



## NEC3 Term Service Contract (TSC3)

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

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

for **The Provision of the Service and Maintenance of Fire Equipment in the Central East Cluster (Free State Operating Unit and KwaZulu Natal Operating Unit) on an as when required basis for a period of 36 months with B-BBEE level 1-4 status level of contributor**

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**CONTRACT No.** \_\_\_\_\_

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## PART C1: AGREEMENTS & CONTRACT DATA

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[to be inserted from Returnable Documents at award stage]	
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# C1.1 Form of Offer & Acceptance

## Offer

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

**The Provision of the Service and Maintenance of Fire Equipment in the Central East Cluster (Free State Operating Unit and KwaZulu Natal Operating Unit) on an as when required basis for a period of 36 months with B-BBEE level 1-4 status level of contributor**

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 or C	The offered total of the Prices exclusive of VAT is	<b>RATES BASED</b>
	Sub total	<b>RATES BASED</b>
	Value Added Tax @ 15% is	<b>RATES BASED</b>
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	<b>RATES BASED</b>

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

Signature(s)

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**For the tenderer:**

\_\_\_\_\_  
(Insert name and address of organisation)

Name & signature of witness

Date

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



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

Note:

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

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

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

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

**For the tenderer:**

**For the *Employer***

Signature \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

Nozipho Mpanza

Capacity \_\_\_\_\_

Snr Manager Maintenance & Operations

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

Eskom Holdings SOC Limited  
25 Valley View Road, New Germany, 3610

Name & signature of witness \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

## C1.2 TSC3 Contract Data

### Part C1.2a - Data provided by the *Employer*

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option and secondary Options	<b>A: Priced contract with price list</b> <b>W1: Dispute resolution procedure</b> <b>X1: Price adjustment for inflation</b> <b>X2 Changes in the law</b> <b>X17: Low service damages</b> <b>X18: Limitation of liability</b> <b>X19: Task Order</b> <b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract April 2013 <sup>2</sup> (TSC3)	
10.1	The <i>Employer</i> is (name):	<b>Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
10.1	The <i>Service Manager</i> is (name):	<b>Mr Lwazi Nzama</b>
	Address	<b>01 Portland Road, Mkondeni</b>
	Tel	<b>033 395 3593</b>
	e-mail	<b>NzamaLW@eskom.co.za</b>
11.2(2)	The Affected Property is	<b>Free State Operating Unit and KwaZulu Natal Operating Unit</b>

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 [www.ecs.co.za](http://www.ecs.co.za)

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11.2(13)	The <i>service</i> is	<b>The Provision of the Service and Maintenance of Fire Equipment in the Central East Cluster (Free State Operating Unit and KwaZulu Natal Operating Unit) ‘on an as when required basis for a period of 36 months with B-BBEE level 1-4 status level of contributor</b>
11.2(14)	The following matters will be included in the Risk Register	<b>Labour strikes, Power supply interruptions or failures, Municipal water interruptions</b>
11.2(15)	The Service Information is in	<b>Part 3: Scope of Work and all documents to which it makes reference.</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>One (1) week</b>
2	<b>The Contractor’s main responsibilities</b>	<b>Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data</b>
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>One (1) month prior to the starting date of the Contract Date</b>
3	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>01 April 2022</b>
30.1	The <i>service period</i> is	<b>36 Months</b>
4	<b>Testing and defects</b>	<b>As per requirements stated in the Service Information</b>
5	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>between the 25th day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>Four (4) weeks.</b>
51.4	The <i>interest rate</i> is	<b>(i) the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and  (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption “Money Rates” in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal</b>

then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

6	<b>Compensation events</b>	<b>There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data</b>	
7	<b>Use of Equipment Plant and Materials</b>	<b>There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data</b>	
8	<b>Risks and insurance</b>		
80.1	These are additional <i>Employer's</i> risks	<b>1. None</b>	
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	<b>Insurance against</b>	<b>Minimum amount of cover or minimum limit of indemnity</b>
		Assets All Risk	As per Eskom insurance policy document available on request from Eskom Insurance Department
		Project insurance	As per Eskom insurance policy document available on request from Eskom Insurance Department
		General and Public Liability	As per Eskom insurance policy document available on request from Eskom Insurance Department
		Environmental Liability	As per Eskom insurance policy document available on request from Eskom Insurance Department
		Transport (Marine)	As per Eskom insurance policy document available on request from Eskom Insurance Department
		Motor Fleet and Mobile Plant	As per Eskom insurance policy document available on request from Eskom Insurance Department
		Terrorism	As per Eskom insurance policy document available on request from Eskom Insurance Department
		Cyber Liability	As per Eskom insurance

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			policy document available on request from Eskom Insurance Department												
83.1	The <i>Contractor</i> provides the these insurances:	<table border="1"> <thead> <tr> <th data-bbox="839 300 1070 405">Insurance against</th> <th data-bbox="1073 300 1414 405">Minimum amount of cover or minimum limit of indemnity</th> </tr> </thead> <tbody> <tr> <td data-bbox="839 405 1070 527">Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property</td> <td data-bbox="1073 405 1414 527">The replacement cost where not covered by the <i>Employer's</i> insurance.  The <i>Employer's</i> policy Deductible where covered by the <i>Employer's</i> insurance.</td> </tr> <tr> <td data-bbox="839 527 1070 648">Loss of or damage to Plant and Materials</td> <td data-bbox="1073 527 1414 648">The replacement cost where not covered by the <i>Employer's</i> insurance.  The <i>Employer's</i> policy Deductible where covered by the <i>Employer's</i> insurance.</td> </tr> <tr> <td data-bbox="839 648 1070 770">Loss of or damage to Equipment</td> <td data-bbox="1073 648 1414 770">The replacement cost where not covered by the <i>Employer's</i> insurance.  The <i>Employer's</i> policy Deductible where covered by the <i>Employer's</i> insurance.</td> </tr> <tr> <td data-bbox="839 770 1070 1581">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</td> <td data-bbox="1073 770 1414 1581"> <p><b><u>Loss of or damage to property</u></b> The replacement cost</p> <p><b><u>Bodily injury to or death of a person</u></b> The amount required by the applicable law.</p> </td> </tr> <tr> <td data-bbox="839 1581 1070 1848">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</td> <td data-bbox="1073 1581 1414 1848">The amount required by the applicable law</td> </tr> </tbody> </table>	Insurance against	Minimum amount of cover or minimum limit of indemnity	Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance.  The <i>Employer's</i> policy Deductible where covered by the <i>Employer's</i> insurance.	Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance.  The <i>Employer's</i> policy Deductible where covered by the <i>Employer's</i> insurance.	Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance.  The <i>Employer's</i> policy Deductible where covered by the <i>Employer's</i> insurance.	The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Service	<p><b><u>Loss of or damage to property</u></b> The replacement cost</p> <p><b><u>Bodily injury to or death of a person</u></b> 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	
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**Termination**

**There is no reference to Contract Data in this**

**section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.**

10	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	<b>Four (4) weeks</b>
11	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i>	<b>the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:	<b>the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b>
	The place where arbitration is to be held is	<b>Kwazulu-Natal Province of South Africa</b>
	The person or organisation who will choose an arbitrator	<b>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</b>
	<ul style="list-style-type: none"> <li>• if the Parties cannot agree a choice or</li> <li>• if the arbitration procedure does not state who selects an arbitrator, is</li> </ul>	
12	<b>Data for secondary Option clauses</b>	
<b>X1</b>	<b>Price adjustment for inflation</b>	
X1.1	The <i>base date</i> for indices is	1 month prior to Tender Closing Date The rates will be fixed and firm for the first year of the contract. CPI will be used as CPA at the anniversary of the contract at 85% Variable and 15% fixed..
<b>X2</b>	<b>Changes in the law</b>	
		<b>There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.</b>
<b>X17</b>	<b>Low service damages</b>	

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X17.1	The <i>service level table</i> is in	<b>The Service Information C3.1 - 2.14</b>
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>Value of the Contract</b>
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	<b>The amount of R 2 Million in respect of the deductibles payable with regard to the Employer's Property Damage Asset Insurance</b>
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<b>The total of the prices with respect to the defective item, plus the amount of the deductibles payable with respect to the resultant damage.</b>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<b>the total of the Prices other than for the additional excluded matters.</b>  <b>The Contractor's total liability for the additional excluded matters is not limited.</b>  <b>The additional excluded matters are amounts for which the Contractor is liable under this contract for</b> <ul style="list-style-type: none"> <li>• loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</li> <li>• death of or injury to a person and</li> <li>• infringement of an intellectual property right.</li> </ul>
X18.5	The <i>end of liability date</i> is	<b>Six (6) months after the end of the service period.</b>
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>One (1) week of receiving the Task Order</b>
<b>Z</b>	<b>The additional conditions of contract are</b>	<b>Z1 to Z11 always apply.</b>

**Z1 Cession delegation and assignment**

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

**Z2 Joint ventures**

- Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.

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- 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 Ethics**

- Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor's* obligation to Provide the Service or taking any other action as appropriate against the *Contractor* (including civil or criminal action).
- Z4.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if the *Contractor* (or any member of the *Contractor* where the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

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

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

**Z5 Confidentiality**

- Z5.1 The *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

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the provisions of this clause are complied with by the recipient.

- Z5.2 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*.
- Z5.3 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.
- Z5.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z5.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

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

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

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

- Z7.1 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.
- Z7.2 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.

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

- Z8.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *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.

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- Z8.2 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.
- Z8.3 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.

**Z9 Notifying compensation events**

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- Z9.1 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.

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**Z10 Employer's limitation of liability**

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

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

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

## C1.2 Contract Data

### Part C1.2b - Data provided by the Contractor

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	<b>10%</b> <b>10%</b>
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:	
<b>CV's (and further key person's data including CVs) are in .</b>		
<b>A</b>	<b>Priced contract with price list</b>	
11.2(12)	The <i>price list</i> is in	
11.2(19)	The tendered total of the Prices is	

## Part C2: Pricing Data

### TSC3 Option A

<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
	This cover page	1
C2.1	Pricing assumptions: Option A	2
C2.2	The <i>price list</i>	2
	Total number of pages	5

## C2.1 Pricing assumptions: Option A

### How work is priced and assessed for payment

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

<b>Identified and defined terms</b>	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of <ol style="list-style-type: none"> <li>1. the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and</li> <li>2. where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.</li> </ol>
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

### Function of the Price List

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

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

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

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### **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.

## C2.2 the price list

**NB: Rates must be inclusive of travelling, consumables, materials, equipment, labour, supervision, PPE, overheads and profit**

SECTION 1 - FIRE EXTINGUISHER EQUIPMENT							
Item No.	Description	Ref:	QTY	Servicing / Maintenance		Supply and Install	Total
				Per KG	Per Unit		
Notes:	<i>Specifications, Service provider must comply to the South African Bureau of Standards</i>						
	<i>The work site cover all Eskom sites, ie CNCs, TSG sites, Area Offices, Regional Offices, Mkondeni , New Germany, Westville , RDC stores.</i>						
	<i>The Following Contract will be for the service , repairs and maintenance on the Fire Equipment within KZN OU in line with the OHS Act.</i>						
<b>1</b>	<b>Fire Extinguishers</b>						
1.1	0,6 Kg DCP Fire Extinguishers		1				Rates Only
	<b><u>1.0 Kg</u></b>						
1.2	1.0Kg DCP		1				Rates Only
1.3	1.5Kg		1				Rates Only
1.4	1.5 Kg DCP		1				Rates Only
	<b><u>2.0Kg</u></b>						
1.5	2.0Kg STP		1				Rates Only
1.6	2.0Kg CO2		1				Rates Only
	<b><u>2.5 Kg</u></b>						
1.7	2.5Kg STP		1				Rates Only
1.8	2.5 Kg DCP		1				Rates Only
1.9	2.5 Kg CO2		1				Rates Only
1.10	4.5 Kg DCP		1				Rates Only
1.11	4.5 Kg STP		1				Rates Only
1.12	5.0 Kg STP		1				Rates Only

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1.13	5.0 Kg CO2		1				Rates Only
1.14	6.8 Kg CO2		1				Rates Only
1.15	7.0 Kg CO2		1				Rates Only
1.16	9.0 Kg DCP		1				Rates Only
1.17	9.0 Kg CO2		1				Rates Only
1.18	9.0 Kg STP		1				Rates Only
1.19	9 LT Water fire hose		1				Rates Only
1.20	9 LT Foam, <b>AMFF ( 3% - 6% )</b>		1				Rates Only
1.21	10 Kg CO2 T/U		1				Rates Only
1.22	50 Kg T/U		1				Rates Only
1.22	50Kg DCP Trolley		1				Rates Only
1.23	100 Kg DCP Trolley		1				Rates Only
1.24	HYD Hose		1				Rates Only
1.25	Hose reel		1				Rates Only
1.26	Service of Hydrant		1				Rates Only
<b>2</b>	<b>SANAS accredited Pressure / Hydrostatic testing</b>						
2.1	Stored pressure cylinders ( 3 yearly)		1				Rates Only
2.2	CO2 Cylinders ( 10 yearly )		1				Rates Only
2.3	Recharges Dry powder extinguishers		1				Rates Only
2.4	Recharges CO2 extinguishers		1				Rates Only
2.5	Recharges Nitrogen gas		1				Rates Only
2.6	Recharges Foam		1				Rates Only
2.7	Head Valves Dry chemical powder extinguishers		1				Rates Only
2.8	Head Valves CO2 extinguishers		1				Rates Only
2.9	Discharge hoses Dry chemical powder extinguishers		1				Rates Only
2.10	Discharge Hoses CO2 Extinguishers		1				Rates Only
2.11	Repainting with signal red and refurbishment of fire extinguishers and Hydrants		1				Rates Only
2.12	Repainting with signal red and refurbishment of Trolley units and CO2 Cylinders , Hose reels and Cabinets		1				Rates Only

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<b>3</b>	<b>Major spares</b>						
3.1	Head O rings		1				Rates Only
3.2	Heads STP		1				Rates Only
3.3	Heads CO2		1				Rates Only
3.4	Safety Valves		1				Rates Only
3.5	STP		1				Rates Only
3.6	CO2		1				Rates Only
3.7	Pressure Gauges STP		1				Rates Only
3.8	Syphon Tubes STP		1				Rates Only
3.9	Discharge nozzles STP		1				Rates Only
3.10	Discharge Horns CO2		1				Rates Only
3.11	Discharge Hose and Nozzles STP		1				Rates Only
3.12	Discharge Hose and Horns CO2		1				Rates Only
<b>4</b>	<b>Fire Hose reel</b>						
4.1	30 meter PVC Hoses		1				Rates Only
4.2	Fire reel/ Frame		1				Rates Only
4.3	Gooseneck/ waterway		1				Rates Only
4.4	Glands/ O rings repack		1				Rates Only
4.5	Nozzles		1				Rates Only
4.6	CP valve replacement		1				Rates Only
4.7	CP valve wheel and nut		1				Rates Only
4.8	CP Valve washer replacement		1				Rates Only
4.9	Hose runner reel / stirrup		1				Rates Only
4.10	J Clamps		1				Rates Only
4.11	Safety pins		1				Rates Only
4.12	Pin tie		1				Rates Only
4.13	Pivot pin		1				Rates Only
<b>5</b>	<b>Sundry</b>						
5.1	Symbolic signage ( <i>Including Installation</i> )		1				Rates Only
5.2	Chevron backing board supply only		1				Rates Only

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5.3	Instruction label		1				Rates Only
5.4	Extinguisher bases		1				Rates Only
<b>6</b>	<b>Sprinkler system</b>						
6.1	Water leaks ( <i>Hourly Rate</i> )		1				Rates Only
6.2	15mm x68 degree upright sprinkler head ( red)		1				Rates Only
6.3	15mm x 68 degree pendant sprinkler head ( red)		1				Rates Only
6.4	15mm x 141 degree upright sprinkler head ( blue)		1				Rates Only
6.5	15mm x 141 degree pendant sprinkler head ( blue)		1				Rates Only
6.6	Attend to water leaks and water pressure. ( <i>Hourly Rate</i> )		1				Rates Only
6.7	Supply key for extinguisher and hose reel cabinets		1				Rates Only

**Notes to the Price List**

1. The above rates exclude VAT.
2. The rates offered will remain fixed and firm for the first 12 months of the contract period, thereafter escalation may be applied for, in writing, annually based on CPI by the Contractor.
3. The escalation will only be applicable from the date of approval.
4. Escalation will not apply to items relating to % Markups.

## Part C3: Scope of Work

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C3.1	<i>Employer's Service Information</i>	24
C3.2	<i>Contractor's Service Information</i>	
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## 1. Description of the service

### C3.1 Service Information

The Provision of the Service and Maintenance of Fire Equipment in the Central East Cluster (Free State Operating Unit and KwaZulu Natal Operating Unit) 'on an as when required basis for a period of 36 months with B-BBEE level 1-4 status level of contributor

The provision of the service should be in line with the OHS Act and Compliance with the South African Bureau of Standards

### 1. Description of the service

All Fire Fighting Equipment within the Central East Cluster (KZN OU and Free State OUI) is defined as all CNC sites, Depots, MEW Offices and Site Camps, Substations, Office Blocks, Vehicles, Store Yards.

Office Blocks are defined as Customer Services, Area Offices, Protection Services, TSG, EDFs, Project Management, Revenue Protection Services, New Germany Complex, Westville, Selgro and Mkondeni Complex.

To be serviced and maintained and when required be replaced to ensure compliance with applicable standards.

### Definitions, Glossary, Abbreviations

SANS - South African National Standards

SAQCC Fire - South African Qualification and Certification Committee for the Fire Industry

WCA - Works Compensation Assistance

OEM - Original Equipment Manufacturer

General Requirements

Maintenance Services shall be carried out by trained and accredited technical personnel in possession of **Certificates of competence (COC) and South African Qualification Certification (SAQCC)**

### Specifications

NO.	DOCUMENT NUMBER	DOCUMENT TITLE	PUBLISH DATE	REV
1	<b>SAFETY, HEALTH, ENVIRONMENT AND QUALITY</b>			
1.1	<a href="#">EPL 32-727</a>	SAFETY, HEALTH, ENVIRONMENT, AND QUALITY (SHEQ) POLICY	AUGUST 2010	0
1.2	<a href="#">DPC 34-333</a>	OHS ACT REQUIREMENTS TO BE MET BY PRINCIPAL CONTRACTORS EMPLOYED BY ESKOM DISTRIBUTION	MAY 2007	1
1.3	<a href="#">EPC 32-846</a>	OPERATING REGULATIONS FOR HIGH-VOLTAGE SYSTEMS	JULY 2010	0
1.4	<a href="#">DST 34-1544</a>	MANAGEMENT OF ASBESTOS	NOVEMBER 2011	1

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1.6	<a href="#">GBEG 474-011:</a>	TECHNICAL EVALUATION GUIDELINE		
1.7	<a href="#">DST 34 -132</a>	DISTRIBUTION FIRE RISK MANAGEMENT		
1.8	<a href="#">DST 34-317</a>	VEHICLE AND TRANSPORTATION MANAGEMENT		
1.9	<a href="#">EPC 32-95</a>	PROCEDURE MANUAL FOR PERFORM OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT AND ENVIRONMENTAL MANAGEMENT : CONDUCT EH&S INCIDENT MANAGEMENT		
1.10	<a href="#">DPC 34-925</a>	PROCEDURE FOR REFUSAL TO WORK ON THE GROUNDS OF HEALTH, SAFETY AND ENVIRONMENTAL CONCERNS		
<b>2</b>	<b>GENERAL SUBSTATION STANDARDS</b>			
2.1	<a href="#">DST 34-1236</a>	STANDARD FOR PASSIVE FIRE PROTECTION IN DISTRIBUTION S/S YARDS	APRIL 2004	3
2.2	<a href="#">DST0045</a>	STANDARD FOR SECURITY REQUIREMENTS AT DISTRIBUTION SUBSTATIONS AND BUILDINGS	FEBRUARY 2006	1
<b>3</b>	<b>HEALTH AND SAFETY</b>			
3.1	<a href="#">32-36</a>	SMOKING POLICY		
3.2	<a href="#">32-418</a>	WORKING AT HEIGHTS		
3.3	<a href="#">34-1954</a>	SUPERVISION OF PEOPLE IN ELECTRICALLY HAZARDOUS LOCATIONS		
3.4	<a href="#">32-83</a>	VEHICLE AND DRIVE SAFETY MANAGEMENT		
3.5	<a href="#">34-323</a>	PERSONNEL PROTECTIVE EQUIPMENT SPECIFICATION		

### 1.2 Employer's requirements for the service

The scope includes the provision of the following Services:

The Provision of the Service and Maintenance of Fire Equipment in the Central East Cluster (Free State Operating Unit and KwaZulu Natal Operating Unit) 'on an as when required basis for a period of 36 months

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

The Contractor is required to adhere to working times for each site based on business requirements which includes working on weekends and after hours as indicated by the Service Manager.

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**Closure of Site**

In the event that a site closes down then the services at that site must come to a stop. No compensation will be paid when a site is closed down. Should a site close down, Eskom reserves the right to instruct the *Contractor* to re-allocate the Service to other sites in the region site based on business requirements. No re-allocation or disruption costs will be paid in this respect.

## THE PROVISION OF PEST CONTROL SERVICE FOR THE KWAZULU NATAL OPERATING UNIT

**1.2.1 General Requirements and Supervision Service**

<b>Statement of Service Objectives</b>	To achieve a win-win relationship between the Eskom team and the <i>Contractor</i> in providing non-technical facility management services. Building positive attitudes, where problems are resolved together with initiative and enthusiasm.	
<b>Background Information</b>	<p>Eskom requires a <i>Contractor</i> that can act in a professional and independent manner, manage their own team and implement a system of continuous improvements beneficial to Eskom and the <i>Contractor</i>.</p> <p>The <i>Contractor</i> will be responsible for ensuring that the fundamental requirements of the contract are not only met, but also exceeded.</p> <p>The <i>Contractor</i> is to manage the Service and any item related to that Service in the Eskom sites with innovation and integrity.</p> <p>Materials and substances used must comply with the environmental legislation and must be environmentally friendly. All work to be performed as per OHSACT regulations, local municipal by-laws, government legislation and SABS codes. All work must be supervised and managed by responsible supervisors. The <i>Contractor</i> together with the supervisor and head office manager is required to attend regular meetings with Eskom on-site.</p>	
<b>MAJOR REQUIREMENT</b>	<b>SPECIFIC REQUIREMENT</b>	<b>AVAILABILITY / PERFORMANCE STANDARDS</b>
<b>1. Supervision</b>	1.1 All activities carried out by employees of the <i>Contractor</i> shall be supervised and managed by a responsible supervisor. Any reasonable instruction made by Eskom to the <i>Contractor</i> , in writing, shall be communicated to the <i>Contractor's</i> staff by the <i>Contractor</i> . Proof of information sharing to the <i>Contractor's</i> employees must be submitted to Eskom.	No incident of failure to comply with this responsibility and/or Service Level may be determined during the currency of this Agreement. Staff failure to comply with Eskom instructions will be deemed a failure in Supervision.
	1.2 The <i>Contractor</i> will be required to attend regular meetings not only by the site supervisor but also a head/ regional-office manager.	Meetings to be arranged by the <i>Service Manager</i> ; and no failure to comply with this responsibility must occur during the period of this contract.
	1.3 Any preventative / corrective action requested must be addressed in follow-up meetings.	Failure to advise on action being undertaken to address issues raised in previous meetings will result in a non-compliance.

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	1.4 Other contractors and/or the employees may be working on the same site and the <i>Contractor</i> may in such cases be required to work in close corporation therewith.	Incidence of un-co-operative or lack of assistance shall not be tolerated, unless a valid reason exists of which Eskom must be notified immediately.
	1.5 The <i>Contractor</i> shall ensure that their staff are at all times professional, sober and courteous towards visitors and tenants frequenting any Eskom site/s.	Where necessary the <i>Contractor</i> to take appropriate action against the staff member. Where appropriate Eskom reserves the right to have the guilty staff member removed from site.
<b>2. Uniforms, Personal Protective Equipment and Appearance</b>	2.1 The <i>Contractor</i> shall provide for his staff on site with the specified uniform. It is the <i>Contractor's</i> responsibility to ensure that the cleanliness, correctness and appearance are maintained.	Any staff of the <i>Contractor</i> found wearing the incorrect uniform, or found with dirty or wrinkled clothes, or not wearing their identity/ name tag shall result in a non-compliance to the <i>Contractor</i> .
	2.2 The <i>Contractor</i> shall ensure that their staff appearance is neat, that such staff are well groomed and that such personnel at all times whilst on duty wear their uniforms and applicable personal protective equipment	Any staff of the <i>Contractor</i> found untidy, not clean, or with inappropriate hygiene, shall be requested to be removed from site, with immediate effect. The <i>Contractor</i> shall provide an acceptable and approved replacement/ reliver at no cost to Eskom.
<b>3. Training</b>	3.1 The <i>Contractor</i> shall ensure that their staff have full knowledge of the Site as well as services/facilities available at the site.	Any staff of the <i>Contractor</i> who are found lacking in their knowledge of the site within reason, or who are found lacking in their ability to transfer this knowledge will be liable for a non-compliance.
	3.3 All senior personnel of the <i>Contractor</i> must be equipped with cell phones, which are fully operable during Service hours.	Any supervisor not available during service hours must be addressed by Senior Management of the <i>Contractor</i> .
<b>4. Staff</b>	4.1 The <i>Contractor</i> shall ensure that its personnel only make use of facilities specifically provided to such personnel on the Site.	Any staff of the <i>Contractor</i> who is found using any facilities except those provided, for an unacceptable reason, shall result in a noncompliance.
	4.2 The <i>Contractor</i> staff shall inform the relevant Site Owner at least a week prior to arriving at the site.	Failing in complying will result in a non-conformance.
	4.3 All <i>Contractor's</i> staff shall report to the relevant Site Owner upon arriving on Site and prior to commencing work.	Failing in complying will result in a non-conformance and may result in the <i>Contractor</i> not granted access to the Site.

THE PROVISION OF PEST CONTROL SERVICE FOR THE KWAZULU NATAL OPERATING UNIT

	<p>4.3 Full details of any member of staff must be provided by the <i>Contractor</i> at the request of Eskom</p>	<p>Failure to provide details of a staff member as requested will result in a non-compliance.</p>
	<p>4.4 Staff will act in a responsible manner and will not compromise any security procedure applicable on the site.</p>	<p>Failure to act in a responsible manner will result in a non-compliance.</p>
<p><b>5. Reporting</b></p>	<p>5.1 The monthly report must as a minimum include the following: staff attendance report; equipment breakdowns; and rectification report, schedules and duties performed, quality control report, staff turnover, customer complaints / compliments, staff disciplinary issues, as well as action plans to rectify any deficiencies.</p>	<p>No failure to provide relevant information in a clear and legible format. Format to be discussed and agreed with the <i>Service Manager</i></p>

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
CNC	Customer Network Centre
OHSACT	Occupational Hygiene and Safety Act
SABS	South African Bureau of Standards
ISO	International Organization for Standardization
SANS	South African National Standards
ERE	Eskom Real Estate Department
N/A	Not Applicable

1.4 Other Documentation

Title	Date or revision	Tick if publicly available

**Acknowledgement by Contractor**

I/WE, ..... DO HEREBY ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE ABOVE ANNEXED DOCUMENTS FROM 1 TO 25 IN SECTION 1.3.2 OF THIS CONTRACT.

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

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

Note: Please return the above pages with the other tender returnables to the Eskom office that issued this enquiry after complying with the above

## 2. Management strategy and start up

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

The *Contractor* must detail below a plan which stipulates how he intends on performing the Service throughout the *service period*, as required by clause 21.2.

Staff structure

List technical reporting and scheduling requirements which are to be incorporated into the *Contractor's* plan.

### 2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall contract progress/feedback in terms of contract obligations	Monthly intervals or when deemed required by the <i>Service Manager</i> .	New Germany or Westville or Mkondeni	<i>Employer / Service Manager / relevant Eskom representatives and appointed Contractor representatives.</i>

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

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

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

The *Contractor* must include an organogram of the structure that will be supporting with contract. The names, identity numbers, qualifications and experience must be listed.

### 2.4 Provision of bonds and guarantees

N/A

### 2.5 Documentation control

The *Contractor* to ensure that all documentation relating to this contract is filed and kept on site for viewing by the *Service Manager* at any time. The *Contractor* must ensure that all documents are also kept in soft copy and backed up on a hard drive which must be handed to the *Service Manager* at the end of the contract. Files are to be neatly labelled and indexed.

All correspondence shall be dated and sequentially numbered and distributed in accordance with a procedure as agreed and accepted by the *Service Manager*.

Any required Service will be communicated to the *Contractor* via a Task Order.

Feedback questionnaires must be duly completed by Eskom departmental supervisors and managers and forwarded to the Eskom Real Estate Department.

## THE PROVISION OF PEST CONTROL SERVICE FOR THE KWAZULU NATAL OPERATING UNIT

Eskom will periodically request detailed reports from the *Contractor* regarding the gaps, problems and highlights. Possible solutions will be required with this detailed report.

### Health and Safety Risk Management

The Contractor shall control his activities and processes in accordance with the Occupational Health & Safety Act, No. 85 of 1993 and Eskom's Construction Safety, Health and Environmental Management 32-136 (with the provided SHE Specification), Safety, Health, Environment and Quality Policy, EPC32-727 and SHE Requirements for the Eskom Commercial Process, ST32-726.

The Contractors Project SHEQ File is to be updated on a continuous basis. The Contractor is to ensure that all relevant documentation is contained in the file. Upon completion of the service, the Contractor is to convert all documentation contained in the SHEQ file into electronic format and save it as a PDF File. The file name should contain the name of the Contractor and the service. The file should then be saved onto a disk or removal storage device and handed over to the Service Manager upon completion of the provision service.

The Contractor should adhere to the Life Saving Rules at all times.

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

#### **The five Eskom Life Saving Rules are as follows:**

Rule 1: \*Open, isolated, tests, earth, and bond and/or insulate before touch\*

Rule 2: \*Hook up at height\*

Rule 3: \*Buckle Up\*

Rule 4: \*Be Sober\*

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

## **2.6 Invoicing and payment**

The *Contractor* provides a statement on the 10<sup>th</sup> and 25<sup>th</sup> of every month for the duration of the contract. The statement will reflect the following information of on all invoices submitted for payment, from the start of the contract:

- Date of Invoice
- Date of delivery of Service
- Invoice Number
- Invoice Amount excluding VAT
- PO Number
- Task Order Number
- GR Number
- Payment Status (either Paid or Unpaid)

The statement will also reflect the following summaries:

- Invoice payments outstanding <= 30days
- Invoice payments outstanding > 30days <=60 days
- Invoices payment outstanding > 60days <=90 days
- Invoices payment outstanding > 60days <=90 days
- Invoices payment outstanding > 90days
- Total of Invoices where the *Contractor* has received payment
- Total of Invoices where the *Contractor* is awaiting payment

## THE PROVISION OF PEST CONTROL SERVICE FOR THE KWAZULU NATAL OPERATING UNIT

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

The *Contractor* shall address the tax invoice to

**ESKOM HOLDINGS SOC LIMITED**

and include on each invoice the following information:

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

The *Contractor* shall comply with the *Employer's* E-Invoicing process when submitting invoices for payment.

**2.6.1 Payment Item Descriptions**

The descriptions given for the payment items in the Price List, indicate the work to be allowed for in the tendered rates and prices for such payment items, and are for the guidance of the *Contractor* and do not necessarily repeat all the details of work and materials required by and described in the Service Information.

**2.6.2 Prices to be Inclusive**

The *Contractor* shall accept the payment provided in the Contract and represented by the rates and prices tendered by him in the Price List, as payment in full for executing and completing the work as specified.

Where the *Contractor* has priced an item as "nil" or "0-00" it will be deemed that no charges are or will be incurred against such an item. In the event of no price having been entered against any item, the tendered rate, price or sum will be taken as "nil" or "0-00".

**2.6.3 Measurement Meetings**

The *Contractor* shall attend monthly meetings with the *Service Manager* and Supervisor where all matters concerning payment shall be discussed. In particular the *Contractor* shall submit for the meeting a monthly statement together with all calculations and supporting data in substantiation of any payments.

**2.7 Contract change management**

- Templates in terms of NEC3 as prepared by the *Service Manager* for payment certificates, early warnings and defect notifications can only be used in this Contract.
- The *Contractor* shall request this form from the *Service Manager*.

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

All records as required to back up any defined costs must be kept on file by the *Contractor* and be made available when requested by the *Service Manager*.

**2.9 Insurance provided by the Employer**

As per clause 83.1 Insurance provided by *Employer*

THE PROVISION OF PEST CONTROL SERVICE FOR THE KWAZULU NATAL OPERATING UNIT

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

- Proof of training of staff for chemical handling and the use thereof.
- Proof of Training Records.

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

The *Contractor* takes full liability for the use of all equipment in the execution of Services for this contract.

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

2.12.1 Equipment


**N/A**

2.12.2 Information and other things

- Summary of all quantity of items supplied by *Contractor* as per the Price List for the duration of the contract.
- Summary of lessons learnt during the contract period.
- Summary of training undertaken by the *Contractor's* employees over the duration of the contract.
- Copy of all complaints registers
- Copy of all completed questionnaires
- Copy of all monthly reports
- All Safety Files and all other relevant safety documentation relevant to this contract.

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

The *Contractor* must only carry out work if he receives a signed Task Order from the *Service Manager* or his delegates. Below is an example of a Task Order Form, whereby the format be changed at any time by the *Service Manager*.

	<p><b>TASK ORDER</b></p>	<b>Template Identifier</b>	<b>240 - 774601027</b>	<b>Rev</b>		
		<b>Effective Date</b>	<b>12 August 2015</b>			
		<b>Next Review Date</b>	<b>August 2018</b>			
		<b>Eskom Real Estate</b>				

TASK ORDER NO:		SAP No:	
ISSUED BY:		SIGN:	
DATE ISSUED:			
CONTRACTOR:			
ORDER NUMBER:			
PLANNED START DATE :			
PLANNED COMPLETION:			
DELAY DAMAGES:			
LOCATION:		INTERNAL ORDER	
CONTACT PERSON ON SITE :			
TYPE			
<p><b>I authorize you to carry out the following task/s on the above site as per scope of works listed below:</b></p>			

Scope of Work: (tick) **Complete**  **Incomplete**

Date Complete \_\_\_\_\_

**Contractor:** \_\_\_\_\_ **Eskom Responsible Person:** \_\_\_\_\_

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

**Signature:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

## THE PROVISION OF PEST CONTROL SERVICE FOR THE KWAZULU NATAL OPERATING UNIT

**2.14 Low service damages table**

<b>Item</b>	<b>Amount</b>
Non-compliance to Eskom's Cardinal Rules	R 5 000 per finding
Non-compliance to Eskom Procedures and Policies	R 5 000 per finding
Non-compliance to Safety Acts, Standards, Procedures and Policies	R 5 000 per finding
Non-compliance to the OHSACT regulations, local municipal by-laws, government legislation and SABS codes.	R 5 000 per finding
Any staff of the <i>Contractor</i> found wearing the incorrect PPE, or found with dirty or wrinkled clothes, or not wearing their identity/ name tag shall result in a non-compliance to the <i>Contractor</i> .	R 1 000 per day per staff member
Non submission PCO Certificate every twelve months, from the inception of the Contract.	5% of the total invoice value per month of non-compliance
Non submission SAPCA Certificate every twelve months, from the inception of the Contract.	5% of the total invoice value per month of non-compliance

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

#### 3.1 Health and safety risk management

In addition to the requirements of the laws governing health and safety, Eskom may have some additional requirements particular to the *service* and the Affected Property for this contract. The text below provides for these being attached as an Annexure to this Service Information. PLEASE ALSO READ CORE CLAUSE 27.4 TOGETHER WITH Z7 IN THE ADDITIONAL CONDITIONS OF CONTRACT TO MAKE SURE THAT WHATSOEVER IS INCLUDED IN THE ANNEXURE FOLLOWS ON FROM THOSE CLAUSES.

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

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

The Divisional Safety Risk Managers who will be responsible for the allocation of resources to assist P&SCM with the above processes are as follows:

- Generation: Roley McIntyre
- Transmission: Tony Patterson
- Distribution: Alex Stramrood
- Enterprises: Jace Naidoo
- Corporate: Kerseri Pather

The *Contractor* shall comply with the health and safety requirements contained in Part 3 - Safety.

#### 3.2 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in Part 5 - Environmental

### 3.3 Quality assurance requirements

#### Quality management

##### System requirements

**Clause 3.3.1 requires that the Contractor operate a quality management system as stated in the Scope. Include your requirements here**

The Contractor shall control his activities and processes in accordance with Eskom's Quality Assurance Standard **QM58: Supplier contractor quality requirements specification**

The Contractor will be responsible for the verification and signing of the quality inspection points which must be maintained by the Contractor and presented to Eskom on request.

##### Information in the quality plan

**Clause 3.3.2 requires that the Contractor provide a quality policy statement and quality plan which complies with requirements stated in the Scope.**

- (a) The Contractor shall demonstrate, provide and maintain a Quality Management System (QMS) that is ISO 9001 compliant or provide Quality Policy and Method statement or Contract Quality Plan
- (b) The Contractor agrees to control and professionally preserve and store appropriate documents, records and recordings to guarantee the traceability of the services rendered and inspection thereof;
- (c) The delivered services shall be uniform in Quality and condition, consistent with good industry practices and adhere to requested Eskom requirements, without deviation.
- (d) Eskom shall have the right to conduct surveys and perform surveillance of the Contractor's facilities to
- (e) Eskom reserves the right to inspect any or all of the work. Verification by Eskom shall not absolve the Contractor of the responsibility to provide acceptable services, nor shall it preclude subsequent rejection by
- (f) The Services must comply with the agreed specifications and the applicable directives set out in the agreement. Defects notified by Eskom shall be remedied by the Contractor upon demand by Eskom without undue delay and at no extra cost. The Contractor shall continuously monitor and identify non-conformances, relating to the scope of work, as signals of opportunities for improvement making process and other relevant changes to prevent recurrence
- (g) The Contractor / Consultant shall further identify potential problems before they occur by identifying deviations in patterns or trends in service or process performance.
- (h) Nothing contained in the Contract shall relieve in any way the Contractor / Consultant from the obligation of Quality control thereof.
- (i) The Contractor / Consultant guarantees that the quantity, Quality and outward appearance of the delivered services will comply with the requirements of the contract and/or relevant specifications.
- (j) The Contractor / Consultant shall prove its ability, on request, to relate to the proposed scope of work which establishes the manner in which the Contractor / Consultant intends to perform the Contract.
- (k) The Contractor / Consultant shall, on request, prove its organisational, logistics and support resources to ensure the requirements of the contract can be achieved.

Eskom reserves the right to assess and measure, in the selection process, the qualifications, capability and competence of the key staff (assigned personnel) in relation to the scope of work and to interview any / all Contractor / Consultant to confirm the Quality evaluation

The Contractor shall comply with the health and safety requirements contained in Part 4 - Quality to this Service Information.

## 4. Procurement

### 4.1 People

- The *Contractor* is solely responsible for the resolution of any dispute or problems that may occur between himself and his staff.
- The *Contractor* undertakes to hold the *Employer* harmless against any determination or award made in terms of the Labour Relations Act No.66 of 1995 as amended.

#### 4.1.1 Minimum requirements of people employed

- All of the *Contractor's* staff must be able to communicate in English.
- All of the *Contractor's* staff must have the necessary qualifications to execute the designated functions
- All of the *Contractor's* staff who are not South African citizens, must have valid work permits.

#### 4.1.2 BBBEE and preferencing scheme

SANAS accredited BBBEE certificate (certified copy) or valid original sworn affidavit (DTI template, duly completed, dated and signed by both deponent and the commissioner of oaths, and stamped by the commissioner of oaths) for EME/QSE level 1 to 2.

## 4.2 Subcontracting

#### 4.2.1 Preferred subcontractors

None

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

SANAS accredited BBBEE certificate (certified copy) or valid original sworn affidavit (DTI template, duly completed, dated and signed by both the deponent and the commissioner of oaths, and stamped by the commissioner of oaths).

#### 4.2.3 Limitations on subcontracting

The use of Sub Contractors by the *Contractor* must be approved in writing by the *Service Manager* before commencement on site.

#### 4.2.4 Attendance on subcontractors

This is the sole responsibility of the *Contractor*.

### 4.3 Plant and Materials

4.3.1 Specifications

N/A

4.3.2 Correction of defects

N/A

4.3.3 Contractor's procurement of Plant and Materials

N/A

4.3.4 Tests and inspections before delivery

N/A

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

The *Employer* will not provide any materials for use by the *Contractor*.

## 5. Working on the Affected Property

### 5.1 *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.

#### 5.1.1 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.

#### 5.1.2 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.

#### 5.1.3 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.
- The *Contractor* is responsible for arranging access to site with the relevant Eskom representative prior to dispatching services to the site. No claims will be entertained should the *Contractor* not be able to gain access to the site.

#### 5.1.4 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.

#### 5.1.5 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.

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- 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.

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

- The *Contractor* is responsible for the provision of meals of his own personnel, and the cost thereof.
- 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.

## 5.3 Health and safety facilities on the Affected Property

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

## 5.4 Environmental controls, fauna & flora

### 5.4.1 Protection of Flora

The removal, damage and disturbance of indigenous flora are prohibited.

### 5.4.2 Protection of the Fauna

The *Contractor* shall protect fauna living within the Site and shall ensure that hunting, snaring, poisoning, shooting, nest raiding or egg collecting and disturbance does not occur.

The *Contractor* is to ensure that his employees are instructed not to feed wild animals.

No domestic pets or livestock are permitted on site.

## 5.5 Cooperating with and obtaining acceptance of Others

The *Contractor* will cooperate with the *Service Manager*, his delegates and support structures, in matters relating to this contract.

The *Contractor* will cooperate with the management staff of the Affected Property.

The *Contractor* will cooperate with all statutory authorities or inspection agencies.

## 5.6 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.

## 5.7 Equipment provided by the *Employer*

Prior to starting work on the Affected Site, the *Contractor* will compile the list of the *Employer's* equipment which is on site and will be used for the execution of the contract. This list will be signed off by the *Contractor* and the *Service Manager*.

All of the *Employer's* equipment will be returned to the *Employer* by the *Contractor* upon termination of the contract.

## 5.8 Site services and facilities

### 5.8.1 Provided by the *Employer*

#### 5.8.1.1 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.

#### 5.8.1.2 Offices, Workshops and Stores

- The *Contractor* will make use of the work areas provided by the *Employer* in pursuit of doing Eskom work. The cleaning and housekeeping of all areas provided is the responsibility of the *Contractor*.

### 5.8.2 Provided by the *Contractor*

- The *Contractor* shall provide everything else necessary for providing the Service.

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

Comply with the Occupational Health and Safety Act, Act 85 of 1993 and the applicable Regulations relating to noise and dust. The Water Act, Act 54 of 1956 for water and the Waste Act, Act 107 of 1998

Having due regard for local communities and dwellings, the *Contractor* shall restrict any of his operations which result in undue noise disturbance to those communities and dwellings.

The *Contractor* shall take appropriate measures to minimise the generation of dust as a result of his works, operations and activities to the satisfaction of the *Service Manager*.

The management of solid waste on site shall be strictly controlled and monitored. Only accepted waste disposal methods shall be allowed;

Littering shall be avoided;

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## (a) Domestic waste

Metal refuse bins or equivalent plastic refuse bins, all with lids, shall be provided by the *Employer* for all buildings. Refuse shall be collected and removed by the *Contractor* from all facilities on a daily basis to the central waste disposal area.

## (b) Organic waste

Refuse from food preparation and eating areas shall be collected and removed daily. Organic Waste shall be disposed of as per Domestic Waste.

## (c) Used oil and grease

Used oil and/or grease shall be removed from site and sold to an accepted used oil recycling company.

## (d) Hazardous waste

All hazardous waste shall be disposed of in an accepted hazardous waste disposal site and a disposal certificate supplied to the *Service Manager*.

## 5.10 Hook ups to existing works

Should the *Contractor* require interfacing his equipment to the Affected Facility, this will be done at the *Contractor's* cost based on approval by the *Service Manager*.

Compliance to the Eskom Life Saving procedure and Work at Height Standard, 32-418.

## 5.11 Tests and inspections

- Inspection sheets to be displayed at the required work areas.
- Supervisor to do inspections as per check list, and sign off as verified,
- All check lists and Supervisor reports are to be submitted to the *Service Manager* timeously.

### 5.11.1 Description of tests and inspections

Refer to **Employer's requirements for the service** above

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

N/A