



NEC3 Term Service

Short Contract (TSSC3)

A contract between Eskom Rotek Industries SOC Ltd
(Reg No. 1990/006897/30)

and

for The Medupi site establishment contract for ops and
maintenance offices

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Documentation prepared by: Medupi technical team

C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

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

The Medupi site establishment contract for ops and maintenance offices

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

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

The offered total of the Prices exclusive of VAT is	Rate based
Value Added Tax @ 15% is	Rate based
The offered total of the Prices inclusive of VAT is	Rate based
Rate based	

This Offer may be accepted by the Employer by signing the form of Acceptance overleaf and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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Acceptance

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

The terms of the Contract, are contained in:

Part 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 Scope of Work: Service Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be signed by the duly authorised representative(s) for both parties.

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Signature(s)

Name(s) _____ **Sizo Myeni**

Capacity _____ **Acting Product Group Manager,
Bulk Material Services
Eskom Rotek Industries
Lower Germiston Road
Rosherville
2022**

**for the
Employer**

Name & signature of witness _____ Date _____

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. _____'.

C1.2 Contract Data

Data provided by the *Employer*

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

Clause	Statement	Data
General		
10.1	The <i>Employer</i> is (Name):	Eskom Rotek Industries SOC Ltd (Reg no: 1990/006897/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Roshland Office Park Lower Germiston Road Rosherville 2094
	Tel No.	011 629 8000
	E-mail address/Fax	011 629 8000
If the <i>Employer</i> appoints an <i>Employer's Agent</i> , the <i>Employer's Agent</i> is:		
14.5	Name	
	Address	Roshland Office Park Lower Germiston Road Rosherville 2094
	Tel No.	011 629 8000
	Fax No.	011 629 8000
	E-mail address	
	The authority of the <i>Employer's Agent</i> is	
11.2(5)	The <i>service</i> is	The Medupi site establishment contract for ops and maintenance offices
11.2(6)	The Service Information is in	The document called 'Service Information' in Part 3 of this contract.
30.1	The <i>starting date</i> is.	TBA
30.1	The <i>service period</i> is.	8 months
13.2	The <i>period for reply</i> is	1 week
50.1	The <i>assessment day</i> is the	25th of each month.
51.2	The interest rate on late payment is	

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80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	the amount of the deductibles relevant to the event described in the "Format TSSC3" insurance policy available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
82.1	The <i>Employer</i> provides this insurance	as stated for "Format TSSC3" available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance)
82.1	The minimum amount of cover for the first insurance stated in the Insurance Table is:	the amount of the deductibles relevant to the event described in the "Format TSSC3" insurance policy available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .
82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
93.1	The <i>Adjudicator</i> is An Adjudicator will be appointed between the Contractor and the Employer should a dispute arises. The costs that the Adjudicator charge will be divided between both Parties at 50% for each parties account. Address Tel No. Fax No. e-mail	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). TBC TBC TBC TBC

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93.2(2)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body
93.4	The <i>tribunal</i> is:	arbitration.
	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.

The *conditions of contract* are the NEC3 Term Service Short Contract (April 2013)¹² and the following additional conditions Z1 to Z11 which always apply:

Z1 Cession delegation and assignment

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

Z2 Change of Broad Based Black Economic Empowerment (B-BBEE) status

- Z2.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z2.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.
- Z2.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the *starting date* the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z2.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *service*.

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

² State whether attached as a 'PDF' file in terms of Eskom's licence, or to be obtained from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or www.ecs.co.za

Z3 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 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.

- Z3.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z3.2 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.
- Z3.3 If the Employer terminates the Contractor's obligation to Provide the Service for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z3.4 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.

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to others except where required by this contract. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to others where required by this contract the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

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- 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 *Employer*.
- 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 *Employer's* property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to clause 12.2:

- Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties or their delegates or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z6 Health, safety and the environment

- 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*:
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of *service*; and
 - undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- 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 clause 50

- Z7.1 The *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the correctly assessed amount due for payment.
- 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 clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Contractor* is required to comply with the requirements of the Value Added Tax Act, no 89

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of 1991 (as amended) and to include the *Employer's* VAT number 4330196330 on each invoice he submits for payment.

Z8 Notifying compensation events

- Z8.1 Delete from the last sentence in clause 61.1, "unless the event arises from an instruction of the *Employer*."

Z9 *Employer's* limitation of liability; Add to clause 80.2

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

Z10 Termination: Add to clause 90.2, after the words "or its equivalent":

- Z10.1 or had a judicial management order granted against it.

Z11 Addition to Clause 50.4

- Z11.1 If the amount due for the *Contractor's* payment of *delay damages* reaches the limits stated in a Task Order (if any), the *Employer* may terminate the *Contractor's* obligation to Provide the Service.
- Z11.2 If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *service*.
-

Annexure A: Insurance provided by the Employer

These notes are provided as guidance to tendering contractors and the Contractor about the insurance provided by the Employer. Details of the insurance itself are available from the internet web link given below.

1. Services provided in a TSSC3 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" policy which may be in place for the *Employer's* portion of the property affected by the *service* or against the *Employer's* "assets" policy which may be in place for the *Employer's* portion of the property affected by the *service*, 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 property affected by the *service* and the nature of the insurable event.
3. The *Contractor* is required in terms of Contract Data for clause 82 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from the *Contractor's* 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 TSSC3**' 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 to cover his risks as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 82.1. In terms of clause 82.1 "the *Contractor* provides the insurances stated in the Insurance Table. The *Contractor* does not provide an insurance which the *Employer* is to provide as stated in the Contract Data". 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. Part 2 of the contract will include a requirement for the tendering contractor to identify the cost of insurance which he has allowed for in his Prices, given the foregoing guidance, either as a separate priced item or
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)***

Data provided by the *Contractor* (the *Contractor's Offer*)

The tendering contractor is advised to read both the NEC3 Term Service Short Contract (April 2013) and the relevant parts of its Guidance Notes (TSSC3-GN)³ in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 24 of the TSSC3 Guidance Notes.

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

10.1	The <i>Contractor</i> is (Name):	_____
	Address	_____
	Tel No.	_____
	Fax No.	_____
	E-mail address	_____
63.2	The percentage for overheads and profit added to the Defined Cost for people is	Inclusive in tendered rates
63.2	The percentage for overheads and profit added to other Defined Cost is	Inclusive in tendered rates
11.2(4)	The Price List is in	the document called 'Price List' in Part 1 of this contract.
11.2(4)	The offered total of the Prices for part of the service in Part 1 of the Price List is [Enter the total of the Prices from the Price List]:	Rates based excluding VAT Rates based excluding VAT

³ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or www.ecs.co.za.

C2 Pricing Data

C2.1 Pricing assumptions

The Price List is in two parts. Part 1 is for work described in the Service Information not requiring the *Employer* to issue a Task Order. Part 2 is for work to be carried out within a stated period of time on a task by Task basis and instructed by Task Order. The *service* may comprise work under Part 1 only or Part 2 only or a mix of both.

Entries in the first four columns of Part 1 of the Price List are made either by the *Employer* or the tenderer. Entries in the first four columns of Part 2 of the Price List would normally be made by the *Employer* as the Party most likely to know the kind of work which will be instructed by the issue of Task Orders. The tenderer then enters a rate for each item and multiplies it by the Expected quantity to produce the Price to be entered in the final column.

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

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters a rate for each item and multiplies it by the Expected quantity to produce the Price, to be entered in the final column.

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

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

C2.2 Price List

Part 1

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

C3: Scope of Work

C3.1 Service Information

Description of the *service*

ERI BMS at Medupi Power Station was awarded a contract for the coal and ash materials handling for a duration of 10 years. The execution of the scope requires transportation of employees of which belongs to ERI and some outsourced through Enabling contracts.

ERI BMS Medupi requires an established site for Ash and Coal operations and maintenance. Currently, site offices and ablution facilities have been erected but the need refurbishment and other works are required to meet the requirements of the facilities regulations act.

SUPPORTING CLAUSES

SUMMARY

The scope of work to for the provision of Maintenance services enabling contract at Medupi Power Station

PURPOSE

The purpose of this document is to provide the requirements for the Scope of Work for the supply, fabrication, erection and installation of materials and service for establishment of ERI BMS site facilities at at Medupi Power Station needed by the employees of BMS Ash and Coal maintenance and operations project and Auxiliary Maintenance project . Full details are given in section 3.2 of this Scope of Works.

APPLICABILITY

This document shall apply to Medupi Power Station BMS coal and ash maintenance and operations project.

SPECIAL NOTES

- Any details or documents accompanying this Scope of Works are strictly for Tender purposes ONLY; and meant to give potential Contractor information.

NORMATIVE/INFORMATIVE REFERENCES

Normative

The applicable reference documents are listed below. These documents (latest revision) form part of this specification to the extent as specified in this specification. In the event of a conflict between the text of this specification and the applicable parts of the Eskom documents listed below, the text of this specification takes precedence. However, this specification does not supersede applicable laws and regulations (including the SANS standards), unless a specific exemption has been obtained from the relevant authorities.

- | | | |
|------|------------------|--|
| [1.] | 240-53665024 | : Engineering Quality Manual. |
| [2.] | ISO 9001 | : Quality Management Systems. |
| [3.] | 240 – 1065658000 | : Supplier Quality Management Specification. |
| [4.] | 200 - 1689 | : Project Quality Plan |
| [5.] | 200 – 1679 | : Medupi Quality Specifications |
| [6.] | 200 – 5667 | : Control of Drawings Procedure |

Informative

[1] OHS Act : Occupational Health and Safety Act of 1993.

DEFINITIONS

Within context of this Scope of Works, the following terms are explained in table below:

Definition	Description
Contractor	The appointed person to perform the works
Accommodation	A building or room in which someone may live or stay.
Rental	An amount paid or received as rent.

Disclosure Classification

Controlled Disclosure: Controlled Disclosure to external parties (either enforced by law, or discretionary)

ABBREVIATIONS

Abbreviation	Description
BMS	Bulk Material Services
SANAS	South African National Accreditation System
SANS	South African National Standards
QMS	Quality Management System
ISO	International Standards Organization
OHS	Occupational Health and Safety Act

ROLES AND RESPONSIBILITIES

Eskom Rotek Industries

- Ensure that the contractor/supplier has the relevant and applicable standards and specifications governing the supply of the reworks on plant equipment
- Ensure that the supplier has the right revision of approved construction drawings with correct quantities.
- Ensure the contractor has convenient access to Medupi Site for the Supplier.
- Ensure the contractor understands Medupi's site-specific regulations relating to Safety, Health Environment and Quality

Contractor/Supplier

- Ensure that the Supply and Supplied Works conform to and satisfy to the specifications as set out in this scope of works.
- Ensure they obtain useful and relevant information to enable effective completion of the works, including but not limited to Specifications, approved construction drawings, any OEM Manual, plant Operation manual/s.
- Ensure they communicate with ERI to understand the full nature of the Scope of works required.
- Ensure they understand the time frames set for completion of the Works.

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PROCESS FOR MONITORING

The schedule and target delivery date of all items will be communicated by the **supplier**, in writing to Eskom Rotek Industries after order placement with **fixed and firm dates**.

RELATED OR SUPPORTING DOCUMENTS

- N/A

SCOPE OF WORK**EMPLOYER'S REQUIREMENTS FOR THE SERVICE**

The Employer's objectives are to:

- Obtain site office establishment service for the operations of the system as required to be completed in a specific period.

The successful service provider is responsible to provide the materials and services as per bill of quantities supplied on an as and when required basis. The successful service provider shall be **provided with** workshop facilities for the activities for performing the tasks and thus needs to bear that in mind when pricing.

The costs for activities shall be re-measurable after the completion of the activities. Any service provider that is involved in unsafe act or environmental contravention will have to be stopped until an improvement plan is approved by the ERI BMS site management.

TECHNICAL REQUIREMENTS

The specification included is a minimum guideline for the required activities and can only be used as an indicator of the class of the maintenance that is required. The quantities are an estimate of requirements is based on and as and when required basis.

3.2. Ash Dump Facilities**3.2.1.Civils, Paving and Structural**

- Supply and erect fencing 200m x 100m around the yard, height 3m and two gates at each end of the yard
- Supply, install paving of 20m X20m. (Supplier to make provision for all materials sand, paving blocks e.t.c also equipment required to complete the task.)

3.2.2. Disassembly, rigging and Transportation

- Disassemble and dismantle of 2 off containers (1 off 16m and 1 off 8m long containers)
- Rigging and Transportation to new laydown area distance of 1 km
- Repositioning, re-assembly of containers
- Waterproofing and sealing of containers

NB!! Supplier to provide its own rigging tools, plant, lowbed required to fully complete the task. All tools deemed necessary for the execution of the scope is to be provided by the supplier.

3.2.3. Plumbing and Ablution Facilities

- Digging of trench to joining sewage line off 50m long.
- Supply, install and function test sewage line from kitchen connection point

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- Supply, install, function and leak test a potable water line to the kitchen connection point
- Sealing and waterproofing of containers
- Supply and installation Drinking water tanks x1(2500 litres)
- Supply, digging for and installation off Septic tanks x1(6000 litres)

NB!! All tools and materials deemed necessary for the execution of the scope is to be provided by the supplier.

3.2.4. Refurbishment of Existing containers

- Removal and disposal of damaged windows
- Supply, fabricate and install of new windows and frame
- Supply and Installation of blinds
- Supply and installation of door handles
- Removal of damaged 1 off kitchen cupboard
- Supply, fabrication, and installation 1 off new kitchen cupboard
- Modification of door frames to suit installation of pneumatic door closer

NB!! All tools and materials deemed necessary for the execution of the scope is to be provided by the supplier.

3.2.5. Electrification and lighting

- Supply, installation of 2 off distribution box
- Supply, termination, and installation of plug points,
- Supply, installation, function testing of air conditioners
- Supply, installation, function testing of water boiler
- Supply and installation and function testing of lighting
- Supply of COC upon completion of electrical works.

NB!! All tools and materials deemed necessary for the execution of the scope is to be provided by the supplier.

3.2.6. Parking Bay

- Supply and installation of arc shaped 2 off triple car port
- Supply and installation off 18mX 6m yard stone (13mm)

NB!! Supplier to make provision for all materials sand, stone e.t.c also equipment required to complete the task.

Maintenance Facilities (Coal Stock Yard Offices)**3.2.7. Civils, Paving and Structural**

- Fencing 200m x 100m around the yard, height 3m and two gates at each end of the yard
- Supply, install paving of 50m X20m. (Supplier to make provision for all materials sand, paving blocks e.t.c also equipment required to complete the task.)

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3.2.8. Plumbing and Ablution Facilities

- Digging of trench to joining sewage line off 300m long
- Supply, install and function test sewage line from 3 off kitchen connection point
- Supply, install, function and leak test a potable water line to the 3 off kitchen connection point
- Sealing and waterproofing of containers

NB!! All tools and materials deemed necessary for the execution of the scope is to be provided by the supplier.

3.2.8. Refurbishment of Existing containers

- Refurbishment of 6 off 22m long containers and 2 off 8 m long containers
- Removal and disposal of damaged 80 off 1m by 1m windows
- Supply, fabricate and install of new windows and frame
- Supply and Installation of blinds
- Supply and installation of 16 off door handles
- Modification of door frames to suit installation of 16 off pneumatic door

NB!! All tools and materials deemed necessary for the execution of the scope is to be provided by the supplier.

3.2.9. Electrification and lighting

- Supply, installation of 8 off distribution board
- Supply, termination, and installation of plug points,
- Supply, installation, function testing of air conditioners
- Supply, installation, function testing of water boiler
- Supply and installation and function testing of lighting
- Supply of COC upon completion of electrical works.

NB!! All tools and materials deemed necessary for the execution of the scope is to be provided by the supplier.

3.2.10. Parking Bay

- Supply and installation of 4 off arc shaped, IBR sheeting, steel triple car port
- Supply and installation off 50mX 8m yard stone (13mm)

OPS support (Cleaning Offices)**3.2.11.Civils, Paving and Structural**

- Fencing 200m x 200m around the yard, height 3m and two gates at each end of the yard
- Supply, install paving of 50m X30m. (Supplier to make provision for all materials sand, paving blocks e.t.c also equipment required to complete the task.)

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- Supply, install steel shade of 36m X9mX3,4 m high. (Supplier to make provision for all materials corrugated sheeting, lip channels, square tubing, screws, painting e.t.c also equipment required to complete the task.)

3.2.12. Disassembly, rigging and Transportation

- Disassemble and dismantle of 3 off 22m long containers
- Rigging and Transportation by 2000km to new laydown area
- Repositioning, re-assembly of containers
- Waterproofing of containers

NB!! Supplier to provide its own rigging tools, plant, lowbed required to fully complete the task. All tools deemed necessary for the execution of the scope is to be provided by the supplier.

3.2.13. Plumbing and Ablution Facilities

- Digging of trench to joining sewage line off 100m long.
- Supply, install and function test sewage line from kitchen connection point
- Supply, install, function and leak test a potable water line to the kitchen connection point
- Sealing and waterproofing of containers
- Supply and installation Drinking water tanks x2(2500 litres each)
- Supply, digging for and installation off Septic tanks x2(6000 litres)

NB!! All tools and materials deemed necessary for the execution of the scope is to be provided by the supplier.

3.2.14. Refurbishment of Existing containers

- Refurbishment of 6 off 22m long containers
- Removal and disposal of damaged 60 off 1m by 1m windows
- Supply, fabricate and install of new windows and frame
- Supply and Installation of blinds
- Supply and installation of 12 off door handles
- Modification of door frames to suit installation of 12 off pneumatic door closers
- Conversion of 1 off 22m long container into boardroom
- Conversion of 1 off container into kitchen

NB!! All tools and materials deemed necessary for the execution of the scope is to be provided by the supplier.

3.2.15. Electrification and lighting

- Supply, installation of distribution board
- Supply, termination, and installation of plug points,
- Supply, installation, function testing of air conditioners

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- Supply, installation, function testing of water boiler
- Supply and installation and function testing of lighting
- Supply of COC upon completion of electrical works.

NB!! All tools and materials deemed necessary for the execution of the scope is to be provided by the supplier.

3.2.16. Parking Bay

- Supply and installation of arc shaped 2 off triple car port
- Supply and installation off 20mX 10m yard stone (13mm)

NB!! Supplier to make provision for all materials sand, stone e.t.c also equipment required to complete the task.

Auxiliary Maintenance Offices**3.2.17. Civils, Paving and Structural**

- Fencing 100m x 100m around the yard, height 3m and two gates at each end of the yard
- Supply, install paving of 50m X30m. (Supplier to make provision for all materials sand, paving blocks e.t.c also equipment required to complete the task.)

3.2.18. Disassembly, rigging and Transportation

- Disassemble and dismantle of containers 8 Off 22metre log
- Rigging and Transportation to new laydown area, 20
- Repositioning, re-assembly of containers
- Waterproofing of containers

NB!! Supplier to provide its own rigging tools, plant, lowbed required to fully complete the task. All tools deemed necessary for the execution of the scope is to be provided by the supplier.

3.2.19. Plumbing and Ablution Facilities

- Water tanks and pipes to connect water to facilities 100m
- Digging of trench to joining sewage line 100m
- Supply, install and function test sewage line from kitchen connection point
- Supply, install, function and leak test a potable water line to the kitchen connection point
- Sealing and waterproofing of containers
- Drinking water tanks x2 (2500 litres)
- Septic tanks x2 2500 litres)

NB!! All tools and materials deemed necessary for the execution of the scope is to be provided by the supplier.

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3.2.20 Refurbishment of Existing containers

- Removal and disposal of damaged windows
- Supply, fabricate and install of new windows and frame
- Supply and Installation of blinds
- Supply and installation of door handles
- Modification of door frames to suit installation of pneumatic door
- Installation of pneumatic door frames

NB!! All tools and materials deemed necessary for the execution of the scope is to be provided by the supplier.

3.2.21. Electrification and lighting

- Supply, installation of distribution board
- Supply, termination, and installation of plug points,
- Supply, installation, function testing of air conditioners
- Supply, installation, function testing of water boiler
- Supply and installation and function testing of lighting
- Supply of COC upon completion of electrical works.

NB!! All tools and materials deemed necessary for the execution of the scope is to be provided by the supplier.

3.2.22. Parking Bay

- Supply and installation of 4 off arc shaped, IBR sheeting, steel triple car port
- Supply and installation off 50mX 8m yard stone (13mm)

3.3 Exclusions

Employer to make provision of mobile plant such as excavators, TLB. Rollers e.t.c

3.4 DELIVERABLES

The successful service provider shall provide a works schedule for work execution daily to the site manager. The successful service provider provides service to BMS within the specified time of notice given in writing.

4.0 Management strategy and start up.**4.1. The Contractor's plan for the service**

The contractor is required to submit plan for service within 7 days after receiving a work instruction from the service manager

4.2. Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	As and When Required	Site offices or Head Office	<i>Employer and Contractor</i>
Overall contract progress and feedback	As and When Required	Site offices or Head Office	<i>Employer and Contractor</i>

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.

4.3. Invoicing and payment

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

The *Contractor* shall address the tax invoice to
Eskom Rotek Industries,
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 4330196330;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- (add other as required)

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

5. Health and safety, the environment and quality assurance

5.1. Health and safety risk management

The mobile plant service provider complies with the requirements of the OHS Act 85 of 1993 as well as the Employer's Standards and Procedures regarding 'Health and Safety at Eskom Power Stations'

Note: Requirements to be met by YP service provider "Contractor SHE Specifications.

The mobile plant service provider co-operates fully with the Employer's accident prevention procedure Document 32-95 as provided to mobile plant service provider on site by site management.

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Note: The construction yellow plant service provider adheres to any additional safety requirements of the Employer on site as specified by site management.

5.2. Quality assurance requirements

The construction yellow plant service provider conforms to the Quality Management requirements as stipulated in the User Requirement specification.

The quality requirements are as per ISO 9001 and Eskom Standard QM-58 Quality Requirements for Engineering and Construction works (Annexure A and B for the applicable section)

Diesel driven construction yellow plant is maintained at availability average of 95%, measured at weekly intervals.

Note: If the construction yellow plant cannot attain 95% availability on average per week per plant then the construction yellow plant will be replaced from site by mobile plant service provider.

Note: Availability measure (Am) = Daily YP planned operating hours subtract Daily YP actual running hours divide by Daily YP planned operating hours. Therefore Availability percentage =Am x 100

The construction yellow plant service provider submits the following items when changes occur:

- Organograms (no changes are allowed prior to the Project Manager's acceptance)
- Copy of risk management associated with maintenance and operation of construction yellow plant including all work instructions or procedures
- Any ERI BMS service provider not meeting site service requirements as stipulated on Works information will be dealt with using control of Non-Conforming output procedure document number 240-44175038 rev 3.

6. Working on the Affected Property

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

The construction yellow plant service provider applies for access permits at the security gate when access to Eskom Power Stations/Construction sites is required.

The construction yellow plant service provider's personnel are in the possession of their access permits at all times when on the Site.

The construction yellow plant service provider provides security for protection of construction yellow Plant and Materials required providing the Works

6.2. Records of Contractor's Equipment

The construction yellow plant service provider keeps records of maintenance tasks executed by the construction yellow plant service provider as specified by the original equipment manufacturers.

7. List of drawings

7.1. 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
TBC	TBC	TBC

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ('Agreement') is entered into between the Employer and the Contractor.

WHEREAS, the Employer and the Contractor (the Parties) desire to exchange certain confidential information; and consider further business dealings with each other.

WHEREAS, the parties desire to evidence their agreements governing the exchange of certain confidential information as set forth below.

Now therefore, for good and valuable consideration, including the mutual agreements hereinafter recited, the parties hereby agree as follows:

1. The parties contemplate an exchange, either orally, in writing or by inspection, of certain confidential proprietary information possessed or owned separately by them and not readily available or otherwise known to the public and which may be helpful in evaluating further business dealings. Such confidential information (the 'Subject Information') may include but not be limited to the parties' inventions, trade secrets, know-how, technical information on products and manufacturing processes, and information concerning their business assets, financial condition, operations, plans and prospects.
2. The purpose of the exchange of Subject Information is to enable the parties to evaluate the Subject information for the purpose only of considering further business dealings with each other.
3. The parties each agree that they shall maintain in secrecy in accordance with the terms of this Agreement all of the Subject Information each party receives (the 'Receiving Party') from the other party (the 'Proprietor') and shall not disclose or use other than for the purpose specified herein the Subject Information without the written consent of the Proprietor of the Subject Information. All Subject Information communicated from one party to the other shall be deemed to be proprietary and confidential to the Proprietor whether marked or identified as such or not.
4. The duty of care to safeguard Subject Information shall be the same as that which the parties each use to safeguard their own respective proprietary and confidential information.
5. The Receiving Party of Subject Information shall not be obligated to maintain Subject Information received from its Proprietor in secrecy or refrain from using it to the extent that any such information is or rightfully becomes publicly available information other than through a breach of this Agreement, or which the Receiving Party later obtains lawfully from anyone else who is not known by the Receiving Party to be obligated under any secrecy agreement with Proprietor to maintain the information in secrecy. The Receiving Party also shall not be obligated to maintain in secrecy any information it receives from the Proprietor which it can demonstrate was already in its possession when the information was disclosed to the Receiving Party by the Proprietor.
6. The Receiving Party shall promptly return to its Proprietor any Subject Information in tangible form it has received from the Proprietor immediately upon the Proprietor's request, without retaining any copies, summaries, analyses or extracts thereof. All documents, memoranda, notes and other writings prepared by the parties, or their advisors, based on the Subject

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Information of each other, shall be destroyed, and such destruction shall be certified in writing by an authorised officer supervising such destruction.

7. If a party, with the written consent of the Proprietor of Subject Information, discloses any Subject Information received from its Proprietor to any third party, it shall do so only under a secrecy agreement having a scope similar to and which is consistent with this Agreement, and the disclosing party shall be primarily responsible for any compromise of the secrecy of Subject Information by such third party
8. Each party agrees that it shall not, while and for so long as it is obligated to maintain Subject Information in secrecy, use for its own benefit, or for the benefit of others or exploit, commercialise, develop, test promote, sell, lease, market or otherwise dispose of any products or services using, incorporating or relying on Subject Information received from its Proprietor without the written consent of the Proprietor.
9. The obligations of the party receiving Subject Information pursuant to this Agreement shall be effective with respect of each item of Subject Information for a term of five (5) years from the date of submission of the Subject Information to the Receiving Party by its Proprietor, unless the Proprietor agrees otherwise in writing.
10. For purposes of this Agreement, each party shall include (to the extent applicable) the officers, directors, employees, agents, representatives, attorneys, joint ventures, partnerships, affiliates, subsidiaries, and divisions of the party, and any other entity or entities which such party controls or which controls it, and, further, shall include any transferee, successor and assign of the assets of the party.
11. This Agreement shall be construed (both as to validity and performance) and enforced in accordance with, and governed by, the laws of Republic of South Africa.
12. Neither this Agreement nor the exchange of Subject Information between the parties shall create or be relied on by either party as a basis for creating any license between the parties under any patent, or other industrial or intellectual property rights of the Proprietor of the Subject Information, or any other license between the parties in the absence of any express written license agreement between them
13. The parties agree that no contract or agreement providing for a transaction shall be deemed to exist between them unless and until a definitive agreement has been executed and delivered, the parties hereby waive, in advance, any claim (including, without limitation, breach of contract) in connection with a possible transaction with each other unless and until they shall have entered into a definitive agreement. The parties also agree that unless and until a definitive agreement between them has been executed and delivered, neither party has any legal obligation of any kind whatsoever with respect to any such transaction by virtue of this Agreement or any other written or oral expression with respect to such transaction, except, in the case of this Agreement, for the matters specifically agreed to herein. For purposes of this paragraph, the term 'definitive agreement'; does not include an executed letter of intent, memorandum of understanding.

IN WITNESS WHEREOF, and intending to be legally bound, this Agreement has been executed by the parties as of and effective from the date first written above.