



NEC3 Term Service Contract (TSC3)

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

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

**for PROVISION OF SUPERVISION AND WEIGHBRIDGE
OPERATORS FOR WEIGHING OF COAL, BULK FUEL,
CHEMICALS, DIESEL, AND ANY OTHER INDUSTRIAL
PRODUCTS AT MAJUBA POWER STATION**

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ENQUIRY NO. MPMAJ11412GX

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>	[●]

C1.1 Form of Offer & Acceptance

Offer

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

PROVISION OF SUPERVISION AND WEIGHBRIDGE OPERATORS FOR WEIGHING OF COALS, BULK FUEL, CHEMICALS, DIESEL AND ANY OTHER INDUSTRIAL PRODUCTS AT MAJUBA 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 or C	The offered total of the Prices exclusive of VAT is	R
		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

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*.

Provision of supervision and Weighbridge operators for weighing of coal, bulk fuel, chemicals diesel, and any other industrial products at Majuba Power Station.

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)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

Provision of supervision and Weighbridge operators for weighing of coal, bulk fuel, chemicals diesel, and any other industrial products at Majuba Power Station.

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	N/A	N/A

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	Eskom Holdings SOC Ltd
On behalf of	
	<i>(Insert name and address of organisation)</i>
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:	
	[Redacted] dispute resolution Option and secondary Options	A: Priced contract with price list W1: Dispute resolution procedure X1: Price adjustment for inflation X2 Changes in the law X17: Low service damages X18: Limitation of liability X20: Key performance indicators Z: Additional conditions of contract
	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
10.1	The <i>Service Manager</i> is (name):	S. Manilall
	Address	Majuba Power Station Private Bag 9001 2470
	Tel	017 799 3694
	Fax	086 660 8044
	e-mail	sanjay.manilall@eskom.co.za
11.2(13)	The <i>service</i> is	Provision of supervision and Weighbridge operators for weighing of coal, bulk fuel, chemicals diesel, and any other industrial products at Majuba Power Station.

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

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11.2(14)	The following matters will be included in the Risk Register	N/A
11.2(15)	The Service Information is in	Part 3: Scope of Work attached
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	1 week
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	2 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	01 April 2025
30.1	The <i>service period</i> is	31 March 2028
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	between the 25 th day day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	30 days after receipt of invoice from supplier
51.4	The <i>interest rate</i> is	<p>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</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event</p>

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		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	
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	as stated for “Format TSC3” available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance).
83.1	The <i>Employer</i> provides these additional insurances	as stated for “Format TSC3” available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance)
83.1	The <i>Contractor</i> provides these additional insurances:	N/A
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer’s</i> property is	the amount of the deductibles relevant to the event described in the “Format TSC3” insurance policy available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
83.1	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	N/A
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer’s</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor’s</i> Providing the Service for any one event is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor’s</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R

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.		
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	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 Contract Start Date		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		70	Labour	P141 Table A CP Excluding owners' equivalent rent I
		15	Transport	P0142.1 Table 1 Coal and Petroleum products - Petrol
		15	Fixed non-adjustable Minimum)	
		100		
X2	Changes in the law	There is no reference to Contract Data in this		

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		Option and terms in italics are identified elsewhere in this Contract Data.
X3	Multiple currencies	N/A
X4	Parent company guarantee	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
X12	Partnering	N/A
X17	Low Service Damages	
X17.1	The Service level table is in	C3 Scope of work
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	R (The Contract Value)
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/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none"> the total of the Prices at the Contract Date and 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 http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for <ul style="list-style-type: none"> Defects due to his design, plan and specification, Defects due to manufacture and fabrication outside the Affected Property, loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),

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		<ul style="list-style-type: none"> • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	N/A
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	1 day 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	C3 Scope of Work
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	3 months
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*.

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- 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 subcontractors 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

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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.

- 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 Subcontractors, 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 *Contractor* or a third party, such party's employees, agents, or Subcontractors or

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Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

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

Provision of supervision and Weighbridge operators for weighing of coal, bulk fuel, chemicals diesel, and any other industrial products at Majuba Power Station.**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_2014_To_31_March_2015.aspx](http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx)

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)³ in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(14)	The following matters will be included in the Risk Register	
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:	

³ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

Provision of supervision and Weighbridge operators for weighing of coal, bulk fuel, chemicals diesel, and any other industrial products at Majuba Power Station.

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	The pricing data
11.2(19)	The tendered total of the Prices is	R

Provision of supervision and Weighbridge operators for weighing of coal, bulk fuel, chemicals diesel, and any other industrial products at Majuba Power Station.**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 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.

Provision of supervision and Weighbridge operators for weighing of coal, bulk fuel, chemicals diesel, and any other industrial products at Majuba Power Station.

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	Monthly price	Total price (36 Months)
1	Overheads and profits	Monthly	36		
2	Fixed labour cost x 4 Shift Supervisors	Monthly	36		
3.	Fixed labour cost x 20 Data Collectors	Monthly	36		
4.	General Worker	Monthly	36		
5	Shift allowance	Monthly	36		
6	Travelling allowance	Monthly	36		
7	Safety (provide breakdown)	Yearly	3		
	TOTAL PRICE				

Overtime Time Rates

Item No.	Description	Unit	Normal Hours	Saturday	Sunday and Public Holidays
1.	Supervisor	Hour			
2.	Data Collector	Hour			
3.	General Worker	Hour			

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

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Description of the *service*

1.1 Executive overview

This contract scope of work is for the provision of supervision and weighbridge operators for weighing of the coal, bulk fuel, chemicals, diesel and any other industrial product that the power station may deem fit to have delivered and accounted for by being weighed at the weighbridges at Majuba Power Station.

Four weigh bridges normally used for weighing of coal trucks are built at the weighbridge system area, located on the coal stockyard (CSY) access road, inside the station grounds. Two incoming weighbridges and two outgoing weighbridges are located adjacent to one another with three control rooms located between them, wherein the appointed *Contractor's* personnel are stationed. Each weighbridge operator (WO) interacts directly with the truck drivers from the control room windows. The weighbridges are located in line with the access and departure roads, enabling adequate space for safe navigation by truck drivers. The access roads leading to and from the weighbridges are surfaced. The weighbridges are positioned well above the surrounding ground level, with inclined access ramps being employed. A fifth weighbridge which is used for accounting of bulk fuel, chemicals and diesel deliveries is situated within the station premises, adjacent to the security building.

1.2 Employer's requirements for the service

This contract scope of work is for the provision of supervision and weighbridge operators for weighing of the coal, bulk fuel, chemicals, diesel and any other industrial product that the power station may deem fit to have delivered and accounted for by being weighed at the weighbridges at Majuba Power Station.

Four weigh bridges normally used for weighing of coal trucks are built at the weighbridge system area, located on the coal stockyard (CSY) access road, inside the station grounds. Two incoming weighbridges and two outgoing weighbridges are located adjacent to one another with three control rooms located between them, wherein the appointed *Contractor's* personnel are stationed. Each weighbridge operator (WO) interacts directly with the truck drivers from the control room windows. The weighbridges are located in line with the access and departure roads, enabling adequate space for safe navigation by truck drivers. The access roads leading to and from the weighbridges are surfaced. The weighbridges are positioned well above the surrounding ground level, with inclined access ramps being employed. A fifth weighbridge which is used for accounting of bulk fuel, chemicals and diesel deliveries is situated within the station premises, adjacent to the security building.

1.3 Interpretation and terminology

The *Contractor* provides supervisors and operators to correctly and accurately weigh coal trucks over the coal weighbridges (Nos. 1– 4) and bulk fuel, chemical, or any other industrial product that the power station may deem fit, to be weighed over weighbridge number 5. This includes all activities required to effectively and accurately weigh and record trucks, trailers and tankers as required during the course of the contract.

Operations will be performed on a 24 hour basis, hence the weighbridges must also be available 24 hours a day, seven days a week, inclusive of public holidays. Hence the *Contractor* provides the *service* accordingly. Defects and issues affecting the *service* must be reported to the *Employer's* representative immediately. The *Contractor* ensures that proper hand-over of shift occurs at all times.

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
OBL	Outside battery limits

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1.2.1 Service for Weighbridges 1 to 4–Coal

The weighing of coal trucks is done as per the description below for weighbridge 1 to 4:

A. Entry at the Power Station (Full Trucks)

- a) The full coal haul truck carrying coal to the CSY approaches the incoming weighbridge and STOPS the vehicle at the installed roadside signage.
- b) Upon notification by the Weighbridge Operator (WO) to proceed, the operator of the full coal haul truck drives forward slowly under the control, management and direction of the WO and stops the vehicle on the weighbridge as and when instructed to do so by the WO.
- c) The operator of the full coal haul truck is not permitted to vacate the vehicle while being weighed.
- d) The full coal haul truck must remain stationary until instructed by the WO to drive off the Weighbridge. e) The WO weighs the stationary, full coal haul truck and provides the operator of the vehicle with an
 - a. entry weigh bill. Such entry weigh bill contains at least the following information:•
- e) The name of the Transporting Company
 - The License number of the Truck
 - The Name and Surname of the Driver or Driver ID
 - The Total Mass of the Truck fully loaded with coal.
 - The Date and Time of Arrival
 - The Weigh bill Number
- f) Upon indication by the WO, the operator of the full coal haul truck is directed by the WO to drive forward slowly until the vehicle is safely clear of the weighbridge.
- g) The operator of the full coal haul truck then drives directly to the stockpile, where he will be directed by another party to an area to offload.

B. Exit from the Power Station (Empty Trucks)

- a) The empty coal haul truck vacating the stockpile, approaches the outgoing weighbridge and STOPS the vehicle at the installed roadside signage.
- b) Upon notification by the WO to proceed, the operator of the empty coal haul truck drives forward slowly, under the control, management and direction of the WO and stops the vehicle on the weighbridge, as and when instructed to do so by the WO.
- c) The operator of the empty coal haul truck is not permitted to vacate the vehicle while being weighed.
- d) The empty coal haul truck must remain stationary until instructed by the WO to proceed off the
 - a. weighbridge.
- e) The WO weighs the stationary empty coal haul truck and provides the operator of the vehicle with an exit weighbill. Such exit weighbill contains at least the following information:•
 - The name of the Transporting Company
 - The License number of the Truck
 - The Name and Surname of the Driver or Driver ID
 - The Total Mass of the empty Truck.
 - The Date and Time of Departure
 - The Weigh bill Number
- f) Upon receipt of the exit weighbill, the operator of the empty coal haul truck is directed by the WO to move slowly forward until the vehicle is safely clear of the weighbridge.
- g) The operator of the empty coal haul truck then drives directly to the Main Security Gate at the Power Station and vacates the premises.

1.2.2 Service for Weighbridge 5 - Other

The weighing of all bulk fuel, chemicals, diesel and any other industrial product on weighbridge number 5, is done as per the description below:

A. Entry at the Power Station Weighbridge number 5 (Full Trucks)

- a) The full haul truck approaches the weighbridge and STOPS the vehicle at the installed roadside signage.
- b) Upon notification by the Weighbridge Operator (WO) to proceed, the operator of the full haul truck drives forward slowly under the control, management and direction of the WO and stops the vehicle on the weighbridge as and when instructed to do so by the WO.
- c) The operator of the full haul truck is not permitted to vacate the vehicle while being weighed.
The full coal haul truck must remain stationary until instructed by the WO to drive off the weighbridge.
- d) The WO weighs the stationary, full haul truck and provides the operator of the vehicle with an entry weigh bill. Such entry weigh bill contains at least the following information:•
 - The name of the Transporting Company
 - The License number of the Truck
 - The Name and Surname of the Driver or Driver ID
 - The Total Mass of the Truck fully loaded.
 - The Date and Time of Arrival
 - The Weigh bill Number
- e) Upon indication by the WO, the operator of the full haul truck is directed by the WO to drive forward slowly until the vehicle is safely clear of the weighbridge.
- f) The operator of the full haul truck then drives directly to the designated area, to offload.

B. Exit from the Power Station Weighbridge number 5 (Empty Trucks)

- a) The empty haul truck approaches the weighbridge number 5 and STOPS the vehicle at the installed roadside signage.
- b) Upon notification by the WO to proceed, the operator of the empty haul truck drives forward slowly under the control, management and direction of the WO and stops the vehicle on the weighbridge, as and when instructed to do so by the WO.
- c) The operator of the empty haul truck is not permitted to vacate the vehicle while being weighed.
- d) The empty coal haul truck must remain stationary until instructed by the WO to proceed off the weighbridge
- e) The WO weighs the stationary empty haul truck and provides the operator of the vehicle with an exit weighbill. Such exit weighbill contains at least the following information:-
 - The name of the Transporting Company
 - The License number of the Truck
 - The Name and Surname of the Driver or Driver ID
 - The Total Mass of the empty Truck.
 - The Date and Time of Departure
 - The Weigh bill Number
- f) Upon receipt of the exit weigh bill, the operator of the empty coal haul truck is directed by the WO to
 - a. move slowly forward until the vehicle is safely clear of the weighbridge.
- g) The operator of the empty coal truck then drives directly to the Main Security Gate at the Power Station and vacates the premises.

1.2.3 Cleaning and Housekeeping Service

The *Contractor* provides one person who ensures that the cleaning of the weighbridge control rooms, the toilet facilities and the equipment within the control rooms are done to an acceptable standard and to the satisfaction of the *Employer*. Cleaning is done on a daily basis (Monday to Friday) to maintain good housekeeping practices at all times. The *Contractor* will supply all required cleaning materials and detergents.

1.2.4 Recording of Data

The *Contractor's* supervisors will ensure that all relevant data is entered, recorded, printed and submitted, as per the process described *above*.

The *Contractor's* employees must be literate to the extent of being able to read, write and speak in English with ease. A Grade 12 Certificate is a prerequisite for all personnel employed by the *Contractor*. Basic computer literacy skills are required to enable each WO to accurately input the necessary information from the weigh bill slip, into the electronic weighbridge system.

The *Contractor* submits weigh bill slips to the Coal Data Reconciliation Data Clerk daily by 07h00 (Contact details shall be provided by the *Employer*). The weigh bill slips are to be kept in an envelope and submitted to the Data Clerk, together with the downloaded information which will be captured on a flash drive, provided by the *Employer*.

1.2.5 Co-operation

The Contractor obtains from the Employer and provides, all the necessary information required for the provision of services as follows:

- The Contractor complies with the Employer's Business code of Conduct Policy
- The Employer's Corporate and Majuba Power Station's relevant department procedures
- Majuba Power Station Quality Procedures
- Majuba Power Station's tendering and purchasing procedures

Contractor must comply to all relevant laws and regulations including the following:

- Labour Act and Minimum Basic Conditions of Services Act
- Condition of Employment Act
- Labour Relations Act
-

1.2.6 Approvals

The *Contractor* is only instructed by the *Service Manager* and other *Employer's* representatives delegated to by the *Service Manager*,

Where the *Contractor* requires work methods other than in accordance with Majuba Power Stations procedures, methods or philosophies, the *Contractor* makes written application to the *Employer* and only implements the modified work methods after written approval from the *Employer* is received. The modified work method becomes the intellectual property of the *Employer* and is provided free of charge.

1.2.7 Non Performance and Low Service Damages

Inaccurate completion or non-conformance of the *Contractor's* activities are not condoned and in case of repeat incidents will, after being pre warned by the *Service Manager*, provide a valid reason for cancellation of the contract. The *Contractor's* activities will have major implications on the *Employer's* coal and bulk fuel oil accounting operations, so accuracy and reliability is crucial.

The low service damages impacts on the monthly assessment value as per the table below. Rework is done at no cost to the *Employer*. Low service damages will be deducted from the invoice at the end of the month.

Table 1: Low Service Damages Table

No.	Description	Acceptable level of Performance	Penalty for Poor performance
1.	Accuracy of data submission	95% Accuracy	5% of monthly assessment value
2.	Safety of weighbridge operations	Zero medical or Lost time incidents	10% of monthly assessment value
3.	High absenteeism	10% Absenteeism or less	5% of monthly assessment value
4.	Submission of monthly attendance registers / time sheets in advance of assessment dates	100% Submission of documentation on assessment date	5% of monthly assessment value

2 Management strategy and start up.

2.1 The Contractor’s plan for the service

The *Contractor’s plan* must ensure that the *service* is provided as per the *Employer’s* requirements. Health and safety, quality, the environment and all associated logistics make up the *Contractor’s* plan

2.2 Management meetings

The *Service Manager* holds regular site meetings as agreed between the *Service Manager* and the *Contractor* and keeps and circulates minutes of the contract meetings. The *Contractor* attends the meetings and apologies will be directed to the *Service Manager* in writing.

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

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 registers and compensation events	Weekly on Mondays and Wednesdays at 08H15	Wynberg Boardroom or alternate as arranged	Service Manager, Employers representative and Contractor’s representative and Supervisor
Overall contract progress and assessment	Monthly on 15 at 14H00	Wynberg Boardroom or alternate as arranged	Employer, Contractor and QS

Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *service*. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

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.

2.3 Contractor’s management, supervision and key people

The *Contractor’s* minimum staff compliment is twenty six (26) people, which includes one Supervisor and operators per shift. The operation is based on the weighbridge being operational 24 hours a day and the *Contractor* is required to work a 4 shift, eight hour cycle roster, Morning shift (06:00 -- 14:00), Afternoon shift (14:00 – 22:00) and Night shift (22:00 – 06:00), No operator shall leave his/her workplace without having handed over shift to the next shift at the weighbridge control rooms. The *Contractor* draws up a monthly shift roster and submits to the *Employer* for approval. The *Contractor* ensures that proper handover of shift is done at all times. The one additional individual is responsible for cleaning and maintaining good housekeeping of the weighbridge control rooms and the bulk fuel weighbridge and their immediate surroundings and ONLY reports for duty Monday to Friday, on day shift, 07:30 – 16:30.

The day shift supervisor reports for duty Monday to Friday, on day shift, 07.30 -- 16:30. The *Contractor* shall request for approval for overtime from the *Service Manager* before permission is granted for personnel to work overtime.

The *Contractor* furnishes the *Service Manager* with a list of addresses and telephone numbers of key personnel in the *Contractor's* organization who may be contacted in an emergency both during and outside office hours.

The *Contractor* appoints competent and trained *Contractor's* Representative or Supervisors with the minimum requirements as listed below, who manages all contract related matters and may also manage *service* issues. Change of this person is communicated in writing within one week of such change to the other party.

The *Contractor's* Representative will be suitably trained in contracts management to ensure good governance between the *Contractor* and the *Employer*.

The *Contractor's* supervisors, with the minimum requirements as listed below, are responsible for supervision on site and if necessary, may also manage technical issues. Change of this person is communicated in writing within one week of such change to the other party.

Minimum Qualification Requirements	Related Minimum Experience	Years:
Grade 12 + 2 An appropriate Technical/Office Management qualification	Weighbridge operations with supervision within a power station environment	4 Years weighbridge operations experience

The *Contractor* will be available after hours telephonically. Where any of the *Contractor's* personnel is not available due to excessive hours worked, leave or illness, a suitably qualified alternate must be made available to avoid production loss.

All key persons undertaking work are appropriately trained; Qualified, Skilled and Competent to perform such work and documented proof thereof must be submitted. Incidence of poor quality work and non-adherence to site regulations and procedures will prompt the *Employer* to request the immediate and permanent removal of such person from all site activities.

Additionally, the Supervisor/s must be able to communicate satisfactorily in English and have a formal education as per the table above. If at any time, it is found that the Supervisors' ability to either supervise the workers, practice good communication skills (verbal or written) or exercise competency is lacking, the *Employer* may give instruction for the removal of such person from site with immediate effect.

2.4 Documentation control

The *Contractor* maintains daily site records of:

- a) Staff on duty, annual leave, sick leave, training.
- b) Plant and material, office equipment, weighbridge control rooms, toilet facilities, computers and printers.
- c) Weighbridge slips.
- d) Safety inspection check sheets.
- e) Toolbox talks.
- f) Inspection for weighbridges.
- g) Reporting of defects to the *Employer's* representative.

Site records are submitted to the *Service Manager* or *Employer's* Supervisor weekly

2.5 Invoicing and payment

Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Service Manager's* payment certificate.

The *Contractor* shall address the tax invoice to
Accounts Payable Services
Eskom Holdings SOC Ltd
Majuba Power Station
Private Bag 9001
Volksrust
2470

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)

Invoices can be submitted via email to: invoiceseskomlocal@eskom.co.za

Details on how to submit invoices and additional information:

- Ensure that the Eskom order number and/or contract number is clearly indicated on your invoice together with the line number on the order you are billing for.
- All electronic invoices must be sent in Portable Document Format (PDF) format only.
- Each PDF file should contain one invoice; or one debit note; or one credit note only as Eskom's SAP system does not support more than one PDF being linked into workflow at a time.
- Your e-mail may contain more than one PDF file (e.g. 2 invoices on 2 separate PDF files in one e-mail).
- A PDF file that was created directly from a system meets the definition of original document and is allowed (including saving documents from excel to PDF, word to PDF etc.)
- An invoice that was printed and then scanned to PDF by the vendor is **not acceptable** as this is not an original tax invoice by South African Revenue Services (SARS) definition but a copy.
- The following wording needs to appear on the invoice: "Your invoice is encrypted in order to comply with SARS requirements that invoices and statements sent electronically are tamperproof."
- You do not require a goods receipt (GR) number to submit your invoices. When the GR number is received you can then send the GR number to the Finance Shared Services (FSS) contact centre at FSS@eskom.co.za or 011 800 5060.
- All queries and follow-ups on invoice payments should be made by contacting the FSS Contact Centre:
Tel: 011 800 5060

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

2.6.1 Information and other things

Upon completion of the service, the *Contractor* returns the *Employer's* site, equipment and property **in** a good state to the *Employer*. Costs for damages may be assessed and deducted from the monthly assessments.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The *Contractor* must ensure that all his personnel attend a Health and Safety induction course prior to starting with their work. The safety induction course can, on request, be provided by the *Employer* and is necessary for the duration of the services.

The *Employer*, the *Employers* Supervisors, Majuba/Eskom Safety Risk Management etc. has the right and authority to visit and inspect the *Contractors* workplace or site establishment to ensure that tools, machinery and equipment comply with the minimum safety requirements.

The *Service Manager* is entitled to instruct the *Contractor* to stop work, without penalty to the *Employer*, where the *Contractors* personnel fail to conform to safety standards or contravene health and safety regulations. The *Service Manager* is entitled to cause the *Contractor* to discipline his employees and to submit disciplinary action, and submit a report to the *Service Manager*. The *Contractor* implements additional health and safety precautions where necessary.

The *Contractor* provides all his personnel with the required personal protective equipment.(PPE). Such equipment shall be replaced regularly as required and when defective or worn out.

Risk assessments, pre-job briefs, post – job briefs & job observations will be conducted by the *Contractor* for all work performed.

The *Contractor* is responsible for the safe transportation of his/her personnel to and from site and on site. Personnel shall be transported to the weighbridge area for changing of shift. The *Contractor* is responsible to provide transportation for personnel that are required to work overtime. No passengers will be allowed on the back of a LDV (Bakkie) even if fitted with a canopy.

The *Contractor* must-

- Never disregard road signs, drive recklessly, exceed the speed limit, exceed the alcohol limit or do anything contrary to the National Road Traffic Act while on Eskom Sites.

- Not drive any vehicle, on site, if not in possession of a valid national driver's license.

- Not hold a cellular or mobile telephone or radio in one or both hands or with any other part of the body while driving. A cellular or mobile telephone may only be used while driving if it is fitted with a hands-free device.

- Make sure that all passengers are seated and wear seatbelts at all times.

- Never transport any employee or contractor in the back of an open vehicle without the necessary safety features. This includes LDV's (Bakkies) fitted with canopies.

- Never park a vehicle in such a way that it would be a hazard to other road users.

The *Contractor* hereby indemnifies the Client (*Employer*) and holds the Client (*Employer*) harmless in respect of any and all loss, costs, claims, demands, liabilities, damage, penalties or expense that may be made against the Client (*Employer*) and/or suffered or incurred by the Client (*Employer*) (as the case may be) as a result of, any failure of the *Contractor*, its employees, agents, Subcontractors and/or mandataries to comply with their obligations in terms of this clause 18, and/or the failure of the Client (*Employer*) to procure the compliance by the *Contractor*, its employees, agents, Subcontractors and/or mandataries with their responsibilities and/or obligations in terms of or arising from the OHS Act.

The *Contractor* provides all personal protective/safety equipment (PPE) free of charge to personnel.

The *Contractor* complies with the *Employers* safety, health and quality procedures and policies.

4 Procurement

4.1 Supplier Development, Localisation and Industrialisation (SDL &I)

4.1.1 Requirements

The Contractor recruits 100% of all new recruits, of general labour from Dr Pixley Ka Seme local municipality, using the recruitment form provided by the department of labour. Contact details and application forms will be provided by the Service Manager on request

In an event that new recruits are not from the defined Dr Pixley Ka Seme municipality, the contractor needs to provide proof that the local municipality could not provide such individual.

The contractor needs to update the employer as well as the department of labour, in the event that there is a change in the staff compliment e.g. dismissal, resignation, etc

The contractor submits an updated monthly job statistics on the 1st day of each month, using the reporting template that is provided by the Service Manager.

4.1.2 Transporting of Staff

The Contractor must use transportation sourced from the Dr Pixley Ka Seme local taxi association.

4.1.3 SMMEs

The Contractor supports local Small, Micro and Medium Enterprises by purchasing your material locally where such material is available
BBBEE and preferencing scheme- The contractor keeps the same BBBEE level throughout the contract. If any changes kindly notify the services manager.

4.2 Subcontracting

If the *contractor* subcontracts the subcontracting will be based on NEC (New Engineering Contract). The *subcontractors* documentation will at all times reflect the main contract number reflected in this document and make mention of the principle contractor.

4.3 Plant and Materials

4.3.1 Correction of defects

All plant defects are to be reported to the *Employers* representative immediately.

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

The *Employer* provides the installed weighbridges on site which are serviced, maintained and calibrated by other parties.

The following office and general supplies are provided as free issue by the *Employer* to the *Contractor*.

- Rubber bands
- Staples
- Printer cartridges
- Printer paper
- Toilet Paper
- Telephone (calls for *Contractor's* account)

Potable water and water for the *services* will be available free of charge from points in the plant area indicated to the *Contractor*.

On site toilets are provided by the *Employer*. All the *Contractor's* personnel are expected to make use of these facilities.

The *Employer* provides electricity at the facilities to be used by the *Contractor*.

The *Contractor* supplies everything else required to provide the works.

The service provider shall provide and maintain for the duration of the contract the following items:

- 1 x Water Cooler
- 5 x Portable Fan Heaters
- 1 x Large Microwave
- 1 x Bar Fridge

5. Working on the Affected Property

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

All *Contractor* employees are required to do Majuba Safety induction on commencement of the contract.

Contractor employees are required to renew their access permits every 3 months.

All vehicle assess permits must be renewed every 3 months.

The latest revision Majuba Power Station Site Regulations form part of this contract.

Copies of these procedures are made available by the *Service Manager* upon the start of the contract.

(Any additional site regulations implemented will be applicable)

5.2 Health and safety facilities on the Affected Property

The *Employer* follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incidents. The *Contractor* is expected to fully co-operate to achieve this objective.

The *Service Manager* must be informed immediately of any incidents and any damage to property or equipment must be reported within 24 hours.

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

The power station has a medical facility located on the premises, emergency response can be activated by dialling 3803 or 9222.

5.3 Site services and facilities

5.3.1 Provided by the *Employer*

Potable water and water for the Works will be available free of charge from points in the Plant area indicated to the *Contractor*.

On site toilets are provided by the *Employer*. All the *Contractor's* Personnel are expected to make use of these facilities.

The *Employer* provides electricity at the facilities to be used by the *Contractor*.

The *Contractor* supplies everything else required to provide the works

5.3.2 Provided by the *Contractor*

The *Contractor* is responsible for the safe transportation of his/her personnel to and from site and on site. No passengers will be allowed on the back of a LDV (Bakkie) even if fitted with a canopy.

The *Contractor* provides his own accommodation off site.

The *Contractor* supplies everything else required to provide the service on a 24 hour basis, including public holidays.

The service provider shall provide and maintain for the duration of the contract the following items:

- 1 x Water Cooler
- 5 x Portable Fan Heaters
- 1 x Large Microwave
- 1 x Bar Fridge

6.List of drawings

a. 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
0.66/1	14	Majuba Power Station Site Layout Sheet 1 of 2
0.66/95492	0	Site Layout for Majuba Power Station Weighbridges Complex