



NEC3 Term Service Short Contract (TSSC3)

A contract between **Eskom Holdings SOC Ltd**
(Reg. No.: 2002/015527/30)

and

for **Office Moves Contract for GEMMA Cluster**

| | | |
|------------------|--|-----------------|
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C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

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

OFFICE MOVES SERVICES FOR GEMMA CLUSTER: NORTH WEST & NORTHERN CAPE

The tenderer, identified in the signature block below, having examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender. This contract will be executed on "as and when required basis". Price Schedule forms part of this contract.

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.

| | |
|---|--|
| The offered total of the Prices exclusive of VAT is | |
| Value Added Tax @ 15% is | |
| The offered total of the Prices inclusive of VAT is | |
| (in words) | |

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part 2 Price Schedule (Where Bill of Quantities is used it shall mean Price Schedule)
- Part 3 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 Tender 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, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week 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 copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Signature(s)

Name(s)

Capacity

**for the
Employer**

Name &
signature of
witness

Date

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. _____'

Schedule of Deviations

Note:

1. To be completed by the Employer prior to award of contract. 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 |
|------|---------|---------|
| NONE | | |

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

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

| | For the tenderer: | For the Employer |
|-----------------------------|--|---|
| Signature | _____ | _____ |
| Name | _____ | _____ |
| Capacity | _____ | _____ |
| On behalf of | <i>(insert the name and address of the organisation)</i> | ESKOM HOLDINGS SOC LIMITED MEGAWATT PARK MAXWELL DRIVE SANDTON, JOHANNESBURG |
| Name & signature of witness | _____ | _____ |
| Date | _____ | _____ |

C1.2 Contract Data

Data provided by the *Employer*

| Clause | Statement | Data |
|----------------|---|---|
| General | | |
| 10.1 | The <i>Employer</i> is (Name): | Eskom Holdings SOC Limited (Reg. No: 2002/015527/30), a juristic person incorporated in terms of the company laws of the Republic of South Africa |
| 14.5 | If the <i>Employer</i> appoints an <i>Employer's Agent</i> , the <i>Employer's Agent</i> is: | Nontombi Sechogela |
| | Address | Eskom Matlosana Zone Office, Townlands, Klerksdorp, 2571 |
| | Tel No. | 018 464 6115 |
| | E-mail address | sechogn@eskom.co.za |
| | The authority of the <i>Employer's Agent</i> is | To manage the contract, assess the work done and process payment according to the BOQ rates schedule and time sheets. |
| 11.2(5) | The <i>service</i> is | Office moves services for GEMMA Cluster |
| 11.2(6) | The Service Information is in | The document called 'Service Information' in Part C3 of this contract. |
| 30.1 | The <i>starting date</i> is. | TBC |
| 30.1 | The completion date is: | TBC |
| 30.1 | The <i>service period</i> is. | 6 Months |
| 13.2 | The <i>period for reply</i> is | 2 (two) days |
| 50.1 | The <i>assessment day</i> is the | As per task order / weekly basis. |
| 51.2 | The interest rate on late payment is | 0% |
| 80.1 | The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of | the amount of the deductibles relevant to the event described in the "Format TSSC3" insurance policy available on http://www.eskom.co.za/live/content.php?Item_ID=9248 |
| 82.1 | The <i>Employer</i> provides this insurance | as stated for "Format TSSC3" available on http://www.eskom.co.za/live/content.php?Item_ID=9248 (See Annexure A for basic guidance) |
| 82.1 | The minimum amount of cover for the first insurance stated in the Insurance Table is: | the amount of the deductibles relevant to the event described in the "Format TSSC3" insurance policy available on http://www.eskom.co.za/live/content.php?Item_ID=9248 |

| | | |
|---------|--|---|
| 82.1 | The minimum amount of cover for the third insurance stated in the Insurance Table is: | whatever the Contractor deems necessary in addition to that provided by the Employer . |
| 82.1 | The minimum amount of cover for the fourth insurance stated in the Insurance Table is: | As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Contractor's 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) |
| 93.1 | The <i>Adjudicator</i> is (Name) | The person selected from the Eskom Panel of Adjudicators listed in Annexure B to this Contract Data by the Party intending to refer a dispute to him. |
| 93.2(2) | The <i>Adjudicator nominating body</i> is: | the Chairman of the Joint Civils Division of the South African Institution of Civil Engineering. (See www.jointcivils.co.za) |
| 93.4 | The <i>tribunal</i> is: | arbitration. |
| | 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 |
| | 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 | |

The conditions of contract are the NEC3 Term Service Short Contract (September 2008)¹ and the following additional conditions Z1 to Z11 which 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 and the Electricity Distribution Industry. |
| Z2 | Change of Broad Based Black Economic Empowerment (B-BBEE) status |
| Z2.1 | 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. |
| Z2.2 | The Contractor is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the Employer within thirty days of the notification or as otherwise instructed by the Employer . |
| Z2.3 | Where, as a result, the Contractor's B-BBEE status has decreased since the <i>starting date</i> the Employer may either re-negotiate this contract or alternatively, terminate the Contractor's obligation to Provide the Service. |

¹ To be obtained from SAICE.

- Z2.4 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 those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *service*.

Z3 Ethics

- Z3.1 Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor's* obligation to Provide the Service or taking any other action as appropriate against the *Contractor* (including civil or criminal action).
- Z3.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Contractor* or any such member is removed from the an approved vendor data base of the *Employer* as a consequence of such practice.

- Z3.3 If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *service*.

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to others except where required by this contract. 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 where required by this contract 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 *Employer*.
- 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 *Employer's* 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 *Employer*. 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 clause 12.2:

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

- 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*:
- 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 *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 clause 50

- Z7.1 The *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the correctly assessed amount due for payment.
- 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 clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Contractor* is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

- Z8.1 Delete from the last sentence in clause 61.1, "unless the event arises from an instruction of the *Employer*."

Z9 *Employer's* limitation of liability; Add to clause 80.2

- Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand).

Z10 Termination: Add to clause 90.2, after the words "or its equivalent":

- Z10.1 or had a judicial management order granted against it.

Z11 Addition to Clause 50.4

- Z11.1 If the amount due for the *Contractor's* payment of *delay damages* reaches the limits stated in a Task Order (if any), the *Employer* may terminate the *Contractor's* obligation to Provide the Service.
- Z11.2 If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *service*.

Z12 Additional Z Clauses

Eskom Cardinal Rules



Eskom Cardinal
Rules.pdf

Eskom's Standard Conditions of Tendering



Eskom's Standard
Conditions of Tenderir

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. Details of the insurance itself are available from the internet web link given below.

1. Services provided in a TSSC3 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" policy which may be in place for the *Employer's* portion of the property affected by the *service* or against the *Employer's* "assets" policy which may be in place for the *Employer's* portion of the property affected by the *service*, or both.
2. The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the property affected by the *service* and the nature of the insurable event.
3. The *Contractor* is required in terms of Contract Data for clause 82 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from the *Contractor's* 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 TSSC3**' to establish both the cover and the deductibles in relation to the *service* provided in terms of this contract.
4. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor to cover his risks as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 82.1. In terms of clause 82.1 "the *Contractor* provides the insurances stated in the Insurance Table. The *Contractor* does not provide an insurance which the *Employer* is to provide as stated in the Contract Data". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
5. Part 2 of the contract will include a requirement for the tendering contractor to identify the cost of insurance which he has allowed for in his Prices, given the foregoing guidance, either as a separate priced item or
6. **Further information and full details of all Eskom provided policies and procedures may be obtained from:** http://www.eskom.co.za/live/content.php?Item_ID=9248

Annexure B: The *Employer's* Panel of Adjudicators

The following persons listed in alphabetical order of their surname have indicated their willingness to be included in the Eskom Panel of Adjudicators. Their CV's may be obtained by using the contact details provided.

| Name | Location | Contact details (phone & e mail) |
|------------------------|-----------------|---|
| Nigel ANDREWS | Gauteng | +27 11 836-6760 nigela@quoin.net |
| Andrew BAIRD | Gauteng | +27 11 803 3008 andrewbaird@ecsconsult.co.za |
| Christopher BINNINGTON | Gauteng | +27 11 888-6141 cdb@bca.co.za |
| Bruce LEECH | Gauteng | +27 11 290 4000 leech@counsel.co.za |
| Nigel NILEN | Gauteng | +27 11 465 3601; nilences@global.co.za |
| Robert St. LEGER | Cape Town | +27 21 794 7488 bobst@iafrica.com |
| Peter THURLOW | Gauteng | +27 11 787 6226 info@thurlowassoc.com |

Information about the Panel and appointment of the selected *Adjudicator* is available from Eskom Supply Chain Operations Management.

Data provided by the Contractor (the Contractor's Offer)

The tendering contractor is advised to read both the NEC3 Term Services Short Contract (September 2008) and relevant parts of its Guidance Notes (TSSC3-GN)2 in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided of the TSSC3 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

| | |
|------|---|
| 10.1 | The <i>Contractor</i> is (Name): Address Tel No. Fax No. E-mail address |
|------|---|

| | | |
|------|---|--------|
| 63.2 | The percentage for overheads and profit added to the Defined Cost for people is |% |
| 63.2 | The percentage for overheads and profit added to other Defined Cost is |% |

| | | |
|---------|--|--|
| 11.2(4) | The Price List is in | OFFICE MOVES IN NORTHWEST & NORTHERN CAPE |
| 11.2(4) | The offered total of the Prices for part of the service in Part 1 of the Price List is | BOQ scheduled rate based p14 Excluding VAT |

| | | |
|---------|--|---------------|
| 11.2(4) | The offered total of the Prices for part of the service in Part 2 of the Price List is | R..... |
|---------|--|---------------|

C2 Pricing Data (Price Schedule)

C2.1 Pricing assumptions

The Price List is in two parts. Part 1 is for work described in the Service Information not requiring the *Employer* to issue a Task Order. Part 2 is for work to be carried out within a stated period of time on a task by Task basis and instructed by Task Order. The *service* may comprise work under Part 1 only or Part 2 only or a mix of both.

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 tenderer 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 the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters a rate for each item and multiplies it by the Expected quantity to produce the Price, to be entered in the final column.

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.

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

The *Contractor* is to price the Price Schedule in its entirety based on the scope of services being tendered for, for all the Functional Groupings per specific site being tendered for.

The Price Schedule has a quantity of one and quantities will be adjusted once each task order is complete.

The *Contractor* will be paid using Price Schedule as a basis.

The contract is based on "as and when required basis"

The rates and Prices entered for each item includes for all work/services and other things necessary to complete the item.

The structure of the Price Schedule is as follows (See below table and details on the Price Schedule itself):

C2.2 Price List (Price Schedule)

Refer to Price Schedule (Part 2) for detailed specification and quantities.

The rates and Prices entered for each item includes for all works / services and other things necessary to complete the item.

| PRICE LIST | | | | | |
|-------------------|--------------------------------------|------|----------|-----------------------|-------|
| Item no. | Description | Unit | Quantity | Rate | Price |
| 1 | <u>Dismantling</u> | | | | |
| | | | | | |
| | Desks L-shaped | Each | | | R0,00 |
| | Desks Cluster per unit | Each | | | R0,00 |
| | Pedestal | Each | | Included in desk cost | |
| | Round Table | Each | | | R0,00 |
| | Office Chair | Each | | | |
| | Dividing screen | Each | | | R0,00 |
| | Bulk files | Each | | | R0,00 |
| | Steel rack | Each | | | R0,00 |
| | | | | | |
| 2 | <u>Assembly</u> | | | | |
| | | | | | |
| | Desks L-shaped | Each | | | R0,00 |
| | Desks Cluster per unit | Each | | | R0,00 |
| | Pedestal | Each | | Included in desk cost | |
| | Rectangular table | Each | | | R0,00 |
| | Round Table | Each | | | R0,00 |
| | Dividing screen | Each | | | R0,00 |
| | Bulk files | Each | | | R0,00 |
| | Steel rack | Each | | | R0,00 |
| | | | | | |
| | | | | | |
| 3 | <u>Loading/ Off - Loading</u> | | | | |
| | | | | | |
| | Desks | Each | | | R0,00 |
| | Pedestal | Each | | | R0,00 |
| | Cupboard with 2 doors | Each | | | R0,00 |
| | Cupboard with roller door | Each | | | R0,00 |
| | Cupboard for 2 roller doors | Each | | | R0,00 |
| | Cupboard with 3 drawers | Each | | | R0,00 |
| | Cupboard with 4 drawers | Each | | | R0,00 |
| | Cupboard with 5 drawers | Each | | | R0,00 |
| | Rectangular table (6, 10,12 seaters) | Each | | | R0,00 |
| | Round Table | Each | | | R0,00 |
| | Office Swivel Chair | Each | | | R0,00 |

| | | | | | |
|--|--------------------------------|------|--|--|-------|
| | Visitors Chair | Each | | | R0,00 |
| | Couch 1 seater | Each | | | R0,00 |
| | Couch 2 seater | Each | | | R0,00 |
| | Dividing screen | Each | | | R0,00 |
| | White board | Each | | | R0,00 |
| | Pin board | Each | | | R0,00 |
| | Big pictures | Each | | | R0,00 |
| | small picture | Each | | | R0,00 |
| | Coat hanger | Each | | | R0,00 |
| | Big mirror | Each | | | R0,00 |
| | Small mirror | Each | | | R0,00 |
| | Shredder | Each | | | R0,00 |
| | Television | Each | | | R0,00 |
| | Refrigerator | Each | | | R0,00 |
| | Microwave Oven | Each | | | R0,00 |
| | Water cooler | Each | | | R0,00 |
| | Dust bin | Each | | | R0,00 |
| | Packed Box | Each | | | R0,00 |
| | Computers (in a box) | Each | | | R0,00 |
| | Safes small | Each | | | R0,00 |
| | Safes medium | Each | | | R0,00 |
| | Safes large | Each | | | R0,00 |
| | Bulk files | Each | | | R0,00 |
| | Steel rack | Each | | | R0,00 |
| | Pot plants | Each | | | R0,00 |
| | Locked Emergency Drug Cupboard | Each | | | R0,00 |
| | Movable Drug Cupboard(PHC) | Each | | | R0,00 |
| | Welch-Allyn Wheel BP Machine | Each | | | R0,00 |
| | Welch-Allyn Mounted BP Machine | Each | | | R0,00 |
| | Portable Nebulizer | Each | | | R0,00 |
| | Wech-Allyn AED10 | Each | | | R0,00 |
| | Electrified Weight Scale | Each | | | R0,00 |
| | Electrified Weight Scale | Each | | | R0,00 |
| | Audiometer Audio Booth | Each | | | R0,00 |
| | Vision Screening Machine | Each | | | R0,00 |
| | Spirometer Machine | Each | | | R0,00 |
| | Portable Plastic Screening | Each | | | R0,00 |
| | Movable Trolleys | Each | | | R0,00 |
| | Wheel-chair | Each | | | R0,00 |
| | Portable Dr Beds | Each | | | R0,00 |
| | Shredder Machine | Each | | | R0,00 |
| | Treadmill | Each | | | R0,00 |
| | Gym bike/cycling machine | Each | | | R0,00 |
| | Weights small | Each | | | R0,00 |
| | Weights medium | Each | | | R0,00 |
| | Weights large | Each | | | R0,00 |
| | Training bunk | Each | | | R0,00 |
| | | | | | |

| | | | | | |
|----------|---|------|--|--|-------|
| 4 | <u>Removing Off the wall</u> | | | | |
| | <u>(> 1m x 1m)</u> | | | | |
| | White board | Each | | | R0,00 |
| | Pin board | Each | | | R0,00 |
| | Picture | Each | | | R0,00 |
| | Mirror | Each | | | R0,00 |
| | Television/TV stand | Each | | | R0,00 |
| | <u>(< 1 m x 1m)</u> | | | | |
| | White board | Each | | | R0,00 |
| | Pin board | Each | | | R0,00 |
| | Pictures | Each | | | R0,00 |
| | Mirror | Each | | | R0,00 |
| | Television/TV stand | Each | | | R0,00 |
| 5 | <u>Provide Boxes& Material</u> | | | | |
| | 250 x 450 x 450 boxes | Each | | | R0,00 |
| | 500 x 400 x 400 boxes | Each | | | R0,00 |
| | Buff tape 48x50 | Each | | | R0,00 |
| | Rolls of labels | Each | | | R0,00 |
| | Bubble wrap | Each | | | R0,00 |
| | Protecting of lift with soft board (25mm) | Each | | | R0,00 |
| 6 | <u>Skilled Labour Rates</u> | | | | |
| | Normal time during the week Monday to Friday | Hour | | | R0,00 |
| | Afterhours during the week Monday to Friday | Hour | | | R0,00 |
| | On a Saturday | Hour | | | R0,00 |
| | On a Sunday | Hour | | | R0,00 |
| | On a Public holiday | Hour | | | R0,00 |
| 7 | <u>Unskilled Labour Rates</u> | | | | |
| | Normal time during the week Monday to Friday | Hour | | | |
| | Afterhours during the week Monday to Friday | Hour | | | |
| | On a Saturday | Hour | | | |
| | On a Sunday | Hour | | | |
| | On a Public holiday | Hour | | | |
| 8 | <u>Travelling Costs per KM (Gauteng)</u> | | | | |
| | 1 Ton | KM | | | |
| | 5-8 Ton | KM | | | |
| | 9-23 Ton | KM | | | |
| | 24 Ton | KM | | | |

| | | | | | |
|----|-------------|--|--|--|-------|
| 9 | Insurance | | | | R0,00 |
| 10 | Total | | | | R0,00 |
| | Final Total | | | | R0,00 |

CONTRACTOR:

.....
PRINT NAME

.....
SIGNATURE

.....
DATE

C3: Scope of Services

C3.1 The Service Information

Description of Services

The office move contractor will be required to provide services based on the framework below. The services may include:

Transport and Material:

- Provide Suitable Transportation based on Rate per km for the following:
 - ✓ 0 – 1 ton truck
 - ✓ 5 – 8 tons truck
 - ✓ 9 – 23 tons truck
 - ✓ 24 tons truck
- Provide suitable moving boxes and material based on the following categories
 - ✓ 490 x 490 x 420 mm boxes
 - ✓ 250 x 450 x 450 boxes
 - ✓ 500 x 400 x 400 boxes
 - ✓ Buff tape 48x50
 - ✓ Rolls of labels
 - ✓ Bubble wrap
 - ✓ Protecting of lift with soft board (25mm)
- Provide suitable equipment/tool for the moves.(e.g. trollies, jacks)
- Where printers and PC's are to be transported this should be done by using suitable cushioning

Movement of Furniture, Equipment and Other:

- Dismantle, move and re-assemble bulk filing systems
- Physical handling/ removal of items such as printers, PCs, safes, pictures etc.
- Physical handling/ removal and re-assembling of furniture (desks/ tables, cupboards, chairs) and workstations screens.
- Dismantle, move medical equipment (hearing testing booth, physical assessment equipment);
- Movement of gym equipment;
- Movement of appliances (TVs, fridges, microwaves, water coolers)
- Packing of storage facilities

Supply of material:













- Boxes that are suitable for office moves are to be supplied.
- Equipment/tools (e.g. trolleys, jacks) required for the office moves to be provided.
- Supply of bubble wrap, stickers and tape.










Office moves for GEMMA Cluster

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

Do not print and send them when returning this contract

| <u>No</u> | <u>UNIQUE IDENTIFIER</u> | <u>REVISION</u> | <u>DOCUMENT TITLE</u> |
|-----------|--------------------------|-----------------|--|
| 1 | 32 - 727 | 0 | SAFETY, HEALTH, ENVIRONMENT AND QUALITY (SHEQ) POLICY 32-727 |

| | | | |
|-------------------|---------------------------|---|---|
| | | |  32-727 Feb 2014.pdf |
| 2 | 32 - 136 | 0 | CONSTRUCTION SAFETY HEALTH AND ENVIRONMENTAL MANAGEMENT  2_Construction Safety Health and En |
| 3 | 32-524 | 0 | DEVELOPING A SAFETY, HEALTH AND ENVIRONMENTAL SPECIFICATION  3_Developing a Safety, Health and Er |
| 4 | 34 - 333 | 1 | HEALTH AND SAFETY REQUIREMENTS TO BE MET BY PRINCIPAL CONTRACTORS EMPLOYED BY ESKOM DISTRIBUTION 34-333  4_Health and Safety Requirements to be n |
| 5 | 32 - 421 | 1 | ESKOM CARDINAL RULES 32-421  5_Eskom Cardinal Rules (32-421).pdf |
| 6 | CONSTRUCTION REG 3 | | NOTIFICATION OF CONSTRUCTION WORK TO DEPARTMENT OF LABOUR  6_Notification of Construction Work to |
| 7 | CONSTRUCTION REG 4 & 5 | | APPOINTMENT LETTERS FOR CLIENT REPRESENTATIVE, PRINCIPAL CONTRACTOR & CONTRACTOR  7_Appointment letters for Client repr |
| 8 & 9 | OHS ACT | 1 | WRITTEN AGREEMENT ON OHS ACT SECTION 37(2) & STANDARD CLAUSE  37 2 Jan 2014.doc |
| 10, 11 & 12 | 34 - 1063 | 0 | EXPANDED PUBLIC WORKS REPORT 34-1063.  10_34-1063 EPWP Works Instruction.pdf  11_EPWP Guidelines Second edition 2005.  Eskom EPWP report template rev 7.xlsx |
| 13 | <u>DST 34-961</u> | 0 | LEGAL APPOINTMENTS AND AUTHORIZATIONS  13_Legal Appointments and Au |

| | | | |
|----|--|--------|--|
| 14 | TPC 41-55 | | TRANSPORTING PERSONS ON BACK OF VEHICLES  14_Transporting of Passengers on the ba |
| 15 | LTIR | MASTER | LOST TIME INJURY REPORT  LTIR Master.xls |
| 16 | Contractor Performance Evaluation | MASTER |  Single Evaluator Template for Contrac |
| 17 | Supplier Contract Quality Requirements | MASTER |  QM-58 Supplier Contract Quality Req |
| 18 | Hard Hat Specifications OHS 01/12/ | MASTER |  OHS 01 12 Hard Hat Specifications.pdf |
| 19 | Identifying, Analysing, Documenting and Observing Tasks according to Criticality. | REV 1 |  DPC_34-380.pdf |
| 20 | Health & Safety Representatives inspection reports and guidelines | REV 1 |  DPC_34-228Health_ Safety_REp.pdf |
| 21 | Work at Heights Procedure | REV 1 |  32-418 Work at Height Procedure.pdf |
| 22 | SHE Requirements for the Eskom Commercial Process | REV 1 |  32-726 SHE Requirements for the |

Acknowledgement by Contractor

I/We, DO HEREBY ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE ABOVE ANNEXED DOCUMENTS FROM 1 TO 22 IN PART **C3** OF THIS CONTRACT.

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

SIGNED AT: ON THE DAY OF20.....

C3.2 AREAS OF SERVICES

This contract will cover all offices moves for areas that fall under the following zones:

1. North West: Rustenburg & Vryburg
2. North Cape: Kimberly

C3.2.1 UNIFORMS

The supplier must provide uniforms (No nylon clothing – safety) each for all its staff members as well as one pair of safety shoes (See Attached safety plan) as well as a name badge/tag.

C3.2.2 Constraints on how the *Contractor* Provides the Service

Services provider to use SANS approved material.

C3.2.3 Meetings

N/A

C3.2.4 Use of standard forms

Installation/Replacement record forms.

Service records forms to be sent to responsible persons.

C3.2.5 Invoicing and payment

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

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

- Name and address of the *Contractor*
- The contract number and title;
- Task Order number (45.....number). A Task Order shall be issued by the Employer to the Contractor prior to the commencement of any work.
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- The total of the Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed;
- Where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the Contractor has completed by the rate,
- Other amounts to be paid to the *Contractor*;
- Less amounts to be paid by or retained from the *Contractor*;
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;

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

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

Invoices to be addressed as follows: (Other areas may have different address – to be detailed at contract award)

Eskom Holdings SOC Limited.
Megawatt Park
Maxwell drive
Sunninghill

Attention: Nontombi Sechogela

C3.2.6 Records of Defined Cost

In order 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*.

C3.3 Supplier Development and Localisation (SD&L)

N/A

C3.4 Requirements for the plan/project schedule

Contractor to provide a plan/program/project schedule in PDF Format, of how each discipline in terms of furniture removal services will be provided for the different Eskom Offices.

| Item | Date by which it will be provided |
|--|-----------------------------------|
| Access to the areas that will be serviced | Commencement of service |
| Supervisor will escort personnel around premises | Commencement of service |
| Water and electricity | Commencement of service |

No work that will be undertaken without a Task Order.

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

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

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

Description [●]

Starting date [●]

Completion Date [●]

Delay damages per week [●]

Please submit your price and programme proposals below.

Signed: _____ Date _____
(for *Employer*)

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

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

Total of the Prices for this Task Order R

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

Signed: _____ Date _____

(for *Contractor*)

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

Signed: _____ Date: _____

(for *Employer*)