



NEC3 Term Service Contract (TSC3)

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

and

(Reg No :.....)

for **The Provision of the servicing, testing, maintenance, repairs, replacement, and upgrade to the latest technology of all Fire Fighting Equipment where applicable in the KZN Operating Unit, Central East Cluster on an as and when required basis for a period of 36 months.**

Contents:	No of pages
Part C1 Agreements & Contract Data	12
Part C2 Pricing Data	1
Part C3 Scope of Work	6

ENQUIRY NUMBER: E2746DXKZNOU

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	2
C1.2a Contract Data provided by the <i>Employer</i>	9
C1.2b Contract Data provided by the <i>Contractor</i>	2

C1.1 Form of Offer & Acceptance

Offer

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

The Provision of the servicing, testing, maintenance, repairs, replacement, and upgrade to the latest technology of all Fire Fighting Equipment where applicable in the KZN Operating Unit, Central East Cluster on an as and when required basis for a period of 36 months

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

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

Options C	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	

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:**

Name &
signature of
witness

Date

Acceptance

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

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part C2 Pricing Data

Part C3 Scope of Work: Service Information

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Eskom Holdings SOC Ltd, no.2 Maxwell Drive Sunninghill, Sandton

Name &
signature of
witness

Date

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Price list
	dispute resolution Option and secondary Options	W1: Dispute resolution procedure
		X1: Price adjustment for inflation (in line with annual PSIRA increases)
		X2: Changes in the law
		X18: Limitation of liability
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract June 2005 (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, no.2 Maxwell Drive, Sandton, Johannesburg 2000
	Tel No.	(011) 800 8111
10.1	The <i>Service Manager</i> is (name):	Lwazi Nzama
	Address	25 Valley View Road, New Germany, 3620
	Tel	+27 31 710 5328
	e-mail	nzamalw@eskom.co.za
11.2(2)	The Affected Property is	KZN Operating Unit
11.2(13)	The <i>service</i> is	The Provision of the servicing, testing, maintenance, repairs, replacement, and upgrade to the latest technology of all Fire Fighting Equipment where applicable in the KZN Operating Unit, Central East Cluster on an as and when required basis for a period of 36 months
11.2(14)	The following matters will be included in the Risk Register	1. To be determined
11.2(15)	The Service Information is in	Part 3: Scope of service.
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	2 weeks
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	N/A
3	Time	
30.1	The <i>starting date</i> is	01 September 2026

30.1	The <i>service period</i> is	Thirty Six (36) months
4	Testing and defects	No data is required for this section of the conditions of contract
5	Payment	
50.1	The <i>assessment interval</i> is	Between the 15 and 16 day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Fourteen (14) days
51.4	The <i>interest rate</i> is	The publicly quoted prime rate of interest (calculated on a 365 day year) charged 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)
7	Use of Equipment Plant and Materials	No data is required for this section of the conditions of contract
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	To be determined
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	As stated for in the <i>Employer's</i> Assets All Risk Insurance Policy subject to an insurance deductible payable by the <i>Contractor</i>
83.1	The <i>Employer</i> provides these additional insurances	As stated for in the <i>Employer's</i> Assets All Risk Insurance Policy subject to an insurance deductible payable by the <i>Contractor</i>
83.1	The <i>Contractor</i> provides these additional insurances:	
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	The amount of the deductibles in respect of the <i>Employers</i>
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	R500 000.00 (five hundred thousand Rand)
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	
10	Data for main Option clause	
	Option A	Price List
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	Four (4) weeks.

11	Data for Option W1			
W1.1	The <i>Adjudicator</i>	The person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).		
	Address	1 st Floor Maisels Chambers 4 Protea Place Sandton		
	Tel No.	(011) 320 0600		
	Fax No.	(011) 320 0533		
	e-mail	info@arbitration.co.za		
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.		
W1.4(2)	The <i>tribunal</i> is:	Arbitration		
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.		
	The place where arbitration is to be held is	South Africa		
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	A month prior closing date.		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
	FIXED	15%		
	LABOUR	60%	C3A	SIEFSA
	TRANSPORT	35%	L1B	SIEFSA
X2	Changes in the law			
X13	Performance bond			
X13.1	The amount of the performance bond is			
X17	Low service damages	N/A		
X17.1	The <i>service level table</i> is in	N/A		
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 <i>Employer's</i> Asset All Risk Insurance Policy		

X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	N/A
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 Price
X18.5	The <i>end of liability date</i> is	5 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	N/A
X20	Key Performance Indicators (not used when Option X12 applies)	
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	Not Applicable
Z	The <i>additional conditions of contract</i> are	Z1 to Z11 always apply.
Z1	Cession delegation and assignment	
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .	
Z 1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.	
Z2	Joint ventures	
Z2.1	If the <i>Contractor</i> 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 <i>Employer</i> for the performance of this contract.	
Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Service Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.	
Z2.3	The <i>Contractor</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> in writing.	
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status	
Z3.1	Where a change in the <i>Contractor's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Contractor's</i> B-BBEE status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.	
Z3.2	The <i>Contractor</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Service Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Service Manager</i> .	
Z3.3	Where, as a result, the <i>Contractor's</i> B-BBEE status has decreased since the Contract Date the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Contractor's</i> obligation to Provide the Service.	
Z3.4	Failure by the <i>Contractor</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Employer</i> terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.	
Z4	Ethics	
Z4.1	Any offer, payment, consideration, or benefit of any kind made by the <i>Contractor</i> , which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the <i>Contractor's</i> obligation to Provide the Service or taking any other action as	

	appropriate against the <i>Contractor</i> (including civil or criminal action).
Z4.2	<p>The <i>Employer</i> may terminate the <i>Contractor's</i> obligation to Provide the Service if the <i>Contractor</i> (or any member of the <i>Contractor</i> where the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.</p> <p>Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the <i>Employer</i> or other people or organisations and including in circumstances where the <i>Contractor</i> or any such member is removed from the an approved vendor data base of the <i>Employer</i> as a consequence of such practice.</p>
Z4.3	Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P4 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.
Z5	Confidentiality
Z5.1	The <i>Contractor</i> 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 <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Contractor</i> disclose information to Others in terms of clause 25.1, the <i>Contractor</i> ensures that the provisions of this clause are complied with by the recipient.
Z5.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the <i>Service Manager</i> .
Z5.3	In the event that the <i>Contractor</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Contractor</i> , to the extent permitted by law prior to disclosure, notifies the <i>Employer</i> 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 <i>Contractor</i> may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
Z5.4	The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the <i>service period</i> , requires the prior written consent of the <i>Service Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i> .
Z5.5	The <i>Contractor</i> ensures that all his subcontractors abide by the undertakings in this clause.
Z6	Waiver and estoppel: Add to core clause 12.3:
Z6.1	Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Service Manager</i> or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
Z7	Health, safety and the environment: Add to core clause 27.4
Z7.1	<p>The <i>Contractor</i> undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the <i>service</i>. Without limitation the <i>Contractor</i>:</p> <ul style="list-style-type: none"> • accepts that the <i>Employer</i> may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property; • warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the <i>service</i>; and • undertakes, in and about the execution of the <i>service</i>, 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 <i>Contractor's</i> direction and control,

	likewise observe and comply with the foregoing.
Z7.2	The <i>Contractor</i> , in and about the execution of the <i>service</i> , 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 <i>Contractor's</i> direction and control, likewise observe and comply with the foregoing.
Z8	Provision of a Tax Invoice and interest. Add to core clause 51
Z8.1	Within one week of receiving a payment certificate from the <i>Service Manager</i> in terms of core clause 51.1, the <i>Contractor</i> provides the <i>Employer</i> with a tax invoice in accordance with the <i>Employer's</i> procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
Z8.2	If the <i>Contractor</i> does not provide a tax invoice in the form and by the time required by this contract, the time by when the <i>Employer</i> 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 <i>Employer</i> in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
Z8.3	The <i>Contractor</i> (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the <i>Employer's</i> VAT number 4740101508 on each invoice he submits for payment.
Z9	Notifying compensation events
Z9.1	Delete the last paragraph of core clause 61.3 and replace with: If the <i>Contractor</i> does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.
Z10	Employer's limitation of liability
Z10.1	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00 (zero Rand)
Z10.2	The <i>Contractor's</i> entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the <i>Employer's</i> liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.
Z11	Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":
Z11.1	or had a business rescue order granted against it.
	Further to provisions in clause 91.1 of the NEC contract, The <i>Employer</i> shall terminate the contract with the <i>Contractor</i> in the event that the <i>Contractor's</i> license to operate as a security service provider is suspended or terminated by any regulatory body.

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.

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

C1.2 Contract Data

Part two - Data provided by the Contractor

Notes to a tendering contractor:

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
	E-mail address	
11.2(8)	The <i>direct fee percentage</i> is	N/A
	The <i>subcontracted fee percentage</i> is	N/A
11.2(14)	The following matters will be included in the Risk Register	1. To be determined
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	N/A
21.1	The plan identified in the Contract Data is contained in:	N/A
24.1	The key people are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	

Part 2: Pricing Data
TSC3 Option A

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

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

Function of the Price List

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

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

Preparing the *price list*

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;

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

Format of the *price list*

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

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

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

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

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

C2.2 the price list

Item nr	Description	Unit	Rate
1	SERVICING OF STANDARD FIRE EQUIPMENT - Annual Servicing		
1.1	Dry Chemical Powder (SANS 1475 Pt1)		
1.1.1	9.0 kg Stored Pressure Type Fire Extinguisher/s	No	
1.1.2	5 kg Stored Pressure Type Fire Extinguisher/s	No	
1.1.3	4.5 kg Stored Pressure Type Fire Extinguisher/s	No	
1.1.4	3.0 kg Stored Pressure Type Fire Extinguisher/s	No	
1.1.5	2.5 kg Stored Pressure Type Fire Extinguisher/s	No	
1.1.6	2.0 kg Stored Pressure Type Fire Extinguisher/s	No	
1.1.7	1.5 kg Stored Pressure Type Fire Extinguisher/s	No	
1.1.8	1.0 kg Stored Pressure Type Fire Extinguisher/s	No	
1.1.9	0.6 kg Stored Pressure Type Fire Extinguisher/s	No	
1.2	Carbon Dioxide (SANS 1475/Pt1)		
1.2.1	9.0 kg Stored Pressure Type Fire Extinguisher/s	No	
1.2.2	7 kg Stored Pressure Type Fire Extinguisher/s	No	
1.2.3	5.0 kg Stored Pressure Type Fire Extinguisher/s	No	
1.2.4	4.5 kg Stored Pressure Type Fire Extinguisher/s	No	
1.2.5	2.5 kg Stored Pressure Type Fire Extinguisher/s	No	
1.2.6	2.0 kg Stored Pressure Type Fire Extinguisher/s	No	
1.3	Trolley Type Fire Extinguishers (SANS 1475/Pt1)		
1.3.1	50kg Dry Powder Type Fire Extinguisher/s	No	
1.4	Fixed Type Fire Extinguishers (SANS 1475/Pt1)		
1.4.1	30m Hose reels & 30m PVC Hose	No	
1.4.2	Right Angled Hydrants	No	
2	Servicing and Pressure Testing		
2.1	Total – Servicing and Pressure Test of Extinguishers	Sum	
3.	CORRECTIVE MAINTENANCE- REPLACEMENT AND REPAIR OF FIRE EQUIPMENT (Rate per unit Only)		
3.1	New Unit Replacements		
3.1.1	9.0 kg DCP STP Fire Extinguisher/s	No	
3.1.2	7 kg DCP STP Fire Extinguisher/s	No	

3.1.3	5 kg DCP STP Fire Extinguisher/s	No	
3.1.4	4.5 kg DCP STP Fire Extinguisher/s	No	
3.1.5	2.5 kg DCP STP Fire Extinguisher/s	No	
3.1.6	1.5 kg DCP STP Fire Extinguisher/s	No	
3.1.7	1.0 kg DCP STP Fire Extinguisher/s	No	
3.1.8	5.0 kg Carbon Dioxide Fire Extinguisher/s	No	
3.1.9	2.5 kg Carbon Dioxide Fire Extinguisher/s	No	
3.1.10	2.0 kg Carbon Dioxide Fire Extinguisher/s	No	
3.1.11	50kg DCP Trolley Unit/s	No	
3.1.12	25kg DCP Trolley Unit/s	No	
3.1.13	45kg CO2 Trolley Unit/s	No	
3.1.14	Hose reel/s Complete with 30m PVC Hose	No	
3.1.15	Right Angled Fire Hydrant Valve/s	No	
3.1.16	Tamper Proof Fire Hydrant Valve/s	No	
3.2	SPARES AND MISCELLANEOUS ITEMS INCLUDING INSTALLATION (PORTABLE UNITS)		
3.2.1	Valve Head Complete for DCP Unit/s	No	
3.2.2	Pressure Gauge for DCP Valve/s	No	
3.2.3	Hose and Nozzle for DCP Valve/s	No	
3.2.4	70mm Uni Bracket for Mounting	No	
3.2.5	Backing Boards for Extinguishers (Various Sizes)	No	
3.2.6	Valve Head Complete for CO2 Unit/s	No	
3.2.7	Hose and Horn for CO2 Extinguishers	No	
3.2.8	Cup Horns for CO2 Extinguishers	No	
3.2.9	Syphon Tubes Complete (Various Sizes)	No	
3.2.10	Valve Head Complete for DCP Trolley Unit/s	No	
3.2.11	Hose and Valve Nozzle for DCP Trolley Unit/s	No	
3.2.12	Head O rings	No	
3.2.13	Extinguisher Covers	No	
3.3	Spares and Miscellaneous Items (Fixed Units)		
3.3.1	Hose reel Frame Complete	No	
3.3.2	30m PVC Hose reel Hose	No	
3.3.3	Hose reel Cover	No	

3.3.4	TGP Hose Nozzle	No	
3.3.5	Hose Clamps	No	
3.3.6	CP Valve Replacement	No	
3.3.7	CP Valve wheel and nut	No	
3.3.8	CP Valve washer replacement	No	
3.3.9	Hose Reel Stirrup	No	
3.3.10	Hydrant Clack Washer (incl. installation)	No	
3.3.11	Hydrant Lip Washer (incl. installation)	No	
3.3.12	Hydrant Wheel (for right angled hydrants)	No	
3.3.13	65mm Hydrant Hose Complete (minimum 10 Bar)	No	
3.3.14	65mm Hydrant Controllable Jet Spray Nozzle	No	
3.3.15	Hydrant Valve	No	
3.3.16	J Clamps	No	
3.3.17	Safety Pins	No	
3.3.18	Pin Tie	No	
3.3.19	Pivot pin	No	
3.4	Refills		
3.4.1	Refilling of Dry Powder	kg	
3.4.2	Refilling of CO2	kg	
3.4.3	Refilling of Nitrogen Gas	kg	
	AD HOC ITEMS TO ENSURE COMPLIANCE TO REGULATIONS		
4	FIRE SAFETY SIGNAGE (Rate per unit Only) All signage to be compliant with the visible SANS mark		
4.1	Photoluminescent Signs in Aluminium Frame		
4.1.1	190mm x 190mm Single Sided Sign	No	
4.1.2	190mm x 380mm Single Sided Signs	No	
4.1.3	190mm x 380mm Double Sided Signs	No	
4.1.4	190mm x 570mm Single Sided Signs	No	
4.1.5	190mm x 570mm Double Sided Signs	No	
4.1.6	190mm x 760mm Single Sided Signs	No	
4.1.7	190mm x 760mm Double Sided Signs	No	
4.1.8	290mm x 290mm Single Sided Sign	No	
4.1.9	290mm x 580mm Single Sided Sign	No	

4.1.10	290mm x 580mm Double Sided Sign	No	
4.1.11	290mm x 870mm Single Sided Signs	No	
4.1.12	290mm x 870mm Double Sided Signs	No	
4.2	Chromadek (Exterior) Signs		
4.2.1	290mm x 290mm Wall Mount Sign	No	
4.2.2	440mm x 440mm Wall Mount Sign	No	
4.3	Miscellaneous (Rate per unit Only)		
	Items below that may be found faulty on site and would need to be replaced or repaired		
4.3.1	Super Sound Unit complete	No	
4.3.2	Super sound Canisters	No	
4.3.3	Register Holder	No	
4.3.4	Site Instructions Document	No	
4.3.5	Single Steel Extinguisher Cabinet	No	
4.3.6	Hose reel Steel Cabinet	No	
4.3.7	Hydrant Hose Steel Cabinet	No	
4.3.8	Steel Keybox	No	
4.3.9	Cabinet Key	No	
4.3.10	Cabinet Break Glass	No	
4.3.11	Erect Hydrant Pedastal	No	
4.3.12	Repainting with signal red and refurbishment of Trolley units and CO2 Cylinders, Hose reels and Cabinets	No	
4.3.13	Repainting with signal red and refurbishment of fire extinguishers and Hydrants	No	
4.3.14	Instruction label	No	
5.	SERVICING OF SMOKE DETECTION, GAS SUPPRESSION, SPINKLER SYSTEM AND PUBLIC ADDRESS SYSTEM.		
5.1	Servicing of systems that will need to be facilitated on a 6 monthly basis		
5.1.1	Smoke Detection	No	
5.2	Servicing of Systems that will need to be facilitated on 3 Monthly basis		
5.2.1	Gas Suppression System	No	

5.3	Servicing of Systems that will need to be facilitated on an Annual basis		
5.3.1	Sprinkler System	No	
5.4	Misc - Sprinkler System		
5.4.1	15mm x 68 degree upright sprinkler head (Red)	No	
5.4.2	15mm x 68 degree pendant sprinkler head (Red)	No	
5.4.3	15mm x 141 degree upright sprinkler head (Blue)	No	
5.4.4	15mm x 141 degree pendant sprinkler head (Blue)	No	
5.4.5	Attend to water leaks and water pressure. (Hourly Rate)	Hour	
6	PRELIMINARY AND GENERAL (Rate Only)		
	To be used for an emergency call out or additional works only. Pre approval required.		
6.1	Travelling (for Emergency Call-out and Additional Travelling. Not for normal service and maintenance)	km	
6.2	Overnight Accommodation P/Team P/Night	Per Night	

The total of the Prices

--

C3: Scope of Work

C3.1 Service Information

C3.1 Service Information

The servicing, testing and maintenance of all Fire Fighting Equipment in line with the OHS Act and Compliance with the South African Bureau of Standards

1. Description of the service

All Fire Fighting Equipment within the KZN OU (Distribution & Transmission), the KZN OU is defined as all CNC sites, Depots, MEW Offices and Site Camps, Substations, Office Blocks, Vehicles, Store Yards.

Office Blocks are defined as Customer Services, Area Offices, Protection Services, TSG, EDFs, Project Management, Revenue Protection Services, New Germany Complex, Westville, Selgro and Mkondeni Complex.

To be serviced and maintained and when required be replaced to ensure compliance with applicable standards.

Definitions, Glossary, Abbreviations

SANS - South African National Standards

SAQCC Fire - South African Qualification and Certification Committee for the Fire Industry

WCA - Works Compensation Assistance

OEM - Original Equipment Manufacturer

General Requirements

Maintenance Services shall be carried out by trained and accredited technical personnel in possession of **Certificates of Competence (COC) and South African Qualification Certification (SAQCC)**

2. Specifications

NO.	DOCUMENT NUMBER	DOCUMENT TITLE	PUBLISH DATE	REV
1	SAFETY, HEALTH, ENVIRONMENT AND QUALITY			
1.1	EPL 32-727	SAFETY, HEALTH, ENVIRONMENT, AND QUALITY (SHEQ) POLICY	AUGUST 2010	0
1.2	DPC 34-333	OHS ACT REQUIREMENTS TO BE MET BY PRINCIPAL CONTRACTORS EMPLOYED BY ESKOM DISTRIBUTION	MAY 2007	1
1.3	EPC 32-846	OPERATING REGULATIONS FOR HIGH-VOLTAGE SYSTEMS	JULY 2010	0
1.4	DST 34-1544	MANAGEMENT OF ASBESTOS	NOVEMBER 2011	1
1.5	OHS Act, 1993:	ELECTRICAL INSTALLATION REGULATIONS, 2009		
1.6	GBEG 474-011:	TECHNICAL EVALUATION GUIDELINE		
1.7	DST 34 -132	DISTRIBUTION FIRE RISK MANAGEMENT		
1.8	DST 34-317	VEHICLE AND TRANSPORTATION MANAGEMENT		
1.9	EPC 32-95	PROCEDURE MANUAL FOR PERFORM OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT AND ENVIRONMENTAL MANAGEMENT : CONDUCT EH&S INCIDENT MANAGEMENT		
1.10	DPC 34-925	PROCEDURE FOR REFUSAL TO WORK ON THE GROUNDS OF HEALTH, SAFETY AND ENVIRONMENTAL CONCERNS		
2	GENERAL SUBSTATION STANDARDS			
2.1	DST 34-1236	STANDARD FOR PASSIVE FIRE PROTECTION IN DISTRIBUTION S/S YARDS	APRIL 2004	3
2.2	DST0045	STANDARD FOR SECURITY REQUIREMENTS AT DISTRIBUTION SUBSTATIONS AND BUILDINGS	FEBRUARY 2006	1
3	HEALTH AND SAFETY			
3.1	32-36	SMOKING POLICY		
3.2	32-418	WORKING AT HEIGHTS		
3.3	34-1954	SUPERVISION OF PEOPLE IN ELECTRICALLY HAZARDOUS LOCATIONS		
3.4	32-83	VEHICLE AND DRIVE SAFETY MANAGEMENT		
3.5	34-323	PERSONNEL PROTECTIVE EQUIPMENT SPECIFICATION		

. Constraints on how the *Contractor* Provides the Service

3.1 Meetings

Meetings will be held if/when required by the employer and the service provider

3.2 Use of standard forms

Standard forms to be agreed upon for the use of the event notifications and delivery/service notifications

3.3 Invoicing and payment

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

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

- Name and address of the *Contractor*
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- The total of
 - The Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed;
 - Where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate,
- Other amounts to be paid to the *Contractor*;
- Less amounts to be paid by or retained from the *Contractor*;
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;
- (add other as required)

The *Contractor* attaches the detail assessment of all work done for each item in the Price List to each tax invoice showing

- the Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

3.4 Records of Defined Cost

Not Applicable

1. Supplier Development & Localisation (SD&L) compliance

If the SD&L requirements are to be included in this contract specify constraints which *Contractor* must comply with after contract award in regard to any SD&L requirements. The SD&L matrix completed in the returnable tender schedules is reproduced here.

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Supplier Development & Localisation in accordance with the matrix and as provided for in the *Contractor's* SD&L matrix according to the tender requirements, an example of a matrix is stated below:

Skills development matrix

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

Category
Fire Fighting Course Level 1 & 2
First Aid Training Level 1 & 2
Risk Assessment Training

Note: Successful Contractor/s to deliver on 1 Skill (from the list above) for every R1 000 000 invoiced to Eskom. The final skills awarded to each company will be determined by the contract value awarded to the company.

The *Contractor* shall keep accurate records, that is the implementation schedule of the SD&L targets and provide the *SD&L Advisor/Project Manager* with the implementation schedule on the *Contractor's* actual delivery against the above stated SD&L criteria. The implementation schedule must be submitted every three months.

The *Contractor's* failure to comply with his SD&L obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract. Retention of 2% will apply in this contract which will only be released on receipt and approval of the implementation schedule by the SD&L Advisor.

The contractor will be expected to comply with other developmental initiatives that may be provided by the SD&L Department during the execution of the contract. Should the above matrix not be complied with or not be included in the contract, the ASGISA requirements stated below which is mandatory.

2. BBEE and preferencing scheme

BBEE certificates to be submitted with the tenders, will be evaluated according to the PPPFA requirements as per matrix below:

B-BBEE Status Level of Contributor	Number of points (80/20 System)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

2.6 Compliance with Employment Equity Act No. 55 of 1998

Contractors employing more than fifty (50) employees are required to submit a certificate of compliance with the Employment Equity Act No. 55 of 1998.

This certificate of compliance is a mandatory Tender Returnable and failure to do so would lead to disqualification of the offer/tender.

2. Local Procurement Content

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

Tenderers are required to submit their proposals in the table below.

Local Procurement Content	Eskom target	Tenderer Proposal
	100%	

3. Procurement spend on entities with a minimum 51% black ownership

The winning tenderer is encouraged to procure/spend on designated groups on the following paid invoices for both:

- the indirect expenses (e.g. overheads) on goods and services supplied to the contractor/supplier by designated groups; and
- direct spend on goods and services supplied by the subcontractors for the execution of the scope of work.

Activities, as a proportion of the local procurement content, which may be subcontracted to designated black owned enterprises must be submitted in a table below.

Procurement from Designated Group	Eskom Target	Tenderer Proposal
Black Owned	4.0%	
Black Women Owned	3.0%	
Black Youth Owned	2.0%	
Black Persons with Disability	1.0%	

4. Jobs.

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

Jobs to be created	Jobs to be retained

7. Requirements for the plan

To be agreed between the Contracts Manager and the Service Provider

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

Employer to have Fire Equipment ready for inspection.

Item	Date by which it will be provided
Access to site	

9. Property affected by the *service*

The service will be provided for the KZN Operating Unit (Distribution).

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)

All contractors must make sure that they can access Eskom Web page at any given time to get the latest drawings and specifications before commencement of any task. Web Access applications can be done through the assistance of Brenda Morrison @ 011 629 5266 or MorrisEF@eskom.co.za

Acknowledgement of Web Access

Ido hereby acknowledge having access to the Eskom Distribution Website with all Distribution Procedures, Standards and Drawings as they will be listed in the index of the Purchase order documents.

I undertake to study and abide by these requirements at all times. If for any reason I cannot access or open any of the files on the web, I will contact the Employer immediately.

Signed at: on the day of20...

Company Name:.....

Contractors Signature:.....

Health and Safety Risk Management

The Contractor shall control his activities and processes in accordance with the Occupational Health & Safety Act, No. 85 of 1993 and Eskom's Construction Safety, Health and Environmental Management 32-136 (with the provided SHE Specification), Safety, Health, Environment and Quality Policy, EPC32-727 and SHE Requirements for the Eskom Commercial Process, ST32-726. The Contractor shall comply with the health and safety requirements contained in Section 1.3.2 of this Works Information.

The Contractors Project SHEQ File is to be updated on a continuous basis. The Contractor is to ensure that all relevant documentation and authorisations are contained in the file pertaining to the project. Upon completion of the project, the Contractor is to convert all documentation contained in the SHEQ file into electronic format and save it as a PDF File. The file name should contain the name of the Contractor and the project. The file should then be saved onto a disk or removal storage device and handed over to the Project Coordinator or Project Manager upon completion of the project.

The Contractor should adhere to the Life Saving Rules at all times.

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 cardinal rules that may not be broken by the Team Leader and his/her team.

The Contractor shall comply with:

- The Occupational Health and Safety Act, 1993, and all regulations made there under,
- The Construction Regulations, 2003.
- The Health and Safety Requirements of the Employer more fully set out in Distribution Standards 240-77471499 (The Contractor will sign the attached pages of the specification as acknowledgement of receipt and adherence).
- All Eskom Safety and Operating Procedures as outlined in the ORHVS (Operating Regulations on High Voltage Systems) and the standards attached to this document.

- The Contractor acknowledges that he is fully aware of the requirements of all of the above and undertakes to employ people who have been duly authorized in terms thereof and who have received sufficient safety training to ensure that they can comply therewith.
- The Contractor undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures
- The Contractor shall ensure that a team member of the Contractor is authorized as a Responsible Person in terms of the ORHVS. This includes the completion of all the pre-authorization training required for ORHVS Responsible Person (at the Contractor's expense) as detailed in Distribution Standards 240-77471499. The Responsible Person shall supervise the works at all times and be available to take permits where necessary.
- The Contractor shall ensure that the Responsible person completes a training logbook (as per Distribution Standards 240-77471499) and arrange with the appropriate Eskom representative for evaluation of the authorized person prior to the Construction start date. This needs to be arranged by the Contractor.
- The Contractor shall appoint a person who will liaise with the Eskom Safety Officer responsible for the premises relevant to this contract. The person so appointed shall:
 - 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.
- The works to be enclosed with chevron barricade tape supplied and installed by the Contractor and set out by the Employer.
- The Contractor shall be responsible for all expenses incurred to ensure adherence to Health and Safety Regulations as stipulated above which includes but is not restricted to ORHVS training courses, etc.
- The Contractor shall adhere to the Standard on Working Clearances at MV Structures with pole-mounted auxiliary equipment as attached to this contract.
- The Contractor shall comply with all the requirements of the CONSTRUCTION REGULATIONS. Please Note: (Before carrying out work, Contractor to notify the provincial director in writing of the construction work if it is exceeding the limits as listed in the Construction Regulations)
- It is an Eskom requirement that the Contractor shall use a Fall Arrest System (FAS) as defined in the Construction Regulations whenever a risk of falling exists. The Contractor shall adhere to the applicable standards and procedures attached to this contract.

Health and Safety Plan

I.....will prepare and submit Health and Safety Plan to Project Manager before the commencement of the works and Resource Capacity Schedule, as per the following in details:-

1. Authorised Persons for High Voltage Authorisation and LV Switching providing the ID Numbers of the authorised person/s with the permit/ certification date or number and the date of expiry.
2. Safety Representatives and First Aiders names, providing their ID Numbers and details of certification.
3. Serial numbers, calibration certificates and expiry dates of the tested tools and equipment.
4. Make, model and registration number of vehicles to be used.

Company Name:.....

Contractors Signature:.....

Subcontracting

Contractors are requested to submit names of proposed “Subcontractors” to be utilized on this project. Contractors are advised that only Eskom Approved Consultants and Contractors who have completed the necessary Eskom Contractor Training & Accreditation may be used.

Subcontractor	Section of Work to be Subcontracted	Vendor No.

Company Representatives Name:.....

Company Name:.....

Contractors Signature:.....

Life Saving Safety Rules

Due to the importance to safe life's and apparatus of Eskom it is recommended that if a contractor abuse any Lifesaving safety 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 cardinal 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*

ACCEPTANCE NOTE

WE _____ HEREBY ACCEPT THE ABOVE TERM FOR BREACHING OF LIFE SAVING SAFETY RULES.

Company Representatives Name:.....

Company Name:.....

Contractors Signature:.....

Date:.....

Acknowledgement by Contractor

I/WE, DO HEREBY ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE ABOVE ANNEXED DOCUMENTS OF THIS CONTRACT.

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

SIGNED AT: ON THE DAY

OF.....20.....

Compensation for Occupational Injury and Diseases Act

- The Contractor shall submit proof of adherence to the above act.
- General Environmental Management Requirements
- The Contractor shall receive an Environmental Management Plan –EMP (normally as part of the DESD – Distribution Environmental Screening Document) 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. Constraints on how the *Contractor* Provides the Works

4.1 Meetings

This is dealt with under 1.9 Communications

4.2 Use of standard forms

Unless otherwise instructed only NEC 3 forms to the contract may be utilised.