



NEC3 Term Service Contract (TSC3)

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

and _____
(Reg No. _____)

for **Kimberley Zone Facilities technical service and
maintenance for Eskom Holdings NCOU**

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CONTRACT No. _____

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

Offer

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

Kimberley Zone technical service and maintenance for Eskom Holdings NCOU

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

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

Options A	The offered total of the Prices exclusive of VAT is	Rate Only
	Sub total	Rate Only
	Value Added Tax @ 15% is	Rate Only
	The offered total of the amount due inclusive of VAT is ¹	Rate Only
	(in words) [as per agreed rates]	

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

Signature(s) _____
Name(s) _____
Capacity _____

For the tenderer:

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

Date

witness

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

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

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		
8		

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

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

For the tenderer:

Signature

Name

Capacity

On behalf of (Insert name and address of organisation)

Name & signature of witness

Date

For the Employer

.....

.....

.....

(Insert name and address of organisation)

.....

.....

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
		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):	
	Address	
	Tel	
	Fax	
	e-mail	

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

11.2(2)	The Affected Property is	Multiple Properties in the Northern Cape
11.2(13)	The <i>service</i> is	Kimberley Zone technical service and maintenance for Eskom Holdings NCOU
11.2(14)	The following matters will be included in the Risk Register	<i>The Risk Register is of risks which are listed in this contract and the risks which the Service Manager or the Contractor has notified as an early warning matter. It includes a description of the risk and a description of the actions which are to be taken to avoid or reduce the risk</i>
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	3 days
2	The Contractor's main responsibilities	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
21.1	The Contractor submits a first plan for acceptance within	1 week of contract being issued
3	Time	
30.1	The <i>starting date</i> is.	TBA
30.1	The <i>service period</i> is	TBA
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this contract
5	Payment	
50.1	The <i>assessment interval</i> is	between the 25th 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	4 weeks.
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and

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	1. 10 % Retention will be deducted for each task order (for each payment) 2. 5% Will be released at the completion of each task. 3. Remaining 5% will released at the end of the defect period (52 Weeks)
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 <i>Contractor</i> provides these additional insurances:	The contractor shall ensure that they submit a copy of their company Insurances at tender stage, this should include, Contractor All risk, public liability and third party insurances
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	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 insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i>	
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	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.

Service for any one event is:		
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 <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	Monthly
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Northern Cape, South Africa
	The person or organisation who will choose an arbitrator	
	if the Parties cannot agree a choice or	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	if the arbitration procedure does not state who selects an arbitrator, is	

12	Data for secondary Option clauses	
X1	Price adjustment for inflation	Reviewed per annum at the anniversary of the <i>starting date</i> of this contract
X1.1	The <i>base date</i> for indices is	This Contract will be fixed rates for first year and subject to CPI escalation for the remaining period. CPI escalation will be applied at the anniversary of this contract date and for each respective year thereafter
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.
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 http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works / maintenance policies available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for Defects due to his design, plan and specification, Defects due to manufacture and fabrication outside the Affected Property, loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), death of or injury to a person and

		infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	6 months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	2 days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	Z1 to 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 Confidentiality

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

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

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

Z8 Notifying compensation events

- Z8.1 Delete the last paragraph of core clause 61.3 and replace with:
- If the *Contractor* does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.
-

Z9 Employer's limitation of liability

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

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

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

Z11 Ethics

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

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

Committing Party	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

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

Z 11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Service for this reason.

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

Z 11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Annexure A: Insurance provided by the Employer

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

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.

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.

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.

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.

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.

Further information and full details of all Eskom provided policies and procedures may be obtained from:

From_1_April_2014_To_31_March_2015.aspx

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Notes to a tendering contractor:

Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)³ in order to understand the implications of this Data which the tenderer is required to complete.

The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.

Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):	_____
	Address	_____
	Tel No.	_____
	Fax No.	_____
11.2(8)	The <i>direct fee percentage</i> is	% _____
	The <i>subcontracted fee percentage</i> is	% _____
11.2(14)	The following matters will be included in the Risk Register	_____ _____
11.2(15)	The Service Information for the <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:	_____

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

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 *price list* 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	2
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
		1. the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and 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.
		(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.

For the purpose of the tender, the Contractor will complete the rate column with rates based on a unit measure [i.e. quantity of 1(one)] . Actual quantities of the items will only be inserted when issuing Task Orders.

C2.2 the *price list*

The price list is as follows/ contained in

Refer to Annexure A documents.

Executive overview

The listed facilities are current Eskom facilities that will require the service, however the tenderer is to be informed that the below areas are subject to change.

NC SITE	PURPOSE	ADDRESS	SECTOR
Colesberg	HUB	Church Street, Energy Centre	Karoo
Colesberg	CNC	HS van der Walt Street	Karoo
Colesberg	Stores	Van der Walt street	Karoo
De Aar	CNC	Voortrekker Road	Karoo
Petrusville	CNC	Petrusville CNC	Karoo
Prieska	CNC	Hedley Street Prieska	Karoo
Carnarvon	CNC	Industrial	Karoo
Blankenbergvlei	Corporate office	Boshof road	Harts
Jankempdorp	CNC	Industrial area	Harts
Pampierstad	CNC	Lower majeakgoro	Harts
Barklewest	CNC	Industrial road	Harts
Douglas	CNC	473 De Villers	Harts

NB: Kindly open the FMS 2021 BOQ Technical Master NCOU to fill in your pricing.

NOTE: Kilometer base point is Kimberley (applicable only if more than a 50km radius from Contractor's Base)
(No claim for travel time will be paid for employees)

Any additional /exclusion shall be communicated in writing following the process. Tenderers are advised, but not compulsory, to visit the site prior tendering to familiarise themselves with magnitude of the possible work.

PART 3: SCOPE OF WORK

The scope of work to be performed for the different Trades includes but is not limited to the following: The repairs to and maintaining of various defective items on the buildings/sites in the Western Cape Operating Unit

Appendix 1

The appendix 1 will provide an overview of the geographic footprint (but not limited to) and approximate size of buildings to be maintained, therefore economies of scale should apply.

Description of the service

ELECTRICAL:

Repairs, maintenance and alterations to: electrical installations, reticulation and equipment, pumps and motors and legal compliance requirements. Monthly check on electrical items including written report

ELECTRICAL DISTRIBUTION BOARDS:

MAIN AND SUB ELECTRICAL DISTRIBUTION BOARDS: Full inspection, service, maintenance, cleaning and repairs on main and sub electrical distribution boards, incl. written report

REFRIGERATION DISTRIBUTION BOARDS: Full inspection, service, maintenance, cleaning and repairs on refrigeration distribution boards, incl. written report

HEATING DISTRIBUTION BOARDS: Full inspection, service, maintenance, cleaning and repairs on heating distribution boards, incl. written report

SUMP PUMP DISTRIBUTION BOARDS/CONTROL PANELS: Full inspection, service, maintenance, cleaning and repairs on sump pump distribution boards and control panels, incl. written report

POWER FACTOR CORRECTION ON DISTRIBUTION BOARDS: Full inspection, service, maintenance, cleaning and repairs on the power factor correction system installed on the Main Air-conditioning Distribution Board and Air-conditioning Distribution Board, incl. written report

INFRA-RED SCANNING: Infra-red scanning service, incl. written report

MAIN SWITCHES, BREAKERS, BUSBARS, ETC.

NON MOTORISED MASTERPACT BREAKERS: Full Service on Non-Motorised Breakers, incl. written report

MOTORISED MASTERPACT BREAKERS: Full Service on Motorised Masterpact Breakers
incl. written report

ROOFTOP PV SYSTEM:

MECHANICAL ITEMS: Monthly check on mechanical items including written report

ELECTRICAL ITEMS: Monthly check on electrical items including written report

INVERTERS: Monthly check on Inverters items including written report

PV PANELS: Bi-annual cleaning of PV panels including written report

PORTABLE ELECTRICAL EQUIPMENT: Quarterly inspection including written report

EMERGENCY LIGHTS: Quarterly inspection including written report

EARTH LEAKAGE TESTS: Six monthly full inspection including written report

MAIN BUSBAR: Full Service on Non-Motorised Breakers, incl. written report

MAIN BUSBAR: Full Service on main busbar as well as all joints and tap off fuse boxes, incl.
written report

DRYING OVENS ELECTRICAL SUPPLY: Inspection on oven electrical system including
written report

MECHANICAL WORK:

AUTOMATED/CONTROLLED DOORS, GATES, ETC.: Repairs, maintenance and alterations
on all types of automated doors/controlled doors, gates, etc.

CARPENTRY & JOINERY:

Repairs, maintenance and alterations to: lintels, roof trusses, stairs, balustrades, doors
(incl. sliding & concertina doors), windows, skirting, shelving, formwork, worktops, desks,
cupboards, dry walls, picture & curtain rails, all types of ceilings, partitioning and flooring.
Perform structural and finishing carpentry work as and when required.
Prepare formwork for structural items with timber.

ROOF COVERINGS: Repairs, maintenance and alterations on all types of roof coverings
including repairs on leaking roofs (timber, metal, tiles, sheeting and fibre cement).

FLOOR COVERINGS: Repairs, maintenance and alterations to any and all types of floor
coverings.

BRICKLAYER:

Repairs, maintenance and alterations to: all brick walls, concrete, paving blocks, channels,
etc.

CONCRETE, FORM WORK & RE-INFORCEMENT: stairs, balustrade, balconies, landings,
paving, concrete walls/slabs/ flooring, etc. repairs and alterations.

PRE-CAST CONCRETE: walls drain covers, etc. repairs and maintenance.

PLASTERER:

Repairs, maintenance and alterations to: walls, ceilings, partitions, etc.

PAINTER:

Repairs, maintenance and alterations to: all types of roofs, ceilings, walls, floors, doors, window frames, metal staircases, structural steel, all piping and tubing.

PLUMBER:

Repairs, maintenance and alterations to: all plumbing installations, reticulation and equipment (boilers, water tanks, pumps, geysers, hydro-boils, toilets, wash basins, kitchens, urinals, gutters and down pipes), potable/grey/black water systems and legal compliance requirements. Leak detection services.

GLAZIER:

Repairs, maintenance and alterations to: shower doors, doors, partitions, windows, balustrades, including laminated, tinted and toughened glass.

TILER:

Repairs, maintenance and alterations to: all types of floor and wall tiling.

FITTER:

Repairs, maintenance and alterations to: Stairs, balustrades, balconies, floors, windows, doors, Door frames, gates, structural steelwork, sheet-works, all types of steel ladders, metal towers, lintels, roof trusses, pumps, motors and valves.

SLIDING GATES: Service on metal sliding gates, motors and access control including written report

SWING GATES: Service on metal swing gates, motors and access control including written report

ROLLER SHUTTER DOORS: Service on roller shutter doors, motors, shafts, gearboxes, springs, etc. and access control including written report

SLIDING DOORS: Service on all types sliding doors, motors and access control including written report

SWING DOORS: Service on all swing doors, motors and access control including written report

EMERGENCY ESCAPE DOOR ALARMS: Check on all door alarms including written report

REVOLVING DOORS: Service on revolving doors, motors and access control including written report

SMOKE CONTROL DOORS: Check on all smoke shut doors including written report

DRYING OVENS INTERNAL: Inspection on oven internally including written report

DRYING OVENS CONTROLS: Inspection on oven controls including written report

WELDER:

Repairs, maintenance and alterations to: all metal items: Welding, including specialised welding.

INSTRUMENT TECHNICIAN:

Repairs and maintenance to: all instrumentation equipment

ELECTRONIC TECHNICIAN:

Repairs and maintenance on: all electronic equipment

EARTH/SITE WORKS:

Repairs and maintenance on:

Roadworks: Black-top surfacing, lifting, re-instatement and new

Paving and Kerbing: Lifting, re-instatement and new paving and curbing
Tunnelling, trenching and excavations including re-instatement

Gabions: Repairs and maintenance and new installations

Storm water drainage: Repairs and maintenance on all storm water systems (pipes, walls, catchment areas, etc.)

Fencing & Gates: Repairs and alternations on all types of existing fencing.

Boundary Walls: Repairs and alterations of all types boundary walls.

Retaining walls: Repairs and alterations of all types retaining walls

Terrace blocks: Repairs and alterations of all types terrace blocks

DEMOLITION: Any and all demolition work.

WATER PROOFING: **Repairs, maintenance and alterations to:** all types of water proofing systems.

Erection and dismantling for all types of scaffolds higher than 2 meters. Scaffolding shall be erected, altered or dismantled under the supervision of a competent person who has been appointed in writing for this purpose.

FAS

OTHER SERVICES:

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

C3.1: EMPLOYER'S SERVICE INFORMATION

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Description of the service

Executive overview

Facilities management performs service, breakdown and maintenance for Eskom Holdings in NCOU for our property and lease property. This includes all the works needed to ensure that the various services are compliant to statutory and Eskom requirements. The various services include but are not limited to the items as listed in the price list.

Employer's requirements for the service

All services and works will be issued and managed through a task order system on an as and when required basis.

All services and works must be accompanied by the required documentation so that it is auditable and complies with good corporate governance.

Interpretation and terminology

If required include here definitions additional to those used in the *conditions of contract* which are required only for the purpose of making the Service Information easier to draft and read. Also list abbreviations used and provide a full interpretation of each one, for example;

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
FSS	Finance Shared Services
OEM	Original Equipment Manufacturer
PO	Purchase order
SAP	Financial Accounting System
TO	Task order
NCOU	Northern Cape Operating Unit

Management strategy and start up.

The *Contractor's* plan for the service

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

Management meetings

Quarterly and adhoc meetings will be scheduled by the Eskom Representative. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within three days of the meeting.

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

Contractor's management, supervision and key people

All staff working on employers premises shall adhere to access control requirements of the specific site
All contractors staff to report to employers representative before commencing any work on site
All contractor staff to be clearly identifiable

Documentation control

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

Invoicing and payment

PAYMENT PROCESS:

In an endeavour to reduce the time taken to pay suppliers/contractors, the process now allows submission of invoices from manual to electronic submission via e-mail to invoiceseskomlocal@eskom.co.za

The *Contractor* assesses the amount due and applies to the *Employer* for payment adhering to the following payment process:

item	ACTIVITY	RESPONSIBLE PERSON
1	The <i>Contractor</i> to forward to the Eskom Representative an Assessment of work/service completed on the <i>assessment day</i> . The format of the assessed claim to be the Task Order with claimed Bill of Quantities and cost).	<i>Contractor</i>
The <i>Contractor</i> 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. The cost format to invoice to be similar to the Eskom NEC Payment Certificate		

2	The Eskom Representative together with the <i>Contractor</i> agrees to the Assessment.	Eskom Representative and <i>Contractor</i>
Any possible issues regarding the claim of actual work completed will be addressed with the <i>Contractor</i> .		
3	The Eskom Representative will check the Payment Certificate with Assessment and request the Office Admin to process the required detail on the SAP system by creating a SE (Service Entry) with Service Entry Number	Office Admin
4	The Office Admin notifies the Eskom Representative once the SE number is generated. Thereafter the Eskom Representative will approve the SE on SAP by generating a Good Receipt (GR) number	Eskom Representative
9	The SE number and the GR number to be populated on the Payment Certificate and signed by the Eskom Representative	Eskom Representative
11	On receipt of the Payment Certificate with the SE and GR numbers, the <i>Contractor</i> will sign the Payment Certificate and, together with the relevant invoice, submit directly to Eskom Finance Shared Services (FSS) (i.e. via email to invoiceseskomlocal@eskom.co.za). Note: <i>Contractor</i> to resend copy of fully signed Payment Certificate to the Eskom Representative via email	<i>Contractor</i>

INVOICING:

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

1. The words "**TAX INVOICE**" in a prominent place (preferably at the top of the page).
2. **Name, address and VAT registration number** of the *Contractor*.
3. **Name, address and VAT registration number** of the **recipient (Eskom Representative)**.
Please note: Eskom's name has to be reflected as **Eskom Holdings SOC Limited** on all tax invoices and Eskom's VAT number is **4740101508**. The word just Eskom is not acceptable.
4. An **individual serial number** (tax invoice number) and **date issued**.
5. A **full and proper description** of goods and/or services supplied.
Please note: Merely referring to a contract is not sufficient.
6. The **quantity** or **volume** of goods or services supplied. (i.e. to align with the Task Order detail)
7. Invoice must also reflect the Task Order Tracking Number
8. Ensure that the Contract Number (i.e. **46000...number**) and Contract Name is clearly indicated
9. Ensure that the Eskom Purchase Order Number (i.e. **450...number**) is clearly indicated on your invoice together with the line number on the order you are billing for
10. Costs on invoice should entail,
 - The total Price for Work Done to Date which the Contractor has completed;
 - Other amounts to be paid to the Contractor;
 - Less amounts to be paid by or retained from the Contractor;
 - The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT(15%) and including VAT;

Invoice Submission:

All electronic invoices must be sent in PDF format only
Each PDF file should contain one invoice; or one debit note; or one credit note only. Eskom SAP system does not support more than one PDF being linked into workflow at a time
Only one PDF file per email. (i.e. one invoice or one debit note or one credit note only)
Send all invoices in PDF straight from your system to the Eskom email address i.e. invoiceseskomlocal@eskom.co.za

Follow-up with Finance Shared Services (FSS):

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

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

Your company can request a park invoice report from the Finance Shared Services (FSS) Contact Center which can then be followed up and corrected. You are welcome to forward the details of invoices corrected to the FSS Contact Center.

Contract change management

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

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

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

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

Training workshops and technology transfer

Not applicable

Design and supply of Equipment

Not applicable

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

Equipment

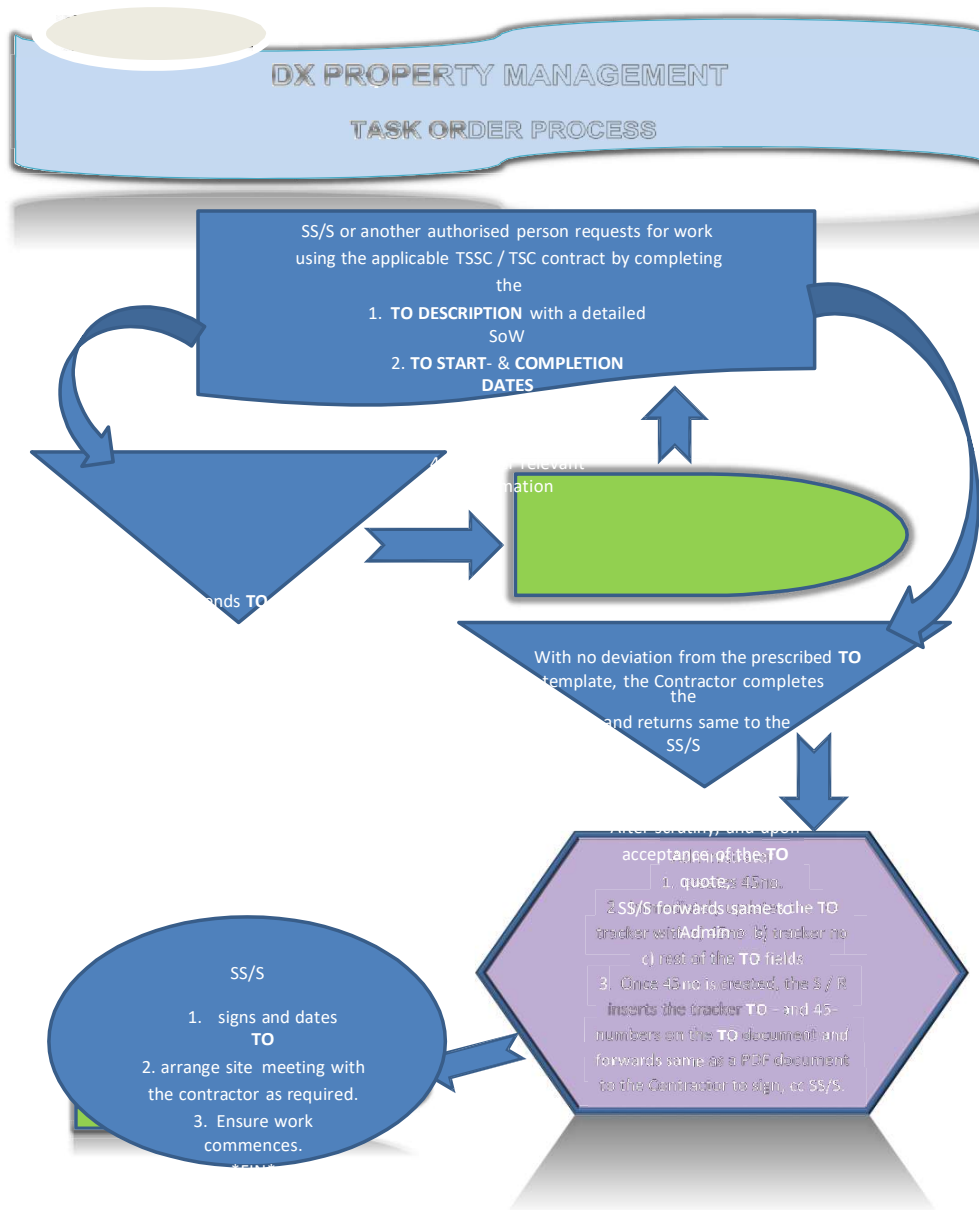
None

Information and other things

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

Management of work done by Task Order

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



Turnaround times will be discussed and agreed at task order stage

Health and safety, the environment and quality assurance

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 *Contractor* shall therefore comply with all the health and safety requirements as prescribed in the;
“Maintenance Contract for Eskom Holdings NCOU - SHE Specification” attached to this document
Annexure B : Acknowledgement Form for the Eskom SHE Rules and other requirements 240-43921804
Rev3

In addition as scope specific where applicable,

Note: Contravention to any of the Eskom Life Saving rules, can result in termination of the contract subject to the outcome on an investigation.

RULE 1: OPEN, ISOLATE, TEST, EARTH, BOND AND/OR INSULATE BEFORE TOUCH

No person may work on any electrical network unless:

He / she is trained and authorised as competent for the task to be done.

A pre-task risk assessment to identify all risks and hazards must be conducted prior to any work commencing.

An equi-potential zone is created for each worker on the job site by earthing, bonding and/or insulating according to approved divisional procedures.

All conducting material is connected together, all staff onsite wear electrical safety shoes and insulating techniques are applied according to standards.

The authorised person (Team leader) has certified and shown all team members that the apparatus is safe to work on. He / she is trained and authorised as competent for the task to be done.

Contractor to take precautionary measures when working in close proximity to other power lines.

Jumper covering is provided to serve as an overhead jumper protection covering above solid cut-outs to reduce bird electrocutions

RULE 2 : HOOK UP AT HEIGHTS

Working at height is defined as any work where an activity above 2 metres is performed from ladders, scaffolds, platforms, buckets, excavation, structures or where there is a potential for a fall. A pre-task risk assessment to identify all risks and hazards must be conducted prior to any work at height commencing.

No person may work at height where there is a risk of falling unless:

You are appropriately trained.

You are appropriately secured during ascending and descending.

You are using an approved fall arrest system where applicable

The *Contractor* must be aware of the operating heights when working under HV lines.

RULE 3 : BUCKLE UP

No person may drive any vehicle on Eskom business:

Unless the driver and all passengers are wearing seat belt

RULE 4: BE SOBER

No person is allowed to work under the influence of drugs and alcohol. Under-the-influence' means the use of alcohol, drugs and /or a controlled substance to the extent that:

The individuals faculties are in any way impaired by the consumption or use of the substances or;

The individual is unable to perform in a safe, productive manner or;

The individual has a level of any such substance in his body that corresponds with or exceeds accepted medical/legal standards or;

The individual has a level of alcohol in his body that is greater than 0,02 % blood alcohol concentration.
Any level of an illegal substance in the body' irrespective of when the substance was used

RULE 5: ENSURE THAT YOU HAVE A PERMIT TO WORK

Where an authorisation limitation dictates, no person shall work without the required Permit to Work. (PTW)

Work is as defined in the Plant Safety Regulations (PSR) and Operating Regulations for High Voltage Systems (ORHVS) of Eskom.

A Risk Assessment must be carried out jointly by the Authorised (AP) and Responsible Person (RP) on all work before it commences.

The PTW must be issued by an AP, in accordance with the PSR.

The PTW must be accepted in writing by an authorised RP.

The PTW shall be shown to everyone working on the job and the risks explained.

The RP must ensure that all staff working on that job is entered on a Workers' Register and the risks explained to each one.

The RP must ensure that the conditions of the PTW are enforced for the duration of the work.

SHEQ REQUIREMENTS:

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

Commitment to safety, health and environmental excellence

Conduct business with respect and care for people and minimise or avoid impact on the environment

Compliance to environmental legislation, conditions of Environmental Authorisations and requirements set out in environmental management plans

Acceptance that all injuries and occupational illnesses, as well as safety and environmental incidents are preventable

Report, respond to, investigate, close-out, and share learning from safety and environmental incidents

That SHE is an integral part of your operations and that:

no operating condition, or urgency of service, can justify endangering the life of anyone or cause injury or damage to the environment

In addition, the *Contractor* to ensure as a **tender returnable** the following information (as per organogram) is provided, stating who the relevant qualified person is as per various role levels of the below organogram with all required credentials.



One of the fundamental requirements focuses on professional registration, where a contractor must appoint in writing, a full time or part time Construction Health and Safety Officer (CHSO) after consultation with the client and after having considered the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the site. No contractor may appoint a CHSO who is not registered with the South African Council for the Project and Construction Management Professions (SACPCMP) and has necessary competencies and resources. The CHSO's involvement is generally to assist with the control of all health and safety related aspects on site. This will be effective as of 6th August 2015."

The person so appointed shall:

Supply the Eskom Safety Officer with copies of minutes of all Health and Safety Committee meetings (if relevant), on a monthly basis.

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;

do safety audits at the *Contractor's* premises, its work-places and on its employees;

refuse any employee, sub-contractor or agent of the *Contractor* access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorized or qualified in terms of the Act

issue the *Contractor* with a work stop order or a compliance order should Eskom become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures referred to in 1 above by the *Contractor* or any of its employees, sub-contractors or agents.

No extension of time will be allowed as a result of any action taken by Eskom in terms of the above and the *Contractor shall* have no claim against Eskom as a result thereof. Furthermore, no amendments to the Act or the Regulations or reasonable amendment to Eskom's Safety and Operating Procedures will entitle the *Contractor* to claim any additional costs incurred in complying therewith from Eskom.

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.

Typically, the identified risks as listed in the "Health & Safety Specification" for this contract which could endanger persons/*works* as per scope of work to be completed by the *Contractor*. Specific risks, related to projects as will be issued per Task Order are as follows:

Typical Risks to be assessed where applicable
LIVE UNDERGROUND CABLES
WORK IN LIVE CHAMBERS/RESTRICTED AREAS
LIVE OVERHEAD CONDUCTORS/CROSSINGS
CLOSE PROXIMITY WORK TO LIVE EQUIPMENT
OPERATING OF CRANES/VEHICLE MOUNTED
STATIC ELECTRICITY/INDUCTION
WORK WITH CHAINSAWS/MECHANICAL CUTTERS
MATERIALS HANDLING/ HEAVY EQUIPMENT HANDLING
CONDUCTOR STRINGING AND TENSIONING
VEHICLE RISKS
WORK IN OPEN TRENCHES/EXCAVATIONS
COVID-19 pandemic
BIOLOGICAL/HEALTH RISKS (CAMPS)
WEATHER RELATED RISKS (UV, HEAT, COLD, WIND, RAIN, SNOW, ETC.)
ENVIRONMENTAL RISKS
ERGONOMIC RISKS (BODY POSITION, FATIGUE)
WORK ON/DISMANTLING OF RUSTED & ROTTEN POLES AND STRUCTURES
FIRE RISKS
PUBLIC SAFETY RISKS

WORK CLOSE TO PUBLIC ROADS
WORKING IN ENVIRONMENTAL SENSITIVE AREA
HISTORICAL EVENTS THAT COULD INFLUENCE THE PROJECT, I.E. CURRENT STRUCTURE DESIGNS, AGE OF STRUCTURES TO BE WORKED ON, ETC
DEMOGRAPHICS OF THE AREA

THE *CONTRACTOR* SHALL IDENTIFY MITIGATION ACTIONS FOR ALL IDENTIFIED RISKS, AS WELL AS IDENTIFY ANY ADDITIONAL RISKS AND INCLUDE IT IN THE HEALTH AND SAFETY PLAN TO BE PROVIDED TO THE *EMPLOYER* ON TENDER RETURN.

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 and/or lines.

The *Contractor* shall indemnify the *Employer* and the Engineer against responsibility for safety on the site of the works.

Reference of the Safety Methodology Statement can be found in the Government Occupational Health and Safety Act (Act 85 of 1993) and Construction Regulations Document which is publicly available.

Typically, RISK ANALYSIS IDENTIFYING RISKS THAT could endanger the work as done by the *Contractor* will be done per Works Order. The *Contractor* should identify mitigation actions for these risks, as well as identify any additional risks and submit at tender

The safety of the *Contractors* personnel and employees acquire precedence over the construction works.

The *Contractor* shall submit a Safety Plan to the *Employer* within one week of award of contract prior to starting on site. The Safety Plan to be assessed by the *Employers* Representative where after on approval will the *Contractor* be allowed access to site.

Environmental constraints and management

The *Contractor* shall comply with the environmental laws and regulations as well as criteria and constraints as provided at tender stage. The *Contractor* will take due care of to ensure compliance.

All environmental legal Liabilities and claims arising from the activities of the *Contractor* shall be for the *Contractors* expense. The *Contractor* is required to have an understanding of Eskom's basic environmental principles and commitments.

Quality assurance requirements

“Quality Assurance Requirements: The Contractor shall comply with all quality requirements as set out in the document QM-58 i.e. Eskom Contract Quality Requirements Specification.

The Contractor shall comply with ISO9001:2008 Quality Management System Requirements.

The Contractor shall comply with all other regulatory and statutory requirements applicable to the works.

The Contractor needs to submit a quality plan indicating the control points for quality to ensure that the works are done according to specification.

Quality of workmanship;

The *Contractor* is required to employ a competent Supervisor or Foreman on site for the duration of the work issued per Task Order to implement workmanship quality checks.

Eskom will do inspections and quality checks on installations completed by the *Contractor* prior to hand-over of each project

General

Except for site management and specialized labour such as operators for plant and equipment, the *Contractor* is encouraged to use "local" labour on a temporary basis for all manual tasks.

The *Contractor* will attend all site meetings as arranged by the *Employer*

The *Contractor* will report all obstacles on site that could impact on time and cost to the *Employer* in writing. Where applicable Early Warnings should be issued

All work/services shall be carried out in accordance with all the statutory requirements applicable to the area and scope, Eskom's specifications, standards and regulations

The *Contractor* will be given access to the proposed site and the *Contractor* must comply with Eskom's, National, Provincial and Local environmental policies, safety standards and laws.

The onus is on the *Contractor* to obtain the latest revision of standards applicable.

The *Employer* reserves the right to alter the scope of the works, programme and constraints.

The Clerk of Works of the *Employer* will do Quality Control Checks and inspections on the *works*.

The *Contractor* notifies the Clerk of Works or *Employer's* Representative of any inspections to be done three days in advance.

The *Contractor* shall ensure that caution is exercised when working in close proximity of live electrical equipment.

Supplier Development Localisation and Industrialisation (SDL & I)

The following are the contractor's SDL & I commitments

Section 1: Specific Goals

A valid B-BBEE certificate or Sworn Affidavit is a condition for contract award. The contractor to submit an updated BBBEE certificate annually.

Section 2: Other SDL&I Objectives in line with RDP Goals

1. Transformation – BBBEE Improvement or Retention Plan

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

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

Tenderer/s are therefore requested to indicate the extent to which they will maintain (only if the respondent is a Level 1) or may improve/maintain their B-BBEE status over the contract period if their B-BBEE status is level 2 or 3. Tenderer/s with a B-BBEE status level 4 at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of B-BBEE Level 3 by the end of the first year of the contract and thereafter improve their B-BBEE status level or migrate by one level higher. Tenderer/s are requested to submit their B-BBEE Improvement Plan as an essential document within 30 days of signing the contract.

3. Local Procurement Content

Local Procurement Content" refers to value added in South Africa by South African resources. Where a single contract involves a combination of local and imported goods and/or services, the tender response must be separated into its components as per the Price Schedule included with the tender documents. Local procurement content is total spending minus the imported component. Tenderers are required to submit their proposals in the table below.

Local Procurement Content	Eskom target	Tenderer Proposal
	100%	100%

2. Jobs Creation

Tenderers are required to submit proposals for the type and number of jobs that will be created and retained in South Africa as a direct result of being awarded a contract.

Number of Jobs to be created	Number of Jobs to be retained
4	0

3. Skills development

Tenderers are required to submit proposals in a table below for developing the skills of unemployed candidates in the country. Skills development is intended to address Eskom's core, scarce and critical skills and the scarce and critical skills. These skills are also included in a 2020 list of occupations in high demand as stipulated in the Government Gazette 43937. Candidates shall be from Northern Cape province in the country, and their composition shall be representative of the population demographics of South Africa.

Skill type / Occupation	Eskom target	Contractor's commitment
Plumbing	1 skill per R1 Million allocated task order	2
Bricklayer		2
Basic Electrical course		2
Welding short course		2
Painter		2
Carpentry		2
Tiler		2

Section 3: SDL&I Penalty and Performance Security

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

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

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

- Eskom receives the SDL&I progress report/s from the contractor.
- Fulfilment of all SDL&I obligations by the contractor.

- Submission of an approved compliance report by SDL&I Department.

Section 4: Reporting and Monitoring

- The suppliers shall on a quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- Eskom shall review the SDL&I reports submitted by the suppliers within 30 (thirty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.
- Every contract shall be accompanied by the SDL&I Implementation Schedule, which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award. This will be used as a reference document for monitoring, measuring and reporting on the supplier's progress in delivering on their stated SDL&I commitments

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

Not applicable

Working on the Affected Property

Tenderers are to note that some of the works are to be carried out in existing occupied facilities and work need to planned properly.

***Employer’s* site entry and security control, permits, and site regulations**

Eskom Sites have strict entrance requirements which tendering contractors need to comply with. State

People restrictions, hours of work, conduct and records

Restrictions and hours of work may apply on some sites. It is very important that the *Contractor* keeps records of his people working on the Affected Property, including those of his Subcontractors. State that the *Service Manager* shall have access to them at any time. These records may be needed when assessing compensation events.

Health and safety facilities on the Affected Property

Section 3 deals with contractual H & S requirements in addition to those of the OHSA Act. This section allows the *Employer* to state what measures are to be taken on the Affected Property by describing where First Aid facilities provided by the *Employer* are located and any other emergency arrangements. Do not use if already addressed in 2.3.

List of drawings and documents:

Drawings issued by the *Employer*

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

Drawing number	Revision	Title
NOTE: Drawings specific to site and scope of service will be issued when tasks are instructed via Task Order		

Documents issued by the *Employer*

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

Document Reference	Revision	Title
240-100979499	1	PPE Specification for working at heights
At issue of each Task Order		Access to site Certificate