



## NEC3 Term Service

# Short Contract (TSSC3)

A contract between Eskom Holdings SOC Ltd  
(Reg No. 2002/015527/30)

and .....

for **Provision for Scaffolding and Mobile Equipment  
Training for Eskom Staff within the Cape Coastal  
Cluster - Eastern Cape and Western Cape on an “as  
and when required” basis.**

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Documentation prepared by:

CONTRACTS MANAGEMENT

# C1 Agreements & Contract Data

## C1.1 Form of Offer and Acceptance

### Offer

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

### Provision for Scaffolding and Mobile Equipment Training for Eskom Staff within the Cape Coastal Cluster - Eastern Cape and Western Cape on an "as and when required" basis.

The tenderer, identified in the signature block below, having examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, 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.

The offered total of the Prices exclusive of VAT is	<b>RATES</b>
Value Added Tax @ 15% is	<b>RATES</b>
The offered total of the Prices inclusive of VAT is	<b>RATES</b>
(in words)	

This Offer may be accepted by the Employer by signing the form of Acceptance overleaf 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:**

## 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 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 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 Tender 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, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week 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 copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

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 tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. \_\_\_\_\_'

## Schedule of Deviations

Note:

1. To be completed by the Employer prior to award of contract. 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 Contract Data

### Data provided by the *Employer*

[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]

1. Please read the relevant clauses in the NEC3 Term Service Short Contract (April 2013) (TSSC3)<sup>1</sup> before you enter data. The number of the principal clause is shown for most statements however other clauses may also use the same data.
2. Where the following symbol is used "[•]" - data is required to be inserted.]

Completion of the data in full is essential to create a complete contract.

Clause	Statement	Data
<b>General</b>		
10.1	The <i>Employer</i> is (Name):	<b>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</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>[•]</b>
	Fax No.	<b>[•]</b>
	E-mail address	<b>[•]</b>
	If the <i>Employer</i> appoints an <i>Employer's Agent</i> , the <i>Employer's Agent</i> is:	
14.5	Name	<b>Sharad Bhagwan</b>
	Address	<b>Eskom Holdings SOC Ltd Sunilaws Office Park, Bonza Bay Road, Beacon Bay, East London</b>
	Tel No.	<b>043 703 2232</b>
	Fax No.	<b>086 212 3650</b>
	E-mail address	<b>BhangwS@eskom.co.za</b>
	The authority of the <i>Employer's Agent</i> is	<b>Manager Learning Implementation</b>
11.2(5)	The <i>service</i> is	<b>Provision for Scaffolding and Mobile Equipment Training for Eskom Staff within the Cape Coastal Cluster - Eastern Cape and Western Cape on an "as and when required" basis.</b>
11.2(6)	The Service Information is in	<b>the document called 'Service Information' in Part 3 of this contract.</b>
30.1	The <i>starting date</i> is.	<b>TBA</b>

<sup>1</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or [www.ecs.co.za](http://www.ecs.co.za).

30.1	The <i>service period</i> is.	<b>Sixty (60) months</b>
13.2	The <i>period for reply</i> is	<b>One (1) weeks</b>
50.1	The <i>assessment day</i> is the	<b>Period agreed upon by <i>Employer's Agent</i> and <i>Contractor</i> from the <i>Starting Date</i>.</b>
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	<b>the amount of the deductibles relevant to the event</b>
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	<b>No</b>
93.1	The <i>Adjudicator</i> is	<b>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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).</b>
	Address	<b>[•]</b>
	Tel No.	<b>[•]</b>
	Fax No.	<b>[•]</b>
	e-mail	<b>[•]</b>
93.2(2)	The <i>Adjudicator nominating body</i> is:	<b>the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>) or its successor body</b>
93.4	The <i>tribunal</i> is:	<b>arbitration.</b>
	The <i>arbitration procedure</i> is	<b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b>
	The place where arbitration is to be held is	<b>East London, Eastern Cape, South Africa.</b>
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	<b>the Chairman for the time being or his nominee</b>
	- if the arbitration procedure does not state who selects an arbitrator, is	<b>of the Association of Arbitrators (Southern Africa) or its successor body.</b>
<b>The <i>conditions of contract</i> are the NEC3 Term Service Short Contract (April 2013)<sup>23</sup> and the following additional conditions Z1 to Z11 which always apply:</b>		

<sup>2</sup> If the previous edition applies change 'April 2013' for 'September 2009'.

<sup>3</sup> State whether attached as a 'PDF' file in terms of Eskom's licence, or to be obtained from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or [www.ecs.co.za](http://www.ecs.co.za)

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

- Z2.1 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.
- Z2.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.
- Z2.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the *starting date* the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z2.4 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 those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *service*.

**Z3 Confidentiality**

- Z3.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to others except where required by this contract. 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 where required by this contract the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z3.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.
- Z3.3 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.
- Z3.4 The taking of images (whether photographs, video footage or otherwise) of the *Employer's* 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 *Employer*. All rights in and to all such images vests exclusively in the *Employer*.
- Z3.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

**Z4 Waiver and estoppel: Add to clause 12.2:**

- Z4.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties or their delegates 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.

**Z5 Health, safety and the environment**

- Z5.1 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*:
- 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 *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.
- Z5.2 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.



**Z6 Provision of a Tax Invoice and interest. Add to clause 50**

- Z6.1 The *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the correctly assessed amount due for payment.
- Z6.2 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 clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z6.3 The *Contractor* 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.

**Z7 Notifying compensation events**

- Z7.1 Delete from the last sentence in clause 61.1, "unless the event arises from an instruction of the *Employer*."

**Z8 *Employer's* limitation of liability; Add to clause 80.2**

- Z8.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand).

**Z9 Termination: Add to clause 90.2, after the words "or its equivalent":**

- Z9.1 or had a business rescue order granted against it.

**Z10 Addition to Clause 50.4**

- Z10.1 If the amount due for the *Contractor's* payment of *delay damages* reaches the limits stated in a Task Order (if any), the *Employer* may terminate the *Contractor's* obligation to Provide the Service.
- Z10.2 If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the service.

**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,

<b>Committing Party</b>	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
<b>Corrupt Action</b>	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,
<b>Fraudulent Action</b>	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,
<b>Obstructive Action</b>	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
<b>Prohibited Action</b>	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 condition of contract 82 with the following:

#### Insurance cover 82

- 82.1 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.
- 82.2 The *Contractor* provides the insurances 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 <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance  The <i>Employer's</i> policy deductible as at contract date,

	where covered by the <i>Employer's</i> insurance
Loss of or damage to equipment, plant and materials	The replacement cost where not covered by the <i>Employer's</i> insurance  The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, equipment and other things used to Provide the Service) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Service	<b><u>Loss of or damage to property</u></b> The replacement cost  <b><u>Bodily injury to or death of a person</u></b> The amount required by the applicable law
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

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

**INSURANCE TABLE B**

<b>Insurance against or name of policy</b>	<b>Minimum amount of cover or minimum limit of indemnity</b>
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:

<b>AAIA</b>	means approved asbestos inspection authority.
<b>ACM</b>	means asbestos containing materials.
<b>AL</b>	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.
<b>Ambient Air</b>	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.
<b>Compliance Monitoring</b>	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.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	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.
<b>Standard</b>	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
<b>SANAS</b>	means the South African National Accreditation System.
<b>TWA</b>	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4-hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are affected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited, and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

**Data provided by the Contractor (the Contractor's Offer)**

The tendering contractor is advised to read both the NEC3 Term Service Short Contract (April 2013) and the relevant parts of its Guidance Notes (TSSC3-GN)<sup>4</sup> in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 24 of the TSSC3 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

10.1	The <i>Contractor</i> is (Name):  Address  Tel No.  Fax No.  E-mail address	
63.2	The percentage for overheads and profit added to the Defined Cost for people is	%
63.2	The percentage for overheads and profit added to other Defined Cost is	%
11.2(4)	The Price List is in	the document called 'Price List' in Part 1 of this contract.
11.2(4)	The offered total of the Prices for part of the service in Part 1 of the Price List is	RATES BASED excluding VAT
11.2(4)	The offered total of the Prices for part of the service in Part 2 of the Price List is	RATES BASED excluding VAT

<sup>4</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or [www.ecs.co.za](http://www.ecs.co.za).

## C2 Pricing Data

### C2.1 Pricing assumptions

The Price List is in two parts. Part 1 is for work described in the Service Information not requiring the *Employer* to issue a Task Order. Part 2 is for work to be carried out within a stated period of time on a task-by-Task basis and instructed by Task Order. The *service* may comprise work under Part 1 only or Part 2 only or a mix of both.

Entries in the first four columns of Part 1 of the Price List are made either by the *Employer* or the tenderer. Entries in the first four columns of Part 2 of the Price List would normally be made by the *Employer* as the Party most likely to know the kind of work which will be instructed by the issue of Task Orders. The tenderer then enters a rate for each item and multiplies it by the Expected quantity to produce the Price to be entered in the final column.

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 tenderer 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 the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters a rate for each item and multiplies it by the Expected quantity to produce the Price, to be entered in the final column.

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.

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

## C2.2 Price List

### Part 2

Price list for the Provision for Scaffolding and Mobile Equipment Training for Eskom Staff within the Cape Coastal Cluster - Eastern Cape and Western Cape on an "as and when required" basis.

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

Item nr	Description	Rates
1.	Tractor Driving	
2.	Tractor Driving Assessment	
3.	Tractor loader backhoe operator training	
4.	Tractor loader backhoe operator assessment	
5.	Eart auger operator training	
6.	Eart auger operator assessment	
7.	Chain Saw operator training	
8.	Chain Saw operator assessment	
9.	Brush Cutter training	
10.	Brush Cutter assessment	
11.	Brush Cutter operator training	
12.	Brush Cutter operator assessment	
13.	Pedestal mounted ladder training	
14.	Pedestal mounted ladder assessment	
15.	Sky Jack training	
16.	Sky Jack assessment	
17.	Winching and Hoisting Techniques training	
18.	Winching and Hoisting Techniques assessment	
19.	Moving Equipment/ Yellow Brigade Equipment training (5 days)	
20.	Moving Equipment/ Yellow Brigade Equipment assessment	
	<b>SCAFFOLDING TRAINING</b>	
1.	Assist to erect, use and dismantle access scaffolding = 1 day	
2.	Erect, use and dismantle access scaffolding = 2 days	



3.	Inspect access scaffolding = 2 days	
4.	Compressor and Jack Hammer Training Novice = 2 days	
5.	Compressor and Jack Hammer Re-assessment = 1 day	
6.	Petrol Auger Training Novice = 2 days	
7.	Petrol Auger Re-assessment = 1 day	
	<b>TRAVELLING AND ACCOMMODATION</b>	
1.	Travelling	
2.	Accommodation	

Total of the Prices for Part 2

**NOTES TO THE PRICE LIST:**

- The Tendered rates exclude VAT.
- Contract will be established for a period of 36 months; prices are fixed and firm for the first 12-month period and thereafter will be escalated using SEIFSA (15% Un-Adjustable and 85% Adjustable) in accordance with relevant cpi.
- Rates are based as per learner per course
- Accommodation will be at most a three star. Travelling to be claimed from the service Providers nearest Office in the Eastern Cape to the site/ CNC on which training will be provided.

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**Contractor**


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**Date**

# C3: Scope of Work

## C3.1 Service Information

Provision for Scaffolding and Mobile Equipment Training for Eskom Staff within the Cape Coastal Cluster - Eastern Cape and Western Cape on an "as and when required" basis.

### 1. Description of the service

Provide the learner with adequate knowledge and skills to operate mobile equipment safely, according to pre-set operating standards and understand the principles of operation.

The qualifying learner will have knowledge of the following and more:

- Legal and specified requirements pertaining to safe, healthy work environment in the use of mobile equipment and the consequences of not adhering to that.
- The hazards and associated risks pertaining to the use of mobile equipment, identified through specific risk assessment procedures and actions to be taken should they be encountered.
- Principal components, systems, controls and their functions.
- The specified factors affecting optimum performance of mobile equipment and actions to be taken should sub-standard conditions and problems be encountered.
- Pre-start operation
- Start-up procedures
- Operating mobile equipment
- Shutting down procedures.

### 2. Specifications

Title	Date or revision	Tick if publicly available
<b><u>General Specifications:</u></b>		
<b>Health and Safety requirements</b>		
<b>Environmental requirements</b>		
<b>Site regulations and access control</b>		
<b>Supplier Quality Management Specification 240-105658000</b>	<b>Rev 3</b>	<b>Yes</b>
<b><u>Technical specifications:</u></b>		
<b>Care, Inspection, Maintenance and Testing of Live Work</b>	<b>June 2019</b>	<b>Yes</b>
<b>Lifting Equipment Ref: 34-655 &amp; 41-653</b>		

### 3. Constraints on how the *Contractor* Provides the Service

- The Consultant/Contractor is to observe the Occupational Health & Safety requirements to be met by Contractors and Sub-Contractors employed by Eskom
- All safety requirements to be strictly adhered to by the Contractor
- Adherence of Eskom Life-Saving rules
- Immediately report to Eskom liaison person any difficulties or problems which are impeding the quick and smooth carrying out of the service

#### 3.1 Meetings

- Where Eskom requests a meeting for whatever reason the Supplier should avail themselves immediately.
- Any communication between the Supplier and the relevant Eskom representative / Official must be communicated in writing.

#### 3.2 Use of standard forms

NEC3 Standard Forms to be used for this contract.

The report must consist of the following:

- Attendance Register
- Report on entire course
- Report on each student whether competent (Comp) or not yet competent (NYC) and if NYC the way forward.
- Certificates issued to the student if competent.
- Assessment result treated with confidence.
- Student feedback, returned to the training department.

#### 3.3 Invoicing and payment

In terms of core clause 50 the *Contractor* assesses the amount due and applies to the *Employer* for payment. The *Contractor* applies for payment with a tax invoice addressed to the *Employer* as follows:

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The *Contractor* includes the following information on each tax invoice:

- Name and address of the *Contractor*
- The contract number and title.
- *Contractor's* VAT registration number.
- The *Employer's* VAT registration number 4740101508.
- The total of
  - The Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed.
  - Where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate,
- Other amounts to be paid to the *Contractor*.
- Less amounts to be paid by or retained from the *Contractor*.
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT.
- (add other as required)

The *Contractor* attaches the detail assessment of all work done for each item in the Price List to each tax invoice showing

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

Please note that all invoices are to be submitted in electronic format to [invoiceseskomlocal@eskom.co.za](mailto:invoiceseskomlocal@eskom.co.za)

Any queries regarding payments can be directed to Finance Shared Services (FSS) on (011) 800 5060.

### 3.4 Records of Defined Cost

To substantiate the Defined Cost of compensation events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, plant and materials, work subcontracted by the *Contractor* and equipment. [See clause 11.2(2) and 63.2].

### 3.6 BBBEE and preferencing scheme

Contractor to supply information on the SD&L template.

## 4. Requirements for the plan

The contractor and the Eskom Representative must discuss the time and the ways in which the work is to be carried out.

## 5. Services and other things provided by the *Employer*

### Provided by the *Employer*

Item	Date by which it will be provided
The <i>Employer</i> will provide water when available at the site (free issue).	
Structure for training.	
Any changes/ updates made to directives, policies, and procedures etc related to this training.	

### Provided by the *Contractor*

The *Contractor* is to provide its own accommodation/ mobile laboratories for scaffolding and mobile equipment training for Eskom staff. These facilities shall be removed from site upon completion of the service. The Contractor shall use their own vehicles to and from the service site. The *Contractor* shall provide everything else necessary for providing the Service.

## 6. Property affected by the service

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

All Eskom sites are regarded as National Key Points and have very strict entrance requirements. The Contractor shall ensure that their employees entering these sites are security screened. In addition, the Supplier shall ensure that prior arrangements are made with the site Supervisors.

### **People restrictions, hours of work, conduct and records**

The following restrictions on working hours are applicable to all the sites. The times are applicable to the normal working days. The Starting time shall be 07:30 and the End time shall be 16:00. It is very important that the *Contractor* keeps records of his people working on the Affected Property, including those of his Subcontractors. The *Service Manager* shall have access to them at any time. These records may be needed when assessing compensation events

### **Health and safety facilities on the Affected Property**


First Aid facilities are provided by the *Employer* and are located in near the main entrance of each Control room building for emergency use. The Site Representative will provide the name of the appointed Site First Aider who must keep control of the first aid facility.

### **Tests and inspections**

#### **Description of tests and inspections**

The contractor is to examine the equipment as per OHS Act No85 of 1993 under the Driven Machinery Regulation 18 (6) or at every six (6) month interval. The contractor should subject the equipment to a performance test as required in the OHS Act No85 of 1993 under the Driven Machinery Regulation 18 (5) or every twelve (12) month interval.

# Task Order

	TASK ORDER	Template Identifier	240-147869146	Rev	1
		Effective Date	01 January 2018		
		Review Date	August 2025		

**PURCHASE ORDER NO.:** \_\_\_\_\_

**TASK ORDER NO.:**

**PROJECT NO.:**

**CONTRACT NO.:**

**TITLE OF THE CONTRACT:**

<b>CONTRACTOR:</b>		<b>EMPLOYER: ESKOM HOLDINGS SOC LIMITED</b>	
<b>Contact Person:</b>		<b>Contact Person:</b>	
<b>Address:</b> Southernwood East London  Telephone No.: Cell No: Email:		<b>Address:</b>  Telephone No.: Cell No.: Email.:	
<b>THE TASK IS:</b>			
Please carry out the Task in accordance with the above referenced contract which includes the data stated in this Task Order.			
<b>Task Start Date is:</b>		<b>Task End Date is:</b>	


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DETAIL DESCRIPTION OF THE TASK
<p><b>1. CONTACT PERSON FOR TASK:</b></p>
<p><b>2. SCOPE OF WORK</b></p>
<p><b>3. DELIVERABLES</b></p>
<p><b>4. ACCESS (25.2)</b></p> <p>The <i>Employer</i> will provide access to the relevant Eskom Sites and Offices.</p>
<p><b>5. PROGRAMME (31.1 and 32.2)</b></p> <p>The Contractor shall provide a first programme for acceptance within one week of the start date.</p>
<p><b>6. QUALITY (40.2)</b></p> <p>The <i>Consultant</i> will provide a Quality Policy Statement and a Quality Plan within 2 weeks of Task Order signing.</p>
<p><b>7. DELAY DAMAGES (X7.1 and Z11)</b></p> <p>Not Applicable.</p>
<p><b>8. TRANSFER OF RIGHTS (X9)</b></p> <p>Reference to "As per Task Order" not Applicable.</p>
<p><b>9. KEY PERFORMANCE INDICATORS (X20)</b></p> <p>KPI's for this task order will be discussed and implemented as per required deliverables.</p>
<p><b>10. COST ESTIMATE – exclude VAT</b></p>

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- \*Expenses are claimed as per cost incurred and accompanied by the supporting documents.
- \*Hours worked are subjected to the completion of time sheets, signed off by the *Consultant* Project Resource(s), Employer's Project Manager and *Consultant's* Representative.
- \*No overtime, Weekend's, or Public Holidays rate, only Task Order rate is applicable.
- \*Annual leave and sick leave days are not claimable.
- \*The cost table reflects the estimated hours, capped at a maximum allowed claimable from the *Employer* within the Task Order duration.
- \* The *Consultant* will be paid based on actual hours worked and outcomes delivered.
- \* The *Consultant* proceeds to deploy the resources as proposed during the RFP process. Should any of them not be available at the start date, such resources be replaced with resources of equal standing.
- \* The resources CV forms part of this Task Order.

#### 11. SUPPLIER DEVELOPMENT AND LOCALISATION (SD&L)

Successful supplier will be obligated to train 1 candidate for every R3.5 million accumulated through task order awarded to the supplier; this obligation will be for the duration of the contract. The duration of the task order will not be linked with the supplier's obligation to train; therefore the supplier will have to ensure that the skills committed are successfully achieved by the end of the contract period. Skills candidates shall be sourced from South Africa. The purpose is to provide these candidates with skills and workplace experience in order to increase the opportunity for them to be employable within the industry. The supplier may develop the candidates directly, through their supply network or through the SETA accredited training providers.

#### 12. TRANSFER OF SKILLS

The *Consultant*, within the Task Order execution period or part thereof, may be required from time to time and depending on the nature of the Task to actively train candidate learners. The skills transfer process may take place in the *Consultant's* offices, the *Employer's* office or on site, as agreed with the *Employer*. During this period, the candidate will remain in the employ of the *Employer* or as otherwise agreed. The *Consultant* has the right to refuse a candidate in the event that the identified candidate is not qualified, committed, or for any other legitimate reason. The training programme will be put in place by the *Employer*. The cost of the training shall be borne by the *Employer*.

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Accepted by the <i>Contractor</i> :	<div> <div></div> <div>.....</div> <div>SIGNATURE</div> </div>	<div> <div></div> <div>.....</div> <div>DATE</div> </div>
Employer's Agent:	<div> <div></div> <div>.....</div> <div>SIGNATURE</div> </div>	<div> <div></div> <div>.....</div> <div>DATE</div> </div>

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