



NEC3 Term Service Contract (TSC3)

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

and **[Insert at award stage]**
(Reg No. _____)

for **Ablution facilities during the Planned Outages,
Unplanned Outages on an "as and when required"
Basis for the period of (5) years at Kusile Power
Station**

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
Part C2 Pricing Data	[•]
Part C3 Scope of Work	[•]

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[●]
[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Employer</i>	[●]
C1.2b Contract Data provided by the <i>Contractor</i>	[●]
[to be inserted from Returnable Documents at award stage]	

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:

Ablution facilities during the Planned Outages, Unplanned Outages on an "as and when required" Basis for the period of (3) years at Kusile Power Station

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 @ 15% 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:**

Name &
signature of
witness

(Insert name and address of
organisation)

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 enter into a contract for the procurement of: Ablution facilities during the Planned Outages, Unplanned Outages on an "as and when required" Basis for the period of (3) years at Kusile Power Station. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part C2 Pricing Data

Part C3 Scope of Work: Service Information

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Name &
signature of
witness

(Insert name and address of
organisation)

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

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) Eskom Holdings SOC Limited Kusile Power Station Accounts Payable Hartebeesfontein Farm R545 Kendal/Balmoral Road WITBANK
Name & signature of witness	_____	_____
Date	_____	_____

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:	
	•	A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X18: Limitation of liability
		X19: Task Order
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
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
	Tel No.	[•]
	Fax No.	[•]
10.1	The <i>Service Manager</i> is (name):	
	Address	Eskom Holdings SOC Limited Kusile Power Station Accounts Payable Hartebeesfontein Farm R545 Kendal/Balmoral Road WITBANK
	Tel	
	Fax	
	e-mail	
11.2(2)	The Affected Property is	All plants areas at Kusile Power Station

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

11.2(13)	The <i>service</i> is	Ablution facilities during the Planned Outages, Unplanned Outages on an "as and when required" Basis for the period of (5) years at Kusile Power Station
11.2(14)	The following matters will be included in the Risk Register	Unprotected Strike/Industrial Action Movement of outage Dates Natural Disaster
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	<ul style="list-style-type: none"> - Within 2 working days non outage periods - During Outages within 12 hours including weekends and public holiday
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	Two weeks after issuing Task Order or any other period agreed by Parties
3	Time	
30.1	The <i>starting date</i> is.	TBC
30.1	The <i>service period</i> is	Five (5) Years
4	Testing and defects	As per Core clause 40
5	Payment	
50.1	The <i>assessment interval</i> is	<p>The assessment period for the outages (where applicable) shall be monthly between the 20th of each successive month or as per the agreement between the two parties</p> <p>Final Outages assessments to be done within a week after the actual completion date</p>
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	30 days as per Eskom Finance Procedures.
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (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</p>

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 *mutatis mutandis* 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 appointment it shall not be necessary to prove.

6	Compensation events	As per Core clause Compensation Events 60
7	Use of Equipment Plant and Materials	As per Core clause 70
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	None
9	Termination	As per core clause 9 of NEC3.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	1 week
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]

W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <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	The rates are to be fixed for the first 12 months of the contract period. Thereafter, the following indices shall apply for adjustment on each anniversary date of the contract																								
X1.1	The <i>base date</i> for indices is	One (1) month prior to enquiry closing date																								
	The proportions used to calculate the Price Adjustment Factor are:	<table> <tr> <th>proportion</th><th>linked to index for</th><th>Index prepared by</th></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.15</td><td colspan="2">non-adjustable</td></tr> <tr> <td>1.00</td><td colspan="2"></td></tr> </table>	proportion	linked to index for	Index prepared by	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.15	non-adjustable		1.00		
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0.15	non-adjustable																									
1.00																										
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.																								
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/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_																								

		<i>From_1_April_20_To_31_March_20.aspx</i>
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<p>The greater of</p> <p>the total of the Prices at the Contract Date and</p> <p>the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works / maintenance policies available on</p> <p>http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_20_To_31_March_20.aspx</p>
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	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <p>Defects due to his design, plan and specification,</p> <p>Defects due to manufacture and fabrication outside the Affected Property,</p> <p>loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</p> <p>death of or injury to a person and infringement of an intellectual property right.</p>
X18.5	The <i>end of liability date</i> is	12 months 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	<p>5 days of receiving the Task Order for planned Outages</p> <p>-Two (2) days after receiving Task Order for unplanned outage</p>
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.

Z2 Joint ventures

- Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.
- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.
- Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Ethics

- Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor's* obligation to Provide the Service or taking any other action as appropriate against the *Contractor* (including civil or criminal action).
- Z4.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if the *Contractor* (or any member of the *Contractor* where the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

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

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

Z5 Confidentiality

- Z5.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z5.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z5.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z5.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z5.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z6 Waiver and estoppel: Add to core clause 12.3:

- Z6.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Service Manager* or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

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

- Z7.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor* accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property; warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- 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 the last paragraph of core clause 61.3 and replace with:

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

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 in core clause 63 and X19.11 if Option X19 Task Order applies to 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 business rescue order granted against it.

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. The Contractor must obtain its own advice. 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/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_
From_1_April_202_To_31_March_20.aspx](http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_202_To_31_March_20.aspx)

C1.2 Contract Data

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	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
	CV's (and further key person's data including CVs) are in .	
A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	
11.2(19)	The tendered total of the Prices is	R

PART 2: PRICING DATA

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract (TSC3) core clauses and Option A states:

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of <ul style="list-style-type: none">the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed andwhere 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*

Before preparing the *price list*, both the *Employer* and tendering contractors should read the TSC3 Guidance Notes pages 14 and 15. In an Option A contract, either Party may have entered items into the *price list* either as a process of offer and acceptance (tendering) or by negotiation depending on the nature of the *service* to be provided. Alternatively the *Employer*, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the *Contractor* to include in the *price list* to be prepared and priced by him.

It is assumed that in preparing or finalising the *price list* the *Contractor*:

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

Format of the *price list*

(From the example given in an Appendix within the TSC3 Guidance Notes)

Entries in the first four columns in the *price list* in section C2.2 are made either by the *Employer* or the tendering contractor.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering contractor enters the amount in the Price column only, the Unit, Expected Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for an item of work which is the rate for the work multiplied by the quantity completed, the tendering contractor enters the rate which is then multiplied by the Expected Quantity to produce the Price, which is also entered.

If the *Contractor* is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected Quantity column.

C2.2 the *price list*

Item No.	Description	Unit	Qty	Duration	Rate	Amount
	PRELIMINARIES AND GENERAL					
1.1	Fixed					
1.1.1a	Site Establishment for: Delivery of Kitchen Converted Container	Once Off	1			
1.1.1b	Site Establishment for: Delivery of Steel Storage Container	Once Off	1			
1.1.1c	Site Establishment for: Delivery of Office Converted Containers	Once Off	1			
1.1.2	Kitchen Converted Container L-6m; W-3m; H-2.69m (x 1No)	Once Off	1			
1.1.3	Steel Storage Container L-6m; W-2.43m; H-2.69m (x 1No)	Once Off	1			
1.1.4	3x Office Converted Containers L-12m; W-3m; H-2.69m (x 1No)	Once Off	1			
1.1.5	Standard PPE	Per Person	12	5		
1.1.6	Safety file	Once Off	1			
1.1.7	Medicals - Entry	Per Person	12	5		
	Medicals - Exit	Per Person	12	1		
1.1.8	Security Clearance Certification	No	12	5		
1.1.9	Delivery and Collection of Ablutions	Once Off	2	1		
1.2	Time Related					
1.2.1	Home-Work-Home (14 Seater Bus) - x 1No	Days	1	1202		
1.2.2	4 x 4 Light Driven Vehicle - x 1No	Days	1	1202		
1.2.3	Portable Flushable Toilets with handwash basin (To be serviced once a week)	Monthly	6	60		
1.2.4	Delivery and Collection of Portable Flushable Toilets	No	1	2		
	Total P&Gs:					

Item No.	Resource	Unit	Qty	Total Productive Hours for 5 Years	Hourly Rate	Amount
2	LABOUR/RESOURCES					
2.1	NORMAL HOURS					
2.1.1	Manager (1No off) - N3 Technical - 3 Years Experience	Hours/Person	1	6408		
2.1.2	Site Supervisor (1No off) - N3 Technical - 3 Years Experience	Hours/Person	1	6408		
2.1.3	Safety fficer (1No off) - Grade 12 and Samtrac certificate / National Diploma in Safety - 3 years Experience	Hours/Person	1	6408		
2.1.4	Light Vehicle Driver (1No off) - Matric and Code 10 valid driving licence - 5 Years driving experience	Hours/Person	1	6408		
2.1.5	Labourer / Cleaners (6No off) - No qualification and experience required	Hours/Person	6	6408		
2.1.6	Driver 16 seater (1No off) - Matric and Code 10 valid driving licence with PDP - 5 Years driving experience	Hours/Person	1	6408		
2.1.7	Honey-Suck Operator (1No off) - Matric and Code 10 driving licence - 5 Years experience in operation	Hours/Person	1	6408		
	Sub-total Normal Hours:					
2.2	OVERTIME (SATURDAYS) - x1.5				1.50	
2.2.1	Manager (1No off) - N3 Technical - 3 Years Experience	Hours/Person	1	3204		
2.2.2	Site Supervisor (1No off) - N3 Technical - 3 Years Experience	Hours/Person	1	3204		
2.2.3	Safety fficer (1No off) - Grade 12 and Samtrac certificate / National Diploma in Safety - 3 years Experience	Hours/Person	1	3204		
2.2.4	Light Vehicle Driver (1No off) - Matric and Code 10 valid driving licence - 5 Years driving experience	Hours/Person	1	3204		
2.2.5	Labourer / Cleaners (6No off) - No qualification and experience required	Hours/Person	6	3204		
2.2.6	Driver 16 seater (1No off) - Matric and Code 10 valid driving licence with PDP - 5 Years driving experience	Hours/Person	1	3204		
2.2.7	Honey-Suck Operator (1No off) - Matric and Code 10 driving licence - 5 Years experience in operation	Hours/Person	1	3204		
	Sub-total Saturdays Hours:					
2.3	PUBLIC HOLIDAYS / SUNDAYS - x2				2.00	
2.3.1	Manager (1No off) - N3 Technical - 3 Years Experience	Hours/Person	1	1384		
2.3.2	Site Supervisor (1No off) - N3 Technical - 3 Years Experience	Hours/Person	1	1384		
2.3.3	Safety fficer (1No off) - Grade 12 and Samtrac certificate / National Diploma in Safety - 3 years Experience	Hours/Person	1	1384		
2.3.4	Light Vehicle Driver (1No off) - Matric and Code 10 valid driving licence - 5 Years driving experience	Hours/Person	1	1384		
2.3.5	Labourer / Cleaners (6No off) - No qualification and experience required	Hours/Person	6	1384		

2.3.6	Driver 16 seater (1No off) - Matric and Code 10 valid driving licence with PDP - 5 Years driving experience		Hours/Person	1	1384		
2.3.7	Honey-Suck Operator (1No off) - Matric and Code 10 driving licence - 5 Years experience in operation		Hours/Person	1	1384		
		Sub-total for Public Holidays and Sundays Hours:					
		Total for Labour/Resources:					R -
Item No.	Description	Unit	Qty	Duration	Rate	Amount	
3	CONSUMABLES/TOOLS						
3.1.1	Deo Pellets (5Kg) - 1 per Month	Per Month	1	60			
3.1.2	Toilet papers (48 Single Ply rolls) - 2 per Month per Ablution	Per Month	12	60			
3.1.3	Moth Balls (200g) - 1 per Month per Ablution	Per Month	6	60			
3.1.4	Liquid Hand wash soap (5 Litre) - 2 Per Month	Per Month	2	60			
3.1.5	20 Litre Industrial Mop bucket with wheels (2No off)	Once Off/Year	2	5			
3.1.6	Industrial Mops - 2No per Ablution	No	12	5			
3.1.7	Feather Dust - 2No per Ablution (Twice a year)	No	24	5			
3.1.8	FFP2 Dust masks (20 in a box) - 1 box per person per Month	Per Month	6	60			
3.1.9	PVC Elbow Length Gloves - 2 Pairs Annually	No	14	5			
3.1.10	Disposable Coveralls - 244 per person per year [1x Safety Officer + 6x Labourers + 1x Honey sucker operator]	No	1952	5			
		Total for Equipment/Tools:					
TOTAL							

The total of the Prices

NB: Quantities are only used as an estimate and are subjected to change

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	

C3.1: EMPLOYER'S SERVICE INFORMATION

Employer's requirements for the service

Please refer to Document Identifier: 240-157819520

The SOW for this contract is detailed as follows:

The work will include all planned outages and unplanned outages as per scope of work.

Kusile Power Station Management has taken a decision to outsource the portable toilets for the industry which include flush units, urinal stations, hands wash stations, liquid hands wash soaps, toilet papers and chemicals to minimize odour during Outages on an as and when required basis to a suitably qualified, experienced and well established Contractor.

The portable restrooms which include flush units should conform to SABS South Africa standards and designed to suit our specification and needs. These portable toilets should also be manufactured from UV-resistant grade 4, high density polyethylene plastic. They should also be designed to withstand severe handling and harsh weather conditions.

Each station should have its own basin, soap dispenser and built-in paper towel dispenser. Its crowd pleaser should be capable of accommodating nearly 230 Uses without refilling and with amenities which include 2 soap dispensers and 2 built-in top mounted paper towels dispensers

The portable toilets for the industry which include flush units, urinal stations, hands, liquid hands wash soaps, toilet papers and chemicals to minimize odour station to be installed on Boiler, Turbine and Balance of Plant (BOP) different levels at Unit 1 to 6 during Outages on an as and when required basis. The toilets will be lifted up to these areas with the permeant goods lifts and winches installed on site

The sewage will be dispose at Eskom authorised sewage disposal site

A total number of 16 portable flushable Ablution facilities/restrooms to be supplied during the Outage on an as and when required basis.

The Ablution facilities/restrooms to be cleaned twice a day in the morning 07:30 and afternoons during shifts changeover at 18:00

SPECIFICATIONS

Toilets	Description	Values
---------	-------------	--------

- | | | |
|---|---------------|-------------|
| • | Weight empty | 76kg |
| • | Tank Capacity | 210/approx. |
| • | Seat Height | 51 cm |

Internal

- Dimensions (L/D/H) 100X100X212

External

- Dimensions (L/D/H) 106X106X233cm
- Material Used High density grates 4, polyethylene. Anti UV Treatment
- Number of uses** 230
- Colours** Any colour

Handwash Description Values

- Weight 157cm
- Width 67cm
- Depth 54cm
- Weight full 115.2kg
- Fresh water capacity 83L
- Gray water Capacity 91L

Number of uses 230 without refiling and with amenities which include 2 soap dispensers and 2 built-in top mounted paper towels dispensers

Urinal Station Description Values

- It should be three (3) Station Urinal, it assists in reducing queuing times and it should be easily be lifted to higher levels

The service provider Supervisor needs to be available to give a Contract Manager a feedback or note of all the concerns in the Outage Department with the state toilet cleanliness.

The toilets to be positioned at the following locations:

1.1 BOILER

(a) Boiler Plant

The plant will need the portable toilets for the industry which include flush units, urinal stations, hands wash stations, liquid hands wash soaps, toilet papers and chemicals to minimize odors during Outages in the following areas

- Economiser
- Reheater 2 meter level (m/l)
- Superheater 3 meter level (m/l)
- Zero meter level next to the SSC

3.2.2 GAH

The plant will need the portable toilets for the industry which include flush units, urinal stations, hands wash stations, liquid hands wash soaps, toilet papers and chemicals to minimize odour during Outages in the following areas

- GAH 10 and 20 area 28 meter level (28m/l)

- Burners area 16 meter level (16m/l)

3.2.3 Draught Group

The plant will need the portable toilets for the industry which include flush units, urinal stations, hands wash stations, liquid hands wash soaps, toilet papers and chemicals to minimize odour during Outages in the following areas

- ID fan 10 and 20 zero meter level Area (0m/l)

3.2.6 Pulse Jet Fabric Filter Plant

The plant will need the portable toilets for the industry which include flush units, urinal stations, hands wash stations, liquid hands wash soaps, toilet papers and chemicals to minimize odour during Outages in the following areas

- The cells area

1.2 TURBINE PLANT

(b) Turbine Centreline

The plant will need the portable toilets for the industry which include flush units, urinal stations, hands wash stations, liquid hands wash soaps, toilet papers and chemicals to minimize odour during Outages in the following areas

- turbine centreline area at 9 meter level (9m/l)
- Turbine area at zero meter level (0m/l)

1.3 AUXILIARIES PLANT

3.4.1 Balance of the plant (BOP) Area

The plant will need the portable toilets for the industry which include flush units, urinal stations, hands wash stations, liquid hands wash soaps, toilet papers and chemicals to minimize odour during Outages in the following areas

- Bottom Ash Hopper area
- FGD Absorber

Please note the Contractor shall provide everything else necessary for providing the Service and also provide any necessary cleaning service might be required within Kusile Power Station Premises as per the Contract Manager instruction.

2. Special Conditions

- There is high dust levels on the plant
- Other contractors and Eskom employees needs access to the boiler and Turbine Plant
- The service is from 100 meter level to 0 meter level on boilers, Balance of the plant (BOP), turbine Area, the work involves working at heights some times
- Heat stress consideration during summer times
- Rotating equipment (i.e. turbine, motors, GAH, Pumps might be on barring or rotating)
- Electrical Circuit might be alive

(c) Exclusions

- Scaffolding and Insulation
- Civil Maintenance
- Supply of spare

Article II. Acceptance

This document has been seen and accepted by:

Name	Designation
Siyabonga Mahaye	Middle Manager Outages
Ntsiki Hlapisi	Outage Execution Manager

Article III. Revisions

Date	Rev.	Compiler	Remarks
13 January 2025	02	Maidi Maupye	Second issue

Development Team

The following people were involved in the development of this document:

- Maidi Maupye “ Officer Business Administrator
- Noumsa Madonda “Snr Advisor Outage Planning & Scheduling

Article IV. Acknowledgements

Kusile Power Station Outage Management

Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
OBL	Outside battery limits
Abbreviation	Description
OEM	Original Equipment Manufacturer
PCLF	Planned Capability Loss Factor
QCP	Quality Control Plan
SOW	Scope of Work
UCF	Unit Capability Factor

UCLF	Unplanned Capability Loss Factor
SSC	Submerged Scrapper Conveyor
QA	Quality assurance
QC	Quality Control
NDT	Non Destructive Testing
PCM	Process Control Manual

Management strategy and start up.

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

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

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

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

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

Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	As and When Required	Kusile Power Station or MS Teams	<i>Employer, Contractor and Others</i>
Overall contract progress and feedback	As and When Required	Kusile Power Station or MS Teams	<i>Employer, Contractor and Others</i>
Outage related meeting / Statutory Safety Meetings	As and When Required	Kusile Power Station or MS Teams	<i>Employer, Contractor and Others</i>
	Daily	Kusile Power Station or MS Teams	<i>Employer, Contractor and Others</i>

Invoicing and payment

Refer to the NEC Document: Data by Employer Clause 5, Payment. Information is detailed in Clause 50.1, 51.1, 51.2 and 51.4.

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 Ltd
Reg. No. 2002/015527/30
Accounts Payable

Email to: Invoiceseskomlocal@eskom.co.za 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;

(add other as required)

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

Management of work done by Task Order

Task Orders will be managed as per secondary clause x 19

Health and safety, the environment and quality assurance

Health and safety risk management

In addition to the requirements of the laws governing health and safety, Eskom may have some additional requirements particular to the *service* and the Affected Property for this contract. The text below provides for these being attached as an Annexure to this Service Information. PLEASE ALSO READ CORE CLAUSE 27.4 TOGETHER WITH Z7 IN THE ADDITIONAL CONDITIONS OF CONTRACT TO MAKE SURE THAT WHATEVER IS INCLUDED IN THE ANNEXURE FOLLOWS ON FROM THOSE CLAUSES.

The Divisional/Regional Safety Risk Manager or his representative having jurisdiction over the *service* must provide the relevant safety, health and environmental (SHE) criteria for incorporation into this Service Information. The SHE specification / scope must be signed off by the Divisional/Regional Safety Risk Manager or his representative confirming that the applicable safety criteria have been taken into account.

The Commodity Manager / Buyer must refer the tender to the Divisional/Regional Safety Risk Manager or his representative in order to evaluate against enquiry-specific safety criteria.

The Divisional Safety Risk Managers who will be responsible for the allocation of resources to assist P&SCM with the above processes are as follows:

- Generation: Roley McIntyre
- Transmission: Tony Patterson
- Distribution: Alex Stramrood
- Enterprises: Jace Naidoo
- Corporate: Kerseri Pather

The *Contractor* shall comply with the health and safety requirements contained in Annexure Kusile Power Station OHS Specification for Ablution Facilities During the Planned and Unplanned Outages on an "as and when required" Basis to this Service Information.

Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated as per Kusile Power Station OHS Specification for Ablution Facilities During the Planned and Unplanned Outages on an “as and when required” Basis

Quality assurance requirements

Refer to the NEC Document: Data by Employer Clause 8, Risk and Insurance. Information is detailed in Appendix A: Insurance provided by the Employer

BBBEE and preferencing scheme

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

tba

Working on the Affected Property

This part of the Service Information addresses constraints, facilities, services and rules applicable to the *Contractor* whilst he is doing work on the Affected Property.

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

Sites such as Kusile Power Station have very strict entrance requirements which tendering contractors need to adhere to in terms of arranging the gate access within 24 hours before the access can be given, and the *Contractor* has to comply with.

In addition to the above there may be other restrictions once on the site, plus rules relating to roads, walkways and the provision of barricades

People restrictions, hours of work, conduct and records

. It is very important that the *Contractor* keeps records of his people working on the Affected Property Kusile Power Station, including those of his Subcontractors. The *Service Manager* shall have access to them at any time. These records may be needed when assessing compensation events.

Health and safety facilities on the Affected Property

Refer to Kusile Power Station OHS Specification for Ablution Facilities During the Planned and Unplanned Outages on an “as and when required” Basis to this Service Information.

Environmental controls, fauna & flora

These matters are dealt with in the Kusile Power Station OHS Specification for Ablution Facilities During the Planned and Unplanned Outages on an “as and when required” Basis to this Service Information.

Records of *Contractor's* Equipment

All the records are to be kept of Equipment on Site including whether it is owned or hired. Include any constraints about scaffolding, rigs, heavy lifts, brooms, spade, and cranes, including removal from the Affected Property.

Equipment provided by the *Employer*

The Employer to provide overhead cranes, Goods and Passenger Lift and Winch made available for use by the employer and set out conditions relating thereto.

Site services and facilities

Provided by the *Employer*

This is a mandatory cross reference from clause 25.2 in TSC3. The *Employer* will provide the power, water, waste disposal, permeant fire protection and lighting (etc.) on the Affected Property. The *Contractor* shall provide everything else necessary for providing the Service.

Provided by the *Contractor*

The *contractor* to provide their own accommodation, storage, vehicles and office equipment. The requirements concerning the *Contractor's* own facilities are all the equipment and tools entering the power station need to be declared at the security gate. Also upon completion of the contract, the contractor needs to ask for a gate removal permit from the Employer Representative.

Control of noise, dust, water and waste

The contractor needs to provide their own PPE as per the Ablution Facilities SHE Specification requirements.

Hook ups to existing works

Tests and inspections

Description of tests and inspections

N/A

Materials facilities and samples for tests and inspections

Inspections the *Contractor* and the *Employer* are to provide, per core clause 40 it is visual inspection

List of drawings

Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

Drawing number	Revision	Title