



NEC3 Term Service Contract (TSC3)

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

and

for **Provision and maintenance of custom-made hearing protection**

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CONTRACT No.

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 and maintenance of custom made hearing protection

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

Options A	The offered total of the Prices exclusive of VAT is	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	[•]	

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 _____
 Name & signature of witness _____
 Date _____

Procurement Manager
(Insert name and address of organisation)
Eskom Holdings SOC Limited

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	<div style="background-color: #cccccc; width: 100px; height: 20px; margin-bottom: 5px;"></div> dispute resolution Option	A: Priced contract with price list W1: Dispute resolution procedure 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 <i>Employer</i> is (name):	Eskom Holdings SOC Limited (reg no: 2002/015527/30), 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.	
	Fax No.	
10.1	The <i>Service Manager</i> is (name):	
	Address	
	Tel	
	Fax	
	e-mail	
11.2(2)	The Affected Property is	Tutuka Power Station
11.2(13)	The <i>service</i> is	Provision and maintenance of custom-made hearing protection
11.2(14)	The following matters will be included in	As stipulated in the Site information section of

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

	the Risk Register	this contract.
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 <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	Immediately
2	The Contractor's main responsibilities	(If the optional statement for this section is not used, no data will be required for this section)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	As per Task Order , agreed between Service Manager and Contractor
3	Time	
30.1	The <i>starting date</i> is.	01 August 2025
	The completion date is.	31 July 2030
4	Testing and defects	No data is required for this section of the conditions of contract.
5	Payment	
50.1	The <i>assessment interval</i> is	On or as close as possible to the last working day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	4 weeks
51.4	The <i>interest rate</i> is	<p>(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 and</p> <p>(ii) The LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose</p>

		appointment it shall not be necessary to prove.
6	Compensation events	(If the optional statement for this section is not used, no data will be required for this section)
	These are additional compensation events:	NA
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 <i>Employer's</i> risks	1. As per NEC3 TSC Core Clause 8 Risks and Insurance Risks - 80.1 and insurance 83.1 and 83.2
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	as stated for "Format TSC3" available on http://www.eskom.co.za/live/content.php?Item_ID=9248 (See Annexure A for basic guidance).
83.1	The <i>Employer</i> provides these additional insurances	as stated for "Format TSC3" available on http://www.eskom.co.za/live/content.php?Item_ID=9248 (See Annexure A for basic guidance)
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/live/content.php?Item_ID=9248
83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Employer</i> is:	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/live/content.php?Item_ID=9248
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability 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 for any one event is:	Whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.
83.1	The minimum limit of indemnity for insurance in respect of 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 for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)..
9	Termination	There is no Contract Data required for this section of the conditions of contract.
10	Data for main Option clause	
A	Priced contract with price list	

11 Data for Option W1

W1.1	The <i>Adjudicator</i> is (Name)	<p>Either State the name of the person selected & complete the contact details below Or, state 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.</p>
	Address	Will be appointed when a dispute arises.
	Tel No.	N/A
	Fax No.	N/A
	e-mail	N/A
W1.2(3)	The <i>Adjudicator nominating body</i> 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 <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> 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	The Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	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 <i>base date</i> for indices is	The month prior to the month in which the Enquiry closes		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		%	Labour	
		%	Transport	
		%	Material	
		0.	[•]	[•]
		0.	[•]	[•]
		non-adjustable		

X2	Changes in the law	No data is required for this Option
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/live/content.php?Item_ID=9248
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for <ul style="list-style-type: none"> • 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 <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • Infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	Last payment after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	Within the same day of receiving the Task Order
Z	The <i>additional conditions of contract</i> 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 is 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.

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. SUPPLIER DEVELOPMENT AND LOCALISATION

Z12.1 Local content and production

Although this is a non-designated sector, 100% local content is expected. Therefore the tenderer will be encouraged to propose 100% on Local Production and Content. Table Below

Criteria	Weight (%)	Target (%)	Proposed Target (%)	Total overall weighted score
Local content to South Africa	70%	100%		
Local content to site	30%	100%		

The local content as percentage of the proposal price will be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = 1 - \quad \times 100$$

Z12.2 Skills Development (Not applicable)

The nature and duration of the scope do not present any meaningful opportunities for skills development. It is therefore, recommended that skills development be waived as a requirement for this tender.

Z12.3 Special Conditions of this tender

The objective criteria of this package are to:

- Advance participation of Black Owned businesses especially those that are within the local communities around Standerton / Sakhile areas.

To achieve the above objectives the following will apply:

- The invitation to tender will call for entities that are 100% black owned (QSE/EME Level-3) and from Standerton / Sakhile to tender
- Tenderers must also submit proof that they operate within Standerton/Sakhile (Registered business address).
- Tenderers which do not have registered business address in these areas and are not in the required black owned categories of suppliers will not qualify for further evaluation.

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 contractors and their brokers should consult the internet web link given below and scroll to '**Format TSC3**' to establish both the cover and the deductibles in relation to the *service* provided in terms of this contract.
4. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 83.2. In terms of clause 83.1 "the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
5. If Marine Insurance is required the *Contractor* needs to obtain a copy of the latest edition of Eskom's Marine Policies Procedures found at internet website given below.
6. **Further information and full details of all Eskom provided policies and procedures may be obtained from:**

http://www.eskom.co.za/live/content.php?Item_ID=9248

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*

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 <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	
11.2(14)	The following matters will be included in the Risk Register	N/A
24.1	The key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience:	
A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	Attached
11.2(19)	The tendered total of the Prices is	R

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

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	2
C2.2	The <i>price list</i>	2

C2.1 Pricing assumptions: Option A

The conditions of contract

Provision and maintenance of Custom Made Hearing Protection for Tutuka Power Station

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 <i>price list</i> 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 <i>Contractor</i> has completed and Where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> 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*

Item nr	Description	Unit	Expected Quantity	Rate	Price
1	Custom-made/Individually fitted hearing protection	ea	790		
2	Service ensuring the effectiveness of the product with the hearing conservation program	ea	790		
3	Technician one day a month visit to site to conduct ear impressions on individuals, service ensuring the effectiveness of the product with the hearing conservation program, replace valves on the device where required.	ea	60		
4	Travelling	km			

Note: Calendar Day is all days indicated in a specific month. This includes all week-ends and public holidays.
 A 2-shift cycle will be adopted

The total of the Prices

Note: 1

Tenderers shall allow in their rates for the cost of all materials, labour, transport, profit, supervision and all other costs which may be incurred in the proper execution of the works (access, compressed air, water, electricity etc.). This could also include, but not be limited to levies payable to any industrial councils, associations, etc. that may be due by the tenderer, the cost of compliance to legislation, for instance regarding Health and Safety, compliance with Labour Legislation, etc.

ONLY MANPOWER CAN BE CHARGED ON PUBLIC HOLIDAYS AND SUNDAYS ACCORDING TO THE LABOUR ACT AND ALL EQUIPMENT WILL BE CHARGED AS PER THE ABOVE LIST. AN ADHOC SITE IS A PERIOD OF ONE MONTH OR LESS.

PART 3: SCOPE OF WORK

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

Description of the *service*

Executive overview

Provision and maintenance of custom-made hearing protection to Tutuka employees.

This contract is to start on **01 August 2025** and is to end on **31 July 2030**

Scope:

- a) Provide custom made and individually fitted hearing protection devices with the following specification.
 - Noise Reduction Rate (NRR) attenuation of 35dB.
 - Made of acrylic material
 - Durable, lightweight, robust, easy to clean and comfortable fit.
 - Leak tight seal fit.
 - Adjustable valve for attenuation
 - Manufactured according to EN 352 and SANS 50352-2
 - Marked with user's name. (optional)
- b) Monthly site visit to conduct periodical service maintenance on each custom-made hearing protection device provided including Noise-Ban Elite devices already issued to Tutuka employees to guarantee effective protection against noise exposure.

Service requirements:

- Come to site to conduct individual impressions of each user.
- Conduct a leak-tight test during the fitment of the protection device to guarantee effective protection against noise.
- Monitor and service annually each custom-made ear protection provided and including the Noise-Ban Elite units that are already in use by workers at Tutuka Power Station to guarantee the effectiveness of the product for another 12 months.
- Train each user in the use and maintenance of the hearing protection device as well as the importance of protecting their hearing and the subsequent consequences of noise-induced hearing loss.

GENERAL

- Ensure that all personnel adhere to Eskom Environmental Policy
- The supplier must be in possession of a certificate of good standing with the Compensation Commissioner (Compensation for Occupational Injuries and Diseases Act, 1993)
- Custom made hearing protection must be SABS tested and surpasses the minimum specs (SABS 1451 Part II 1988)
- Certified by Dept. of Labour Occupational Health & Safety Regulation
- EC-Type Test Certificate (LC20 & LC35 filters)

TASK ORDER

- No work is to commence before a task order has been supplied to the contractor by Eskom, Tutuka Power Station and signed by the supplier and returned to Eskom.
- The details of the tasks will vary from site to site and will be stipulated in the respective task orders
- At least THREE DAYS notice of the required service will be given by the end user.

TRAINING

- Supplier must avail personnel for Induction training which will be conducted by Eskom.
- Train each user in the use and maintenance of the hearing protection device as well as the importance of protecting their hearing and the subsequent consequences of noise-induced hearing loss.

EQUIPMENT

- The supplier will provide their own equipment to conduct the test or manufacture the custom made hearing protection
- The supplier will provide their own transport to come to site.

Employer's requirements for the service

In order to carry out the service set out in the executive overview, Eskom procedures will be applicable.

The *Supplier* shall be responsible for own Transport to and from work/home.

Standard minimum specifications

All vehicles purchased or hired after the implementation date shall meet the following basic requirements, when available in the market:

- Factory-fitted antilock brake system (ABS).
 - Factory-fitted driver and passenger airbags.
 - Factory-fitted alarm/immobiliser.
 - Factory-fitted power steering.
-

- Tyres as per manufacturer's specifications for the intended purpose. Emergency warning triangle.
- Comprehensive vehicle insurance.
- The transport must be able to accommodate a wheel chair bound passenger.

Driver

The driver requirements are set out in Eskom procedures 32-93 and 36-588. These procedures describe the fitness of the driver and constitute, but not limit, the following:

- The driver shall be in possession of a valid National driver's licence.
- The driver is also bound by Eskom procedure "Eskom lifesaving rules as stipulated in procedure 240-62196227".
- Two stipulations rules the actions of the driver:

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.

"Under the influence" means the use of alcohol, drugs, and/or a controlled substance to the extent that:

- the individual's faculties are in any way impaired by the consumption or use of the substances; or
- the individual is unable to perform in a safe, productive manner; or
- the individual has a level of any such substance in his/her body that corresponds to or exceeds accepted medical/legal standards; or
- The individual has a level of alcohol in his/her body that is greater than 0.00% blood alcohol concentration.

This includes any level of an illegal substance in the body, irrespective of when the substance was used.

Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
CPA	Cost Price Adjustment
QCP	Quality Control Plan
NA	Not Applicable
H-W-H	Home-Work-Home

Management strategy and start up.

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

- The service will be carried out on receipt of a Task order from the Employer

Contractor's management, supervision and key people

- The contractor will be represented by the owner of the company

Documentation control

- Each instruction, certificate, submission, proposal, record, acceptance, notification, reply and other communication which this contract requires is communicated in a form which can be read, copied and recorded.
- Writing is in the Language of this contract.
- All communications must be printed and filed in the *Service Managers* file
- The Employer reserves the right to inspect or have the vehicles, fire arms, PPE equipment, driver and any related documents inspected at any reasonable time.

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
Tutuka Power Station
Private bag x 2016
Standerton
2430

and include on each invoice the following information:

Name and address of the *Contractor* and the *Service Manager*;
The contract number and title;
Contractor's VAT registration number;
The *Employer's* VAT registration number 4740101508;
Description of service provided for each item invoiced based on the Price List;
Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
Purchase order number
CPA calculation sheet (if applicable)
Copy of assessment with service entry number

Contract change management

- Changing the service information
- Access
- Provision by the *Employers*
- Stopping work
- Work of the *Employer* or others
- Reply to communication
- Changing a decision
- Withholding acceptance
- Delayed tests or inspections
- Change of affected property
- Materials, facilities etc. for tests
- *Employer's* risks
- Assumption about compensation events
- *Employer's* breach of contract

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

- N/A

Insurance provided by the *Employer*

- Refer to contract data section 8

Training workshops and technology transfer

- All training required by Eskom will be on Eskom's account.

Design and supply of Equipment

- The Contractor to provide all equipment as stated in the Service Information

Provide custom made and individually fitted hearing protection devices with the following specification.

- Noise Reduction Rate (NRR) attenuation of 35dB.
- Made of acrylic material
- Durable, lightweight, robust, easy to clean and comfortable fit.
- Leak tight seal fit.
- Adjustable valve for attenuation
- Manufactured according to EN 352 and SANS 50352-2
- Marked with user's name. (optional)

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

- N/A

Information and other things

- All Reports / Documents to be compiled, filed, discussed and handed over to the *Employer* on a daily basis and at the end of the *service*.

Management of work done by Task Order

- A Order is the instruction to commence work
- No work shall commence until order is issued and has been finalised and accepted and signed by both the *Employer* and *Contractor*
- Completion certificate to be issued after Order is completed and Assessment certificate to be completed
- All work will be issued by order.

Health and safety, the environment and quality assurance

Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in Annexure _____ to this Service Information.

- The *Contractor* must ensure that all his personnel attend a health and safety Induction Course prior to starting with the works.
- All Eskom health and safety procedures and regulations to be adhered to

Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure SHEQ POLICY 32-727

Quality assurance requirements

- The contractor shall adhere to Eskom Quality Standards QM58.

Procurement

People

Minimum requirements of people employed

– complying to the specifications listed in the Service Information

BBBEE and preferencing scheme

n/a.

Procurement Requirements:

PPPFA

Subcontracting

Preferred sub*contractors*

- *Sub-Contractors* will only be allowed with a written permission from the *Service Manager* only

Subcontract documentation, and assessment of subcontract tenders

- N/A

Limitations on subcontracting

- N/A

Attendance on sub*contractors*

- N/A

Attendance on sub*contractor's*

- N/A

Plant and Materials

Specifications

N/A

Correction of defects

- N/A

***Contractor's* procurement of Plant and Materials**

n/a

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

- N/A

Control of noise, dust, water and waste

n/a

Cooperating with and obtaining acceptance of others

Interface with Others

n/a

Planning

NA

Monthly progress report

NA

Completion

NA

Requirements for Completion.

End of contract period

Site services, procedures and title to site material.

NA

Supply of electricity

NA.

Water

NA

Accommodation of the Contractor's employees

The *contractor* makes his own arrangements for accommodation and meals.

Health and safety facilities on the Affected Property

- Emergency Response Team on each shift
- Sister and Medical Station on Site during day shift.
- In an emergency the contract supervisor and service manager must notified immediately
 - Safety:-
 - 1) Induction must include the following:-
 - a) Housekeeping
 - b) PPE
 - c) Confined Spaces
 - d) NDT – Non NDT personnel – Safety Requirements
 - e) Equipment
 - f) Eating Arrangements –
 - # Hygiene
 - # Facilities as designated by the *Employer*
 - Toilets
 - # Facilities available on the boiler levels
 - Hazardous Substances
 - Proof of all the different disciplines qualifications / diploma (certified)
 - Proof of all the different disciplines trade test certificate (certified)

Telecommunications

NA

Security

NA

Lighting

NA.

Health and safety

The *contractor* complies with the Occupational Health and Safety Act 85 of 1993.

Personal Protective Equipment

Safety Regulations of the Employer

As noted in the services information

Health and Safety Arrangements

The *contractor* ensures that all his personnel attend a Health and Safety Induction Course prior to starting with any work. The Induction Course is presented by the *Employer's* Safety Risk Department at Tutuka Power Station. Arrangements are made with Safety Risk Management, by the contractor.

The *Employer's* Safety Risk Manager or a person appointed by the Employers Representative visits and inspects the *contractor's* workplace or site yard and the working areas to ensure that vehicle and people comply with the minimum safety requirements.

The Service Manager may instruct the *contractor* to stop work, where the *contractor's* personnel fail to conform to safety standards or contravene health and safety regulations. Such stop-work order is not a compensation event. The Service Manager may instruct the *contractor* to discipline his employees and to submit a disciplinary action report to the Service Manager. The *contractor* implements additional health and safety precautions where necessary.

Fire Precautions

Any tampering with the *Employer's* fire equipment is strictly forbidden.

All exit doors, fire escape routes, walkways, stairways, stair landings and access to electrical distribution boards is kept free of obstruction and is not used for work or storage at any time. Fire fighting equipment must remain accessible at all times.

The *contractor* takes the necessary action to safeguard the area to prevent injury and the spreading of the fire.

Reporting of accidents

The *Employer* follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incidents. The *contractor* is expected to fully co-operate to achieve this objective. The Service Manager must be informed immediately of any incidents. All incidents and any damage to property or equipment must be reported to the Supervisor within 24 hours.

NOTE! This report does not relieve the *contractor* of his legal obligations to report certain incidents to the Department of Labour, or to keep records in terms of the Occupational Health and Safety Act, and Compensation for Occupational Injuries and Diseases Act.

Occupational Health and Safety Act 85 Of 1993 – SECTION 37

In accordance with Section 37 (2) of the Act, the *Contractor* is appointed by the *Employer* as a mandatory to assume the duties and responsibilities as stipulated in Annexure 9 to the Contract. The *Contractor* ensures compliance with all requirements of the Act and any instruction or notification that enhances those requirements.

The *Contractor's* person appointed on the form in Annexure 9 is a competent person as defined in the General Machinery Regulations, Section 2.1 of the Act.

The *Contractor* acknowledges that he is fully aware of all the requirements of the Occupational Health and Safety Act and undertakes to employ only staff who have been duly authorised in terms thereof and who receive sufficient safety training to ensure that they can comply therewith.

The *Contractor* undertakes not to do, and not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.

The *Contractor* appoints a person who liaises with the *Employer's* Safety Officer, responsible for the premises relevant to the Contract. The person appointed shall on request:

- Supply the *Employer's* Safety Officer with copies of minutes of all Health and Safety Committee meetings, whenever required.
- Supply the *Employer's* Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall notify the *Employer's* Safety Officer of any changes thereto.

The *Employer* may, at any stage during the duration of this contract:

- perform safety audits at the *contractor's* premises, its workplace and its employees;
- refuse any employee, Subcontractor or agent of the *Contractor* access to its premises if such person is found to commit any unsafe act or any unsafe working practice or is found not to be duly authorised nor qualified in terms of the Act;
- issue the *Contractor* with a stop work order or a compliance order should the *Employer* become aware of any unsafe working procedure or condition or any non - compliance with the Act, Regulations and Procedures referred to in the Occupational Health and Safety Act - 1993 and all Regulations made hereunder as well as all the *Employer's* Safety and Operating Procedures.
- Any stop work order resulting from the stipulations of the foregoing clause is not a compensation event. Furthermore, no amendments to the act or the Regulations or reasonable amendment to the *Employer's* Safety and Operating Procedures will entitle the *contractor* to claim any additional costs or time incurred in complying therewith, from the *Employer*.

Environmental controls, fauna & flora

Radiation protection

n/a

Hazardous Substances

n/a

Environmental management

n/a

Working on the Affected Property

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

- Lifesaving rule to be adhered at all times.

Records of Contractor's Equipment

- Contractor's equipment (Cell phones, Computers, Camera's etc.) to be declared and signed in at security.

Provided by the Contractor

- N/A

Housekeeping

The contractor's Equipment does not impair the operation of the plant or access to the plant.

Temporary access permits

All applicable contractor personnel shall be issued with a temporary access permit (Contractor Permit) which will contain the following information:

- Name
- ID Number
- Company
- Validity date

All contractor permits must be submitted to Protective Services when the workers leave the Site after Completion of the works.

The contractor applies with Tutuka Power Station Protective Services for the issuing of permits. The contractor submits his application at least 24 hours prior to entering the Security area. This Application form must be delivered to Protective Services or can be faxed to (017) 749 9168. The form contains the following information:

- Employee Name.
- Employee ID Number.
- Eskom Safety Co-ordinators signature.
- Eskom Service Manager's signature.
- Copy of the first page of the ID book of every employee of the contractor, photocopied to reduce the size to 65%.

The form is appended to the Contractor's Safety Manual, referred to in Section 2.3.2 (b).

The contractor's visitors and personnel shall conform to the security arrangements in force at the Site at all times.

The Head of Protective Services may, with valid cause, remove any of the contractor's Personnel from Site, either temporarily or permanently. He may deny access to the Site to any person whom, in the opinion of the said Head of Protective Services, constitutes a security risk.

No unauthorized vehicles will be allowed on Site. Contract vehicle application should be directed to the Service Manager.

The *contractor* will be limited to the working areas associated with the works. The *contractor* is forbidden to enter any other areas and must ensure that his employees abide by these regulations.

Parking inside the power station is allowed. The parking application must be addressed to the protective services. All contractors will supply protective services with their vehicle's registration numbers.

No recruiting of casual labour may be done on Eskom premises, including the area outside the power station security gate.

The *contractor* obtains the access procedures, from the Service Manager, which may change depending on the prevailing security situation.

People restrictions, hours of work, conduct and records.

- Normal working hours is Eskom working hours.
Monday to Thursday 07:00-16:15
Friday s 07:00-12:00

Standby personnel

NA

Temporary cabling

NA

Compressed air

NA

Electrical & Instrumentation equipment and appliances

NA

Laboratory facilities

NA

Handling of waste produced by the Contractor.

NA

Waste from the cleaning and maintenance of equipment

NA

Stockpiling of waste

NA

Appointments

N/A

Hazardous waste
NA



1. Access limitations

Personnel and vehicles entering and leaving the site are subject to routine searches and substance abuse testing.

2. Ground conditions in areas affected by work in this contract

NA

3. Hidden and other services within the *site*

NA

4. Details of existing buildings / facilities which *Contractor* is required to work on

N/A

5. Inspection on site

The Driver and / or vehicle can be inspected at any time.

6. Accommodation for employees

The Employer does not supply accommodation.

7. Telephone & telecommunications

NA

8. First aid and fire fighting

NA

9. Welding on site

NA

10. Safe plant isolations

NA.

11. Security, fire protection and safety

NA

12. Fire protection

NA

13. Safety and incident prevention

The *Contractor* shall implement and maintain an Accident Prevention Programme in accordance with the NOSA Standards Safety Regulations, NWS 1058 and the Safety Regulations as laid down in the Tutuka Safety Manual. The overriding regulations will however be the Occupation Health and Safety Act. A risk assessment is to be provided prior to the commencement of the work.

14. Safety

The *Contractor* shall comply with

- The National Road Act and its amendments.
- Health Act
- All Eskom Safety and Operating Procedures.

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 authorised in terms thereof and who have received sufficient safety training to ensure that they can comply therewith.

The *Contractor* undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.

Refuse any employee, sub-contractor or agent of the *Contractor* access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorised or qualifies in terms of the Act.

Issue the *Contractor* with a work stop order or a compliance order should Eskom become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures referred to in 1 above by the Contractor or any of its employees, sub-contractors or agents.

15. General

Contractor shall make provision in his rates for all costs involved in compliance with Security Requirements, Fire Protection, Safety and Accident Prevention. Eskom in this regard will entertain no claims for additional compensation.

17. Tender

Tender on the supplied Scope of Work shall be fixed and firm unless otherwise specified. The Tenderers shall include for compliance with all the provisions and requirements of site regulations and procedures in his pricing.

Any work not in the Scope of Work will be carried out only when the *Contractor* has received a signed variation order from Eskom.

The tenders must have a duplicate of all pages of the original. One (1) Original and one (1) copy as per tender document. All two documents must include a full technical summary of how the work will be executed.

17.1. Consumables

The *Contractor* shall allow in his tender price for any consumables that might be required for the execution of the work.

17.2. Transport

NA

19. Communication

The *Contractor* shall address all communications (after contract award) including telefaximilies to:

Service Manager
Tutuka Power Station
Private Bag X2016
Standerton
2430

Att :
Fax
E-Mail :

All communications from the *Contractor* shall carry the Enquiry Number or Contract Number after Contract Award, as well as the Title of the Works.

No recruiting is allowed on Eskom property. (Eskom property includes the area outside the main security gate).
