

The Provision of Core Technical Services (Electrical Building Maintenance services) to Property Management facilities at Highveld in Property Management Mpumalanga Operating Unit on an “as and when required basis” for a period of five (05) years.



NEC3 Term Service Contract (TSC3)

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

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

for The Provision of Core Technical Services (Electrical Building Maintenance services) to Eskom Distribution Property Management facilities at Highveld in Property Management Mpumalanga Operating Unit for a period of 60 months.

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CONTRACT No.

The Provision of Core Technical Services (Electrical Building Maintenance services) to Property Management facilities at Highveld in Property Management Mpumalanga Operating Unit on an “as and when required basis” for a period of five (05) years.

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
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[to be inserted from Returnable Documents at award stage]	
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C1.1 Form of Offer & Acceptance

The Provision of Core Technical Services (Electrical Building Maintenance services) to Property Management facilities at Highveld in Property Management Mpumalanga Operating Unit on an “as and when required basis” for a period of five (05) years.

Offer

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

The Provision of Core Technical Services (Electrical Building Maintenance services) to Property Management facilities at Highveld in Property Management Mpumalanga Operating Unit on an “as and when required basis” for a period of five (05) years.

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	
	Sub total	
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is ¹	
	(in words) [Rate Based	

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*.

The Provision of Core Technical Services (Electrical Building Maintenance services) to Property Management facilities at Highveld in Property Management Mpumalanga Operating Unit on an “as and when required basis” for a period of five (05) years.

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

The Provision of Core Technical Services (Electrical Building Maintenance services) to Property Management facilities at Highveld in Property Management Mpumalanga Operating Unit on an “as and when required basis” for a period of five (05) years.

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	N/A	

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.

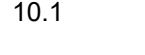
It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising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

	For the tenderer:	For the <i>Employer</i>
Signature	_____	_____
Name	_____	_____
Capacity	_____	_____
On behalf of	(Insert name and address of organisation)	Eskom Holdings SOC Limited MEGAWATT PARK MAXWELL DRIVE SANDTON JOHANNESBURG
Name & signature of witness	_____	_____
Date	_____	_____

C1.2 TSC3 Contract Data

The Provision of Core Technical Services (Electrical Building Maintenance services) to Property Management facilities at Highveld in Property Management Mpumalanga Operating Unit on an “as and when required basis” for a period of five (05) years.

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: 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 8111
	Fax No.	
10.1	The <i>Service Manager</i> is (name):	TBC
	Address	
	Tel	
	Fax	
	e-mail	
11.2(2)	The Affected Property is	Mpumalanga Operating Unit Highveld Zone

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

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11.2(13)	The <i>service</i> is	The Provision of Core Technical Services (Electrical Building Maintenance services) to Property Management facilities at Highveld in Property Management Mpumalanga Operating Unit on an “as and when required basis” for a period of five (05) years.
11.2(14)	The following matters will be included in the Risk Register	N/A
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	One Week
2	The Contractor’s main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	One weeks of the Contract Date
3	Time	
30.1	The starting date is.	TBA
30.1	The service period is	60 Months
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The assessment interval is	Last day of each successive month.
51.1	The currency of this contract is the	South African Rand
51.2	The period within which payments are made is	Four weeks.
51.3	The interest rate 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 (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption “Money Rates” in The Wall Street Journal for the applicable currency or if

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no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted mutatis mutandis every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

6	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	Riot and strike Loss and damage of material
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	as stated for “Format TSC3” available on Insurance Letter Attached
83.1	The <i>Employer</i> provides these additional insurances	as stated for “Format TSC3” available on Insurance Letter Attached
83.1	The <i>Contractor</i> provides these additional insurances:	Refer to Annexure A
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 Insurance Letter Attached
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> for an amount of	Refer to Annexure A
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	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.

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	connection with the <i>Contractor's</i> Providing the 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 service at intervals no longer than	On a monthly basis
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	South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	
X1.1	The <i>base date</i> for indices is	One (1) month prior to tender closing date. The

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	The proportions used to calculate the Price Adjustment Factor are:	price will be fixed for the first sixteen (16) months of the contract start date and is subject to escalation thereafter <table> <tr> <th>proportion</th><th>linked to index for</th><th>Index prepared by</th></tr> <tr> <td>75%</td><td>Labour</td><td>[SEIFSA Table C-3 a]</td></tr> <tr> <td>10%</td><td>[Transport]</td><td>[SEIFSA Table L-2(A)]</td></tr> <tr> <td>15%</td><td>[Fixed]</td><td></td></tr> </table> 1.00	proportion	linked to index for	Index prepared by	75%	Labour	[SEIFSA Table C-3 a]	10%	[Transport]	[SEIFSA Table L-2(A)]	15%	[Fixed]	
proportion	linked to index for	Index prepared by												
75%	Labour	[SEIFSA Table C-3 a]												
10%	[Transport]	[SEIFSA Table L-2(A)]												
15%	[Fixed]													
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.												
X17	Low service damages													
X17.1	The <i>service level table</i> is in	5% of the Task Order value per complete week of delay												
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	The replacement value												
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 Insurance Letter Attached												
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 Insurance Letter Attached												
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												

The Provision of Core Technical Services (Electrical Building Maintenance services) to Property Management facilities at Highveld in Property Management Mpumalanga Operating Unit on an “as and when required basis” for a period of five (05) years.

		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	One (1) month after the end of the <i>service period</i> .
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	Two (2) days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	Z1 to Z15 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 *Project 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.

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- 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 *Project Manager* within thirty days of the notification or as otherwise instructed by the *Project 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 Works.
- 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 P3 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 *Project 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 *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Project Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his sub*Contractors* 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 *Project Manager*, the *Supervisor*, 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 *works*. 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 Site;

The Provision of Core Technical Services (Electrical Building Maintenance services) to Property Management facilities at Highveld in Property Management Mpumalanga Operating Unit on an “as and when required basis” for a period of five (05) years.

- 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 *works*; and
- undertakes, in and about the execution of the *works*, 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 *works*, 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 *Project 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 Works 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 from the last sentence in core clause 61.3, “unless the *Project Manager* should have notified the event to the Contractor but did not”.

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 83.1 is provided for in 60.1(14) and the Employer's liability under the indemnity is limited.

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:

The Provision of Core Technical Services (Electrical Building Maintenance services) to Property Management facilities at Highveld in Property Management Mpumalanga Operating Unit on an “as and when required basis” for a period of five (05) years.

- Affected Party** means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or SubContractors or SubContractor's employees, or any one or more of all of these parties' relatives or friends,
- Coercive Action** means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
- Collusive Action** means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
- Committing Party** means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or SubContractor 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 84 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.

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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

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Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage to the works, 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
Liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract	<u>Loss of or damage to property</u> <u><i>Employer's</i> property</u> 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. <u>Other property</u> The replacement cost. <u>Bodily injury to or death of a person</u> The amount required by 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

Insurance cover**84**

- 84.1** 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.
- 84.2** The *Contractor* provides the insurances stated in the Insurance Table A.
- 84.3** The insurances provide cover for events which are at the *Contractor's* risk from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A**Z 13.2****Replace core clause 87 with the following:**

The *Employer* provides the insurances stated in the Insurance Table B.

INSURANCE TABLE B

The Provision of Core Technical Services (Electrical Building Maintenance services) to Property Management facilities at Highveld in Property Management Mpumalanga Operating Unit on an “as and when required basis” for a period of five (05) years.

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 Z14.4 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.

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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, normalized to the baseline of a 4-hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.
Z14.1	The <i>Employer</i> ensures that the Ambient Air in the area where the <i>Contractor</i> 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 <i>Contractor</i> , the <i>Employer</i> 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 <i>Contractor</i> may perform Parallel Measurements and related control measures at the <i>Contractor's</i> expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z15.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
Z14.3	The <i>Employer</i> 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 <i>Contractor's</i> personnel are entitled to stop working and leave the contaminated area

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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.

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Annexure A: Insurance provided by the *Employer*.

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

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

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

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C1.2 Contract Data

Part two - Data provided by the *Contractor*.

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	0%
	The <i>subcontracted fee percentage</i> is	0%
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	To be submitted to the Service Manager
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	
CV's (and further key person's data including CVs) are in technical requirements.		
A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	
11.2(19)	The tendered total of the Prices is	

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PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	19
C2.2	The <i>price list</i>	[24]

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C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

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

Identified and defined terms	11 11.2	(12) The Price List is the <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.

2. Function of the *Price List*

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

3. Link to the *Contractor’s* plan

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

4. Preparing the *price list*

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

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

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- 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.

5. 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.

6. Supplementary Preambles

Refer to conditions of Eskom Term Service Short Contract, attached.

- Rates based
The tenderer is advised that the following items are based on Gazetted Labour Rates.
- The Supplier rate includes management of the contract and complying with Eskom Safety, Health, Environmental and Quality etc.
- Payment for transport/traveling will be paid from Highveld including Toll Fees (*Contractor* to obtain prior approval from Service Manager/ Supervisor).
- Overtime work and normal work:
The tenderers are advised that the following works may be done during normal working hours Monday to Friday between as well as after normal working hours. Tenderers must make due allowance for these working hours in the pricing as no claims will be entertained in this regard.
- All electrical *Contractors* that wish to tender against this enquiry will have to be registered with the Labour Department as an Electrical *Contractor*. The registration has to be in the name of the tendering *Contractor* as per The Occupational Health & Safety Act (no 95 of 1993. The Registered Persons (Installation Electrician or Master Electrician) shall be employed in a full time capacity.
- COC Certificate:

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Tenderers are advised that any work completed by the electrical *Contractor* or sub-*Contractor* must be supported by a COC Certificate where applicable according to OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 ELECTRICAL INSTALLATION REGULATIONS to the approval of the Eskom Dx Facilities Official.

- Rate Approval:
Rate approvals must be authorised by the Eskom Dx Facilities Official prior to work being carried out (As per Task order).

ESKOM HOLDINGS SOC LIMITED CANNOT GUARANTEE ANY QUANTITIES OR VOLUME OF WORK DURING THE CONTRACT PERIOD.

- Proprietary items or materials:
All materials to be used on this contract must be SABS approved. Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Eskom Dx Facilities Official
- Tenderers are advised that all labour charges and transport charges must be procured from the closest to the effected site.
- Any call out work commenced during working hours and completed after normal working hours will be compensated by using normal working hour rates only.
- Any call out work commenced after normal working hours will be compensated by using after normal working hour rates only.
- A task order will be supplied with each task. Work to be done only after quotation and task order approval by Facilities Official/ instruction in the event of emergency.
- Prior written approval must be received from the Eskom Dx Facilities Official prior to commencement of work.

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C2.2 the *price list*

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>SECTION NO. 2</u>				
	<u>SHEQ REQUIREMENTS</u>				
1	Compilation of SHEQ File for all sites (Once)	Item	1		
	Supply of all items of Personal Protective Clothing/Equipment and ensure use thereof for the full compliance by the team. (Renewable annually and risk based.)				
2	Steel toe capped safety boots Medium Quality	No	1		
3	Appropriate protective clothing Medium Quality	No	1		
4	Gloves (Medium Quality- HVAC), High Quality- Electrical, Mechanical)	Pair	1		
5	Hard hat with three- or four-point chin straps, with chin strap attached according to manufacturer's specification (Medium Quality)	EA	1		
6	Ear protection (earplugs) etc (Medium Quality)	Box of 50	1		
7	Eye protection appropriate to task performed (Medium Quality)	Box of 50	1		
8	Site First Aid box fully equipped (Medium Quality)	EA	1		
9	Luminous high visibility safety vests (Low quality)	No	1		
10	Any other: Contractor to specify: Rescue Kit				
	Supply and provision of Equipment for working at Heights & ensure use thereof for full compliance by the team. (Risk based)				
11	Fall protection equipment (Safety harness) (High Quality- Once off)	No	1		
12	Double lanyard harness High Quality (High Quality- Once off)	No	1		
	Other related SHEQ Documents (Annually)				
13	Medical Surveillance including fitness of personnel working at heights (Everyone)	No	1		
	Section 3				
	Travelling				
1	LDV or stuff Travelling from Zone's Central point (Standard AA rate)	km	1		

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	MAINTENANCE CORE TEAM				
	Adhoc As and when required work to be Done from Monday to Friday between 7:00 am to 4pm				
1	Part time Construction SHE Officer (SACPCMP)	Rate/hr	1		
2	Electrical Supervisor	Rate/hr	1		
3	Installation Electrician	Rate/hr	1		
4	Qualified Electrician	Rate/hr	1		
5	Semi-Skilled Assistant	Rate/hr	1		
6	General worker/ Labourer	Rate/hr	1		
	Work On Saturday (Under Instruction Only)				
1	Part time Construction SHE Officer (SACPCMP)	Rate/hr	1		Standard Labour Law Shall apply. Overtime & Saturday = Normal Rate X 1.5 Sunday and Public Holiday = Normal Rate X 2
2	Electrical Supervisor	Rate/hr	1		
3	Installation Electrician	Rate/hr	1		
4	Qualified Electrician	Rate/hr	1		Standard Labour Law Shall apply. Overtime & Saturday = Normal Rate X 1.5 Sunday and Public Holiday = Normal Rate X 2
5	Semi-Skilled Assistant	Rate/hr	1		
6	General worker/ Labourer	Rate/hr	1		
	Sunday and Public Holidays (Under Instruction Only)				
1	Part time Construction SHE Officer (SACPCMP)	Rate/hr	1		Standard Labour Law Shall apply. Overtime & Saturday = Normal Rate X 1.5 Sunday and Public Holiday = Normal Rate X 2
2	Electrical Supervisor	Rate/hr	1		
3	Installation Electrician	Rate/hr	1		
4	Qualified Electrician	Rate/hr	1		Standard Labour Law Shall apply. Overtime & Saturday = Normal Rate X 1.5 Sunday and Public Holiday = Normal Rate X 2
5	Semi-Skilled Assistant	Rate/hr	1		
6	General worker/ Labourer	Rate/hr	1		

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	SECTION 4				
	PLANYT&MATERIAL				
1	Equipment, material & Spares required for maintenance will be determined on a defined cost-plus fee.	Mark-up percentage	10%		
2	Skyjack Mobile Boom Lift 20m - Day Rate	Day	1		
3	Issuing of COC	Unit Price	1		
	TOTAL CARRIED TO FINAL SUMMARY				R -

NOTE: Contract will be awarded to one contractor, the transport will be charged from Middelburg industrial site Eskom premises.

PART 3: SCOPE OF WORK

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

C3.1: *EMPLOYER'S SERVICE INFORMATION*

Contents

Part 3: Scope of Work	Error! Bookmark not defined.
C3.1: <i>Employer's service Information</i>	Error! Bookmark not defined.
1 Description of the service	Error! Bookmark not defined.
1.1 Executive overview	Error! Bookmark not defined.
1.2 <i>Employer's</i> requirements for the <i>service</i>	Error! Bookmark not defined.
1.3 Interpretation and terminology	Error! Bookmark not defined.
2 Management strategy and start up.	Error! Bookmark not defined.
2.1 The <i>Contractor's</i> plan for the <i>service</i>	Error! Bookmark not defined.
2.2 Management meetings	Error! Bookmark not defined.
2.3 <i>Contractor's</i> management, supervision and key people	Error! Bookmark not defined.
2.4 Provision of bonds and guarantees	Error! Bookmark not defined.
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2.6 Invoicing and payment.....	Error! Bookmark not defined.
2.7 Contract change management	Error! Bookmark not defined.
2.8 Records of Defined Cost to be kept by the <i>Contractor</i>	Error! Bookmark not defined.
2.9 Insurance provided by the <i>Employer</i>	Error! Bookmark not defined.
2.10 Training workshops and technology transfer.....	Error! Bookmark not defined.
2.11 Design and supply of Equipment.....	Error! Bookmark not defined.
2.12 Things provided at the end of the <i>service period</i> for the <i>Employer's</i> use.....	Error! Bookmark not defined.
2.12.1 Equipment.....	Error! Bookmark not defined.
2.12.2 Information and other things	Error! Bookmark not defined.
2.13 Management of work done by Task Order	Error! Bookmark not defined.
3 Health and safety, the environment and quality assurance	Error! Bookmark not defined.
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4.1.1 Minimum requirements of people employed.....	Error! Bookmark not defined.
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4.1.3 Accelerated Shared Growth Initiative – South Africa (ASGI-SA).....	Error! Bookmark not defined.
4.2 Subcontracting	Error! Bookmark not defined.
4.2.1 Preferred subContractors.....	Error! Bookmark not defined.

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4.2.2	Subcontract documentation, and assessment of subcontract tenders	Error! Bookmark not defined.
4.2.3	Limitations on subcontracting	Error! Bookmark not defined.
4.2.4	Attendance on subContractors	Error! Bookmark not defined.
4.3	Plant and Materials	Error! Bookmark not defined.
4.3.1	Specifications	Error! Bookmark not defined.
4.3.2	Correction of defects	Error! Bookmark not defined.
4.3.3	Contractor’s procurement of Plant and Materials	Error! Bookmark not defined.
4.3.4	Tests and inspections before delivery	Error! Bookmark not defined.
4.3.5	Plant & Materials provided “free issue” by the Employer.....	Error! Bookmark not defined.
4.3.6	Cataloguing requirements.....	Error! Bookmark not defined.
5	Working on the Affected Property.....	Error! Bookmark not defined.
5.1	Employer’s site entry and security control, permits, and site regulations	Error! Bookmark not defined.
5.2	People restrictions, hours of work, conduct and records.....	Error! Bookmark not defined.
5.3	Health and safety facilities on the Affected Property	Error! Bookmark not defined.
5.4	Environmental controls, fauna & flora.....	Error! Bookmark not defined.
5.5	Cooperating with and obtaining acceptance of Others.....	Error! Bookmark not defined.
5.6	Records of Contractor’s Equipment.....	Error! Bookmark not defined.
5.7	Equipment provided by the Employer.....	Error! Bookmark not defined.
5.8	Site services and facilities.....	Error! Bookmark not defined.
5.8.1	Provided by the Employer.....	Error! Bookmark not defined.
5.8.2	Provided by the Contractor	Error! Bookmark not defined.
5.9	Control of noise, dust, water and waste	Error! Bookmark not defined.
5.10	Hook ups to existing works	Error! Bookmark not defined.
5.11	Tests and inspections	Error! Bookmark not defined.
5.11.1	Description of tests and inspections	Error! Bookmark not defined.
5.11.2	Materials facilities and samples for tests and inspections	Error! Bookmark not defined.
6	List of drawings.....	Error! Bookmark not defined.
6.1	Drawings issued by the Employer	Error! Bookmark not defined.

The Provision of Core Technical Services (Electrical Building Maintenance services) to Property Management facilities at Highveld in Property Management Mpumalanga Operating Unit on an “as and when required basis” for a period of five (05) years.

The Provision of Core Technical Services (Electrical Building Maintenance services) to Property Management facilities at Highveld in Property Management Mpumalanga Operating Unit on an “as and when required basis” for a period of five (05) years.

1. Description of the service

1.1 Executive overview

The purpose of this contract is to appoint a suitable qualified *Contractor* for the Provision of Core Technical Services (Electrical Building Maintenance services) to Property Management facilities at Highveld in Property Management Mpumalanga Operating Unit on an “as and when required basis” for a period of five (05) years. The area comprises of multiple story offices, CNC sites, substation building, and other premises. The work consists of amongst others of the Supervision, qualified labour, plant, material, equipment and travelling necessary to carry out Electrical Building Maintenance work on “as and when required” basis. The *Contractor* to respond within 24 hours, however, should an emergency arise, the response time to be immediate.

Table 1: Mandatory Requirements

Item No:	Requirement/s	Evidence Required	Evidence Notes
1.	Company Registration as Electrical <i>Contractor</i>	Valid Registration certificate with either ECA/CEA (SA) (Certificate/proof of application)	The registration certificate must be in company name or company director's name, and the registration must be valid (Not expired not forged). Registration certificate does not need to be certified.
3.	CIDB	Valid Registration 2EB=Grade 2	Proof of Registration with CIDB.

1.2 Employer's requirements for the service

The scope includes the provision of the following facilities management services:

Electrical Building Maintenance

The *Contractor* shall provide all labour, supervision, administration and management, equipment, tools, supplies and material required to perform the facilities management services specified herein. The Service Information/Scope of “Works” is an extension of the drawings, specifications and detailed annexures listed. The *Contractor* shall notify the *Employer* of any discrepancies before commencement of the works. The onus is on the *Contractor* to obtain the latest revision of standards applicable. The *Contractor* is to provide summary of all costs for the execution of the works of the complete service. The *Contractor* must immediately notify the *Employer* in writing of scope and site variations. The *Contractor* will report all obstacles on site that could impact negatively on time and cost in writing to the *Employer*.

The *Contractor* is to clear and de-establish site on completion of service/works. *Contractor* is required to clear and cart away rubble and surplus materials associated with the service.

The *Contractor* shall be called on an as and when required basis. There is no obligation on the *Employer* to provide a minimum volume of work, and the *Contractor* shall only be called upon to perform services as the need arises. • Each Zone will have its own *Contractor*.

Payments to the *Contractor* will be made strictly upon the successful completion of assigned defects or jobs. Each payment shall be subject to verification and approval by the *Employer*, confirming that the work has been completed to the required standard and in accordance with the scope of work. Incomplete or unsatisfactory work will not be eligible for payment."

They will only be executing maintenance faults.

The Provision of Core Technical Services (Electrical Building Maintenance services) to Property Management facilities at Highveld in Property Management Mpumalanga Operating Unit on an “as and when required basis” for a period of five (05) years.

The scope of Electrical services includes but is not limited to:

1. Supply, Installations, repairs and maintenance of all and any damages to Eskom properties, foreseen and unforeseen.
2. To create a safe, favourable and user friendly, environment for Eskom employees and tenants to maintain employee satisfaction and increased productivity.
3. Daily attend to calls from Eskom employees through Eskom Facilities office instruction and attend to emergency maintenance work.
4. As and when required there will be a need to do work after hours as may be requested by the Eskom Facilities.
5. As per the size of the complex and consideration of its age, we need resources that will be on site permanently to attend to day-to-day defects at the request of Eskom Facilities.

Purchasing of Materials

Material as well as equipment (hired over and above normal equipment required rates) will be reimbursed at Actual proven cost-plus percentage. The awarded *Contractor* shall attach quote or invoice from their suppliers. All materials to be used must be SABS approved.

Detailed description of the service

FUNCTIONAL GROUPING	SERVICES	
	Electrical Maintenance Services (Not limited to the below mentioned)	Frequency
Electrical Maintenance	<u>1. Distribution Board Inspection and Maintenance</u> The <i>Contractor</i> shall be responsible for the cleaning, service, installation, maintenance, and repairs to all Main and Sub Electrical Distribution Boards and Control Equipment. Distribution Boards. • Draw up an inspection sheet(s) for each Distribution Boards indicating all items that will be inspected and checked. • Physically test all circuit breakers and isolators for proper operation of closing and opening the circuits. • Checking for loose connections and tightening all connections in all Distribution Boards. • All DB's must be labelled and legends matching correct breaker. • Check date when inspected/checked the technician's name in print and signature. • Submit the original documentation to the <i>Employer's</i> Representative on completion. • Arrange a shutdown with the <i>Employer's</i> Representative to inspect electrical components for any signs of discoloring/ heating. • All electrical wiring shall be inspected for any signs of discoloring/ heating. • Perform inspection for excessive heat in Distribution Boards by means of Infra-red or Thermographic Camera and repairing where necessary when requested by Eskom. • Gate Motors replacement, repairs and Maintenance • All Distribution Boards shall be cleaned. • Provide record of all tests and inspections carried out	Annually
	<u>2. Interior & Exterior Installation, replacement service and maintenance of Light fittings, Isolator switches, power supply cable and sockets.</u> • Ballast, Lighting (Street lights, perimeter, fluorescent tubes and light bulbs)	Monthly

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	• Measure voltages • Check terminals for corrosion. • Check connections. • Check operation and panel lights for correct functioning. • Check lamps that are fused/incessantly flashing and replace accordingly. • Check light fittings/ covers/ diffusers that are loose and repair. • Check light switch for proper contact making and breaking. • Check two-way and intermediate switches for proper operation. • Check Automated Switches for correct programmable switching of loads. • Check for proper functioning of High Mast Lights and Street Lights and repair accordingly. • Check for loose covers and screws and repair accordingly. • Check for cracked and broken socket modules due to excessive insertion pressure that may pose danger of electrocution or short circuit. • Check for proper if Operating Handle (Switch) makes and breaks contact well. • Check for proper operation of Safety Shutters to prevent other foreign metals and objects from being inserted into the live parts of the socket outlet. • Check for loose wiring hanging out of Power Skirting and repair accordingly. • Test for Earth Continuity and Bonding	
	<u>3. Perimeter Lights / Security Lights</u> • Check lights for proper night lighting. • Check fused lights and replace and or repair accordingly. • Check for proper lighting direction and adjust accordingly. • Check Day-Night Switch for proper operation.	Quarterly
	<u>4. Back-Up Lights (Emergency Lights)</u> • Inspection, service, maintenance, cleaning, and repairs (with written report) • All material used must be SABS approved. • Must be installed in all emergency escape route. • Minimum back time 90 Minutes • Check AC/DC lamps or bulbs for damage and proper operation. • Verify the charging circuit is operational and working properly. • Clean battery terminals and leads. • Apply emergency light test label to each light upon completion. • Must be LED. • All the lights must as per SANS10114-1/2 • Scheduled testing, provide and maintain logbook for inspection (All records must be submitted to Eskom).	Quarterly
	<u>5. Earth Leakage Test (SANS)</u> • Check for correct polarity. • Check for correct tripping earth fault current. • Check for proper operation of the test button. • Replace faulty Earth Leakage Unit should it be faulty at Eskom's instruction only. Provide record of all tests and inspections carried out.	Quarterly
	<u>6. Infra-Red Scanning</u> • Must be done on the tested, balanced and commissioned complete electrical installation.	Annually

The Provision of Core Technical Services (Electrical Building Maintenance services) to Property Management facilities at Highveld in Property Management Mpumalanga Operating Unit on an “as and when required basis” for a period of five (05) years.

	- Conduct an Infra-Red Scan survey on all the above-mentioned distribution boards under full load condition. - On completion of the survey, a detailed written report including photographs shall be handed to the <i>Employer</i>.	
	<u>7. Certificate of Compliance</u> Issue the certificate of compliance as electrical regulation.	Annual/ per new Installation
	<u>8. Building and underground Cable Marking/ labelling</u> - Mark all cable with an approved cable markings. - All material used must be SABS approved.	
	<u>9. Electrical and UPS System Service</u> - The checking of the mechanical soundness of all parts. - The checking of the semi-conductor power devices, transformers, filter elements and the like - The checking and, if necessary, adjusting the voltage of the DC circuitry. - The checking and, if necessary, adjusting of the output voltage of the AC circuitry. - The checking and adjusting of all electronic regulating circuits. - The cleaning of the UPS system - The checking of the DC caps. - The checking of the AC filters caps. - The checking of all Fan operations. - Visual checking for Hot Spots (Hot Spots are discoloring of power wires and main bus bars) The checking of batteries for loose connections, hot spots and terminal corrosion. - The checking of load currents and voltages. - The checking of environmental temperature and ensuring that it is within the UPS operational specifications. - The checking and recording on a log sheet of the voltage of each battery block. - The cleaning of the batteries. - Conduct a battery discharge test using the existing load connected to the Equipment to determine the capacity of the battery. - The checking of sufficient lighting. Should the Technician find any problem during the inspection, a detailed service report will be handed to site personnel directly after completion of the service.	
	<u>10. Charger and Batteries</u> <u>Battery Tripping Unit</u> Service - Clean off any acid from battery terminals. - Check water levels on all cells. - Check all connections. - Check load circuits on battery. - Check supply voltage. - Check battery voltage. - Test all single cell internal battery resistance (Test conducted per battery) - Test all single cell battery voltage (Test conducted per battery) - Check all indication functional. - Compile test report according to Charger specifications <u>Battery Testing</u> - Service	

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	• Check hydrometer. • Check casing condition. • Check the water. • Check terminals. • Note Volts • Note Amps • Compile battery report • Checking of input and output terminations • Installation of batteries in battery cabinets or onto stands. • Checking of battery connections • Complete mechanical check of the UPS system. • Electrical and calibration check of the UPS system. • Testing of all UPS alarm functions including Remote Alarm Panel (RAP) if supplied • Mains failure test, using existing load, to prove correct operation of UPS system. • Explanation of UPS operation and alarms to customer Hand-over acceptances.	
	11. Standby and call outs	

Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
OBL	Outside battery limits
BBBEE	Broad Based Black Economic Empowerment
QM	Quality Management
SD&L	Supplier Development and Localisation
SHE	Safety, Health and Environmental
TSC	Term Services Contract

2. Management strategy and start up.

2.1 The *Contractor's* plan for the service

During the execution of the Service, the *Contractor* shall maintain a suitable office in the area allocated for that purpose by the *Employer*, which shall be the headquarters of the *Contractor's* Representative and authorised to receive instructions or other communications or notices under the Contract. The *Contractor* shall maintain, at the office, up-to-date copy of the Contract and all Contract related documents (including correspondence and documents issued by and to the *Contractor*, Compensation Events, Progress Reports, correspondence, non-conformance reports etc.). These documents shall be always available to the *Employer*.

The Service Plan/Program for the works must be submitted to the *Employers* Representative for acceptance two weeks after the commencement of the Contract thereafter on a monthly basis. Any variance to the contract should be communicated to the *Employer* Representative before commencing with the task.

The Service Plan is required to be comprehensive including detailing all Trades Plant, Materials, People/Labour/Resources, Durations etc. and updated regularly as minimum it shall be on a weekly basis showing the Progress Achieved i.e. Planned Progress Vs Actual for the Service provided for each and every

The Provision of Core Technical Services (Electrical Building Maintenance services) to Property Management facilities at Highveld in Property Management Mpumalanga Operating Unit on an “as and when required basis” for a period of five (05) years.

Trade and Task related to Planned, Adhoc Maintenance and Defects Management. The *Contractor* shows on each plan which he submits for acceptance the requirements as stipulated in the Conditions of Contract.

The Service Plan/Program will be also submitted on or as part of “works order”, the *Contractor* will be requested to quote within 24 hours in this case.

2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Progress / feedback meeting	Weekly	Highveld	<i>Employer and Contractor</i>
Risk management meeting	Monthly	Highveld	<i>Employer and Contractor</i>
Overall contract progress meeting	Monthly	Highveld	<i>Employer and Contractor</i>
Safety, health, environmental and quality meeting	Monthly	Highveld	<i>Employer and Contractor</i>

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

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

2.3 Contractor's management, supervision and key people

The *Contractor* shall provide the *Employer* with a detailed organogram of all staff and management on the contract. This must be revised quarterly and must reflect any changes to the staff and management structure. The *Employer* reserves the right to audit and verify the structure. The *Contractor* shall have a competent team per service rendered and the recommended team breakdown [on an Adhoc 'As and when required' basis].

- Electrical Supervisor Technical (2)
- Installation Electrician (2)
- Qualified Electrician /Artisan Electrical (2)
- Electrical Semi Skilled Assistant (2)

The artisans and semi-skilled workers to react to works requests/faults reported immediately upon approval to satisfy the client. This service must be fast and efficient as Property Management is measured on the time it takes to close out calls. When all calls are closed they are allowed to continue with planned maintenance work.

Note: For 'As and when /Ad hoc contracts' the number of staff on a call out, shall be approved by the client.

The *Contractor* shall keep a daily attendance register, which must be signed off by the *Contractor* on monthly basis and filed for audit purposes. Clocking cards will be issued to all staff.

Annual\Sick\Maternity\Family responsibility leave:

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When a staff member is off sick or on leave, *Contractor* must arrange for reliever, which will be paid by the *Contractor* and not the employee who is on leave.

Payment for the reliever will be for the *Contractor* and not the employee who is on leave.

Absence:

When a staff member is absent, *Contractor* must arrange for reliever, which will be paid by the *Contractor* and not the employee who is absent.

Employee Salaries:

Salaries of all the *Contractor* staff must be in their bank accounts on the last working day of the month. Non-compliance will be considered as breach of contract.

Bonuses of all *Contractor* staff must be in their bank accounts on 20 December of each year. Non-compliance will be considered as breach of contract.

Salaries and bonuses paid to the workers must be in accordance with the minimum prescribed wages as per the Labour Relations Act.

Payslips for each employee is compulsory, and it must be according to the labour law standards.

Job Output:

Every worker must have a job output describing in detail all duties to be performed by that person every day. The working hours, coffee/tea breaks, etc. must also be included in this job output.

The *Contractor* staff may not do any private jobs for Eskom employees, such as washing cars, doing shopping, acting as messengers, etc. during working hours. A non-conformance will be issued to the *Contractor* if employee does not adhere to the above.

No alcohol, firearms, knives and other life-threatening objects are allowed on the Eskom premises.

Contractor's responsibility:

In the execution of his duties, it is expected of the supplier to comply with Eskom Standard entitled Occupational Health *Contractors* (Copy available on request).

The *Contractor* must comply with the Occupational Health and Safety Act and Compensation of Occupational Injuries and Safety Act and Compensation of occupational Injuries and Diseases Act.

The prices quoted by the *Contractor* will be revised each year according to the Option X1.

All the supplier's employees must be registered for UIF, Provident Fund and Workman's Compensation.

Induction is compulsory and will be done yearly by Eskom, but the *Contractor* will be liable for transport to the venue.

Yearly medicals are compulsory and proof must be handed in.

Uniforms and protective clothing

The *Contractor* will supply all his staff with clothing of uniform colour and styles, clearly marked with the Company's name:

The *Contractor* must provide 2 sets of 2-piece overalls each year.

The *Contractor* must provide two pairs of safety shoes- Steel tip, close top SABS approved with rubber sole- NO SLIP-ON'S each year.

The *Contractor* must provide two jerseys and two dry mac's for rainy and winter seasons. It is the *Contractor's* responsibility to maintain the clothing in a neat, tidy and clean condition at all times.

All uniforms are to be replaced as and when necessary. This does not mean only at the beginning of each financial year.

All machine operators will be equipped with safety helmets, eye and ear protectors and safety boots.

The *Contractor* shall ensure that all staff members are wearing the correct uniform at all times whilst on site.

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

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

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2.4 Provision of bonds and guarantees.

N/A.

2.5 Documentation control

All contract documentation shall be assigned a unique alphanumeric identification code that reflects the document's source, recipient, communication type, and sequential communication number.

The standard format is [Source]-[Recipient] - [Document Type]- [Sequential Number]

Formal Format:

- Contractual communications shall be issued as compiled letters or approved forms.
- Messages must be on official letterhead or within a controlled template.
- Emails may be used only as a transmission mechanism, not as the communication itself.
- The formal letter or form shall be attached as a PDF (locked format to prevent alteration).
- The email body may provide a brief summary only.

Prohibited Methods:

- No contractual instruction, request, variation, or clarification shall be issued as plain text in an email body, instant messaging, or verbal communication.
- Handwritten notes, texts, or informal apps (e.g., WhatsApp) are not accepted documentation channels.

This alphanumeric identification shall appear on:

- The document header/footer
- The transmittal sheet
- The document register
- Email subject line when issued electronically

2.6 Invoicing and payment

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

The *Contractor* shall address the tax invoice to
Eskom Holdings SOC Ltd
Megawatt Park Maxwell Drive Sunninghill Sandton
PO Box 1091 Johannesburg 2000, SA

and include on each invoice the following information:

Name and address of the *Contractor* and the *Service Manager*;

The contract number and title;

Contractor's VAT registration number;

The *Employer's* VAT registration number 4740101508;

Description of service provided for each item invoiced based on the Price List;

Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

(add other as required)

Electronic submission of invoices via e-mail:

Details on how to submit invoices and additional information:

- Ensure that the Eskom order number is clearly indicated on your invoice together with the line number on the order you are billing for.
- All Electronic invoices must be sent in PDF format only.

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- Each PDF file should contain one invoice; or one debit note; or one credit note only as Eskom's SAP system does not support more than one PDF being linked into workflow at a time.
- **Only one PDF file per email. (One invoice or debit note or credit note)**
- Send all invoices in PDF straight from your system to an Eskom email address (see email addresses below)
- **Please ensure that you comply with the tax Requirement for submitting invoices electronically.**
- If there is Cost Price Adjustment (CPA) on your invoice we recommend that you issue a separate invoice for CPA so that if there are any issues on the CPA the rest of the invoice can be paid while resolving the CPA issues.
- Introduction of electronic invoicing does not guarantee payment but will ensure visibility of all invoices and ensure that no invoices get lost. If the goods receipt is not done the invoice will be parked and the system will automatically send an e-mail to the end user to do the goods receipt. This is also tracked by Eskom through the park invoice report.
- Your company can request a park invoice report from the Finance Shared Services (FSS) contact centre which can then be followed up and corrected. You are welcome to forward the details of invoices corrected to the FSS contact centre.
- Email address for invoice submission: invoiceseskomlocal@eskom.co.za

2.7 Contract change management.

The *Employer* may instruct changes to the scope at any time, each instruction shall set out the change and the date on which it becomes effective; and must be issued to the *Contractor* in writing to be valid.

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

The *Contractor* must keep all documentation related to the compensation events, quotes and instructions from the *Employer* for the period of 5 years after contract completion for audit purposes. All service records are to be submitted to Eskom and remain the property of Eskom.

2.9 Insurance provided by the Employer.

The insurance policy provided by the *Employer* will be dealt with as specified in Clause 86.1 TSC.

2.10 Training workshops and technology transfer

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

2.11 Design and supply of Equipment

Design and the supply of equipment shall be as per the price listing and when specified.

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

2.12.1 Equipment

Any equipment or access material invoiced remains the property of Eskom.

2.12.2 Information and other things

The Provision of Core Technical Services (Electrical Building Maintenance services) to Property Management facilities at Highveld in Property Management Mpumalanga Operating Unit on an “as and when required basis” for a period of five (05) years.

At the end of the service period the *Contractor* will be required to provide the *Employer* with the *Contractor's* Safety file and any other information/ items used during the contract duration.

2.13 Management of work done by Task Order/Work order

The works shall be executed as per the work order approved by the Service Manager

The Provision of Core Technical Services (Electrical Building Maintenance services) to Property Management facilities at Highveld in Property Management Mpumalanga Operating Unit on an “as and when required basis” for a period of five (05) years.

3. Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in SHE Specification and Audit Report to this Service Information and monthly SHE submissions.

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

The five Eskom Life Saving Rules are as follows:

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

Rule 2: Hook up at height.

Rule 3: Buckle Up

Rule 4 Be Sober

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

Rule 6: Ensure safe live working.

The *Contractor* shall comply with:

- The Occupational Health and Safety Act, 1993, and all its regulations. Including the Construction Regulations, 2014.
- The Health and Safety Requirements of the *Employer* more fully set out in Eskom Standards and procedures.
- The *Contractor* acknowledges that he is fully aware of the requirements of all of the above and undertakes to employ people who have been duly authorized in terms thereof and who have received sufficient safety training to ensure that they can comply therewith.
- The *Contractor* undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures
- The *Contractor* shall appoint a person who will liaise with the Eskom Safety Officer responsible for the premises relevant to this contract.
- 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 Provision of Core Technical Services (Electrical Building Maintenance services) to Property Management facilities at Highveld in Property Management Mpumalanga Operating Unit on an “as and when required basis” for a period of five (05) years.

- An authorized Eskom representative will be on site for regular site visits to monitor the *Contractor's* implementation of health, safety and quality Standards.
- The works to be enclosed with chevron barricade tape supplied and installed by the *Contractor* and set out by the *Employer*.

The *Contractor* shall be responsible for all expenses incurred to ensure adherence to Occupational Health and Safety Act and its Regulations.

- Please Note: (Before carrying out work, *Contractor* to notify the provincial director in writing of the construction work if it is exceeding the limits as listed in the Construction Regulations)
- It is an Eskom requirement that the *Contractor* shall use a Fall Arrest System (FAS) as defined in the Construction Regulations whenever a risk of falling exists. The *Contractor* shall adhere to the applicable standards and procedures attached to this contract.
- Typically, the following identified risks could endanger the work as done by the *Contractor*. The *Contractor* should identify mitigation actions for these risks, as well as identify any additional risks and submit at tender:
- The *Contractor* shall submit a Safety Plan at Tender stage.

Construction Safety

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

Compensation for Occupational Injury and Diseases Act

- The *Contractor* shall submit valid letter of good standing and ensure the validity during the contract duration.

3.2 Environmental constraints and management

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The *Contractor* shall comply with the environmental legal requirements, criteria and constraints stated.

General Environmental Management Requirements

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

Waste Disposal

The supplier shall ensure:

- That waste is disposed of on a permitted / legal waste site, for the applicable waste type, in terms of the Environment Conservation Act, 73 of 1989 and the National Environmental Waste Management Act (Act 59 of 2008).
- That a disposal certificate (waste manifest) is obtained if hazardous waste was disposed-of.
- That where appropriate, waste is recycled or re-used.

3.3 Quality assurance requirements

The *Contractor* shall comply with the quality requirements as stated in QM-58 (As applicable).

Quality Plan

- The *Contractor* needs to submit a quality plan indicating the control points for quality to ensure that the works are done according to specification.
- The *Contractor* is required to employ a competent Supervisor or Foreman on site for the duration of the project to implement workmanship quality checks.
- Eskom will do inspections and quality checks on installations completed by the *Contractor* prior to hand-over of each project.

Specifications

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

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4. Procurement

4.1 People

4.1.1 Minimum requirements of people employed.

In some instances, the *Contractor* may be required to recruit staff from the local to site communities.

4.1.2 BBBEE and preferencing scheme

The *Contractor* shall maintain the Required B-BBEE Recognition Level for the duration of the Agreement. The *Contractor* shall provide Eskom with a valid Verification Certificate and such other information as Eskom may reasonably request, in respect of which the *Contractor* claims maintenance for the duration of the Agreement of the Required B-BBEE Recognition Level. For the purpose of this clause “verification Certificate” means a verification certificate and the accompanying documentary proof confirming the B-BBEE Status of a particular entity as issued by an accredited verification agency.

Supplier development and localisation

The *Contractor* complies with and fulfils the *Contractor’s* obligations in respect of the supplier, development and localisation matrix.

The *Contractor* shall keep accurate records and provide the Service Manager with reports on the *Contractor’s* actual delivery against the above stated supplier development and localisation matrix

The *Contractor’s* failure to comply with his supplier development and localisation obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

Reconstruction and Development Programme (RDP) Goals

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 with a B-BBEE recognition status of Level 5 to Level 8 or non-compliant at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of Level 4 by the end of the first year of the contract and thereafter improve at least one B-BBEE Level higher of each year from the second year of the contract.

Tenderer/s are requested to submit their B-BBEE Improvement Plan as an essential document within 30 days of signing the contract.

NB: A valid B-BBEE certificate or Sworn Affidavit is a condition for contract award, if your company’s annual Total Revenue is R10 Million or less you qualify as an Exempted Micro Enterprise therefore you can submit Sworn Affidavit. If your annual Total Revenue is R50 Million or less, you qualify as Qualifying Small Enterprise and must comply with all of the elements of QSE score card relevant to your sector unless an

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entity is at least 51% Black owned you are required to obtain a Sworn affidavit. If your Annual Total Revenue is above R50m you need to submit a Valid B-BBEE certificate.

Jobs.

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

Note: Communities based local to site (area around site) should be prioritised for employment and all unskilled labourers be sourced from areas local to site.

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 all provinces in the country, and their composition shall be representative of the population demographics of South Africa.

Skill type / Occupation	Eskom target	Tenderer's Proposal
Electrical Artisan (Candidates with minimum N2 Electrical Engineering)	5 (1 per annum)	

The process of developing these skills shall involve the participation by tenderers directly and through their supply network. In certain cases, the SETA's accredited training providers can be approached to participate in developing critical and scarce skills.

Note: That these targets for skills development candidates categorically exclude Eskom employees and registered learners. The tenderers are required to take full responsibility for the total cost of developing the requisite skills, and Eskom shall not make any financial contribution towards the fulfilment of this obligation. Tenderers also are advised to approach their relevant SETAs to access grants, subsidies, and incentives as well as South African Revenue Services for tax rebates that are earmarked for skills development initiatives

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 order 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.

Reporting and Monitoring

- The suppliers shall on a bi-annual 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

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4.2 Subcontracting

4.2.1 Preferred sub *Contractors*

N/A

4.2.2 Subcontract documentation, and assessment of subcontract tenders

N/A

4.2.3 Limitations on subcontracting

N/A

4.2.4 Attendance on sub *Contractors*

N/A

4.3 Plant and Materials

4.3.1 Specifications

N/A

4.3.2 Correction of defects

The *Contractor* shall provide maintenance and repair of all the equipment necessary to provide the services. All defects to the works shall be rectified as specified in QM 58.

4.3.3 *Contractor’s* procurement of Plant and Materials

All plants and material are to be procured with written approval by Eskom facilities official.

4.3.4 Tests and inspections before delivery

All tests and inspections are to be carried out by instruction/ with written approval by Eskom facilities official.

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

N/A

4.3.6 Cataloguing requirements by the *Contractor*

N/A

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5. Working on the Affected Property

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

The *Employer* will provide access control for the Site. Strict access control shall be implemented 24 hours a day at all entrances to the Project Site. All persons and vehicles entering or exiting the Project Site may be subjected to searches and the *Employer* reserves the right to refuse entrance to Site to any person not meeting security and/or access requirements.

From time to time, and as required, the *Employer* will issue policies and procedures regarding Project Site security and access control. These policies and procedures shall be strictly adhered to by the *Contractor*. The *Employer* shall be entitled, at his discretion, to amend or relax the Project Site security and/or access requirements to deal with emergencies or other circumstances justifying such amendment or relaxation. Where the *Contractor* is allocated a construction yard, security will be *Contractor’s* responsibility and must comply with the *Employer’s* requirements.

Any breach of security must be reported to the *Employer* immediately.

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

Working hours shall be from 07:30 to 16:00, Monday to Friday or as directed by the *Employer*. Overtime will be approved by an *Employer* prior to the *Contractor* working overtime.

The *Contractor* shall keep records of his people working on the Affected Property, including those of his SubContractors. The *Employer* shall have access to records at any time.

5.3 Health and safety facilities on the Affected Property

The *Contractor* shall ensure that alternative arrangements are made for possible incidents occurring after normal working hours. Where services are not available from the Eskom Medical Centre, the *Contractor* shall make alternative arrangements for any medical assistance. Proof of this must be made available in the Principal Contractors SHE Plan.

5.4 Environmental controls, fauna & flora

The *Contractor* shall comply with the safety, health and environmental requirements stated in the ERE SHE Specification.

5.5 Cooperating with and obtaining acceptance of Others

Except as directed by the *Employer*, the *Contractor* shall in no way interfere with, remove, adjust or operate plant, materials and/or equipment of or being supplied or operated by Other *Contractors*.

5.6 Records of *Contractor’s* Equipment

The *Contractor* is responsible for maintaining the asset register equipment on site and shall be audited by the *Employer* from time to time.

5.7 Equipment provided by the *Employer*

N/A

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5.8 Site services and facilities

5.8.1 Provided by the *Employer*

The *Employer* shall, at his expense, arrange for, develop, and maintain the various facilities and services on site, as applicable. The services and facilities provided by the *Employer* are listed below:

- Electricity.
- Water supply; and
- Sanitary Services.

5.8.2 Provided by the *Contractor*

The *Contractor* shall provide all other services and facilities not mentioned in 5.8.1.

5.9 Control of noise, dust, water and waste

The *Contractor* shall comply with the safety, health and environmental requirements stated in the project SHE Specification.

5.10 Hook ups to existing works

The performance of the Works which affects the *Employer's* operations or the systems of Other *Contractors* shall be scheduled to be performed only at times approved by the *Employer*. The procedure for carrying out work which of necessity interrupts the *Employer's* operations, or the systems of Other *Contractors*, or imposes abnormal operating conditions on their systems, is subject to approval of the *Employer*.

5.11 Tests and inspections

5.11.1 Description of tests and inspections

The *Contractor* is responsible for providing quality inspections as per the scope requirements and rectifies all defects within agreed time period. The *Contractor* shall supply the end of job documentation associated with the services. The end of job documentation consists of the signed off (where applicable) completion forms of acceptance by the *Employer*.

5.11.2 Materials facilities and samples for tests and inspections

In some instances, the *Employer* representative may request samples for testing/ inspection.

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6. List of drawings

6.1 Drawings issued by the *Employer*

The site drawings shall be issued by the *Employer* on request and returned in the same condition once the activity has been completed.

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ANNEXURE A: TASK ORDER

Task Order form for use when work within the *service* is instructed to be carried out within a stated period of time on a Task by Task basis

Task Order No. [•] *service* [•]

To: [•].....
..... (Contractor)

I propose to instruct you to carry out the following task:

Description [•]

Starting date [•]

Completion Date [•]

Delay damages per week [•]

Please submit your price and programme proposals below.

Signed: _____ Date _____

(for *Employer*)

Total of Prices for items of work on the Price List
(details attached)

R. _____

Total of Prices for items of work not on the Price List
(details attached).

R. _____

Total of the Prices for this Task Order

R. _____

The programme for the Task is [ref] (attached)

Signed: _____ Date _____

(for *Contractor*)

I accept the above price and programme and instruct you to carry out the Task

Signed: _____ Date: _____

(for *Employer*)

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ANNEXURE: C

No	Unique Identifier	Revision	Document Title
1.	32 - 727	2	Safety, Health, Environment and Quality (SHEQ) Policy 32-727  Safety, Health, Environment and Qua
2.	32-136		Contractor Health and Safety Requirements  Contractor Health and Safety Requirem
3.	32-520	- 2	Occupational Health & Safety Risk Assessment Procedure  Occupational Health & Safety Risk.pdf
4.	32-726	2	Contract and Contractor OHS Management  Contract and Contractor OHS Manā
5.	32-95	8	Environmental, Occupational Health and Safety Incident Management Procedure  32-95 Occupational Health and Safety Inc
6.	240-43848327	1	240-43848327 Employee's Refusal to work in Unsafe Situations  Employees' Right of Refusal to Work in Un
7.	32-37	3	1 Management of Substance Abuse in the workplace  32-37Management of Substance Abuse ii
8.	240-62946386	6	240-62946386 Vehicle and Driver Safety Management Procedure  240-62946386_Drive r_and_Vehicle_Safety_
9.	Construction Regulation 5		Appointment letters for Client representative, Principal Contractor & Contractor  Principal Contractor Appointment.pdf
10.	OHS Act Section 37(2)		SECTION 37(2) AGREEMENT CONCLUDED BETWEEN

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			 Occupational Health and Safety Act Sector
11.	Construction Regulation 4	CR 2014	Notification of construction work  240-97789318 Notification of Constr
12	240-62196227	1	Life Saving rules  Life-Saving Rules.pdf
13, 14& 15	34 - 1063	0	Expanded Public Works Report 34-1063.  10_34-1063 EPWP Works Instruction.pdf  11_EPWP Guidelines Second edition 2005.  Eskom EPWP report template rev 7.xlsx
16	DST 34-961	0	Legal appointments and authorizations  13_Legal Appointments and Au
17	TPC 41-55		Transporting persons on back of vehicles  14_Transporting of Passengers on the ba
18	LTIR	Master	Lost time injury report  LTIR Master.xls
19	2 Contractor Performance Evaluation	Master	 PA - Contractors.xlsx
20	3 Supplier Contract Quality Requirements	Master	 QM-58 Supplier Contract Quality Req

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

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

Acknowledgement by *Contractor*

I/We, do hereby acknowledge having read and understood the above Annexed documents **C3 of this contract.**

I/We undertake to study and abide by these requirements at all time.

Signed at: on the day of20.....

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