

SUPPLY, DELIVERY, INSTALLATION, AND MAINTENANCE OF INDOOR GYM EQUIPMENT AS AND WHEN REQUIRED FOR A PERIOD OF 5 YEARS



## NEC3 Term Service Contract (TSC3)

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

and

for **Supply, delivery, installation, and maintenance of  
indoor gym equipment as and when required for a  
period of 5 years**

---

**Contents:**

**No of  
pages**

**Part C1 Agreements & Contract Data**

**Part C2 Pricing Data**

**Part C3 Scope of Work**

---

**CONTRACT NUMBER**

---

SUPPLY, DELIVERY, INSTALLATION, AND MAINTENANCE OF INDOOR GYM EQUIPMENT AS AND WHEN REQUIRED FOR A PERIOD OF 5 YEARS

**PART C1:        AGREEMENTS & CONTRACT DATA**

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

SUPPLY, DELIVERY, INSTALLATION, AND MAINTENANCE OF INDOOR GYM EQUIPMENT AS AND WHEN REQUIRED FOR A PERIOD OF 5 YEARS

## 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:

### SUPPLY, DELIVERY, INSTALLATION, AND MAINTENANCE OF INDOOR GYM EQUIPMENT

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.

NEC Option	Description	Tendered Amount
Options A	Total of the Prices exclusive of VAT is	
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	

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

Signature(s)

Name(s)  
Capacity

For the  
tenderer:

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:

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

SUPPLY, DELIVERY, INSTALLATION, AND MAINTENANCE OF INDOOR GYM EQUIPMENT AS AND WHEN REQUIRED FOR A PERIOD OF 5 YEARS

## 1.1 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**

Name &  
signature of  
witness

Date

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

SUPPLY, DELIVERY, INSTALLATION, AND MAINTENANCE OF INDOOR GYM EQUIPMENT AS AND WHEN REQUIRED FOR A PERIOD OF 5 YEARS

### 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	None	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

Name &  
signature  
of witness

Date

SUPPLY, DELIVERY, INSTALLATION, AND MAINTENANCE OF INDOOR GYM EQUIPMENT AS AND WHEN REQUIRED FOR A PERIOD OF 5 YEARS

## C1.2 TSC3 Contract Data

### Part one - Data provided by the *Employer*

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		<b>A: Priced contract with price list</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	
		<b>X1: Price adjustment for inflation</b>
		<b>X2: Changes in the law</b>
		<b>X18: Limitation of liability</b>
		<b>X19: Task Order</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract April 2013 <sup>2</sup> (TSC3)	
10.1	The <i>Employer</i> is (name):	<b>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</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
10.1	The <i>Service Manager</i> is (name):	
	Address	
	Tel	
	e-mail	
11.2(2)	The Affected Property is	<b>Megawatt Park, Eskom Academy of Learning, and Eskom Research and Innovation Centre</b>
11.2(13)	The <i>service</i> is	<b>Supply, delivery, installation, and maintenance of indoor gym equipment</b>
11.2(14)	The following matters will be included in the Risk Register	<b>A risk register will be completed at each service interval and the Service Manager and the Contractor will identify all possible risks</b>
11.2(15)	The Service Information is in	<b>Part 3: Scope of Work and all documents and</b>

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 [www.ecs.co.za](http://www.ecs.co.za)

SUPPLY, DELIVERY, INSTALLATION, AND MAINTENANCE OF INDOOR GYM EQUIPMENT AS AND WHEN REQUIRED FOR A PERIOD OF 5 YEARS

		drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>3 working days</b>
<b>2</b>	<b>The Contractor's main responsibilities</b>	<b>Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data</b>
21.1	The Contractor submits a first plan for acceptance within	<b>N/A</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>01 October 2025</b>
30.1	The <i>service period</i> is	<b>60 months</b>
<b>4</b>	<b>Testing and defects</b>	<b>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</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>between the 20th day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>30 days after the invoice</b>
51.4	The <i>interest rate</i> is	<b>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</b>
<b>6</b>	<b>Compensation events</b>	<b>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</b>
<b>7</b>	<b>Use of Equipment Plant and Materials</b>	<b>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</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<b>None</b>
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	<b>as stated for "Format TSC3" available on <a href="http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_">http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_</a></b>

SUPPLY, DELIVERY, INSTALLATION, AND MAINTENANCE OF INDOOR GYM EQUIPMENT AS AND WHEN REQUIRED FOR A PERIOD OF 5 YEARS

		<i>From_1_April_2014_To_31_March_2015.aspx</i> <b>(See Annexure A for basic guidance).</b>
83.1	The <i>Employer</i> provides these additional insurances	<b>as stated for “Format TSC3” available on <a href="http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> (See Annexure A for basic guidance)</b>
83.1	The <i>Contractor</i> provides these additional insurances:	<b>[•]</b>
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	<b>the amount of the deductibles relevant to the event described in the “Format TSC3” insurance policy available on <a href="http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a></b>
83.1	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	<b>[•]</b>
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	<b>whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.</b>
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands).</b>
<b>9</b>	<b>Termination</b>	<b>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.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	<b>4 weeks.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i>	<b>the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of</b>



SUPPLY, DELIVERY, INSTALLATION, AND MAINTENANCE OF INDOOR GYM EQUIPMENT AS AND WHEN REQUIRED FOR A PERIOD OF 5 YEARS

		Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). 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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.		
W1.4(2)	The <i>tribunal</i> is:	arbitration		
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.		
	The place where arbitration is to be held is	South Africa		
	The person or organisation who will choose an arbitrator	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
	- if the Parties cannot agree a choice or			
	- if the arbitration procedure does not state who selects an arbitrator, is			
12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is			
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0.85	CPI (Table D-2)	SEIFSA
		0.15	non-adjustable	
		1.00		
	Prices a fixed for a period of one year from the base date, price adjustment will be once a year on the anniversary of the base date. The first price increase will be in August 2020 using indices for the month of July.			
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X17	Low service damages			
X17.1	The <i>service level table</i> is in	Not applicable		
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>	the amount of the deductibles relevant to the		

SUPPLY, DELIVERY, INSTALLATION, AND MAINTENANCE OF INDOOR GYM EQUIPMENT AS AND WHEN REQUIRED FOR A PERIOD OF 5 YEARS

	liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	<b>event described in the "Format TSC3" insurance policy available on</b> <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a>
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<b>The greater of</b> <ul style="list-style-type: none"> <li>• the total of the Prices at the Contract Date and</li> <li>• the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works / maintenance policies available on <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a></li> </ul>
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	<b>the total of the Prices other than for the additional excluded matters.</b>  <b>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b>  <b>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</b> <ul style="list-style-type: none"> <li>• Defects due to his design, plan and specification,</li> <li>• Defects due to manufacture and fabrication outside the Affected Property,</li> <li>• loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</li> <li>• death of or injury to a person and</li> <li>• infringement of an intellectual property right.</li> </ul>
X18.5	The <i>end of liability date</i> is	N/A
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>2 days of receiving the Task Order</b>
<b>Z</b>	<b>The <i>additional conditions of contract</i> are</b>	<b>Z1 to Z11 always apply.</b>

## **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*.

SUPPLY, DELIVERY, INSTALLATION, AND MAINTENANCE OF INDOOR GYM EQUIPMENT AS AND WHEN REQUIRED FOR A PERIOD OF 5 YEARS

- 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

SUPPLY, DELIVERY, INSTALLATION, AND MAINTENANCE OF INDOOR GYM EQUIPMENT AS AND WHEN REQUIRED FOR A PERIOD OF 5 YEARS

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.

SUPPLY, DELIVERY, INSTALLATION, AND MAINTENANCE OF INDOOR GYM EQUIPMENT AS AND WHEN REQUIRED FOR A PERIOD OF 5 YEARS

## **Z8            Notifying compensation events**

Z8.1 Delete the last paragraph of core clause 61.3 and replace with:

If the *Contractor* does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.

## **Z9            Employer's limitation of liability**

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

Z9.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

## **Z10          Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":**

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

## **Z11          Ethics**

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

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

SUPPLY, DELIVERY, INSTALLATION, AND MAINTENANCE OF INDOOR GYM EQUIPMENT AS AND WHEN REQUIRED FOR A PERIOD OF 5 YEARS

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

SUPPLY, DELIVERY, INSTALLATION, AND MAINTENANCE OF INDOOR GYM EQUIPMENT AS AND WHEN REQUIRED FOR A PERIOD OF 5 YEARS

## Annexure A: Insurance provided by the Employer

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

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

[http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS\\_Policies\\_  
From\\_1\\_April\\_2014\\_To\\_31\\_March\\_2015.aspx](http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx)

SUPPLY, DELIVERY, INSTALLATION, AND MAINTENANCE OF INDOOR GYM EQUIPMENT AS AND WHEN REQUIRED FOR A PERIOD OF 5 YEARS

## C1.2 Contract Data

### Part two - Data provided by the Contractor

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



SUPPLY, DELIVERY, INSTALLATION, AND MAINTENANCE OF INDOOR GYM EQUIPMENT AS AND WHEN REQUIRED FOR A PERIOD OF 5 YEARS

**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>	1

## C2.1 Pricing assumptions: Option A

### How work is priced and assessed for payment

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

<b>Identified and defined terms</b>	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"> <li>the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and</li> <li>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.</li> </ul>
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

### Function of the Price List

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

### Link to the *Contractor's* plan

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

### Preparing the *price list*

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

SUPPLY, DELIVERY, INSTALLATION, AND MAINTENANCE OF INDOOR GYM EQUIPMENT AS AND WHEN REQUIRED FOR A PERIOD OF 5 YEARS

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

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

### **Format of the *price list***

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

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

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

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

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

## C2.2 the *price list*

Refer to the attached BOQ

### Part 3: SCOPE OF WORK

#### C3.1: EMPLOYER'S SERVICE INFORMATION

Document reference	Title	No of pages
	This cover page	
C3.1	<i>Employer's service information</i>	

	Total number of pages	

## 1 Executive overview

The Eskom Real Estate requires a qualified and experienced Supplier to supply, delivery and install and maintain the indoor gym equipment at Megawatt Park, Eskom Academy of Learning, and Eskom Research and Innovation Centre.

### 1.1 Employer's requirements for the service

The Service includes as a minimum the following scope:

- a. The *Supplier* will be required to supply, deliver, install, and maintain the following indoor gym equipment for a period of 5 years.

Item Description	Qty	Specification
Spin bike	6	Dimensions: 113.8 x 589 x 114 mm Max user weight: 160 kg Screen type: built-in console is powered by your movement Heart Rate Monitoring: ANT+ Bluetooth Flywheel: Yes -15.5 kg Drive system: 6 ribs Poly-V® Belt with Kevlar® cords Resistance System: Magnetic: 6 permanent magnets in neodymium Pedals: Dual-sided SPD® - Cage Power meter tolerance: +/- 2%

Top Arm Bike	6	Max Resistance:1000 Watts Max User Weight: 180kg Dimensions: 1550 x 709 x 1491 mm Screen type: Minimum 16-inch Touch Screen Heart Rate Monitoring: Yes Outdoor training simulation: Yes Connectivity: Wifi, Bluetooth Accessories Seat: With Backrest
Cycle bike	6	Max Resistance: 600 Watts Dimensions: 1140 x 600 x 1360 mm Screen type: Minimum 16-inch Touch Screen Heart Rate Monitoring: Yes Outdoor training simulation: Yes Goal-oriented Routines: Yes Connectivity: Wifi, Bluetooth
Recline bike	6	Max Resistance: 600 Watts Max User Weight: 220kg Dimensions: 1640 x 600 x 1320 mm Screen type: Minimum 16-inch Touch Screen Heart Rate Monitoring: Yes Outdoor training simulation: Yes Goal-oriented Routines: Yes Connectivity: Wifi, Bluetooth
Stepper machine	4	Max User Weight: 180 kg Speed range: 24 - 165 SPM Dimensions: 1300 x 770 x 1900 mm Screen type: Minimum 16-inch Touch Screen Outdoor training simulation: Yes Heart Rate Monitoring: Yes Goal-oriented Routines: Yes Connectivity: Wifi, Bluetooth
Elliptical	6	Max Resistance:600 Watts Max User Weight: 180 kg Dimensions: 2180 x 700 x 1685 mm Screen type: Minimum 16-inch Touch Screen Heart Rate Monitoring: Yes Outdoor training simulation: Yes Goal-oriented Routines: Yes Connectivity: Wifi, Bluetooth
Treadmill	8	Max User Weight: 220kg Speed range: 0.8 - 22 km/h Incline range: 0 - 15% Dimensions: 1740 x 910 x 1580 mm Running Surface: 1570 x 520 mm Screen type: Minimum 19-inch Touch Screen Heart Rate Monitoring: Yes Outdoor training simulation: Yes Goal-oriented Routines: Yes Connectivity: Wifi, Bluetooth
Smart bike	4	Max Resistance: 1500 W (accuracy +/- 1%)

		Max User Weight: 160 kg Incline range: -3/+15% Dimensions: 1545 x 642 x 1420 mm Screen type: Minimum 22-inch Touch Screen Outdoor training simulation: Yes Connectivity: Wifi, Bluetooth Drive system: Two-stage transmission: timing belt + Poly-V belt Pedals: Dual-sided SPD® pedals + cages Virtual Gear Shift: MTB, Road Bike, Gravel and Crono Riding design adjustments: 2 for saddle, 1 for handlebar
--	--	--

- b. The Supplier must offer a 60-months warranty on all items.
- c. The gym equipment will be quality checked on receipt. If not according to specifications, the items will be rejected and returned to the supplier.
- d. The gym equipment shall be adequately protected against damage during transportation and storage. Packing is done in such a way, and be of a suitable size, as to allow transportation by road.

## 1.2 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
ISO	International Standard Organisation
OEM	Original Equipment Manufacturer
OHSA	Occupational Health and Safety Act

## 2 Management strategy and start up

### 2.1 The Contractor's plan for the service

N/A

### 2.2 Management meetings

Regular meetings of a general nature may be convened between the Contractor and the Employer as follows:

Title and purpose	Approximate time & interval	Location
Risk register and compensation events	Monthly	Megawatt Park
Safety meeting	Monthly	Megawatt Park
Assessment meetings	Monthly	Megawatt Park

- a. Meetings of a specialist nature may be convened at ad-hoc times and locations to suit both Parties.
- b. All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for 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.

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

### **2.3.1 The key persons**

- a. The Contractor must submit an organogram for the construction activity showing lines of authority/communication.
- b. The Contractor shall provide sufficient qualified personnel to ensure the Works under this contract be carried out safely.
- c. The Contractor must be knowledgeable about the conditions and scope of work contained in this contract and capable of executing the scope of work.
- d. The Services Manager may, having stated reasons, instruct the Contractor to remove a key person. The Contractor then arranges that, after one day, the key person has no further connection with the work included in this contract.
- e. The Contractor may not replace any of the key persons, without prior written request and approval thereof from the Employers Representative.

### **2.3.2 Site Establishment**

There is no site establishment fee applicable to this Contract.

## **2.4 Provision of bonds and guarantees**

N/A

## **2.5 Documentation control**

All contractual communications will be in the form of properly compiled letters or forms attached to e-mails and not as a message in the e mail itself: all of which will be copied to the Service Manager.

## **2.6 Invoicing and payment**

The Contractor will submit his application for payment as per the NEC Payment Certificate format with supporting Bill of Quantities on the assessment day. The Contract Number must be clearly visible on the NEC Payment Certificate. The Employer will assess Payment certificates on actual work completed. Any possible issues regarding the application for payment will be addressed by the Employer to the Contractor. On acceptance of the Payment Certificate by the Employer, the Contractor submits his invoice as agreed upon with the Employer. Payment will take place as per the NEC Conditions of Contract.

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

The Contractor includes the following information on each tax invoice:

- Name and address of the Contractor
- The contract number, Task Order number and title;
- Contractor's VAT registration number;
- The Employer's VAT registration number 4740101508;
- The total Price for Work Done to Date which the Contractor has completed;
- Other amounts to be paid to the Contractor;
- Less amounts to be paid by or retained from the Contractor

Electronic invoice submission is part of the Employer's requirements, and the Contractor must adhere to the requirements of Eskom shared services [invoiceseskomlocal@eskom.co.za](mailto:invoiceseskomlocal@eskom.co.za) .

## **2.7 Contract change management**



The Employer may instruct changes to the scope at any time, each instruction shall set out the change and the date on which it becomes effective; and must be issued to the Contractor in writing to be valid.

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

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.

## **2.9 Insurance provided by the Employer**

Insurance shall be managed in accordance with Core Clause 8 and the Contract Data of the NEC Term Service Contract. The Employer shall provide and maintain the insurances for which it is responsible, as stated in the Contract Data, for the duration of the contract.

## **2.10 Training workshops and technology transfer**

The Contractor shall provide comprehensive training to end users on the operation, maintenance, and safety of the equipment prior to or at the conclusion of the contract, ensuring that users are fully competent in its use before handover.

## **2.11 Design and supply of Equipment**

N/A

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

### **2.12.1 Equipment**

N/A

### **2.12.2 Information and other things**

Service information, training manuals and recommended spart parts.

## **2.13 Management of work done by Task Order**

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

# **3 Health and safety, the environment and quality assurance**

## **3.1 Health and safety risk management**

The Contractor shall comply with the health and safety requirements contained in the SHE specification.

## **3.2 Environmental constraints and management**

The Contractor shall comply with the environmental criteria and constraints stated in in the SHE specification.

## **3.3 Quality assurance requirements**

The Contractor shall execute the Works in accordance with Eskom's Quality requirements set out in QM 58 document: Supplier Contract Quality Requirements Specification.

# **4 Procurement**

Subcontractors must meet the statutory requirements related to their field of expertise and comply with the required regulatory accreditations.

## **4.1 People**

### **4.1.1 Minimum requirements of people employed**

All Contractors personnel will be subject to access control conditions as per Eskom requirements. All workers employed on site must comply with Eskom's health and safety standards. Workers will not be allowed to be transported on the back of vans or bakkies. Workers must be restricted to the area of activity near the construction and not allowed to wonder about.

#### 4.1.2 BBBEE and preferencing scheme

N/A

#### 4.1.3 Accelerated Shared Growth Initiative – South Africa (ASGI-SA)

##### 4.1.3.1 Local Procurement Content

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

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

Local Procurement Content	Eskom target	Tenderer Proposal
	90%	

##### 4.1.3.2 Skills Development

Tenderers are required to submit proposals of the skill types / occupations to be upskilled for this transaction. The candidates selected for skills development shall be currently unemployed graduates from university schools and technical, vocational, education and training (TVET) campuses of South Africa. Candidates shall be from all provinces in the country, and their composition shall be a representative of the population demographics of South Africa.

Skill type / Occupation	Eskom target of people to be trained	Proposed Number of Candidates
Technician	2	

The process of developing these skills shall involve the participation by tenderers directly and through their supply network. In certain cases, the SETA's accredited training providers can be approached to participate in developing critical and scarce skills.

## 4.2 Subcontracting

### 4.2.1. Preferred subcontractors

The Contractor will need to notify Eskom in the event of any Sub-contractor being used and must provide Eskom with a list of all sub-contractors on the project. Subcontractors cannot subcontract work to another subcontractor. The proposed sub-contractor is subject to Eskom approval for the use of that subcontractor. The Subcontractor must be familiar with the required work and should submit references and CV's of experience and must have the necessary statutory accreditations. The Contractor must provide Eskom with the Health and Safety plans of all the sub-contractors on the project, before commencing the project.

The Contractor would be required to coordinate its activity with other subcontractors who would be directly employed by Eskom for parts of the work not included in the scope of work. The Employer will advise of these at the Task Order stage.

### 4.2.2. Subcontract documentation, and assessment of subcontract tenders

The Contractor would need to use the NEC subcontractor agreements. All subcontractor quotations for which provisional sums or budgets have been allowed, must first be approved by the Employer or his

representative with documentary proof. This must be done well in advance of the planned scheduling of the work.

#### **4.2.3. Limitations on subcontracting**

The Contractor would need to co-ordinate the activities of Eskom's direct subcontractors into the contract works to achieve the completion date.

#### **4.2.4. Attendance on subcontractors**

The Contractor would need to attend to the activities of all subcontractors including direct subcontractors. The Main Contractor is responsible for all the Works.

### **4.3 Plant and Materials**

#### **4.3.1 Specifications**

N/A

#### **4.3.2 Correction of defects**

Defective Plant and Materials must be corrected as per the conditions of the contract.

#### **4.3.3 Contractor's procurement of Plant and Materials**

N/A

#### **4.3.4 Tests and inspections before delivery**

Plant and Materials are to be inspected and tested before delivery.

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

All Plant and Materials are to be provided by the Contractor.

#### **4.3.6 Cataloguing requirements by the Contractor**

N/A

### **5 Contractor's procurement of Plant and Materials**

#### **5.1.1 Plant & Materials provided "free issue" by the Employer**

N/A

## **6 Working at the Affected Property**

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

All Contractors personnel will be subject to Eskom security requirements regarding access to the site.

### **6.2 People restrictions, hours of work, conduct and records**

Working after normal working hours and on weekends will require special permission. The Employer must be given adequate notice if this is planned.

### **6.3 Health and safety facilities on the Affected Property**

The Contractor is required to (where applicable) undergo departmental safety induction programme for every building (site) where the service will be rendered.

### **6.4 Environmental controls, fauna & flora**

The Contractor will ensure that all fauna and flora is preserved and protected during his activity on site. All such fauna and flora will be reinstated after completion of the work. All waste will be disposed at registered waste disposal sites, with documentary proof of this.

## **6.5 Cooperating with and obtaining acceptance of Others**

The contractor must ensure that his work is carried out in a manner that causes least disruption and inconvenience to other residents. Noise levels should be minimised and safe working conditions must be maintained at all times.

## **6.6 Records of Contractor's Equipment**

The Contractor is responsible for maintaining the asset register equipment on site and shall be audited by the Employer from time to time.

## **6.7 Equipment provided by the Employer**

N/A

## **6.8 Site services and facilities**

### **6.8.1 Provided by the Employer**

The Employer will, at his expense, arrange for, develop, and maintain the various facilities and services at or near the Site, as applicable. The services and facilities provided by the Employer are listed below:

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

### **6.8.2 Provided by the Contractor**

The Contractor shall provide everything else necessary for providing the Works.

## **6.9 Control of noise, dust, water and waste**

The contractor reinstates any damaged services immediately and is liable for penalties applicable to the damages of such services. The contractor will be required to mitigate the effect of noise and dust to areas occupied by other. Waste will be removed from the site to a registered dumping site and not allowed to accumulate.

## **6.10 Hook ups to existing works**

The performance of the Works which affects the Employer's operations, or the systems of Other Contractors shall be scheduled to be performed only at times approved by the Employer. The procedure for carrying out work which of necessity interrupts the Employer's operations, or the systems of Other Contractors, or imposes abnormal operating conditions on their systems, is subject to approval of the Employer.

## **6.11 Tests and inspections**

### **6.11.1 Description of tests and inspections**

The Contractor is responsible for providing quality inspections as per the scope requirements and rectifies all defects within agreed time period. The Contractor shall supply the end of job documentation associated with the services. The end of job documentation consists of the signed off (where applicable) completion forms of acceptance by the Employer.

### **6.11.2 Materials facilities and samples for tests and inspections**

The Contractor is made aware that samples are to be provided for equipment and other materials for approval by the PM, to ensure compliance with Eskom specifications.

7 List of specifications

1	Eskom	Procedure	QM-58	Supplier Contract Quality Requirements Specification
2	Eskom	Policy	32-727	Safety, Health, Environmental and Quality Policy