NEC3 Term Service Contract (TSC3)

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

and **Pin**
(Reg No. _____)

for **The Provision of Core Technical Services (Mechanical Building Maintenance services) at Property Management Mpumalanga Operating Unit Highveld Zone, on an as and when required basis for a period of 60 months.**

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CONTRACT No.

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

1.1 Offer

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

The Provision of Core Technical Services (Mechanical Building Maintenance services) at Property Management Mpumalanga Operating Unit Highveld Zone, on an as and when required basis for a period of 60 months.

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

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

Signature(s) .....

Name(s) .....

Capacity .....

For the tenderer: .....

(Insert name and address of organisation)

Name & signature of witness .....

Date .....

Tenderer's CIDB registration number: .....

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

1.2 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.

1.3 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	**N/A**	

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)*	*Eskom Holdings SOC Limited* *MEGAWATT PARK* *MAXWELL DRIVE* *SANDTON* *JOHANNESBURG*
Name & signature of witness		
Date		

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer.*

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	**W1: Dispute resolution procedure**
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: *Additional conditions of contract*
	of the NEC3 Term Service Contract April 2013[2] (TSC3)	
10.1	The *Employer* 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.	**011 800 8111**
	Fax No.	
10.1	The *Service Manager* is (name):	**TBC**
	Address	
	Tel	
	Fax	
	e-mail	
11.2(2)	The Affected Property is	**Mpumalanga Operating Unit, Highveld Zone**

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

11.2(13)	The *service* is	**The Provision of Core Technical Services (Mechanical Building Maintenance services) at Property Management Mpumalanga Operating Unit Highveld Zone, on an as and when required basis for a period of 60 months.**
11.2(14)	The following matters will be included in the Risk Register	**N/A**
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 *law of the contract* is the law of	**the Republic of South Africa**
13.1	The *language of this contract* is	**English**
13.3	The *period for reply* is	**One Week**
2.	**The *Contractor*'s main responsibilities**	**Data required by this section of the core clauses is also provided by the *Contractor* in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data**
21.1	The *Contractor* submits a first plan for acceptance within	**One weeks of the Contract Date**
3	**Time**	
30.1	The starting date is.	**TBA**
30.1	The service period is	**60 Months**
4	**Testing and defects**	**There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data**
5	**Payment**	
50.1	The assessment interval is	**Last day of each successive month.**
51.1	The currency of this contract is the	**South African Rand**
51.2	The period within which payments are made is	**Four weeks.**
51.3	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 and** **(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question**

		then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted mutatis mutandis every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	**Compensation events**	**There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data**
7	**Use of Equipment Plant and Materials**	**There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data**
8	**Risks and insurance**	
80.1	These are additional *Employer*'s risks	**Riot and strike Loss and damage of material and financial Capability**
83.1	The *Employer* provides these insurances from the Insurance Table	**as stated for "Format TSC3" available on Insurance Letter Attached**
83.1	The *Employer* provides these additional insurances	**as stated for "Format TSC3" available on Insurance Letter Attached**
83.1	The *Contractor* provides these additional insurances:	**Refer to Annexure A**
83.1	The minimum amount of cover for insurance against loss and damage caused by the *Contractor* to the *Employer*'s property is	**the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on Insurance Letter Attached**
83.1	The insurance against loss of or damage to the *works*, Plant and Materials is to include cover for Plant and Materials provided by the *Employer* for an amount of	**Refer to Annexure A**
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the *Employer*'s property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in	

	connection with the *Contractor*'s Providing the Service for any one event is:	**whatever the *Contractor* deems necessary in addition to that provided by the *Employer*.**
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is:	**As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the *Contractor's* common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands).**
9	**Termination**	**There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.**
10	**Data for main Option clause**	
A	**Priced contract with price list**	
20.5	The Contractor prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	**On a monthly basis**
11	**Data for Option W1**	
W1.1	The *Adjudicator*	**The person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).**
W1.2(3)	The *Adjudicator nominating body* 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 *tribunal* is:	**arbitration**
W1.4(5)	The *arbitration procedure* 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 - 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 *base date* for indices is	**One (1) month prior to tender closing date. The**

		price will be fixed for the first Sixteen (16) months of the contract start date and is subject to escalation thereafter
	The proportions used to calculate the Price Adjustment Factor are:	**proportion** / **linked to index for** / **Index prepared by** **75%** / **Labour** / **[SEIFSA Table C-3 a]** **10%** / **[Transport]** / **[SEIFSA Table L-2(B)]** **15%** / **[Fixed]** **1.00**
X2	**Changes in the law**	**There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.**
X17	**Low service damages**	
X17.1	The *service level table* is in	**C3.1 The Services Information**
X18	**Limitation of liability**	
X18.1	The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to	**The replacement value per incident**
X18.2	For any one event, the *Contractor*'s liability to the *Employer* for loss of or damage to the *Employer*'s property is limited to	**the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on Insurance Letter Attached**
X18.3	The *Contractor*'s liability for Defects due to his design of an item of Equipment is limited to	**The greater of R0.0 amount** • **the total of the Prices at the Contract Date and** **the amounts excluded and unrecoverable from the *Employer*'s insurance (other than the resulting physical damage to the *Employer*'s property which is not excluded) plus the applicable deductibles in the *Employer*'s assets and works / maintenance policies available on Insurance Letter Attached**
X18.4	The *Contractor*'s total liability to the *Employer*, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	**the total of the Prices other than for the additional excluded matters.** **The *Contractor's* total liability for the additional excluded matters is not limited.** **The additional excluded matters are amounts for which the *Contractor* is liable under this contract for**

		• **Defects due to his design, plan and specification,** • **Defects due to manufacture and fabrication outside the Affected Property,** • **loss of or damage to property (other than the *Employer*'s property, Plant and Materials),** • **death of or injury to a person and** • **infringement of an intellectual property right.**
X18.5	The *end of liability date* is	**One (1) month after the end of the *service period*.**
X19	**Task Order**	
X19.5	The *Contractor* submits a Task Order programme to the *Service Manager* within	**Two (2) days of receiving the Task Order**

Z	**The *additional conditions of contract* are**	**Z1 to Z15 always apply.**

Z1 Cession delegation and assignment

Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer.*

Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.

Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.

Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

Z3 Change of Broad Based Black Economic Empowerment (B-BBEE) status

Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor*'s B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.

Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary

supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.

Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor*'s obligation to Provide the Service.

Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.

Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.

Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Service Manager* or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z6 Health, safety and the environment: Add to core clause 27.4

Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:

- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for

proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and

- undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z7 Provision of a Tax Invoice and interest. Add to core clause 51

Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer*'s procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.

Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer*'s VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

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

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

Z9 *Employer's* limitation of liability

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

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

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

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

Z11 Ethics

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

Affected Party means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

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

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

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

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

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

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

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

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

Z11.2 The *Employer* may terminate the *Contractor*'s obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor*'s obligation to Provide the Services for this reason.

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

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

Z12 Insurance

Z_12_.1 Replace core clause 83 with the following:

Insurance cover 83

83.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.

83.2 The *Contractor* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

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

<u>Z 12.2 Replace core clause 86 with the following:</u>

Insurance by the *Employer*

86

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

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

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

Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.

Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

AAIA means approved asbestos inspection authority.

ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the *Employer*'s Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor*'s expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

Z14.3 The *Employer* manages asbestos and ACM according to the Standard.

Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.

Z14.5 The *Contractor*'s personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.

Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.

Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer*'s expense, and conducted in line with South African legislation.

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

C1.2 Contract Data

Part two - Data provided by the Contractor

Clause	Statement	Data
10.1	The *Contractor* is (Name): Address Tel No. Fax No.	
11.2(8)	The *direct fee percentage* is	**0%**
	The *subcontracted fee percentage* is	**0%**
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 *price list* 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	19
C2.2	The *price list*	**[24]**

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 *price list* 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.

5. 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.

6. Supplementary Preambles

Refer to conditions of Eskom Term Service Short Contract, attached.

- Rates based
  The tenderer is advised that the following items are based on Gazetted Labour Rates.

- The Supplier rate includes management of the contract and complying with Eskom Safety, Health, Environmental and Quality etc.

- Payment for transport/traveling will be paid from Middelburg Offices including Toll Fees (Contractor to obtain prior approval from Service Manager/ Supervisor).

- Overtime work and normal work:
  The tenderers are advised that the following works may be done during normal working hours Monday to Friday between as well as after normal working hours. Tenderers must make due allowance for these working hours in the pricing as no claims will be entertained in this regard.

- All electrical contractors that wish to tender against this enquiry will have to be registered with the Labour Department as an Electrical Contractor. The registration has to be in the name of the tendering contractor as per The Occupational Health & Safety Act (no 95 of 1993. The Registered Persons (Installation Electrician or Master Electrician) shall be employed in a full time capacity.

- COC Certificate:

Tenderers are advised that any work completed by the electrical contractor or sub-contractor must be supported by a COC Certificate where applicable according to OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 ELECTRICAL INSTALLATION REGULATIONS to the approval of the Eskom Dx Facilities Official.

- Rate Approval:
  Rate approvals must be authorised by the Eskom Dx Facilities Official prior to work being carried out (As per Task order).

ESKOM HOLDINGS SOC LIMITED CANNOT GUARANTEE ANY QUANTITIES OR VOLUME OF WORK DURING THE CONTRACT PERIOD.

- Proprietary items or materials:
  All materials to be used on this contract must be SABS approved. Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Eskom Dx Facilities Official

- Tenderers are advised that all labour charges and transport charges must be procured from the closest to the effected site.

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

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

- A task order will be supplied with each task. Work to be done only after quotation and task order approval by Facilities Official/ instruction in the event of emergency.

- Prior written approval must be received from the Eskom Dx Facilities Official prior to commencement of work.

C2.2 the *price list*

The Provision of Core Technical Services (Mechanical Building Maintenance services) at Property Management Mpumalanga Operating Unit Highveld Zone, on an as and when required basis for a period of 60 months

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL AMOUNT
	SECTION NO. 1				
	SHEQ REQUIREMENTS				
1	Compilation, maintenance, implementation, and control of a compliant SHEQ File per site and per Task Order in accordance with Eskom Distribution SHEQ requirements, applicable legislation, and the NEC3 Term Service Contract.	Item	1		
	SECTION NO. 2				
	Supply of all items of Personal Protective Clothing/Equipment and ensure use thereof for the full compliance by the team. (Renewable annually and risk based.) Please see the pricing notes attached for guidance.				
	Medium Quality Steel toe-capped safety boots				
2	Supply of steel toe-capped safety boots compliant with OHS Act and SANS 20345 S1P, including anti-slip sole and midsole penetration resistance. Suitable for construction and maintenance environments. Typical product: Bova Neoflex S1P or approved equivalent.	No	1		
	Medium Quality Protective clothing (overalls / workwear)				
3	Supply of durable poly-cotton protective clothing compliant with OHS Act and SANS 434, suitable for mechanical and construction work. Typical product: BBF Safety Poly-Cotton Overall or approved equivalent.	No	1		
	Medium Quality Safety gloves				
4	Supply of mechanical-risk gloves compliant with SANS 388, providing abrasion and cut resistance. Typical product: Ansell HyFlex® 11-800 or approved equivalent.	Pair	1		
	Medium Quality Hard hat with chin strap				
5	Supply of industrial safety helmet compliant with SANS 1397, adjustable suspension and secure chin strap. Typical product: Delta Plus Quartz III or approved equivalent.	Ea	1		
	Low-Quality Ear protection				
6	Supply of disposable ear plugs compliant with OHS Act minimum requirements. Typical product: 3M 1100 Foam Earplugs or approved equivalent.	Box of 50	1		
	Medium Quality Eye protection				
7	Supply of impact-resistant safety eyewear compliant with SANS 50166. Typical product: Bolle Contour Safety Glasses or approved equivalent.	Box of 50	1		
	Medium Quality Site first aid box (fully equipped)				
8	Supply of fully equipped first aid box compliant with SANS 10199-3. Typical product: BBF Safety Level 2 First Aid Kit or approved equivalent.	Ea	1		

9	**Other items for contractor to specify: Provisions for additional items not listed in the activity schedule but necessary for the full execution of the work. The bidder may propose any item and should clearly specify its unit of measurement and price. This section will also be subject to evaluation and analysis, like any other section of this contract's activity list.**				
	Supply and provision of Equipment for working at Heights & ensure use thereof for full compliance by the team. (Risk based)				
	High-Quality Fall protection safety harness				
10	Supply of premium full-body harness compliant with SANS 361 and Eskom Working at Height specifications, including multiple attachment points. Typical product: Miller H500 Series Harness or approved equivalent.	No	1		
	High-Quality Double lanyard harness				
11	Supply of premium double lanyard compliant with SANS 355 and Eskom fall protection prescripts, including shock absorber and certified connectors. Typical product: Miller Manyard® Shock-Absorbing Lanyard or approved equivalent.	No	1		
	Fall protection plan (working at height)				
	Medium compliance tier				
12	Description Provide, implement and maintain a site-specific Fall Protection Plan compliant with the OHS Act, Construction Regulations, applicable SANS standards and Eskom Distribution working-at-height requirements, suitable for moderate-risk environments. Scope • Site-specific working-at-height risk assessments; • Task-based method statements; • Identification and management of anchor points and access systems; • Inspection registers and certification for fall arrest equipment; • Appointment of a competent Working at Height Supervisor; • Documented emergency and rescue procedures. Measurement Measured as one (1) complete item per site, including implementation and monitoring. Payment Rate deemed to include preparation, implementation, supervision and documentation. No separate payment for audits, inspections or Eskom review comments.	Item	1		
	Other related SHEQ Documents (Annually)				
13	Medical Surveillance including fitness of personnel working at heights	No	1		
	Section 3				
	Travelling				
14	Traveling Cost for the contractor will be calculated as follows: (Highveld - Kilometres to be charged from 2 Meter Street, Middelburg Industrial, 1050)	km	1		
	MAINTENANCE CORE TEAM				
	Preamble				

The Contractor shall provide all labour, supervision, tools, equipment, transportation, consumables, and any other resources necessary to execute ad hoc works on an "as and when required" basis. Unless otherwise instructed by the Employer or Employer's Representative, normal working hours shall be Monday to Friday between 07:00 and 16:00.

The rates tendered in the Bill of Quantities shall be deemed to include full compensation for all costs associated with the execution of the Works during normal working hours, including overheads, profit, statutory obligations, and compliance with all applicable labour legislation.

Where the Employer requires work to be undertaken outside normal working hours, including **Saturdays, Sundays, and Public Holidays**, such work shall be compensated in accordance with the applicable provisions of the **Basic Conditions of Employment Act (BCEA), Act 75 of 1997** and any other relevant South African labour legislation, collective agreements, bargaining council determinations, or sectoral determinations applicable to the Contractor's workforce.

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No additional payment shall be made for work undertaken outside normal working hours unless such work has been expressly instructed or approved in writing by the Employer or the Employer's Representative.

	Adhoc as and when required work to be done from Monday to Friday between 7:00 am to 4pm				
15	Part-time Construction SHE Officer (SACPCMP)	Rate/hr	1		
16	Mechanical Supervisor	Rate/hr	1		
17	Artisan Diesel Mechanic Trade test	Rate/hr	1		
18	Artisan Fitter With trade test	Rate/hr	1		
19	Semi-Skilled Assistant	Rate/hr	1		
20	General worker/ Labourer	Rate/hr	1		
		Rate/hr	1		
	Adhoc as and when required work is to be done on Saturday and Monday to Friday (after normal working hours). Payment may only be paid upon submission of the special site instruction.				
21	Part-time Construction SHE Officer (SACPCMP)	Rate/hr	1		
22	Mechanical Supervisor	Rate/hr	1		
23	Artisan Diesel Mechanic Trade test	Rate/hr	1		
24	Artisan Fitter With trade test	Rate/hr	1		
25	Semi-Skilled Assistant	Rate/hr	1		
26	General worker/ Labourer	Rate/hr	1		
		Rate/hr	1		
	Adhoc as and when required work is to be done on Sunday. Payment may only be paid upon submission of the special site instruction.				
27	Part-time Construction SHE Officer (SACPCMP)	Rate/hr	1		
28	Mechanical Supervisor	Rate/hr	1		
29	Artisan Diesel Mechanic Trade test	Rate/hr	1		
30	Artisan Fitter With trade test	Rate/hr	1		
31	Semi-Skilled Assistant	Rate/hr	1		
32	General worker/ Labourer	Rate/hr	1		
		Rate/hr	1		
	SECTION 4				
	PLANT & MATERIAL				
33	Equipment, material & Spares required for maintenance will be determined on a defined cost-plus fee.	Mark-up percentage	10%		

34	Skyjack Mobile Boom Lift 20m - Day Rate	Day	1		
35	Issuing of COC	Unit Price	1		
	TOTAL CARRIED TO FINAL SUMMARY				**R**

PART 3: SCOPE OF WORK

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C3.2	*Contractor*'s Service Information	
	Total number of pages	

C3.1: EMPLOYER'S SERVICE INFORMATION

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1. Description of the service

1.1 Executive overview

The purpose of this contract is to appoint a suitable qualified *Contractor* for the Provision of Core Technical Services (Mechanical Building Maintenance services) at Property Management Mpumalanga Operating Unit Highveld Zone, on an as and when required basis for a period of 60 months. The area comprises of multiple story offices, CNC sites, substation building, and other premises.
The work consists of amongst others of the Supervision, qualified labour, plant, material, equipment and travelling necessary to carry out Mechanical Building Maintenance work on “as and when required” basis. The Contractor to respond within 24 hours, however, should an emergency arise, the response time to be immediate.

1.2 *Employer’*s requirements for the service

The scope includes the provision of the following facilities management services:

- Mechanical Building Maintenance

The Contractor shall provide all labour, supervision, administration and management, equipment, tools, supplies and material required to perform the facilities management services specified herein. The Service Information/Scope of “Works” is an extension of the drawings, specifications and detailed annexures listed. The Contractor shall notify the Employer of any discrepancies before commencement of the works. The onus is on the Contractor to obtain the latest revision of standards applicable. The Contractor is to provide summary of all costs for the execution of the works of the complete service. The Contractor must immediately notify the Employer in writing of scope and site variations. The Contractor will report all obstacles on site that could impact negatively on time and cost in writing to the Employer.
The Contractor is to clear and de-establish site on completion of service/works. Contractor is required to clear and cart away rubble and surplus materials associated with the service.

The Contractor shall be called on an as and when required basis. There is no obligation on the Employer to provide a minimum volume of work, and the Contractor shall only be called upon to perform services as the need arises. • Each Zone will have its own contractor.
Payments to the Contractor will be made strictly upon the successful completion of assigned defects or jobs. Each payment shall be subject to verification and approval by the Employer, confirming that the work has been completed to the required standard and in accordance with the scope of work. Incomplete or unsatisfactory work will not be eligible for payment."
They will only be executing maintenance faults.

The scope of mechanical services includes but is not limited to:

1. Supply, Installations, repairs and maintenance of all and any damages to Eskom properties, foreseen and unforeseen.
2. To create a safe, favourable and user friendly, environment for Eskom employees and tenants to maintain employee satisfaction and increased productivity.
3. Daily attend to calls from Eskom employees through Eskom Facilities office instruction and attend to emergency maintenance work.
4. As and when required there will be a need to do work after hours as may be requested by the Eskom Facilities.
5. As per the size of the complex and consideration of its age, we need resources that will be on site permanently to attend to day-to-day defects at the request of Eskom Facilities.

Purchasing of Materials

Material as well as equipment (hired over and above normal equipment required rates) will be reimbursed at Actual proven cost-plus percentage. The awarded contractor shall attach quote or invoice from their suppliers. All materials to be used must be SABS approved.

Detailed description of the service

FUNCTIONAL GROUPING	**SERVICES**	
Mechanical Maintenance Services (Not limited to the below mentioned)		**Frequency**
Mechanical Maintenance	**1. <u>Motors</u>** • All overload settings shall be checked, and overload setting shall be in accordance with the manufacturer's data plate on each motor. • All electrical connections shall be checked for tightness. • All Earth Connections shall be clean and tight. Check and ensure that all pilot lights/indicator lights and ammeters are functioning correctly	Bi-annual
	2. <u>Automated/Controlled Doors, Gates, etc.</u> Service and maintenance • Turnstiles including written report. • Metal sliding gates, motors and access control including written report. • Large metal swing gates, motors and access control including written report. • Medium - Large roller shutter doors, motors and access including written report. • metal sliding doors, motors and access control including written report. • Glass sliding, swing and revolving doors, motors and access control including written report. • Vehicle boom gates, motors, mechanical parts, and access control including written report.	Quarterly
	3. <u>Diesel Generator</u> Inspection and testing with a written report. • Check fan belt condition and tension. • Check radiator passages is clean. • Check radiator hoses and clamps. • Add water conditioner. • Drain radiator/system and refill. • Drain oil and refill. • Change fuel filters. • Change oil filters. • Change water conditioner filters. • Change air filters. • Check seal faces of elements, air cleaner, hoses and clamps for dust ingress. • Check thermos heater operation and temperature. • Check all guards in position and secure. • Check battery charger. • Check batteries, lugs, clean and tighten. • Battery test: • Check hydrometer. • Check casing condition. • Check terminals. • Note Volts and Amps • Compile battery report	Weekly

	• Start engine. • Check for any leaks. • Check charge alternator operation. • Take oil pressure gauge reading. • Take engine temperature gauge reading. • Check low radiator level. • Check low fuel level. • When engine has stopped, top up with oil. • Check alternator coupling. • Check air vents on alternator. • Check fuel system. • Drain water trap. • Check all pipes and fittings. • Check exhaust, manifold, silencer, and pipes. • Check base and anti-vibration mounts. • Run plant on load. • Clean plant and equipment **Annual Service** The annual service includes all the items listed in above for the bi-annual inspection and service in addition to the following items: • Drain radiator. • Refill with new water conditioner • Drain oil. • Supply and fit new oil filters. • Refill with new oil • Remove and replace fuel filters. • Remove and replace air filter. • Run the set up to temperature and top up all levels afterwards. • Check entire panel operation. • Fuel system • Air intake system • DC electrical system • Engine • Lubrication service • Cooling system service • Air intake service • Servicing and testing Starting batteries. • Cleaning batteries • Checking specific gravity • Checking electrolyte level	
	4. <u>Diesel Storage</u> **Service Diesel tank & Diesel fuel testing** • Visual inspection of the fuel system. • Checking the filters, tanks, fillers and site tubes. **Service Fuel supply** • Supply of 50ppm diesel to fill up tank. • Proof of purchase to be submitted. **Service Conidia Bioscience test** • Conidia Bioscience Fuel-stat test and written report. **Service Filtration & Additives** • The diesel in both tanks will be filtered and polished if no filtration system is installed including additives added. • The “Fuel Right” method to be utilized.	Bi-annual
	5. <u>Laboratory Testing</u> SANAS Accredited Laboratory, Comprehensive test by submitting samples of diesel fuel to a laboratory for analysis. Laboratory to supply a comprehensive	Bi-Annual

	report detailing any growing organisms in tanks.	
	6. **Pumps** Service • Check Condition of Pump While Running • Check Mechanical Seal • Grease Bearings on Pump • Check Gland Drain and Clean • Check Condensate Tray and Clean • Check Bearings on Pump and Motor • Check Setting and Operation of Flow or PD Switch • Clean In-Line Strainers • Inspect Coupling Condition • Ensure Coupling Guard is Secure • Check Motor and Terminal Connections • Check that Non-Return Valves Seat and general condition. • Check Change Over Pump Duty	Bi-annual
	7. <u>Compressors</u> • Service on compressor and related plant including written report.	Annually
	8. <u>Contractor</u> Waste Removal and Housekeeping • The Contractor shall be fully responsible for the collection, handling, transportation, and lawful disposal of all waste, debris, scrap materials, packaging, and other refuse generated as a result of the execution of maintenance activities under this contract. • Waste removal shall be undertaken on a continuous basis and upon completion of each task to ensure that all work areas, plant rooms, workshops, buildings, and surrounding premises are maintained in a clean, safe, and environmentally compliant condition • The Contractor shall dispose of all waste at approved disposal facilities and in accordance with all applicable environmental, health, safety, and statutory requirements. • No waste generated through the provision of the services shall be left on Eskom premises unless prior written approval has been obtained from the Employer's Representative.	

Interpretation and terminology
The following abbreviations are used in this Service Information:

Abbreviation	**Meaning given to the abbreviation**
OBL	Outside battery limits
BBBEE	Broad Based Black Economic Empowerment
QM	Quality Management
SD&L	Supplier Development and Localisation
SHE	Safety, Health and Environmental
TSC	Term Services Contract

2. Management strategy and start up.

2.1 The *Contractor's* plan for the service

During the execution of the Service. The Contractor shall maintain, at the office, up-to-date copy of the Contract and all Contract related documents (including correspondence and documents issued by and to the Contractor, Compensation Events, Progress Reports, correspondence, non-conformance reports etc.). These documents shall be always available to the Employer.

The Service Plan/Program for the works must be submitted to the *Employers* Representative for acceptance two weeks after the commencement of the Contract thereafter on a monthly basis. Any variance to the contract should be communicated to the Employer Representative before commencing with the task.

The Service Plan is required to be comprehensive including detailing all Trades Plant, Materials, People/Labour/Resources, Durations etc. and updated regularly as minimum it shall be on a weekly basis showing the Progress Achieved i.e. Planned Progress Vs Actual for the Service provided for each and every Trade and Task related to Planned, Adhoc Maintenance and Defects Management. The Contractor shows on each plan which he submits for acceptance the requirements as stipulated in the Conditions of Contract.

The Service Plan/Program will be also submitted on or as part of "works order", the Contractor will be requested to quote within 24 hours in this case.

2.2 Management meetings

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

Title and purpose	**Approximate time & interval**	**Location**	**Attendance by:**
Progress / feedback meeting	Monthly	Highveld Zone – 2 Meter Street, Middelburg Industrial, 1050	Employer and Contractor
Risk management meeting	Monthly	Highveld Zone – 2 Meter Street, Middelburg Industrial, 1050	Employer and Contractor
Overall contract progress meeting	Monthly	Highveld Zone – 2 Meter Street, Middelburg Industrial, 1050	Employer and Contractor
Safety, health, environmental and quality meeting	Monthly	Highveld Zone – 2 Meter Street, Middelburg Industrial, 1050	Employer and Contractor

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

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

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

The Contractor shall provide the Employer with a detailed organogram of all staff and management on the contract. This must be revised quarterly and must reflect any changes to the staff and management structure. The Employer reserves the right to audit and verify the structure. The Contractor shall have a competent team per service rendered and the recommended team breakdown [on an Adhoc 'As and when required' basis].

- Mechanical Supervisor Technical (2)
- Artisan Diesel Mechanic with Trade test (2)
- Artisan Fitter with Trade test (2)
- Boiler Maker with Trade test (2)
- Mechanical Semiskilled Assistant (2)

The artisans and semi-skilled workers to react to works requests/faults reported immediately upon approval to satisfy the client. This service must be fast and efficient as Property Management is measured on the time it takes to close out calls. When all calls are closed they are allowed to continue with planned maintenance work.
Note: For 'As and when /Ad hoc contracts' the number of staff on a call out, shall be approved by the client.

The Contractor shall keep a daily attendance register, which must be signed off by the Contractor on monthly basis and filed for audit purposes. Clocking cards will be issued to all staff.

Contractor's responsibility:

In the execution of his duties, it is expected of the supplier to comply with Eskom Standard entitled Occupational Health Contractors (Copy available on request).
The Contractor must comply with the Occupational Health and Safety Act and Compensation of Occupational Injuries and Safety Act and Compensation of occupational Injuries and Diseases Act.
The prices quoted by the Contractor will be revised each year according to the Option X1.
All the supplier's employees must be registered for UIF, Provident Fund and Workman's Compensation.
Induction is compulsory and will be done yearly by Eskom, but the Contractor will be liable for transport to the venue.
Yearly medicals are compulsory and proof must be handed in.

Uniforms and protective clothing

GUIDELINES FOR CORRECT USE OF PPE
Selection: Choose the appropriate type of PPE based on the specific hazards present in the workplace.
Fit: Ensure that the PPE fits properly and comfortably.
Training: Provide adequate training to employees on the
proper use, maintenance, and limitations of PPE.
Donning and Doffing: Teach workers the correct procedures for putting on (donning) and taking off (doffing) PPE to minimize the risk of contamination or injury.
Maintenance and Storage: Regularly inspect PPE for damage, wear, or deterioration, and replace any damaged or defective items promptly.
Disposable vs. Reusable: Understand whether the PPE is disposable or reusable and follow appropriate protocols for disposal or cleaning and disinfection.

ROLES & RESPONSIBILITIES OF EMPLOYEES

The Contractor shall ensure that their employee:
• Wear PPE correctly.
• Inspect PPE daily.
• Report defective PPE to your supervisor.
• Never modify or misuse PPE.
• Follow safety procedures

Manager/Supervisor must:
• Ensure PPE availability.

• Enforce compliance.
• Conduct inspections.
• Stop unsafe work.

Contractors must:
• Comply with site PPE standards (Eskom)
• Attend safety inductions.
• Use approved PPE

CARE AND MAINTENANCE OF PPE
Proper maintenance ensures PPE provides the intended level of protection. Always:
• Clean PPE after use.
• Store PPE in a clean, dry location.
• Inspect for cracks, tears, corrosion, broken straps, or other defects.
• Replace PPE that has exceeded its service life.
• Never modify PPE or use damaged equipment.
• Follow manufacturer inspection and maintenance instructions.

2.4 Provision of bonds and guarantees

N/A.

2.5 Documentation control

All contract documentation shall be assigned a unique alphanumeric identification code that reflects the document's source, recipient, communication type, and sequential communication number.
The standard format is [Source]-[Recipient] - [Document Type]- [Sequential Number]

Formal Format:
- Contractual communications shall be issued as compiled letters or approved forms.
- Messages must be on official letterhead or within a controlled template.
- Emails may be used only as a transmission mechanism, not as the communication itself.
- The formal letter or form shall be attached as a PDF (locked format to prevent alteration).
- The email body may provide a brief summary only.

Prohibited Methods:
- No contractual instruction, request, variation, or clarification shall be issued as plain text in an email body, instant messaging, or verbal communication.
- Handwritten notes, texts, or informal apps (e.g., WhatsApp) are not accepted documentation channels.

This alphanumeric identification shall appear on:
- The document header/footer
- The transmittal sheet
- The document register
- Email subject line when issued electronically

2.6 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
Eskom Holdings SOC Ltd
Megawatt Park Maxwell Drive Sunninghill Sandton
PO Box 1091 Johannesburg 2000, SA

and include on each invoice the following information:

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

Electronic submission of invoices via e-mail:

Details on how to submit invoices and additional information:

- Ensure that the Eskom order number is clearly indicated on your invoice together with the line number on the order you are billing for.
- All Electronic invoices must be sent in PDF format only.
- Each PDF file should contain one invoice; or one debit note; or one credit note only as Eskom's SAP system does not support more than one PDF being linked into workflow at a time.
- **Only one PDF file per email. (One invoice or debit note or credit note)**
- Send all invoices in PDF straight from your system to an Eskom email address (see email addresses below)

- **Please ensure that you comply with the tax Requirement for submitting invoices electronically.**

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

- Email address for invoice submission: **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*.

The *Contractor* must keep all documentation related to the compensation events, quotes and instructions from the Employer for the period of 5 years after contract completion for audit purposes. All service records are to be submitted to Eskom and remain the property of Eskom.

2.9 Insurance provided by the Employer.

The insurance policy provided by the Employer will be dealt with as specified in Clause 86.1 TSC.

2.10 Training workshops and technology transfer

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

2.11 Design and supply of Equipment

The supply of equipment shall be as per the price listing and when specified.

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

2.12.1 Equipment

Any equipment or access material invoiced remains the property of Eskom.

2.12.2 Information and other things

At the end of the service period the Contractor will be required to provide the Employer with the Contractor's Safety file and any other information/ items used during the contract duration.

2.13 Management of work done by Task/Work order

The works shall be executed as per the work order approved by the Service Manager.

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 SHE Specification and Audit Report to this Service Information and monthly SHE submissions.

Due to the importance to safe life's and apparatus of Eskom it is recommended that if a contractor abuse any Life Saving Rules, all work allocated to the contractor will immediately put on hold until final outcome with investigation. Safety is the combined responsibility of the team and therefore team leader or team will be punished together. There are five Life Saving Rules that may not be broken by the Team Leader and his/her team.

The five Eskom Life Saving Rules are as follows:

Rule 1: Open, isolated, tests, earth, and bond and/or insulate before touch.
Rule 2: Hook up at height.
Rule 3: Buckle Up
Rule 4 Be Sober
Rule 5: Ensure that you have a permit to work.

The Contractor shall comply with:

- The Occupational Health and Safety Act, 1993, and all its regulations. Including the Construction Regulations, 2014.
- The Health and Safety Requirements of the Employer more fully set out in Eskom Standards and procedures.
- The Contractor acknowledges that he is fully aware of the requirements of all of the above and undertakes to employ people who have been duly authorized in terms thereof and who have received sufficient safety training to ensure that they can comply therewith.
- The Contractor undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures
- The Contractor shall appoint a person who will liaise with the Eskom Safety Officer responsible for the premises relevant to this contract.
- The person so appointed shall:
- Supply the Eskom Safety Officer with copies of minutes of all Health and Safety Committee meetings (if relevant), on a monthly basis.
- Supply the Eskom Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall advise the Eskom Safety Officer of any changes thereto – to be handed over to the Employer prior to construction start.
- Eskom may, at any stage during the currency of this agreement, be entitled to;
- Do safety audits at the Contractor's premises, its work-places and on its employees;
- refuse any employee, sub-contractor or agent of the Contractor access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorized or qualified in terms of the Act
- issue the Contractor with a work stop order or a compliance order should Eskom become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures referred to in 1 above by the Contractor or any of its employees, sub-contractors or agents.
- No extension of time will be allowed as a result of any action taken by Eskom in terms of the above and the Contractor shall have no claim against Eskom as a result thereof. Furthermore, no amendments to the Act or the Regulations or reasonable amendment to Eskom's Safety and Operating Procedures will entitle the Contractor to claim any additional costs incurred in complying therewith from Eskom.
- An authorized Eskom representative will be on site for regular site visits to monitor the Contractor's implementation of health, safety and quality Standards.

- The works to be enclosed with chevron barricade tape supplied and installed by the Contractor and set out by the Employer.

The Contractor shall be responsible for all expenses incurred to ensure adherence to Occupational Health and Safety Act and its Regulations.

- Please Note: (Before carrying out work, Contractor to notify the provincial director in writing of the construction work if it is exceeding the limits as listed in the Construction Regulations)
- It is an Eskom requirement that the Contractor shall use a Fall Arrest System (FAS) as defined in the Construction Regulations whenever a risk of falling exists. The Contractor shall adhere to the applicable standards and procedures attached to this contract.
- Typically, the following identified risks could endanger the work as done by the Contractor. The Contractor should identify mitigation actions for these risks, as well as identify any additional risks and submit at tender:
- The Contractor shall submit a Safety Plan at Tender stage.

Construction Safety

- The Contractor shall be responsible for ensuring that all equipment supplied and used, and all work carried out under this contract shall be in accordance with the Occupational Health and Safety Act (Act 85 of 1993) and regulations remaining in force, as may be amended from time to time.

- In addition, the Contractor shall comply with other Safety application provisions of Government, Provincial, Municipal Safety Laws, Building, Construction and Eskom Distribution 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.
- The Contractor shall indemnify the employer and the Engineer against responsibility for safety on the site of the works.
.
- The Contractor shall enter into an agreement to complete the work required for the construction of the works in accordance with the provisions of all pertinent legislation and in particular with the provisions of the Occupational Health and Safety Act (Act 85 of 1993) and the regulations promulgated there under.

- Reference of the Safety Methodology Statement can be found in the Government Occupational Health and Safety Act (Act 8 of 1993) and Construction Regulations Document which is available publicly.

- The safety of the Contractors personnel and employees acquire precedence over the construction works.

- Contractor to assess and make provision for security services to protect the demolished material should the need arise.

Occupational Health and Safety Legal Requirement

Suppliers tendering for contracts with Eskom will be required to provide evidence of their compliance with SHEQ requirements. Safety & Health, Environmental and Quality (SHEQ) is a legal or contractual requirement for the execution of the ensuing contract, all legal and contractual requirements pertaining to SHEQ must be demonstrated to be in place and legally valid.
These requirements for the purposes of this contract are not evaluation criteria, however they are required to be assessed and fully met after the evaluation and ranking of the tenders found to be technically viable.
The tenderer will be allowed a period not exceeding 7 working days only once, after the first

evaluations to resubmit the requirements which were not fully met following the tender submission. Failure to meet the stipulated submission deadlines and failure to meet all the outstanding requirements shall render the tenderer as non-responsive and ineligible for contract award. The following legal OHS/SHEQ and other requirements shall apply:

Note:should any further tender evaluations be required, the procurement manager will submit a motivation and supporting documentation for the request to the relevant OHS senior manager/OHS manager for approval will be included in the procurement strategy

Compensation for Occupational Injury and Diseases Act

- The Contractor shall submit valid letter of good standing and ensure the validity during the contract duration.

3.2 Environmental constraints and management

The *Contractor* shall comply with the environmental legal requirements, criteria and constraints stated.
General Environmental Management Requirements

- The Contractor shall have an Environmental Management Plan –EMP (normally as part of the DESD) and must adhere to all its requirements.
- Contractor to provide toilet facilities, water and electricity.
- All environmental legal Liabilities and claims arising from the negligent activities of the Contractor shall be for the Contractors expense.
- The Contractor shall have an understanding of Eskom's basic environmental principles and commitments (covered during Eskom Environmental Law Course)

Waste Disposal

The supplier shall ensure:

- That waste is disposed of on a permitted / legal waste site, for the applicable waste type, in terms of the Environment Conservation Act, 73 of 1989 and the National Environmental Waste Management Act (Act 59 of 2008).
- That a disposal certificate (waste manifest) is obtained if hazardous waste was disposed-of.
- That where appropriate, waste is recycled or re-used.

3.3 Quality assurance requirements

The Contractor shall comply with the quality requirements as stated in QM-58 (As applicable).

Quality Plan

- The Contractor needs to submit a quality plan indicating the control points for quality to ensure that the works are done according to specification.
- The Contractor is required to employ a competent Supervisor or Foreman on site for the duration of the project 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.

Specifications

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

4. Procurement

4.1 People

4.1.1 Minimum requirements of people employed.

In some instances, the Contractor may be required to recruit staff from the local to site communities.

4.1.2 BBBEE and preferencing scheme

The Contractor shall maintain the Required B-BBEE Recognition Level for the duration of the Agreement. The Contractor shall provide Eskom with a valid Verification Certificate and such other information as Eskom may reasonably request, in respect of which the Contractor claims maintenance for the duration of the Agreement of the Required B-BBEE Recognition Level. For the purpose of this clause "verification Certificate' means a verification certificate and the accompanying documentary proof confirming the B-BBEE Status of a particular entity as issued by an accredited verification agency.

Supplier development and localisation

The Contractor complies with and fulfils the Contractor's obligations in respect of the supplier, development and localisation matrix.
The Contractor shall keep accurate records and provide the Service Manager with reports on the Contractor's actual delivery against the above stated supplier development and localisation matrix
The Contractor's failure to comply with his supplier development and localisation obligations constitutes substantial failure on the part of the Contractor to comply with his obligations under this contract.

Reconstruction and Development Programme (RDP) Goals

Transformation – BBBEE Improvement or Retention Plan
Transformation remains an area of focus, where Eskom continuously strives to align itself with national transformation imperatives to unlock growth, drive industrialization, create employment and contribute to skills development.

Eskom encourages its suppliers to constantly strive to improve their B-BBEE rating. Whereas Tenderer/s will be allocated points in terms of a preference point system based on specific goals, Eskom also requests that tenderer/s submits their B-BBEE improvement or retention plan within 30 days of signing the contract.

Tenderer/s are therefore requested to indicate the extent to which they will maintain (only if the respondent is a Level 1) or may improve/maintain their B-BBEE status over the contract period if their B-BBEE status is level 2 or 3. Tenderer/s with a B-BBEE status level 4 at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of B-BBEE Level 3 by the end of the first year of the contract and thereafter improve their B-BBEE status level or migrate by one level higher.

Tenderer/s with a B-BBEE recognition status of Level 5 to Level 8 or non-compliant at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of Level 4 by the end of the first year of the contract and thereafter improve at least one B-BBEE Level higher of each year from the second year of the contract.

Tenderer/s are requested to submit their B-BBEE Improvement Plan as an essential document within 30 days of signing the contract.

NB: A valid B-BBEE certificate or Sworn Affidavit is a condition for contract award, if your company's annual Total Revenue is R10 Million or less you qualify as an Exempted Micro Enterprise therefore you can submit Sworn Affidavit. If your annual Total Revenue is R50 Million or less, you qualify as Qualifying Small Enterprise and must comply with all of the elements of QSE score card relevant to your sector unless an

entity is at least 51% Black owned you are required to obtain a Sworn affidavit. If your Annual Total Revenue is above R50m you need to submit a Valid B-BBEE certificate.

Jobs.
Tenderers are required to report the type and number of jobs that will be created and retained in South Africa as a direct result of being awarded a contract.

Note: Communities based local to site (area around site) should be prioritised for employment and all unskilled labourers be sourced from areas local to site.

Skills development

Tenderers are required to submit proposals in a table below for developing the skills of unemployed candidates in the country. Skills development is intended to address Eskom's core, scarce and critical skills and the scarce and critical skills. These skills are also included in a 2020 list of occupations in high demand as stipulated in the Government Gazette 43937. Candidates shall be from all provinces in the country, and their composition shall be representative of the population demographics of South Africa.

Skill type / Occupation	Eskom target	Proposed Number of Candidates
Mechanical technician	5 (1 per annum)	

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.

Note: That these targets for skills development candidates categorically exclude Eskom employees and registered learners. The tenderers are required to take full responsibility for the total cost of developing the requisite skills, and Eskom shall not make any financial contribution towards the fulfilment of this obligation. Tenderers also are advised to approach their relevant SETAs to access grants, subsidies, and incentives as well as South African Revenue Services for tax rebates that are earmarked for skills development initiatives

SDL&I Penalty and Performance Security

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

Eskom will apply a penalty of 2.5% of the order Value for failure to meet SDL&I obligations.
For the duration of the contract, Eskom will retain 2.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the Contractor upon:

- Eskom receives the SDL&I progress report/s from the contractor.
- Fulfilment of all SDL&I obligations by the contractor.
- Submission of an approved compliance report by SDL&I Department.

Reporting and Monitoring

- The suppliers shall on a quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- Eskom shall review the SDL&I reports submitted by the suppliers within 30 (thirty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.

Every contract shall be accompanied by the SDL&I Implementation Schedule, which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award. This will be used as a reference document for monitoring, measuring and reporting on the supplier's progress in delivering on their stated SDL&I commitments.

4.2 Subcontracting

4.2.1 Preferred subcontractors

N/A

4.2.2 Subcontract documentation, and assessment of subcontract tenders

N/A

4.2.3 Limitations on subcontracting

N/A

4.2.4 Attendance on subcontractors

N/A

4.3 Plant and Materials

4.3.1 Specifications

N/A

4.3.2 Correction of defects

The Contractor shall provide maintenance and repair of all the equipment necessary to provide the services. All defects to the works shall be rectified as specified in QM 58.

4.3.3 *Contractor's* procurement of Plant and Materials

All plants and material are to be procured with written approval by Eskom facilities official.

4.3.4 Tests and inspections before delivery

All tests and inspections are to be carried out by instruction/ with written approval by Eskom facilities official.

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

N/A

4.3.6 Cataloguing requirements by the *Contractor*

N/A

5. Working on the Affected Property

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

The Employer will provide access control for the Site. Strict access control shall be implemented 24 hours a day at all entrances to the Project Site. All persons and vehicles entering or exiting the Project Site may be subjected to searches and the Employer reserves the right to refuse entrance to Site to any person not meeting security and/or access requirements.

From time to time, and as required, the Employer will issue policies and procedures regarding Project Site security and access control. These policies and procedures shall be strictly adhered to by the Contractor. The Employer shall be entitled, at his discretion, to amend or relax the Project Site security and/or access requirements to deal with emergencies or other circumstances justifying such amendment or relaxation.
Where the contractor is allocated a construction yard, security will be contractor's responsibility and must comply with the employer's requirements.

Any breach of security must be reported to the Employer immediately.

5.2 People restrictions, hours of work, conduct and records.

Working hours shall be from 07:30 to 16:00, Monday to Friday or as directed by the Employer. Overtime will be approved by an Employer prior to the Contractor working overtime.
The Contractor shall keep records of his people working on the Affected Property. The Employer shall have access to records at any time.

5.3 Health and safety facilities on the Affected Property

The Contractor shall ensure that alternative arrangements are made for possible incidents occurring after normal working hours. Where services are not available from the Eskom Medical Centre, the Contractor shall make alternative arrangements for any medical assistance. Proof of this must be made available in the Principal contractors SHE Plan.

5.4 Environmental controls, fauna & flora

The Contractor shall comply with the safety, health and environmental requirements stated in the ERE SHE Specification.

5.5 Cooperating with and obtaining acceptance of Others

Except as directed by the Employer, the Contractor shall in no way interfere with, remove, adjust or operate plant, materials and/or equipment of or being supplied or operated by Other Contractors.

5.6 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.

5.7 Equipment provided by the Employer

N/A

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

The Employer shall, at his expense, arrange for, develop, and maintain the various facilities and services on site, as applicable. The services and facilities provided by the Employer are listed below:

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

5.8.2 Provided by the *Contractor*

The Contractor shall provide all other services and facilities not mentioned in 5.8.1.

5.9 Control of noise, dust, water, and waste

The Contractor shall comply with the safety, health and environmental requirements stated in the project SHE Specification.

5.10 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.

5.11 Tests and inspections

5.11.1 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.

5.11.2 Materials facilities and samples for tests and inspections

In some instances, the Employer representative may request samples for testing/ inspection.

6. List of drawings

6.1 Drawings issued by the *Employer.*

The site drawings shall be issued by the Employer on request and returned in the same condition once the activity has been completed.

The Provision of Core Technical Services (Mechanical Building Maintenance services) at Property Management Mpumalanga Operating Unit Highveld Zone, on an as and when required basis for a period of 60 months.

SERVICE LEVEL TABLE FOR NEC CLAUSE X17: LOW SERVICE DAMAGES – MECHANICAL MAINTENANCE

No.	Service Area / Activity	Required Service Level / Standard	Measurement / Evidence	Frequency	Low Service Trigger	Low Service Damages
1	Preventative Maintenance	All mechanical plant and equipment to be maintained in accordance with the approved PPM schedule, OEM requirements and contract requirements.	PPM schedule completed job cards, inspection reports, photographs and Facilities Management verification.	Monthly / as per approved PPM schedule	PPM missed, incomplete, poor-quality work or failure to maintain equipment.	R5 000 per incident or R1 000 per affected asset per day until corrected.
2	Reactive Maintenance	Mechanical breakdowns and defects to be attended to within agreed response and completion times.	Work order, call-out register, response-time records and job cards.	As required	Failure to attend within agreed response time or unreasonable delay in restoring equipment.	R5 000 per incident plus R1 000 per day until resolved.
4	Pumps and Mechanical Water Systems	Pumps, motors, valves, pressure systems and associated mechanical components to remain operational and maintained.	Inspection checklist, pressure readings, test results and job cards.	Weekly / monthly as applicable	Equipment failure, abnormal operation, leaks or failure to report defects.	R10 000 per incident or R2 000 per day until corrected.
7	Mechanical Plant and Equipment	All mechanical plant to be maintained in safe, serviceable and operational condition.	Asset register, inspection records, service history and photographs.	Monthly	Defective equipment, overdue maintenance or failure to report deterioration.	R10 000 per incident or R2 000 per asset per day.
8	Leak Detection and Repairs	Water, refrigerant, hydraulic and other mechanical leaks to be identified, reported and repaired within agreed timelines.	Work order, photographs, repair report and inspection record.	As required	Leak not attended to, repeated leak or failure to report.	R5 000 per incident plus R1 000 per day until corrected.
9	Equipment Availability and Resources	Contractor to provide sufficient qualified personnel, tools, test equipment, vehicles, spares and resources to perform the works.	Equipment registers, attendance records, resource plan and supervisor confirmation.	Daily / as required	Work cannot be performed due to insufficient resources, tools or personnel.	R15 000 per incident or R1 000 per day until resources are restored.
10	Technical Staffing and Supervision	Approved competent mechanical personnel and supervisor to be available during agreed working hours.	Attendance register, access records and supervisor reports.	Daily	Supervisor/technician absent, insufficient resources or unauthorised substitution.	R5 000 per incident or R500 per missing resource per day.
11	Breakdown Response and Emergency Callouts	Emergency mechanical failures affecting business operations, safety or critical services to receive priority response.	Call-out register, response records, work orders and completion reports.	24/7 / as contractually agreed	Failure to respond within agreed emergency response time.	R10 000 per incident plus R2 000 per day until restored.
12	Reporting and Communication	Contractor to report defects, breakdowns, safety risks, repeat failures and operational constraints within agreed timelines.	Daily reports, exception reports, emails, work orders and instruction register.	Daily / as required	Late, incomplete or inaccurate reporting.	R5 000 per incident.
13	Housekeeping and Waste Removal	Mechanical work areas to be left clean; removed components, oil, filters, scrap and other waste to be removed and disposed of correctly.	Site inspection, photographs, waste disposal records and job cards.	After every job / continuous	Waste left on site, poor housekeeping or environmental contamination.	R10 000 per incident or R2 000 per day until corrected.
14	Safety, SHE and	All mechanical work to comply with Eskom	SHE inspections, permits, risk	Continuous	Unsafe work, missing	R10 000 per incident, with

	Compliance	SHE requirements, approved method statements, risk assessments, PPE requirements and applicable legislation.	assessments, incident reports and audit findings.		PPE, non-compliance, environmental spill or failure to implement controls.	immediate corrective action or suspension of affected work

Eskom	**Annexure B: Eskom Acknowledgement Form for OHS Legal and Other Requirements**	**Template Identifier**	**240-77471499**	**Rev**	**4**
		Effective Date	**July 2026**		
		Review Date	**July 2031**		

Annexure B: Eskom Acknowledgement Form for OHS legal and other requirements

The contractor may be instructed to provide copies of testimonials/references and the contact detail of clients (including Eskom) for whom the Company has done previous work of a similar nature.

1. The **supplier/contractor/tenderer** shall comply or conform with all applicable legislation, standards, policies, procedures and any other requirements relevant to the services rendered to Eskom, including but not limited to the following:
   a. Occupational Health and Safety Act,1993 (Act No. 85 of 1993), and its Regulations.
   b. Compensation for Occupational Injuries a Diseases Act,1993 (Act No. 130 of 1993), as amended.

Note: Please note that after contract award, it is your responsibility as a contractor to fully align your company's processes to Eskom's OHS requirements (policies, procedures, standards etc).

2. Contractual Penalties shall be enforced on the main supplier for non-compliances or conformances (identified for the main supplier and/or its contractor and/or supplier) to statutory or any other requirements, in particular Eskom OHS requirements.

3. Ensure that all employees (contractors/suppliers) undergo the relevant Eskom induction and their company's induction.

4. Management of Contractor/ Supplier

The main Supplier/Contractor/Tenderer:

a) Shall provide evidence of a documented contractor and supplier selection process, incorporating competency, compliance, and OHS performance requirements
b) Shall notify Eskom prior to the appointment of any contractor or supplier and before the commencement of work
c) Shall ensure that contractors and suppliers have the necessary resources and competencies to execute the work scope
d) Shall be accountable for the management and oversight of its contractors and suppliers, ensuring compliance with all applicable legal, regulatory, contractual, and other requirements applicable to the principal supplier during contract execution
e) Shall implement a programme of audits and assessments to verify contractor and supplier compliance with OHS requirements throughout the execution of the work
f) Shall manage all contractor and supplier (all tiers) non-conformances and non-compliances in accordance with agreed performance and penalty mechanisms, aligned to Eskom processes where applicable

g) Note: Eskom reserves the right to verify any action taken on Contractor/Supplier (all tiers) as per above when deemed necessary

I, the undersigned, hereby acknowledge that I have access to copies of the above-mentioned documents and confirm that I fully understand their contents, as well as the consequences of any non-compliance or non-conformance with the requirements contained therein.

Signed at …… on …….. day of …… 20……...

Company/Supplier Name: ----------

Name of Authorised person (CEO/Director/ Managing Director)

---------- **----------**

Signature **Date**

Witness's Name & Surname

Signature

ANNEXURE C:

No	Unique Identifier	Revision	Document Title
1.	32 - 727	2	**Safety, Health, Environment and Quality (SHEQ) Policy 32-727**  Safety, Health, Environment and Qua
2.	32-136		**Contractor Health and Safety Requirements**  Contractor Health and Safety Requirem
3.	32-520	- 2	**Occupational Health & Safety Risk Assessment Procedure**  Occupational Health & Safety Risk.pdf
4.	32-726	2	**Contract and Contractor OHS Management**  Contract and Contractor OHS Mana
5.	32-95	8	**Environmental, Occupational Health and Safety Incident Management Procedure**  32-95 Occupational Health and Safety In
6.	240-43848327	1	**240-43848327 Employee's Refusal to work in Unsafe Situations**  Employees' Right of Refusal to Work in Un
7.	32-37	3	**1 Management of Substance Abuse in the workplace**  32-37Management of Substance Abuse i
8.	240-62946386	6	**240-62946386 Vehicle and Driver Safety Management Procedure**  240-62946386_Drive r_and_Vehicle_Safety_
9.	Construction Regulation 5		**Appointment letters for Client representative, Principal Contractor & Contractor**  Principal Contractor Appointment.pdf
10.	OHS Act Section 37(2)		**SECTION 37(2) AGREEMENT CONCLUDED BETWEEN**

			Occupational Health and Safety Act Section
11.	**Construction Regulation 4**	**CR 2014**	**Notification of construction work** 240-97789318 Notification of Constr
12	**240-62196227**	**1**	**Life Saving rules** Life-Saving Rules.pdf
13, 14& 15	**34 - 1063**	**0**	**Expanded Public Works Report 34-1063.** 10_34-1063 EPWP Works Instruction.pd 11_EPWP Guidelines Second edition 2005. Eskom EPWP report template rev 7.xlsx
16	**DST 34-961**	**0**	**Legal appointments and authorizations** 13_Legal Appointments and Au
17	**TPC 41-55**		**Transporting persons on back of vehicles** 14_Transporting of Passengers on the ba
18	**LTIR**	**Master**	**Lost time injury report** LTIR Master.xls
19	**2 Contractor Performance Evaluation**	**Master**	PA - Contractors.xlsx
20	**3 Supplier Contract Quality Requirements**	**Master**	QM-58 Supplier Contract Quality Req

The Provision of Core Technical Services (Mechanical Building Maintenance services) at Property Management Mpumalanga Operating Unit Highveld Zone, on an as and when required basis for a period of 60 months.

The contractor is to supply confirmation of access to the Eskom Web in order to access standards, procedures and bulletins. The contractor must supply his access number access number……..
For further details please contact, Johan Scholtz Tel: (011) 629 5624 Fax :086 662 9438 email: scholtjf@eskom.co.za

Acknowledgement by Contractor

I/We, …… do hereby acknowledge having read and understood the above Annexed documents **C3** of this contract.
I/We undertake to study and abide by these requirements at all time.

Signed at: …… on the …….. day of.....20……
Note: Please return the above three pages with the other tender returnables to the Eskom office that issued this enquiry after complying with the above.