



NEC3 Term Service Contract (TSC3)

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

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

for Provision of General Maintenance and Plumbing
Maintenance Contract for Gauteng Cluster, as and
when required basis for a period of 5 years

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

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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

C1.1 Form of Offer & Acceptance

Offer

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

Provision of General Maintenance and Plumbing Maintenance Contract for Gauteng Cluster, as and when required basis for a period of 5 years

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

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

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

1 Dale Road, Eskom Academy of Learning,
Midrand

(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)*1 Dale Road, Eskom Academy of
Learning,
MidrandName &
signature
of witness

Date

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]

1. Please read the relevant clauses in the conditions of contract before you enter data. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
2. Some TSC3 options are always selected by Eskom Holdings SOC Ltd. The remaining TSC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "[•]" - data is required to be inserted relevant to the specific option selected.]

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		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
	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):	TBC

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

	Address	[•]
	Tel	[•]
	Fax	[•]
	e-mail	[•]
11.2(2)	The Affected Property is	All ERE sites withing Gauteng Cluster
11.2(13)	The <i>service</i> is	Provision of General Maintenance and Plumbing Maintenance Contract for Gauteng Cluster, as and when required basis for a period of 5 years
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> • Scope: • Industrial action • Time • Safety • Environment • Quality
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	5 Business Day
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 Contractor submits a first plan for acceptance within	1 week of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	TBC
30.1	The <i>service period</i> is	5 Years
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	5 days after Task Order Completion payment claim submission
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	4 weeks.

51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands.
6	Compensation events	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	<ol style="list-style-type: none"> 1. Inclement weather 2. Resident Complaints 3. Theft and vandalism 4. Riots
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	Forecast for each individual project must be as per agreement with the Project Manager.
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	
	Tel No.	
	Fax No.	
	e-mail	

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	Midrand South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.

12 Data for secondary Option clauses

X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	1 month prior to tender closing date		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
	1. Labor	0.85 0.15. <hr/> 1	Labour Non - adjustable	SEIFSA Table C3- Hourly Paid Employees
	2. Material	0.85 0.15.	Material Non - adjustable	SEIFSA Table G-1 - Building & Construction: Material Purchases by type of service
	3. Transport	0.85 0.15.	Transport Non-adjustable	SEIFSA Table L-2(B) – Road Freight Costs
	Prices will be fixed and firm for the first 12 months of the contract	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	Item No	Description	Damages
			SHEQ Non compliance	R 2000 per incident for missing safety file, expired PPE or improper

				waste disposal
			Key date not met	5% of TO value per day
X18	Limitation of liability			
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	Cumulative total of all The Task Orders Issued		
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to	the amount of the deductibles relevant to the event as per Eskom Annual Construction All Risk Policy		
X18.3	The Contractor's liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none">the total of the Prices at the Contract Date andthe amounts excluded and unrecoverable from the Employer's insurance (other than the resulting physical damage to the Employer's property which is not excluded) plus the applicable deductibles		
X18.4	The Contractor's total liability to the Employer, 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 Contractor's total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the Contractor is liable under this contract for <ul style="list-style-type: none">Defects due to manufacture and fabrication outside the Affected Property,loss of or damage to property (other than the Employer's property, Plant and Materials),death of or injury to a person andinfringement of an intellectual property right.		
X18.5	The end of liability date is	24 months after the end of the service period.		
X19	Task Order			
X19.5	The Contractor submits a Task Order programme to the Service Manager within	3 days of receiving the Task Order		
Z	The additional conditions of contract are			
	Z1 to Z14 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 *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

Coercive Action means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

Collusive Action means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

Committing Party means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,

Corrupt Action means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

Fraudulent Action means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

Obstructive Action means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

Prohibited Action means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

- Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been

found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.

Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

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

Insurance cover 83

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

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law.

Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law
---------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------

Z 12.2 Replace core clause 86 with the following:

**Insurance
by the
Employer**

86

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.

Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Notes to a tendering contractor:

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

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is 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:	

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

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	
11.2(19)	The tendered total of the Prices is	R(Rates Only contract)

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 <ul style="list-style-type: none">the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed andwhere 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 No	Preliminaries	UOM	QTY	RATE
1	SHEQ Compliance as per Requirements(percentage based on Total labor value)	%		
2	PPE, cost plus fee based on yearly replacement cycle	Cost plus fee		
3	Safety Officer	Hr		
	<u>HOURLY RATE: GAUTENG</u>			
	-			
	<u>Work to be done from Monday to Friday between 7:30am and 4pm:</u>	Unit	Qty	Rate
1	Artisan	Hr		
	-			
2	Artisan Assistant	Hr		
	-			
3	General labourer	Hr		
4	Supervisor	Hr		
	-			
	<u>Work to be done after normal working hours Weekends and Public Holidays</u>			
1	Artisan	Hr		
	-			
2	Artisan Assistant	Hr		
3	General labourer	Hr		
4	Supervisor	Hr		

5	Percentage Mark Up for material	%		
	<u>SUB-TOTAL</u>			
	<u>Transport</u>			
1	LDV	km		
2	Personnel Transport for Staff	km		
	<u>SUB-TOTAL</u>			
	TOTAL EXCLUDING VAT			

The total of the Prices

C3.1: EMPLOYER'S SERVICE INFORMATION

Description of the service

Executive overview

Eskom Real Estate (ERE) Operations section is responsible to render maintenance services to all Eskom large and small buildings around Gauteng Cluster. The services ranges from repair and maintenance services. The maintenance services were previously decentralised to Customer Network Centre, Major Engineering Works, Control Plant Maintenance, Office Parks and Hubs. The lack of contracts may result in Occupational Health and Safety concerns, which through this contract is to prevent them from occurring.

The implementation of the service will result in the following benefits to Eskom:

- Compliance to health and safety standards, reducing health and safety hazards
- Safe working environment
- Response time will improve; (delays will be minimized)
- Customer satisfaction
- Increase in the lifespan of the Facilities
- Improved building condition and energy efficiency

Employer's requirements for the service

The scope of work includes:

Plumbing & Drainage

Service as and when required

Repair and replacement of leaking taps and cisterns

Repair and replacement of all plumbing pipes, supply and waste pipes

Repairs and replacement of plumbing equipment, fitments and vanities

Water connection to hydro boilers,

Repairs, replacements and servicing of hydro boils

Repair and maintain septic tanks, water tanks and sewer systems

Unblocking of all drainage structures, pumps including manholes

Cleaning and maintain of grease traps

Replace or repair manhole covers

Replacement and repair of all pressure valves and safety valves (shut-off valves)

Installation of back-up water tanks and pumps

Pressure jetting-ad hoc maintenance (high pressure drain/storm water cleaning equipment)

Wash bay sumps maintenance and issue disposal certificate –this is for major offices only

Attend to water leaks /blockages call outs

Keep basic spares on site to address leaking taps and pipes (copper and PVC)

Water tank repair/Installations and replacement

Supply and install water filtration system and service

Septic /conservancy tank repair and maintenance.

Annual testing of boreholes
Storage tanks
Supply and installation of geysers and other hot water systems
Repair, clean and maintain storm water catch pits and piping
Clean and service JoJo Tanks and storage tanks
Drain camera service
Cleaning of gutters and down pipes
Replacement of gutters and down pipes
Hiring of mobile toilets during emergencies
Provide emergency call-out service

All work to comply with SANS 10252-1, 10252-2, 10252-4, 10400, 10106
Qualified plumber to inspect and supervise the works on site

OTHERS

Other elements of plumbing reticulation systems not detailed in the scope that may be required shall be included in all requirements, on an as and when required basis.

The contractor will be required to provide a permanent Artisan that will be stationed in one of our Office buildings if need arises.

GENERAL

Health & Safety Plan
H&S plan is required for all sites

PPE

PPE requirements recovered per yearly

METAL SLIDING GATES

Are serviced Quarterly
Metal sliding gates, motors and access control including written report.

LARGE METAL SWING GATES

Quarterly Service
Large metal swing gates, motors and access control including written report.

ROLLER SHUTTER DOORS

Quarterly Service

•

Quarterly service on roller shutter doors, motors and access control including written report.

METAL SLIDING DOORS

Quarterly Service

•

Quarterly service on metal sliding doors, motors and access control including written report.

GLASS SLIDING, SWING AND REVOLVING DOORS

Quarterly Service

•

Glass sliding, swing and revolving doors, motors and access control including written report

Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
CIDB	Construction Industry Development Board
ERE	Eskom Real Estate
OHS	Occupational Health and Safety
SHEQ	Safety, Health, Environment, and Quality
VAT	Value Added Tax

Management strategy and start up.

The *Contractor's* plan for the service

The plan should be based on the agreed scope per Task Order between the contractor and the Service Manager.

Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	TBC	TBC	Employer, Contractor and Stakeholders
Overall contract progress and feedback	To be determined per Task Order requirements	TBC	<i>Employer, Contractor and Stakeholders</i>

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

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

Contractor's management, supervision and key people

The Contractor is to submit an organogram showing all key people involved in the contract Seven (7) days after contract award. All Key Personnel must be appointed in writing, must be current for the specific site and area of work and must be kept on file.

Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Service Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer's* right to termination stated in this contract.

Documentation control

- Document management control will be handled as per the Employer's document and records management procedure 32-6,32-21 which is obtainable from the Employer's representative.
- All correspondence is to be addressed to the Project Manager with a chronological numbering system.

- All NEC standard forms shall be used, e.g., Task orders, Early warnings, defect certificates and assessments.

Invoicing and payment

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

The *Contractor* shall address the tax invoice to

_____ and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- (add other as required)

Add procedures for invoice submission and payment (e.g. electronic payment instructions)

General Information	X
• No Pro-forma Invoice	
• Check Vendor number against the Address and name on Tax invoice	
• Insert the Vendor number on Tax invoice (Top right-hand corner)	
• Bank details must be on the invoice or on an attached sheet, but it does not require a bank stamp just a letter)	
• Check banking details on invoice against SAP system. If more than one banking account check bank account against banking details on invoice. If banking details not on invoice, write the bank code next to the vendor account (bank code 0002)	
• Check Vendor VAT number against the vendor master. (FK03) If VAT number not on master records, prepare a list and forward to Vendor Management to check and update the vendor master records	
• No fax copies of Tax invoices allowed	
• No copies of Tax invoices allowed unless originally printed by the Vendor if a photocopy tax invoice, it must be an original "certified copy" (i.e. not a copy of a "certified copy" invoice) from the vendor and check in system if not previously be paid. Put stamp "not previously paid" on invoice and sign.	
• Ensure that date received stamp is clear on invoice	
• Stamp all Invoices with the Vat stamp, complete and sign (only when VAT is applicable)	
• The stamp should not be stamped over any written information	
• When scanning invoice, check the quality before linking in SAP (inboxes)	
With Reference Invoices	X
• Goods receipt must be done (payment with reference)	
• Ensure that the SAP purchase order number is clear and correct on the invoice	
• GR number to be written on the Invoices	
• If multiple lines on invoice write the line number of the order against the line to ensure that the processors match the correct lines (to ensure that 191100 is matched correctly)	

Contract change management

Any changes in the contract will be dealt with my using the NEC process and forms as well as the Eskom Procurement and Supply Chain Policy 32-1034.

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

To substantiate the Defined Cost of compensation events, the Employer may require the Contractor to keep records of amounts paid by him for people employed by the Contractor, plant and materials, work subcontracted by the Contractor and equipment. State in what form these records are to be kept and how accessed by the Employer.

Insurance provided by the *Employer*

Annexure A Insurance document

Training workshops and technology transfer

Not Applicable

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

Equipment

Not Applicable

Information and other things

- Completion Certificate / Practical Completion Letter
- Test and Inspection Certificates
- Plumbing **Certificate of Compliance (CoC)**
- Handover Certificate

Management of work done by Task Order

A Task Order will be issued for tasks at hand as per descriptions from the Employer's Representative who will be managing this contract on the behalf of the Employer.

Health and safety, the environment and quality assurance

Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in Invitation to Tender. Service Information.

Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints contained in Invitation to Tender.

Quality assurance requirements

The Contractor shall comply (QM-58) documents and meet ISO-9001 requirements.

Procurement

People

Minimum requirements of people employed

The Contractor's employees shall be sober when carrying out their duties and may be subjected to random Breathalyzer tests when visiting the Employers' premises. All the employees shall also adhere to Eskom Life Saving rules while on duty.

BBBEE and preferencing scheme

Refer to SDL & I requirements

Subcontracting

Refer to SDL & I requirements

Supplier Development, Localisation and Industrialisation

The *Contractor* shall comply with agreed proposal for SDL & I, pre-contractual requirements attached with the Invitation to Tender.

Plant and Materials

Specifications

All Tests, Inspection and repairs are to be carried out to current and existing Specifications.

Correction of defects

For defects not identified during quality checks, the contractor shall arrange with the service manager for access, permits and dates for correction of those defects.

Contractor's procurement of Plant and Materials

All warranties must be issued in favor of Eskom.

All material to adhere to SANS and Eskom Quality Standard

Plant & Materials provided "free issue" by the Employer

N/A

Working on the Affected Property

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

The Employer reserves the right for its Security personnel to search persons or vehicles entering or leaving the premises. This includes but is not limited to briefcases and toolboxes.

People restrictions, hours of work, conduct and records

This is as per the BOQ rates and all work shall be according to SHE regulations and Basic Condition of Employment Act

Normal Hours

This is as per the BOQ rates and all work shall be according to SHE regulations and Basic Condition of Employment Act

Defined Cost:

Any prices that are not included in the scope of works must be calculated as per defined cost which is as per clause 11.2 (5)

Defined cost is subject to approval by the Service Manager.

Hourly rate: Gauteng

Any call out work commenced during working hours and completed after normal working hours will be compensated by using normal working hour rates only.

Any call out work commenced after normal working hours will be compensated by using after normal working hour rates only.

Prior written approval must be received from the Eskom ERE (GAUTENG) Official prior to commencement of work.

Cooperating with and obtaining acceptance of Others

The Contractors to comply to site and security control requirement at all times.

Records of *Contractor's* Equipment

Refer to SHEQ, SDL & I requirements.

Equipment provided by the *Employer*

Employer will not be providing Equipment.

Site services and facilities

Provided by the *Employer*

Not Applicable

Provided by the *Contractor*

Not Applicable

Control of noise, dust, water and waste

Contractor must comply with SHE and Environmental Requirements

Hook ups to existing works

Contractor must comply with SHE and Environmental Requirements

Tests and inspections

Description of tests and inspections

Certificate of Compliance as per SANS 10252

Annexure A Insurance document



To whom it may concern

This letter serves to confirm the insurance cover as follows:

Insurer : ESCAP SOC Ltd

Insured : Eskom Holdings SOC Ltd

Additional Insureds : Entities dictated by financial or operational interest of the Insured, each for their respective rights and interest

All contractors undertaking work for or on behalf of the Named Insured but only in respect of the execution of any contract(s) (the "Contracts") between the contractor and Named Insured (it being understood that where the Named Insured undertakes the work they shall be deemed to be the "Contractor" provided that their rights hereunder shall not exceed the rights of any independent contractor working on behalf of the Named Insured) (hereinafter called the "Contractor").

All subcontractors employed by the Contractor and all other subcontractors (whether nominated or otherwise engaged but only in respect of the fulfilment of the contract(s)) (hereinafter called the "Subcontractor") for their respective rights and interests.

Any reference to Insured in this Policy shall apply to the Named Insured and where applicable the Additional Insured listed above. Cover in respect of contractors and subcontractors shall only be provided to the extent that the Named Insured undertakes in the contracts with the Additional Insured between the Named Insured and Contractor and/or Subcontractor to provide the

ESCAP SOC Ltd

Maxwell Drive Megawatt Park Sunninghill Sandton
PO Box 1091 Johannesburg 2000 SA
Tel +27 11 800 6804 Fax +27 11 800 4737 www.eskom.co.za
Escap SOC Ltd Reg No 1993/003340/30

Insurance coverage found in this policy (hereinafter called the "Insurance Cover") for such parties

Policy name : Annual Construction All Risks

Period of insurance : 01 April 2025 – 31 March 2026

Policy limit : **Section I - Contract Works:**

Actual contract works project value of up to **R 1 billion and 60 months at inception**, thereafter unlimited in value and project time up to completion.

Section II - Contract Works Public Liability:

R25 million, any occurrence or series of occurrences arising out of one event

Policy coverage : Direct physical loss of or damage to any part of the Works and property insured including while in transit or at storage, including third party liability.

Policy deductibles : As per table below

Deductible	Division / Coverage
Section I – Contract Works	
R 500,000	Physical Damage to Property
R10 000 000	Transmission – Theft and Vandalism
R 5,000,000	Distribution - Theft & Vandalism
R1 000 000	Eskom Rotek Industries – Theft and Vandalism
R 50,000	Debris Removal
R 50,000	Debris Removal (No Damage)
R 25,000	Borrowing of plant for commission purposes
R 1,000	Documentation
Section II – Contractors' Public Liability	
R 50,000	Damage resulting from Fire and Spread of Fire
R 20,000	All other losses

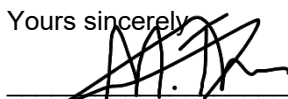
Escap SOC Ltd Reg No 1993/003340/30

Note:

Cover is only limited to projects declared for the insurance period stipulated above and as verified and finalised by the Insurer.

Should you have any queries, please contact the Insurer at MmutleM@eskom.co.za

Yours sincerely



Moreti Tumelo Mphahlele
Escap SOC Ltd – Underwriting
Date: 01 April 2025

List 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