



NEC3 Term Service Contract (TSC3)

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

and

(Reg No.)

for **PROVIDE COURIER SERVICES: ALL PEAKING
POWER STATIONS**

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CONTRACT No. 46000.....

PART C1: AGREEMENTS & CONTRACT DATA

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[to be inserted from Returnable Documents at award stage]

C1.1 Form of Offer & Acceptance

1.1 Offer

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

PROVIDE COURIER SERVICES: ALL PEAKING POWER STATIONS

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:	(Insert name and address of organisation)		
Name & signature of witness	Signature:.....	Date	
	Print Name::		
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*.

1.2 Acceptance

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer. In consideration thereof, the *Employer* shall pay the *Contractor* the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the *Employer* and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Service Information

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

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

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

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

Signature(s)			
Name(s)	Avi Singh		
Capacity	General Manager: Peaking Power Stations		
for the Employer	Eskom Holdings SOC Ltd c/o 15 Pasita Street Rosenpark 7530		
Name & signature of witness	 Marna Bester Procurement Manager	Date	

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

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

Note:

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

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

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

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

For the tenderer:		For the <i>Employer</i>
Signature		
Name		Avi Singh
Capacity		General Manager: Peaking Power Stations
On behalf of	(Insert name and address of organisation)	Eskom Holdings SOC Ltd c/o 15 Pasita Street Rosenpark 7530
Name & signature of witness		Marna Bester Procurement Manager
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: dispute resolution Option and secondary Options of the NEC3 Term Service Contract April 2013. (TSC3) Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za	A: Priced contract with price list W1: Dispute resolution procedure X1: Price adjustment for inflation X2: Changes in the law X18: Limitation of liability X19: Task Order Z: <i>Additional conditions of contract</i>
10.1	The <i>Employer</i> is (name): Address	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 Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1	The <i>Service Manager</i> is (name): Address Tel e-mail	Raju Ooka 15 Pasita Street Rosenpark 7530 074 104 2957 ookar@eskom.co.za
11.2(2)	The Affected Property is	Acacia Power Station Ankerlig Power Station

		Drakensberg Pumped Storage Gariep Power Station Gourikwa Power Station Ingula Pumped Storage Palmiet Pumped Storage Port Rex Power Station Vanderkloof Power Station Sere Wind Farm Renewables
11.2(13)	The service is	PROVIDE COURIER SERVICES: ALL PEAKING POWER STATIONS
11.2(14)	The following matters will be included in the Risk Register	Termination by <i>Employer</i> due to unavailability of budget of forthcoming Financial Year(s)
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	24 Hours
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	7 working days prior to commencement of any work
3	Time	
30.1	The <i>starting date</i> is.	1 April 2022
30.1	The <i>service period</i> is	05 years ending 31 March 2027
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	After work has been performed as per <i>Employer's</i> instruction - month-end for repetitive monthly service a - completion of task order for ad-hoc service
51.1	The <i>currency of this contract</i> is the	South African Rand

51.2	The period within which payments are made is	Monthly. 30 days after receipt of tax invoice and copy of <i>Employers</i> assessment certificate
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa 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 (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	None
83.1	The <i>Contractor</i> provides the insurances stated in the Insurance Table	Refer insurance table below
83.2	The insurances provide cover for events which are at the <i>Contractor's</i> risk from the <i>starting date</i> until the end of the <i>service period</i> or a termination certificate has been issued	Refer insurance table below
INSURANCE TABLE		

	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 where covered by the <i>Employer's</i> insurance.
	Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy Deductible where covered by the <i>Employer's</i> insurance.
	Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy Deductible 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, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service	<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
86	Insurances by the <i>Employer</i>	The <i>Employer</i> provides the insurances stated in the Insurance Table below. The <i>Contractor</i> will be liable for the applicable deductible, if any
	INSURANCE TABLE	
	Insurance against	Minimum amount of cover or minimum limit of indemnity
	Assets All Risk	As per the insurance policy document.
	Project insurance	As per the insurance policy document.
	General and Public Liability	As per the insurance policy document.
	Environmental Liability	As per the insurance policy document.
	Transport (Marine)	As per the insurance policy document.
	Motor Fleet and Mobile Plant	As per the insurance policy document.
	Terrorism	As per the insurance policy document.
	Cyber Liability	As per the insurance policy document.

9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.		
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	Not applicable		
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).		
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	Cape Town, South Africa		
	The person or organisation who will choose an arbitrator	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
	- if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is			
12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	1 month before tender closing.		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0.	[•]	[•]

To be populated on award based on information provided with tender returnables on CPA

0.	[•]	[•]
0.	[•]	[•]
0.	[•]	[•]
0.	[•]	[•]
0.15	non-adjustable	Fixed portion
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.	
X17	Low service damages		
X17.1	The <i>service level table</i> is	Listed below	
	Low Service Damage Description	Value Of Low Service Damages	Limit Of Low Service Damage
	Service delaying outage critical path (delaying other <i>Contractor(s)</i> from starting / completing their work)	1.5% of fixed monthly service or Task order value for an ad-hoc service	Limited to 10% of monthly task order service value / task order value for ad-hoc service
	Service delays not finishing as per agreed upon programmed submitted to the <i>Service Manager</i>	2% of fixed monthly service or Task order value for an ad-hoc service	Limited to 10% of monthly task order service value / task order value for ad-hoc service
	Delay in submission of documents as detailed in this agreement	1% of fixed monthly service or Task order value for an ad-hoc service	Limited to 10% of monthly task order service value / task order value for ad-hoc service
	Rework due to poor workmanship	3% of fixed monthly service or Task order value for an ad-hoc service	Limited to 10% of monthly task order service value / task order value for ad-hoc service
	No response of NCR within 3 days	1% of fixed monthly service or Task order value for an ad-hoc service	Limited to 10% of monthly task order service value / task order value for ad-hoc service
X19	Task Order		
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	3 days of receiving the Task Order	
X20	Key Performance Indicators (not used when Option X12 applies)		
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	No incentives applicable. The performance will be monitored and measured as detailed in Annexure B	
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	On a regular basis as agreed with <i>Service Manager</i> but no later than within a 12 month period annually	
Z	The <i>additional conditions of contract</i> are	Z1 to Z11 always apply.	
Z1	Cession delegation and assignment		
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .		

- 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 Confidentiality

- Z4.1 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.
- Z4.2 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*.
- Z4.3 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.
- Z4.4 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*.

Z4.5 The *Contractor* ensures that all his sub*Contractors* abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

Z5.1 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.

Z6 Health, safety and the environment: Add to core clause 27.4

Z6.1 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 Sub*Contractors*, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z6.2 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 Sub*Contractors*, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z7 Provision of a Tax Invoice and interest. Add to core clause 51

Z7.1 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.

Z7.2 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.

Z7.3 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.

Z8 Notifying compensation events

Z8.1 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.

Z9 Employer's limitation of liability

Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z9.2 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.

Z10 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

Z10.1 or had a business rescue order granted against it.

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 <i>SubContractors</i> or <i>SubContractor's</i> 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 <i>SubContractors</i> or the <i>SubContractor's</i> 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

- Z 11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof
- Z 11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service 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 Service for this reason
- Z 11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Service for this reason, the procedures and amounts due on termination are respectively P1, P2, P3 and P4, and A1 and A3.
- Z 11.4 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

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/live/content.php?Item_ID=9248

C1.2 CONTRACT DATA

Part two - Data provided by the *Contractor*

Notes to a tendering *Contractor*:

1. Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)² in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	0% 0%
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:	

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

	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
C2.1	Pricing assumptions: Option A
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 - the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and - where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both.

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the price list

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

Between Main cities (Overnight, Morning and late delivery)	Overnight Morning Delivery	Overnight late delivery
0.1 kg to 1kg		
1.1 kg to 2kg		
2.1 kg to 5kg		
5.1 kg to 10kg		
10.1 kg upwards per kg		

Between Main cities (Economy 2-3 days, Weekend and Public Holidays)	Economy 2-3 days	Weekend and Public Holidays
0.1 kg to 1kg		
1.1 kg to 2kg		
2.1 kg to 5kg		
5.1 kg to 10kg		
10.1 kg upwards per kg		

Between Main cities (Same day and Domestic Bulk Cargo)	Same day	Domestic Bulk Cargo
0.1 kg to 1kg		
1.1 kg to 2kg		
2.1 kg to 5kg		
5.1 kg to 10kg		
10.1 kg upwards per kg		

Same city (Overnight, Morning and late delivery)	Overnight Morning Delivery	Overnight late delivery
0.1 kg to 1kg		
1.1 kg to 2kg		
2.1 kg to 5kg		
5.1 kg to 10kg		
10.1 kg upwards per kg		

Same city (Economy 2-3 days, Weekend and Public Holidays)	Economy 2-3 days	Weekend and Public Holidays
0.1 kg to 1kg		
1.1 kg to 2kg		
2.1 kg to 5kg		
5.1 kg to 10kg		
10.1 kg upwards per kg		

Same city (Same day and Domestic Bulk Cargo)	Same day	Domestic Bulk Cargo
0.1 kg to 1kg		
1.1 kg to 2kg		
2.1 kg to 5kg		
5.1 kg to 10kg		
10.1 kg upwards per kg		

Between Outlying Regions (Overnight Early and Overnight afternoon delivery)	Overnight Early Delivery	Overnight Afternoon delivery
0.1 kg to 1kg		
1.1 kg to 2kg		
2.1 kg to 5kg		
5.1 kg to 10kg		
10.1 kg upwards per kg		

Between Outlying Regions (Economy 2-3 days, Weekend and Public Holidays)	Economy 2-3 days	Weekend and Public Holidays
0.1 kg to 1kg		
1.1 kg to 2kg		
2.1 kg to 5kg		
5.1 kg to 10kg		
10.1 kg upwards per kg		

Between Outlying Regions (Same day and Domestic Bulk Cargo)	Same day	Domestic Bulk Cargo
0.1 kg to 1kg		
1.1 kg to 2kg		
2.1 kg to 5kg		
5.1 kg to 10kg		
10.1 kg upwards per kg		

Within Same Outlying Region (Overnight Early and Overnight afternoon delivery)	Overnight Early Delivery	Overnight Afternoon delivery
0.1 kg to 1kg		
1.1 kg to 2kg		
2.1 kg to 5kg		
5.1 kg to 10kg		
10.1 kg upwards per kg		

Within Same Outlying Region (Economy 2-3 days, Weekend and Public Holidays)	Economy 2-3 days	Weekend and Public Holidays
0.1 kg to 1kg		
1.1 kg to 2kg		
2.1 kg to 5kg		
5.1 kg to 10kg		
10.1 kg upwards per kg		

Within Same Outlying Region (Same day and Domestic Bulk Cargo)	Same day	Domestic Bulk Cargo
0.1 kg to 1kg		
1.1 kg to 2kg		
2.1 kg to 5kg		
5.1 kg to 10kg		
10.1 kg upwards per kg		

Other prices, costs, items that would be applicable to the service not covered above, please insert here

NOTE

Prices are fixed for the first year of contract thereafter CPA (Contract Price Adjustment) will apply for the second and subsequent years of contract.

CPA is managed as per Clause X1 under Contract Data by *Employer*. Tenderers are required to complete and submit with offer, the CPA tender returnable, if SEIFSA indices are not known this can be discussed prior to contract award.

PART 3: SCOPE OF WORK

Document reference	Title
	This cover page
C3.1	<i>Employer's Service Information</i>
C3.2	<i>Contractor's Service Information</i>

C3.1: *EMPLOYER'S SERVICE INFORMATION*

Contents

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3. Description of the service

3.1 Executive overview

Peaking Operating Unit requires a Cost effective National and International Courier services for the pick-up, transport, delivery and off-loading of products, parcels, documentation, parts, materials and goods. Courier services required will be to and from any of the Peaking Power stations and offices situated throughout South Africa.

3.2 Employer's requirements for the service

The Contractor acknowledges that he/she has satisfied themselves, before submitting the tender, as to the locations of all the Peaking Power Stations, the type of services and equipment necessary for the completion of the services, the means of access to the premises and in general, shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect the contract.

The contractor is expected to adhere to the following services regarding collection and delivery:

- a) Eskom office hours are 07h30-16h00, Mondays to Thursdays and 07H30 – 12H00 on Fridays, therefore standard price list applies
- b) Daily collections at any time at all Eskom sites during office hours
- c) Deliver items timeously as described by the end user
- d) Offer Weekends and Public holiday delivery and collections as prescribed by the end user
- e) Supplier proof of delivery is required for every item couriered
- f) Provide relevant protective equipment for sensitive products
- g) Supply printed waybills on a monthly basis
- h) Offer a speedy and reliable service
- i) Provide assistance with customer enquiries for goods in transit

3.3 SCOPE OF WORK

The work covered includes National Courier services for the pick-up, transport, delivery and off-loading of products, parcels, documentation, parts, materials and goods. Courier services required will be to and from any of the Peaking Power stations and offices situated throughout South Africa.

Collecting and delivery to and from all Eskom offices for the following service options (please provide those applicable to your company if different):

- a) Same day delivery
- b) Overnight late delivery (after 13h30)
- c) Overnight early delivery (by 10h30)
- d) Economy (2-3 days)
- e) Weekends and Holidays
- f) Domestic Bulk Cargo
- g) Specialised Services including:
 - i. Tender Collections
 - ii. Mail room
 - iii. Sample deliveries
 - iv. Technical equipment
 - v. Invoice delivery

In the Western Cape the **Head offices, Bella Rosa offices and Bellville offices** are located in Capetown

Acacia Power Station is located in Capetown

Ankerlig power station is located in Atlantis

Palmiet Power Station in located in Grabouw

Gourikwa Power station located near Mosselbay

In the Eastern Cape **Port Rex Power station** is located in East London
Ncora Hydro Electric station is located near the town Mthatha
Colley Wobbles Hydro Electric station (Mbashe) is located near the town Mthatha
First Falls Hydro Electric station is located near the town Mthatha
Second Falls Hydro Electric station is located near the town Mthatha
In the Northern Cape **Vanderkloof Power Station** is located near the town Vanderkloof
In the Freestate **Gariiep Power station** is located near Gariiep dam
In KwaZulu Natal **Drakensberg power station** is located near Bergville
Ingula Power station is located near Ladysmith

3.4 Interpretation and terminology

Contractor

The successful bidder who is awarded the contract to supply, maintain and administer the required and specified services to Eskom.

Customer Network Centre

The location whereby the public can access services directly

Economy

Pickup and Delivery from door to door within two to three days.

Next Day

Pickup and Delivery from door to door before the end of business the following day.

Overnight Express

Pickup and Delivery from door to door within one day or before 12H00 on the following day.

Power Station

Power plant where electricity is generated.

Same Day Express

Pickup and Delivery from door to door on the same day.

Transport

Is the movement of goods from one location to another by means of road or air.

Weight

The weight of the products, parcels, documentation, parts, materials and goods measured in kilograms.

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
CNC	The location whereby the public can access services directly
DGR	Dangerous Goods
NEC	New Engineering Contract
PO	Purchase Order
SAEPA	Valid South Africa Express Parcel Association (SAEPA) Certificate
SD&L	Supplier Development and Localization

SLA	Service level agreement

4. Management strategy and start up.

4.1 The *Contractor's* plan for the service

- Cost effective Collection and delivery of products, parcels, documentation, parts, materials and goods
- Method Statement for collection and delivery
- Permits to transport products, parcels, documentation, parts, materials and goods.

4.2 Management meetings

Meetings of a specialist nature may be convened as specified by persons and at times and locations to suit the Parties. Records of these meetings shall be submitted to the Service Manager by the person convening the meeting within one to five days of the notification.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the conditions of contract to carry out such actions or instructions.

4.3 *Contractor's* management, supervision and key people

The *Contractor* is responsible for the supervisory and management of people allocated for this service.

4.4 Documentation Control

The Employer issues a waybill for the collection of products, parcels, documentation, parts, materials and goods.

Driver transporting the products, parcels, documentation, parts, materials and goods must be in possession with the applicable driver's licence to render this service.

The vehicle transporting the products, parcels, documentation, parts, materials and goods must be licenced and fully complied with the Road Traffic Act.

4.5 Invoicing and payment

The *Contractor* does not start any work before he/she is in possession of a SAP 45 order number.

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 assessment certificate. Assessments are conducted monthly or at completion of task order for an ad-hoc service. Assessments of work completed and value is mutually agreed between the *Service Manager* and *Contractor*. The *Contractor* issues invoice in line with the assessed value on the assessment certificate. Submitted invoices are paid 30 days from date of receipt of invoice by the *Employer*.

4.5.1 Invoices submission

All invoices to be accompanied by the Payment Assessment Certificate as issued by the *Service Manager*. Invoices to be submitted electronically as PDF documents to: Invoiceseskomlocal@eskom.co.za

4.5.2 The *Contractor* includes the following on the *Contractor's* Tax Invoice:

- Name and address of *Contractor*
- *Contractor's* VAT registration number if applicable;
- *Contractor's* company registration number if applicable;
- *Contractor's* banking details;
- Name and address of recipient;
- Tax invoice number and date of issue;
- Description of goods/ service provided;
- Period time for which the Tax Invoice is being rendered;
- Contract Number (commencing with a 46 prefix);
- Relevant Task Order Number (commencing with a 45 prefix);
- Relevant task order line item number;
- Relevant goods receipt / service entry number received from the *Employer's Service Manager*
- Statement whether value added tax is included or excluded;
- Invoices to be made out to Eskom Holdings SOC Ltd

4.5.3 How to submit invoices

a) General Submission Information

- The subject line on your email should only contain your Eskom vendor number
- Each invoice in PDF should be named with your invoice number only
- Ensure that the Eskom task order number is clearly indicated on your invoice together with the line number you are billing for
- Ensure you comply with the SARS tax requirements for submitting invoices electronically
- Each PDF files should contain one invoice, one debit note or one credit note only. Ou may submit more than one invoice per email
- All electronic invoices must be sent in PDF format only
- Attach proof of delivery to your invoice (eg assessment certificate)
- Where applicable, supporting documents must be attached to the scanned PDF invoice as one attachment
 - Assessment Certificate / delivery note
 - CPA calculation sheet
 - Retention certificates where it is a retention invoice
 - Any other appropriate documents

b) Shipping Invoices

- Hard copy invoices to be delivered to the *Service Manager* in addition to the submitted electronic copy
- Invoice (this should only reflect the shipping cost).
- Shipping invoices to be accompanied with
 - Commercial invoice
 - Delivery note
 - Your shipping cost calculation relevant to the invoice – not a generic calculation (The amount of shipping costs calculation must balance with the amount on the invoice)
 - Forwarding agent's invoice
 - Customs document

c) Foreign Invoices

Hard copy invoices to be delivered to the *Service Manager* in addition to the submitted electronic copy

d) CPA

CPA is applied as per Secondary Option X1 in Contract Data. If there is CPA on your invoice, it is recommended that you issue a separate invoice for CPA so that if there any issues on the CPA , the rest of the invoice can be paid whilst CPA issues are resolved.

CPA calculation sheets to accompany invoice

4.5.4 Payment Queries

For all queries and follow-ups on invoice payments, kindly contact the Finance Shared Services Contact Centre

- Tel: 011 800 5060
- Email: fss@eskom.co.za

4.5.5 Eskom information

- Eskom Tax clearance and BBBEE certificate is available at:
https://www.eskom.co.za/Tenders/BBBEECertificate/Pages/Eskom_BBBEE_Certificate.aspx
- Eskom VAT Number is **4740101508**

4.5.6 Avoid Payment Delays

- Failure to submit a PDF invoice with accompanying assessment electronically to Invoiceseskomlocal@eskom.co.za could result in payment delays.
- *Contractor* to ensure the *Service Manager* has an updated valid certified copy of BBBEE certificate or sworn affidavit, tax certificate and Letter of Good standing during contract period.. Failure to do so, could result in Eskom Vendor Management Dept blocking vendor details on Eskom vendor management system which affects payment processing of invoices
- It is important that the value stated on the invoice must be the same as the value stated on the task order. If the invoice value is different from the task order value, payment of the invoice will be delayed. It is strongly recommended that if there are any discrepancies on the invoice, it will be rectified with the *Service Manager* before it is submitted for payment
- Ensure remittance email address and name on invoice are correct and that Eskom has received the same information to update its records. If different in Eskom's system, it will delay processing of invoice.

5. Health and safety, the environment and quality assurance

5.1 Eskom Life Saving Rules

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

- Rule 1: open, isolate, test, earth, bond, and/or insulate before touch - that is any plant operating above 1000V.
- Rule 2: hook up at heights - no person may work at height where there is a risk of falling.
- Rule 3: buckle up – no person may drive any vehicle on Eskom business and/or on Eskom premises: unless the driver and all passengers are wearing seat belts.
- Rule 4: be sober (no person is allowed to work under the influence of drugs and alcohol.

- Rule 5: use a permit to work – where an authorization limitation exists, no person shall work without the required permit to work.

5.2 Environmental constraints and management

The *Contractors* attention is drawn to the fact that Power Stations are situated in sensitive areas with respect to the environment. The *Contractor* shall be obliged to acquaint himself with all statutory and local environmental regulations and shall adhere to these without exception

5.3 Specifications

The *Contractor* plant and materials shall comply with:

- all relevant Eskom Safety procedures;

Title	Date or revision	Tick if publicly available
General Specifications:		
The Occupational Health and Safety Act No. 85 of 1993 and Regulations		✓
Eskom's Procurement and Supply Chain Management Procedure 32-1034 **	Latest Revision	✓
The Compensation for Occupational Injuries and Diseases Act No.130 of 1993, amended by government notices to 30 April 2004 or Equivalent		✓
32-93 Eskom Procedure for Vehicle and Driver Safety Management		
320-727 Eskom SHEQ Policy		
32/421 Eskom Life Saving Rules	Latest Revision	*

* Available on request

** Available at

https://www.eskom.co.za/Tenders/EskomPurchasingPolicies/Pages/Eskom_Purchasing_Policies.aspx

6. Working on the Affected Property

Access to the Power stations are restricted to authorized personnel only. All *Contractors* staff is required to be cleared by security.

GPS Co-ordinates

Site	Latitude	Longitude
Head offices Durbanville	-33.86790141241296	18.642629353967763
Bella Rosa Offices	-33.86300898096185,	18.640936985905473
Eskom Bellville Offices	-33.901422813827,	18.632730170058856
Acacia Power Station	-33.88374995223623	18.539900755821762
Ankerlig power station	-33.59438608583377	18.460802438615644
Drakensberg power station	-28.564689187276056	29.084088524999807
Gariep Power station	-30.51076019642638	25.493973471430674
Gourikwa Power station	-34.166793053134036	21.96310725768296

Ingula Power station	-28.280789607723634	29.587958313355394
Palmiet Power Station	-34.19703543266588	18.97431105397644
Port Rex Power station	-33.02806607415135	27.88142870976471
Vanderkloof Power Station	-29.99351714104852,	24.729779726313687
Ncora Hydro Electric station	-31.77869961235491,	27.71826489226706
Colley Wobbles Hydro Electric station (Mbashe)	-32.00078791148902,	28.582103705059144
First Falls Hydro Electric station	-31.59893058939229,	28.8206473414517
Second Falls Hydro Electric station	-31.684404467496233,	28.88225049485534

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

- All Life Saving Rules as specified shall be adhered to. ESKOM does not permit any passengers to be transported at the back of any Truck, light domestic vehicle or enclosed light commercial vehicle.
- Each person shall sign the site entrance Register and this information shall also be collated by the *Contractor* for use during the scheduled meetings.
- Parking is allowed in the demarcated areas only and should it be required to drive on site, then please adhere to the following;
 - a) Maximum speed is 20km/h
 - b) Driving is only allowed on tarred surfaces
 - c) Obey all road signs
- Original ID document must be presented to security
- No weapons may be taken on site
- No photographs may be taken whilst on site.
- All persons entering the Power Station premises will be required to undergo a breathalyser test. Any persons testing positive will not be allowed entry. The *Employer* has a zero tolerance towards alcohol.

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

It is expected that the *Contractor* and staff will uphold Eskom's Code of Ethics.

The premises may be entered from 07:30 to 16:00 Mon-Thu, excluding public Holidays and from 07:30 to 12:00 on Fridays.

6.3 ***Environmental controls, fauna & flora***

Following rules and regulations apply to all Peaking sites, to promote Eskom's goal of zero harm to the environment:

- Respect and care for the natural environment and for each other
- No fires are allowed
- No poaching of wildlife or plants is allowed
- Obey speed limits on site

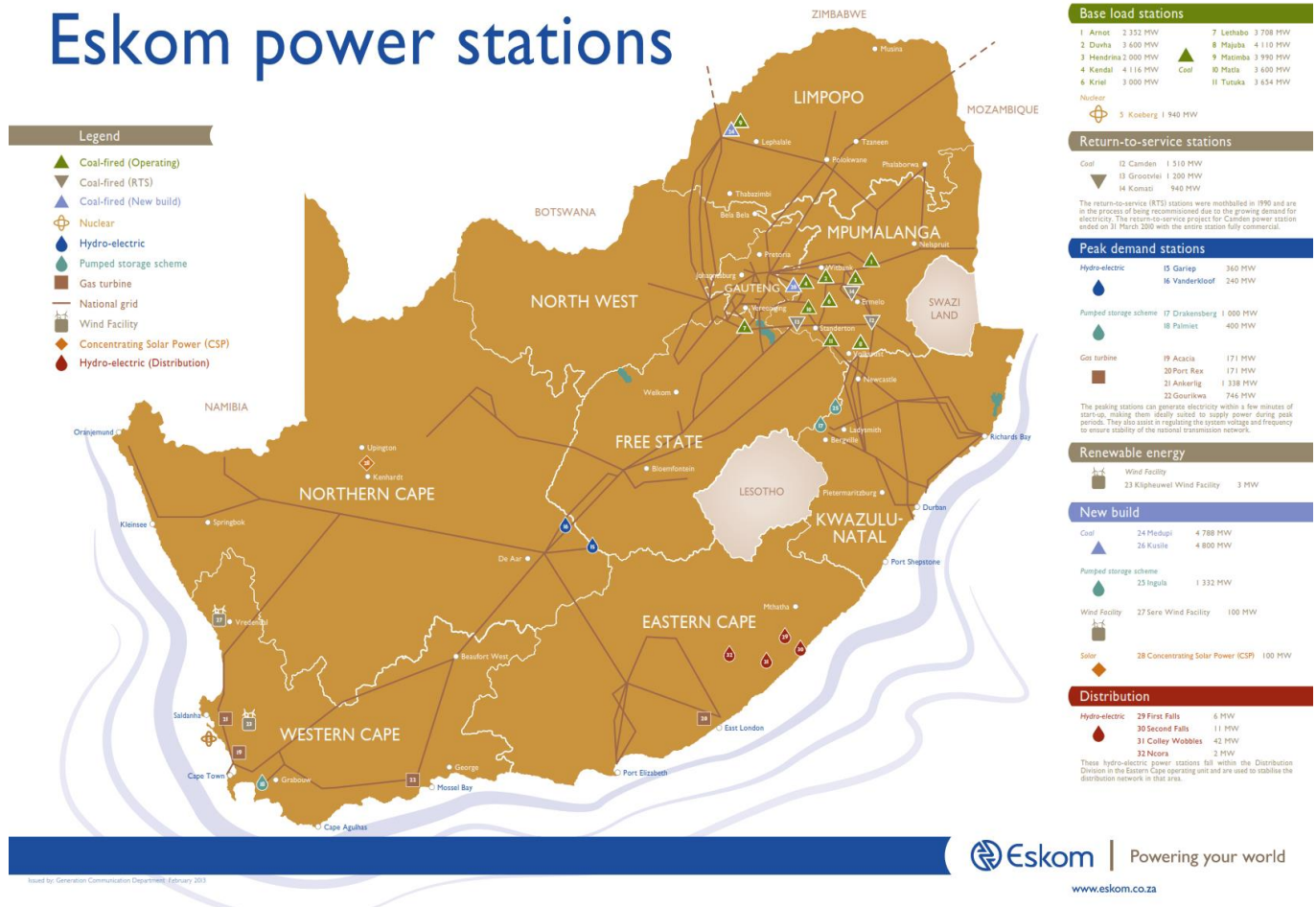
6.4 ***Records of Contractor's Equipment***

The security waybill process will apply for any movement of equipment. All products, parcels, documentation, parts, materials and goods can only be removed from site by means of a removal permit issued by the *Employer*.

Equipment and vehicles left on site is done so at the *Contractor's* own risk.

ANNEXURE 1

Eskom power stations



TASK ORDER

To the Contractor	[•]	Tel:	[•]
Address	[•]	Fax:	[•]
Attention	[name] [•]	Date:	[•]
E mail	[•]	Ref:	[•]

Dear Sirs,

Contract title	[•]	Number:	[•]
Contract action	Clause X19.2 Task Order		

Further to our consultations dated [•.....] about the content of this Task Order and in terms of clause X19.1(1) and X19.1(2) in secondary Option X19 of the above contract, I hereby instruct the Contractor to carry out the below stated work as a Task within the service.

Task Order No.	[•]	service	[•]
Detailed description of the work in the Task: [•] Starting date for the Task [•] Task Completion Date [•] Delay damages (if any) [•]			
A priced list of items of work in the Task in which items are taken from the Price List is attached Total of Prices for items of work taken from the Price List per the attached priced list is: Total of Prices for items of work not in the Price List (details attached) is: Total of the Prices for this Task Order		R. _____ R. _____ R. _____	

Yours faithfully,

Signature (Service Manager)	Name	Date
--------------------------------------	------	------

Distribution:				