



NEC3 Term Service Contract (TSC3)

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

and
(Reg No. _____)

for **THE PROVISION OF ELECTRICAL REPAIRS AND
MAINTENANCE SERVICES AT ESKOM AVIATION,
GRAND CENTRAL AIRPORTS.**

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

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	02
C1.2a Contract Data provided by the <i>Employer</i>	[●]
C1.2b Contract Data provided by the <i>Contractor</i>	[●]
[to be inserted from Returnable Documents at award stage]	
C1.3 Proforma Guarantees	[●]

C1.1 Form of Offer & Acceptance

Offer

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

Provision of Electrical Repairs and Maintenance Services at Eskom Aviation, Grand Central Airports.

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

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

Options A	The offered total of the Prices exclusive of VAT is	RATE BASED
	Sub total	RATE BASED
	Value Added Tax @ 15% is	RATE BASED
	The offered total of the amount due inclusive of VAT is ¹	RATE BASED
	(in words) [•]	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(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.

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

Note:

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

No.	Subject	Details
1	[•]	[•]
2	[•]	[•]
3	[•]	[•]
4	[•]	[•]
5	[•]	[•]
6	[•]	[•]
7	[•]	[•]

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf of
(Insert name and address of organisation)

Name &
signature
of witness

Date

Eskom Holdings SOC Ltd

(Insert name and address of organisation)

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: <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.	
	Fax No.	
10.1	The <i>Service Manager</i> is (name):	Irvin Nhlumayo
	Address	Simmerpan complex, Lake Ave, Germiston
	Tel	031 710 5406
	Fax	
	e-mail	Nhlumaki@eskom.co.za
11.2(2)	The Affected Property is	Simmerpan Complex and surrounding areas

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

11.2(13)	The <i>service</i> is	Provision of Electrical Repairs and Maintenance Services at Eskom Aviation, Grand Central Airports.
11.2(14)	The following matters will be included in the Risk Register	N/A
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	One(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 (1) month prior to the start date of the contract Date, provided Eskom submits their maintenance plan requirements to the contractor.
3	Time	
30.1	The <i>starting date</i> is.	To be agreed upon
30.1	The <i>service period</i> is	Once-off
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 <i>assessment interval</i> is	Upon full completion of the works and hand-over.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Four (4) weeks(Provided all required documents are submitted)
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and

(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	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. N/A
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	as stated for “Format TSC3” available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance).
83.1	The <i>Employer</i> provides these additional insurances	as stated for “Format TSC3” available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance)
83.1	The <i>Contractor</i> provides these additional insurances:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	the amount of the deductibles relevant to the event described in the “Format TSC3” insurance policy available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
83.1	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	

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	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	N/A
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
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	Johannesburg, 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 The proportions used to calculate the Price Adjustment Factor are:	<table><thead><tr><th>Proportion</th><th>linked to index for</th><th>Index prepared by</th></tr></thead><tbody><tr><td>0.</td><td>[•]</td><td>[•]</td></tr><tr><td>0.</td><td>[•]</td><td>[•]</td></tr><tr><td>0.</td><td>[•]</td><td>[•]</td></tr><tr><td>0.</td><td>[•]</td><td>[•]</td></tr><tr><td>0.</td><td>[•]</td><td>[•]</td></tr><tr><td>0.10</td><td colspan="2">non-adjustable</td></tr><tr><td>1.00</td><td colspan="2"></td></tr></tbody></table> Prices are fixed for 12 months from base date	Proportion	linked to index for	Index prepared by	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.10	non-adjustable		1.00			
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0.10	non-adjustable																										
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	Annexure B																									
X18	Limitation of liability																										
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)																									
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx																									
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of - the total of the Prices at the Contract Date and - the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works / maintenance policies available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx																									

		ncePoliciesProcedures/Pages/EIMS_Policies_ From_1_April_2014_To_31_March_2015.aspx
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The end of liability date is	6months after the end of the service period.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	2 days of receiving the Task Order
Z	The additional conditions of contract are	Z1 to Z11 always apply.

Z1 Cession delegation and assignment

- Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

- Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.
- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.
- Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having

been given to the *Contractor* in writing.

Z3 Change of Broad Based Black Economic Empowerment (B-BBEE) status

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

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

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

Z8 Notifying compensation events

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

Z9 *Employer’s* limitation of liability

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

Z10 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet

point, after the words "against it":

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

Z11 Ethics

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

Affected Party	means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

- Z 11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z 11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Service for this reason.
- Z 11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Service for this reason, the procedures and amounts due on termination are respectively P1, P2, P3 and P4, and A1 and A3.
- Z 11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Annexure A: Insurance provided by the Employer

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

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

From_1_April_2014_To_31_March_2015.aspx

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	% %
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications: Experience:	
CV's (and further key person's data including CVs) are in .		
A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	C2.2 the price list
11.2(19)	The tendered total of the Prices is	RATE BASED
C	Target contract with price list	

PART 2: PRICING DATA

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of
		1. the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and 2. where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

Refer to page “xx”

Notes to the *price list*

1. The rates will remain fixed and firm for the first 12 months, thereafter escalation may be applied for, in writing, based on CPI by the contractor.
2. The escalation will only be applicable from the date of approval.
3. CPI will not apply to relating to % mark ups.
4. Where quotations are required, Eskom will not pay the *Contractor* to supply quotes.

PART 3: SCOPE OF WORK

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

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1 Description of the service

1.1 Executive overview

Eskom Aviation is located at Grand Central Airport in Gauteng Midrand, is part of Eskom's business where air travel is conducted. Eskom Aviation serves as a primary departure point to various Eskom sites for business related purposes. The Electrical health and wellbeing of the complex is vital and should always conform to SANS and Aviation Standards to maintain Eskom's operating licence.

The purpose of this project is to do critical electrical repairs and maintenance from the municipal connection point to the different distribution board boxes, up to the load receivers.

Due to the criticality of the works involved, a compulsory site visit will be arranged with all interested/invited parties prior to service provider selection.

Closure of site

No compensation will be paid to the contractor in the event of site closure due to any reason whatsoever.

1.2 Employer's requirements for the service

The scope is for the provision of electrical repairs and maintenance services:

Electrical

The *Contractor* shall provide all labour, supervision, administration and management, equipment, tools, supplies and material required to perform the services specified herein.

1.2.1. The scope of work includes but is not limited to:

- Replacement of light bulbs and/or light bulb fittings inside and outside the aircraft Hangar with energy efficient light bulbs and/or light fittings.
- Replacement and maintenance of lights and light holders inside and outside the complex.
- Rewiring of DB boards (Aircraft Hangar and Complex): -
 - ✓ Complete replacement of circuit breakers
 - ✓ Correct labelling of circuit breakers
 - ✓ Correct labelling of circuit breaker load receivers (e.g., plugs, etc)
 - ✓ Labelling of neutral lines on Neutral bar.
 - ✓ Installation of load protectors
 - ✓ Correct separation of lines and circuits
 - ✓ Separation of electricity meters
 - ✓ Create an isolation point for each aircon unit in the complex
 - ✓ Develop a wiring diagram
- Repairing electrical motors for the aircraft Hangar doors and airside gate.
- Complete Earthing of the aircraft Hangar to allow full earth fault dissipation and complies with applicable regulations.
- Complete Earthing of motors to allow EPR
- Installation of isolators on all HVAC supplies at point of consumption
- Issue COC for the aircraft Hangar and complex

The following are some of the works the service provider may be expected to execute.

1. Perform infrared scanning to check existence of hot connections.

Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
RE	Real Estate
TX	Transmission

Management strategy and start up.

The *Contractor's* plan for the service

The *contractor* will submit a plan to the *Service Manager* for acceptance for the execution of the scope of work throughout the service period.

The *Contractor* shall ensure that the service is always supervised. Wherein the Company Director of the *Contractor* is not directly managing the works, the Company Director may be expected to visit the service site and the *Service Manager* reserves the right to request the aforementioned visit at his own discretion.

Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick of meeting	Minimum, within a week after contract awarding	Simmerpan	<i>Service Manager, Contractor and Supervisors</i>
Overall contract progress and feedback in terms of contract obligations	Weekly or when deemed required by the <i>Employer</i> and/or <i>Contractor</i>	Eskom Aviation, Grand Central Airports	<i>Employer, Service Manager, Relevant Eskom representatives and appointed Contractor/Sub-contractor</i>
SHEQ Meeting	Monthly	Eskom Aviation, Grand Central Airports	Employer, Contractor
Contractor Forums	As and when deemed	Eskom Aviation,	Employer, Service

	necessary	Grand Central Airports	Manager, Relevant Eskom representatives and appointed Contractor/Sub-contractor
Daily safety Toolbox Talks	Daily before work starts, then attendance register to be signed by the <i>Contractor's</i> employees and minutes signed-off by the <i>Contractor's</i> site Agent or manager	Eskom Aviation, Grand Central Airports	<i>Contractor</i> and his/her employees

- The *Contractor's* safety file must be approved before any work commence on site.
- The *Contractor* shall be required to do safety induction.
- The *Contractor* shall be required to attend contractual meetings to address contract related matters, the dates for these meetings will be agreed upon by both parties.
- The *Contractor* shall address all issues raised in all meetings within five working days and provide proof.
- The *Contractor* is to be represented on monthly executive SHEQ meetings by company executives.
- The *Contractor* is to be represented on Contractor Forum meetings by company employees.
- The *Contractor* is to be represented at any ad-hoc meetings that may arise in order to address any production or safety related matters

If the *Contractor* can't attend any meeting, his/her feedback should be formally communicated through to the *Service Manager*.

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.

Contractor's management, supervision, and key people

- The Contractor keeps an up-to-date organogram on site showing his people and their lines of authority / communication. Their names, identity numbers, contacts, qualifications and experience must be listed.

- The Contractor keeps a daily attendance register, which must be filed for audit purposes.
- **Sick\Maternity\Family responsibilities leave:**
 - When a *Contractor* employee is off on any of the above leaves, *Contractor* must arrange for reliever, which will be paid by the *Contractor* and not the *Contractor* employee who is on leave.
 - Payment for the reliever will be for the *Contractor* and not the *Contractor* employee who is on leave.
- **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.
- **Contractor's responsibility:**
 - In the execution of his duties, it is expected of the supplier to comply with Eskom Standards.
 - The Contractor to comply with Eskom lifesaving rules at all times.
 - The Contractor must comply with SHEQ requirements.
 - Compensation of Occupational Injuries and Safety Act and Compensation of occupational Injuries and Diseases Act.
 - All the supplier's employees must be registered for UIF, Provident Fund and Workman's Compensation.
 - Induction is compulsory and will be done by Eskom, but the Contractor will be liable for transport to the venue.
- **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 PPE as per the general health and safety guidelines and risk assessment
 - It is the Contractor's responsibility to maintain the clothing in a neat, tidy and clean condition at all times.
 - All PPE is to be replaced as and when necessary.
 - The Contractor shall ensure that all staff members are always wearing the correct PPE whilst on site.

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

- **Accommodation**

No accommodation will be provided by the *Employer* for the *Contractors* employees' and all cost for such accommodation are for the Contractor.

- **Strike and industrial action**

Contractor to ensure that the contracted service is performed regardless of strike and industrial action from his employees.

Provision of bonds and guarantees

N/A

Documentation control

All contractual Documentation must have relevant contract number and Purchase Order Number as reference as per Eskom Holdings SOC Limited Standards. Contractual communications will be in the form of properly compiled letters, letters attached to emails, emails, NEC3 template and urgent contractor meetings can be in the form of sms. The use of sms's, emails does not override the use of applicable and relevant NEC3 standard templates, forms and Eskom Holdings SOC Limited procedures.

The *Contractor* must develop a weekly progress report as per the *Employer* and *Contractor* agreement (Report covers the following: Safety concerns, Project constraints, Equipment certification, Schedule with mitigation to delays, etc)

The *Contractor* to ensure that all documentation relating to this contract is filed and kept on site for viewing by the *Service Manager* at any time.

Any required service will be communicated to the contractor via a Task order

Invoicing and payment

The Z clauses make reference to invoicing procedures stated here in this Service Information. Also include a list of information which is to be shown on an invoice.

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.

Each invoice shall contain the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- Purchase order number;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- *Employer's* name should be stated **Eskom Holdings SOC Limited**
- 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)
- For Foreign invoices, suppliers will still be required to physically deliver hard copies of original documents to the respective documentation management centres even though you have e-mailed those invoices **(Eskom is still seeking clarity from the South African Reserve Bank regarding e-invoicing for Foreign Invoices or invoices in foreign currency. Current requirements are that these manual invoices should still be submitted. You can send the invoice copy to the email addresses indicated 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:
invoicessskomlocal@eskom.co.za

Contract change management

Changes and amendments to the contract shall be effected through a contract addendum if and when necessary.

Insurance provided by the *Employer*

Each party to provide insurance for their own, employees, equipment and other facilities that will be used in the execution of works. Proof will be made available for the Employer as and when required.

The insurance provided by the Employer, is addressed under the contract data.

Training workshops and technology transfer

Prior to Contract Commencement, the Contractor shall provide the Employer with a training matrix or schedule for the Contractor's employees. It is the responsibility of the Contractor to ensure that

this schedule reflects the training commitments made in the commercial process as per the Supplier Development Requirements.

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

Design and supply of Equipment

None

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

▪ Equipment

None

▪ Information and other things

The Contractor shall provide the following information at the end of the service period

Drawdown of Defects History

All Historical Invoicing

All Safety Files and Related Documents

Statutory Certification of Work done (permits for dumping sites, etc)

All and any documents relating to the service that may affect the Employer

Management of work done by Task Order

The contractor will be issued with a task order prior to commencement of works on site

Other than emergency requests, no works shall proceed without an approved task order

An approved task order shall bear the signature of a Contractor Representative and Eskom Representative

Discretion of the Facilities Manager shall apply in determining and interpreting emergency requests to ratify works done without an approved task order.

The Contractor will not be compensated for works that proceed without an approved task order, unless the task order is ratified at the discretion of the Facilities Manager and Eskom Delegated Representative

Reasons shall be presented in writing to the Facilities Manager to request ratification for compensation with regards to any works done without an approved Task Order.

After normal working hours the *Employer* will issue a verbal or telephonic instruction to the Contractor to commence with the works and task order will be created on the next business day.

Health and safety, the environment and quality assurance

Health and safety risk management

In addition to the requirements of the laws governing health and safety, Eskom may have some additional requirements particular to the *service* and the Affected Property for this contract. The text below provides for these being attached as an Annexure to this Service Information. PLEASE

ALSO READ CORE CLAUSE 27.4 TOGETHER WITH Z7 IN THE ADDITIONAL CONDITIONS OF CONTRACT TO MAKE SURE THAT WHATEVER IS INCLUDED IN THE ANNEXURE FOLLOWS ON FROM THOSE CLAUSES.

The Divisional/Regional Safety Risk Manager or his representative having jurisdiction over the *service* must provide the relevant safety, health and environmental (SHE) criteria for incorporation into this Service Information. The SHE specification / scope must be signed off by the Divisional/Regional Safety Risk Manager or his representative confirming that the applicable safety criteria have been taken into account.

The Commodity Manager / Buyer must refer the tender to the Divisional/Regional Safety Risk Manager or his representative in order to evaluate against enquiry-specific safety criteria.

The Divisional Safety Risk Managers who will be responsible for the allocation of resources to assist P&SCM with the above processes are as follows:

- Generation: Roley McIntyre
- Transmission: Tony Patterson
- Distribution: Alex Stramrood
- Enterprises: Jace Naidoo
- Corporate: Kersemi Pather

The *Contractor* shall comply with the health and safety requirements contained in Annexure _____ to this Service Information.

Environmental constraints and management.

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

Quality assurance requirements

The minimum quality requirements as stipulated in the Employer's Quality Systems (QM 58) shall always apply

Deviations from this system shall be noted, corrective action taken by the contractor with the agreed time frames.

Failing which, the Employer shall impose a Non-Conformance Procedure in line with the Employer's Procedures.

All rectifications and quality defects shall be noted, completed and closed in line with the Employer's relevant processes.

Procurement

Disallowed Costs shall refer to costs that are not agreed upon and are as a result of the Contractor's failure or defaults, for the purposes of this contract, works that fall outside the ambit of the nature of works to be done shall be included, unless an addendum is later agreed upon and added as an annexure to the Contractor.

The Employer will not be held liable for any portion of Disallowed Costs.

People

Minimum requirements of people employed

The Contractor shall comply with relevant stipulations in The Labour Relations Act, as a National Key Point, the Employer reserves the right to any other additional recruitments constraints as and when required to do so.

BBBEE and preferencing scheme

The Contractor shall comply with Legislative and Employer's Commercial requirements in this regard. Failure to do so may warrant the Employer taking action against the Contractor.

Accelerated Shared Growth Initiative – South Africa (SDL)

If the ASGI-SA requirements are to be included in this contract specify constraints which *Contractor* must comply with after contract award in regard to any ASGI-SA requirements. The ASGI-SA Compliance Schedule completed in the returnable tender schedules is reproduced here. If ASGI-SA does not apply, delete this paragraph.

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the *Contractor's* ASGI-SA Compliance Schedule stated below

The *Contractor* shall keep accurate records and provide the *Service Manager* with reports on the *Contractor's* actual delivery against the above stated ASGI-SA criteria. [Elaborate on access to and format of records and frequency of submission etc.]

The *Contractor's* failure to comply with his ASGI-SA obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

Subcontracting

Preferred subcontractors

Not applicable

Subcontract documentation, and assessment of subcontract tenders

In the event that Subcontractors are appointed, it is the responsibility of the Contractor to ensure that Subcontractors comply with the Employer's requirements and stipulations. Subcontract documentation shall not form part of the contractual relationship between the Employer and the Contractor, unless the documentation is of a statutory nature and have direct impact on the legal compliance of the Employer.

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

Not applicable

Plant and Materials

Specifications

The Employer will provide the Contractor with a list of required compulsory plant and equipment that will facilitate in the execution of works, as per the pricing schedule.

The Contractor agrees to engage fairly and in bona fide in works execution by assisting the Employer with advice and recommendations on changes in technologies and industry best practices that may affect the Employer's ability to perform works as per the contract stipulations.
--

The Contractor will take reasonable care to acquire and maintain equipment that meets minimum legal requirements.
--

Correction of defects

Repairs to defective plant and equipment shall be conducted as per the manufacture's manuals. Such repairs shall not interfere with or hinder the Employer's work operations or the Contractor's ability to render a continuous service.

Records of all repairs and maintenance history shall be made available to the Employer at any given time.
--

Contractor's procurement of Plant and Materials

The Contractor shall purchase the Plant and Materials in good faith, and for the mutual benefit of both parties. It shall remain the sole responsibility of the Contractor to procure plant and materials of a reasonable and acceptable quality.
--

Tests and inspections before delivery

None

Plant & Materials provided "free issue" by the Employer

None

Working on the Affected Property

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

Eskom reserves the right to subject all contractor employees to a vetting and security clearance process in line with our security requirements on any and all of our sites. All and any other persons entering the sites to do works on behalf of the Contractor will be subjected to alcohol testing to gain access to the Site.

People restrictions, hours of work, conduct and records

The Contractor is required to keep records of their employees on site, including subcontractors. These records shall be made available upon request by the Employer's Service Manager.

Health and safety facilities on the Affected Property

All Eskom SHEQ requirements are to be complied with as stipulated by latest Eskom Regulations.

Environmental controls, fauna & flora

All Eskom SHEQ requirements are to be complied with as stipulated by latest Eskom Regulations.

Cooperating with and obtaining acceptance of Others

All communication shall be done through the Facilities Manager.

Records of Contractor's Equipment

The Contractor shall keep a list of all the equipment on site
He shall also make available inspection records of the said equipment.
These records should indicate the Contractors compliance to inspections of equipment as per statute requirements
Equipment that is not used for a particular site shall not be stored on the Employer's premises.

Equipment provided by the Employer

None

Site services and facilities

Provided by the Employer

The Employer will provide the following amenities where possible

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

Provided by the Contractor

All other facilities not stipulated above in the Employer's provisions, shall be provided by the Contractor.

- Appropriate vehicles for people, equipment and materials
- Relevant tools including ladders, scaffolding, and instrumentation for Electrical discipline

At the end of the Service period, the Contractor will remove any and all of the facilities he has provided for the duration of the service period.

Control of noise, dust, water and waste

Refer to the Health and Safety Specification for the control of noise, dust, water and waste

Hook ups to existing works

All hook ups to existing works shall comply with Occupational Health and Safety requirements. The Contractor is mandated to provide a risk assessment for approval by the Employer's SHEQ representation on site.

Tests and inspections

Description of tests and inspections

The Contractor will provide Test and Inspection records on approved templates to the Employer's representative.
These Inspection records will comply with regulatory requirements and made available to the Employer as and when required.

Materials facilities and samples for tests and inspections

Not ApplicableList of drawings

Drawings issued by the *Employer*

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

Drawing number	Revision	Title

Task Order

Task Order No. [●] service [●]
To: [●].....
..... (Contractor)

(for *Employer*)

(for Contractor)

(for *Employer*)

ESKOM HOLDINGS SOC LIMITED
PRICING SCHEDULE FOR THE ELECTRICAL REPAIRS AND MAINTENANCE OF SIMMERPAN COMPLEX AND SURROUNDING AREAS

FINAL SUMMARY

Bill No.	<u>CORE TECHNICAL SERVICES</u>	QTY	Currency	Amount
1	PRELIMINARIES AND GENERALS		R	
2	ELECTRICAL REPAIRS AND MAINTENANCE		R	
	Sub-Total		R	

This schedule provides a summary of the total value of all the sections and remains the responsibility of the contractor to ensure the accuracy of the amount carried to the summary.