



NEC3 Term Service Contract (TSC3)

Between **ESKOM HOLDINGS SOC Ltd**

(Reg No. 2002/015527/30)

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

for **The design, supply and installation of Accessories
on Eskom Generation owned vehicles nationwide on
an as and when required basis for a period of 5 years
(60 months)**

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
Part C2 Pricing Data	[•]
Part C3 Scope of Work	[•]

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[•]
[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Employer</i>	[•]
C1.2b Contract Data provided by the <i>Contractor</i>	[•]
[to be inserted from Returnable Documents at award stage]	
C1.3 Proforma Guarantees	[•]

C1.1 Form of Offer & Acceptance

Offer

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

The design, supply and installation of accessories on Eskom Generation owned vehicles nationwide on an as and when required basis for a period of 5 years (60 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.

Options A	The offered total of the Prices exclusive of VAT is (Applicable to each Task Order)	
	Value Added Tax @ 15% (To be applicable to each and every invoice)	
	The offered total of the amount due inclusive of VAT in words ¹	

Note: The contract is on an “as and when required” basis for a period of five (5) years

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 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**

Eskom Holdings SOC Ltd (reg no: 2002/015527/30), no 2 Maxwell Drive, Sunninghill, Sandton

Name &
signature of
witness

Date

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

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

Note:

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

No.	Subject	Details
1	[•]	[•]

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

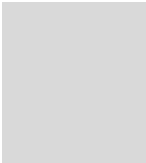
On behalf
of*(Insert name and address of organisation)*
 Eskom Holdings SOC Limited
 Megawatt Park, 2 Maxwell Drive,
 Sunninghill, Sandton, Johannesburg
Name &
signature
of witness

Date

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		
	dispute resolution Option	A: Priced contract with price list
	and secondary Options	W1: Dispute resolution procedure
		X1: Price adjustment for inflation
		X2 Changes in the law
		X18: Limitation of liability
		X19: Task order
		X20: Key performance indicators
		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
	Tel No.	011 – 800 8000
	Fax No.	Not applicable
10.1	The <i>Service Manager</i> is (name):	Pakama Zweni
	Address	Eskom Megawatt Park, 1 Maxwell Drive, Sunninghill
	Tel	013 – 295 9195
	Fax	Not applicable

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

	e-mail	ZweniPa@eskom.co.za
11.2(2)	The Affected Property is	Eskom Holdings SOC Ltd
11.2(13)	The <i>service</i> is	The design, supply and installation of accessories on Eskom Generation owned vehicles nationwide on an as and when required basis for a period of 5 years (60 months).
11.2(14)	The following matters will be included in the Risk Register	As and when the risk arises
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents 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	5 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	2 (two) weeks of the contract date. Any service capable of being implemented by the contractor prior to the submission of the plan will be implemented in terms of the obligations in the contract.
3	Time	
30.1	The <i>starting date</i> is.	TBA
30.1	The <i>service period</i> is	5 years (60 months)
4	Testing and defects	As per terms and conditions of the NEC3 Term Service Contract April 20133 (TSC3)
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	30 days
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.
6	Compensation events	Not applicable
7	Use of Equipment Plant and	Not applicable

Materials		
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	Loss and/theft of Eskom assets Should there be any other, to be added during contract negotiations
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	Every 4 (four) weeks
C	Target contract with price list	
20.4	The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the <i>service</i> at intervals no longer than	Not applicable
50.6	The <i>exchange rates</i> are those published in	Not applicable
53.1	The <i>Contractor's</i> share percentages and the share ranges are	Not applicable
53.3	The <i>Contractor's</i> share is assessed on (dates)	Upon receipt of a valid VAT invoice and supporting delivery documentation
E	Cost reimbursable contract	
20.4	The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the <i>service</i> at intervals no longer than	The award of Task Orders are through a competitive bidding process, as and when there is a business requirement, in accordance with PPPFA using the 80/20 or 90/10 preference points system, whichever is applicable. Shipping costs are paid at real time prices Please refer to Annexure A, Scope of Services, document number 240-13438151, Page 12, 4.3
	The <i>exchange rates</i> are those published in	N/A
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a

		dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).												
Address		1 st Floor Maisels Chambers 4 Pretoria Place Sandton												
Tel No.		011- 320 0600												
Fax No.		011 320 0533												
e-mail		info@arbitration.co.za												
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	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												
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.												
12	Data for secondary Option clauses													
X1	Price adjustment for inflation													
X1.1	The <i>base date</i> for indices is	The Month before Tender Closing Date												
	The proportions used to calculate the Price Adjustment Factor are:	<table> <tr> <th>Proportion</th><th>linked to index for</th><th>Index prepared by</th></tr> <tr> <td>0.85</td><td>Table C2 - Intermediate manufactured goods</td><td>STATS SA Statistical Release P0142.1(PPI Publication)</td></tr> <tr> <td>0.15</td><td>non-adjustable</td><td></td></tr> <tr> <td>1.00</td><td></td><td></td></tr> </table>	Proportion	linked to index for	Index prepared by	0.85	Table C2 - Intermediate manufactured goods	STATS SA Statistical Release P0142.1(PPI Publication)	0.15	non-adjustable		1.00		
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0.85	Table C2 - Intermediate manufactured goods	STATS SA Statistical Release P0142.1(PPI Publication)												
0.15	non-adjustable													
1.00														
		Eskom requirement for CPA is that Prices must be Fixed and Firm for the First 16 Months from the base date and only subject to escalation												

		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 for each task order issued 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	52 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 additional conditions of contract are	Z1 to Z14 always apply.
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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 shall at all times comply with the Eskom's Occupational Health and Safety (OHS), legal and other requirements as amended for the duration of the contract.
 - In addition, the contractor shall comply with the requirements contained in the OHS Specification/requirements.
 - Eskom reserves the right to terminate the contract if the contractor/service provider has built up a history of poor performance or non-conformance in relation to matters of occupational health and safety and legal compliance.
 - No work may begin until the Health and Safety file has been approved by the OHS professional together with the Contract Custodian.
 - For the length of the contract, the contractor shall adhere to OHS, legal, and other requirements, as amended.
 - The Contractor/Service provider warrants that the total of the prices as at the contract date includes a sufficient amount for proper compliance with 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.
 - 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.

- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.
- Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

Z 12 .1 Replace core clause 83 with the following:

Insurance cover 83

- 83.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
- 83.2 The *Contractor* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance.

	The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 12.2 Replace core clause 86 with the following:**Insurance
by the
Employer**

86

86.1 The *Employer* provides the insurances stated in the Insurance Table B**INSURANCE TABLE B**

Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z13 Nuclear Liability

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.

- SANAS** means the South African National Accreditation System.
- TWA** means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.
- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Notes to a tendering contractor:

1. Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)³ in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	0%
	The <i>subcontracted fee percentage</i> is	0%
11.2(14)	The following matters will be included in the Risk Register	Performance- supplier to furnish Eskom with actual performance on task order received after every six months. This will determine whether supplier has adequate capacity and capability to fulfil its contractual obligations.
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	Scope of work
21.1	The plan identified in the Contract Data is contained in:	Scope of work
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience:	

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

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	C.2.2
11.2(19)	The tendered total of the Prices is	

C1.3 Forms of Securities

Supplier must furnish Eskom with actual performance on task orders received after every six months. This will determine whether the supplier has adequate capacity and capability to fulfil its contractual obligations.

PART 2: PRICING DATA

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

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 - 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.

C2.2 the *price list*

Gauteng Province and Mpumalanga Province			
Item No.	Description	Unit	Rate
	<u>SINGLE CAB</u>		
1.1	Design, manufacture, supply and installation of a set of side steps, etc, complete as per the service information.	No	
1.2	Design, manufacture, supply and installation of a canopy, etc, complete as per services information.	No	
1.3	Design, manufacture, supply, installation and rubberising load bin, etc, complete as per service information.	No	
1.4	Design, manufacture, supply and installation of a roller shutter, etc, complete as per service information.	No	
	<u>EXTENDED CAB</u>		
1.5	Design, manufacture, supply and installation of a set of side steps, etc, complete as per service information.	No	
1.6	Design, manufacture, supply and installation of a canopy, etc, complete as per service information.	No	
1.7	Design, manufacture, supply, installation and rubberising load bin, etc, complete as per service information.	No	
1.8	Design, manufacture, supply and installation of a roller shutter, etc, complete as per service information.	No	
	<u>DOUBLE CAB</u>		
1.9	Design, manufacture, supply and installation of a set of side steps, etc, complete as per service information.	No	
2.0	Design, manufacture, supply and installation of a canopy, etc, complete as per service information.	No	
2.1	Design, manufacture, supply, installation and rubberising load bin, etc, complete service information.	No	

2.2	Design, manufacture, supply and installation of a roller shutter, etc, complete as per service information.	No	
	<u>OTHER ACCESSORIES</u>		
2.3	Design, manufacture, supply, installation and commissioning of front parking distance control system, etc, complete as per service information.	No	
2.4	Design, manufacture, supply, installation and commissioning of rear parking distance control system, etc, complete as per service information.	No	
2.5	Design, manufacture, supply, installation and commissioning of LED daytime running lamps, etc, complete as per service information.	No	
2.6	Design, manufacture, supply, installation and commissioning of amber rotating lamps, etc, complete as per service information.	No	
2.7	Design, manufacture, supply, installation and commissioning of canopy electrification, etc, complete as per service information.	No	
2.8	Design, manufacture, supply and installation of fleet roll bars, etc, complete as per service information.	No	
2.9	Procure, supply and installation of 1.0 kg DCP fire extinguisher, etc, complete as per service information.	No	
3.0	Procure, supply and installation of 2.5 kg DCP fire extinguisher, etc, complete as per service information.	No	
3.1	Procure, supply and installation of 9.0 kg DCP Fire extinguisher, etc, complete as per service information.	No	
3.2	Procure, supply and installation of emergency triangles set (rear & front), etc, complete as per service information.	No	
3.3	Traveling cost per km in rands, etc.	R/km	

Eastern Cape Province and KwaZulu Natal Province			
Item No.	Description	Unit	Rate
	<u>SINGLE CAB</u>		
1.1	Design, manufacture, supply and installation of a set of side steps, etc, complete as per the service information.	No	
1.2	Design, manufacture, supply and installation of a canopy, etc, complete as per services information.	No	
1.3	Design, manufacture, supply, installation and rubberising load bin, etc, complete as per service information.	No	
1.4	Design, manufacture, supply and installation of a roller shutter, etc, complete as per service information.	No	
	<u>EXTENDED CAB</u>		
1.5	Design, manufacture, supply and installation of a set of side steps, etc, complete as per service information.	No	
1.6	Design, manufacture, supply and installation of a canopy, etc, complete as per service information.	No	
1.7	Design, manufacture, supply, installation and rubberising load bin, etc, complete as per service information.	No	
1.8	Design, manufacture, supply and installation of a roller shutter, etc, complete as per service information.	No	
	<u>DOUBLE CAB</u>		
1.9	Design, manufacture, supply and installation of a set of side steps, etc, complete as per service information.	No	
2.0	Design, manufacture, supply and installation of a canopy, etc, complete as per service information.	No	
2.1	Design, manufacture, supply, installation and rubberising load bin, etc, complete service information.	No	
2.2	Design, manufacture, supply and installation of a roller shutter, etc, complete as per service information.	No	

	<u>OTHER ACCESSORIES</u>		
2.3	Design, manufacture, supply, installation and commissioning of front parking distance control system, etc, complete as per service information.	No	
2.4	Design, manufacture, supply, installation and commissioning of rear parking distance control system, etc, complete as per service information.	No	
2.5	Design, manufacture, supply, installation and commissioning of LED daytime running lamps, etc, complete as per service information.	No	
2.6	Design, manufacture, supply, installation and commissioning of amber rotating lamps, etc, complete as per service information.	No	
2.7	Design, manufacture, supply, installation and commissioning of canopy electrification, etc, complete as per service information.	No	
2.8	Design, manufacture, supply and installation of fleet roll bars, etc, complete as per service information.	No	
2.9	Procure, supply and installation of 1.0 kg DCP fire extinguisher, etc, complete as per service information.	No	
3.0	Procure, supply and installation of 2.5 kg DCP fire extinguisher, etc, complete as per service information.	No	
3.1	Procure, supply and installation of 9.0 kg DCP Fire extinguisher, etc, complete as per service information.	No	
3.2	Procure, supply and installation of emergency triangles set (rear & front), etc, complete as per service information.	No	
3.3	Traveling cost per km in rands, etc.	R/km	

Limpopo Province			
Item No.	Description	Unit	Rate
	<u>SINGLE CAB</u>		
1.1	Design, manufacture, supply and installation of a set of side steps, etc, complete as per the service information.	No	
1.2	Design, manufacture, supply and installation of a canopy, etc, complete as per services information.	No	
1.3	Design, manufacture, supply, installation and rubberising load bin, etc, complete as per service information.	No	
1.4	Design, manufacture, supply and installation of a roller shutter, etc, complete as per service information.	No	
	<u>EXTENDED CAB</u>		
1.5	Design, manufacture, supply and installation of a set of side steps, etc, complete as per service information.	No	
1.6	Design, manufacture, supply and installation of a canopy, etc, complete as per service information.	No	
1.7	Design, manufacture, supply, installation and rubberising load bin, etc, complete as per service information.	No	
1.8	Design, manufacture, supply and installation of a roller shutter, etc, complete as per service information.	No	
	<u>DOUBLE CAB</u>		
1.9	Design, manufacture, supply and installation of a set of side steps, etc, complete as per service information.	No	
2.0	Design, manufacture, supply and installation of a canopy, etc, complete as per service information.	No	
2.1	Design, manufacture, supply, installation and rubberising load bin, etc, complete service information.	No	
2.2	Design, manufacture, supply and installation of a roller shutter, etc, complete as per service information.	No	
	<u>OTHER ACCESSORIES</u>		
2.3	Design, manufacture, supply, installation and commissioning of front parking distance control system, etc, complete as per service information.	No	
2.4	Design, manufacture, supply, installation and commissioning of rear parking distance control system, etc, complete as per service information.	No	

2.5	Design, manufacture, supply, installation and commissioning of LED daytime running lamps, etc, complete as per service information.	No	
2.6	Design, manufacture, supply, installation and commissioning of amber rotating lamps, etc, complete as per service information.	No	
2.7	Design, manufacture, supply, installation and commissioning of canopy electrification, etc, complete as per service information.	No	
2.8	Design, manufacture, supply and installation of fleet roll bars, etc, complete as per service information.	No	
2.9	Procure, supply and installation of 1.0 kg DCP fire extinguisher, etc, complete as per service information.	No	
3.0	Procure, supply and installation of 2.5 kg DCP fire extinguisher, etc, complete as per service information.	No	
3.1	Procure, supply and installation of 9.0 kg DCP Fire extinguisher, etc, complete as per service information.	No	
3.2	Procure, supply and installation of emergency triangles set (rear & front), etc, complete as per service information.	No	
3.3	Traveling cost per km in rands, etc.	R/km	

Western Cape Province			
Item No.	Description	Unit	Rate
	<u>SINGLE CAB</u>		
1.1	Design, manufacture, supply and installation of a set of side steps, etc, complete as per the service information.	No	
1.2	Design, manufacture, supply and installation of a canopy, etc, complete as per services information.	No	
1.3	Design, manufacture, supply, installation and rubberising load bin, etc, complete as per service information.	No	
1.4	Design, manufacture, supply and installation of a roller shutter, etc, complete as per service information.	No	
	<u>EXTENDED CAB</u>		
1.5	Design, manufacture, supply and installation of a set of side steps, etc, complete as per service information.	No	
1.6	Design, manufacture, supply and installation of a canopy, etc, complete as per service information.	No	
1.7	Design, manufacture, supply, installation and rubberising load bin, etc, complete as per service information.	No	
1.8	Design, manufacture, supply and installation of a roller shutter, etc, complete as per service information.	No	
	<u>DOUBLE CAB</u>		
1.9	Design, manufacture, supply and installation of a set of side steps, etc, complete as per service information.	No	
2.0	Design, manufacture, supply and installation of a canopy, etc, complete as per service information.	No	
2.1	Design, manufacture, supply, installation and rubberising load bin, etc, complete service information.	No	
2.2	Design, manufacture, supply and installation of a roller shutter, etc, complete as per service information.	No	
	<u>OTHER ACCESSORIES</u>		
2.3	Design, manufacture, supply, installation and commissioning of front parking distance control system, etc, complete as per service information.	No	
2.4	Design, manufacture, supply, installation and	No	

	commissioning of rear parking distance control system, etc, complete as per service information.		
2.5	Design, manufacture, supply, installation and commissioning of LED daytime running lamps, etc, complete as per service information.	No	
2.6	Design, manufacture, supply, installation and commissioning of amber rotating lamps, etc, complete as per service information.	No	
2.7	Design, manufacture, supply, installation and commissioning of canopy electrification, etc, complete as per service information.	No	
2.8	Design, manufacture, supply and installation of fleet roll bars, etc, complete as per service information.	No	
2.9	Procure, supply and installation of 1.0 kg DCP fire extinguisher, etc, complete as per service information.	No	
3.0	Procure, supply and installation of 2.5 kg DCP fire extinguisher, etc, complete as per service information.	No	
3.1	Procure, supply and installation of 9.0 kg DCP Fire extinguisher, etc, complete as per service information.	No	
3.2	Procure, supply and installation of emergency triangles set (rear & front), etc, complete as per service information.	No	
3.3	Traveling cost per km in rands, etc.	R/km	

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's Service Information</i>	2
C3.2	<i>Scope of work</i>	1
Total number of pages		4

C3.1: EMPLOYER'S SERVICE INFORMATION

1. Description of the service

1.1 Executive overview

The design, supply and installation of accessories on Eskom Generation owned vehicles nationwide on an as and when required basis for a period of 5 years (60 months).

1.2 Employer's requirements for the service

Eskom requires the *Contractor* to ensure that the fitment of the vehicle accessories according to vehicle OEM specifications include the following:

- Proper fitment of all vehicle accessories as specified in **Annexure A3 – Technical Specification**.
- The twelve (12) month warranty on all the fitments and a manner as to ensure that all warranties remain intact.
- Previously built equipment should be available to be viewed by Eskom.
- The chosen service provider should be in position of a SAMBRA/ MIB certificate.
- The ratification of invoice amounts to ensure that industry related prices are paid for all the fitments.
- Confirmation of the work to be carried out should be done by the service provider.
- The service provider shall be responsible for any damages due to poor workmanship.
- Due to the scattered nature of the Eskom Generation fleet across the country, Eskom Gx vehicles are fitted at various approved fitment companies throughout the country. The service required is therefore countrywide for the fitment of vehicles.
- All work undertaken with Eskom vehicles should be communicated to Eskom as per the order received.
- The service provider shall take adequate steps to minimise the risk of cracking load bodies.
- The service provider shall take adequate steps to minimise the risk of damages to the vehicle and canopies, or and equipment.

The *Contractor* will be requested to build a prototype post contract award stage. Eskom needs to accept before any further orders are placed. Eskom will pay only for the prototype that is acceptable and meet its specification.

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Accessories	Additional equipment fitted to a vehicle that does not form part of the vehicle's standard specification as released by the respective motor manufacturers. These items must not have any effect on the standard guarantees and warranties of the vehicles in question. It can include items such as radios, canopies, air conditioning, tow bars and ladder racks.
Maintenance	It is all work undertaken in terms of a vehicle that is included in the normal service plan of the vehicle and as set out in the manufacturer's manual/ owner manual or vehicle service handbook or any other

	repairs as required due to normal wear and tear.
Repairs	All additional work undertaken on a canopy, excluding service, accident damage.
Service provider	The successful bidder who is awarded the contract to maintain and administer the required and specified services to Eskom Generation sites
Power Station	Power plant where electricity is generated
Specification	Technical description given by Eskom to describe the vehicle required by the business

ABBREVIATIONS AND DESCRIPTIONS

LDV	Light Delivery Vehicles
SAMBRA	South African Motor Body Repairer's Association
MIB	Manufacturing Industry Body builders
PDC	Park Distance Control
DRL	Daytime Running Lights
SABS	South African Bureau of Standards
SOW	Scope of Work

C3.2: SCOPE OF WORK

2.5 ROLES AND RESPONSIBILITIES

Roles and responsibilities are as follows:

Service providers

- To ensure that all the products they supply are SABS approved.
- To ensure that they design the required accessories according to Eskom GX specifications.
- To ensure that they supply the required accessories within the stipulated agreed timelines.
- To ensure that the quality of their workmanship is of a great standard (Sambra Standard).
- To ensure that all accessories have at least a 12-month guarantee on the products.
- To ensure that all accessories have a 12-month (1 year) or 20,000 km warranty

Fleet Representative

- To ensure that all details of vehicles that are to be fitted with the accessories are supplied to the service provider.
- Service providers shall be flexible and available to perform site installations at locations as required by the client.
- To ensure that they give the service provider adequate time to plan and source the accessories before installation is done.
- To report any known defects to the service provider immediately.

Specifications

The services rendered on this contract shall in general conform to the requirements of the **Annexure A3 - Technical Specification**, unless otherwise agreed in writing between Eskom and the *Contractor*. The scope of work consists of the following items:

- SABS and OEM-approved roll bar (Black Protective Powder Coated).
- SABS and OEM-approved tow bar.
- SABS and OEM-approved Steel side steps (Black Protective Powder Coated).
- SABS and OEM-approved white canopies (single or extended or double cab).
- SABS and OEM-approved 5mm load bin rubberizing (single or extended or double cab).
- SABS and OEM-approved DRLs.
- SABS and OEM-approved PDCs' (front and/or back).
- SABS and OEM-approved fire extinguishers and mounting brackets.
- SABS and OEM-approved Roll bar-mounted LED spotlights (15W or above)
- Amber/Beacon lights (60W to 100W)
- Triangles
- Black waterproof Roller doors with rust proof coating. (single or extended or double cab)

1 Management strategy and start up.

1.1 The *Contractor's* plan for the service

The *Contractor's* plan is provided separately

1.2 Management meetings

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.

1.3 *Contractor's* management, supervision and key people

The organogram from the contractor showing his people and their lines of authority / communication has been attached as addendum to this contract

1.4 Provision of bonds and guarantees.

Not applicable

1.5 Documentation control

All correspondence with the Contractor will be via the Service Manager and kept in the file for any dispute that may arise. All contractual communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the email itself.

1.6 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.

The contractor shall address the invoice to: Invoiceseskomlocal@eskom.co.za and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*
- The contract number and title
- *Contractor's* VAT registration number
- The *Employer's* VAT registration number 4740101508
- Description of service provider for each item invoiced based on the Price List
- Total amount invoiced excluding Vat, the Vat and the invoiced amount including Vat
- Payments for the duration of this contract will be effected by any means available to Eskom Generation
- No Eskom vehicle should be withheld by the Contractor due to the delayed – payment of invoices
- Eskom Generation will only pay for a 100km return radius

1.7 Contract change management

Compensation event is not applicable to this contract

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

The Contractor is required to keep all records of defined costs. Access for the Service Manager shall be provided electronically

1.9 Insurance provided by the *Employer*

Refr to Annexure A above

1.10 Training workshops and technology transfer

The Contractor is encouraged to create opportunities within the industry for Black Youth Owned firms to be established, in order to empower emerging black owned firms in the industry. Where possible the *Contractor* is encouraged to assist informal businesses to setup their own formal businesses by monitoring, training and incubating them with the intention of making them independent. These small businesses can be used as subcontractors or help to service smaller clientele in the industry

1.11 Design and supply of Equipment

The details of the design of equipment will be shared with the *Service Manager*, not necessarily for his acceptance but as an assurance that that the equipment will be able to allow the *Contractor* to Provide the Service efficiently and without delay. The liability for such design, supply and use of the equipment remains with the *Contractor*.

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

1.12.1 Equipment

Not applicable

1.12.2 Information and other things

Not applicable

1.13 Management of work done by Task Order

After an order placement from Eskom, the *Contractor* will submit the delivery schedule to the *Service Manager*.

2 Health and safety, the environment and quality assurance

2.1 Health and safety risk management

- 2.1.1 The *Contractor* shall comply with the health and safety requirements contained in OHS Specification and the approved safety file. Eskom reserves the right to review the OHS Specification to address the Operational risks and the contractor shall comply with the latest SHE Specification as amended at no cost.
- 2.1.2 The 37-2 agreement must be signed by Contractor and Employer representatives.
- 2.1.3 The Contractor OHS professional must conduct internal audits at planned intervals to monitor compliance to the contractual health and safety requirements.
- 2.1.4 The Contract Custodian must conduct inspections at planned intervals to monitor compliance to the contractual health and safety and legal requirements.
- 2.1.5 The Contractor may be selected during internal and/or external Eskom audits to verify compliance to legal and contractual OHS requirements. The Contract Custodian will communicate this at relevant time periods and the contractor shall avail themselves for this audit.
- 2.1.6 In addition to the requirements of the applicable laws governing the occupational health and safety, Eskom OHS requirements particular to the service and the Affected Property for this contract shall be adhered to for the duration of the contract.
- 2.1.7 The minimum requirements for the Contractor to gain access to Eskom site include but not limited to:
- 2.1.7.1 Valid Medical fitness certificate
 - 2.1.7.2 Police clearance from SAPS or accredited supplier/service provider linked to SAPS AFIS system not older than thirty (30) days
 - 2.1.7.3 Identification document (RSA ID or equivalent)
 - 2.1.7.4 National Drivers Licence (applicable to drivers)
 - 2.1.7.5 Adherence to the Eskom Life-saving rules 3 and 4, Be Sober and Buckle up

Rule	Description of rule
3	BUCKLE UP No person may drive any vehicle on Eskom business and/or on Eskom premises: Unless the driver and all passengers are wearing seat belts
4	BE SOBER No person is allowed to be under the influence of intoxicating liquor or drugs while on duty

- 2.1.7.6 Applicable risk based PPE
- 2.1.7.7 Valid letter of good standing at all times (COIDA or equivalent). Access to site to perform work will be denied should the Letter of good standing not be valid.
- 2.1.7.8 The contractor/supplier/consultant who is working alone and not eligible to register with the compensation fund, shall provide Eskom with the member benefit statement of the insurance cover which include life and disability cover to the minimum fund of R500 000. Note: Induction will only after the above documents have been submitted and accepted by Eskom.

2.2 Key Performance Indicators

Contractor/supplier Management Key Performance Indicators (KPI's)

- 2.2.1 Maintain Health and Safety file and compliance to the health and safety plan, Eskom OHS specification and applicable legislation as amended.
- 2.2.2 Always maintain good housekeeping where the task is being executing and/or within the area of responsibility.
- 2.2.3 Contractor must develop, Implement and monitor near miss reporting strategy / programme (reporting of near misses).
- 2.2.4 Comply to Planned Job Observation programmes.
- 2.2.5 Maintain Zero Fatalities for the duration of the contract.
- 2.2.6 At any given point, the OHS performance must be within the lost time injury (LTI) tolerance level as amended.
- 2.2.7 All incidents must be reported immediately or before the end of shift that the incident took place.
- 2.2.8 All incident investigations shall be completed within 30 days of the occurrence of an incident.
- 2.2.9 Incident investigation recommendations shall be closed within the recommended time frame recorded in the Incident investigation report.
- 2.2.10 Close audit findings as per the recommended time frames as per audit report or action raised in SAP QIM.
- 2.2.11 Close Non-conformance as per the recommended time frames in SAP QIM.

Note: Monitoring of the above mentioned KPI's will take place through regular audits and inspection.

2.3 Contract completion and sign off

On completion of the project/contract, Eskom team (led by the Contract Custodian) involved in the project together with the Contractor shall conduct the final meeting to identify the gaps prior to the contract close out. Before the final invoice is paid/processed, the Service/Contract Manager shall ensure that the below requirements are met:

- 2.3.1 Close all incidents and audit findings.
- 2.3.2 Clean the respective yard and ensure good housekeeping where the contractor was working.
- 2.3.3 Contractor shall submit safety statistics and a safety file to Eskom BU Safety department for closeout and filling.
- 2.3.4 Completion of a closeout report (Annexure D form as per 32-726) to close the contractual work.

2.4 Environmental constraints and management

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ENQUIRY NO	
NAME OF PROJECT MANAGER	Pakama Zweni
NAME OF BUYER	Masabata Mphomane
PROJECT	The design, supply and installation of accessories on Eskom Generation owned vehicles nationwide on an as and when required basis for a period of 5 years.
SCOPE	The design, supply and installation of accessories on Eskom Generation owned vehicles nationwide on an as and when required basis for a period of 5 years.
REVISION REPORT	

CONTRACTOR/SUPPLIER	
NAME AND DETAILS	

PURPOSE	To assess whether the above-mentioned supplier/s submitted the required <u>environmental documentation</u> as specified in the Tender Enquiry, and that such documentation complies with the specified requirements.
REFERENCE DOCUMENTATION	SHEQ Policy: 32-727 Site specific Environmental Permits/ Authorisation/Licence – <i>where applicable</i>

EVALUATION CRITERIA
The tender submission score sheet indicating the criteria to be used, the scoring on each criterion and the scoring per discipline in multidisciplinary packages shall be authorised by the relevant senior manager. This tender submission score sheet shall be issued with the inquiry documents to be used for technical evaluation purposes. The scoring criteria: 0 – no document submitted or not meeting the full requirements; 1 – requirements met

b) All contractors' activities must consider section 28 of the National Environmental Management Act (107 of

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ENVIRONMENTAL EVALUATION CRITERIA

DOCUMENT REQUIREMENTS: EMS, ENVIRONMENTAL MANAGEMENT PLAN, ENVIRONMENTAL AUTHORISATION AND ENVIRONMENTAL REQUIREMENTS FOR CONTRACTORS	SCORE	
	Maximum	Actual
1. ENVIRONMENTAL MANAGEMENT SYSTEM (EMS) ISO 14001:2015		
1.1 Environmental Policy (signed)	1	
2. WASTE MANAGEMENT PLAN		
2.1 Procedure/method statement (e.g. Waste separation, minimization, recycling, handling and disposal).	1	
Final Score Total	Maximum Total	Actual Total
	2	

FINAL SCORE PERCENTAGE (%)

THRESHOLD

The score that each tenderer receives will provide a numeric basis for tender comparison. The minimum weighted average score required for a tender to be considered must be 100%

COMMENTS

Motivation for failing to attain maximum score in the evaluation above

No.	Requirement	Issue

ENVIRONMENTAL EVALUATOR

	ACCEPTABLE	UNACCEPTABLE
NAME AND SURNAME	SIGNATURE	DATE

CONTRACT

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1503 COVER PAGES

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure _____

2.5 Quality assurance requirements

he supplier shall complete and sign **Form A** (Enquiry/Contract/Quality Requirements for Supplier Quality Management Specification 240-105658000/ QM 58 and ISO 9001).

The supplier shall submit objective evidence of a **developed QMS** that complies with **ISO 9001** (or the latest applicable revision). The following documented information (approved/ signed copies) shall be submitted:

- o Quality management system manual or a (documented information) that have defines and describes the QMS and its scope
- o Quality Policy, aligned with the supplier's strategic direction (documented information)
- o Quality Objectives (documented information)
- o Control of documented information (both maintain and retain documented information)
- o Internal audit procedure (documented information)
- o Control of nonconforming outputs (documented information)
- o Nonconformity and Corrective action procedure (documented information)

The QMS should drive all the supplier's business management processes to ensure that all of Eskom's requirements are fully met on a consistent basis.

- o The supplier shall submit a **draft contract quality plan** that is specific to the scope of work as described in the tender documents. The plan must address the minimum requirements as per ISO 10005.
- o Where applicable; the supplier shall submit an **example inspection and test plan (ITP) or quality control plan (QCP)**.
- o The supplier shall submit documented information for Control of Externally Provided Processes, Products and Services.
- o The supplier shall submit a copy of documented information for roles, responsibilities and authorities in relation to the QMS. Examples of relevant documented information are; organization charts, job descriptions, work instructions, duty statements, manuals, procedures.

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3 Procurement

Eskom Standard Conditions of Tender (to be accessed via www.eskom.co.za).

3.1 People

3.1.1 Minimum requirements of people employed

The *Contractor's* personnel / drivers must comply with the Eskom Safety, Health and Environment and Quality requirements

3.1.2 BBBEE and preferencing scheme

Eskom intends to do business with supplier that are B-BBEE compliant, therefore the SANS accredited B-BBEE certificate or affidavit from CIPC/DTI certified by commissioner of oath are returnable. The company shall maintain or improve upon their current B-BBEE Contribution level for the duration of the contract. The supplier will be required to submit a new B-BBEE certificate within 3 months, should ownership of the company change during the life of the contract

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

Not applicable

Localisation

This tender does not concern a service that has material and commodities that are part of the designated sector. Therefore, only locally produced goods or services with a stipulated minimum threshold for Local Production and Content is accepted

Retention

Not applicable

Reporting

Not applicable

3.2 Subcontracting

3.2.1 Preferred subcontractors

Not applicable

3.2.2 Subcontract documentation, and assessment of subcontract tenders

Not applicable

3.2.3 Limitations on subcontracting

Not applicable

3.2.4 Attendance on subcontractors

Not applicable

3.3 Plant and Materials

3.3.1 Specifications

The Contractor is responsible for maintenance of their plant and equipment

3.3.2 Correction of defects

The *Contractor* must correct defect **within 14 days**.

3.3.3 *Contractor's* procurement of Plant and Materials

The *Contractor* must store Eskom equipment for easy access and verification

3.3.4 Tests and inspections before delivery

The *Contractor* must have proof of tests done and inspection for every equipment.

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

Not applicable

3.3.6 Cataloguing requirements by the Contractor

Not applicable

4 Working on the Affected Property

Eskom's site entry, security control, permits and site regulations must be complied with by the *Contractor*

4.1 Employer's site entry and security control, permits, and site regulations

The *Contractor* must comply with Eskom requirements, i.e. site entry, security control, permits and site regulations.

4.2 People restrictions, hours of work, conduct and records

Restrictions and hours of work may apply on Eskom sites.

- Deliveries should be arranged prior and agreed to between the Contractor and Eskom Generation sites

4.3 Health and safety facilities on the Affected Property

5 Refer to section 3 above

5.1 Environmental controls, fauna & flora

6 Refer to section 3 above

6.1 Cooperating with and obtaining acceptance of Others

Requirements for liaison with and acceptance from statutory authorities or inspection agencies as and when required by the government and Eskom duly authorised personnel. As per Eskom Standard Conditions of Tenderer (to be accessed via www.eskom.co.za)

6.2 Records of Contractor's Equipment

Equipment should be stored for easy access and inspection.

6.3 Equipment provided by the Employer

7 Not applicable

7.1 Site services and facilities

7.1.1 Provided by the Employer

The *Contractor* shall provide everything else necessary for providing the service as and when required by Eskom.

7.1.2 Provided by the Contractor

The Contractor shall provide everything else necessary for providing the service as and when required by

Eskom.

7.2 Control of noise, dust, water and waste

Refer to Section 3 above.

7.3 Hook ups to existing works

Not applicable

7.4 Tests and inspections

7.4.1 Description of tests and inspections

The *Contractor* to build a prototype prior to receiving bulk orders.

7.4.2 Materials facilities and samples for tests and inspections

The *Contractor* will ensure that the equipment has been tested and inspected before delivery to Eskom.

8 List of drawings

8.1 Drawings issued by the *Employer*

Please refer to the Annexure A3 for Technical Specification/Drawings