



NEC3 Term Service Contract (TSC3)

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

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

for PROVISION OF SUPERVISION, LABOUR, EQUIPMENT AND
MATERIAL REQUIRED FOR GENERAL BUILDING
MAINTENANCE SERVICES FOR TRANSMISSION SUBSTATIONS
AND COMMERCIAL BUILDINGS FOR EASTERN GRID
(KWAZULU NATAL)

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CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

Offer

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

PROVISION OF SUPERVISION, LABOUR, EQUIPMENT AND MATERIAL REQUIRED FOR GENERAL BUILDING MAINTENANCE SERVICES FOR TRANSMISSION SUBSTATIONS AND COMMERCIAL BUILDINGS FOR EASTERN GRID (KWAZULU NATAL)

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 Only
	Sub total	Rate Only
	Value Added Tax @ 15% is	Rate Only
	The offered total of the amount due inclusive of VAT is ¹	Rate Only
	(in words) [●]	

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as

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*.

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

(Insert name and address of
organisation)

Date

Tenderer's CIDB registration number:

Acceptance

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

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part C2 Pricing Data

Part C3 Scope of Work: Service Information

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name & signature of witness Date

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

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

Note:

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

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

--	--	--

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

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

For the tenderer:

For the Employer

Signature

.....

.....

Name

.....

.....

Capacity

.....

.....

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

.....

(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:	
	dispute resolution Option	A: Priced contract with price list
	and secondary Options	W1: Dispute resolution procedure
		X1: Price adjustment for inflation
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order

Z: Additional conditions of contract

of the NEC3 Term Service Contract April
 2013² (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.	TBC
10.1	The <i>Service Manager</i> is (name):	TBC
	Address	TBC
	Tel	TBC
	e-mail	[TBC
11.2(2)	The Affected Property is	Multiple Properties in KwaZulu Natal
11.2(13)	The <i>service</i> is	Provision Of Supervision, Labour, Equipment and Material Required For General Building Maintenance Services In Transmission Eastern Grid, KwaZulu Natal
11.2(14)	The following matters will be included in the Risk Register	None
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	5 days

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

2 The Contractor's main responsibilities Data required by this section of the core clauses is also provided by the *Contractor* in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data

21.1	The <i>Contractor</i> submits a first plan for acceptance within	1 week of the Contract Date
------	------------------------------------------------------------------	------------------------------------

3 Time

30.1	The <i>starting date</i> is.	TBC
30.1	The <i>service period</i> is	60 Months

4 Testing and defects Work to be inspected at completion and defects to be corrected within two weeks after completion

5 Payment

50.1	The <i>assessment interval</i> is	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	4 weeks.

51.4 The *interest rate* is the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands

6 Compensation events Will be dealt with in line with clause 60 to 64 (what constitutes a compensation event) and X19.10

7 Use of Equipment Plant and Materials Equipment and materials will be provided by the Contractor

8 Risks and insurance

80.1	These are additional <i>Employer's</i> risks	None
9	Termination	A termination process provided in Sub-clause 90.2 of the NEC document sets out the rights of the terminating Party, Employer or Contractor for the various reasons given; the procedure to be followed; and the amount due after termination if there is any.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	4 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).
	Address	TBC
	Tel No.	TBC
	e-mail	TBC
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	{Durban} - South Africa
	The person or organisation who will choose an arbitrator	
	<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	A month prior tender closing.		
		CPA will become effective after 16 months from base date.		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
	<i>Contractor to propose elements and proportioning thereof.</i>			
	<i>If Contractor fails to make a proposal, the prices will be deemed fixed and firm for the duration of the contract.</i>			
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.15	non-adjustable	
		1.00		

X17	Low service damages	5% of the total task order issued
X17.1	The <i>service level table</i> is in	Annexure B in the Service Information
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,

X18.5	The <i>end of liability date</i> is	<ul style="list-style-type: none"> • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right. <p>6 months after the end of the <i>service period</i>.</p>
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	2 days of receiving the Task Order
Z	The <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.

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.	

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

Fax No.

11.2(8) The *direct fee percentage* is %

The *subcontracted fee percentage* is %

11.2(14) The following matters will be included in the Risk Register

11.2(15) The Service Information for the Contractor's plan is in:

21.1 The plan identified in the Contract Data is contained in:

24.1 The key people are:

1 Name:

Job:

Responsibilities:

Qualifications:

Experience:

2 Name:

Job

Responsibilities:

Qualifications:

Experience:

CV's (and further key person's data including CVs) are in .

A	Priced contract with price list
11.2(12)	The <i>price list</i> is in
11.2(19)	The tendered total of the Prices is R

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

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

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

As per attached BOQ.

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's Service Information</i>	28
C3.2	<i>Contractor's Service Information</i>	

ESKOM HOLDINGS SOC Ltd

CONTRACT NUMBER _____

PROVISION OF SUPERVISION, LABOUR, EQUIPMENT AND MATERIAL REQUIRED FOR GENERAL BUILDING MAINTENANCE SERVICES FOR TRANSMISSION SUBSTATIONS AND COMMERCIAL BUILDINGS FOR EASTERN GRID (KWAZULU NATAL)

		Total number of pages

C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

This is a general building maintenance service, goods and material supply contract and will render a service to the Transmission Real Estate property portfolio in the Eastern Grid (consisting of substation buildings, regional office and Customer Load Network (CLNs) within the Kwa-Zulu Natal Province for a period of 60 months on an as and when required basis.

This will include provision of labour, supervision and management, staff uniform/PPE, equipment and its maintenance, transport and services such as carpentry, plumbing, painting etc during the critical operation of Eskom Transmission Services. This document outlines the roles and responsibilities, what the scope of work will entail as well as the technical evaluation criteria to be used during tender evaluations.

The following scope of work applies to this contract:

AREAS	ACTIVITIES
Outer fence/Gates	Repair or replace all openings in the fence
	Treat all rusted areas (fence and gates)
	Repair and replace steel supports where applicable
	Earth all unearthed structures
	Repair or replace identified defects on gates
Access control	Repair or replace defective motor sliding gate for free movement over wheels & Roller bearings
	Repair or replace broken Hinges, magnetic switches, magnetic lock, Rollers, wheels , Hinges and chains, limit switches, ect
	Repair or replace the motor & Gearbox mechanisms limit switches defective cables, straps/connections
	Repair or replace emergency cranks and drives
	Repair or replace infrared safety beams
	Repair or replace motors, drives and belts
	Replace and repair security guard houses
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/Plumbing	Repair defective drainage system
	Repair and cleaning of sewer pipes / septic tanks
	Unblocking of sewer system
	Repair / replace borehole pumps, motors and pipes
	Pressure jetting – ad hoc maintenance
	Attend/repairs to burst pipes, blocked toilets, Sewer line faults, faulty tap repairs iro replacement call outs
	Water connection to Hydro boils water tanks, sewer systems and buildings
	Supply and install of appliance including (water purifiers, hydro boil etc). Grease or replace gullies
	Repairing of burst and leaking pipes
	Install or replace toilets urinals, lavatories, bathtubs, showers, sinks, mixing valves, troughs and faucets.
	Removal of appliances, plumbing fixtures, waste and vent piping and permanent capping of water, drains, vent piping after appliance's, pipping system or fixture removal.
	Annual testing of boreholes and water pump maintenance/ replacement
	Water tank repair and replacement
	Installation of water storage tanks. Disposal of building rubble or waster material/items. Fat trap sucking, cleaning, and waste disposal (Including disposal certificate)
Fire Protection	Repair or replace identified defects on the fire hydrants system
	INSPECT detectors, equipment or other items having a defined service life and report where the service life is exceeded or will be exceeded before the next scheduled service.
HV Yard	Filling up of yard stones
	Paving work: repairs/replace
	Repair or replace broken trench covers

	Repair or replace all defective plinths
	Ground stabilisation
	Construction of ramps
Transformer Bank	Repair or rebuilt bund wall
	Manufacture, supply, install steel platforms for auxiliary transformers as per Eskom Drawing
	Construct concrete steps on site for high bund walls
HV Yard Fence	Repair all openings
	Treat all rusted areas and gates
	Repair or replace single or double entrance gates
	Repair or replace sections of fencing which have been damaged due to vandalism or natural causes
	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
Oil Storage	Repair or rebuilt storage area bund wall
	Repair Leaks contained within bunded area
Building	Repair water leaks and taps, pipes, replace and clean curbing, clean and maintain stormwater pits and pipping.
	Repair or replace toilets
	Ventilation system functionality
	Breaking down and removing of brickwork, reinforced concrete including cutting off and removing reinforcement.

	Breaking out and form opening through brick wall for windows including necessary precast or concrete lintels, making good plaster or facings on one or both sides, into reveals.
	Taking out and moving doors, windows, including threshold and sills from brickwork to remain (built up or altering openings elsewhere measured)
	Repair, clean and replace defective windows
	Repair defective Floors and walls (tiles, carpets, ect)
	Repair or replace defective doors handles and hinges
	Repair or replace Gutters/down pipes
	Repair or replace Ceilings boards and cornia
	Repair or replace fascia boards
	Repair or replace DC lights
	Air conditioners functional and filters are clean
	Ensure all cable trench covers in place and in good condition
	Fixing existing roof covering complete with ridge and hip capping, fittings, flashing (elsewhere measured) with pitch not exceeding 50 degrees.
	Repair or replace defective geyser
	Repair, reseal or replace damaged roof
	Paint gutters, Eaves, fascias, ramps, door frames, window frames, ceiling
	Paint interior and exterior walls
	Cleaning of gutters and clean existing roof covering using high pressure water cleaning system and steel brushes removing all loose paint, sprawl and deleterious matter.
	Waterproof walls
	Repair or replace damaged blinds
	Deep cleaning of chairs and couches
	Wall tiling and glazing
	Replace broken/damaged roof tiles/sheeting
	Repair to cracks in existing plaster
	Replacement/repairs to existing structural steelworks
	Building waste/ rubbles removal/disposal in accordance to the legal bylaws

	Wooden furniture repairs
	Moving of furniture and redundant items
	General labour work/activities
	Installing cabinets, shelving, fitted furniture, dry wall and insulation.
	Signage
	Unblocking of drain pumps including manholes
	Issue COC as per plumbing regulations
	Provision/refill of first aid boxes

Waterproofing

- Clean and prepare surfaces for application of sealants or other waterproofing material.
- Inspect roofs and other structures to identify leaks or damages that may require repair before applying waterproofing product.
- Inspect the material after installation to ensure that it was applied correctly.
- Clean up spills or other accidents that may occur during application process.
- Inspect the condition of existing waterproofing to determine when they need to be replaced.
- Apply liners to walls or floors to prevent water damage from seeping into areas where it is not desired such as inside walls cavities or underneath floors.

SCAFFOLDING

- Erection and dismantling for all types of scaffolds higher than 2 meters. Scaffolding shall be erected, altered or dismantled under the supervision of a competent person who has been appointed in writing for this purpose.
- No scaffolding and platforms will be used without it having been safety cleared and the required documentation completed as per SANS 10085-1:2004 or recent version.
- Scaffolding for use of internal and external building, contractor to also note the some building exceed 6m high.

FAS

Contractor to refer to Eskom standard no: 240-100979499 (attached as part of tender documents) for Fall Arrest System and working at heights specifications and safety requirements.

The Contractor will ensure that any damages made during the execution of their activities will be repaired (Contractor's cost) to the satisfaction of the Employer and that the Employer will not suffer adverse inconvenience in utilising parts of the complex during the project execution

OTHER SERVICES:

Supply, transporting and delivery to site of water and diesel as and when required.

Moving and transporting timber products as and when required.

The scope of work shall apply to the following sites:

CLN	Site Name	Address	Purpose
Empangeni	Empangeni Depot	2 Bronze Street, Empangeni	Depo
Empangeni	Impala Substation Armed NKP	-28 45.952 31 56.803	Sub Station
Empangeni	Athene Substation Armed NKP	-28 45.483 31 55.633	Sub Station
Empangeni	Invubu Substation	-28 41.304 32 2.19	Sub Station
Empangeni	Rabbit substation		Sub Station
Ladysmith	Danskraal Depot	-28 33.917 29 50.083	Depo
Ladysmith	Bloukrans Substation	-28 45.6 29 51.1	Sub Station
Ladysmith	Danskraal Substation	-28 33.917 29 50.083	Sub Station
Ladysmith	Tugela Substation	-28 34.8 29 19.3	Sub Station
Ladysmith	Venus Substation	-28 56.28 29 50.744	Sub Station
Ladysmith	Drakensberg substation		Substation
Ladysmith	Ingula Substation	-	Sub Station
Pinetown	Pinetown Depot	26 Henwood road	Depo
Pinetown	Georgedale Substation	-29 46.967 30 36.833	Sub Station
Pinetown	Mersey Substation	-29 23.583 30 28.667	Sub Station
Pinetown	Ariadne Substation	-29 43.741 30 23.422	Sub Station
Pinetown	Eros Substation	-30 36.358 29 54.282	Sub Station
Pinetown	Avon Substation	-29 25.039 31 9.662	Sub Station
Pinetown	Illovo Substation	-30 4.5 30 50	Sub Station
Pinetown	Hector Substation	-29 46.711 30 39.66	Sub Station

Pinetown	Westville Area Office	1 Langford road, Westville	Offices
Newcastle	Newcastle Depot		Depo
Newcastle	Incandu Substation	-27 43.167 29 58.733	Sub Station
Newcastle	Chivelston Substation	-27 50.25 29 59.368	Sub Station
Newcastle	Ingangane Substation	-27 50.716 29 59.098	Sub Station
Newcastle	Umfoloji Substation	-28 12.923 31 11.222	Sub Station
Newcastle	Bloedrivier Substation	-27 53.667 30 34.583	Sub Station
Newcastle	Peguses Substation NKP ARMED		Sub Station

The services shall extend to any new Transmission buildings that will be acquired within the Eastern Grid in the duration of the contract.

Service provider to note that only one vehicle will be paid per task order. The Employer will plan Task Order in such a way that travelling costs are minimised. In exceptional cases where supplier needs to use more than one vehicle, Employer approval needs to be obtained in writing. It is recommended that the Contractor procures materials from local suppliers. All kilometre claims will be calculated from the closest depo office to the particular site where work is to be undertaken.

The contractor shall provide labour and tools to carry out the Employer's requirements. The Contractor shall replace broken or damaged equipment within (one) day.

The work comprises of supervision, labour, plant and equipment necessary to carry out building maintenance services on an "as and when" required basis. The Contractor is to respond within 24 hours, however, should an emergency arise, the response time must be immediate. The Employer shall verify all the work to be executed as well as the work completed.

The contractor undertakes to hold the Employer (Eskom Holdings SOC Limited) harmless against any determination or award made in terms of Labour relations Act No 66 of 1995 as amended, in any event where Eskom is held liable with regards to the employees of the supplier.

The Supplier undertakes to compensate Eskom for any determination or award as well as all reasonable legal expenses incurred by the client in order to avoid or oppose such liability alleged by or on behalf of an employee/s of the supplier.

There will be no obligation on the Employer to oppose any proceedings resulting from such an alleged liability, but this does not detract from the Suppliers responsibility in terms of this clause.

1.2 *Employer's requirements for the service*

- All services and works will be issued and managed through a task order system on an as and when required basis.
- All services and works must be accompanied by the required documentation so that it is auditable and complies with good corporate governance.

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
FSS	Finance Shared Services
OEM	Original Equipment Manufacturer
PO	Purchase order
SAP	Financial Accounting System
TO	Task order
CLN	Customer Load Network
EG	Eastern Grid

2 Management strategy and start up.

2.1 The *Contractor's* plan for the service

Contacto to partner with Employer to draft a service plan for the provision of services as instructed in the Task Order abiding to identified standards and regulations.

2.2 Management meetings

Quarterly and Adhoc meetings will be scheduled by the Eskom Representative. Records of these meetings shall be submitted to the Service Manager by the person convening the meeting within three days of the meeting.

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

2.3 Contractor's management, supervision and key people

- All staff working on Employer's premises shall adhere to access control requirements of the specific site.
- All contractor staff to report to Employer's representative before commencing any work on site.
- All contractor staff to be clearly identifiable.

2.4 Documentation control

- All services and works will be issued and managed through a task order system
- All quotations and claims to be done on the task order system and invoices shall refer to the TO number for ease of administration.
- All contract communication to be done using the standard forms as per this contract (Early Warning, Notification of Default, Payment Certificates, Task Orders, Risk Register etc.) and will be attachments to email.

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)

PAYMENT PROCESS:

Within one week of receiving a payment certificate from the *Project 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 *Project Manager's* payment certificate.

The *Contractor* shall address the tax invoice to Eskom Holdings SOC Ltd and include on each invoice the following information:

- Name and address of the *Contractor* and the *Project 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)

The contractor must submit an FRI within 2 weeks of contract award.

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.
- Your E-mail may contain more than one PDF file (e.g. 2 invoices on 2 separate PDF files in one e-mail)

- Send all invoices in PDF to Accounts Payable Department: Invoiceseskomlocal@eskom.co.za and a copy to the Project Manager
- 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.
- Your company can request a park invoice report from the Finance Shared Services (FSS) contact center which can then be followed up and corrected. You are welcome to forward the details of invoices corrected to the FSS contact center.

Follow-up with Finance Shared Services (FSS):

All queries and follow-up on invoice payments should be made by contacting the FSS Contact Centre at +27 11 800 5060 or email fss@eskom.co.za

Introducing electronic invoicing does not guarantee payment, but will ensure visibility of all invoices as well as ensure that no invoices are lost. If the Goods Receipt (GR) is **not** done, the invoice will be parked and the system will automatically send an email to the end user to do the GR. This is also tracked by Eskom through the parked invoice report.

2.6 Contract change management

Changes to the contract will be notified and addressed as per the NEC3 – TSC3. Changes to the Task Order, regarding scope, cost and time will be managed via the Eskom Task Order Committee for approval and will be noted as Modification on the Task Order. Modifications to work/service can only resume once TOC approval is obtained and as instructed by the Eskom Representative.

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

As a control measure, it is required that the *Contractor* maintains record keeping of all defined cost items for the purpose of compensation event management. A schedule of these cost components not listed in the contract *price list* to be provided.

2.8 Insurance provided by the *Employer*

Refer to data by Employer Z12

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

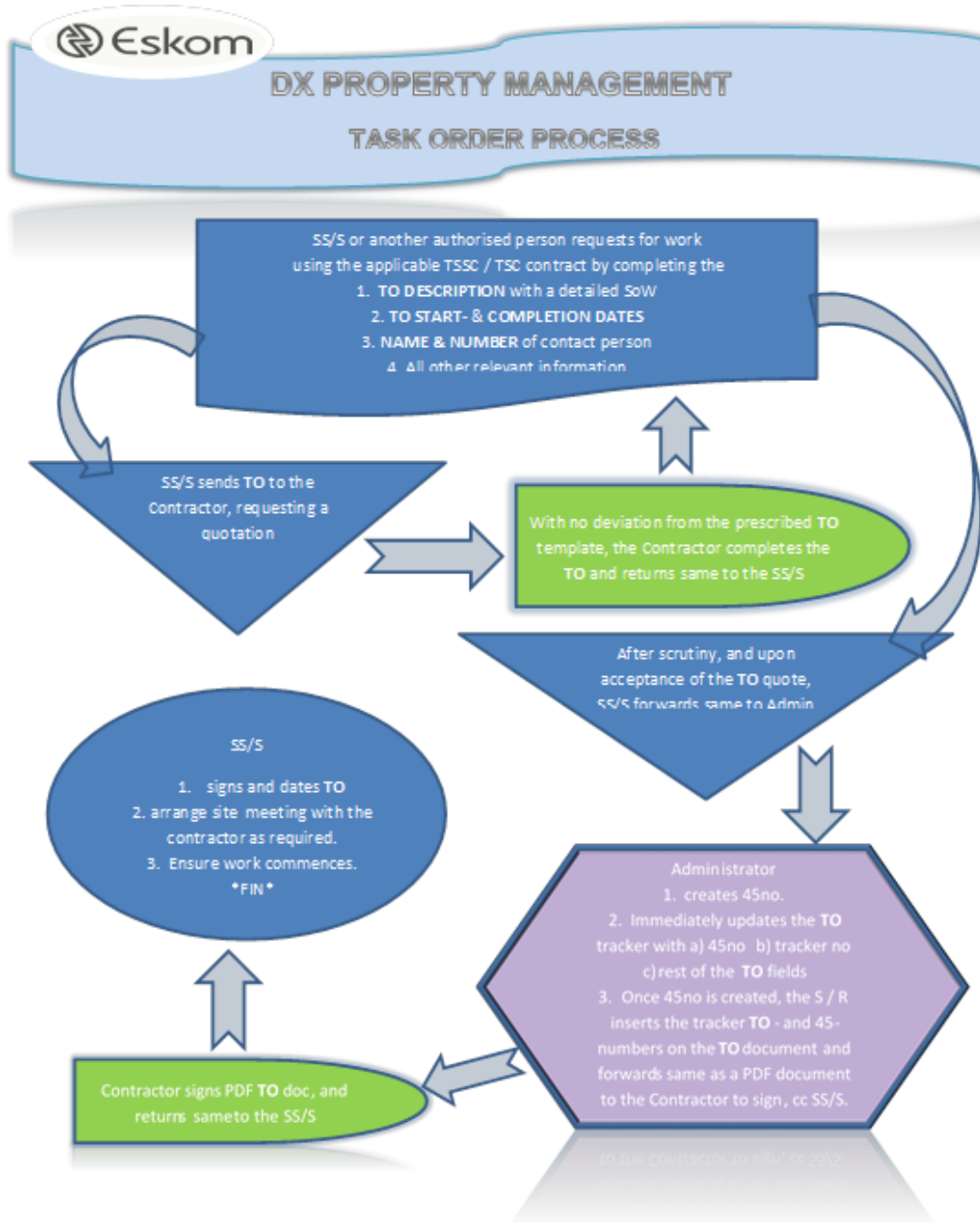
2.9.1

2.9.2 Information and other things

Where stated in the *price list* and Service Information at the end of each task completed the Contractor to provide a concise Report. The task is not complete unless the Report noted is provided for the specified item.

2.10 Management of work done by Task Order

When accepting a task order the contractor is to ensure; availability of resources, adequate supervision and the ability to respond to emergency work. Turnaround times will be discussed and agreed at task order stage.



3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

In addition to the requirements of the laws governing health and safety, Eskom may have some additional requirements particular to the *service* and the Affected Property for this contract.

The *Contractor* shall therefore comply with all the health and safety requirements as prescribed in the;

“Maintenance Contract for Eskom Holdings SOC Ltd (Tx Eastern Grid) - SHE Specification” attached to this document

Annexure B : Acknowledgement Form for the Eskom SHE Rules and other requirements 240-43921804 Rev3

In addition as scope specific where applicable,

Eskom’s life saving rules

Note: Contravention to any of the Eskom Life Saving rules, can result in termination of the contract subject to the outcome on an investigation.

RULE 1: OPEN, ISOLATE, TEST, EARTH, BOND AND/OR INSULATE BEFORE TOUCH

No person may work on any electrical network unless:

He / she is trained and authorised as competent for the task to be done.

A pre-task risk assessment to identify all risks and hazards must be conducted prior to any work commencing.

An equi-potential zone is created for each worker on the job site by earthing, bonding and/or insulating according to approved divisional procedures.

All conducting material is connected together, all staff onsite wear electrical safety shoes and insulating techniques are applied according to standards.

The authorised person (Team leader) has certified and shown all team members that the apparatus is safe to work on. He / she is trained and authorised as competent for the task to be done.

Contractor to take precautionary measures when working in close proximity to other power lines.

Jumper covering is provided to serve as an overhead jumper protection covering above solid cut-outs to reduce bird electrocutions

RULE 2 : HOOK UP AT HEIGHTS

Working at height is defined as any work where an activity above 2 metres is performed from ladders, scaffolds, platforms, buckets, excavation, structures or where there is a potential for a fall. A pre-task risk assessment to identify all risks and hazards must be conducted prior to any work at height commencing.

No person may work at height where there is a risk of falling unless:

You are appropriately trained.

You are appropriately secured during ascending and descending.

You are using an approved fall arrest system where applicable

The *Contractor* must be aware of the operating heights when working under HV lines.

RULE 3 : BUCKLE UP

No person may drive any vehicle on Eskom business and sites:

Unless the driver and all passengers are wearing seat belts.

RULE 4: BE SOBER

No person is allowed to work under the influence of drugs and alcohol. Under-the-influence' means the use of alcohol, drugs and /or a controlled substance to the extent that:

The individuals faculties are in any way impaired by the consumption or use of the substances or;

The individual is unable to perform in a safe, productive manner or;

The individual has a level of any such substance in his body that corresponds with or exceeds accepted medical/legal standards or;

The individual has a level of alcohol in his body that is greater than 0,02 % blood alcohol concentration.

Any level of an illegal substance in the body' irrespective of when the substance was used

RULE 5: ENSURE THAT YOU HAVE A PERMIT TO WORK

Where an authorisation limitation dictates, no person shall work without the required Permit to Work. (PTW)

Work is as defined in the Plant Safety Regulations (PSR) and Operating Regulations for High Voltage Systems (ORHVS) of Eskom.

A Risk Assessment must be carried out jointly by the Authorised (AP) and Responsible Person (RP) on all work before it commences.

The PTW must be issued by an AP, in accordance with the PSR.

The PTW must be accepted in writing by an authorised RP.

The PTW shall be shown to everyone working on the job and the risks explained.

The RP must ensure that all staff working on that job is entered on a Workers' Register and the risks explained to each one.

The RP must ensure that the conditions of the PTW are enforced for the duration of the work.

SHEQ REQUIREMENTS:

In compliance to Eskom's SHEQ Policy, the *Contractor* must 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 SHE 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.

Typically, the identified risks as listed in the "Health & Safety Specification" for this contract which could endanger persons/*works* as per scope of work to be completed by the *Contractor*. Specific risks, related to projects as will be issued per Task Order are as follows:

Typical Risks to be assessed where applicable
Live underground cables
Work in live chambers/restricted areas
Live overhead conductors/crossings
Close proximity work to live equipment
Operating of cranes/vehicle mounted
Static electricity/induction
Work with chainsaws/mechanical cutters

Materials handling/ heavy equipment handling
Conductor stringing and tensioning
Vehicle risks
Work in open trenches/excavations
COVID-19 pandemic
Biological/health risks (camps)
Weather related risks (UV, heat, cold, wind, rain, snow, etc.)
Environmental risks
Ergonomic risks (body position, fatigue)
Work on/dismantling of rusted & rotten poles and structures
Fire risks
Public safety risks
Work close to public roads
Working in environmental sensitive area
Historical events that could influence the project, I.e. current structure designs, age of structures to be worked on, etc
Demographics of the area

THE CONTRACTOR SHALL IDENTIFY MITIGATION ACTIONS FOR ALL IDENTIFIED RISKS, AS WELL AS IDENTIFY ANY ADDITIONAL RISKS AND INCLUDE IT IN THE HEALTH AND SAFETY PLAN TO BE PROVIDED TO THE EMPLOYER ON TENDER RETURN.

The *Contractor* shall comply with other Safety application provisions of Government, Provincial, Municipal Safety Laws, Building, Construction, Electricity Regulations and Eskom Transmission Standards.

- The *Contractor* shall accept full responsibility for the means, methods, sequence or procedures of construction for safety precautions or programmes incident to the work of the *contractor*.
- The *Contractor* is required to submit a working methodology statement with regards to the Safety Standards while working within hazardous areas such as live substations or in close proximity of energized apparatus and/or lines.
- The *Contractor* shall indemnify the *Employer* and the Engineer against responsibility for safety on the site of the works.

- Reference of the Safety Methodology Statement can be found in the Government Occupational Health and Safety Act (Act 85 of 1993) and Construction Regulations Document which is publicly available.
- Typically, RISK ANALYSIS IDENTIFYING RISKS THAT could endanger the work as done by the *Contractor* will be done per Works Order. The *Contractor* should identify mitigation actions for these risks, as well as identify any additional risks and submit at tender
- The safety of the *Contractors* personnel and employees acquire precedence over the construction works.
- The *Contractor* shall submit a Safety Plan to the *Employer* within one week of award of contract prior to starting on site. The Safety Plan to be assessed by the *Employers* Representative where after on approval will the *Contractor* be allowed access to site.

3.2 Environmental constraints and management

The *Contractor* shall comply with the environmental laws and regulations as well as criteria and constraints as provided at tender stage. The *Contractor* will take due care of to ensure compliance.

All environmental legal Liabilities and claims arising from the activities of the *Contractor* shall be for the *Contractors* expense. The *Contractor* is required to have an understanding of Eskom's basic environmental principles and commitments.

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

3.3 Quality assurance requirements

- "Quality Assurance Requirements: The Contractor shall comply with all quality requirements as set out in the document QM-58 i.e. Eskom Contract Quality Requirements Specification.
- Category 3 will apply for this enquiry
- The Contractor shall comply with ISO9001:2008 Quality Management System Requirements.
- The Contractor shall comply with all other regulatory and statutory requirements applicable to the works.

- The Contractor needs to submit a quality plan indicating the control points for quality to ensure that the works are done according to specification.
- Quality of workmanship;
- The *Contractor* is required to employ a competent Supervisor or Foreman on site for the duration of the work issued per Task Order to implement workmanship quality checks.
- Eskom will do inspections and quality checks on installations completed by the *Contractor* prior to hand-over of each project

General

- Except for site management and specialized labour such as operators for plant and equipment, the *Contractor* is encouraged to use “local” labour on a temporary basis for all manual tasks.
- The *Contractor* will attend all site meetings as arranged by the *Employer*
- The *Contractor* will report all obstacles on site that could impact on time and cost to the *Employer* in writing. Where applicable Early Warnings should be issued
- All work/services shall be carried out in accordance with all the statutory requirements applicable to the area and scope, Eskom’s specifications, standards and regulations
- The *Contractor* will be given access to the proposed site and the *Contractor* must comply with Eskom’s, National, Provincial and Local environmental policies, safety standards and laws.
- The onus is on the *Contractor* to obtain the latest revision of standards applicable.
- The *Employer* reserves the right to alter the scope of the works, programme and constraints.
- The Clerk of Works of the *Employer* will do Quality Control Checks and inspections on the *works*. The *Contractor* notifies the Clerk of Works or *Employer’s* Representative of any inspections to be done three days in advance.
- The *Contractor* shall ensure that caution is exercised when working in close proximity of live electrical equipment.

4 Procurement

PPPFA is not exempt; tender was issued to the open market. The award will be to multiple contracts and to multiple suppliers. Tender execution will be based on a competitive tender.

An open tender process is to be followed to allow for fairness, equitable, competitiveness, transparency and cost effectiveness.

Two (02) service providers are required for this contract as follows:

- 1 x supplier for Pinetown and Empangeni CLNs
- 1 x supplier for New Castle and Ladysmith CLNs

4.1 People

4.1.1 Minimum requirements of people employed

Registration with the following regulatory/statutory bodies in South Africa:

- Plumbing – registration with Institute of Plumbing South Africa (IOPSA) or any other accredited organisation in South Africa.
- Fully Registered electrician, wireman's certificate-registration as Electrical Contractor with the Department of Labour.
- Carpenter certificate/registration.
- The team supervisor/leader/member should have the following mandatory training certificates:
 - ORHVS (HVO 02),
 - Supervision
 - HIRA
 - Fire fighting
 - First Aid level 1 & 2

Provision of the following trade certificates is required:

- Master installer license for hazardous area/location certificate (i.e. Battery rooms).
- Fence installer certificate or electric fence installer.
- Electrical Artisan
- Plumbing
- Civil

4.1.2 BBBEE and preferencing scheme

Valid BBBEE on award.

4.1.3 Supplier Development Localisation and Industrialisation (SDL&I)

Valid BBBEE required.

4.2 Subcontracting

4.2.1 Preferred subcontractors

The principal *Contractor* must ensure that his proposed subcontractor has the following documentation on record (for access by the Employer) before the appointment.

- Valid accreditations, authorization and/or Registration necessary to perform the scope
- Signed 37.2 agreement between Principal Contractor and Subcontractor
- Approved Health and Safety plan for the subcontractor's portion of the works.
- Principal contractor to ensure his subcontractor complies with the construction regulations.
- A signed written contract that clearly outlines the roles and responsibilities of each party - must exist between the principal contractor and sub-contractor/s preferably in the NEC Engineering and Construction Subcontract or Short Subcontract form.
- Subcontractor should submit a valid Tax clearance certificate to the principal contractor.
- Subcontractors should comply with relevant requirements of the Skills Levies Act, Unemployment Insurance Fund Act and the Compensation of Occupational Injuries and Diseases Act.

☐☐Have the required CIDB grading in place to execute the scope.

☐☐Compliance to approved Safety, Health, Environmental and Quality plans.

The contractor to indicate the percentage of subcontracting, the proposed subcontractors together with their BBBEE statuses, and the sources of assets, goods or services when local content and production criteria are applicable. The NEC system is compulsory for all subcontract documentation.

4.2.2 Subcontract documentation, and assessment of subcontract tenders

Contractor is to prepare Subcontract documentation; the NEC Subcontract document is compulsory or recommended.

4.2.3 Limitations on subcontracting

Mandatory subcontracting of a minimum of 30% shall be applicable as a condition for contract award.

- a) must apply subcontracting to previously designated groups.
- b) must advertise the tender with a specific condition for contract award that the successful tenderer must subcontract a minimum of 30% of the value of the contract to:
 - i. An EME or QSE which is at least 51% owned by black people.
 - ii. An EME or QSE which is at least 51% owned by black people who are youth.
 - iii. An EME or QSE which is at least 51% owned by black people who are women.
 - iv. An EME or QSE which is at least 51% owned by black people with Disabilities.
 - v. An EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships.
 - vi. A cooperative which is at least 51% owned by black people.
 - vii. An EME or QSE which is at least 51% owned by black people who are military veterans;

Tender Returnable if the above element is a requirement;

- Proof of a sub-contract agreement/s must be submitted.
- CSD report of subcontractors
- Sub-contractor/s B-BBEE certificate / sworn affidavit must be submitted.

Subcontracting, in this instance, will be treated as a condition for contract award. A supplier awarded a contract may not subcontract more than 25% of the value of the contract to any other entity that does not have an equal or higher B-BBEE status level of a contributor than the supplier concerned unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

4.3 Plant and Materials

4.3.1 Correction of defects

All defects to be corrected within two weeks, after it had been identified

5 Working on the Affected Property

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

The Contractor and ensure that all of his staff undergo Eskom induction prior to entering the Affected Property.

Roads and Vehicles

- All vehicles used on site, by the *Contractor* will be compliant with Eskom Standards.
- All road signs and traffic laws / regulations on site will be adhered to. Employees of the *Contractor* failing to comply will be removed from site and denied any further access.

Security

- The *Contractor's* staff will be subject to all security measures, rules and regulations of the Eskom Security Services
- *Contractor* shall agree to searching of all staff, bags, briefcases and vehicles.

Access to and Departure from the Site

- Access to all sites will be through the main security gate of each particular site. The *Employer* informs the *Contractor* of the access procedures, and it should be expected that such procedures may change depending on the prevailing security situation.
- The *Employer* reserves the right for its Security personnel to search persons or vehicles entering or leaving the premises. This includes, but is not limited to staff, briefcases, bags and toolboxes.
- All persons entering Eskom sites are subjected to alcohol testing.

Temporary Gate Permits

- The *Contractor* provides the *Employer* with the personal details of their staff at least two weeks prior to the contract start date. All names and details to be submitted to the *Employer* who arranges for all gate permits.
- If an employee is no longer in the employ of the *Contractor*, the *Contractor* shall notify the *Employer* in advance, and replacements communicated to the *Employer* as well, the replacement employee will have to attend induction as well.
- The *Contractor* ensures that all equipment and materials brought through the security gate is signed in at the main security gate on the approved Eskom security form.

Removal

- The *Contractor* is not allowed to remove any equipment or materials from site without producing the relevant Eskom security forms and the equipment lists.
 - If the equipment or material is to be removed the same day, on which they were brought on to site, then the security form will need to be produced at the gate when leaving the site.
 - The removal of any item at a later stage of the contract will require a security form with the necessary approval and responsible manager's signature.
 - If the equipment or material is removed after this time then a Non-Returnable Gate Release will be provided by the *Employer's Representative*, on receipt of the original security form, with which the *Contractor* brought the equipment on site.

5.2 People restrictions, hours of work, conduct and records

- The Contractor is responsible for the provision of transportation for all personnel to site, from site and on Site.
- The Contractor is responsible for the training and development of his staff whilst employed by the Employer.
- The Contractor keeps records of his people working on the Affected Property, including those of his Subcontractors and the Service Manager shall have access to these records at any time.

- High Voltage Yard: Contractor to ensure staff working at HV Yard has ORHVS training (HVO-01, Supervision, Herbicide, HIRA & Fire Fighting)

Normal work

All work conducted on site shall fall within the legal requirements in accordance with the Basic Conditions of Employment Act. Contractors will notify the Site Supervisor or Facilities Manager of any work that needs to be performed after hours according to the agreed arrangements. (The application needs to be submitted timeously).

Overtime

When overtime is required to be performed, the sub- contractors shall inform the appointed contractor of such action. The appointed contractor shall inform the Site Supervisor or Manager of such area. Contractors shall be aware of the effects of human fatigue and regulate overtime accordingly. The baseline risk assessment must be reviewed to include the management of overtime work.

Night work

When night work is to be performed; contractors shall provide sufficient lighting to enable the entire work site to be illuminated to a degree that employees will not work in dark (un-illuminated) or dimly lit areas. Care must be exercised as not to use few lights with high light intensives as this will cause night blindness. If work is continuing from day light into night, at dusk, a toolbox talk must be held where all employees will be advised of the hazards of night work and the extra precautions which require to be taken, i.e. poor housekeeping, stepping on uneven ground, stepping into holes etc.

5.3 Health and safety facilities on the Affected Property

1. The Contractor shall keep the area where he performs the job safe and free from health hazard for his employees and visitors thereof.
2. It is the responsibility of the contractor to have OHS or other record in permanent form, containing the information about the safety and health management system during the work carried out on site and all information relating to the post-construction phase after handover to the client, so that the client can maintain the works in a healthy and safe way.
3. The Contractor is required to keep a OHS file on every project site. If there is more than one site per project, a file per site shall be kept at that site. Contractor may keep additional files at their head office as additional records. The OHS file shall be maintained by the contractor on their construction sites and shall be available on request for audit and inspection purposes.
4. The OHS file shall consist of the requirements in terms of the project's safety specification, the contractor's safety, and health plans.
5. The sequence of filing the documentation must be kept in the same sequence as listed in this OHS specification and the OHS plan.

Working at Heights

General Requirements

Wherever reasonably practicable, preference is given to the performance of work at ground level as opposed to the elevated position. Where work in an elevated position is necessary, preference is given to fall prevention measures such as, but not limited to, effective barricading and the use of work platforms. Persons may only work from a fall risk position if a site-specific fall protection plan is in place and correctly implemented and consists of the following:

1. All appointments for the fall protection plan developer and implementer are in place.
2. Baseline risk assessment, which is specific and incorporates the working at height risk assessment, as well as the site-specific risk assessment, has been completed for the work to be conducted.
3. Safe working procedure/task analysis and work instructions, approved by a competent person, are in place.
4. A fall rescue plan, along with necessary equipment and trained rescuers, is in place.
5. Appropriate training, as determined by the risk assessment, has been provided.

6. Appropriate height safety equipment and personal protective equipment have been issued to the individual.
7. There are equipment inspection procedures and up-to-date inspection records.
8. Individuals are medically fit to work at height, and records of this are kept.
9. A site-specific risk assessment is performed.

While work is in progress, adequate warning signs and/or barricades shall be used in all areas where there is a risk of persons being injured by materials or equipment falling from the work area. Barricades should be continuous and easily visible.

A drop zone shall be established with appropriate warning signs and barricading, warning personnel below of workers above and potential falling objects.

Every employer shall ensure that work at height is:

1. properly planned.
2. appropriately supervised; and
3. carried out in a manner that is, as far as is reasonably practicable, safe and that its planning includes the selection of work equipment.

Working on the Affected Property

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

Site services and facilities

- Upon arrival of the Contractor's staff on the site, they will present themselves to the Employer's representative before starting to provide the works. The contractor staff to wear company logo identification tops/jackets or overalls at all time for immediate identification.
- The Contractor shall on a Monthly basis supply the Employer representative with monthly safety statistics and man-hour for himself/herself and for all his/her Sub contractors

Contractor to provide own Emergency preparedness procedure and align to site emergency procedure.

5.4 Environmental controls, fauna & flora

Not applicable.

5.5 Cooperating with and obtaining acceptance of Others

As per clause 25.1 of this contract.

5.6 Records of *Contractor's* Equipment

Prior to starting work on the Affected Site, the Contractor will compile a list of his equipment, either owned or hired, which will be used for the execution of this contract. It should include the make, type, year of manufacture, colour and function or use. This list will be signed off by the Contractor and the Service Manager.

- Any electrical equipment or appliances used by the Contractor must comply with all relevant safety regulations and requirements and be maintained in safe and proper working condition.
- The Employer has the right to stop the Contractor's use of any electrical equipment or appliance, which in the Employer's opinion does not conform to the foregoing.

5.7 Equipment provided by the *Employer*

Not applicable.

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

Water and Electricity usage

- Water and Electricity will be supplied by the Employer and must be used in accordance with the Eskom Environmental objectives.
- The Employer will provide ablution facilities for use by the Contractor's employees on site (if work are carried out in building facilities. Should work be carried out in a yard where there are no ablution facilities, the Contractor should make arrangements and provide its employees with portable toilets).

5.8.2 Provided by the Contractor

REQUIREMENTS FOR VEHICLES

1. The appointed contractor must have a system/ process to manage vehicle access to site.
2. The appointed contractor must maintain their vehicles in a roadworthy condition and a vehicle license must be valid at all times.
3. Contractor vehicles can be subject to inspections by the contract/project manager
4. Vehicles which are not roadworthy will not be permitted to be used on site.
5. Precautions shall be taken to secure all loads properly.
6. All vehicles must be fitted with fire extinguisher, first aid kit and warning triangle

REQUIREMENTS FOR DRIVERS

1. The driver must have a valid national licence for the type of vehicle used.
2. The driver must have level 1 first aid training and basic fire extinguisher training
3. It is the responsibility of the driver to ensure:
 - a. Their passengers wear seat belts whilst the vehicle is in motion.
 - b. Comply with all traffic road rules, safety, and direction and speed signs.
 - c. Ensure that vehicle loads are properly secured prior to moving off.
 - d. Ensure that vehicles are not overloaded.

4. No drivers or operators may text, talk on cell phones or two-way radios whilst driving, unless a hands-free kit is used.
5. All drivers of such vehicles are to have valid medical fitness certificates.
6. Drivers/operators shall be responsible for the travel-worthiness of all loads conveyed by them.
7. No passengers must be loaded on the back of the bakkie /LDV/ truck with no safety belts.

TOOLS AND EQUIPMENT

1. Contractors shall ensure that all tools and equipment are identified, safe to be used and is maintained in a good condition.
2. Contractors shall ensure that all tools and equipment are listed on an inventory list, be regularly inspected at least monthly or as required by legislation and risk assessments.
3. The equipment should be numbered or tagged so that it can be properly monitored and inspected.
4. Ensure all tools and equipment that emit noise shall be avoided, if not, necessary precautions are taken to prevent Noise Induce Hearing Loss.
5. Where applicable, tools and equipment must have the necessary approved test or calibration documentation prior to being brought onto site and the records shall form part of the SHE Plan. Maintenance calibration shall be undertaken in terms of the manufacturer's requirements.

PERSONAL PROTECTIVE EQUIPMENT REQUIREMENTS (PPE)

1. The appointed contractor must provide a detailed programme that includes the issuing, maintenance and replacement of PPE for all his employees and sub-contractors on site.
2. All contractors shall comply with the requirements of GSR 2 of the OHS Act.
3. The risk-based PPE matrix must be compiled detailing the types of PPE that is required to be issued to employees performing the respective tasks.
4. Additional PPE shall be identified from task risk assessments for specific areas and tasks.
5. All contractors shall ensure that their visitors wear and use the correct PPE whilst on worksites.

6. Where PPE is required and visitors are not in possession of, then it is the individual contractor's responsibility to provide the PPE.
7. All PPE purchased and used by all contractor employees including visitors must comply with the relevant SANS standards.

5.9 Control of noise, dust, water and waste

All waste generated during the execution of the scope of work shall be managed in accordance with Transmission Waste Management Work Instruction (240-98818649) and in compliance with applicable environmental legislation and bylaws.

All spills/emergency incidents should be reported to Eskom Contract Supervisor and Environmental Officer(s) immediately on occurrence. Incidents should be investigated to prevent reoccurrence.

- The contractor should be aware of Eskom SHEQ Policy.
- Contractor must take into account environmental consideration when carrying out Risk Assessments.
- All equipment used on site must be in good working condition and no fuel and/or oil leaks on any equipment will not be allowed.
- Non-conformance, incident reporting and investigations shall be done by the contractor, such reports must include but not limited to the following information:
 - The cause of the non-conformance/incident.
 - The proposed actions to correct and prevent recurrence.
 - Eskom Site supervisor shall issue non-conformances where there are deviations from environmental requirements.

Zero Liquid Effluent Discharge Policy (ZLED)

Contractor shall abide to Eskom Zero Liquid Effluent Discharge through the process of reuse and recycling if any.

Smoking

The national smoking policy must be adhered to. Smoking is permitted in designated areas only (Eskom Smoking Procedure 32-36).

5.10 Hook ups to existing works

As per Eskom cardinal rules above and to SHE specification document issued with the enquiry.

5.11 Tests and inspections

5.11.1 Description of tests and inspections

Any tool or equipment provided by the contractor should be tested to check if is working properly before issuing to the Site supervisors. For example, the remote control should be fitted with batteries and tested before handing over to the recipient on site.

6 List of drawings

6.1 Drawings issued by the *Employer*

Should there be drawings required, Employer will provide per task order

ANNEXURE C

ANNEXURE C: X17 – LOW SERVICE DAMAGES

Item No	Key Performance Area	Penalties
1	PPE (not wearing PPE, wearing incorrect PPE & worn out PPE)	5% of the total task order issued
2	Failure to comply with Eskom Cardinal Rules	5% of the total task order issued
3	Safety, Health, and Environmental Contravention	5% of the total task order issued
4	Failure to correct defect with a specified period	5% of the total task order issued
5	Incorrect handling and storage of material, including chemicals	5% of the total task order issued
6	Change of key human resources on site, without Service Manager's approval	5% of the total task order issued
7	Unavailability of tools and equipment	5% of the total task order issued
8	Use of incorrect tools and equipment on site	5% of the total task order issued
9	Employee absenteeism for scheduled work	5% of the total task order issued