

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



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
(Mechanical Building Maintenance services) to
Eskom Distribution Property Management facilities
at Lowveld Zone in Property Management
Mpumalanga Operating Unit for a period of 60
months.**

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CONTRACT No.

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

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

1.1 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 (Mechanical Building Maintenance services) to Eskom Distribution Property Management facilities at Lowveld Zone in Property Management Mpumalanga Operating Unit for a period of 60 months.

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

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

Options A	The offered total of the Prices exclusive of VAT is	
	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*.

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1.2 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.

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

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C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*.

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	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
		X20: Key performance indicators
		Z: <i>Additional conditions of contract</i>
	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	

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

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Fax

e-mail

11.2(2)	The Affected Property is	Mpumalanga Operating Unit, Lowveld Zone
11.2(13)	The <i>service</i> is	The Provision of Core Technical Services (Mechanical Building Maintenance services) to Eskom Distribution Property Management facilities at Lowveld Zone, in Property Management Mpumalanga Operating Unit for a period of 60 months.
11.2(14)	The following matters will be included in the Risk Register	N/A
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	1 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	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	4 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

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(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in 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	A weather measurement is recorded. within a calendar month, before the Completion Date for the whole of the works and at the place stated in the Contract Data the value of which, by comparison with the weather data, is shown to occur on average less frequently than once in ten years. Only the difference between the weather measurement and the weather which the weather data show to occur on average less frequently than once in ten years is taken into account in assessing a compensation event.
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	the amount of the deductibles relevant to the event described in the "Format TSC3"

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	caused by the <i>Contractor</i> to the <i>Employer's</i> property is	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 connection with the <i>Contractor's</i> Providing the Service for any one event is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands).

9 Termination

Termination 90

- 90.1 If either Party wishes to terminate the *Contractor's* obligation to Provide the Service, he notifies the *Service Manager* and the other Party giving details of his reason for terminating. The *Service Manager* issues a termination certificate to both Parties promptly if the reason complies with this contract.
- 90.2 The *Contractor* may terminate only for a reason identified in the Termination Table. The *Employer* may terminate for any reason. The procedures followed and the amounts due on termination are in accordance with the Termination Table.

TERMINATION TABLE

Terminating Party	Reason	Procedure	Amount due
The <i>Employer</i>	A reason other than R1–R21	P1, P2 and P4	A1, A2 and A4
	R1–R15 or R18	P1, P2, P3 and P4	A1, A2 and A3
	R17 or R20	P1 and P4	A1 and A2
	R21	P1, P3 and P4	A1 and A2
The <i>Contractor</i>	R1–R10, R16 or R19	P1, P2 and P4	A1, A2 and A4
	R17 or R20	P1, P2 and P4	A1 and A2

- 90.3 The procedures for termination are implemented immediately after the *Service Manager* has issued a termination certificate.
- 90.4 Within thirteen weeks of termination, the *Service Manager* certifies a final payment to or from the *Contractor* which is the *Service Manager's* assessment of the amount due on termination less the total of previous payments. Payment is made within three weeks of the *Service Manager's* certificate.

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	90.5	After a termination certificate has been issued, the <i>Contractor</i> does no further work necessary to Provide the Service.
Reasons for termination	91	
	91.1	Either Party may terminate if the other Party has done one of the following or its equivalent. • If the other Party is an individual and has • presented his petition for bankruptcy (R1), • had a bankruptcy order made against him (R2), • had a receiver appointed over his assets (R3) or • made an arrangement with his creditors (R4). • If the other Party is a company or partnership and has • had a winding-up order made against it (R5), • had a provisional liquidator appointed to it (R6), • passed a resolution for winding-up (other than in order to amalgamate or reconstruct) (R7), • had an administration order made against it (R8), • had a receiver, receiver and manager, or administrative receiver appointed over the whole or a substantial part of its undertaking or assets (R9) or • made an arrangement with its creditors (R10).
	91.2	The <i>Employer</i> may terminate if the <i>Service Manager</i> has notified that the <i>Contractor</i> has defaulted in one of the following ways and not put the default right within four weeks of the notification. • Substantially failed to Provide the Service (R11). • Not provided a bond or guarantee which this contract requires (R12). • Appointed a Subcontractor for substantial work before the <i>Service Manager</i> has accepted the Subcontractor (R13).
	91.3	The <i>Employer</i> may terminate if the <i>Service Manager</i> has notified that the <i>Contractor</i> has defaulted in one of the following ways and not stopped defaulting within four weeks of the notification. • Substantially hindered the <i>Employer</i> or Others (R14). • Substantially broken a health or safety regulation (R15).
	91.4	The <i>Contractor</i> may terminate if the <i>Employer</i> has not paid an amount due under the contract within eleven weeks of the date that it should have been paid (R16).
	91.5	Either Party may terminate if the Parties have been released under the law from further performance of the whole of this contract (R17).
	91.6	If the <i>Service Manager</i> has instructed the <i>Contractor</i> to stop or not to start any substantial work or all work and an instruction allowing the work to re- start or start has not been given within thirteen weeks, • the <i>Employer</i> may terminate if the instruction was due to a default by the <i>Contractor</i> (R18), • the <i>Contractor</i> may terminate if the instruction was due to a default by the <i>Employer</i> (R19) and • either Party may terminate if the instruction was due to any other reason (R20).
	91.7	The <i>Employer</i> may terminate if an event which the Parties could not reasonably prevent has substantially affected the <i>Contractor's</i> work for a continuous period of more than thirteen weeks (R21).
Procedures on	92	
	92.1	On termination, the <i>Employer</i> may complete the service and may use any Plant

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- termination** and Materials provided by the *Contractor* (P1).
- 92.2 The procedure on termination also includes one or more of the following as set out in the Termination Table.
- P2 The *Employer* may instruct the *Contractor* to remove any Equipment, Plant and Materials and assign the benefit of any subcontract or other contract related to performance of this contract to the *Employer*.
- P3 The *Employer* may use any Equipment to which the *Contractor* has title to complete the *service*. The *Contractor* promptly removes the Equipment when the *Service Manager* notifies him that the *Employer* no longer requires it to complete the *service*.
- P4 The *Contractor* provides to the *Employer* information and other things which the *Service Information* states he is to provide at the end of the *service period*.
- Payment on 93**
- termination 93.1** The amount due on termination includes (A1)
- an amount due assessed as for normal payments,
 - the Defined Cost for Plant and Materials
 - which have been delivered and retained by the *Employer* or
 - which the *Employer* owns and of which the *Contractor* has to accept delivery,
 - other Defined Cost reasonably incurred in expectation of completing the whole of the *service* and
 - any amounts retained by the *Employer*.
- 93.2 The amount due on termination also includes one or more of the following as set out in the Termination Table.
- A2 The forecast Defined Cost of removing the Equipment.
- A3 A deduction of the forecast of the additional cost to the *Employer* of completing the whole of the *service*.
- A4 The *direct fee percentage* applied to
- for Options A and C, any excess of the total of the Prices at the Contract Date over the Price for Services Provided to Date or
 - for Option E, any excess of the first forecast of the Defined Cost for the *service* over the Price for Services Provided to Date less the Fee.

10	Data for main Option clause
A	Priced contract with price list
20.5	The Contractor prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than
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).

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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	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
	- if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is			
12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	One (1) month prior to tender closing date. The price will be fixed for the first Sixteen (16) months of the contract start date and is subject to escalation thereafter		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		75%	Labour	[SEIFSA Table C-3 a]
		10%	[Transport]	[SEIFSA Table L-2(A)]
		15%	[Fixed]	
		1.00		
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X17	Low service damages			
X17.1	The <i>service level table</i> is in			
X18	Limitation of liability			
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)		
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on Insurance Letter Attached		

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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 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) months after the end of the <i>service period</i> .
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	Two (2) days of receiving the Task Order
3.		
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

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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.
- 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

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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 subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *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;
- 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

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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 Addition to secondary Option X7 Delay damages (if applicable in this contract)

- Z11.1 If the amount due for the *Contractor's* payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the *Employer* may terminate the *Contractor's* obligation to Provide the Works using the same procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table.

Z12 Ethics

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

- Affected Party** means, as the context requires, any party, irrespective of whether it is the *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** means any unlawfully or illegally intentional act or omission that misleads, or attempts to

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- Action** 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.
- Z12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z12.2 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.
- Z12.3 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.
- Z12.4 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.
- Z13 Insurance**
- Z 13.1 Replace core clause 84 with the following:**

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Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage to the <i>works</i> , 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 <i>works</i> , 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>Employer's 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.

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INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum 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

Z14 Nuclear Liability

- Z14.1 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.
- Z14.2 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*.
- Z14.3 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*.
- Z14.4 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.
- Z14.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z15 Asbestos

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

AAIA means approved asbestos inspection authority.

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ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalized to the baseline of a 4-hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.
Z15.1	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.
Z15.2	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.
Z15.3	The <i>Employer</i> manages asbestos and ACM according to the Standard.
Z15.4	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

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monitoring conducted in order to declare the area safe.

- Z15.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z15.6 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.
- Z15.7 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.

4. Annexure A: Insurance provided by the Employer.

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

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

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 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	C1
11.2(19)	The tendered total of the Prices is	Attached Price List

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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 11.2

(12) The Price List is the *price list* 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 *Contractor* has completed and
- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* 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 Eskom 48 Brown Street 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.

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- **COC Certificate:**
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*

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ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL AMOUNT
	<u>SECTION NO. 1</u> <u>MATERIALS AND WORKMANSHIP</u> <u>Samples of materials</u> The Service provider shall furnish samples of materials and specimens of finishes as may be called for by Eskom Distribution Property Management Mpumalanga Operating Unit Lowveld Zone (Eskom Dx PM MOU Lowveld Zone) Official for his approval. <u>Rate approvals:</u> The tenderer is advised that any rate that is required for new work must include the following breakdown: Material, labour, plant, wastage, transport, and profit. Rate approvals must be authorised by the Eskom Dx PM MOU Lowveld Zone Official prior to work being carried out. <u>Workmanship samples</u> The Eskom Dx PM MOU Lowveld Zone Official may instruct the Service Provider to furnish samples of workmanship for his approval. Where the Eskom Dx PM MOU Lowveld Zone Official requires an assembly of various elements of the building or installation, which is not incorporated in the Works, the Contractor shall arrange such an assembly at the Employer's expense and the contract value shall be adjusted accordingly.				

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The Eskom Dx PM MOU Lowveld Zone Official may reject any workmanship not corresponding with approved samples. Approved samples are to be kept on site until the completion of the Works and thereafter removed if not required in the finished work. Adequate access and viewing facilities shall be provided.

TEMPORARY WORKS AND PLANT

The Tenderer is deemed to have priced against this item for all costs in respect of these requirements.

Advertising

All advertising rights on the site and the hoardings are reserved exclusively for the Employer.

Plant, equipment, sheds and offices

The Service Provider shall provide, maintain and remove on completion:

- a) All plant, equipment, scaffolding, tools and the like required for the due and proper fulfilment of the Works.
- b) Temporary sheds for the proper storage of materials and the use of the Service Provider's workers.

Temporary Services

Water

Eskom Dx PM MOU Lowveld Zone shall ensure that water is available on site.

GENERAL

Protection of the Works

Specific protection measures required by the Employer are described in detail in the Works Information

Protection of existing and/or partially occupied Works

The Service Provider shall provide all reasonable temporary measures to protect / isolate the existing and / or sections of the occupied Works and remove such measures on completion.

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Negligence on the part of the service provider shall be charged by the Employer

Site Security - Works Information

The Service Provider shall take all appropriate measures for general site security and shall ensure that the following requirements are always adhered to:

- a) All workers to be in new company overalls, safety helmets, boots, etc.
- b) The following items will not be allowed on site:
 - i) Firearms or other dangerous weapons
 - ii) Explosives
 - iii) Liquor
 - iv) Narcotic drugs

The employees of the service provider shall be subjected to security check.

The Service Provider must ensure at all times that the compliance with regards to safety and protection of the employers' property are adhered to

Disturbance

The Service Provider must execute the Works with a minimum and acceptable of disturbance to premises.

Works cleaning and clearing

The Service Provider shall regularly clean and clear away all rubbish and excess materials as the Works proceed and leave the Works in a clean and satisfactory state for use and occupation in and satisfactory state for use and occupation in terms of the agreement.

Vermin

The Service Provider shall take all necessary precautions to keep the Works and site free from vermin and shall leave the Works vermin-free.

Occupational Health and Safety Act

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	The Service Provider shall for the duration of this contract be deemed to be the mandatory Eskom for the purposes of the Occupational Health and Safety Act No. 85 of 1993, and he shall prior to taking occupation of the site satisfy Eskom by means of written representations that he has fully complied with the relevant requirements of the said act. Acceptance by Eskom of the Service Provider's written representations in terms of the above shall constitute an agreement in writing to the arrangements and procedures between the parties to ensure compliance by the Contractor with the provision of the act referred to therein, for the purpose of section 37(2) of the said act. Eskom shall at all times have the right to summarily suspend the performance of the Contractor hereunder pending compliance by the Contractor with any requirement, regulation and direction referred to. Eskom shall be entitled to set off against any amount owed by Eskom to the service provider hereunder any loss or damage suffered by it as a result of the suspension of the contractors performance in the circumstances envisaged above. The tenderer shall price for all necessary items to comply with the Occupational Health and Safety Act Specification. <u>SUPPLEMENTARY DOCUMENTATION</u> <u>Labour Record</u> At the end of each week the Service Provider shall provide the Eskom Dx PM MOU Lowveld Zone Official with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all Sub-Contractors on the Works each day. <u>Plant Record</u> At the end of each week the Service Provider shall provide the Eskom Dx PM MOU Lowveld Zone Official with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the Works.				
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The Provision of Core Technical Services (Mechanical Building Maintenance services) to Eskom Distribution Property Management facilities at Lowveld Zone in Property Management Mpumalanga Operating Unit for a period of 60 months.

Unauthorised Persons/ Workmen on Premises

The Service Provider shall at all times strictly exclude all unauthorised persons from the Works and the site and shall set up notice boards to that effect.

Safety Helmets and Protective Clothing

The Service Provider shall take all necessary steps to ensure that all workmen employed on the Works comply with regulations regarding the wearing of appropriate PPE

GENERAL

Media Releases, Advertising, etc.

The Service Provider together with his Sub-Contractors shall not, without the written consent of the Employer, cause any statement or advertisement to be printed, screened or aired by the media.

Manufacturer's Recommendations

All commodities are to be handled, stored, used, applied and/or fixed in strict accordance with the manufacturer's instructions and recommendations and after consultation with the manufacturer's authorised representative. Should these instructions and/ or recommendations conflict with other specified requirements the Facility Manager must be notified timeously.

Commodities to be New

All commodities, goods, articles or materials throughout the building are to be new so as to ensure that they are likewise in perfect condition when handed over at completion of the Work.

Standard of Workmanship and Materials

In the absence of detailed specifications for any item or items, National Building Regulations, the latest applicable South African Bureau of Standards Specification, or where such does not exist, then the latest applicable British Standard Specification shall apply.

Removal and Making Good of Temporary Works, etc., on Completion

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

The Service Provider shall remove all temporary Works, roads, services and the like used for these roads, services and the like used for this Contract and shall make good to the entire satisfaction of the Eskom PM MOU Lowveld Zone Official any damage resulting therefrom.

Signage

All warning signage must be in English

Environmental requirements

The Service Provider shall take all necessary steps to ensure compliance with all Environmental laws and Requirements.

Proprietary branded products

The Service Provider shall take delivery of, handle, store, use, apply and/or fix all proprietary branded products in strict accordance with the manufacturer's instructions after consultation with the manufacturer's authorized representative.

Contractors Responsibility

The Employer, the Eskom Dx PM MOU Lowveld Zone Official and the other professional consultants shall not be responsible for any act or omission on the part of the Contractor which may result in any patent or latent defects, in materials or workmanship, breach or neglect of any local regulations. The Service Provider shall at times be responsible for any such neglect, deviation or wrong act, whether the same discovered before or after the final certificate, or any other Certificate, has been approved.

Overtime

Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the Service Provider unless the Eskom Dx PM MOU Lowveld Zone Official has specifically authorized in writing, prior to the execution thereof, that costs for such overtime are to be borne by the Employer.

Construction instructions

Contract instructions issued on site are to be recorded in writing

Special Works/Direct Contracts

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

The Employer shall have the right to employ other Contractors (hereinafter referred to as 'Direct Contractors') to execute any special or other Works whether contained in this Contract or not, concurrently with the work being executed under this contract.

The Service Provider shall not be entitled to any percentage, profit or discount on the value of any work executed by 'Direct Contractor's. The Service Provider shall allow Direct Contractors, etc., to use, free of charge, the latrine accommodation and water and power supply on the site and shall not in any way hinder or prevent the execution of their work.

Guarantees and Maintenance Manuals

The Service Provider shall obtain and hand over to the Eskom Dx PM MOU Lowveld Zone Official on Completion of any task or service, all relevant guarantees, any operating and maintenance instruction manuals, data or instructions required by the Eskom Dx PM MOU Lowveld Zone Official or provided by manufacturers, suppliers or Sub-Contractors.

The Service Provider shall ensure that all warranties and guarantees received are fully ceded to the Employer.

The supply of all materials are deemed to include the following:

Transport, conveying, cartage, carriage, and delivery, etc.

Taking delivery, unloading, storing, unpacking, hoisting, or lowering and handling

All applicable import taxes and duties.

All obligations arising out of the Provisional activity schedule, and all costs and charges deemed necessary for complying with the terms and conditions herein.

Removal and Making Good of Temporary Works, etc., on Completion

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

The Service Provider shall remove all (except where specifically stated otherwise) temporary Works, roads, services and the like used for this Contract and shall make good to the entire satisfaction of the Eskom Dx PM MOU Lowveld Zone Official any damage resulting therefrom.

Making Good

All materials and workmanship in building up, making good, etc., are to match existing and where new materials abut existing, they are to be neatly jointed to same.

'Making good' existing work where disturbed or damaged shall mean the provision of the necessary new material to match existing and the necessary workmanship so that a complete restoration is achieved to the satisfaction of the Eskom Dx PM MOU Lowveld Zone Official.

'Making good' where abutting walls, etc., are removed, shall mean the provision of the necessary material and workmanship in filling the gaps to match surrounding finishes so that a complete and perfect surface, continuous with surrounding surfaces and matching of same, is obtained to the Eskom Dx PM MOU Official's satisfaction.

Mode of Procedure

Notwithstanding anything to the contrary contained herein the Eskom Dx PM MOU Lowveld Zone Official at all times reserves the right to direct the order in which the various parts of the Contract are to be executed. The Service Provider shall give priority to any individual section or portion of the Works that, in the opinion of the Eskom Dx PM MOU Lowveld Zone Official, requires to be expedited.

Should it appear, in the Eskom Dx PM MOU Lowveld Zone Official's opinion, that work in any area is not being executed in accordance with the requirements of the Contract Programme, the Service Provider shall provide additional manpower and resources and shall work additional overtime and do everything else required to bring the work back to programme to the satisfaction of the Eskom Dx PM MOU Lowveld Zone Official and to the Contractor's cost

Method Statement

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

The Tenderer shall produce, when required to do so by the Eskom Dx PM MOU Lowveld Zone Official, a Method Statement outlining the methods of construction and labour and plant resources that he proposes to use in the execution of the Works. Any approval given or observation made by the Eskom Dx PM MOU Lowveld Zone Official shall not relieve the Contractor of his sole responsibility to adopt the methods of construction and to provide the labour and plant resources necessary for the due and proper timeous execution of the Works.

Encroachment

During the course of the building operations, the Contractor shall be held entirely responsible for any encroachment onto any adjoining properties, buildings, etc., or servitudes and the cost of any remedial measures as required by the Eskom Dx PM MOU Lowveld Zone Official shall be borne by the Contractor

SECTION NO. 2

SHEQ REQUIREMENTS

The Service Provider shall take the necessary steps to ensure that all workmen employed on the Works comply with regulations regarding the wearing of Personal Protective Equipment as per Eskom's PPE Matrix.

The Service Provider will provide mandatory OHS Training to all workmen before the commencement of the works. All Workers employed during the contract shall also receive training before gaining access to the site. e.g. SHE Representative, First Aid, Fire Fighting, risk assessment.

The Service Provider shall provide task specific training to his employees where a specific task is to be undertaken during the works period e.g. Working at heights, Supervisory (OHS legal liability).

The Service Provider must provide the necessary communication tools in the case of emergency, these tools must be kept on site.

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

	The Service Provider shall take the necessary provisions for an emergency. This includes First aid boxes, fire extinguisher and emergency alarm in the case of an emergency on site. These essentials must be stored in places that are easily accessible. The Service Provider must take the necessary steps to manage Incidents that occur on site. (Meetings, training)				
1	Compilation of SHEQ File for all sites <u>SHE legal training (The rate should be for each person trained and is to be multiplied by the quantity of personnel trained when invoicing).</u>	Item	1	R	-
2	Legal liability (owner & supervisors)	No			Rate Only
3	Working at Heights				
4	First aid	No			Rate Only
5	Fire fighting	No			Rate Only
6	Emergency preparedness	No			Rate Only
7	OHS Supervisory training	No			Rate Only
8	HIRA	No			Rate Only
9	RCAT	No			Rate Only
10	Handling of Hazardous chemicals	No			Rate Only
11	Oil spill training	No			Rate Only
12	Transportation of dangerous goods	No			Rate Only
	Any other: Contractor to specify: 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.)	Item	1	R	-
					Rate Only

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

13	Steel toe capped safety boots	No		Rate Only
14	Appropriate protective clothing	No		Rate Only
15	Gloves	Pair		Rate Only
16	Hard hat with three- or four-point chin straps, with chin strap attached according to manufacturer's specification	Ea		Rate Only
17	Ear protection (earplugs) etc	Box of 50		Rate Only
18	Eye protection appropriate to task performed	Box of 50		Rate Only
19	Site First Aid box fully equipped	Ea		Rate Only
20	Luminous high visibility safety vests	No		Rate Only
21	Any other: Contractor to specify:	Item		Rate Only
	Supply and provision of Equipment for working at Heights & ensure use thereof for full compliance by the team. (Risk based)			
22	Fall protection equipment (Safety harness)	No		Rate Only
23	Double lanyard harness	No		Rate Only
24	Fall protection plan	Item		Rate Only
	Other related SHEQ Documents (Annually)			
25	Medical Surveillance including fitness of personnel working at heights	No		Rate Only
	<u>SECTION NO. 3</u>			
	<u>MAINTENANCE CORE TEAM</u>			

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

	<u>Adhoc 'As and when required' Work to be done from Monday to Friday between 7:00am and 4pm:</u>				
1	Part time Construction SHE Officer (SACPCMP)	Rate/hr			
2	Mechanical Supervisor	Rate/hr			
3	Artisan - Diesel Mechanic with Trade test	Rate/hr			
4	Artisan - Fitter with Trade test	Rate/hr			
5	Semi-Skilled Assistant	Rate/hr			
6	General worker/ Labourer	Rate/hr			
	Work on Saturday, Sunday and Public Holidays (Under Instruction only)				
7	Part time Construction SHE Officer (SACPCMP)	Rate/hr			
8	Mechanical Supervisor	Rate/hr			
9	Artisan - Diesel Mechanic with Trade test	Rate/hr			
10	Artisan - Fitter with Trade test	Rate/hr			
11	Semi-Skilled Assistant	Rate/hr			
12	General worker/ Labourer	Rate/hr			
	<u>SECTION NO. 4</u>				
	PLANT & MATERIAL				
1	Equipment, material & Spares required for maintenance will be determined on a defined cost-plus fee.	Mark-up percentage			
2	Skyjack Mobile Boom Lift 20m - Day Rate	Day			
3	Issuing of COC	Unit Price			
	TOTAL CARRIED TO FINAL SUMMARY				

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

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 (Mechanical Building Maintenance services) to Eskom Distribution Property Management facilities at Lowveld Zone in Property Management Mpumalanga Operating Unit for a period of 60 months. 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 Mechanical 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.

2. Employer's requirements for the service

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

- Mechanical 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.

2.1. The scope of mechanical 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.

2.2. 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.

2.3 Detailed description of the service

FUNCTIONAL GROUPING	SERVICES	
	Mechanical Maintenance Services (Not limited to the below mentioned)	Frequency

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

Mechanical Maintenance	<u>1. Motors</u> • All overload settings shall be checked, and overload setting shall be in accordance with the manufacturer's data plate on each motor. • All electrical connections shall be checked for tightness. • All Earth Connections shall be clean and tight. Check and ensure that all pilot lights/indicator lights and ammeters are functioning correctly	Bi-annual
	<u>2. Automated/Controlled Doors, Gates, etc.</u> Service and maintenance • Turnstiles including written report. • Metal sliding gates, motors and access control including written report. • Large metal swing gates, motors and access control including written report. • Medium - Large roller shutter doors, motors and access including written report. • metal sliding doors, motors and access control including written report. • Glass sliding, swing and revolving doors, motors and access control including written report. • Vehicle boom gates, motors, mechanical parts, and access control including written report.	Quarterly
	<u>3. Diesel Generator</u> Inspection and testing with a written report. • Check fan belt condition and tension. • Check radiator passages is clean. • Check radiator hoses and clamps. • Add water conditioner. • Drain radiator/system and refill. • Drain oil and refill. • Change fuel filters. • Change oil filters. • Change water conditioner filters. • Change air filters. • Check seal faces of elements, air cleaner, hoses and clamps for dust ingress. • Check thermos heater operation and temperature. • Check all guards in position and secure. • Check battery charger. • Check batteries, lugs, clean and tighten. • Battery test: • Check hydrometer. • Check casing condition. • Check terminals. • Note Volts and Amps • Compile battery report • Start engine. • Check for any leaks. • Check charge alternator operation. • Take oil pressure gauge reading. • Take engine temperature gauge reading. • Check low radiator level. • Check low fuel level. • When engine has stopped, top up with oil. • Check alternator coupling. • Check air vents on alternator. • Check fuel system. • Drain water trap.	Weekly

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

	• Check all pipes and fittings. • Check exhaust, manifold, silencer, and pipes. • Check base and anti-vibration mounts. • Run plant on load. • Clean plant and equipment Annual Service The annual service includes all the items listed in above for the bi-annual inspection and service in addition to the following items: • Drain radiator. • Refill with new water conditioner • Drain oil. • Supply and fit new oil filters. • Refill with new oil • Remove and replace fuel filters. • Remove and replace air filter. • Run the set up to temperature and top up all levels afterwards. • Check entire panel operation. • Fuel system • Air intake system • DC electrical system • Engine • Lubrication service • Cooling system service • Air intake service • Servicing and testing Starting batteries. • Cleaning batteries • Checking specific gravity • Checking electrolyte level	
	4. Diesel Storage Service Diesel tank & Diesel fuel testing • Visual inspection of the fuel system. • Checking the filters, tanks, fillers and site tubes. Service Fuel supply • Supply of 50ppm diesel to fill up tank. • Proof of purchase to be submitted. Service Conidia Bioscience test • Conidia Bioscience Fuel-stat test and written report. Service Filtration & Additives • The diesel in both tanks will be filtered and polished if no filtration system is installed including additives added. • The "Fuel Right" method to be utilized.	Bi-annual
	5. Laboratory Testing SANAS Accredited Laboratory, Comprehensive test by submitting samples of diesel fuel to a laboratory for analysis. Laboratory to supply a comprehensive report detailing any growing organisms in tanks.	Bi-Annual
	6. Pumps Service • Check Condition of Pump While Running • Check Mechanical Seal • Grease Bearings on Pump • Check Gland Drain and Clean • Check Condensate Tray and Clean • Check Bearings on Pump and Motor • Check Setting and Operation of Flow or PD Switch • Clean In-Line Strainers • Inspect Coupling Condition	Bi-annual

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

	• Ensure Coupling Guard is Secure • Check Motor and Terminal Connections • Check that Non-Return Valves Seat and general condition. • Check Change Over Pump Duty	
	7. Compressors • Service on compressor and related plant including written report.	Annually

1.1 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

3. Management strategy and start up.

3.1. 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 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.

3.2. 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:

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

Progress / feedback meeting	Weekly	Eskom 48 Brown Street	Employer and Contractor
Risk management meeting	Monthly	Eskom 48 Brown Street	Employer and Contractor
Overall contract progress meeting	Monthly	Eskom 48 Brown Street	Employer and Contractor
Safety, health, environmental and quality meeting	Monthly	Eskom 48 Brown Street	Employer and Contractor

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.

3.3. 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].

- Mechanical Supervisor Technical (1)
- Artisan Diesel Mechanic with Trade test (1)
- Artisan Fitter with Trade test
- 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:**

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:**

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

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

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

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

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

- **Job Output:**

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

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

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

- **Contractor's responsibility:**

In the execution of his duties, it is expected of the supplier to comply with Eskom 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.

3.4. Provision of bonds and guarantees

N/A.

3.5. Documentation control

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

The Contractor will submit the following documents to the Employer for review, the Employer will review the documents for acceptance and inform the Contractor if the documents have been accepted or if it is not accepted and stating the reasons of not the accepting the documentation. The Employer will give the Contractor reasonable time which will be agreed to between the Contractor and the Employer to respond or re-submit the documents.

3.6. 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.
- 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

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

3.7. 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.

3.8. 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.

3.9. Insurance provided by the *Employer*.

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

3.10. Training workshops and technology transfer

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

3.11. Design and supply of Equipment

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

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

- **Equipment**

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

- **Information and other things**

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.

3.13. Management of work done by Task Order

The works will be executed as per the task order approved by the Contract Manager (refer to Annexure A)

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4. Health and safety, the environment and quality assurance

4.1 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.

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.
- An authorized Eskom representative will be on site for regular site visits to monitor the Contractor's implementation of health, safety and quality Standards.

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- 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.

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

4.2 Environmental constraints and management

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.

4.3 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.

4.4 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)

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

5. Procurement

5.1 People

Minimum requirements of people employed.

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

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.

5.2 Subcontracting

Preferred subcontractors

the *Employer* may list which subcontractors or suppliers the *Contractor* is required to enter into subcontracts with. This is where specialist services need to be obtained from a particular supplier or group of suppliers in order to comply with operational standards.

Subcontract documentation, and assessment of subcontract tenders

Prior to appointment of a sub-contractor, the Contractor shall submit to Eskom all detail of the contractor, including B-BBEE details and SHEQ Requirements, for verification and acceptance/ approval.

Limitations on subcontracting

The Contractor shall sub-contract 30% of the whole of the services to the local to site companies but shall, subject to Eskom's consent (which consent shall only be valid if given in writing and signed by the Eskom Representative), be entitled to sub-contract selected parts of its obligations in terms of this Agreement to any other person/s, provided that such sub-contracting shall not relieve the Contractor of its obligations and the Contractor shall remain liable for all and any acts or omissions of such person/s as though they were acts or omissions of the Contractor.

The Contractor shall not be entitled to cede, delegate, assign or otherwise transfer any of its rights and/or obligations without the prior written consent of Eskom, which consent shall not be unreasonably withheld.

Attendance on subcontractors

All Contractor obligations apply to subcontractors.

5.3 Plant and Materials

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Specifications

N/A

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.

Contractor's procurement of Plant and Materials

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

Tests and inspections before delivery

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

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

N/A

Cataloguing requirements by the *Contractor*

N/A

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

6. Working on the Affected Property

6.1 *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.

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

Working hours shall be from 07:30 to 16:30, 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.

6.3 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.

6.4 Environmental controls, fauna & flora

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

6.5 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.

6.6 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.

6.7 Equipment provided by the *Employer*

N/A

6.8 Site services and facilities

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Provided by the *Employer*

The Employer will, at his expense, arrange for, develop, and maintain the various facilities and services at or near the Site, as applicable. The services and facilities provided by the Employer are listed below:

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

Provided by the *Contractor*

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

6.9 Control of noise, dust, water, and waste

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

6.10 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.

6.11 Tests and inspections

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.

Materials facilities and samples for tests and inspections

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

7. List of drawings

7.1 Drawings issued by the *Employer*.

The site drawings shall be issued by the Employer on request.

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

ANNEXURE A: TASK ORDER

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*)

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

Annexure C

No	Unique Identifier	Revision	Document Title
1.	32 - 727	2	Safety, Health, Environment and Quality (SHEQ) Policy 32-727  SHEQ Policy.pdf
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	SHE Requirements for the Eskom Commercial Process  SHE Requirements for the Eskom.pdf
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 an
7.	32-37	3	2 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 Vehicle and Driver Sai
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  37 (2) (1).docx

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

11.	Construction Regulation 4	CR 2014	Notification of construction work  constructionnotice_july2018 (1).pdf
12	240-62196227	1	Life Saving rules  240-62196227 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	3 Contractor Performance Evaluation	Master	 PA - Contractors.xlsx
20	4 Supplier Contract Quality Requirements	Master	 QM-58 Supplier Contract Quality Req

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.....

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

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.