



ENQUIRY NUMBER

MPKOM10472GX

FOR THE CLEANING OF DAMS AND DISPOSAL OF SLUDGE ON AN "AS-AND-WHEN" REQUIRED BASIS AT KOMATI POWER STATION

ESKOM HOLDINGS SOC LIMITED
[REGISTRATION NO 2002/015527/06]
HEREIN REPRESENTED BY KOMATI POWER STATION

[the Employer]

CLOSING DATE:
THURSDAY, 10 NOVEMBER 2022
AT 10:00 AM

NOTE: AS A PRE-QUALIFICATION CRITERION THE ENQUIRY IS OPEN TO EME/QSE & LME'S THAT ARE LEVEL 1-3 B-BBEE COMPLIANT ENTITIES.

LIAISON PERSONNEL:

ESKOM COMMERCIAL [Kendal]
ESKOM TECHNICAL [Kendal]

Ms Girty Mahlangu
Mr Colman Sihlangu

☎ (013) 647 6816
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NEC3 Term Service

Short Contract (TSSC3)

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

and

for The cleaning of dams and disposal of sludge on an
"as-and-when" required basis at Komati Power
Station

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Documentation prepared by: Colman Sihlangu & Girly Mahlangu

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

For the cleaning of dams and disposal of sludge on an "as-and-when" required basis at Komati Power Station

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	R
Value Added Tax @ 15% is	R
The offered total of the Prices inclusive of VAT is	R
(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

N/A

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

Komatj Power Station
Van Dyks Drift/ Hendrina Road
Blinkpan
2250

(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. N/A'.

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)
Komati Power Station
Van Dyks Drift/ Hendrina Road
Blinkpan
2250

Name &
signature
of witness _____

Date _____

C1.2 Contract Data

Data provided by the *Employer*

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

Clause	Statement	Data
General		
10 1	The <i>Employer</i> is (Name)	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	If the <i>Employer</i> appoints an <i>Employer's Agent</i> , the <i>Employer's Agent</i> is	
14 5	Name	Colman Sihlangu
	Address	Komati Power Station Private Bag X Blinkpan, 2250
	Tel No	013 295 9082
	E-mail address	SihlanC@eskom.co.za
	The authority of the <i>Employer's Agent</i> is	N/A
11 2(5)	The <i>service</i> is	For the cleaning of dams and disposal of sludge on an "as-and-when" required basis at Komati Power Station
11 2(6)	The Service Information is in	the document called 'Service Information' in Part 3 of this contract.
30 1	The <i>starting date</i> is	1 December 2022
30 1	The <i>service period</i> is The <i>completion date</i> is	Six months 30 June 2023 (Note: the contract end date will be on expiry date or when funds are exhausted. Eskom, Komati Power Station has the right to cancel the contract any time without any legal implications due to financial constraints)
13 2	The <i>period for reply</i> is	2 days (and 24 hours for all health and safety related matters)
50 1	The <i>assessment day</i> is the	Within 14 days after each task order completion
51 2	The interest rate on late payment is	0.5% per week of delay
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	the amount of the deductibles relevant to the event

	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
93 1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
93 2(2)	The <i>Adjudicator nominating body</i> is	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body
93 4	The <i>tribunal</i> is	arbitration.
	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	Johannesburg 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.
The conditions of contract are the NEC3 Term Service Short Contract (April 2013) ¹² and the following additional conditions Z1 to Z11 which always apply:		

Z1 Cession delegation and assignment

- Z1 1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*
- Z1 2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry

Z2 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

¹ If the previous edition applies change 'April 2013' for 'September 2009'

² 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

- 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 <i>Contractor</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <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,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action, Corrupt Action, Fraudulent Action or Obstructive Action

- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof
- Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason
- Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2
- Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation

Z12 Insurance

Z__12.1 Replace 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 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	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> 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

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

Nuclear Material Damage Terrorism	Per the insurance policy document
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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 44 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 44 of 1999, or any replacement section dealing with the same subject matter
- Z13 5** The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned

Z14 Asbestos

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

AAIA	means approved asbestos inspection authority
ACM	means asbestos containing materials
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles
OEL	means occupational exposure limit
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles

Standard	means the <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
SANAS	means the South African National Accreditation System
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA

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

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)³ 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 2 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	As per price List

³ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or 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 1

Item no.	Description	Unit	Estimated Quantity	Price each	Total Price
1	Removal of sludge from Lake Stoffel to a disposal site	Ton	3 200	R	R
2	Removal of sludge from Lake Finn to a disposal site	Ton	2 200	R	R
3	PPE/Safety (Once off payment)	1	1	R	R
	TOTAL PRICE EXCLUDING VAT:				R

Note:

- The abovementioned tendered prices are exclusive of Value Added Tax, but inclusive of all costs related to the works eg consumables, equipment, transport, bonuses for employees, accommodation, ect
- In case of discrepancy between each price and total, the each price shall prevail

Contractor:

.....
Print name

.....
Signature

.....
Date

PRICE LIST FOR HEALTH AND SAFETY (PPE)

Item	Description	Qty	Price each/ person	Total price
1	Medicals (only if annual medical certificate expired)		R	R
2	Health and Safety File		R	R
3	Safety Training		R	R
5	Site Establishment		R	R
6	Site De-establishment		R	R
7	Hard hats with chin straps		R	R
8	Overalls		R	R
9	Gloves		R	R
10	Shoes (Safety boots)		R	R
11	Gumboots		R	R
12	Hearing protection		R	R
13	Safety goggles		R	R
14	Safety harnesses (with big hooks not small hooks)		N/A	N/A
15	First Aid box (es) 5 or more employees		R	R
16	Dust mask (FFP2/FFP3)		R	R
17	Respirators		N/A	N/A
18	Covid-19 Requirements		R	R
19	Thermal Suit		N/A	N/A
20	Special underwear – only cotton		N/A	N/A
21	Flash Suit		N/A	N/A
22	Training Appointed Operator - ORHVS (8 days)		N/A	N/A
23	Training Appointed Person - PSR (10 days)		N/A	N/A
24	Training Responsible Person - ORHVS & PSR (18 days)		N/A	N/A
25	Training Authorised Supervisor - PSR (2 5 days)		N/A	N/A
TOTAL VALUE FOR HEALTH AND SAFETY FOR THE TOTAL CONTRACT PERIOD				R

NOTE:

The above prices exclude VAT

It is compulsory for the Contractor to visit Komati Safety Department after contract award and before any work may commence to

- 1) be appointed in writing, and
- 2) sign an Agreement according to Section 37(2) of the Occupational Health and Safety Act No 85

Contractor:

.....
Print name

.....
Signature

.....
Date

**ESKOM
KOMATI POWER STATION**

RATE SCHEDULE FOR ANY COMPENSATION EVENT CALCULATIONS

Rates Schedule to apply on an "as and when required basis" for the cleaning of dams and disposal of sludge for any compensation event calculations

Item	Description	Rate per hour Overtime & Saturday (Base rate @ 1.5)	Rate per hour Sundays & Public Holidays (Base rate @1.5)	Rate for travelling p/km
1	Operator	R	R	R
2	Safety Officer	R	R	R
3	Site Manager	R	R	R
4				
5				

Note:

- The abovementioned tendered prices are exclusive of Value Added Tax, but inclusive of all costs related to the works eg consumables, equipment, transport, bonuses for employees, accommodation, ect

Contractor:

Print name

Signature

Date

C3: Scope of Work

C3.1 Service Information

Plant description

The Effluent recovery system consists of the pollution control dams namely Lake Stoffel, Lake Finn and 3rd Recovery dam in addition to other subsystems and components. The Purpose of the Effluent recovery system is to contain all effluent generated by Komati Power Station. The effluent system was designed to comply with the Department of Water and Sanitation's requirement to prevent a 1 in 50 year flood event spillage. The station drains and trenches are directly coupled to Lake Stoffel, thus all water is continuously released from the drains (station drains, seepage and storm water runoff, etc) and is routed directly to Lake Stoffel dam. The water enters the dam via a silt trap. Silt settles out and the effluent is discharged into Lake Stoffel dam. The water is recovered via 3 pumps to the cooling water east forebay or to 3rd recovery dam. The Lake Stoffel dam is lined with 1.5 mm HDPE liner to prevent water seepage, which may result in ground water contamination.

Lake Finn stores all run off from the Coal stockyard. The Lake Finn dam is lined with 1.5 mm HDPE liner to prevent water seepage, which may result in ground water contamination.

1. Description of the service

1.1 Lake Stoffel Cleaning

- Cleaning and disposing of sludge for all the 6 compartments of the dam and dam's 2 major inflow channels
- Cleaning of oil contamination on Lake Stoffel dam walls and concrete surfaces
- Disposal of hazardous sludge at the appropriate waste disposal site (disposal certificate to be submitted as proof)
- All waste transporters to be trained and licensed
- All spillages by the contractor to be contained and cleaned in the correct manner to prevent any spillage to the environment
- The works will be judged completed upon receipt of the sludge disposal certificates and when Komati representative has confirmed

2.2 Cleaning of Lake Finn dam

- Cleaning and disposing of sludge (Coal Sludge mixture) of the dam sludge to be disposed of at the Komati Power Station coal Stockyard
- The works will be judged completed upon receipt of the weight bridge tickets and when Komati representative has confirmed *Employer's* Requirements for service
- Only suitable equipment will be allowed to get into the dams to prevent damage to the HDPE liner e.g Vacuum truck suction lines
- Heavy mechanical equipment like dredging machines will not be allowed inside the dam as this poses a high risk of damage to the liner
- The *Contractor* shall be held liable for any damage of the HDPE liner
- The *Contractor* will take the responsibility for any damage caused to the property of Komati Power Station during the clean-up process. There will be a continuous flow of effluent from the seepage/station drain water into the dams that cannot be avoided or isolated during the cleaning/removal of sludge
- The *Contractor* needs to take this into consideration in planning the execution of the works and must include how this will be addressed in both his method statement as well as the risk assessments that will be conducted on a daily basis during execution of the works. The trucks load bays must be sealed to prevent spillages along the road during transportation

- Adherence of Eskom generic policies
- All *Contractor* employees shall comply with Eskom's policies and site regulations, including no smoking in restricted areas, adherence to Eskom's lifesaving rules, etc. These requirements will be detailed during the induction training process. The WTP is critical to the continuity in production of electricity and therefore it is essential that personnel employed at the WTP are knowledgeable and competent in the various technologies used at Komati Power Station

2. Specifications

The *Contractor* shall comply with

- The Occupational Health and Safety Act 1993 – Section 37 and all regulations made there under
- All Eskom Holdings Limited Safety and operating procedures
- The *Contractor* acknowledges that he is fully aware of the requirements of all of 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 Eskom SHE specifications for this contract
- *Contractor* must supply the following for the execution of the works
- Own equipment (including pumps, pipework, clamps, etc) shall be incorporated in the sludge removal price
- PPE and requisite safety tools (including all rescue equipment, reflective vests etc
- The *Contractor* needs to take into consideration deep-water work and make the necessary provision to execute deep water work as required
- Ensure their equipment is safe.
- All fuel needed for operation
- Direct supervision while works is in progress
- Portable chemical toilet (Applicable to Lake Finn Cleaning only)

Title	Date or revision	Tick if publicly available
General Specifications:		
Health and Safety requirements		X
Environmental requirements		X
Quality requirements		X
Technical specifications:		
Komati Dam Layout		X

2.1 Health and safety, the environment and quality assurance

2.1.1 Health and safety risk management

Contractor to comply with the latest version of Occupational Health and Safety Act No 85 of 1993, other applicable legislation, Eskom Health and Safety policy, and other applicable procedures, specifications and guidelines including the provided project SHE specification

In addition to the requirements of laws governing health and safety, Eskom have some additional requirements particular to the service and affected property for this contract

Particular consideration must be given to following Eskom Life Saving Rules 240-62196227

- 1 Open, Isolate, Test, Earth, Bond, and/or Insulate before touch
- 2 Hook up at height
- 3 Buckle up
- 4 Be sober
- 5 Permit to Work

2.1.2 Environmental constraints and management

Ensure compliance to environmental requirements as per Eskom Holdings SOC Limited's Komati Power Station, Statutory and ISO 14001

Ensure compliance to Environmental requirements for handling, collection, transportation of hazardous substances under the following legislations and standards

- The National Road traffic Act (Act 93 of 2005)
- Hazardous Substances Act (Act 15 of 1995 as amended)
- SANS 10230 Vehicle Inspection
- SANS 10231 Operational requirement
- SANS 10232 Emergency Response Information

2.1.3 Quality assurance requirements

- *Contractor* to comply to ISO 9001 Quality Management System and of Eskom Supplier Quality Management Specification QM 58 240-105658000 The suppliers shall comply with category 2 of QM 58

2.1.4 Security Arrangement

- a) The *Contractor* applies for permits at the Security gate, prior to the starting date
- b) All *Contractors* personnel will be issued with a temporary access permit, which will contain the following information
 - Name
 - ID Number
 - Company
 - Validity date
- c) In order to assist Protective Services with the using of permits and the identification of the personnel on site, the *Contractor* is to supply a list of all personnel that he intends using on site, at least 24-hours prior to entry of the Security Area The list, identified with the *Contractor's* name, is to contain the following information
 - Employee name
 - Employee ID number
 - *Employer's Representative* signature
 - Copy of the first page of the ID book of every employee of the *Contractor*
- d) The *Contractor* personnel will be required to be in possession of their *Contractor's* permit at all times All *Contractors'* permits must be submitted to Protective Service when the relevant personnel leave the site after completion of the *works*
The *Contractor/s* visitors and all personnel conform at all times, to the security arrangements in force at the time

- e) No unauthorized vehicles are allowed on site. Only *Contractor's* vehicles with displayed contract vehicle permit disks will be allowed on site. Contract vehicle Permit Applications should be directed to the *Employer's Representative*
- f) The *Contractor* is restricted to the working areas associated with his place of work. The *Contractor* is forbidden to enter any other areas, and must ensure that his employees abide by these regulations
- g) Lost or damaged permits may be re-issued at a cost to be paid to the *Employer* by the *Contractor*
- h) The wearing of falling device's (Harness etc.) on *Employer's* site is compulsory,
- i) Road sign's and the speed limit on site are adhered to. Vehicles may only be parked in designated areas
- j) Personnel and vehicles entering and leaving the Site are subject to routing searches
- k) The *Contractor* makes his own assessment of, and allows in his rates for those access problems that may be encountered
- l) Cameras including cell phones with camera facilities must be declared and handed in at the Security reception
- m) No fire arms, Ammunition or explosives are allowed on the Power Station premises
- n) Reporting for duty under the influence of liquor or intoxicating substances is prohibited
- o) No recruiting of casual Labour may be done on the Power Station premises, including the immediate area outside the Power station security gate
- p) Control, lighting and watchman to the works where required

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

- The *Contractor* will work on a live dam with water
- The station will not stop the station activities, the *Contractor* needs to have pumps to pump the water
- Climate change - when it's raining/heavy downpour, execution of the task can be impossible or difficult

3.1 Meetings

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

Title and purpose	Approximate interval	Location	Attendance by
Weekly meetings will be conducted to track progress	Weekly	Komati Power Station	<i>Service Manager & Contractor</i>

3.2 Use of standard forms

All NEC TSSC3 Term Service Short Contract laws shall apply.

- All communications will be in English
- Written communication will have company's logo and signed by the *Contractor*
- All communication must be documented and kept safely
- Tasks Order
- Non-conformance forms (NCR)
- Early warning forms
- Eskom meeting forms
- Termination certificate
- Payment certificate
- Assessment certificate
- Purchase Order (PO)
- Acceptance of scope of work forms
- Acceptance of QCPs forms
- Hand- over of plant forms
- Close out forms

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

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

Procedure for invoice submissions and payment All invoices to be submitted electronically with payment instruction invoices@eskom.co.za

3.4 Records of Defined Cost

In order 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

The *Contractor's* Site Manager will complete the site daily log and this will be submitted to the *Service Manager* for his signature before 12 am of the following morning barring weekends. The Friday and weekend logs will be submitted before 12 am Mondays. The log will include but not be limited to the following

- Date and day
- Weather
- Site Conditions
- Work Done
- People who are employed by the *Contractor*
- Work sub-contracted by the *Contractor*
- Any incidents during that period

Any communication and documentation during this service agreement to be filed in the contract file. This file is in the possession of the *Service Manager* at all times

3.5 Procurement

Supplier Development, Localisation and Industrialisation (SD & L)

3.5.1 As a pre-qualification criterion the Enquiry is open to EME/QSE & LME's that are level 1 –3 B-BBEE Compliant entities.

3.5.2 Local content & Production

The local content target for this tender is set at 100% and it is further indicated that there are no Commodities or materials needed for the execution of this project that are part of the designated Sectors declared by DTI

Local Procurement Content	Eskom Target	Tenderer Proposal
Local Procurement Content	100%	

4.5.3 Job Creation

Create jobs for local people targeting Youth from the surrounding communities of Komati Power Station and Nkangala District Municipality

Number of jobs to be created as a result of this contract	
Number of jobs to be retained as a result of this contract	

4.5.4 SD & L Penalty

- Eskom will apply a penalty of 2.5% of the Contract Value for failure to meet SDL&I obligations
- For the duration of the contract, Eskom will retain 2.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the Contractor upon fulfilment of all SDL&I obligations at the end of the contract
- Alternatively, the *Contractor* shall submit a bond equivalent to 2.5% of the Contract Value and shall only be released to the Contractor upon fulfilment of all SDL&I Obligations

4.5.5 SDL & L Reporting and Monitoring

- The *Contractor* shall on a monthly/quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above
- Eskom shall review the SDL&I reports submitted by the suppliers within 60 (sixty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met
- Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked
- Every contract shall be accompanied by the SDL&I Implementation Schedule which must be completed by the *Contractor* and returned to SDL&I representative for acceptance 28 days after contract award. This will be used as a reference document for monitoring, measuring and reporting on the supplier's progress in delivering on their stated SDL&I commitments

3.6 BBBEE compliance

The *Contractor* complies to maintain or improve their BBBEE contribution Level (), for the duration of the contract or until termination of the contract

The *Contractor* complies to provide the Employer with an improved valid BBBEE contribution certificate on the following date ... month of 20 Failure to comply with the stated obligation constitute substantial failure and may result to contract termination or blocking the Contractor on Employer's database

3.7 Cataloguing requirements by the *Contractor*

Not Applicable

4. Requirements for the plan

- The *Contractor* submits a program Complying with the *Employers* requirement for start and end date, at least 1 weeks before the commencement of the works
- All durations and dates will be communicated accordingly
- Daily updates of the program will be submitted daily to the *Service Manager*
- The format to be used for the programs is MS Projects
- The updated program reflects the status and progress of the *Contractor's* work as on the previous day at 16h00.

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

Item	Date by which it will be provided
The <i>Services Manager</i> will arrange the induction	Before commencement of the project
Tap water, Electricity (220V and 380V) and Ablution facilities	As and when required
Area for site establishment	As and when required
Note The <i>Employer</i> is entitled to withdraw use of the abovementioned Equipment, should proper care not be ensured	As and when required

6. Property affected by the service

- Komati Power Station Dams ie Lake Stoffel and Lake Finn