



NEC3 Term Service Contract (TSC3)

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

and
(Reg No. _____)

for Provision of Non-Technical Services to Eskom Real Estate within Mpumalanga Operating Unit, **Mbombela zone and Office** for a period of 36 months

Contents:

Part C1 Agreements & Contract Data

Part C2 Pricing Data

Part C3 Scope of Work

Enquiry No. LP0087NM-R

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[•]
C1.2a Contract Data provided by the <i>Employer</i>	[•]
C1.2b Contract Data provided by the <i>Contractor</i>	[•]

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 Gardening Services to Eskom Real Estate for Mbombela zone & Office for a period of 36 months.

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.

		GARDENING SERVICE	
Options A	Mbombela Zone and Office	Gardening Services Mbombela zone & office- The offered total of the Prices exclusive of VAT is	R
		Sub total	R
		Value Added Tax @ 15% is	R
		The offered total of the amount due inclusive of VAT is ¹	R
		(in words)	

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*.

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		



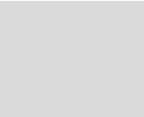
By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules,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

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

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

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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 and secondary Options	W1: Dispute resolution procedure
		X1: Price adjustment for inflation
		X2: Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1	The <i>Service Manager</i> is (name):	Ramson Mashile
	Address	Eskom Park, Watermeyer Street, Witbank, 1035
	Tel	+27 13 693 2244
	e-mail	N/A
11.2(2)	The Affected Property is	Mbombela Zone in the Mpumalanga Operating Unit
11.2(13)	The <i>service</i> is	Provision of Gardening Services Services to Eskom Real Estate , Mbombela Zone and Office

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

		for a period of 36 months
11.2(14)	The following matters will be included in the Risk Register	N/A
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	10 working days
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	One (1) weeks 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	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	between the 15th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	14 days after submission of invoices.
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</p>

		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.
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	N/A
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	as stated for "Format TSC3" available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance).
83.1	The <i>Employer</i> provides these additional insurances	as stated for "Format TSC3" available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance)
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands).
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.

10	Data for main Option clause		
A	Priced contract with price list		
20.5	The Contractor prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	Three (3) weeks.	
11	Data for Option W1		
W1.1	The Adjudicator	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).	
W1.2(3)	The Adjudicator nominating body 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 tribunal is:	arbitration	
W1.4(5)	The arbitration procedure is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.	
	The place where arbitration is to be held is	South Africa	
	The person or organisation who will choose an arbitrator	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.	
	- if the Parties cannot agree a choice or		
	- if the arbitration procedure does not state who selects an arbitrator, is		
12	Data for secondary Option clauses		
X1	Price adjustment for inflation	CPI to be applied	
X1.1	The base date for indices is		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for
		0.	[•]
		0.	[•]
		0.	[•]
		0.	[•]
		0.	[•]
		0.15	non-adjustable
		1.00	

X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
X17	Low service damages	
X17.1	R500.00 per day	
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	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on <i>http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</i>
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none"> • the total of the Prices at the Contract Date and • the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works / maintenance policies available on <i>http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</i>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for <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	1(One) month 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 Two working days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are Z1 to Z11 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 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 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 and interest. 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.

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. 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.

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

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.

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.

Annexure A: Insurance provided by the Employer

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

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

[http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_
From_1_April_2014_To_31_March_2015.aspx](http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx)

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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:	To be submitted to the Service Manager
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

PART 2: PRICING DATA

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

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

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

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

Format of the *price list*

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

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

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

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

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

The following appendixes are attached which the Contractor is expected to complete to justifying his rate under Cleaning Services and Gardening Service

Gardening:

- Cost Per Gardener– **Appendix A**
- Gardening Equipments – **Appendix B**

The above appendixes should be submitted with the Contractor's offer. The Contractor may alter the appendixes to suit his rate justification.

C2.2 the *price list*

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

Mandatory for evaluation and should be fully completed, signed and submitted with this tender where applicable. Failure to submit will render your tender non-responsive and will be disqualified.

Tenderers have options to price on the preferred zone. Failure to price on the preferred zone fully will render your tender non-responsive and will be disqualified for that specific zone.

All prices must also be submitted in soft copy (Ms Excel format) identical to the hard copy tender. This can be in a CD or Flash Drive / Memory Stick and clearly marked.

NOTE: Soft Copy is not the substitute for hard copies, and hard copies takes precedence over soft copies. As a result it is important to ensure accuracy of all hard copies. If hard copies are not delivered the supplier will be deemed non-responsive and they will be disqualified.

PRICE LIST – MBOMBELA ZONE AND OFFICE

GARDENING

Part 1 (APPENDIX A)

38 x GARDENERS – MBOMBELA ZONE

1 x GARDENER – MBOMBELA OFFICE

COST PER GARDENER				
ZONE Name: Mbombela				
Item	Description	Unit	Rate	Total
Total cost: labour per employee	Labour Costs (Gardener)			
1	Basic Salary	Item		
2	UIF	Item		
3	Provident fund	Item		
4	COID	Item		
5	Bonus	Item		
6	Uniform/PPE	Item		
7	Transport	Item		
Total cost other				
8	Reliever			
Total cost: overheads				
9	Admin cost			
10	Garden equipment (gardern tools, lawn mower, etc)			
Total cost per month per worker				
Total cost of labour @ 39 workers p/m				
Total cost of labour @ 39 workers p/a				

APPENDIX B

LIST OF GARDENING EQUIPMENT				
ZONE Name :Mbombela Zone				
A	Inclusive on labour			
Item	Decription	QTY	Rate	Total
	LIST OF GARDEN EQUIPMENT			
1	Lawn mowers	30		
2	Trimmer (Edge cutter/ bush cutter)	30		
3	Watering hospipe: 30m	30		
4	Wheel barrow	30		
5	Paving broom	30		
6	Prunning Scissors	30		
7	Fork	30		
8	Spade	30		
9	Rake(Steel & plastic)	30		
10	Pick	30		
11	Hand saw	30		
12	Watering cans	30		
13	Brush cutter	30		
14	Ride on mower	2		
15	Tractor Slasher for mowing	1		

	LIST OF PPE		Rate	Total
1	C/suits or overall for gardeners	2 x per year on anniversary		
2	Quality safety boots per gardener	1 x pair per year on anniversary		
3	Gloves	As and when required		
4	Dust musks	As and when required		
5	Face musks for Covid 19	As and when required		
6	Knee shield for gardeners	As and when required		
7	Googles	As and when required		
8	Ear plugs for gardeners	As and when required		

Name of company (.....)

Signature and date (.....)

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's Service Information</i>	2
	Total number of pages	3

C3.1: EMPLOYER'S SERVICE INFORMATION

1. Description of the service

1.1. Executive overview

The provision of **gardening** services at **Mbombela zone and Office** for a period of **36** months.

The works amongst others consist of supervision, labour, equipment necessary to carry out **gardening** services.

The listed facilities are current Eskom facilities that will require the **gardening services** (Non-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 procurement process. Tenderers are advised to visit the site prior tendering to ascertain the cleaning and gardening scope involved.

Mbombela Zone and Office

Offices	Number Of Gardeners		Total Resources Required
Mbombela Zone	39		
Total for Mbombela zone			39

1.1 Employer's requirements for the service

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

Garden services by gardeners

GRASS AREAS

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

FLOWER BED AREAS

All areas currently planted with shrubs and/or ground covers within the outer boundary fence line will be kept clean and neat. This will entail hand weeding, soil aeration and trimming of shrubs to maintain a groomed appearance.

PAVED AREAS

Sweeping of all the internal roads, weed killing on parking, walkways and paved areas is required on a regular basis, to ensure that they are clean at all times.

BANK AREAS

All banks are to be maintained on a regular, on-going basis and are to be maintained for the contract period. The grass undergrowth will be included in on-going maintenance.

WATERING

Sufficient hoses are to be supplied for hand watering and sprinkling of flower bed areas on an rotational basis. Free access to Eskom water point will be available. Sufficient clamps on hoses connecting from taps and sprinklers. No water leakage from hoses will be allowed.

REFUSE REMOVAL

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

CUTTING HEIGHT

Brush Cutters	Not less than 50mm Not more than 100mm
Push mowers	Not less than 20mm Not more than 40mm
Ride on mowers	Not less than 20mm Not less than 40mm

SAFETY

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

TRIMMING

All areas indicated at the site form part of this contract, the grass against the perimeter fence as well as around buildings, manholes, paths, concrete or brick structure, flower beds etc. is to be trimmed and shall be considered as part of the grass cutting operation.

REMOVAL OF CUTTINGS

The contractor is responsible for the removal of grass cuttings which are to be disposed off site.

SECURITY

The names and identity numbers of all workmen engaged in the work are to be submitted when the contract is awarded, and shall be amended as required. The contractor shall nominate a responsible person who will be in charge of the site, and who must be present at all times whilst grass is being cut.

OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS

Occupational Health and Safety Requirements to be met by Contractor and Sub-Contractor employed by Eskom. Contractor must comply with the provisions of the abovementioned act and other applicable legislation.

APPOINTMENT OF RESPONSIBLE PERSONS

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

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

In addition, the Contractor shall provide the Facilities Manager with the names of any safety representatives appointed in terms of Section 4.2.1.3 of the abovementioned Act and who has been given the responsibility of any site or sites falling under the terms of this contract.

EXPERIENCE

Tenderers will be required to provide evidence of their ability to carry out the work and their possession of adequate equipment including spare equipment for the work.

Equipment shall be made available for inspection and the Facilities Manager decision as to the adequacy of experience and equipment will be final.

Site Name	Gardeners
Acornhoek HUB	0
Barberton CNC	4
Buffelspruit CNC	1
Bushbuckridge CNC	1
Cottondale CNC	3
Figtree CNC	1
Greenvalley CNC	1
Hazyview HUB	0
Jerusalem CNC	1
Kabokweni CNC	1
Kanyamazane CNC	0
Kanyamazane HUB	0
Kiepersol CNC	2
KwaMhlushwa CNC	1
KwaMhlushwa HUB	0
Lydenburg CNC	3
Lydenburg TSC-EDFS Offices	0
Malelane CNC	3
Malelane HUB	1
Marathon CNC	1
Marathon West CNC	1
Matsulu CNC	1
MEW Mpumalanga Camps	0
Mkhuhlu CNC	1
Sabie CNC	2
Sterkspruit	8
Thulamahashe CNC	1
TOTAL	38

Site Name	Gardener
48 Brown Street Offices	
Orion Building 19 Ferreira	1
TOTAL	1

1.2 Interpretation and terminology

N/A

Note: Tenderers to indicate the Zone Tendering for on the first page of the NEC document.

2. Management strategy and start up.

2.1. The Contractor's plan for the service

The Contractor shall ensure that the service is supervised at all time. Wherein the Director of the Contractor is not directly managing the works, the Director is expected to visit the site twice a month and complete an inspection form which will include recommendation on the improvement of the provision of service. The *Service Manager* reserves the right to request the aforementioned copied of inspection.

2.2. Management meetings

Meetings will be scheduled by the Eskom Real Estate should a need arises.

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.

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:
Risk register and compensation events	As required	Eskom offices	Both parties
Overall contract progress and feedback	Monthly	Eskom offices	<i>Both parties</i>

2.3. Contractor's management, supervision and key people

- The Contractor keeps up to date organogramme on site showing his people and their lines of authority / communication.
- The Contractor keeps a daily attendance register, which must be signed off by the Contractor on monthly basis and filed for audit purposes.
- **Annual\Sick\Maternity\Family responsibility leave:**
 - When a staff member is off sick or on leave, **Contractor must arrange for reliever**, which will be paid by the Contractor and not the employee who is on leave.
 - Payment for the reliever will be for the Contractor and not the employee who is on leave.

- **Absence:**
 - When a staff member is absent, Contractor must arrange for reliever, which will be paid by the Contractor and not the employee who is absent.
- **Employee Salaries:**
 - Salaries of all the contractor staff must be in their bank accounts on the last working day of the month. Non-compliance will be considered as breach of contract.
 - Bonuses of all contractor staff must be in their bank accounts on 20 December of each year. Non-compliance will be considered as breach of contract.
 - Salaries and bonuses paid to the workers must be in accordance with the minimum prescribed wages as per the Labour Relations Act.
 - Payslips for each employee is compulsory and it must be according to the labour law standards.
- **Job Output:**
 - Every worker must have a job output describing in detail all duties to be performed by that person every day. The working hours, coffee/tea breaks, etc. must also be included in this job output.
 - The Contractor staff may not do any private jobs for Eskom employees, such as washing cars, doing shopping, acting as messengers, etc. during working hours. A Non-Conformance will be issued to the contractor if employee does not adhere to the above.
 - No alcohol, fire arms, knives and other life threatening objects are allowed on the Eskom premises.
- **Contractor's responsibility:**
 - In the execution of his duties, it is expected of the supplier to comply with Eskom Distribution Standard entitles Occupational Health Contractors Reference ESKASAAP4 (Rev1) (copy available on request).
 - The Contractor must comply with the Occupational Health and Safety Act and Compensation of Occupational Injuries and Safety Act and Compensation of occupational Injuries and Diseases Act.
 - The prices quoted by the Contractor will be revised each year according to the Option X1.
 - All the supplier's employees must be registered for UIF, Provident Fund and Workman's Compensation.
 - Induction is compulsory and will be done yearly by Eskom, but the Contractor will be liable for transport to the venue.
 - Yearly medicals are compulsory and proof must be handed in.
- **UNIFORMS AND PROTECTIVE CLOTHING**
 - The contractor will supply all his staff with clothing of uniform colour and styles, clearly marked with the Company's name:
 - The Contractor must provide 2 sets of 2 piece overalls each year.
 - The Contractor must provide two pairs of safety shoes- Steel tip, close top SABS approved with rubber sole- NO SLIP-ON'S each year.
 - The Contractor must provide two jerseys and two dry mac's for rainy and winter seasons.
 - It is the Contractor's responsibility to maintain the clothing in a neat, tidy and clean condition at all times.
 - All uniforms are to be replaced as and when necessary. This does not mean only at the beginning of each financial year.
 - All machine operators will be equipped with safety helmets, eye and ear protectors and safety boots.
 - The Contractor shall ensure that all staff members are wearing the correct uniform at all times whilst on site.

- Head gear/hats will be standardized and shall be considered part of the staff member uniform. However, hats are not required to be worn at all times.

All of the above must be in the correct sizes to fit the employee. Employees will not be allowed on Eskom premises without the correct PPE.

2.4. Provision of bonds and guarantees

N/A

2.5. Documentation control

All contractual Documentation must have relevant contract number and Purchase Order Number as reference as per Eskom Holdings SOC Limited Standards . Contractual communications will be in the form of properly compiled letters, letters attached to emails, emails, NEC3 template and urgent contractor meetings can be in the form of sms. The use of sms's, emails does not override the use of applicable and relevant NEC3 standard templates, forms and Eskom Holdings SOC Limited procedures.

2.6. Invoicing and payment

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.

Each invoice shall contain the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- Purchase order number;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- *Employer's* name should be stated **Eskom Holdings SOC Limited**
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- (add other as required)

Electronic submission of invoices via e-mail:

Details on how to submit invoices and additional information:

- Ensure that the Eskom order number is clearly indicated on your invoice together with the line number on the order you are billing for.
- All Electronic invoices must be sent in PDF format only.
- Each PDF file should contain one invoice; or one debit note; or one credit note only as Eskom's SAP system does not support more than one PDF being linked into workflow at a time.
- **Only one PDF file per email. (one invoice or debit note or credit note)**
- Send all invoices in PDF straight from your system to an Eskom email address (see email addresses below)
- For Foreign invoices, suppliers will still be required to physically deliver hard copies of original documents to the respective documentation management centers even though you have e-mailed those invoices (**Eskom is still seeking clarity from the South African Reserve Bank regarding e-invoicing for Foreign Invoices or invoices in foreign currency. Current requirements are**

that these manual invoices should still be submitted. You can send the invoice copy to the email addresses indicated below).

- **Please ensure that you comply with the tax Requirement for submitting invoices electronically.**
- If there is Cost Price Adjustment (CPA) on your invoice we recommend that you issue a separate invoice for CPA so that if there are any issues on the CPA the rest of the invoice can be paid while resolving the CPA issues.
- Introduction of electronic invoicing does not guarantee payment but will ensure visibility of all invoices and ensure that no invoices get lost. If the goods receipt is not done the invoice will be parked and the system will automatically send an e-mail to the end user to do the goods receipt. This is also tracked by Eskom through the park invoice report.
- Your company can request a park invoice report from the Finance Shared Services (FSS) contact centre which can then be followed up and corrected. You are welcome to forward the details of invoices corrected to the FSS contact centre.
- Email address for invoice submission:
invoiceseskomlocal@eskom.co.za

2.7. Contract change management

No additional requirement to than what has already been specified.

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

For the purpose of Compensation Events the Contractor keeps provide a copy of the invoice/quotation to the Employer.

2.9. Insurance provided by the *Employer*

The insurance provided by the Employer, is addressed under the contract data.

2.10. Training workshops and technology transfer

The Contractor provides his employees with relevant training for them to execute the Service in accordance with the contract.

2.11. Design and supply of Equipment

Not applicable.

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

2.12.1 Equipment

Not applicable.

2.12.2 Information and other things

Not applicable.

2.13. Management of work done by Task Order

Not applicable.

3. Health and safety, the environment and quality assurance

Eskom Distribution has an approved procedure which provides employees/contractors with guidance regarding the management of incidents. This is a business procedure that requires all employees/contractors to adhere to and comply with.

Any incident that occurs within the business should be communicated using the Flash report. The Flash report should be completed and reported within 24 hours to the Service Manager.

3.1. Life Saving Rules

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 Life Saving Rules 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*

3.2. Specifications

The attached documents form part of this legal binding contract, the *Contractor* confirms that he has familiarized himself with all the embedded documents from 1 to 12 as indicated.

Do not print and send them when returning this contract

<u>No</u>	<u>UNIQUE IDENTIFIER</u>	<u>REVISION</u>	<u>DOCUMENT TITLE</u>
1	32 - 727	0	SAFETY, HEALTH, ENVIRONMENT AND QUALITY (SHEQ) POLICY 32-727  1_Eskom SHEQ Policy 32-727.pdf
2	32 - 136	0	CONSTRUCTION SAFETY HEALTH AND ENVIRONMENTAL MANAGEMENT  2_Construction Safety Health and En
3	32-524	0	DEVELOPING A SAFETY, HEALTH AND ENVIRONMENTAL SPECIFICATION  3_Developing a Safety, Health and En

4	34 - 333	1	HEALTH AND SAFETY REQUIREMENTS TO BE MET BY PRINCIPAL CONTRACTORS EMPLOYED BY ESKOM DISTRIBUTION 34-333  4_Health and Safety Requirements to be n
5	32 - 421	1	ESKOM CARDINAL RULES 32-421  5_Eskom Cardinal Rules (32-421).pdf
6	CONSTRUCTION REG 3		NOTIFICATION OF CONSTRUCTION WORK TO DEPARTMENT OF LABOUR  6_Notification of Construction Work to
7	CONSTRUCTION REG 4 & 5		APPOINTMENT LETTERS FOR CLIENT REPRESENTATIVE, PRINCIPAL CONTRACTOR & CONTRACTOR  7_Appointment letters for Client repr
8 & 9	OHS ACT		WRITTEN AGREEMENT ON OHS ACT SECTION 37(2) & STANDARD CLAUSE   8 Written agreement on OHS A 9 Standard clause Eskom Contracts Sect
10, 11 & 12	34 - 1063	0	EXPANDED PUBLIC WORKS REPORT 34-1063.    10_34-1063 EPWP Works Instruction.pdf 11_EPWP Guidelines Second edition 2005. Eskom EPWP report template rev 6.xls
13	<u>DST 34-961</u>	0	LEGAL APPOINTMENTS AND AUTHORIZATIONS  13_Legal Appointments and Au
14	TPC 41-55		TRANSPORTING PERSONS ON BACK OF VEHICLES  14_Transporting of Passengers on the ba
15	QUALITY REQUIREMENTS		 QM-58 Supplier Contract Quality Requi QM 58 LINK

The contractor is to supply confirmation of access to the Eskom Web in order to access standards, procedures and bulletins. The contractor must supply his access number or must supply his access number.....
For further details please contact, Johan Scholtz Tel: (011) 629 5624 Fax :086 662 9438 email: scholtjf@eskom.co.za

Acknowledgement by Contractor

I/WE, DO HEREBY ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE ABOVE ANNEXED DOCUMENTS FROM 1 TO 12 IN PART **C3** OF THIS CONTRACT.

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

SIGNED AT: ON THE DAY OF20.....

Title	Date or revision	Tick publicly available if
OCCUPATIONAL HEALTH AND SAFETY STANDARD FOR CONTRACTORS AND SUBCONTRACTORS WORKING FOR ESKOM	DISPVABF3	
PROCEDURE FOR REFUSAL TO WORK ON GROUNDS OF HEALTH AND SAFETY	SCSPVABP6 REV 0	
CONTRACTOR HEALTH AND SAFETY PLAN – TO BE COMPLETED AND SUBMITTED AT TENDER STAGE		
CONSTRUCTION, SAFETY, HEALTH AND ENVIRONMENT MANAGEMENT IN ESKOM	EPC 32-136 REV0	
ACKNOWLEDGEMENT OF OCCUPATIONAL HEALTH AND SAFETY STANDARD FOR CONTRACTORS AND SUBCONTRACTORS WORKING FOR ESKOM		
GOVERNMENT OCCUPATIONAL HEALTH AND SAFETY ACT – CONSTRUCTION REGULATIONS	PUBLICLY AVAILABLE	
TRAINING, TESTING AND AUTHORIZATION OF PERSONS FOR THE OPERATION AND MAINTENANCE OF THE POWER SYSTEM	SCSPVABN2	
THE TRAINING LOGBOOKS FOR AUTHORIZATION OF PERSONS FOR HIGH-VOLTAGE	SCSAMAEE5 REV 1	
PROCEDURE TO FOLLOW WHEN THE INTEGRITY OF EARTH CONTINUITY CONDUCTOR CONNECTING APPARATUS TO THE EARTH MAT IS SUSPECT	SCSPVABFO REV 0	
IDENTIFYING, ANALYSING, DOCUMENTING AND OBSERVING DANGEROUS / HAZARDOUS TASKS	SCSPVACKO REV 0	
REPORTING, RECORDING AND INVESTIGATION OF INCIDENTS	ESKPVABN9 REV 1	
PROCEDURE FOR BARRICADING	SCSPVABF4 REV 0	
STANDARD FOR THE CONTROL AND APPLICATIONS OF MASTER LOCKS AND ISSUE OF MASTER KEYS	SCSASAAU1 REV 0	
ROUTINE INSPECTIONS OF ELECTRICAL EQUIPMENT	SCSASABA8 REV 0	
CLEARING AND MAINTENANCE OF SERVITUDE ROUTES SCSASAAZ9 REV 0 TRAINING, TESTING AND AUTHORIZATION OF PERSONS FOR THE OPERATION AND MAINTENANCE OF THE POWER SYSTEM	SCSPVABN2 REV 0	
STANDARD APPLICABLE TO CONTRACTORS WORKING IN CLOSE PROXIMITY TO LIVE APPARATUS	SCSASAAW8 REV 1	
PROCEDURE FOR THE IDENTIFICATION OF RISK PRIOR TO THE COMMENCEMENT OF WORK	SCSPVABB2 REV 1	
STANDARD FOR THE USE OF EQUIPOTENTIAL EARTH FOOTPLATES	SCSASAAU5 REV 0	
MV AND LV POLE IDENTIFICATION	SCSASABZ5	
ACCESS TO FARMS	DGL_34-190	
BUSINESS CONDUCT POLICY AND GUIDELINES	ESKPBAAN4 REV1	
LOCAL STANDARD FOR THE OPERATING OF HIGH CUTTER / CHAIN SAW	NETOM7 REV 0	
RELEVANT STANDARDS AS LISTED IN THE DOCUMENT CALLED THE DESIGN DOCUMENT		
PROCEDURE FOR THE REPORTING, INVESTIGATION, COSTING AND FOLLOW UP ON INCIDENTS AND ACCIDENTS	DPC -34-350	
ENVIRONMENTAL LIAISON COMMITTEE (ELC) PERFORMANCE INDICATOR REPORTING PROCESS	EPC -32 -249	

SAFETY ,HEALTH AND ENVIRONMENTAL POLICY	EPL 32-94	
EMP GUIDELINE	EPC 32-248	
WASTE MANAGEMENT PROCEDURE	EPC 32-245	
PROCEDURE FOR CLEARING VEGETATION AND MAINTENANCE WITHIN OVERHEAD POWERLINES	EPC 32-247	
HERBICIDES MANAGEMENT	ESKPBAAD4	
ESKOM STANDARD ON THE SAFE USE OF PESTICIDES AND HERBICIDES	ESKASAAL0	
RECOMMENDED HERBICIDES	DISTIZAB4	

The contractor is to supply confirmation of access to the Eskom Web in order to access standards, procedures and bulletins. The contractor must supply his access number

access number.....

**For further details please contact, Johan Scholtz Tel: (011) 629 5624 Fax :086 662 9438
email: scholtj@eskom.co.za**

Acknowledgement by Contractor

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

SIGNED AT: ON THE DAY OF20.....

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

4. Constraints on how the Contractor Provides the Works

Quality Plan

- The Contractor needs to submit a quality plan indicating the control points for quality to ensure that the works are done according to specification.
- The Contractor is required to employ a competent Supervisor or Foreman on site for the duration of the project 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.

Interaction with Customers / Parties affected

- The Contractor shall be responsible for negotiation with customers with regard to use of access routes on farms etc.

- The Contractor will be responsible for negotiation with land or business owners and / or the Local Authority with regard to the works.
- The Contractor will be responsible for external disputes which may occur with regard to the works.
- The Contractor is required to make all the necessary arrangements with the Local Authorities for road crossing structures and removal thereof, eg. Removal of pavements, thrust boring under roads, way leaves, etc.

Payment

- The Contractor will submit his claim as per the NEC Payment Certificate format as attached to this contract with supporting Bill of Quantities on the assessment day. The Contract Number must be clearly visible on the NEC Payment Certificate.
- The Employer will assess Payment certificates on actual work completed. Any possible issues regarding the claim will be addressed by the Employer to the Contractor.
- On acceptance of the Payment Certificate by the Employer the Contractor submits his invoice as agreed upon with the Employer. Payment will take place as per the NEC Conditions of Contract.

Performance Management

- The Contractor's Performance will be assessed in accordance with a Performance Appraisal Process.

Health and Safety Management

- The Contractor shall comply with:
 - o The Occupational Health and Safety Act, 1993, and all regulations made there under as per the standard clause A1, stipulated on page 4 of this contract.
 - o The Construction Regulations, 2003.
 - o The Health and Safety Requirements of the Employer more fully set out in Distribution Standards DISPVABF3 (The Contractor will sign the attached pages of the specification as acknowledgement of receipt and adherence) and SCSPVABN2.
 - o All Eskom Safety and Operating Procedures as outlined in the ORHVS (Operating Regulations on High Voltage Systems) and the standards attached to this document.
- The Contractor acknowledges that he is fully aware of the requirements of all of the above and undertakes to employ people who have been duly authorized in terms thereof and who have received sufficient safety training to ensure that they can comply therewith.
- The Contractor undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures
- The Contractor shall ensure that a team member of the Contractor is authorized as a Responsible Person in terms of the ORHVS. This includes the completion of all the pre-authorization training required for ORHVS Responsible Person (at the Contractor's expense) as detailed in SCSPVBN2. The Responsible Person shall supervise the works at all times and be available to take permits where necessary.
- The Contractor shall ensure that the Responsible person completes a training logbook (as per SCSPVBN2) and arrange with the appropriate Eskom representative (Victor Madladlamba) for evaluation of the authorized person prior to the Construction start date. This needs to be arranged by the Contractor.
- The Contractor shall appoint a person who will liaise with the Eskom Safety Officer responsible for the premises relevant to this contract. The person so appointed shall:
 - o supply the Eskom Safety Officer with copies of minutes of all Health and Safety Committee meetings (if relevant), on a monthly basis.
 - o supply the Eskom Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall advise the Eskom Safety Officer of any changes thereto – to be handed over to the Employer prior to construction start.
- Eskom may, at any stage during the currency of this agreement, be entitled to;
 - o do safety audits at the Contractor's premises, its work-places and on its employees;

- o refuse any employee, sub-contractor or agent of the Contractor access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorized or qualified in terms of the Act
- o issue the Contractor with a work stop order or a compliance order should Eskom become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures referred to in 1 above by the Contractor or any of its employees, sub-contractors or agents.
- No extension of time will be allowed as a result of any action taken by Eskom in terms of the above and the Contractor shall have no claim against Eskom as a result thereof. Furthermore, no amendments to the Act or the Regulations or reasonable amendment to Eskom's Safety and Operating Procedures will entitle the Contractor to claim any additional costs incurred in complying therewith from Eskom.
- An authorized Eskom representative will be on site for regular site visits to monitor the Contractor's implementation of health, safety and quality Standards.
- The works to be enclosed with chevron barricade tape supplied and installed by the Contractor and set out by the Employer.
- The Contractor shall be responsible for all expenses incurred to ensure adherence to Health and Safety Regulations as stipulated above which includes but is not restricted to ORHVS training courses, etc.
- The Contractor shall adhere to the Standard on Working Clearances at MV Structures with pole-mounted auxiliary equipment as attached to this contract.
- The Contractor shall comply with all the requirements of the CONSTRUCTION REGULATIONS.
 Please Note: (Before carrying out work, Contractor to notify the provincial director in writing of the construction work if it is exceeding the limits as listed in the Construction Regulations)
- It is an Eskom requirement that the Contractor shall use a Fall Arrest System (FAS) as defined in the Construction Regulations whenever a risk of falling exists. The Contractor shall adhere to the applicable standards and procedures attached to this contract.
- Typically, the following identified risks could endanger the work as done by the Contractor. The Contractor should identify mitigation actions for these risks, as well as identify any additional risks and submit at tender:
- The Contractor shall submit a Safety Plan at Tender stage.

Construction Safety

- The Contractor shall be responsible for ensuring that all equipment supplied and used and all work carried out under this contract shall be in accordance with the Occupational Health and Safety Act (Act 85 of 1993) and regulations remaining in force, as may be amended from time to time.
- In addition, the Contractor shall comply with other Safety application provisions of Government, Provincial, Municipal Safety Laws, Building, Construction, Electricity Regulations and Eskom Distribution Standards.
- The Contractor shall accept full responsibility for the means, methods, sequence or procedures of construction for safety precautions or programmes incident to the work of the contractor.
- The Contractor is required to submit a working methodology statement with regards to the Safety Standards while working within hazardous areas such as live substations or in close proximity of energized apparatus.
- The Contractor shall indemnify the employer and the Engineer against responsibility for safety on the site of the works.
- The Contractor shall enter into an agreement to complete the work required for the construction of the works in accordance with the provisions of all pertinent legislation and in particular with the provisions of the Occupational Health and Safety Act (Act 85 of 1993) and the regulations promulgated there under.
- Reference of the Safety Methodology Statement can be found in the Government Occupational Health and Safety Act (Act 8 of 1993) and Construction Regulations Document which is available publicly.
- The safety of the Contractors personnel and employees acquire precedence over the construction works.
- Contractor to assess and make provision for security services to protect the demolished material should the need arise

Compensation for Occupational Injury and Diseases Act

- The Contractor shall submit with his tender proof of adherence to the above act.
 General Environmental Management Requirements

- The Contractor shall receive an Environmental Management Plan –EMP (normally as part of the DESD) and must adhere to all its requirements.
- Contractor to provide toilet facilities, water and electricity.
- All environmental legal Liabilities and claims arising from the negligent activities of the Contractor shall be for the Contractors expense.
- The Contractor shall have an understanding of Eskom's basic environmental principles and commitments (covered during Eskom Environmental Law Course)

General

- Except for site management and specialised 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 Employer
 - All Construction work shall be carried out in accordance with all the statutory requirements applicable to the area, 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 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 and programme.
-
- The Employer reserves the right to remove certain sections from the detailed scope of works as described in this contract

Supplying cleaning material

The supplier shall ensure:

- That products sold to Eskom is not in contravention of any international or national environmental treaty, agreement or environmental legislation.
- That products sold to Eskom are biodegradable,
- That material data sheets are provided for all products as well as an assurance letter providing assurance in terms of above two bullets.
- That a service be provided for the re-use or safe disposal of hazardous substances

Title to site materials

The Contractor ensures that during the period of procurement and installation, all materials and part of the plant are suitably stored on site in such a manner as to prevent damage by weather, fire, manhandling, corrosion, theft and any other peril. The cost of providing necessary protection, storing, handling and security is borne by the Contractor for the duration of this contract.

The Contractor returns all un-used spares to the Employer store.

4.1 Meetings

Regular meetings to be held such as safety and planning meetings, early warning and compensation event meetings every week

4.2 Use of standard forms

Contracting parties must use NEC3 standard forms available in the Eskom Intranet for the administration of the contract

4.3 Invoicing and payment

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

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

Name and address of the *Contractor*

The contract number and title;

Contractor's VAT registration number;

The *Employer's* VAT registration number 4740101508;

The total 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 and including VAT;

(add other as required)

The *Contractor* attaches the detail assessment of the amount due to each tax invoice showing the Price for Work Done to Date for each item in the Price List for work which he has completed.

A. ACCOUNTS AND RECORDS

IN ORDER THAT THE *PROJECT MANAGER* MAY ASSESS THE AMOUNT DUE AT EACH *ASSESSMENT DATE*, THE *CONTRACTOR* IS TO SUBMIT THE FOLLOWING INFORMATION IN THE FORMAT AND NUMBER OF COPIES STATED

- **SARS** Requirements
- *Tax Invoice should be displayed in a prominent place on all invoices.*
- *Eskom's name should be stated ""Eskom Holdings SOC Limited.""*
- *"Mpumalanga Operating Unit" should be displayed.*
- *Address and VAT registration of the recipient (that means Eskom address and vat number)*
- *Name, Address and Vat number of the contractor must be displayed.*
- *An individual serial number (tax invoice number) and date issued.*
- *A description of goods and/or services supplied must be showed on the invoice. refer to the specific activity stage and item no, as stated in the price schedule. clearly state the quantity or volume of goods or services supplied and the tender price for each item, the amount of the current claim for each item, the amount previously claimed for each item and the amount due for each item.*
- *The quantity or volume of goods or services supplied.*
- *The VAT amount showed on each invoice.*
- *Where the contractor is not registered for vat the invoice must state only invoice in a prominent place*
- *In addition to the above, the employer's cost allocation or contract order number must be displayed.*
- *Examples of payment certificates and tax invoices for the Eskom NEC Engineering & Construction Short Contract are shown on the next page of this contract.*

4.4 Records of Defined Cost

In order to substantiate the Defined Cost of compensation events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, Plant and Materials, work subcontracted by the *Contractor* and Equipment. A site diary will be required.

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

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the *Contractor's* ASGI-SA Compliance Schedule

The *Contractor* shall keep accurate records and provide the *Employer* with reports on the *Contractor's* actual delivery against the above stated ASGI-SA criteria

The *Contractor's* failure to comply with his ASGI-SA obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

4.6 BBBEE and Preferencing Scheme

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. The *Employer* reserve the right to terminate the contract if the *Contractor* status change to

4.7 Facilities to be provided by the *Contractor*

N/A

4.8 Title to material from excavation and demolition

N/A

4.9 Designs by the *Contractor*

N/A

5. Requirements for the programme

- The *Contractor* shall also provide an organisation chart **showing the personnel to be employed for the works**, along with a detailed CV of all key personnel.

OTHER INFORMATION TO BE SHOWN ON THE PROGRAM.

The following Statutory non-working days are included within the contract period:

- ☐ All Public Holidays for the duration of the contract.
- The programme must clearly indicate the non-working days for the entire construction period.

6. Services and other things provided by the *Employer*

Item	Date by which it will be provided
None	

7. Life Saving rules

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.

The five Eskom Life Saving Rules are as follows:

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

Rule 2:*Hock up at height*

Rule 3:*Buckle Up*

Rule 4*Be Sober*

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

ACCEPTANCE NOTE

I/WE _____ HEREBY ACCEPT/REJECT THE ABOVE TERM FOR BREACHING OF
ESKOM LIFE SAVING RULES.

SIGNED BY: _____ DATE: ____ / ____ / ____ /

C4: Site Information

C4.1: Information about the *site* at time of tender which may affect the work in this contract

1. Access limitations

None

2. Ground conditions in areas affected by work in this contract

None

3. Hidden and other services within the *site*

None

4. Details of existing buildings / facilities which *Contractor* is required to work on

None

LEGAL COMPLIANCE GUIDE IN COMPLIANCE TO CONSTRUCTION REGULATION

1. CLIENT RESPONSIBILITIES

(PLEASE INDICATE WITH A (√) IN THE **YES** OR **NO** BOX TO THE FOLLOWING QUESTIONS)

	YES	No
1. PREPARED THE HEALTH AND SAFETY SPECIFICATION	<input type="checkbox"/>	<input type="checkbox"/>
2. PROVIDE ANY OTHER INFORMATION RELEVANT TO THE PRINCIPAL CONTRACTOR THAT MIGHT IMPACT ON THE HEALTH AND SAFETY OF PERSONS DURING THE EXECUTION PHASE	<input type="checkbox"/>	<input type="checkbox"/>

2. PRINCIPAL CONTRACTOR RESPONSIBILITIES

(PLEASE INDICATE WITH A (√) IN THE **YES** OR **NO** BOX TO THE FOLLOWING QUESTIONS)

	YES	No
1. REGISTERED AND IN GOOD STANDING WITH THE COMPENSATION COMMISSIONER	<input type="checkbox"/>	<input type="checkbox"/>
2. PREPARED AND SUBMITTED THE HEALTH AND SAFETY PLAN DURING TENDERING	<input type="checkbox"/>	<input type="checkbox"/>
3. PROVIDED COST OF HEALTH AND SAFETY DURING TENDERING	<input type="checkbox"/>	<input type="checkbox"/>
4. CLAUSE INDICATING THAT THE SAFETY FILE TO BE SUBMITTED TO CLIENT UPON COMPLETION OF THE PROJECT (PROJECT MANAGER)	<input type="checkbox"/>	<input type="checkbox"/>

(FLASH REPORT)

Model Eskom Employee Incident Notification Form

Urgent flash report to be GroupWised to Regional Risk Manager (to be reported before the end of shift or day)

REGION: DEPARTMENT:

UNIT/SECTION:

EXACT LOCATION OF INCIDENT:

MANAGER/SUPERVISOR:

TELEPHONE NUMBER: CODE: NO:

FAX NUMBER: CODE: NO:

DATE OF INCIDENT: TIME OF INCIDENT:

INJURY TYPE:

FATAL ☐ DISABLING INJURY DISEASE ☐ MEDICAL CASE ☐ FIRST AID ☐ OCCUPATIONAL ☐

INCIDENT TYPE:

ELECTRICAL CONTACT ☐ VEHICLE INCIDENT ☐ ENVIRONMENTAL INCIDENT ☐ FIRE/EXPLOSION INCIDENT ☐

BRIEF DESCRIPTION OF INCIDENT:

.....

.....

FULL NAMES OF INJURED/DECEASED PERSONS:

1 3

2 4

FULL NAME(S) OF THE DRIVER(S):

(Eskom) (Third party)

MOTOR VEHICLE(S) REGISTRATION NUMBER(S):

(Eskom) (Third party)

WITNESSES

1. 3

SUBSTANCE ABUSE TEST RESULTS

Positi

Negati

REPORTED BY: TEL NO: DATE: