NEC3 Term Service Contract (TSC3)

Between **ESKOM HOLDINGS SOC LIMITED**
(Reg No. 2002/015527/06)

and **TBA**

for **PROVISION OF INDUSTRIAL LAUNDRY SERVICES AT MARAPONG CONTRACTORS VILLAGE**

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CONTRACT No. **TBA**

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

Offer

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

PROVISION OF INDUSTRIAL LAUNDRY SERVICES AT MARAPONG CONTRACTORS VILLAGE

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 or C	The offered total of the Prices exclusive of VAT is	**R**
Option E	The first forecast of the total Defined Cost plus the Fee exclusive of VAT is	**R**
	Sub total	**R**
	Value Added Tax @ 14% is	**R**
	The offered total of the amount due inclusive of VAT is[1]	**R**
	(in words)	

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

Signature(s) ....

Name(s) ....

Capacity ....

for the Employer

.....

(Insert name and address of organisation)

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

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

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

Note:

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

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

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

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

	For the tenderer:	**For the Employer**
Signature	.....	.....
Name	.....	.....
Capacity	.....	.....
On behalf of	..... *(Insert name and address of organisation)*	..... *(Insert name and address of organisation)*
Name & signature of witness	.....	.....
	.....	.....
Date	.....	.....

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

1. Please read the relevant clauses in the conditions of contract before you enter data. 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.

2. 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. Where the following symbol is used "**[●]" -** data is required to be inserted relevant to the specific option selected.]

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**
		X18:	**Limitation of liability**
		X19:	**Task Order**
		Z:	***Additional conditions of contract***
	of the NEC3 Term Service Contract (June 2005)[2]		
10.1	The *Employer* is (name):	**Eskom Holdings SOC Limited (Reg No: 2002/015527/06), a juristic person incorporated in terms of the company laws of the Republic of South Africa**	
	Address	**Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg**	
	Tel No.	**011 260 5292**	
	Fax No.	**014 763 6804**	

[2] Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009

10.1	The *Service Manager* is (name):	**Mr K Seate**
	Address	**P o box 5583 Onverwacht Lephalale 0557**
	Tel	**011 260 5292/014 763 6814**
	Fax	**014 763 6804**
	e-mail	**SeateKB@eskom.co.za**
11.2(2)	The Affected Property is	**Marapong Contractors Village**
11.2(13)	The *service* is	**Provision of Industrial laundry services at Marapong Contractors Village**
11.2(14)	The following matters will be included in the Risk Register	**Refer to Annexure F**
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	**1 week**
2	**The *Contractor*'s main responsibilities**	
21.1	The *Contractor* submits a first plan for acceptance within	**1 week of the Contract Date**
3	**Time**	
30.1	The *starting date* is.	**TBA**
30.1	The *service period* is	**28 Months (expiry date 31 December 2016)**
4	**Testing and defects**	**No data is required for this section of the *conditions of contract*.**
5	**Payment**	
50.1	The *assessment interval* is	**between the 25 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	**14 weeks.**
51.4	The *interest rate* is	**(i) zero percent above 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 (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands.**

6	**Compensation events**	
	These are additional compensation events:	**1** **2**
7	**Use of Equipment Plant and Materials**	**No data is required for this section of the *conditions of contract*.**
8	**Risks and insurance**	
80.1	These are additional *Employer*'s risks	**None**
83.1	The *Employer* provides these insurances from the Insurance Table	**as stated for "Format B Policies and Procedures" available on** http://www.eskom.co.za/Tenders/Insurance PoliciesProcedures/Pages/EIMS_Policies_From_1_April_2011_To_31_March_2012_101.aspx **(See Annexure A for basic guidance).**
83.1	The *Employer* provides these additional insurances	**as stated for "Format B Policies and Procedures" available on** http://www.eskom.co.za/Tenders/Insurance PoliciesProcedures/Pages/EIMS_Policies_From_1_April_2011_To_31_March_2012_101.aspx **(See Annexure A for basic guidance)**
83.1	The minimum amount of cover for insurance against loss and damage caused by the *Contractor* to the *Employer*'s property is	**R1 million (one million Rand) for any one occurrence or series of occurrences arising out of one event but unlimited during the *service period***
83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the *Employer* is:	• **For Plant and Materials in transit (South Africa only), temporary off-site storage, on-site storage and during on site construction, installation, testing and commissioning:** **the amount of the deductible (first amount payable) relevant to the event described in the "Format B Policies and Procedures" available on** http://www.eskom.co.za/Tenders/Insurance PoliciesProcedures/Pages/EIMS_Policies_From_1_April_2011_To_31_March_2012_101.aspx • **For Plant and Materials in trust, under assembly or manufacture or storage at the Contractor's or the Contractor's agent's premises:** **For a sum sufficient to provide for their replacement at such premises**

83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the *Employer*'s property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor*'s Providing the Service for any one event is:	**whatever the *Contractor* deems necessary for any one occurrence or series of occurrences arising out of one event but unlimited during the period of insurance with "cross liability" so that the insurance applies to the Parties involved in the contract separately.**
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is:	**As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the *Contractor's* common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands) and/or** **As provided by the laws of the Country in which the *Contractor's* employees are domiciled.**
83.1	The *Contractor* provides these additional insurances	Against failure of the *Contractor* to use the skill and care normally used by professionals proving services similar to the Service for amounts at the discretion of the *Contractor*
9	**Termination**	**There is no Contract Data required for this section of the *conditions of contract*.**
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	**N/A**
11	**Data for Option W1**	
W1.1	The *Adjudicator* is (Name)	**The person selected from the Eskom Panel of Adjudicators listed in Annexure B to this Contract Data by the Party intending to refer a dispute to him.**
W1.2(3)	The *Adjudicator nominating body* is:	**The Chairman of the Joint Civils Division of the South African Institution of Civil Engineering. (See www.jointcivils.co.za)**
W1.4(2)	The *tribunal* is:	**arbitration**
W1.4(5)	The *arbitration procedure* is	**the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.**
	The place where arbitration is to be held is	**South Africa**
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	**The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.**

12 Data for secondary Option clauses

X1	**Price adjustment for inflation**	
X1.1	The *base date* for indices is	**[●].**
	The proportions used to calculate the Price Adjustment Factor are:	**proportion** / **linked to index for** / **Index prepared by** **15%** / **Fixed** / **Eskom** **5% of Material** / **CPI table D** / **SEIFSA** **80% of Labour** / **CPI table C-3** / **SEIFSA** **100**
X2	**Changes in the law**	**No data is required for this Option**
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	**R1 million (one million Rand) for any one occurrence or series of occurrences arising out of one event but unlimited during the *service period***
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**
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 at completion 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	**[●] 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	**5 days of receiving the Task Order**
Z	**The *additional conditions of contract* are**	**Z1 to Z11 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 and the Electricity Distribution 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 substantially 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 Works.

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 Ethics

Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor*'s obligation to Provide the Service or taking any other action as appropriate against the *Contractor* (including civil or criminal action).

Z4.2 The *Employer* may terminate the *Contractor*'s obligation to Provide the Service if the *Contractor* (or any member of the *Contractor* where the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Contractor* or any such member is removed from the an approved vendor data base of the *Employer* as a consequence of such practice.

Z4.3 Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P4 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.

Z5 Confidentiality

Z5.1 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.

Z5.2 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*.

Z5.3 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.

Z5.4 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*.

Z5.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z6 Waiver and estoppel: Add to core clause 12.3:

Z6.1 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.

Z7 Health, safety and the environment: Add to core clause 27.4

Z7.1 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 2003 (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.

Z7.2 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. This will include *inter alia* all regulations under the National Environmental Management Act, 1998 (Act No. 107 of 1998), the National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008), the National Environmental Management: Air Quality Act, 2004 (Act No 39 of 2004) Hazardous Substance Act, 1973 (Act No. 15 of 1973) and the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993).

Z8 Provision of a Tax Invoice and interest. Add to core clause 51

Z8.1 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.

Z8.2 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.

Z8.3 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.

Z9 Notifying compensation events

Z9.1 Delete from the last sentence in core clause 61.3, "unless the *Service Manager* should have notified the event to the *Contractor* but did not".

Z10 *Employer's* limitation of liability

Z10.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z10.2 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 under the compensation events stated in this contract.

Z11 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

Z11.1 or had a judicial management order granted against it.

Z12 Risks and insurance

Z12.1 Delete 83.2 and replace with
83.2 The insurances are in the joint names of the Parties for their respective rights and interests and provides cover for events arising out of the Contract from the starting date until the end of the service period or a termination certificate has been issued.

Z12.2 Delete 84.4 and replace with the following
84.4 Nothing in this Clause limits the obligations, liabilities or responsibilities of the Contractor under the other terms of the Contract or otherwise. Any amounts not insured or not recovered from insurers shall be borne by the Contractor in accordance with these obligations, liabilities or responsibilities.

Z12.3 Add Clause 84.5
84.5 The Contractor shall ensure that, where applicable, its sub-contractor(s) shall take out and maintain in effect adequate Insurances for their employees and property and for work executed by them under the Contract, unless such subcontractor(s) are covered by the insurance policies taken out by the Contractor.

Z12.4 Add Clause 84.6
84.6 The insurances must be arranged with reputable insurers

Annexure A: Insurance provided by the Employer

These notes are provided as guidance to tendering Contractors and the Contractor about the insurance provided by the Employer. Details of the insurance itself are available from the internet web link given below.

1. Services provided in a TSC3 contract could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the *Employer*'s "works" type policy which may be in place for the *Employer*'s portion of the Affected Property concerned or against the *Employer*'s assets policy which may be in place for the *Employer*'s portion of the Affected Property concerned, or both.

2. The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the Affected Property and the nature of the insurable event.

3. The *Contractor* is required in terms of Contract Data for clause 83 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from his own resources on a 'self-insured' basis or obtained by him from his own insurers. In order to assess the extent of this cover, tendering *Contractor*s and their brokers should consult the internet web link given below and scroll to **'Format B'** to establish both the cover and the deductibles in relation to the *service* provided in terms of this contract.

4. Tendering *Contractor*s should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering *Contractor* or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 83.2. In terms of clause 83.1 "the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.

5. If Marine Insurance is required the *Contractor* needs to obtain a copy of the latest edition of Eskom's Marine Policies Procedures found at internet website given below.

6. **Further information and full details of all Eskom provided policies and procedures may be obtained from:**

   http://www.eskom.co.za/c/101/insurance-policies-procedures/

7. The *Contractor* should generally give further consideration to providing for these additional insurance concepts:
   [for Amounts and Periods of Insurance the *Contractor* deems fit and necessary]

   a) Professional Indemnity. If this insurance is purchased on a 'claims made' basis this means that the claim must be lodged with Insurers within the period of insurance. Given this feature of the cover, the Consultant should consider continuing the cover for a further period in line with potential liabilities arising out of this contact

      i. [Also refer website's Professional Services Contract Guidance Notes].

   b) Products Liability: A special General Liability extension for liability arising out of the Manufacturer's/Supplier's/Original Equipment Manufacturer's defective:
      i. production and manufacturing process (workmanship or material), or
      ii. product design, or
      iii. warnings, instructions, usage and maintenance manuals and specifications.

   c) Products Guarantee: For the cost of replacing, reworking or recovering products that have failed to perform their intended function due to faulty design, manufacture, installation, after handover to the *Employer*.

d) Goods in Trust and under Manufacture or Storage at Manufacturer's Premises:

i. Where the Contract involves manufacture, and/or fabrication of Plant and Materials, components or other goods to be incorporated into the works, at premises other than the site, the *Contractor* shall satisfy the *Employer* that such Plant and Materials, components or other goods for incorporation in the works are adequately insured during manufacture and/or fabrication. Should the *Employer* have an insurable interest in such items during manufacture or fabrication, such interest shall be noted by endorsement to the *Contractor*'s relevant policies of insurance as well as those of any sub-*Contractor*.

8. Contract Works SASRIA insurance is subject to the terms exceptions and conditions of the SASRIA coupon policy. Cover and Indemnity is therefore within the scope and to the extent provided by the SASRIA coupon policy.

Annexure B: The *Employer*'s Panel of Adjudicators

The following persons listed in alphabetical order of their surname have indicated their willingness to be included in the Eskom Panel of Adjudicators. Their CV's may be obtained by using the contact details provided.

Name	Location	Contact details (phone & e mail)
Nigel ANDREWS	Gauteng	+27 11 836-6760 nigela@quoin.net
Andrew BAIRD	Gauteng	+27 11 803 3008 andrewbaird@ecsconsult.co.za
Christopher BINNINGTON	Gauteng	+27 11 888-6141 cdb@bca.co.za
Peter HIGGINS	UK	+44 1293 873 868 peterhiggins@pdconsult.co.uk
Bruce LEECH	Gauteng	+27 11 290 4000 leech@counsel.co.za
Nigel NILEN	Gauteng	+27 11 465 3601; nilences@global.co.za
Peter THURLOW	Gauteng	+27 11 787 6226 info@thurlowassoc.com

Information about the Panel and appointment of the selected *Adjudicator* is available from Eskom Supply Chain Operations management, by contacting Leighton Itholeng (Tel.: +27 (0)11 800 4031) (Fax :+27 (0)86 668 0419) E-mail: Leighton.Itholeng@eskom.co.za

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 (June 2005) 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:	**None**
21.1	The plan identified in the Contract Data is contained in:	**None**
24.1	The key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job	

[3] Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009

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	**Annexure P-Tender Bill of Quantities**
11.2(19)	The tendered total of the Prices is	**R**

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	**21**
C2.2	The *price list*	**23**

C2.1 Pricing assumptions: Option A

The *conditions of contract*

How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract, June 2005 (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.

Function of the Price List

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

Link to the *Contractor*’s plan

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

Preparing the *price list*

It will be assumed that the tendering contractor has read Pages 14, 15 and 73 of the TSC3 Guidance Notes before preparing the *price list*. Items in the *price list* may have been inserted by the *Employer* and the tendering contractor should insert any additional items which he considers necessary. Whichever party provides the items in the *price list* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Service as described at the time of entering into this contract.

1 As the *Contractor* has an obligation to correct Defects (core clause 42.1) and there is no compensation event for this unless the Defect was due to an *Employer’s* risk, the lump sum Prices and rates must also include for the correction of Defects.

2 If the *Contractor* has decided not to identify a particular item in the *price list* at the time of tender the cost to the *Contractor* of doing the work must be included in, or spread across, the other Prices and rates in the *price list* in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.

3 There is no adjustment to lump sum prices in the *price list* if the amount, or quantity, of work within that lump sum item of service later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.

4 Hence the Prices and rates tendered by the *Contractor* in the *price list* 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.

5 The Contractor does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of an *Employer's* risk event listed in core clause 80.1.

Format of the *price list*

(From page 73 of 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*

Please refer to Annexure P-Tender Bill of Quantities(1 signed PDF copy and 1 soft copy on CD)

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

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1 Description of the *service*

1.1 Executive overview

Provision of Industrial Laundry Services at Marapong Contractors Village

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

1. Description of the services

This scope details the provision of Laundry services at Marapong contractor's village during the construction period of the new power station built at Lephalale –Limpopo Province

The Laundry service includes:

-Providing consumables (as listed on paragraph 5) approved by SABS and supplying manpower to perform the services.
-Maintaining and supervising control measures and schedules to ensure efficient collection of dirty laundry and replacement with serviced laundry. This includes overalls, linen, blankets, pillows, curtains and tablecloths

Eskom will provide the Laundry building and fixed equipment

The contractor shall provide all cleaning materials, uniform, safety equipment and chemicals required for the services. All non-consumable movable equipment shall be maintained by the contractor and shall remain the property of Eskom and shall be handed to Eskom at contract termination. Assets register of such equipment shall be maintained by contractor and shall be audited by Eskom from time to time. Defective equipment shall be reported in time to Eskom for service.

Number of residents to be provided with the service (weekly)

-Currently there are 3200(Three thousand and two hundred) workers.
-A programme will be issued as to how the number will be ramped up and down over the time-span of the project
-Employer to supply the number of workers in advance on month basis

2. The contractor shall be responsible for providing the following:

- All employees in order to execute the Laundry services. No deviation from the South African Labour Relations Act (66 of 1995) and any other relevant labour legislation will be allowed. All employees must comply with security requirements as well as health and safety requirements of the Facilities Medupi Project

3. Items to be washed

Item	Size	Frequency
1. Window Curtains	2m x 2m	Quarterly
2. Sheet flat	1800 mm x 2650 mm	Once a Week
3. Sheet fitted	910 mm x 1930mm	Once a week

4.	Pillow	Standard	Quarterly
5.	Pillow case	480 mm x 730 mm	Once a week
6.	blanket	1500mm x 2000mm	Quarterly
7.	Shower curtain	1,500m x 2m	Quarterly
8.	Overall (1/person)	N/A	3x per Week(Mon, Wed, Fri)

4. **Equipment to be supplied by Employer**

Equipment	Make	Model	Quantity	Capacity
1. Washing machine(big)	Girbau	LS355PME	12	55kg
2. Washing machine(small)	Girbau	MS623LCE	3	22.56kg
3. Tumble dryer(big)	Tullis	TIMD 120EL	12	54.4kg
4. Tumble dryer (small)	Tullis	ST050EOMM1G2Q01	3	
5. Iron and Steamer(minivapour)	Sidi mondial S.R.L		14 +(6 extra)	
6. Ironing board			14 +(6 extra)	

5. **Consumables to be provided by contractor**

   a. Fabric softener
   b. Washing powder
   c. Laundry booster

6. **Facilities to be provided by Employer**

   a. 1x Office
   b. 3x change room
   c. 6x ablution facilities(3/gender)
   d. Work area(floor plan attached)

7. **Resources to be supplied by Employer**

   a. Electricity
   b. Water(Hot and cold)

1.3 Interpretation and terminology

Abbreviation	Meaning given to the abbreviation
PPE	Personal Protective Equipment
SABS	South African Bureau of Standards

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.

Use this section to describe any particulars which must be taken into account by the *Contractor* in developing his plan as required by clause 21.2. For example information about the order and timing or method of carrying out particular items of work.

List technical reporting and scheduling requirements which are to be incorporated into the *Contractor*'s plan.

2.2 Management meetings

The contractor is obliged to attend Project SHE committee meetings held once a month at Marapong Eskom Contractors Housing (venue may change)

Monthly quality cycle 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	Weekly on Wednesday at 09:00	Marapong Contractors Village	Contractor Manager, Safety Officer
Overall contract progress and feedback	Monthly on any day from 25 -27 at 08:00	Marapong Contractors Village	Contractor Manager and Contract Supervisor
Daily activities, planning and Progress	Every morning and Afternoon when necessary	Marapong Contractors Village	Contractor Manager and Contract Supervisor

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

State any additional constraining requirements on *Contractor*'s supervision and key people that are not already stated in other sections such as for Health and Safety. This section could be used to solicit an organogramme from the *Contractor* showing his people and their lines of authority / communication. This would be essential if the *Contractor* is a Joint Venture.

2.4 Provision of bonds and guarantees

N/A

2.5 Documentation control

All documentation will be uniquely identified with an alpha-numeric designation which makes a document easily accessible or retrievable. Contractual communication will be in the form of properly compiled letters or forms attached to emails and not as a message in the mail itself. The *Contractor* must provide the *Employer* with progress reports weekly of all technical work accompanied by signed job cards and form of all the work done for proper record keeping.

2.6 Invoicing and payment

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

The *Contractor* shall address the tax invoice to

Eskom Holdings SOC Limited
Medupi Facilities Department
PO Box 5583
Onverwacht
Lephalale
0557
Vat 4740101508

_____
and include on each invoice the following information:

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

9.1 Contract change management

N/A

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

If Option C or E applies first read clause 52.2 and then state whether the *Contractor* is required to keep any other records. Include any other constraint which may be required in regard to format and filing of the records, and whether access for the *Service Manager* shall be provided in hard copy or electronically.

Could delete if Option A applies unless the *Employer* requires some form of control over the *Contractor*'s record keeping for the purpose of compensation event management.

9.3 Insurance provided by the *Employer*

First read TSC3 Core Clause 86.1 and then add anything necessary for the management of insurance related issues such as a cross reference to where procedures for making claims can be found. Also provide contact details for persons capable of being able to answer any insurance related queries the *Contractor* may have, as well as to whom the information required by Marine Insurance (if any) may be addressed.

9.4 Training workshops and technology transfer

The in-service training of on use and maintenance of washing/laundry equipment or Machine will be provided by Eskom.

9.5 Design and supply of Equipment

N/A

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

9.6.1 Equipment

None

9.6.2 Information and other things

The contractor to provide the safety file at the end of the service period

9.7 Management of work done by Task Order

Task orders will be issued on monthly basis for routine works and for ad hoc requests.

10 Health and safety, the environment and quality assurance

10.1 Health and safety risk management

*Contractor*s and their sub-*Contractor*s shall at all times ensure compliance with all relevant Occupational Health and Safety Act 85 of 1993, Group Capital Division Facilities-Medupi Projects Safety Health and Environmental Specifications for Contractors (Reference No: 240-60615756) and any regulations or by-laws of any local or statutory authority, ordinances, as well as client's procedures and other guidelines pertaining to the scope of work.

The *Contractor* acts in accordance with the health and safety requirements stated in the Works Information:

In carrying out its obligations to the *Employer* in terms of this contract; in providing the Works; in using Plant, Materials and Equipment; and while at the Site for any reason, the *Contractor* complies and procures and ensures the compliance by its employees, agents, Sub *Contractor*s and mandatories with:

- the provisions of the Occupational Health and Safety Act 85 of 1993 (as amended) and all regulations in force from time to time in terms of that Act ("the OHS ACT")
- the contractor's SHE(Q) Policy
- the health and safety and Environmental plan prepared by the *Contractor* in accordance with the SHEQ Requirements and all other applicable requirements.

(The OHS Act, its Regulations and Eskom SHEQ related requirements are collectively referred to as the "SHEQ Requirements").

The *Contractor*, at all times, considers itself to be the "*Employer*" for the purposes of the OHS Act and shall not consider itself under the supervision or management of the *Employer* with regard to compliance with the SHEQ Requirements, the *Contractor* shall furthermore not consider itself to be a subordinate or under the supervision of the *Employer* in respect of these matters. The *Contractor* is at all times responsible for the supervision of its employees, agents, Sub *Contractor*s and mandataries and takes full responsibility and accountability for ensuring they are competent, aware of the SHEQ Requirements and execute the Works in accordance with the SHEQ Requirements.

The *Contractor* acknowledges that it is fully aware of the requirements of all the above and undertakes to employ only people who have been duly authorized in terms thereof and who have received sufficient training to ensure that they can comply therewith.

The *Contractor* ensures that all statutory appointments and appointments required by any Eskom Regulations are made and that all appointees fully understand their responsibilities and is trained and competent to execute their duties. The *Contractor* supervises the execution of their duties by all such appointees.

The *Contractor* shall appoint a competent person who will liaise with the Eskom Safety/ Environmental Officer responsible for the premises relevant to this contract. The person so appointed shall, on request:

- supply the Eskom Safety/ Environmental Officer with copies of minutes of all Health and Safety Committee meetings, whenever they are required to do so.
- supply the Eskom Safety/Environmental Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall advise the Eskom Safety Officer of any changes thereto.

The *Employer*, or any person appointed by the *Employer*, may at any stage during the period of this contract:

- conduct health and safety and Environmental audits regarding all aspects of compliance with the SHEQ Requirements, at any site place of work, or the site establishment of the *Contractor*;
- refuse any employee, Sub *Contractor* or agent of the *Contractor* access to the premises if such person has been found to commit an unsafe act or any unsafe working practice or is found not to be qualified or authorised in terms of the SHEQ Requirements;
- issue the *Contractor* with a stop order should the *Employer* become aware of any unsafe working procedure or condition or any non-compliance with any provision of the SHEQ Requirements.

The *Contractor* immediately reports any disabling injury as well as any threat to health or safety of which it becomes aware at the Works or on the Site to the *Employer*'s Representative.
The *Contractor* immediately reports any environmental incident as well as any threat to the environment of which it becomes aware at the Works or on the Site to the *Employer*'s Representative

The *Contractor* undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures as well as provisions in the Facilities Safety Health and Environmental Management Systems.
.

The *Contractor* appoints a person, competent in accordance with the SHEQ Requirements, as the liaison with the Eskom Safety/Environmental Officer for all matters related to health and safety, this person shall be contactable 24 hours a day.

The *Contractor* confirms that it has been provided with sufficient written information regarding the health and safety as well as Environmental arrangements and procedures applicable to the Works to ensure compliance by it and all employees, agents, Sub *Contractor*s or mandataries with the SHEQ Requirements while providing the Works in terms of this contract. As such, the *Contractor* confirms that this contract and the relevant Eskom Regulations referred to in this contract constitute written arrangements and procedures between the *Contractor* and the *Employer* regarding health and safety for the purposes of section 37(2) of the OHS Act.

The *Contractor* agrees that the *Employer* is relieved of any and all of its responsibilities and liabilities in terms of Section 37(1) of OHS ACT in respect of any acts or omissions of the *Contractor*, and the *Contractor*'s employees, agents or Sub-*Contractor*s, to the extent permitted by the OHS Act.

The *Contractor* hereby indemnifies the *Employer* and holds the *Employer* harmless in respect of any and all loss, costs, claims, demands, liabilities, damage, penalties or expenses that may be made against the *Employer* and/or suffered or incurred by the *Employer* (as the case may be) as a result of, any failure of the *Contractor*, its employees, agents, Sub *Contractor*s and/or mandataries to comply with their obligations in terms of this clause 18, and/or the failure of the *Employer* to procure the

compliance by the *Contractor* , its employees, agents, Sub *Contractor*s and/or mandataries with their responsibilities and/or obligations in terms of or arising from the OHS Act.

In carrying out their obligation as the mandatory to the *Employer* for this contract in terms of the Facilities OHSAS 18001 Management System and applicable legal and other requirements associated with the Works, the *Contractor* ensures that they comply with the System requirements when Providing the Services or using plant, materials or equipment.

3.1.2 TRANSPORTATION OF PASSENGERS:

It is a legal requirement to provide safe transportation of Eskom and *Contractor* employees – therefore the following will be enforced:

- all passengers must be transported in a closed vehicle with proper and adequate seating, fitted with safety belts for the number of passengers to be transported. No passengers may be transported on the back of a light delivery vehicle (LDV) whether open or closed.
- Tools and equipment must be properly secured.
- Only authorised drivers that comply with the Road transport Act, may transport passengers.
- Proof must be submitted on request in terms of valid roadworthiness of the vehicle/s.
- the above must apply to on site and off site transportation of passengers.

3.1.3 **Eskom lifesaving rules:**

Five lifesaving rules have been developed that will apply to all Eskom employees, agents, consultants and *Contractor*s.

- Rule 1: open, isolate, test, earth, bond, and/or insulate before touch - that is any plant operating above 1 000 v.
- Rule 2: hook up at heights - no person may work at height where there is a risk of falling.
- Rule 3: buckle up – no person may drive any vehicle on Eskom business and/or on Eskom premises: unless the driver and all passengers are wearing seat belts.
- Rule 4: be sober (no person is allowed to work under the influence of drugs and alcohol.
- Rule 5: use a permit to work – where an authorization limitation exists, no person shall work without the required permit to work.

3.1.4 SHEQ **INDUCTION COURSE**

- All the employees of the *Contractor* must attend a SHEQ induction course before they will be allowed to work on the Site. It is the responsibility of the *Contractor* to ensure that all employees have attended the safety induction.

3.1.5 Eskom **SAFETY PROCEDURES**

- The *Contractor* adheres to all applicable Eskom procedures. Procedures are available on request from the *Employer*

3.1.6 **INCIDENTS / ACCIDENTS**

- Incidents and accidents must be reported and investigated. All incidents must also be reported to the *Employer* as per Eskom procedure 32-95.
- First aid must be made available by the *Contractor.* The availability of the *Contractor's* own first aid or environmental response does not relieve the *Contractor* of his obligation to report and investigate the incident.

3.1.7 **FIRE PREVENTION**

- Fire prevention and protection requirements to which the *Contractor* must comply.
  Please ensure that there are personal trained to use fire equipment and all vehicles to have an extinguisher
- Boundary patrols must also include feedback regarding the state of firebreaks

- Please appoint a trained fire warden one per shift.

3.1.8 PROTECTIVE EQUIPMENT AND CLOTHING

- The *Contractor* supplies his own personal protective equipment necessary to carry out the works.
- The *Contractor* is also responsible to inspect and maintain such equipment as required in terms of the OHS Act and Eskom SHEQ procedures.

3.1.9 INSPECTION OF EQUIPMENT

- The *Contractor's* equipment is inspected by the *Service Manager* on arrival at the site.
- The following documentation is required to accompany the equipment where applicable: copies of all test certificates and maintenance records.
- Lifting equipment and electrical equipment must be marked with a unique number, code or colour code for identification. If the equipment is found to be in an unsatisfactory condition or if insufficient maintenance has been carried out on the equipment then it will not be approved for use on Site. A list of all lifting equipment and electrical equipment must be submitted to the *Service Manager* at least 2 days prior to the occupation date. This list must indicate the unique number and description of the equipment.
  All vehicles will be maintained so as to prevent any leakage or spillage of fluids
- Training of operators must comply with the Works Information and statutory requirements.

3.1.10 DOCUMENTATION

The *Contractor* is responsible to have the following documentation available on site:

- A copy of the OHS Act.
- Copies of all site accident report forms as required by the OHS Act.
- Copies of minutes of health and safety meetings held on site.
- Copies of inspection reports produced by the accident prevention officer
- A SHE file
- Copies of all relevant SHEQ procedures and associated documents

10.2 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in GCD Facilities environmental specification (Unique Identifier: 240-52131110) and all relevant procedures. The *contractor* shall also comply with all applicable environmental legislation, regulations, statutes, agreements and local bylaws.

The *contractor* shall have or implement a system for environmental management; the system should be in line with criteria of SANS 14001 or ISO 14001:2004.
Further, the *Contractor* will be required to ensure that the following environmental requirements are complied with at all times:

- Zero liquid effluent discharge
- No disposal of chemicals into storm water drains.
- No oil or waste will be dumped on an unauthorised area or unlicensed landfill site.
- Asbestos will be handled and stored as per Asbestos Regulations No 155 of 2001, issued under OHS Act, 85 of 1993 as amended.
- No materials or waste shall be burned on site. All waste shall be managed as per National Environmental Management: Waste Act, 59 of 2008.
- Ensure all environmental spillages and incidents are reported and negative impacts addressed to the satisfaction of the *Employer.*

10.3 Quality assurance requirements

Specify minimum requirements for the *Contractor*'s Quality Plan and Work Procedures or provide the *Employer*'s Quality Plan if that is to be used. Make sure witness and hold points are identified generally and describe any particular requirements for QA outside the Affected Property. Indicate how the *Contractor*'s QA documentation is to be submitted for acceptance and any conditions that need to be imposed relating to acceptance. State whether ISO compliance is a condition and if so which ISO standard shall apply.

11 Procurement

11.1 People

11.1.1 Minimum requirements of people employed

Safety Officer**:**

1. Matric
2. Safety Management certificate and/SAMTRAC
3. 2 years related experience
4. Computer literate

Manager must have Matric plus related experience
Supervisor must have related experience

11.1.2 Supplier development and Localisation (SD & L)-PPPFA

Supplier Development and Localisation (SD&L) targets which are aligned with the Preferential Procurement Policy Framework Act (PPPFA) were set. In terms of the Preferential Procurement Policy Framework Act (PPPFA) the 90/10 scoring system is applicable to this tender''

11.1.3 BBBEE and Preference Point system

Specify constraints which *Contractor* must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preference point system measures.

11.1.4 Skills Development Matrix

Skills Development initiatives in terms of the Skills required for this project is indicated below. This will form part of the contractual obligation.

Skill type	**Eskom's target**	**Tenderers proposal (Local to SA)**	**Tenderers proposal (Local to site**
SHE Officer	2		

11.2 Subcontracting

11.2.1 Preferred subcontractors

N/A

11.2.2 Subcontract documentation, and assessment of subcontract tenders

N/A

11.2.3 Limitations on subcontracting

The contractor may not subcontract more than 25% of the contract value

11.2.4 Attendance on subcontractors

N/A

11.3 Plant and Materials

11.3.1 Specifications

The following materials will be used:
Fabric softener
Laundry booster
Washing powder

11.3.2 Correction of defects

N/A

11.3.3 *Contractor*'s procurement of Plant and Materials

N/A

11.3.4 Tests and inspections before delivery

N/A

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

The Washing Machines will be provided by the employer

12 Working on the Affected Property

There are no landline telephones; the *Contractor* shall take their own endeavours to ensure effective communication.
There are possible strikes due to labour unrest.
The site is too spread apart; teams will be required to fully cover the job requirements.
Reaction times need to be kept to a minimum.
Severe heat conditions during the summer months.
Rainy season (October to March) can result in flooding making access to remote areas difficult
Snakes have been found that can cause injury to people

Facilities

Drinking water and sanitation facilities are provided by the *Employer* at the main camps Marapong contractors' village.

Services and rules applicable

There are various site rules that are applicable.
Site instruction are issued on a regular basis as the site changes

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

The *Contractor* needs to adhere to all site rules.
Each employee needs to have a pre-employment medical done prior to entering the site and obtaining an access permit.
Induction training needs to be carried out and all risks identified and discussed with the employees. Proof of this and the certificate of medical fitness to work (stating the work to be done) need to be attached to the request for access permit.
The *Employer* has a zero tolerance on substance abuses. General Safety Regulations 2A will apply.
Vehicles need to be roadworthy at all times otherwise access to site is denied
Strict road rules are in place and need to be adhered to at all times under normal operation.
All staff needs to wear the appropriate PPE at all times on the site.

12.2 People restrictions, hours of work, conduct and records

No employee is to work over the allowed working hours as per the law of the land. Any contraventions will be reported to the department of labour.
All records of hours work need to be kept for audit purposes.
The *Service Manager* shall have access to records at any time. These records may be needed when assessing compensation events.
All personal files need to be up to date and a copy on Site showing proof of registration to PSIRA, disciplinary actions taken, attendance registers and leave taken etc.
No security officers to be deployed prior to approval from the Security Manager.
Psychological Profile/Test of personnel and medicals are required prior to coming on to the site and kept valid for the duration of the contract.
All access cards need to be returned once the contract is complete or if any individual leave the employment of the *Contractor*. A levy of One Hundred Rand per card will be deducted from the invoice if the employee does not return the card. Retain proof of returning cards, signed by both parties.
Ensure that all staff has signed a code of practice showing the penalties for breaches. This needs to be placed on personal file. Code of conduct to be displayed on notice boards at each guard house.
There needs to be a parade prior to the shift starting to give a general brief of events from the last shift and to sign on staff.
All staff has to have an access card and need to scan in for duty and off duty. Under no circumstance are guards allowed to use their own cards to scan in other personal.

12.3 Health and safety facilities on the Affected Property

There are emergency paramedics on call if required and a fire team should there be a need.
There are also Safety and Environmental advisors on the site that can assist on safety issues

12.4 Environmental controls, fauna & flora

The *Contractor* shall during the undertaking of his/her duties employs all available controls and endeavours to protect animals (fauna),tree species, atmosphere and water in line with applicable environmental legislations.

12.5 Cooperating with and obtaining acceptance of others

N/A

12.6 Records of *Contractor*'s Equipment

This sub-paragraph is intended to address how records are to be kept of Equipment on Site including whether it is owned or hired. Include any constraints about scaffolding, rigs, heavy lifts and cranes, including removal from the Affected Property.

12.7 Equipment provided by the *Employer*

The Washing machines, Tumble driers, irons with steamer and ironing boards will be provided by the Employer

12.8 Site services and facilities

12.8.1 Provided by the *Employer*

The employer will provide Water, Electricity, Ablution and offices

12.8.2 Provided by the *Contractor*

Describe what the *Contractor* is to provide in the way of accommodation, laboratories, storage, vehicles and office equipment for the *Service Manager* and any restrictions or minimum requirements concerning the *Contractor*'s own facilities. Also state what happens to these facilities upon completion of the contract.

12.9 Control of noise, dust, water and waste

5.9.1 Noise Control

The *Contractor* shall ensure that their activities do not become nuisance to the nearby communities and residents by conducting their work during day time periods. The *Contractor* shall at all times ensure noise generated during work activities does not exceed set threshold in SANS 10103:2003

5.9.2 Dust Control

The *Contractor* shall employ all available methods for minimization of dust during the execution of work activities.

5.9.3 Water Control

The *Contractor* shall at all times ensure that his/her work activities do not result in pollution and over utilisation of water.

5.9.4 Waste Control

The *Contractor* shall manage waste in a manner that it won't become a nuisance or impact negatively on the environment. Waste on site shall be managed as per *Employers'* requirements and applicable environmental bylaws and legislations.

The *Contractor* shall not exceed the threshold defined in terms of section 19 of the National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008).

5.9.5 Control of Chemicals and Hazardous Substances

The *Contractor* shall ensure that all chemicals and hazardous materials are stored in a sealed container with a secondary containment. The *Contractor* shall provide everything else necessary to fulfil this requirement.

12.10 Hook ups to existing works

N/A

12.11 Tests and inspections

12.11.1 Description of tests and inspections

Describe the tests and inspections to be carried out by the *Contractor* and the *Service Manager* and others [40.1].

12.11.2 Materials facilities and samples for tests and inspections

State what materials facilities and samples for tests and inspections the *Contractor* and the *Employer* are to provide, per core clause 40.2.

13 List of drawings

13.1 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