

NEC3 Term Service Contract (TSC3)

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

and

for **PROVISION OF BRANDING SERVICES FOR DISTRIBUTION FLEET FOR A PERIOD OF FIVE (5) YEARS AS AND WHEN REQUIRED**

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CONTRACT No.

PART C1: AGREEMENTS & CONTRACT DATA

Contents:

		No of pages
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C1.1 Form of Offer & Acceptance

Offer

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

PROVISION OF BRANDING SERVICES FOR DISTRIBUTION FLEET FOR A PERIOD OF FIVE (5) YEARS AS AND WHEN REQUIRED

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]	

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

Signature(s) .....

Name(s) .....

Capacity .....

For the tenderer:

.....
(Insert name and address of organisation)

Name & signature of witness ..... Date .....

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

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s) .....

Name(s) ....

Capacity ....

for the Employer

.....
(Insert name and address of organisation)

Name & signature of witness ..... Date .....

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

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

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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)*	
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**
10.1	The *Service Manager* is (name):	**[•]**
	Address	**[•]**
	Tel	**[•]**
	e-mail	**[•]**
11.2(2)	The Affected Property is	**None**
11.2(13)	The *service* is	**PROVISION OF BRANDING SERVICES FOR DISTRIBUTION FLEET FOR A PERIOD OF FIVE (5) YEARS AS AND WHEN REQUIRED**
11.2(14)	The following matters will be included in the Risk Register	**1.Service disruption due to system failures, system glitches, or charging platform unavailability. 2. Financial loss resulting from the unavailability of the charging system, transaction platform, or reporting system. 3. Reputational damage arising from prolonged service disruption or failure to meet agreed service levels.**

11.2(15)	The Service Information is in	**Part 3: Scope of Work and all documents 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	**Two (2) weeks**
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	**The Contractor submits a first plan for acceptance within Two (2) weeks of the Contract Date.**
3	**Time**	
30.1	The *starting date* is	**[•]**
30.1	The *service period* is	**Sixty (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	**between the 25th 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	**For contracts valued below R50 000 000 (Fifty Million Rand) including VAT, Eskom is committed to paying Suppliers within 30 days of submission of a tax compliant invoice with a GR number to Eskom Financial Shared Services.** **For contracts valued above R50 000 000 (Fifty Million Rand) including VAT, Eskom is committed to paying suppliers within 60 days of submission of a tax compliant invoice with a GR number to Eskom Financial Shared Services.**
51.4	The *interest rate* is	**the publicly quoted prime rate of interest (calculated on a 365-day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rand.**
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**	**The *Employer* will not provide any Plant & Materials required by the *Contractor* to perform the *service*.**
8	**Risks and insurance**	
80.1	These are additional *Employer*'s risks	**as identified by the Parties to the contract from time to time and recorded in the Risk Register.**
83	Insurance	**Refer to Z clause 12**
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	**Four (4) weeks**
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**	**The escalation is effective 16 months from the base date as per the Procurement Instruction 03 of 2024.**
X1.1	The *base date* for indices is	**One month prior to tender closing date**

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

	The proportions used to calculate the Price Adjustment Factor are:	**proportion** / **Linked to index for** / **Index prepared by** **15%** / **Fixed (Non-adjustable)** **85%** / **Variable** **100%**
X2	**Changes in the law**	
X2.1		**is a compensation event if it occurs after the Contract Date**
X17	**Low service damages**	**Refer to Table A below**
X18	**Limitation of liability**	
X18.1	The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to	**R0.0 (zero Rand)**
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**
X18.3	The *Contractor*'s liability for Defects due to his design of an item of Equipment is limited to	**The greater of** • **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**
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	**for which the *Contractor* is liable under this contract for** **for which the *Contractor* is liable under this contract for** • **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	**24 months after acceptance of the last vehicle in the relevant batch**
X19	**Task Order**	
X19.2	Delay Damages	**Five percent (5%) of the Task Order Value per day from the day of delayed completion until the actual completion of the services, to be capped at the maximum of Ten percent (10%) of the Total Task Order Values**
X19.5	The *Contractor* submits a Task Order programme to the *Service Manager* within	**Seven (7) days of receiving the Task Order**
Z	**The *additional conditions of contract* are**	**Z1 to Z16 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, 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	Loss of or damage to property The replacement cost. Bodily injury to or death of a person 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

Z 12.2 Replace core clause 86 with the following:

Insurance by the *Employer*

86

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

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum 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 affected 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.

Z15 Security Clearance/ Criminal Checks

These clauses are not only, but are especially, applicable for accessing critical infrastructure in terms of the Critical Infrastructure Protection Act, 2019 (previously referred to as National Key Points), but may include other sites, and/or where persons are rendering a service or have given notice of intention to render a service to an organ of state, which service may (1) give him or her access to classified information and intelligence in the possession of the organ of state; or (2) give him or her access to or information concerning areas designated as critical infrastructure.

Z15.1 The Contractor and its subcontractors implement risk and security management processes and measures to mitigate any threats against any premises, installations or sites, systems, or information of the Employer with only persons with criminal verification record security clearance certificates being given access after verification of these and identifying documents by the Employer's security system.

Z15.2 The Contractor provides, at the Contractor's cost, to the Employer, criminal verification record security clearance certificates for each person the Contractor or its subcontractors requires to access any premises, installations or sites, systems, or information of the Employer, with copies of their identifying documents, such as passports, before allowed such access by the Employer. The Employer's refusal to allow access to premises, installations or site/s, systems or information is at the Employer's sole discretion and is not a compensation event.

Z15.3 The criminal verification record security clearance certificates provided are to have been issued by a service provider which is to be a reputable screening company accredited by the South African Police Services, are to be no older than four weeks since issue and valid for as long as each person is required to access premises, installations or sites, systems or information. The Employer may require updated certificates and identifying documents every 26 to 52 weeks, subject to safety and security concerns and the risk rating of the works or services undertaken and/or premises, installations or sites, systems or information.

Z15.4 If any such criminal verification record security clearance certificates is cancelled, withdrawn, invalidated, amended, or expires, or a criminal conviction is noted against any person requiring access, even if an appeal against the criminal conviction has been noted, the Service Manager may instruct the Contractor to ensure that such person leaves the premises, installations or site/s and is blocked from systems and information and the giving of this instruction is not a compensation event.

Z16 Protection of Personal Information Act Compliance

Z16.1 For the purposes of this clause, the terms "Data Subject", "Personal Information", "Processing" and "Regulator" and "Responsible Party" have the meanings given to them in the Protection of Personal Information Act, 2013 ("POPIA").

Z16.2 Each Party acknowledges that it is an independent Responsible Party in relation to the Personal Information processed in terms of this contract ("Shared Personal Information") and that it determines the purposes for which and the manner in which the Shared Personal Information is, or is to be, processed.

Z16.3 Each Party shall always comply with POPIA when performing its obligations under this contract and shall not perform any of their respective obligations under this contract in such a way as to cause the other Party to breach any of that other Party's obligations under POPIA.

Z16.4 Each Party shall ensure that, in respect of all Shared Personal Information provided to the other Party and in respect of the use of that Shared Personal Information under this contract:-

Z16.4.1 all necessary fair Processing notices have been provided to and consents obtained from Data Subjects by that Party, where required, in terms of POPIA, including to specify that the other Party is also a Responsible Party in respect of the Data Subject's Personal Information and to provide a link (for example, https://www.eskom.co.za/about-eskom/website-terms-and-conditions/) to the other Party's Privacy Statement or to include a statement that the other Party's Privacy Statement can be found on the other Party's corporate website; and

Z16.5 If either Party receives any complaint, notice or communication from the Regulator which relates directly to:

Z16.5.1 the other Party's Processing of the Shared Personal Data; or

Z16.5.2 a potential failure by the other Party to comply with POPIA in respect of the activities of the Parties under or in connection with this contract,

it shall, to the extent permitted by law, promptly notify the other Party and provide such information as it shall reasonably request in that regard.

Z16.6 If a Data Subject makes a written request to either Party to exercise any of their rights under POPIA, the receiving Party shall respond to that request in accordance with POPIA. To the extent the request concerns Processing of Shared Personal Information undertaken by the other Party, the receiving Party shall:

Z16.6.1 promptly and without undue delay forward the request to the other Party; and

Z16.7 Each Party acknowledges that the other Party may disclose Shared Personal Information to any Regulator or law enforcement authority with jurisdiction to request access to the Shared Personal Information.

Z16.8 Neither Party discloses or otherwise makes available the Personal Information to any third party (including sub-contractors, but excluding its authorised employees who require access to such Personal Information strictly in order for the Parties to carry out their obligations pursuant to this contract), unless a Party has provided, to a requesting Party, its prior written consent to do so, and the requesting Party has submitted to the other Party (consenting Party), to its satisfaction, a copy of a written contract or undertaking that the requesting Party has entered into with a third party for the protection of Personal Information of the Data Subjects or unless there is an applicable exemption in terms of the law to process or further process the personal information.

Z16.9 The requesting Party indemnifies and holds harmless the consenting Party and its staff, successors, cessionaries, delegates, and assigns, from any and all losses, costs, expenses and damage, as well as penalties and fines arising from the requesting Party's non-compliance with the provision of any relevant legislation applicable to Personal Information or data protection, as well as damage to the consenting Party's
reputation and costs of compliance as directed by the Regulator, including but not limited to publication of the data breach.

X17 LOW SERVICE DAMAGES TABLE A

Note: Option X17 is included. The applicable Service Levels and Low Service Damages will be stated in the Scope before issue of the final contract documents.

Service Measure	Target Standard	Low Service Damages (per failure)
Completion of branding	100% within agreed programme	Failure to complete within agreed timeframe R___ per vehicle per day of delay Project schedule and vehicle completion register
Branding specification	100% compliant with approved artwork	Incorrect/non-compliant branding R___ per vehicle Inspection against approved artwork
Turnaround Time	Maximum____hours per vehicle	Vehicle exceeds agreed turnaround R___ per vehicle per additional hour/day Vehicle intake and release records
Quality	Zero material defects	Defective applications require rework R___ per vehicle Quality inspection
Rectification	Within Two (2) business days	Failure to rectify within timeframe R___ per vehicle per day Defect and rectification register
Vehicle condition	No damage attributable to supplier	Damage caused during branding Cost of repair and/or R___ pre-and post-work inspection

C1.2 Contract Data

Part two - Data provided by the *Contractor.*

Notes to a tendering contractor:

1. Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)[4] in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
3. Where a form field like this [ ] appears, data is required to be inserted relevant to the option selected. Click on the form field ***once*** and type in the data. Otherwise complete by hand and in ink.

Clause	Statement	Data
10.1	The *Contractor* is (Name): Address Tel No. Fax No.	
11.2(8)	The *direct fee percentage* is The *subcontracted fee percentage* is	
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the *Contractor*'s plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications: Experience:	

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

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	**Part 2: C2.2**
11.2(19)	The tendered total of the Prices is	

Part 2: Pricing Data

TSC3 Option A

Document reference	Title	No of pages
	This cover page	1
C2.1	Pricing assumptions: Option A	2
C2.2	The *price list*	2
	Total number of pages	5

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.

4.1. Format of the *price list*

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

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

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

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

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

C2.2 the price list

NOTES:

- Transaction Handling Fee (Commission) will be fixed for 16 months from the base date as per the Procurement Instruction 03 of 2024 (base date is one month prior to tender closing date), thereafter 15% will be fixed and firm and the remaining 85% will be subject to escalation using SEIFSA Table D-4 (Consumer Pricing Index).

Item No.	Description	Vehicle Category	Unit	Rate for the Removal of Branding	Rate for the manufacture, supply, installation of branding
1	EV Panel Van HOW	EV PV4 HOW	Each		
2	EV Truck HOW	EV T1C HOW	Each		
3	EV Sedan	EV S2	Each		
4	EV LDV 4x4 Double Cab	EV L12	Each		
5	EV Mini Bus	EV Mini Bus	Each		
6	EV Panel Van	EVP1 Panel Van	Each		
7	EV Panel Van	EV P2 Panel Van	Each		
8	EV Panel Van	EVPV4 Panel Van	Each		
9	Diesel Mobile Generator	Diesel MB Gen	Each		
10	Panel Van HOW	ICE PV4 HOW	Each		
11	Sedan	S2	Each		
12	Panel Van	P1	Each		
13	Panel Van	P2	Each		
14	4x2 LDV Single Cab	L8	Each		
15	4x4 LDV Single Cab	L9	Each		
16	4x2 LDV Double Cab	L11	Each		
17	4x4 LDV Double Cab	L12	Each		
18	4x4 LDV Single Cab For PML	L13	Each		
19	4x2 LDV Extended Cab	L14	Each		
20	4x4 LDV Extended Cab	L15	Each		
21	4x4 Single Cab 3L	L16	Each		
22	4x2 Single Cab 3L	L17	Each		
23	4x2 Double Cab 3L	L18	Each		
24	4x4 Double Cab 3L	L19	Each		
25	4x2 Extended Cab 3L	L20	Each		
26	4x4 Extended Cab 3L	L21	Each		
27	Mini Bus 9 seater	M2	Each		
28	Mini Bus 10 seater	M3	Each		
29	Minibus 14 Seater	M5	Each		
30	Panel Van Standard Roof	PV1/PV3	Each		

Item No.	Description	Vehicle Category	Unit	Rate for the Removal of Branding	Rate for the manufacture, supply, installation of branding
31	Panel van High Roof	PV2/PV4	1		
32	Light Truck 4x2 >3500 <5300kg GVM Double Cab	T1ADC	1		
33	Light Truck 4x2 >3500 <5300kg GVM Double Cab	T1A/T1B/T1C	1		
34	Medium Truck 4x2 > 7500 < 12000 kg GVM	T2	1		
35	Heavy Truck 4x2 >15000 <17000kg GVM	T3	1		
36	Light Truck 4x4 Dual Wheel Application	T4AD	1		
37	Light Truck 4x4 Single Wheel Application	T4AS	1		
38	Light Truck Double/Cab 4x4 Dual Wheel Application	T4AD DC	1		
39	Light Truck 4X4 >7000<=13000KG GVM (Dual wheel application)	T4BD	1		
40	Light Truck 4X4 >7000<=13000KG GVM (Single wheel application)	T4BS	1		
41	Medium Truck 4x4 >13000 <16000 GVM (Dual wheel application)	T5AD	1		
42	Medium Truck 4x4 >13000 <16000 GVM (Single wheel application)	T5AS	1		
43	Medium Truck 4x4 >16000 <19000GVM (Dual wheel application)	T5BD	1		
44	Medium Truck 4x4 >16000 <19000GVM (Single wheel application)	T5BS	1		
45	Heavy Truck 6x4 >17000 <26000 GVM	T6	1		
46	Heavy Truck 6x4 >26000 GVM	T7	1		
47	Truck Tractor 4x2 >17000Kg <41000Kg GCM	T8	1		
48	Tipper Truck 4x2 15000Kg GVM	T8T	1		
49	Truck Tractor 6x4 >28000 <75000 GCM	T9	1		
50	Abnormal Truck Tractor 6x4 >85000 GCM	T10	1		
51	Heavy Truck 6x6 26000 GCM (Single Wheel/Double application)	T11	1		
52	Heavy Truck 6x4 26000 GCM (Single/Double Wheel application)	T12	1		
53	Truck 8x8 Construction vehicle >28000 kg GVM (Tipper chassis or concrete mixer chassis)	T13	1		
54	Delivery (Applicable for delivery from Supplier Premises to Eskom Site only)		KM		

The total of the Prices [ ]

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	*Employer*'s Service Information	16
	Total number of pages	17

C3.1: EMPLOYER'S SERVICE INFORMATION

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1. Description of the *service*

1.1 Executive summary

The general scope is for the design, manufacture, supply, installation, maintenance, and removal of vehicle branding on multiple vehicle categories for Dx vehicles across the country. Service will be rendered on an as-and-when-required basis to support operational demands across Eskom Dx OUs, for a period of five (5) years.

1.2 *Employer*'s requirements for the *service*

1. Introduction

Eskom Distribution (Dx) owns and manages a Fleet of over 13000 vehicles and equipment. They operate nationally across all provinces. The initiative to rebrand Dx vehicles, forms an integral part of the organisation's broader strategic positioning. Organisations like Eskom require consistent and compliant vehicle branding to meet corporate identity standards and regulatory visibility obligations. With the new

branding high-quality materials and good workmanship (e.g., vinyl wraps, reflective graphics) that can withstand harsh environmental and operational conditions is a necessity.

2. Objectives

- Ensure consistent and standardised corporate brand visibility across Dx vehicles.
- Improve fleet identification and operational visibility.
- Promote a professional and uniform representation of Eskom Dx vehicles across the country.
- Enable clear differentiation of internal combustion engine (ICE) and electric vehicles (EV).
- Ensure the application of durable, high-quality branding materials suitable for varying environmental conditions

3. Scope of Services

3.1. General Scope

The general scope is for the design, manufacture, supply, installation, maintenance, and removal of vehicle branding on multiple vehicle categories for Dx vehicles across the country. Service will be rendered on an as-and-when-required basis to support operational demands across Eskom Dx OUs, for a period of five (5) years.

3.2. Service Delivery Requirements

3.2.1. Design and Approval

- Ensure designs as per the Eskom Dx requirements.
- Comply to branding artwork standards as developed to align with Eskom
- Corporate Identity (CI).
- Adapt branding designs to suit various vehicle categories.
- Incorporate all branding elements and identifiers.
- Strictly adhere to Eskom corporate colours and visual identity guidelines.
- Submit all designs to Eskom Corporate Affairs Department (CAD) for review and formal approval.
- Note that the design concepts in this SOW should serve as a guide on the EV and ICE brand application. Open files where available will be shared once the PO is awarded, but the brand application will have to be adjusted as per the vehicle make and model.
- To ensure alignment and consistency, it is important to obtain approval from the relevant Corporate Identity (CI) representative in the area that will conduct an on-site inspection.
- The brand application should always align with the approved artwork and Corporate Identity standards as per the new Eskom fleet livery.

3.2.2. Manufacturing and Materials

- Produce high-quality vinyl decals that are UV-resistant, heat-resistant, and weather resistant.
- Use approved materials that ensure long-term durability and colour retention.
- Incorporate reflective safety materials where required for visibility and compliance.
- Ensure standard Eskom decals and fleet identifiers are accurately produced.

3.2.3. Installation and Application

- Perform professional installation across all Dx fleet vehicles.
- Ensure precise, bubble-free application of all decals and wraps.
- Apply half-wrap branding solutions across different vehicle types.
- Install:
    - Vinyl logos
    - Vinyl logos on magnetic backgrounds
    - Emergency stickers
    - Reflective vehicle licence plate numbers on vehicle roofs

- Ensure charging port visibility markings, without obstructing functionality.
- Protect all vehicle components during application, including:
    - Paintwork
    - Sensors
    - EV systems

3.2.4. Removal and Replacement

- Safely remove outdated or damaged branding without damaging vehicle surfaces.
- Replace or update branding as required.

3.2.5. Quality Assurance and Compliance

- Ensure full adherence to Eskom CI standards at all times.
- Conduct post-installation inspections to ensure quality and compliance.
- Rectify any defects or inconsistencies promptly.
- Maintain a consistent standard of workmanship across all installations.

3.2.6. Material Specification (Materials design should be robust)

- Blue material
- Eskom CI colour Pantone 287 on CI spec sheet
- High intensity Prasmatic reflective / luminance
- Minimum 200 - 400 micron
- High quality like used in Traffic control signs
- Weatherproof
- Self-adhesive
- Service life: 10 years
- High scratch resistance
- Resistant to solvent and chemical
- pMMA resin
- Adhesive: Solvent Polycrylate
- Security feature requirement, which will be imbedded watermark

Expected Turnaround Times

Activity	**Turnaround Time**
Design approval	**3–5 working days**
New branding	**48–72 hours**
Rebranding	**48 hours**
Emergency work	**24–48 hours**
Removal of branding	**48 hours**

3.3. Decal Sizes and positioning (Vinyl logo application for vehicles)

These sizes are mandatory unless otherwise specified. The below pictures are some of the types of vehicles that are in the Dx Fleet pool of vehicles.

The identity application to all types of motor vehicles, including heavy vehicles, has been standardised to two sizes:

- Size 1: 105 mm in height (used for most fleet vehicles)
- Size 2: 300 mm in height (used for Trucks)

1. Size 1 (I05 mm in height)

Refere to Scope of Work

2. Size 2 (300 mm in height)

Refere to Scope of Work

All vehicle markings from manufacturers (e.g., sub-brands) must be removed so they do not overshadow the Eskom corporate signature.

Decal Positioning and Application to Vehicle Doors

Step I

In determining the position of the decal, the door on the driver's side must be measured first, as the position of the door handle may influence the final position of the decal on the passenger door.

Step 2

Divide the space between the bottom ledge of the side window and the beading strip/contour of the door panel into two. The decal is positioned as close as possible to this middle line. If there is no beading strip or contour on the body of the door, position the decal at a visually appealing position on the door.

Step 3
Place the blue band of the decal at the leading edge of the door on the passenger side and on the trailing edge of the door on the driver's side.

Step 4

Ensure that the blue band of the decal extends a few millimetres past the edges of the door.
There must be no base white visible at the edge.

Refere to Scope of Work

4. Other Requirements

Due to the different makes and models of vehicles which includes LDV, Sedan, Trucks, Trailers, Panel-vans and minibuses, the final brand application design must be adapted for the different type of vehicles. This design must be submitted for approval to the Eskom contract manager, before any manufacturing of the product.

One prototype vehicle must be fitted with the branding and be approved by Eskom Fleet Services department. If standard is not met, the prototype must be re-designed and applied to the vehicle for inspection and approval before work commences with the rest of the vehicles

Fig 1. Vinyl Logo Refere to Scope of Work

Vehicle Category (Examples of Eskom Branding designs)
EV Truck HOW: Refer to below visual example

Refere to Scope of Work

5. Warrantees/Guarantees

- All services supplied in terms of this contract are required to have a warrantee/guarantee which is to be effective on the date that Eskom Dx take possession of the vehicle.
- The warrantee/guarantee must be valid in accordance with the quality standards.
- Full details of the branding warranties/guaranties must be provided electronically and printed as part of the bid submission.
- The service provider guarantees that the items supplied under the contract are new and unused.
- Eskom Dx Fleet office must be informed if the ordered service is damaged while in transit.
- Eskom Dx retains the right to take delivery or refuse to take delivery of any branded vehicle once it was damaged.
- The successful bidder will be required to provide Eskom with documentation or certification confirming the warrantee.

6. Relevant Statistics and Estimated Quantities

Please note that the statistics and quantities provided in this document are indicative estimates only and are intended solely to assist with the preparation of this tender. Actual volumes may vary based on operational requirements and fleet changes. Accordingly, the figures provided shall not be construed as binding commitments but as reasonable estimates for tender evaluation and planning purposes.

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
LDV	Light delivery vehicle
NRTA	National road traffic act
DX	Distribution Division
OU	Operating Unit
CI	Corporate Identity
CAD	Corporate Affairs Department
HOW	Hubs on Wheels
PML	Pedestal Monted Ladder
ICE	Internal Combustion Engine
EV	Electric vehicle

2 Management strategy and start up.

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

The potential Service Provider to have proper infrastructure to provide service required including and not limited to:

.

2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	As required.	Eskom Offices	Employer, contractor and stakeholders
Overall contract progress and feedback	Monthly on 25th at	Eskom Offices	Employer, contractor and stakeholders

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* supplies all the contact details and responsibilities of each person involved with this contract and indicate the line of authority on an organogram. He indicates the methodology of work execution and responsibilities of each person involved with the Compressor maintenance.

Where the *Contractors* site representative worked through the night, sick leave, annual leave or any other reason for not being on site, *contractor* will be required to ensure that a replacement or cover is available for the site activities and manages these periods and informs the *Service Manager* of his plans.

2.4 Documentation control

All contractual communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the e mail itself.

All correspondence is to be addressed to the *Service Manager* with a chronological numbering system.

2.5 Invoicing and payment

The Service Provider must send monthly invoices to Eskom of commissions deducted from daily settlements/collections

The *Service Provider* shall address the tax invoice to the relevant Eskom official 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)

2.6 Contract change management.

Any verbal communication must be backed up with written instructions.

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

Both Service Provider and Employer (Eskom SOC Ltd) shall keep all contract-related documents.

2.8 Insurance provided by the *Employer.*

Refer to the Z 12 clause of Part One- Data provided by Employer

2.9 Training workshops and technology transfer

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

2.10 Design and supply of Equipment

Applicable

2.11 Management of work done by Task Order

3 Work is to be done in accordance with the written Task Order issued by the *Employer.*
4 All work done is valued in accordance with the Price List unless otherwise specified. Actual quantities will be determined where applicable based on the requirements of each Task Order. The *Contractor* provides all necessary information required by the *Employer* to determine the cost at the assessment date for monthly costs and for each Task Order.

5 Health and safety, the environment and quality assurance

5.1 Health and safety risk management, the environment and quality assurance

5.1.1 Health and safety risk management

Not applicable

5.1.2 Environmental constraints and management

Not applicable

5.1.3 Quality assurance requirements

The *Contractor* Quality Management (SQM) Specification_240-105658000 (QM 58), Category 2 Quality requirements shall apply for this contract, and for the entire duration, as follows:

The *Contractor* shall have a developed, implemented and maintained QMS that complies with ISO 9001 standard or any applicable standard of quality management system (the latest applicable revision). Therefore, the *Contractor* can either be certified with a valid ISO 9001 certificate that covers the technical scope of this project or must demonstrate and provide objective evidence of a documented QMS that complies with ISO 9001 requirements.

The QMS should drive the supplier's business management processes to ensure that all of Eskom's requirements are fully met on a consistent basis.

The *Contractor* must develop a Contract Quality Plan (CQP) specific to the scope of work/ technical specification (Ref to ISO 10005 standard: Quality Management – Guidelines for Quality Plans). The CQP must be reviewed and approved within 30 days after contract award.

The *Contractor* must develop a Quality Control Plan (QCP)/ Inspection and Test Plan (ITP) specific to the scope of work/ technical specification (Ref to ISO 10005 standard: Quality Management – Guidelines for Quality Plans). The QCP/ ITP must be reviewed and approved within 30 days after contract award.

6 Procurement

6.1 People

6.1.1 Minimum requirements of employed people.

6.1.2 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.

6.1.3 Supplier Development, Localisation and Industrialisation (SDL&I) undertaking.

SDL&I Objectives in line with 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 submit/s 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

6.1.4 Local Procurement Content

Local Procurement Content" refers to value added in South Africa by South African resources. Where a single contract involves a combination of local and imported goods and/or services, the tender response must be separated into its components as per the Price Schedule included with the tender documents. Local procurement content is total spending minus the imported component, **and it is 100%.**

Procurement spends on entities with a minimum 51% black ownership
The winning tenderer is encouraged to procure/spend on designated groups on the following paid invoices for both:

- the indirect expenses (e.g. overheads) on goods and services supplied to the contractor/supplier by designated groups; and
- direct spend on goods and services supplied by the subcontractors for the execution of the scope of work.

Activities, as a proportion of the local procurement content, which may be subcontracted to designated black owned enterprises must be submitted in a table below.

Procurement from Designated Group	Eskom Target	Tenderer Proposal
Black Owned	4.0%	
Black Women Owned	3.0%	
Black Youth Owned	2.0%	
Black Persons with Disability	1.0%	

6.1.5 Skills Development

Tenderers are required to submit proposals in a table below for developing the skills of unemployed candidates South Africans over the contract period. **Skills development initiatives must be aligned to the scope of work, which includes the design, manufacture, supply, installation, maintenance and removal of vehicle branding.**

The successful tenderer shall develop skills of unemployed South Africans over the five-year contract period through accredited and/or structured workplace-based training programmes related to vehicle branding, signage production, digital printing, installation, maintenance, quality control and project coordination.

Skills to be developed over the five-year contract period						
Province	**Total estimated vehicles**	**Skills Target Over 5 Years**	**Recommended Skill Type / Occupation**	**Skills Development Focus**	**Tenderer's proposal**	
					Skill type / occupation	**Number of skills**
Free State	697	2 skills	Vehicle Branding / Signage Application Assistant	Surface preparation, vinyl handling, application assistance, safety, tools and basic quality awareness.		
KwaZulu Natal	1 308	4 skills	Junior Vehicle Branding Installer / Signage Applicator	Decal positioning, vinyl application, signage removal, installation tools and quality checks.		
Northern Cape	453	3 skills	Vehicle Branding Installer / Signage Applicator	Vehicle branding installation, measuring, alignment, vinyl application, defect identification and rework control.		
Eastern Cape	901	4 skills	Signage Applicator / Digital Print Production Assistant	Signage installation, print preparation, laminating, cutting, finishing and quality checks.		
Western Cape	826	4 skills	Digital Print Production	Digital print operation, colour		

			Operator / Vehicle Branding Installer	accuracy, vinyl cutting, print finishing and installation quality assurance.		
Northern Cape	904	5 skills	Graphic Design Assistant / Artwork Preparation Assistant	Artwork layout, brand application, print file preparation, design software use and proof checking.		
Mpumalanga	1 115	6 skills	Graphic Designer / Digital Print Production and Quality Control Technician	Artwork preparation, colour management, print workflow control, signage specifications and quality compliance.		
Gauteng	1 718	8 skills	Senior Vehicle Branding Installer / Production Quality Controller	Complex installation, team supervision, production quality control, site readiness, final inspection and snag-list management.		
Limpopo	1 413	8 skills	Graphic Design, Digital Print Production and Signage Installation Supervisor	End-to-end production supervision, artwork approval, production management, installation oversight, quality assurance and learner mentoring.		

The skills development candidates must be South African citizens and should, where reasonably possible, be sourced from provinces where the services will be rendered. The composition of candidates should be representative of South Africa's demographics, with preference given to youth, women and persons with disabilities.

At least **60% of the candidates shall be youth**, **40% shall be women**, and all candidates shall receive formal proof of training completion, such as certificates of attendance, statements of results, competency certificates or SETA-recognised proof of participation, where applicable.

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.

6.1.6 Job Opportunities

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

Jobs to be created and retained over the five-year contract period						
Province	**Total estimated vehicles**	**Jobs Target Over 5 Years**	**Target for type of Jobs to be created**		**Tenderer's proposal**	
			Type of Jobs to be Created	**Job Creation Focus**	**Type of jobs to be created/retained**	**Number of Jobs to be created/retained**
Free State	697	2 jobs	Signage Application Assistant; General Branding Assistant	Entry-level support for preparation, material handling, installation assistance, cleaning and quality checks.	Created: Retained:	Created: Retained:
KwaZulu Natal	1 308	4 jobs	Junior Signage Applicator; Vehicle Branding Installer; Vinyl Application Assistant	Operational jobs for decal positioning, vinyl application, signage removal, vehicle preparation and installation quality checks.	Created: Retained:	Created: Retained:
Northern Cape	453	3 jobs	Vehicle Branding Installer; Signage Applicator; Installation Support Assistant	Installation, alignment, vinyl application, defect correction and site support.	Created: Retained:	Created: Retained:
Eastern Cape	901	5 jobs	Signage Applicator; Digital Print Production Assistant; Print Finishing Assistant; Quality Checker	Installation, print preparation, laminating, cutting, finishing, packaging and routine quality control.	Created: Retained:	Created: Retained:
Western Cape	826	5 jobs	Digital Print Production Operator; Vehicle Branding Installer; Print Finishing Operator; Quality Control Assistant	Digital print operation, vinyl cutting, print finishing, installation quality assurance and production support.	Created: Retained:	Created: Retained:
Northern Cape	904	6 jobs	Graphic Design Assistant; Artwork Preparation Assistant; Digital Print Operator; Signage	Artwork layout, print file preparation, digital print production, installation support and quality checks.	Created: Retained:	Created: Retained:

			Applicator; Quality Checker			
Mpumalanga	1 115	7 jobs	Graphic Designer; Artwork Preparation Technician; Digital Print Production Operator; Vehicle Branding Installer; Quality Control Technician; Production Coordinator	Design, artwork approval, print workflow control, colour management, installation delivery, coordination and quality compliance.	Created: Retained:	Created: Retained:
Gauteng	1 718	10 jobs	Senior Vehicle Branding Installer; Production Quality Controller; Digital Print Operator; Installation Team Leader; Print Finishing Operator; Site Coordinator	Complex installation, team supervision, print production, quality control, coordination, final inspection and rework management.	Created: Retained:	Created: Retained:
Limpopo	1 413	10 jobs	Graphic Design Supervisor; Digital Print Production Supervisor; Signage Installation Supervisor; Quality Assurance Officer; Production Planner; Learner Mentor	Production supervision, artwork approval, planning, installation oversight, quality assurance, learner mentorship and reporting.	Created: Retained:	Created: Retained:

SDL&I Penalty and Performance Security

Eskom will apply a penalty of 2.5% of the Contract 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.

6.2 Subcontracting

Subcontracting is mandatory on contracts above R30 million and is a condition for contract award.
Tenderers shall subcontract a minimum of 30% of the contract value to the following designated groups:

- an EME or QSE which is 51% owned by black people living in rural or underdeveloped area or townships.

NOTE 1: Tenderers shall submit the following mandatory returnable for Subcontracting:

- Subcontracting agreement signed by both with subcontractors' company registration documents (CK and B-BBEE certificate or sworn affidavit) or
- Copies of sub-contracting contracts (agreements) or copies of letters from the tenderer to the sub-contractors, stating the intent to sub-contract. The Tenderer should sign both documents and the Sub-contractor(s) earmarked.

Potential scope to be subcontracted and/or outsourced for **Mpumalanga, Limpopo and Gauteng provinces**

- Regional vehicle branding installation, fitment, inspection, repair and removal services.
- Supply of locally sourced signage consumables, application tools, cleaning materials, minor logistics, site support and quality assurance activities.

Participating tenderer/s are required to populate the sub-contracting information on the table below:

Sub – contractor details:

Name of contractor / Contractors	
Proposed Scope of work to be performed by sub-contractor	
% **Subcontracting**	
Subcontractor BBBEE Status Level	
Contact person	
Telephone number	
E-mail address	

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

6.2.1 Correction of defects

Applicable.

7 Working on the Affected Property

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

Applicable

8Tests and inspections

8.1 Description of tests and inspections

Applicable

9 List of drawings

9.1Drawings issued by the *Employer.*

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

Drawing number	Revision	Title
N/A		