employ of the *Contractor*, the *Contractor* shall notify the *Employer* in advance, and replacements communicated to the *Employer* as well, whereby they will have to attend induction as well.
- The *Contractor* ensures that all equipment and materials brought through the security gate is signed in at the main security gate on the approved Eskom security form.

Removal

- The *Contractor* is not allowed to remove any equipment or materials from site without producing the relevant Eskom security forms and the equipment lists.
 - If the equipment or material is to be removed the same day, on which they were brought on to site, then the security form will need to be produced at the gate when leaving the site.
 - The removal of any item at a later stage of the contract will require a security form with the necessary approval and responsible manager's signature.
 - If the equipment or material is removed after this time then a Non-Returnable Gate Release will be provided by the *Employer's Representative*, on receipt of the original security form, with which the *Contractor* brought the equipment on site.

Access, working platforms and scaffolding

- No scaffolding and platforms will be used without it having been safety cleared and the required
- Documentation completed as per SANS 10085-1:2004 or recent version.
- scaffolding should be done by trained personnel and certified as safe thereafter
- All working at heights apparel should be certified and inspected daily

3.8 People restrictions, hours of work, conduct and records

- The Contractor is responsible for the provision of transportation for all personnel to site, from site and on Site.
- The Contractor is responsible for the training and development of his staff whilst employed by the Employer.
- The Contractor keeps records of his people working on the Affected Property, including those of his Subcontractors and the Service Manager shall have access to these records at any time.
- High Voltage Yard: Contractor to ensure staff working at HV Yard has ORHVS training (HVO-01, Supervision, Herbicide, HIRA & Fire Fighting)

Normal work

All work conducted on site shall fall within the legal requirements in accordance with the Basic Conditions of Employment Act. Contractors will notify the Site Supervisor or facilities manager of any work that needs to be performed after hours according to the agreed arrangements. (The application needs to be submitted timeously).

Overtime

When overtime is required to be performed, the sub- contractors shall inform the appointed contractor of such action. The appointed contractor shall inform the Site Supervisor or manager of such area. Contractors shall be aware of the effects of human fatigue and regulate overtime accordingly. The baseline risk assessment must be reviewed to include the management of overtime work.

Night work

When night work is to be performed; contractors shall provide sufficient lighting to enable the entire work site to be illuminated to a degree that employees will not work in dark (un-illuminated) or dimly lit areas. Care must be exercised as not to use few lights with high light intensives as this will cause night blindness. If work is continuing from day light into night, at dusk, a toolbox talk must be held where all employees will be advised of the hazards of night work and the extra precautions which require to be taken, i.e. poor housekeeping, stepping on uneven ground, stepping into holes etc.

3.9 Health and safety facilities on the Affected Property

1. The Contractor shall keep the area where he performs the job safe and free from health hazard for his employees and visitors thereof.
2. It is the responsibility of the contractor to have OHS or other record in permanent form, containing the information about the safety and health management system during the work carried out on site and all information relating to the post-construction phase after handover to the client, so that the client can maintain the works in a healthy and safe way.
3. The Contractor is required to keep a OHS file on every project site. If there is more than one site per project, a file per site shall be kept at that site. Contractor may keep additional files at

their head office as additional records. The OHS file shall be maintained by the contractor on their construction sites and shall be available on request for audit and inspection purposes.

4. The OHS file shall consist of the requirements in terms of the project's safety specification, the contractor's safety, and health plans.
5. The sequence of filing the documentation must be kept in the same sequence as listed in this OHS specification and the OHS plan.

Working at Heights

General Requirements

Wherever reasonably practicable, preference is given to the performance of work at ground level as opposed to the elevated position. Where work in an elevated position is necessary, preference is given to fall prevention measures such as, but not limited to, effective barricading and the use of work platforms. Persons may only work from a fall risk position if a site-specific fall protection plan is in place and correctly implemented and consists of the following:

1. All appointments for the fall protection plan developer and implementer are in place.
2. Baseline risk assessment, which is specific and incorporates the working at height risk assessment, as well as the site-specific risk assessment, has been completed for the work to be conducted.
3. Safe working procedure/task analysis and work instructions, approved by a competent person, are in place.
4. A fall rescue plan, along with necessary equipment and trained rescuers, is in place.
5. Appropriate training, as determined by the risk assessment, has been provided.
6. Appropriate height safety equipment and personal protective equipment have been issued to the individual.
7. There are equipment inspection procedures and up-to-date inspection records.
8. Individuals are medically fit to work at height, and records of this are kept.
9. A site-specific risk assessment is performed.

While work is in progress, adequate warning signs and/or barricades shall be used in all areas where there is a risk of persons being injured by materials or equipment falling from the work area. Barricades should be continuous and easily visible.

A drop zone shall be established with appropriate warning signs and barricading, warning personnel below of workers above and potential falling objects.

Every employer shall ensure that work at height is:

1. properly planned.
2. appropriately supervised; and
3. carried out in a manner that is, as far as is reasonably practicable, safe and that its planning includes the selection of work equipment.

Working on the Affected Property

The Contractor's staff will ensure that they restrict their movements on the Employer's premises to only those areas pointed out to them during the Employer's Induction Training.

Site services and facilities

- Upon arrival of the *Contractor's* staff on the site, they will present themselves to the Employer's representative before starting to provide the works. The contractor staff to wear company logo identification tops/jackets or overalls at all time for immediate identification.
- The Contractor shall on a Monthly basis supply the Employer representative with monthly safety statistics and man-hour for himself/herself and for all his/her Sub contractors

Contractor to provide own Emergency preparedness procedure and align to site emergency procedure.

3.10 Environmental controls, fauna & flora

Not applicable

3.11 Cooperating with and obtaining acceptance of Others

As per clause 25.1 of this contract

3.12 Records of *Contractor's* Equipment

Prior to starting work on the Affected Site, the Contractor will compile a list of his equipment, either owned or hired, which will be used for the execution of this contract. It should include the make, type, year of manufacture, colour and function or use. This list will be signed off by the Contractor and the Service Manager.

- Any electrical equipment or appliances used by the Contractor must comply with all relevant safety regulations and requirements and be maintained in safe and proper working condition.
- The Employer has the right to stop the Contractor's use of any electrical equipment or appliance, which in the Employer's opinion does not conform to the foregoing.

3.13 Equipment provided by the *Employer*

Not applicable

3.14 Site services and facilities

Area	Substation	Latitude	Longitude	Province
Carletonville	Carmel	-26° 25' 23.0"S	27° 18' 23.2"E	North West
Carletonville	Midas	-26° 23' 16.9"S	27° 31' 43.8"E	North West
Carletonville	Pluto	-26° 13' 1.5"S	27° 27' 17.0"E	North West

Carletonville	Hermes	-26° 54' 4.8"S	26° 46' 59.4"E	North West
Carletonville	Watershed	-26° 5' 26.1"S	26° 8' 37.8"E	North West
Carletonville	Mookodi	-27° 0' 35.9"S	24° 44' 38.3"E	North West
Rustenburg	Ararat	-25° 33' 46.1"S	27° 11' 12.7"E	North West
Rustenburg	Trident	-25° 38' 7.0"S	27° 10' 56.1"E	North West
Rustenburg	Bighorn	-25° 40' 57.5"S	27° 30' 30.5"E	North West
Rustenburg	Dinaledi	-25° 34' 46.9"S	27° 51' 12.7"E	North West
Rustenburg	Marang	-25° 36' 46.8"S	27° 20' 4.9"E	North West
Rustenburg	Ngwedi	-25° 24' 22.9"S	27° 5' 13.0"E	North West
Polokwane	Witkop	-24.04393° or 24° 2' 38"	29.35668° or 29° 21' 24"	Limpopo
Polokwane	Acornhoek	24°35'55.95"S	31° 3'14.22"E	Limpopo
Polokwane	Foskor	24° 1'39.33"S	31° 7'33.48"E	Limpopo
Polokwane	Leseding	24°26'22.03"S	30° 1'2.16"E	Limpopo
Polokwane	Senakangwedi	24°48'38.91"S	30° 7'0.44"E	Limpopo
Polokwane	Spencer	23°29'17.37"S	30°22'50.59"E	Limpopo
Polokwane	Tabor	23°22'29.51"S	29°46'53.33"E	Limpopo
Polokwane	Merensky	24°43'8.87"S	30°13'18.73"E	Limpopo
Lephalale	Borutho	23°54'08.60"S	28°58'35.0"E	Limpopo
Lephalale	Matimba	23°40'8.65"S	27°36'55.80"E	Limpopo
Lephalale	Medupi	23°42'11.45"S	27°34'0.77"E	Limpopo
Lephalale	Spitskop	24°57'59.70"S	27°13'39.09"E	Limpopo
Lephalale	Warmbad	24°53'26.46"S	28°19'33.92"E	Limpopo
Offices	Polokwane Regional Office	39 Han Van Ransberg, Polokwane		Limpopo
Offices	Bela Bela Area Office	Route 101, Business Park, Bela bela		Limpopo
Offices	Rustenburg Area Office	235 Beyers Naudea, Rustenburg		North West
Offices	Klerksdorp/Orkney	1 Ena Murray Street Eastleigh Orkney		North West
Offices	Tzaneen hub			Limpopo
Offices	Polokwane Dx Nedbank building			Limpopo
Polokwane	Manogeng			Limpopo

Polokwane	Silimela			Limpopo
-----------	----------	--	--	---------

3.14.1 Provided by the *Employer*

Water and Electricity usage

- Water and Electricity will be supplied by the Employer and must be used in accordance with the Eskom Environmental objectives.
- The Employer will provide ablution facilities for use by the Contractor's employees on site (if work are carried out in building facilities. Should work be carried out in a yard where there not ablution facilities, the Contractor should make arrangements and provide its employees with portable toilets).

3.14.2 Provided by the *Contractor*

REQUIREMENTS FOR VEHICLES

1. The appointed contractor must have a system/ process to manage vehicle access to site.
2. The appointed contractor must maintain their vehicles in a roadworthy condition and a vehicle license must be valid at all times.
3. Contractor vehicles can be subject to inspections by the contract/project manager
4. Vehicles which are not roadworthy will not be permitted to be used on site.
5. Precautions shall be taken to secure all loads properly.
6. All vehicles must be fitted with fire extinguisher and first aid kit.

REQUIREMENTS FOR DRIVERS

1. The driver must have a valid national licence for the type of vehicle used.
2. The driver must have level 1 first aid training and basic fire extinguisher training
3. It is the responsibility of the driver to ensure:
 - a. Their passengers wear seat belts whilst the vehicle is in motion.
 - b. Comply with all traffic road rules, safety, and direction and speed signs.
 - c. Ensure that vehicle loads are properly secured prior to moving off.
 - d. Ensure that vehicles are not overloaded.
4. No drivers or operators may text, talk on cell phones or two-way radios whilst driving, unless a hands-free kit is used.
5. All drivers of such vehicles are to have valid medical fitness certificates.
6. Drivers/operators shall be responsible for the travel-worthiness of all loads conveyed by them.
7. No passengers must be loaded on the back of the bakkie /LDV/ truck with no safety belts.

TOOLS AND EQUIPMENT

1. Contractors shall ensure that all tools and equipment are identified, safe to be used and is maintained in a good condition.
2. Contractors shall ensure that all tools and equipment are listed on an inventory list, be regularly inspected at least monthly or as required by legislation and risk assessments.
3. The equipment should be numbered or tagged so that it can be properly monitored and inspected.
4. Ensure all tools and equipment that emit noise shall be avoided, if not, necessary precautions are taken to prevent Noise Induce Hearing Loss.
5. Where applicable, tools and equipment must have the necessary approved test or calibration documentation prior to being brought onto site and the records shall form part of the SHE Plan. Maintenance calibration shall be undertaken in terms of the manufacturer's requirements.

PERSONAL PROTECTIVE EQUIPMENT REQUIREMENTS (PPE)

1. The appointed contractor must provide a detailed programme that includes the issuing, maintenance and replacement of PPE for all his employees and sub-contractors on site.
2. All contractors shall comply with the requirements of GSR 2 of the OHS Act.
3. The risk-based PPE matrix must be compiled detailing the types of PPE that is required to be issued to employees performing the respective tasks.
4. Additional PPE shall be identified from task risk assessments for specific areas and tasks.
5. All contractors shall ensure that their visitors wear and use the correct PPE whilst on worksites.
6. Where PPE is required and visitors are not in possession of, then it is the individual contractor's responsibility to provide the PPE.
7. All PPE purchased and used by all contractor employees including visitors must comply with the relevant SANS standards.

3.15 Control of noise, dust, water and waste

All waste generated during the execution of the scope of work shall be managed in accordance with Transmission Waste Management Work Instruction (240-98818649) and in compliance with applicable environmental legislation and bylaws.

All spills/emergency incidents should be reported to Eskom Contract Supervisor and Environmental Officer(s) immediately on occurrence. Incidents should be investigated to prevent reoccurrence.

- The contractor should be aware of Eskom SHEQ Policy.
- Contractor must take into account environmental consideration when carrying out Risk Assessments.
- All equipment used on site must be in good working condition and no fuel and/or oil leaks on any equipment will not be allowed.
- Non-conformance, incident reporting and investigations shall be done by the contractor, such reports must include but not limited to the following information:

- The cause of the non-conformance/incident.
- The proposed actions to correct and prevent recurrence.
- Eskom Site supervisor shall issue non-conformances where there are deviations from environmental requirements.

Zero Liquid Effluent Discharge Policy (ZLED)

Contractor shall abide to Eskom Zero Liquid Effluent Discharge through the process of reuse and recycling if any.

Smoking

The national smoking policy must be adhered to. Smoking is permitted in designated areas only (Eskom Smoking Procedure 32-36).

3.16 Hook ups to existing works

Refer to Eskom cardinal rules above and to SHE specification document issued with the enquiry.

3.17 Tests and inspections

3.17.1 Description of tests and inspections

Any tool or equipment provided by the contractor should be tested if is working properly before issuing to the Site supervisors. For example, the remote control should be fitted with batteries and tested before handing over to the recipient on site.

3.17.2 Materials facilities and samples for tests and inspections

Not applicable

4 List of drawings

4.1 Drawings issued by the *Employer*

Not applicable

5. ANNEXURE A: X17 – LOW PERFORMANCE DAMAGES

Low service damages table 2		
Service Levels		
Item	Low service	Damages
1	Failure to maintain minimum staffing levels on site without prior authorisation by the Service Manager	R 500.00 per role per day
2	Failure to meet response time service level benchmarks	R 3,000.00 per infringement
3	Failure to meet closure duration service level benchmarks	R 3,000.00 per infringement
4	Failure to provide quality material	R 500.00 per infringement
5	Where a repair is delayed by 1 calendar day or more due to the unavailability of key staff (plumber, electrician, authorised person, carpenter) being committed in another project.	R 2,500.00 per day
6	Leaving work unattended or incomplete for another day without the approval of the Service Manager or his/her duly authorised representative	R 2,500.00 per infringement
7	Failure to perform 100% of all required preventative maintenance tasks per task order	R 5,000.00 per day