



NEC3 Term Service Contract (TSC3)

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

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

for **Substation Facilities and Building Maintenance,
Transmission Western Grid for 36 months**

Contents:	No of pages
Part C1 Agreements & Contract Data	[2]
Part C2 Pricing Data	[19]
Part C3 Scope of Work	[23]

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[3]
[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Employer</i>	[6]
C1.2b Contract Data provided by the <i>Contractor</i>	[17]
[to be inserted from Returnable Documents at award stage]	

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:

Substation Facilities and Building Maintenance, Transmission Western Grid

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	R
	The offered total of the amount due inclusive of VAT is ¹	Rate based
	(in words) Rate based	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

**Eskom Holdings SOC Ltd
Megawatt Park, Maxwell Drive,
Sandton, Johannesburg**

(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 _____

Eskom Holdings SOC Ltd
Megawatt Park, Maxwell Drive, Sandton,
Johannesburg

On behalf of _____
(Insert name and address of organisation)

(Insert name and address of organisation)

Name & signature of witness _____

Date _____

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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
		Z: Additional conditions of contract
	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.	+27 (0)53 830 5610
	Fax No.	+27 (0)86 667 9948
10.1	The <i>Service Manager</i> is (name):	Pulane Sereme
	Address	DSC Office Park 64 Memorial Road, Monument Heights, Kimberley, 8301
	Tel	+27 (0)53 830 5610
	Fax	+27 (0)86 667 9948
	e-mail	pulane.sereme@eskom.co.za

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

11.2(2)	The Affected Property is	Transmission Western Grid in the Northern Cape
11.2(13)	The <i>service</i> is	Substation Facilities and Building Maintenance, Transmission Western Grid in the Northern Cape Province
11.2(14)	The following matters will be included in the Risk Register	As per the task order
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	3 days excluding weekends and public holidays
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	One (1) week of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	To be announced
30.1	The <i>service period</i> is	36 months
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	between the 25th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Four (4) weeks.
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no</p>

		such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	Not applicable
9	Termination	As per terms and conditions of the NEC3 Term Service Contract April 2013[1] (TSC3)
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	Three (3) weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
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	Kimberley South Africa

	<p>The person or organisation who will choose an arbitrator</p> <ul style="list-style-type: none"> - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is 	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	
X1.1	The <i>base date</i> for indices is	The inflation rate published by Statistics SA. Rates are fixed for the first 12 months of the contract, thereafter, escalated once annually using the CPI rate from Statistics SA
X2	Changes in the law	As per terms and conditions of the NEC3 Term Service Contract April 2013[1] (TSC3)
X17	Low service damages	
X17.1	The <i>service level table</i>	Will be issued with the task order. R 700 per day.
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<p>The greater of</p> <ul style="list-style-type: none"> • the total of the Prices at the Contract Date and • the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and

		Materials), <ul style="list-style-type: none"> • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	Three (3) months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	Five (5) days of receiving the Task Order
Z	The <i>additional conditions of contract</i> 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	Per the insurance policy document

Business Interruption	
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.

Z14 Asbestos

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

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

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	5%
	The <i>subcontracted fee percentage</i> is	5%
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	
CV's (and further key person's data including CVs) are in _____.		

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

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	Rate based

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

1. How work is priced and assessed for payment

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

Identified and defined terms	11	
	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 and• where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

2. Function of the Price List

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

3. Link to the *Contractor's* plan

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

4. Preparing the *price list*

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

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

- 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.

4.1. 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*

PLEASE REFER TO THE ATTACHED BOQ

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER'S SERVICE INFORMATION

Contents

Part 3: Scope of Work	23
C3.1: Employer's service Information	24
1 Description of the service	26
1.1 Executive overview	26
1.2 <i>Employer's</i> requirements for the service	26
1.3 Interpretation and terminology	28
2 Management strategy and start up.	29
2.1 The <i>Contractor's</i> plan for the service	29
2.2 Management meetings	29
2.3 <i>Contractor's</i> management, supervision and key people	29
2.4 Documentation control	30
2.5 Invoicing and payment	30
2.6 Contract change management	31
2.7 Records of Defined Cost to be kept by the <i>Contractor</i>	31
2.8 Insurance provided by the <i>Employer</i>	31
2.9 Training workshops and technology transfer	31
2.10 Design and supply of Equipment	31
2.11 Things provided at the end of the service period for the <i>Employer's</i> use	31
2.11.1 Equipment	31
2.11.2 Information and other things	32
2.12 Management of work done by Task Order	33
3 Health and safety, the environment and quality assurance	34
3.1 Health and safety risk management	34
3.2 Environmental constraints and management	34
3.3 Quality assurance requirements	36
4 Procurement	38
4.1 People	38
4.1.1 Minimum requirements of people employed	38
4.1.2 BBBEE and preferencing scheme	38
4.2 Subcontracting	38
4.2.1 Preferred subcontractors	38
4.2.2 Subcontract documentation, and assessment of subcontract tenders	38
4.2.3 Limitations on subcontracting	38
4.2.4 Attendance on subcontractors	38
4.3 Plant and Materials	38
4.3.1 Specifications	38
4.3.2 Correction of defects	38
4.3.3 <i>Contractor's</i> procurement of Plant and Materials	39
4.3.4 Tests and inspections before delivery	39
4.3.5 Plant & Materials provided "free issue" by the <i>Employer</i>	39
4.3.6 Cataloguing requirements by the <i>Contractor</i>	39
5 Working on the Affected Property	39
5.1 <i>Employer's</i> site entry and security control, permits, and site regulations	40
5.2 People restrictions, hours of work, conduct and records	40
5.3 Health and safety facilities on the Affected Property	41
5.4 Environmental controls, fauna & flora	41
5.5 Cooperating with and obtaining acceptance of Others	41
5.6 Records of <i>Contractor's</i> Equipment	41
5.7 Equipment provided by the <i>Employer</i>	41
5.8 Site services and facilities	41
5.8.1 Provided by the <i>Employer</i>	41
5.8.2 Provided by the <i>Contractor</i>	41
5.9 Control of noise, dust, water and waste	41
5.10 Hook ups to existing works	41

5.11	Tests and inspections	41
5.11.1	Description of tests and inspections	41
5.11.2	Materials facilities and samples for tests and inspections	42
6	List of drawings	42
6.1	Drawings issued by the <i>Employer</i>	42

1 Description of the service

1.1 Executive overview

The provision of Substation Facilities and Building Maintenance for a period of 36 Months (3 years). The works amongst others consist of supervision, labour, plant, and equipment necessary to carry out maintenance services.

1.2 Employer's requirements for the service

The provision of a full Building Facilities Maintenance Services solution, including but not limited to:

Security fence lights	Repair or replace all defective lights Repair or replace defective cables and connections Earth all unearthed steel structures
Driveways / Access Roads	Repair potholes, road markings on driveways and access roads Repair /replace water pipes underneath driveways. Ensure pavements and drainage areas are clean and free of any waste material
Drainage system / Bore holes	Repair defective drainage system Repair and cleaning of sewer pipes / septic tanks Unblocking of sewer system Repair / replace borehole pumps, motors, and pipes
Fire Protection	Repair or replace identified defects on the fire hydrants system Artisan Artisan Assistance General labourer
HV Yard	Filling up of yard stones Repair or replace broken trench covers Repair or replace all defective plinths
Flood lights	Repair or replace all defective lights Repair or replace all defective cables and connections Earth all unearthed steel structures Repair or replace control circuits
Transformer Bank	Repair or rebuilt bund wall
HV Yard Fence	Repair all openings Treat all rusted areas and gates Repair or replace all steel supports
Oil dams	Repair or replace top mesh cover Pump out access water Repair fence and gates Repair leaks Repair or replace water pump Reseal joints
Battery room	Repair or replace defective doors

Clean air filters
Repair or replace all lights (including emergency lights)
Repair or replace extractor fan

SF6 Gas Cylinders Pressure test cylinders as per OHS requirement

Oil Storage Repair or rebuilt storage area bund wall
Repair Leaks contained within bunded area

Building Repair water leaks and taps, pipes, etc.
Repair or replace lights
Repair or replace toilets, taps including all plumbing fixtures
Ventilation system functional
Repair, clean and replace defective windows
Repair defective Floors and walls (tiles, carpets, etc)
Repair or replace defective doors and hinges
Repair or replace Gutters/down pipes
Repair or replace Ceilings
Repair or replace fascia boards, including painting
Repair or replace DC lights
Air conditioners functional and filters are clean
Ensure all cable trench covers in place and in good condition
Repair or replace defective geyser
Repair, reseal or replace damaged roof
Paint gutters, Eaves, fascia's, ramps, door frames, window frames, ceiling
Paint interior and exterior walls
Waterproof walls
Repair or replace damaged blinds
Deep cleaning of chairs and coaches
Repair or replace roofing including, tiles, sheeting, trusses, sundries, etc.

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		
Occupational Health and Safety Act	Act 85 of 1993	Yes
National Environmental Management Act	Act 107 of 1998	Yes
National Environmental Management : Waste Act 59 OF 2008	Act 59 of 2008	Yes
Hazardous Substances	Act 15 of 1973	Yes
Preferential Procurement Policy Framework Act		Yes
Basic Conditions of Employment Act 75/1997		Yes
Labour Relations Act 66/1995		Yes
National Road Traffic Act 93/1996		Yes
32-136: Construction Safety Health and Environment Management		
34-333: OHS Act requirements to be met by Principal Contractors employed by Eskom Distribution.		
32-93: Eskom vehicle and driver safety management procedure		
32-95: Eskom Incident / Accident management procedure		

32-421: Cardinal Rules for OHS		
DISASACA2 – Medical Surveillance		

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
ERE	Eskom Real Estate
SOW	Scope of Work
SMS	Short Message Services
SHE	Safety Health and Environment
EMP	Environmental Management Plan

2 Management strategy and start up.

2.1 The *Contractor's* plan for the service

- The *Contractor* shall provide the *Employer* with a written monthly report for each site.
- This report should state what has been done in the previous month and what programme of work is envisaged for the following month.
- With the COVID-19 pandemic in the country, the *Contractor* will comply with all government regulations including Eskom's COVID-19 compliance requirements before work can commence
- The *Contractor* will report the total number of employees and the total man-hours spent performing this service to the Employer on a monthly basis in a format as specified by the Employer from time to time;
- The *Contractor* will produce Monthly Safety reporting as specified by the *Employer*.
- The *Contractor's* employees will at all times wear uniforms which are clearly marked with the Contractor's logo;
- The *Contractor's* employees are expected to undergo police clearance and will carry identity cards as required by Eskom's security.

2.2 Management meetings

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

Regular meetings may be convened with *Contractor's* supervisor for each site, with advance notification, and chaired by the Employer, as follows:

Interval	Location	Attendance by:
Adhoc / Monthly / Quarterly	Transmission Western Grid	<i>Employer, Contractor, Agents and Others as required</i>

All meetings shall be recorded using minutes or a register prepared and circulated by the convenor of the meeting. Records of these meetings shall be submitted to the *Employer* by the person convening the meeting within five days of 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. Confirmation of contract communications during operational meetings will, however, be considered as formal acknowledgement of receipt of a contract communication.

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.

2.3 *Contractor's* management, supervision, and key people

The *Contractor's* staff will ensure that they restrict their movements on the *Employee's* premises to only those areas pointed out to them during the *Employer's* Induction Training intervention.

The *Contractor* will keep the Employer updated regarding any changes to employees which are involved in performing the service. This include providing the Employer with an up-to-date company organogram and proof of relevant training to perform the service

- The *Contractor* shall ensure that
 - carefully selected staff (hard-working, reliable, trust-worthy) are trained accordingly to each of the specialised tasks
 - all cleaning is inspected by the trained supervisor on site

- a trained replacement is placed for all staff absent to ensure all tasks are carried out.
- its staff wear the access permit issued to them, whilst on the *Employer's* premises
- its staff is at all times dressed in suitable, clean uniforms supplied by the *Contractor*. Laundry costs will be for the *Contractor's* account
- its staff at all times are orientated to good, quality customer service and present and conduct themselves in a professional manner
- a logbook per floor / building / area, indicating areas serviced, as well as a "Compliments/Complaints" report book, is maintained by the supervisor. All feedback from *Employer's* staff to be reported in this book. *Contractor* to act immediately, or within 1 hour of a complaint being reported
- its staff not run personal errands (e.g., making coffee, dishwashing, collecting food, etc.) for the *Employer's* staff
- any cleaning that involves bodily fluids (e.g., Blood) is done in a safe way so as to present any risk to any staff (*Employer* or *Contractor*). This may involve additional personal protective equipment, constant supervision, etc.
- staff working hours are set so as to meet the timelines set for certain activities. Specific working hours can be agreed upon once contract is awarded, as requirements differ between the sites
- its staff use the tea, smoke room and toilet facilities availed to the *Contractor* by the *Employer*
- its staff is fully conversant in the *Employer's* official business language, English
- Cleaning service is effective and efficient, to minimally disrupt *Employer's* staff
- The *Contractor's* staff will only be permitted on the premises with the *Employer's* security clearance.
- The *Contractor* shall be liable for damage caused by its employees to any property, fittings or equipment, moveable and immovable of the *Employer*.
- The *Contractor* shall provide staff with SANS-approved signage. No make-shift signage will be used.
- *Contractor* to post information signage "PERSON AT WORK" at entrances of ablution facilities whilst these are being cleaned. Male/Female ablution facilities shall be serviced by same-gender cleaning staff.
- The *Employer* requires at substations and depots a male general worker who is physically strong and can be used as general labour. Eskom's SHE rules will apply. The general worker will be required to undergo training in order to perform specific tasks as required.

2.4 Documentation control

The use of standard TSC3 forms, letters, templates must be used when issuing official communication. All contractual Documentation must have relevant contract number and Purchase Order Number as reference as per Eskom Holdings SOC Limited Standards. Contractual communications will be in the form of properly compiled letters, letters attached to emails, emails, NEC3 template and urgent contractor meetings can be in the form of SMS. The use of SMS's, emails does not override the use of applicable and relevant NEC3 standard templates, forms, and Eskom Holdings SOC Limited procedures.

2.5 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)

Electronic submission of invoices via e-mail:

Details on how to submit invoices and additional information:

- Ensure that the Eskom order number is clearly indicated on your invoice together with the line number on the order you are billing for.
- All Electronic invoices must be sent in PDF format only.
- Each PDF file should contain one invoice; or one debit note; or one credit note only as Eskom's SAP system does not support more than one PDF being linked into workflow at a time.
- Only one PDF file per email. (one invoice or debit note or credit note)
- Send all invoices in PDF straight from your system to an Eskom email address (see email addresses below)
- For Foreign invoices, suppliers will still be required to physically deliver hard copies of original documents to the respective documentation management centers even though you have e-mailed those invoices (Eskom is still seeking clarity from the South African Reserve Bank regarding e-invoicing for Foreign Invoices or invoices in foreign currency. Current requirements are that these manual invoices should still be submitted. You can send the invoice copy to the email addresses indicated below).
- Please ensure that you comply with the tax Requirement for submitting invoices electronically.

If there is Cost Price Adjustment (CPA) on your invoice we recommend that you issue a separate invoice for CPA so that if there are any issues on the CPA the rest of the invoice can be paid while resolving the CPA issues. Introduction of electronic invoicing does not guarantee payment but will ensure visibility of all invoices and ensure that no invoices get lost. If the goods receipt is not done the invoice will be parked and the system will automatically send an e-mail to the end user to do the goods receipt. This is also tracked by Eskom through the park invoice report. Your company can request a park invoice report from the Finance Shared Services (FSS) contact centre which can then be followed up and corrected. You are welcome to forward the details of invoices corrected to the FSS contact centre.

2.6 Contract change management

The use of standard TSC3 forms, letters, templates must be used when issuing contract change management communication.

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

The *Contractor* is expected to keep Production Sheets for inspection and auditing purposes. For Compensation Events the *Contractor* keeps and provides a copy of the invoice/quotation to the *Employer*.

2.8 Insurance provided by the *Employer*

Insurance is provided for in the contract data.

2.9 Training workshops and technology transfer

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

2.10 Design and supply of Equipment

Not applicable.

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

2.11.1 Equipment

Where Eskom purchased tools or equipment for the *Contractor's* use, these must be returned to Eskom.

2.11.2 Information and other things

A logbook per floor / building / area, indicating areas serviced, as well as a "Compliments/Complaints" report book, is maintained by the supervisor. All feedback from *Employer's* staff to be reported in this book. *Contractor* to act immediately, or within 1 hour of a complaint being reported. This book to be reported on monthly and handed in at the end of the service period.

Task Order

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The *Contractor* maintains an active accident prevention programme, and appoints a Responsible Person as required by the Occupational Health and Safety Act. The *Contractor* complies with the Construction Regulations specified under this act. The *Contractor* holds safety meetings as required by the Occupational Health and Safety Act and submits minutes to the *Service Manager* within seven days of such meetings.

The *Contractor* is to submit a risk assessment of procedures followed during all stages of construction. This is to be submitted to the Employer for assessment prior to construction. NO WORK SHALL PROCEED UNTIL THE EMPLOYER HAS REVIEWED AND ACCEPTED THE SAFETY PLAN.

The *Contractor* shall comply with the health and safety requirements contained in Annexure A (TST41-61) to this Works Information.

The Western Grid Safety and Risk Advisor:
Brandon Cupido
Eskom Bellville Building, 2nd Floor, 60 Voortrekker Road, Bellville
Tel: 021 915-9240
Fax: 021 915-9264
Cell: 082 555 4409

- NB: Window washing, and all other cleaning activities, where a cleaner is required to work in a fall risk position, shall be executed safely as per requirements in the Construction Regulations 2014, to ensure that work is performed safely.
- Health and Safety should be the *Contractor's* top priority when providing labour, cleaning materials and equipment
- The *Employer* reserves the right to request an alternative product should any product used by the *Contractor* have an adverse effect on staff's health and overall well-being
- To avoid cross-contamination, cleaners shall be trained according to a colour-coded microfiber cloth system; cloths shall be replaced at regular intervals.
- All cleaning materials used shall be environmentally-friendly and/or biodegradable
- The *Contractor* shall
 - Provide their staff with Personal Protective Equipment (PPE) as may be required to ensure safe and healthy task execution
 - Ensure all staff is equipped with all Personal Protective Equipment before work commences
 - Provide staff's PPE registers to the *Employer* at contract award stage (One month grace period)
 - NB: all PPE issued by *Contractor* shall conform to the Eskom standard (DST 34-1710 or any future version thereof).
- The *Contractor* and *Employer* shall be jointly responsible for ensuring cleaning staff receives site specific safety induction training
- SANS-approved products (including PPE) and standards of use must be adhered to
- Waste material produced by the *Contractor* is to be removed from the *Employer's* premises by the *Contractor* on the service date

3.2 Environmental constraints and management

- The *Contractor* shall have an understanding of Eskom's basic environmental principles and commitments.
- *Contractor* will be legally liable for any contraventions of Environmental Laws and claims arising from the activities of the *Contractor* shall be for the *Contractors* expense.
- The *Contractor* shall be responsible for all expenses incurred to ensure adherence to the Eskom Environmental requirements as stipulated in the Environmental documentation, EMP and method statements as stipulated above which includes but is not restricted to Environmental Law training courses, Hazardous Substance Management training courses, etc.
- The *Contractor* shall be responsible for all expenses incurred to ensure adherence to National Environmental legislation, Environmental Management Plans, licenses and permits.
- All temporary offices, storage and laydown areas to be adequately demarcated to ensure the safety of people and animals.
- The *Contractor* shall ensure all employees are trained in accordance with the Eskom training requirements as per document 240-83895653 Environmental Training, Awareness and Competence.
- In compliance to Eskom's SHEQ Policy (32-727), the *Contractor* to ensure;
 - Commitment to safety, health and environmental excellence
 - Conduct business with respect and care for people and minimise or avoid impact on the environment
 - Compliance to environmental legislation, conditions of Environmental Authorisations and requirements set out in environmental management plans
 - Acceptance that all injuries and occupational illnesses, as well as safety and environmental incidents are preventable
 - Report, respond to, investigate, close-out, and share learning from safety and environmental incidents
 - That SHEQ is an integral part of your operations and that:
 - no operating condition, or urgency of service, can justify endangering the life of anyone or cause injury or damage to the environment
 - The *Contractor* shall receive an Environmental Management Plan (EMP) and the *Contractor* must implement and manage the document – the *Contractor* must then use the EMP to develop his own site specific EMP.
- Eskom may, at any stage during the currency of this agreement, be entitled to;
 - do environmental audits at the *Contractor's* premises, its work-places and on its employees;
 - refuse any employee, sub-contractor or agent of the *Contractor* access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorized or qualified in terms of Environmental legislation or Eskom requirements;
 - issue the *Contractor* with a work stop order or a non-compliance should Eskom become aware of any non-compliance to working procedures or conditions with Environmental legislation and requirements.
 - No extension of time will be allowed as a result of any action taken by Eskom in terms of the above and the *Contractor shall* have no claim against Eskom as a result thereof. Furthermore, no amendments to the Act or the Regulations or reasonable amendment to Eskom's Safety and Operating Procedures will entitle the *Contractor* to claim any additional costs incurred in complying therewith from Eskom.
- The *Contractor* shall appoint a permanent site Environmental Officer from within the site team that will fulfil requirements as stipulated in 240-83791543. The *Contractor* site Environmental Officer shall be trained as per 240-83791543 and have an alternate.

The Western Grid Environmental Mangers:

Adrian Francis

Eskom Bellville Building, 2nd Floor, 60 Voortrekker Road, Bellville

Tel: 021 915-9279

Fax to e-mail: 08666 40 872

Cell: 084 250 2225

Keketso Mbete

DSC Building

64 Memorial Road

Monument Heights

Kimberley

3.3 Quality assurance requirements

The *Contractor* implements a quality assurance system in order to ensure compliance with the specifications. In this regard the Eskom *Supervisor* may instruct the *Contractor* to perform quality inspections prior to his own inspections, or to assist in inspections.

The *Contractor* complies in full with the requirements of the supporting specifications to this document.

QUALITY TENDER RETURNABLES:

Category 3: Quality Requirements:

SECTION A: Quality Management System Requirements ISO 9001

Objective evidence of documented QMS that is not certified but complies with ISO 9001

SECTION B: Evidence of QMS in operation (Tender Quality Requirements -Ref 240-105658000 /240-105658000)

SECTION C: Quality Control Plan Requirements (Ref QM-58 or 240-109253302)

QCP / Checklist / ITP (Quality Control Plans) as per Scope of Works (Ref I SO 10005 & 240-105658000)

SECTION D: Quality Control Plan Requirements (Ref QM-58 or 240-109253302)

QCP /Checklist/ ITP (Quality Control Plans) as per Scope of Works (Ref ISO 10005 & 240-105658000

SECTION E: User defined additional Requirements & miscellaneous (Ref 240-105658000)

Customer specific requirements & other standards and required can be listed and evaluated here

Form A – Tender and Quality Contract Requirements

QM – 58 Supplier Quality Management Specifications

3.4 SDL& I RETURNABLES

SDL&I UNDERTAKING

2.2 CIDB Skills Development

a) Is there CIDB compulsory training? Yes

If Yes, what is the % of the Construction Skills Development Goal % (CSDG) – 0.25%

If the answer above is Yes, it will then be mandatory for the supplier to match Eskom's targets at contract award.

Criteria	Eskom Target	Tenderer Commitment
Plumber	1	
Painter	1	
Electrical Technician	1	
Safety officer	1	

Section 3: SDL&I Undertaking:

Tenderers who complete and submit the undertaking as required, but who do not meet Eskom's targets, will not be disqualified. SDL&I undertakings do not form part of scoring but commitments will form part of contractual obligations

1. Jobs: Tenders are required to submit proposals for the type and number of jobs that will be created and retained as a direct result of being awarded a contract.

Number of Jobs to be created	Number of Jobs to be retained

2.B-BBEE: Tenderers will be required to maintain or improve their B-BBEE status for the duration of the project.

3. Sub- contracting

a) Minimum subcontracting requirement for this? Yes
If Yes, what is the minimum percentage? 30%

Tender Returnable if the above element is a requirement;

- Proof of a sub-contract agreement/s or letter of intent to sub contract signed by the main and potential subcontractor must be submitted.
- Sub-contractor/s B-BBEE certificate / sworn affidavit must be submitted.
- Sub-contracting agreements can only be concluded with one or more of the following entities;
- an EME or QSE which is at least 51% owned by black people;
- an EME or QSE which is at least 51% owned by black people who are youth;
- an EME or QSE which is at least 51% owned by black people who are women;
- an EME or QSE which is at least 51% owned by black people with disabilities;
- an EME or QSE which is 51% owned by black people living in rural or underdeveloped area or townships;
- a cooperative which is at least 51% owned by black people;
- a EME or QSE which is at least 51% owned by black people who are military veterans

Section 4: SDL&I Penalty and Performance Security

Eskom will apply a penalty of 2.5% of the invoice amount for failure to meet SDL&I obligations.

As security for the fulfilment of all SDL&I obligations, Eskom will apply a penalty of 2.5% of every invoice amount (excluding VAT) for failure to submit SDL&I performance reports every quarter; or failure to meet the SDL&I obligations in a contract.

Section 5: Reporting and Monitoring

- The suppliers shall on a monthly/quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- Eskom shall review the SDL&I reports submitted by the suppliers within 60 (sixty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.
- Every contract shall be accompanied by the SDL&I Implementation Schedule which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award.

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

- The *Contractor* shall ensure that
 - carefully selected staff (hard-working, reliable, trust-worthy) are trained accordingly to each of the specialised tasks
 - its staff at all times are orientated to good, quality customer service and present and conduct themselves in a professional manner
 - its staff use the tea, smoke room and toilet facilities availed to the *Contractor* by the *Employer*
 - its staff is fully conversant in the *Employer's* official business language, English

- Proof of training (not SHE-related)

- External training should have a certificate of attendance

Internal training should have signed attendance registers, and such registers should be completed in full by the course presenter

4.1.2 BBBEE and preferencing scheme

In accordance with Eskom's policies.

4.2 Subcontracting is applicable

4.2.1 Preferred subcontractors

Only specialised services are allowed to be sub-contracted for instances involving Compensation Events. The use of subcontractors is at the discretion of *Service Manager*.

4.2.2 Subcontract documentation, and assessment of subcontract tenders

In the event of a Compensation Event, the *Contractor* will identify the subcontractor to be used. The subcontractor will comply with all Eskom SHEQ requirements which must be evaluated and accepted. Safe Work Procedures must be submitted, evaluated and accepted before work can commence.

4.2.3 Limitations on subcontracting

Subcontracting is limited to Compensation Events only

4.2.4 Attendance on subcontractors

None.

4.3 Plant and Materials

4.3.1 Specifications

Specifications will comply with Eskom SHEQ requirements

4.3.2 Correction of defects

Defects as identified during assessment must be fixed within 2 weeks.

4.3.3 Contractor's procurement of Plant and Materials

The transportation of hazardous substances must be in compliance with regulations and Eskom SHEQ requirements.

4.3.4 Tests and inspections before delivery

Inspections, checklists and records are to be kept of hazardous substances as defined in the EMP, risk assessments and Eskom's SHE requirements

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

None. Unless otherwise instructed by the Employer. Details will be issued with instruction.

4.3.6 Cataloguing requirements by the Contractor

All cataloguing requirements must be in compliance with regulations and Eskom's requirements.

5 Working on the Affected Property

Transmission Western Grid substations and depots

Site Name	Site Type	Latitude and Longitude
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AGGENEIS	Substation	-29.297222S 18.804167E
ARIES	Substation	-29.494078S 20.794609E
FERRUM	Substation	-27.730834S 23.057473E
GARONA	Substation	-28.738889S 21.995833E
GROEIPUNT	Substation	29°30'42.9"S 18°16'12.8"E
GROMIS	Substation	-29.599316S 17.181329E
HYDRA	Substation	-30.714612S 24.088830E
LEWENSAAR	Substation	-28.211869S 22.595569E
NAMA	Substation	-29.631995S 17.884849E
NIEUWEHOOP	Substation	-29.149291S 21.337775E
OLIEN	Substation	-28.331757S 23.624290E
ORANJEMOND	Substation	-28.544444S 16.601389E
PAULPUTS	Substation	-28.877308S 19.565376E
UPINGTON	Substation	-28.555560S 21.183140E

The *Contractor's* staff entering the premises must sign in at Reception and must obtain a *Contractor's* permit, which must be returned to Reception at the end of the working day.

The *Employer* may hand over keys to ensure access to certain areas by cleaning staff. The *Contractor* will be required to complete a "Key Register" signing keys in and out, and hand keys back when so requested to do so by the *Employer*.

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

Work will be performed during normal Eskom working hours, this being 07h45 – 16h30. Any specific arrangements around start/end times (as long as it constitutes an eight hour working day) may be negotiated with the responsible *Employer's agent* or his/her delegate. Any work that may require working outside of the stipulated hours above must be properly motivated by the *Contractor*, and negotiated with the *Employer* in advance. Arrangements outside these times must be agreed in writing with property owners - copies and originals must be sent to the Service Manager and Eskom *Supervisor* and also made readily available on site.

It is very important that the *Contractor* keeps records of his people on Site, which the *Service Manager* or *Supervisor* have access to at any time. These records may be needed when assessing compensation events.

5.2 People restrictions, hours of work, conduct and records

Work will be performed during normal Eskom working hours, this being 07h45 – 16h30. Any specific arrangements around start/end times (as long as it constitutes an eight hour working day) may be negotiated with the responsible *Employer's agent* or his/her delegate. Any work that may require working outside of the stipulated hours above must be properly motivated by the *Contractor* and negotiated with the *Employer* in advance. Arrangements outside these times must be agreed in writing with property owners - copies and originals must be sent to the Service Manager and Eskom *Supervisor* and made readily available on site.

It is very important that the *Contractor* keeps records of his people on Site, which the *Service Manager* or *Supervisor* have access to at any time. These records may be needed when assessing compensation events.

5.3 Health and safety facilities on the Affected Property

The *Contractor* shall do their own negotiations for the erection of any camp(s) and accommodation for his personnel required to provide the works and ensure compliance with all by-laws and requirements of the relevant authorities.

5.4 Environmental controls, fauna & flora

Refer to the above-mentioned Environmental requirements and compliance to the relevant EMPs

5.5 Cooperating with and obtaining acceptance of Others

Work will be required at National Key Points. The *Contractor* is to make all the necessary prior arrangements with Security for all access requirements to the substations and depots. Failure to do this will result in access to site delays.

The *Contractor* will be held liable for delays caused where negotiated conditions for access are not met. The *contractor* will need to attend induction with respect to access.

5.6 Records of *Contractor's* Equipment

The *Contractor* to take stock of his material and equipment on a regular basis and any shortage to be reported to the Service Manager immediately.

5.7 Equipment provided by the *Employer*

None unless stated otherwise at the different sites. All equipment to be provided the Contractor

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

Ablution facilities, electricity and water will be provided by *Employer*.

5.8.2 Provided by the *Contractor*

See 5.3 above

5.9 Control of noise, dust, water and waste

Noise levels near working personnel to be kept to a minimum and negotiated with personnel.

5.10 Hook ups to existing works

None.

5.11 Tests and inspections

5.11.1 Description of tests and inspections

Once the Task order is completed the *Contractor* requests an inspection. The Eskom Supervisor or delegate does the inspection. The inspection is done with reference to the SOW and Task order. If the work is

complete then the Eskom Supervisor will sign both the SOW and Invoice. The *Contractor* will submit the signed invoice and SOW to the *Service Manager*.

If the work is incomplete, then the Supervisor or his delegate will report this to the *Service Manager*.

5.11.2 Materials facilities and samples for tests and inspections

None.

6 List of drawings

6.1 Drawings issued by the *Employer*

None.