NEC3 Term Service Contract (TSC3)

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

and
(Reg No_____)

for **Provision of Substation Facility Maintenance Contract for Gauteng Cluster for a period of 36 months on an "as and when" required basis**

Contents:		**No of pages**
Part C1	**Agreements & Contract Data**	**19**
Part C2	**Pricing Data**	**9**
Part C3	**Scope of Work**	**12**

CONTRACT No. **[Insert at award stage]**

PART C1: AGREEMENTS & CONTRACT DATA

Contents:

		No of pages
C1.1	Form of Offer and Acceptance	3
	[to be inserted from Returnable Documents at award stage]	
C1.2a	Contract Data provided by the *Employer*	11
C1.2b	Contract Data provided by the *Contractor*	2
	[to be inserted from Returnable Documents at award stage]	
C1.3	Proforma Guarantees	3

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 Substation Facility Maintenance Contract for Gauteng Cluster for a period of 36 months on an "as and when" required basis

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	**Rates only**
	Sub total	**Rates only**
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is[1]	**Task order based**
	Rates based contracts\ as per Task Order amount	

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

Signature(s) .....

Name(s) .....

Capacity .....

For the tenderer: .....

(Insert name and address of organisation)

Name & signature of witness .....

Date .....

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

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s) .....

Name(s) ....

Capacity ....

for the Employer Eskom Holdings SOC Limited
2 Maxwell Drive
Sunninghill, Sandton
Johannesburg
(Insert name and address of organisation)

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

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

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

Note:

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

No.	Subject	Details

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

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

	For the tenderer:	**For the Employer**
Signature		
Name		
Capacity		
On behalf of	*(Insert name and address of organisation)*	*(Insert name and address of organisation)* Eskom Holdings SOC Limited 2 Maxwell Drive Sunninghill, Sandton Johannesburg
Name & signature of witness		
Date		

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Completion of this data in full, according to the Options chosen, is essential to create a complete contract.

Clause	Statement	Data
1	**General**	
	The *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
		X4: Parent company guarantee
		X13 Performance Bond
		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.	**[●]**
	Fax No.	**[●]**
10.1	The *Service Manager* is (name):	
	Address	
	Tel	
	Fax	

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

	e-mail	
11.2(2)	The Affected Property is	**Gauteng Cluster**
11.2(13)	The *service* is	**Provision of Substation Facility Maintenance Contract for Gauteng Cluster - on an "as and when" required basis**
11.2(14)	The following matters will be included in the Risk Register	**Community Strikes** **Vandalism**
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	**As per the Task Order requirements**
3	**Time**	
30.1	The *starting date* is.	
30.1	The *service period* is	**3 Years**
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 15th and 20th 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	**30 Days for projects below R50 Million and 60 Days for projects R50 Million and above**
51.4	The *interest rate* is	
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	**None**
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	**Two 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).**
	Address	**[●]**
	Tel No.	**[●]**
	Fax No.	**[●]**
	e-mail	**[●]**
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	**Midrand, 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	
	The proportions used to calculate the Price Adjustment Factor are:	**proportion** / **linked to index for** / **Index prepared by** **50%** / **C3-Labour** / **SEIFSA** **10%** / **D2 - CPI** / **SEIFSA** **10%** / **EB -Steel bars** / **SEIFSA** **10%** / **G1- Building and Construction Material by type of service** / **SEIFSA** **5%** / **Transport** / **SEIFSA** **15%** / **non-adjustable** **100**
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.**
X4	**Parent company guarantee**	**There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.**
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	**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	**12 months 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 days of receiving the Task Order**
Z	**The *additional conditions of contract* are**	**Z1 to Z14 always apply.**

Z1 Cession delegation and assignment

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

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

Z2 Joint ventures

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

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

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

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

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

Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager*

within thirty days of the notification or as otherwise instructed by the *Service Manager*.

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

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

Z4 Confidentiality

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

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

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

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

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the

execution of the *service*; and

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

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

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

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

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

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

Z8 Notifying compensation events

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

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

Z9 *Employer's* limitation of liability

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

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

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

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

Z11 Ethics

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

Affected Party means, as the context requires, any party, irrespective of whether it is the *Contractor*

or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

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

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

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

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

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

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

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

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

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

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

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

Z12 Insurance

Z_12_.1 Replace core clause 83 with the following:

Insurance cover 83

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

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

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the *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 insurance stated in the Insurance Table B

INSURANCE TABLE B

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

C1.2 Contract Data

Part two - Data provided by the *Contractor*

[Instructions to the contract compiler: (delete this notes before issue to tenderers with an enquiry) Whenever a cell is shaded in the left hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

Notes to a tendering contractor:

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

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

Clause	Statement	Data
10.1	The *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	

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

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**

C1.3 Forms of Securities

Pro formas for Bonds & Guarantees

For use with the NEC3 Term Service Contract (TSC3)

[Note to contract compiler:
Once it has been decided which securities are required for this contract delete from this file the ones not required, revise the notes below accordingly and delete this note.]

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Options:

Option X4: Parent company guarantee
Option X13: Performance Bond

Each of these secondary Options requires a bond or guarantee "in the form set out in the Service Information". Pro forma documents for these bonds and guarantees are provided here for convenience but are to be treated as part of the Service Information.

The *Contractor* shall guarantee his ASGI-SA Obligations by providing the *Employer* with an ASGI-SA Guarantee in the form provided here.

[Note to contract compiler: If there are no ASGI-SA Obligations in this contract, delete the above statement and the ASGI_SA bond]

The organisation providing the bond / guarantee does so by copying the pro forma document onto his letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

Pro forma Parent Company Guarantee (for use with Option X4)

(to be reproduced exactly as shown below on the letterhead of the Contractor's Parent Company)

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg Date:

Dear Sirs,

Parent Company Guarantee for Contract No

With reference to the above numbered contract made or to be made between

Eskom Holdings SOC Ltd (the *Employer*) and

{Insert registered name and address of the *Contractor*} (the *Contractor*), for

{Insert details of the *works* from the Contract Data} (the *works*).

I/We the undersigned .....

on behalf of the *Contractor*'s parent company .....

of physical address .....

and duly authorised thereto do hereby unconditionally guarantee to the *Employer* that the *Contractor* shall Provide the Service in accordance with the above numbered Contract.

1. If for any reason the *Contractor* fails to Provide the Service, we hereby agree to cause to Provide the Service at no additional cost to the *Employer*.

2. If we fail to comply with the terms of this Deed of Guarantee, the *Employer* may itself procure such performance (whether or not the Agreement be formally determined). The *Employer* is to notify us and we shall indemnify the *Employer* for any additional cost or expense it incurs.

3. Our liability shall be as primary obligor and not merely as surety and shall not be impaired or discharged by reason of any arrangement or change in relationship made between the *Contractor* and the *Employer* and/or between us and *Contractor*; nor any alteration in the obligations undertaken by the *Contractor* or in the terms of the Agreement; nor any indulgence, failure, delay by you as to any matter; nor any dissolution or liquidation or such other analogous event of the *Contractor*.

4. The *Employer* shall not be obliged before taking steps to enforce the terms of this Deed of Guarantee to obtain judgement against the *Contractor* in any court or other tribunal, to make or file any claim in liquidation (or analogous proceedings) or to seek any remedy or proceed first against the *Contractor*.

5. This Deed of Guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa and we hereby submit to the non-exclusive jurisdiction of the High Court of South Africa.

Signed at _____ on this _____ day of _____ 200_

Signature(s)		
Name(s) (printed)		
Position in parent company		
Signature of Witness(s)		
Name(s) (printed)		

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	2
C2.2	The *price list*	**[●]**

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*

Preliminaries & General						
Item	**Reference Drawing**	**Description**	**Unit**	**Rate**	**QTY**	**Total**
		Every Invoice to be signed and verified by Quantity Surveyor for payment.				
1		**Site Establishment**				
1.1		Overheads for project (This includes Office Overheads, Administration Costs, and contract management etc.) Total Labour Value	%		R	R
1.2		Health and Safety Management, OHSA appointments, PPE, Quality management, Environmental Management & site maintenance etc. Total Labour Value	%		R	R
1.3		Security as when required according to project requirements (prior to approval)	Week			R
		TOTAL				**R**

CIVIL WORK						
Item No.	**Standards**	**Description**	**Units**	**QTY**	**Material Rates**	**Labour Rates**
1		**TRENCHING**				
1.1		**Cable Trench**				
1,1,2	D-CT 22 S1C R0	Excavate by hand Control Cable Trench 600 x 400 mm	m^3			
1.2		**Concrete Cable Trench**				
1.2.1	D-DT 5245 S1	Single	M			
1.2.2	D-DT 5245 S1	Double	M			
1.3		**Earth mat Cable Trench**				
1.3.2	D-DT 0854 S1-8 R8	Excavate ±450mm x 1m Natural Cable Trench	m^3			
1.4		**Trench Covers Supply**				
1.4.1		**Concrete Cable Cover**				
1.4.1.1	D-DT 5245 S2 R0	Single	EA			
1.4.1.2	D-DT 5245 S2 R0	Double	EA			

1.4.1.3	D-CT 22 S1C R0	Concrete Trench Cover	EA			
2	**FENCING**	**Maintain and repair FENCING**			**Material**	
2.1	D-DT-5237 s1A r1	BOUNDARY FENCE STEELWORK MANUFACTURING DETAILS AND ASSEMBLY	m			
2.2	D-DT-5237 s2A r0	SECURITY FENCE 1.8M STEEL POST & DIAMOND MESH WITH NO OVERHANG SECTION AND DETAILS	m			
2.3	D-DT-5237 s2B r0	SECURITY FENCE 1.8M STEEL POST & DIAMOND MESH WITH NO OVERHANG STEELWORK MANUFACTURING DETAILS	m			
2.4	D-DT-5237 s3A r0	SECURITY FENCE 1.8M STEEL POST & DIAMOND MESH WITH OVERHANG SECTION AND DETAILS	m			
2.5	D-DT-5237 s3B r0	SECURITY FENCE 1.8M STEEL POST & DIAMOND MESH WITH OVERHANG STEELWORK MANUFACTURING DETAILS	m			
2.6	D-DT-5237 s4A r0	SECURITY FENCE 1.8M STEEL POST & DIAMOND MESH WITH DOUBLE OVERHANG & RAZOR COIL WIRE SECTION AND DETAILS	m			
2.7	D-DT-5237 s4B r0	SECURITY FENCE 1.8M STEEL POST & DIAMOND MESH WITH DOUBLE OVERHANG & RAZOR COIL WIRE STEELWORK MANUFACTURING DETAILS	m			
2.8	D-DT-5237 s5A r4	SECURITY FENCE 2.4M STEEL POST & DIAMOND MESH WITH FLATWRAP SECTION AND DETAILS	m			
2.9	D-DT-5237 s5B r0	SECURITY FENCE 2.4M STEEL POST & DIAMOND MESH WITH FLATWRAP STEELWORK MANUFACTURING DETAILS	m			
2.10	D-DT-5237 s6A r0	SECURITY FENCE 2.4M STEEL POST & WELD MESH WITH DOUBLE OVERHANG & RAZOR COIL WIRE SECTION AND DETAILS	m			
2.11	D-DT-5237 s6B r0	SECURITY FENCE 2.4M STEEL POST & WELD MESH WITH DOUBLE OVERHANG & RAZOR COIL WIRE STEELWORK MANUFACTURING DETAILS	m			
2.12	D-DT-5237 s6C r0	SECURITY FENCE 2.4M STEEL POST & WELD MESH (MOTORISED GATE) WITH DOUBLE OVERHANG & RAZOR COIL WIRE SECTION AND DETAILS	Each			

2.13	D-DT-5237 s6D r0	SECURITY FENCE 2.4M STEEL POST & WELD MESH (MOTORISED GATE) WITH DOUBLE OVERHANG & RAZOR COIL WIRE STEELWORK MANUFACTURING DETAILS	Each			
2.14	D-DT-5237 s7A r0	SECURITY FENCE 2.4M STEEL PALISADE PANELS ASSEMBLY & SECTIONS	m			
2.15	D-DT-5237 s7B r0	SECURITY FENCE 2.4M STEEL PALISADE PANELS MANUFACTURING DETAILS	m			
2.16	D-DT-5237 s7C r0	SECURITY FENCE 2.4M STEEL PALISADE SLOPING PANELS ASSEMBLY & SECTIONS	m			
2.17	D-DT-5237 s7D r0	SECURITY FENCE 2.4M STEEL PALISADE SLOPING PANELS MANUFACTURING DETAILS	m			
2.18	D-DT-5237 s7E r0	SECURITY FENCE 2.4M STEEL PALISADE MANUAL GATES 1M ASSEMBLY & SECTIONS	Each			
2.19	D-DT-5237 s7F r0	SECURITY FENCE 2.4M STEEL PALISADE MANUAL GATES 1.5MMANUFACTURING DETAILS	Each			
2.20	D-DT-5237 s7G r0	SECURITY FENCE 2.4M STEEL PALISADE ELECTRIC GATES 4M & 5M ASSEMBLY & SECTIONS	Each			
2.21	D-DT-5237 s7H r0	SECURITY FENCE 2.4M STEEL PALISADE ELECTRIC GATES 4M MANUFACTURING DETAILS	Each			
2.22	D-DT-5237 s7I r0	SECURITY FENCE 2.4M STEEL PALISADE ELECTRIC GATES 5M MANUFACTURING DETAILS	Each			
2.23	D-DT-5237 s7J r0	SECURITY FENCE 2.4M STEEL PALISADE ELECTRIC FENCE (TOP OF PALISADE) ASSEMBLY & MANUFACTURING DETAILS	m			
2.24	D-DT-5237 s7K r0	SECURITY FENCE 2.4M STEEL PALISADE ELECTRIC FENCE (BEHIND PALISADE) ASSEMBLY & SECTIONS	m			
2.25	D-DT-5237 s7L r0	SECURITY FENCE 2.4M STEEL PALISADE ELECTRIC FENCE (BEHIND PALISADE) MANUFACTURING DETAILS	m			
2.26	D-DT-5237 s8A r0	SECURITY FENCE 2.4M CONCRETE WALL WITH DOUBLE OVERHANG & RAZOR COIL WIRE ASSEMBLY & SECTION	m			
2.27	D-DT-5237 s8B r0	SECURITY FENCE 2.4M CONCRETE WALL 3.25M DOUBLE SWING GATE WITH FLATWRAP MANUFACTURING DETAILS	Each			
2.28	D-DT-5237 s9A r0	SECURITY FENCE 3M CONCRETE WALL WITH DOUBLE OVERHANG & RAZOR COIL WIRE ASSEMBLY & SECTION	m			
2.29	D-DT-5237 s9B r0	SECURITY FENCE 3M CONCRETE WALL 3.25M DOUBLE SWING	each			

		GATE WITH FLATWRAP MANUFACTURING DETAILS				
2.30		SUPPLY AND ERRECT CLEAR VIEW FENCING	M			
3		**KERBING INSTALLATION**	**Units**	**QTY**	**Material Rates**	**Labour Rates**
3.1		SUPPLY AND INSTALL PRE-CAST KERBING	m			
3.1		SUPPLY AND INSTALL KERBING CAST ON SITE	m			
4		**ESTABLISH RUNWAY**	**Units**	**QTY**	**Material Rates**	**Labour Rates**
4.11	054/390/38A, B,C	**BUILD CONCRETE RUNWAY**				
4.12	054/390/38A R2 054/390/38B R0	3M WIDE	m			
4.13	054/390/38A R2 054/390/38B R0	4.5M WIDE	m			
4.14	054/390/38A R2 054/390/38B R0	6M WIDE	m			
4.15	D-DT-5240 s10	SUPPLY ALL MATERIALS (25MPA CONCRETE, REINFORCING MESH 617 AND FORMWORK) AND INSTALL EQUIPOTENTIAL GRIDS UNDER GATES	Each			
4.16	D-ST-2324	CONCRETE GATE RAMP	Each			
4.17	0.54/390/37	CABLE TRENCH RAMPS	Each			
4.2		**Additional Works (Supply & Install)**				
4.21		Apply Weed Killer (PCO)	M²			
4.22		Precast water channel	M²			
4.23		Flood Lights	Each			
4.24		Control room Light and fittings	Each			
4.25		Roof replace and repair (Concrete or Roof Sheets)	M2			
4.26		Roof replace and repair Tiles(Porcelain tiles)	M2			
4.27		Roof replace chromadek	M			
4.28		Supply of Dry Ice and cleaning thereof per panel	m2			
4.29		Sub station ventilation Fans (Repair or Replace)	Each			
4.30		Maintain and repair substation doors	Each			
4.31		Maintain and repair substation windows	Each			
4.32		Maintain and repair substation ceiling and cornice	M²			

4.33		Maintain and repair substation Brick works	M²			
4.34		Maintain and repair substation Gutters and downpipes	M			

Item	Reference Drawing	Description	Units	Qty	Material Rates	Labour Rates
1	**RENOVATIONS (PAITWORKS)**					
1.1	Refer to 5.1.25 for specification	Strip and prepare wall surface to receive one primer coat and two coats of paint as per Eskom Specification for Control Room Buildings	m²			
1.2	Refer to 5.1.25 for specification	Strip and prepare wall surface in narrow widths in reveals to receive one primer coat and two coats of paint as per Eskom Specification for Control Room Buildings	m²			
1.3	Refer to 5.1.25 for specification	Strip and prepare steel surface to window frames in narrow widths to receive one primer coat and two coats of paint as per Eskom Specification for Control Room Buildings	m²			
1.4	Refer to 5.1.25 for specification	Strip and prepare steel surface to doors to receive one primer coat and two coats of paint as per Eskom Specification for Control Room Buildings	m²			
1.5	Refer to 5.1.25 for specification	Strip, scrub down, clean and prepare steel sloping surfaces to roofs inclusive of all flashings, hips and joints.	m²			
1.6	Refer to 5.1.25 for specification	Strip and prepare surface to receive one primer coat and two coats of paint as per Eskom Specification for Control Room Buildings to barge boards	m²			
1.7	Refer to 5.1.25 for specification	Strip and prepare steel surface to gutters and downpipes in narrow widths to receive one primer coat and two coats of paint as per Eskom Specification for Control Room Buildings	m			
1.8	Refer to 5.1.25 for specification	Stripping and removal of existing bituminous waterproofing membrane to concrete roofs and prepare surface to receive new.	m²			
1.9	Refer to 5.1.25 for specification	Apply bituminous waterproofing membrane to existing prepared concrete roofs.	m²			

1	240-62629353	INDOOR AND OUTDOOR LABELS	Units	Qty	Material Rates	Labour Rates
1.1		Control Plant Indoor labels (36x350mm with 20mm letter size)	Each			
1.2		Control Plant Indoor labels (15x105mm with 5mm letter size)	Each			
1.3	D-DT-5047 sht.2 rev.3	Control Plant Outdoor Labels (as per D-DT Standard D-DT-5047 sht.2 rev.3 - Equipment Labelling)	Each			
1.4	D-DT-5273 s2 r4	Mounting Bracket	Each			
1.5		Fixed label holders 10 way	Each			

2	LABELS / SIGNS		Units	Quantity	Material Rates	Labour Rates
2.1	D-DT-5273 s2 r4	LABEL MOUNTING BRACKET	Each			
2.2	D-DT-5273 s3 r3	PHASE LABEL MOUNTING BRACKETS MANUFACTURING DETAILS AND MOUNTING ARRANGEMENT	Each			
2.3	D-DT-5273 s4 r1	ELECTRICAL EQUIPMENT LABELS SUBSTATION NAMEBOARD MOUNTING DETAILS	Each			
2.4	Label Schedule (Volume 2)	EQUIPMENT LABELS	Each			
2.5	D-DT-5274 s1 r1	SIGN DANGER - ELECTRIFIED FENCE	Each			
2.6	D-DT-6073 r5	SIGN DE - FIRST AID D6073	Each			
2.7	D-DT-6074 r5	SIGN F - PROHIBITIVE (VARIOUS) D6074	Each			
2.8	D-DT-6075 r3	SIGN G - HARD HAT AREA D6075	Each			
2.9	D-DT-6077 r1	SIGN LC - LIVE CHAMBER D6077	Each			
2.10	D-DT-6072 r4	SIGN, A B C - UNAUTH. ENTRY/INTERF. APP. D6072	Each			
2.11	D-DT-6112 r1	SIGN, DCSS1 - BATTERY ROOM D6112	Each			
2.12	D-DT-6112 r1	SIGN, DCSS2 - BATTERY CABINET D6112	Each			
2.13	D-DT-6112 r1	SIGN, DCSS3 - COMBINED BATTERY ROOM D6112	Each			
2.14	D-DT-6113 r1	SIGN, GA19 - INFORMATIVE - EYEWASH D6113	Each			
2.15	D-DT-6113 r1	SIGN, GA20 - INFORMATIVE - EMER SHWR D6113	Each			
2.16	D-DT-6078 r1	SIGN, H BATTERY ROOM D6078	Each			
2.17	D-DT-6113 r1	SIGN, PV5 - DRINKING WATER PROHIB D6113	Each			
2.18	D-DT-6114 r5	PLATE, PH MKR BLU W/BLK B D6114	Each			
2.19	D-DT-6114 r5	PLATE, PH MKR RED W/BLK R D6114	Each			
2.20	D-DT-6114 r5	PLATE, PH MKR WHT W/BLK W D6114	Each			
2.21	D-DT-6114 r5	BRACKET, PHASE COLOUR DISC D6114	Each			

INSTALLATION OF EARTH GRID

1	Reference Drawing	Description	Units	Qty	Material Rates	Labour Rates
1.1	D-DT-5240	EXCAVATE TRENCHING IN ALL MATERIALS TO A DEPTH OF 1M TO INSTALL EARH GRID CONDUCTORS	M3			
1.2	D-DT-5240	INSTALL 10MM ROUND COPPER CONDUCTORS FOR EARTH GRID IN EARTH GRID TRENCHING	m			
1.3	D-DT-5240	INSTALL 50MM X 3MM FLAT COPPER CONDUCTOR BETWEEN EQUIPMENT FOUNDATIONS AND EARTH GRID CONDUCTOR	m			
1.4		BACKFILL AND COMPACT IN LAYERS OF 150MM TO 95% Mod AASHTO ALL EARTH GRID	M3			

		TRENCHING AFTER INSTALLATION OF EARTH GRID CONDUCTORS				
1.5	D-DT-5240 s5	80MM x 6MM x 1.2 M LONG GALVANISED STEEL STRAP FOR EARTHING OF TRANSFORMERS FIXED TO THE PLINTH WITH RAWBOLTS NOTE: THIS TO BE MEASURED ON SITE ONCE THE TRANSFORMER IS INSTALLED	each			
1.6	D-DT-5240	INSTALL SACRIFICIAL EARTH MAT ANODE	each			
		EARTHMAT CONNECTIONS: ALL JOINTS TO BE OXY-ACETYLENE BRAZED OR EXOTHERMIC WELDS				
1.7	D-DT-5240 s2	MAIN EARTH GRID JOINTS (10MM ROUND TO 10MM ROUND)	each			
1.8	D-DT-5240 s2	MAIN EARTH GRID JOINT TO EARTH TAILS (10MM ROUND TO 50MMX3MM FLAT)	each			
1.9	D-DT-5240 s2	FLAT TAIL JOINT (50MMX3MM FLAT TO 50MMX3MM FLAT	each			
1.10	D-DT-5240 s2	50MM X 3MM FLAT TO FENCE CORNER AND INTERMEDIATE POSTS AND GATE POSTS	each			
1.11	D-DT-5240 s2	10MM ROUND TO SACRIFICIAL EARTH MAT ANODE	each			
1.12	D-DT-5240 s2	TEST EARTH GRID CONTINUITY AND RESISTANCE. RESULTS TO BE SEND TO THE DESIGN ENGINEER TO COMPARE WITH THE EARTHING DESIGN. TESTING TO BE DONE BY AN INDEPENDENT ENTITY.	each			

1	TRANSPORT	Unit	QTY	Rate	Amount
1.1	LDV	km			
1.2	Personnel Transport for Staff	km			
1.3	6 m³ Tipper Truck	km			
1.4	Transport Truck 5-8 ton	km			
1.5	Transport Truck 5-8 ton with crane	km			
1.6	Lowbed	km			
1.7	TLB for standing time claim only (Prior to approval)	Per Hour			
	Total carried forward to summary				R -

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	*Employer*'s Service Information	
C3.2	*Contractor*'s Service Information	
	Total number of pages	

C3.1: EMPLOYER'S SERVICE INFORMATION

1 Description of the *service*

1.1 Executive overview

Gauteng Cluster has 533 substations. These substations are subjected to vandalism which requires immediate repairs for Eskom to be able to restore supply to its customers. Vandalism to these stations ranges from damage to the substation perimeter wall/fencing, gates, control room brick walls and roofs. These substations also require general maintenance of the fencing, gates, painting, roofing, and lighting.

The need for this contract is for M&O to be able to refurbish, repair and maintain its substation facilities.

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

The purpose of the document is to record the user requirements for the Provision of Substation and Eskom Office Facility Repairs and Maintenance for Gauteng Cluster.

The scope of work includes:

- Execution of planned, unplanned, and emergency maintenance and repairs
- Provision of Services, Maintenance and repairs for plant and equipment as and when required
- Provision of on-site supervision for emergency works as and when required
- Provision of all consumables and materials for maintenance and repairs
- Labelling / Numbering of Substation Equipment.
- Repairing or replacing of Substation yard lights.
- Repairing or replacing of control room lights.
- Repairing or replacing of Electrical DB's in the building.
- Repairing of substation Control Room.
- Maintenance and repairing of substation and Eskom Office fences and gates
- Maintenance and repairing of Substation and Eskom Buildings
- Painting of Substation and Eskom Buildings.
- Trenching in substation yard as and when required
- Supplying of Trench Covers
- Concreating of Trenches
- Supplying of Dry Ice cleaning
- Repair or Replace Substation ventilation Fans
- Establish Runways

1.1 APPLICABILITY

This URS is applicable to the works related to the Provision of Substation and Eskom Office Facility Repairs and Maintenance for Gauteng Cluster.

Eskom Substations and Office Facility Works

- Breaking down and removing brickwork, reinforced concrete including cutting off and removing reinforcement.
- Break out and make opening through brick wall for window and including necessary precast or concrete lintels, making good plaster or facings on one or both sides, into reveals.
- Taking out and removing doors, windows, including thresholds and sills from brickwork to remain (build up or altering openings elsewhere measured)
- Fixing of existing doors, windows, and accessories.
- Repair and replace ramps and steps to building
- Ground stabilisation to be done as and when required
- Paving – repairs and replacements
- Painting
- Tiling and glazing
- Carpentry, masonry, joinery, and ironmongery
- Plastering
- Ceiling
- Bricklaying
- Roof sealing and waterproofing
- Fixing of existing roof covering complete with ridge and hip capping, fittings, flashings (elsewhere measured)
- Clean existing roof covering using a high-pressure water cleaning system and steel brushes removing all loose paint, spawl and deleterious matter.
- Repairs to cracks in existing plaster
- Taking up and removing vinyl floor coverings, carpeting and suspended floor.
- Maintenance of drainage structures.
- Repairs to existing structural steelworks including various types of fencing
- Galvanising of existing steelworks
- Maintenance of existing roadworks and markings including cut, fill, compact, primer and tarmac on existing worn-out roads
- Repair, replace and clean kerbing and gutters

OTHERS

Other elements of construction work detailed in the scope that may be required shall be included in all requirements, on an as and when required basis

1.3 Interpretation and terminology

1.3.1. The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
CNC	Customer Network Centre
NEC	New Engineering Contract
OBL	Outside battery limits
SHEQ	Safety Health Environment Quality

1.3.2. **Acceptance of Eskom SHEQ Policies and Procedures**

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 10 as indicated

To	***Unique Identifier***	***Revision***	***Document Title***
1	***240-106084699***	***0***	***Annexure C4: OHS Tender Evaluation Template (High risk/construction work)***  Evaluation criteria.pdf
2	***240-73416879***	***1***	***SHE SPECIFICATION***  SHE Spec .pdf
3	***240-DX-GP-003T***	***1***	***ENVIRONMENTAL SPECIFICATIONS GUIDELINES TO USE***  Environmental%20specifications_Substa
4	***240-77471499***	***2***	***Annexure B: Acknowledgement Form for Eskom SHE Rules and other Requirements.***  Annexure B.pdf
5	***240-105658000***	***7***	***Supplier Quality Management: List of Tender Returnable Documents***  240-12248652 (Rev 7)_List of Tender Ret
6	***240-68099512***	***9***	***(FORM A) TENDER & CONTRACT QUALITY REQUIREMENTS FOR 240-105658000 AND QUALITY REQUIREMENTS FOR ISO 9001 STANDARD***  240-68099512 (Rev 9) Form A Tender Cc
7	**QM 58**	**3**	**Supplier Quality Management: Specification**  240-105658000 Supplier Quality Mai

8	***Eskom Lifesaving Rules***		***Eskom Lifesaving Rules***  Eskom life-saving rules.pdf
9	**240-109253698**	**3**	**Template for a Typical Contract Quality Plan**  240-109253698%20 CQP%20Template%2
10	**240-109253302**	**2**	**Quality Control Plan / Inspection and Test Plan (QCP/ITP)**  240-109253302%20_ %20Quality%20Cont

2 Management strategy and start up.

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

In the TSC3 the Contractor's plan is his "design" for performing the service throughout the service period. Section 2 of the conditions of contract describes what the Contractor is to show in his plan both in the core clauses and some additional requirements in each of the main Options.

The extent of the Contractor's plan will depend on whether the Contractor is required to develop a plan in accordance with the Employer's broad outline of the service or whether the Employer has provided a plan for the Contractor to follow. Read the TSC3 Guidance Notes pages 21 and 22 for more information on the Contractor's plan.

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:
Risk register and compensation events	As required	TBC	TBC
Overall contract progress and feedback	As required	TBC	*Employer*, *Contractor* and ___

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* must submit an organogram that indicate all his employees, key people and their lines of authority / communication that are involved in the project. This would be essential if the Contractor is a Joint Venture

2.4 Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Service Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer*'s right to termination stated in this contract.

2.5 Documentation control

- Documentation will be identified with an alpha numeric, which indicates source, recipient, communication number, etc.

- 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.

- As per the approved quality plan

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 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;
- Goods Receipts
- Purchase order number
- Invoice date
- Invoice number
- Contractor`s banking details

All supporting documentation needs to be provided with each claim which includes but not limited to; trip sheets approved by *Service Manager* & invoices for materials purchased as requested by *Services Manager*(delivery notes to accompany the claim for a specific site).

Add procedures for invoice submission and payment (e. g. electronic payment instructions)

General Information	**X**
- No Pro-forma Invoice	
- Check Vendor number against the Address and name on Tax invoice	
- Insert the Vendor number on Tax invoice (Top right-hand corner)	

- Bank details must be on the invoice or on an attached sheet, but it does not require a bank stamp just a letter)	
- Check banking details on invoice against SAP system. If more than one banking account check bank account against banking details on invoice. If banking details not on invoice, write the bank code next to the vendor account (bank code 0002)	
- Check Vendor VAT number against the vendor master. (FK03) If VAT number not on master records, prepare a list and forward to Vendor Management to check and update the vendor master records	
- No fax copies of Tax invoices allowed	
- No copies of Tax invoices allowed unless originally printed by the Vendor if a photocopy tax invoice, it must be an original "certified copy" (i.e., not a copy of a "certified copy" invoice) from the vendor and check in system if not previously be paid. Put stamp "not previously paid" on invoice and sign.	
- Ensure that date received stamp is clear on invoice	
- Stamp all Invoices with the Vat stamp, complete and sign (only when VAT is applicable)	
- The stamp should not be stamped over any written information	
- When scanning invoice, check the quality before linking in SAP (inboxes)	
With Reference Invoices	**X**
- Goods receipt must be done (payment with reference)	
- Ensure that the SAP purchase order number is clear and correct on the invoice	
- GR number to be written on the Invoices	
- If multiple lines on invoice write the line number of the order against the line to ensure that the processors match the correct lines (to ensure that 191100 is matched correctly)	

2.7 Contract change management

- The *Contractor* and the *Employer* to give an early warning by notifying the other as soon as either becomes aware of any matter which could increase the total of the Prices, interfere with the timing of the delivery of the goods and impair the effectiveness of the delivery.

- The *Contractor* may give an early warning by notifying the *Employer* of any other matter which could increase the total cost.
- The *Contractor* enters early warning matters in the Risk Register.
- Early Warning of a matter for which a compensation event has previously been notified is not required.
- The NEC contractual mechanism will be applied for changes to the Contract and supporting documents must be provided by the *Contractor* when required by the *Employer*

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

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

INSURANCE TABLE B

Insurance against or name of policy	**Minimum amount of cover or minimum limit of indemnity**
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document

Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Insurance will be provided as stated in the Eskom ACAR document attached.



Confirmation of insurance cover - Es

2.9 Management of work done by Task Order

Work will be executed by the administration of Task Orders. Many considerations can apply to Task Orders, such as availability of resources, arrangements for emergency work, Task Order reporting (work carried out and service results), assessment of additional prices for service not included in the Price List, etc.

To ensure costs for substation facilities maintenance reading contracts are controlled and properly managed, and to eliminate any irregularities on Task Orders, any new services for unforeseen scope is to be issued will require the prior approval of the *Service Manager*. This is to mitigate this risk of cost escalations against a contract and irregularities associated with Task Order based contracts.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The *Contractor* shall control his activities and processes in accordance with the Occupational Health & Safety Act, No. 85 of 1993 and Eskom's Construction Safety, Health and Environmental Management, 32-136, Safety, Health, Environment and Quality Policy, EPC32-727 and SHE Requirements for the Eskom Commercial Process, ST32-726 to this Service Information.

The *Contractor* shall comply with the health and safety requirements contained in Section 1.3.2 of this Service Information.

3.2 Environmental constraints and management

The *Contractor* shall control his activities and processes in accordance with Environmental Requirements

The *Contractor* shall comply with the Environmental requirements contained in Section 1.3.2 of thisService Information.

3.3 Quality assurance requirements

The *Contractor* shall control his activities and processes in accordance with Eskom's Supplier Quality Management Specification, 240-105658000 (QM-58) and ISO-9001 requirements.

The *Contractor* shall comply with the Quality requirements contained in Section 1.3.2 of this Service Information.

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed.

All people employed by the Contractor to perform supervision of installation and commissioning should have Police Clearance before work can commence. The *Contractor's* employees shall be sober when carrying out their duties and may be subjected to random Breathalyzer tests.

4.1.2 BBBEE and preferencing scheme

Special Conditions of Contract (Application of other criteria in terms of Section 2(1)(f) of PPPFA) The objective criteria as follow:

- Transformation of this sector by the appointment of a Black Owned Firm(s) that meet the functionality requirements.
- Development of Black Owned steel fabrication companies.
- Appointment of companies located within the Republic of South Africa.

NB: The Joint Venture may be:

- Black Owned and Black Owned Company.
- Black Owned Company (Majority Shareholder) and Non-Black Owned Company.

- Black Women Owned Company and Black Owned Company, and.
- Black Women Owned (Majority Shareholder) and Non-Black Owned Company.

A 51% or more Black Owned Companies or Joint Venture where the lead company has 51% or more black ownership.

Procurement Preference Hierarchy

Preference for awarding this contract and/or subcontracting are in the following order:

- Companies with more than 51% Black Ownership
- Enterprises Owned by Black People Living with Disability (BPLwD)
- Black Youth Owned Enterprises (BYO)
- Black Women-Owned Enterprises (BWO)
- Black Owned Enterprises (BO)

4.1.3 SDL&I Requirements

Contractors are obligated to contribute towards the six elements of SD&L, namely: B-BBEE, Localisation, Industrialisation, Skills Development, Job Creation and Supplier Development for the duration of the contract.

4.2 Subcontracting

4.2.1 Preferred subcontractors

The *Contractor* to submit the names of each proposed subcontractor to the *Employer* for acceptance. The *Contracto*r does not appoint a subcontractor until the *Employer* has accepted such subcontractor.

4.2.2 Subcontract documentation, and assessment of subcontract tenders

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

4.2.3 Limitations on subcontracting

The *Contractor is* not allowed to sub-contract more than 25% of the contract to another enterprise/supplier that does not have equal or higher BBBEE status, unless the intended subcontractor is an EME that has the capability and ability to execute the sub-contract, in order to claim the points for BBBEE.

4.2.4 Attendance on subcontractors

The *Contractor* is responsible for performing on the provided scope of work as if he had not subcontracted. The appointed *Contractor* will also be liable to the *Subcontractors'* employees, as he is legally and liable for this contract

4.3 Plant and Materials

4.3.1 Specifications

As per manufactures specifications and comply with SANS and Eskom standards.

4.3.2 *Contractor*'s procurement of Plant and Materials

The *Employer* may require warranties from suppliers to be in favor of the *Employer* and not just to the *Contractor.* The *Employer* may also need schedules of vendor data for his own use after the end of the service period.

4.3.3 Tests and inspections before delivery

All materials shall be regularly tested at the manufacturers' factories. The *Contractor* shall make sure that regular quality control tests are carried out to ensure that good quality of the materials is maintained.

5 Working on the Affected Property

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

The entry to site is only approved once the following are adhered to:

a) The *Contractor's* safety file is approved by the *Employer's* safety department.
b) All personnel must have undergone screening for criminal records and outstanding arrest warrants.
c) All personnel must have attended site-specific safety induction training, complied with the requirements asstated in the service information.

5.2 People restrictions, hours of work, conduct and records

Employer's normal working hours will apply and Contractor's key people delivering service will sign an attendance register as per the *Employer*'s condition of service. Any work done outside of normal working hours as instructed by the *Employer's* Representative shall be treated as per the compensation events clause of this contract.

Call outs -Overtime

a) The *Contractor* shall provide a callout service to respond to any stoppage or malfunction of the equipment at any time after the Contractor's working hours, providing a 24-hour standby service, with a response time of within one (1) hour for emergencies (occupied)
b) Call out service shall consist of emergency adjustments to restore an inoperative or faulty unit tosafe and satisfactory condition.
c) In the case of any major breakdown, a repair plan of action must be submitted to the *Employer* withinthe next working day.
d) Repair work to commence on the exact time agreed between the Employer and the *Contractor* on this plan of action. No additional cost to the *Employer* for this service will be acceptable if during normal working hours,
e) Before leaving the site and on completion of execution of work each time, the *Contractor* shall report to the *Employer's Representative* for the signing off each job card. In the event of an emergency, after-hours or weekend work, all jobs' cards shall be signed off by the *Employer's Representative* on the following day.

5.3 Records of *Contractor*'s Equipment

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

5.4 Equipment provided by the *Employer*

None

5.5 Site services and facilities

5.5.1 Provided by the *Employer*

The *Employer* will provide the following amenities where possible.

- Electrical power points
- Portable water points
- Ablution facilities

5.5.2 Provided by the *Contractor*

The *Contractor* shall provide all other services and facilities not mentioned in 5.5.2.

5.6 Control of noise, dust, water and waste

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

5.7 Tests and inspections

5.7.1 Description of tests and inspections

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

6 List of drawings

6.1 Drawings 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