



NEC3 Term Service Contract (TSC3)

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

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

for **Cleaning of AWR and Pollution Control Dams as and
when required**

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

CONTRACT No.

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[•]
[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Employer</i>	[•]
C1.2b Contract Data provided by the <i>Contractor</i>	[•]
[to be inserted from Returnable Documents at award stage]	
C1.3 Proforma Guarantees	[•]

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:

Cleaning of the AWR and Pollution Control Dams as and when required

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

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

Options A	The offered total of the Prices exclusive of VAT is	RATE BASE
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is ¹	
	(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*.

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.

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

Note:

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

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

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name &
signature
of witness

Date

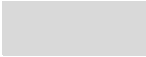


C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]

1. Please read the relevant clauses in the conditions of contract before you enter data. 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.
2. Some TSC3 options are always selected by Eskom Holdings SOC Ltd. The remaining TSC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "[●]" - data is required to be inserted relevant to the specific option selected.]

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	 dispute resolution Option	A: Priced contract with price list W1: Dispute resolution procedure X1: Price adjustment for inflation X2: Changes in the law X18: Limitation of liability X20: Key performance indicators Z: <i>Additional conditions of contract</i>
		
		
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	013 296 3658
	Fax No.	013 296 3658
10.1	The <i>Service Manager</i> is (name):	Zinhle Khoza

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

	Address	Hendrina Power Station, Engineering Building Private Bag X1003, Pullenshope, 1096
	Tel	
	Fax	
	e-mail	
11.2(2)	The Affected Property is	Hendrina Power Station: Seven Year Dam, Seepage Dam, Upper Dams, Old Lower Dams, New Lower Dams
11.2(13)	The <i>service</i> is	Cleaning of the AWR and Pollution Control Dams
11.2(14)	The following matters will be included in the Risk Register	Refer to the Employer's baseline risk assessment
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	3 working days
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	3 working days of the Contract Start Date
3	Time	
30.1	The <i>starting date</i> is	TBC
30.1	The <i>service period</i> is	36 months
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	7 days after completion of each activity as per the task order
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	4 weeks.
51.4	The <i>interest rate</i> is	zero percent above 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
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1.Pipe burst 2.Avaliability of the road infrastructure 3.Unfavourable weather conditions
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:	
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	[•]
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	As prescribed by the Compensation 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:	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)..	
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.	
10	Data for main Option clause		
A	Priced contract with price list		
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	[•] weeks.	
53.1	The <i>Contractor's</i> share percentages and the share ranges are	share range	<i>Contractor's share %-age</i>
		less than [•] %	[•]%
		from [•]% to [•]%	[•]%
		from [•]% to [•]%	[•]%
		greater than [•]%	[•]%
53.3	The <i>Contractor's</i> share is assessed on (dates)	[•]	
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		
	- if the Parties cannot agree a choice or		
	- if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.	

12	Data for secondary Option clauses																										
X1	Price adjustment for inflation																										
X1.1	The <i>base date</i> for indices is The proportions used to calculate the Price Adjustment Factor are:	One month before tender closing date <table><tr><td>proportion</td><td>linked to index for</td><td>Index prepared by</td></tr><tr><td>0.</td><td>[•]</td><td>[•]</td></tr><tr><td>0.</td><td>[•]</td><td>[•]</td></tr><tr><td>0.</td><td>[•]</td><td>[•]</td></tr><tr><td>0.</td><td>[•]</td><td>[•]</td></tr><tr><td>0.</td><td>[•]</td><td>[•]</td></tr><tr><td>15</td><td colspan="2">non-adjustable</td></tr><tr><td>100</td><td colspan="2"></td></tr></table>		proportion	linked to index for	Index prepared by	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	15	non-adjustable		100		
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15	non-adjustable																										
100																											
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.																									
X18	Limitation of liability																										
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	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 andthe 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 Contractor 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), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	[•] months after the end of the <i>service period</i>.
X20	Key Performance Indicators (not used when Option X12 applies)	C3.1: Section 10 apply (
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*.

- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Ethics

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

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

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

Z5 Confidentiality

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

Z5.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z6 Waiver and estoppel: Add to core clause 12.3:

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

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

- Z7.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
 - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
 - undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Z7.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z8 Provision of a Tax Invoice and interest. Add to core clause 51

- Z8.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z8.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z8.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z9 Notifying compensation events

Z9.1 Delete the last paragraph of core clause 61.3 and replace with:

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

Z10 *Employer's limitation of liability*

- Z10.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z10.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

Z11 **Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":**

- Z11.1 or had a business rescue order granted against it.

Z12 **Supplier Development and Localisation**

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)

Annexure B: The *Employer's* Panel of Adjudicators

The following persons listed in alphabetical order of their surname have indicated their willingness to be included in the Eskom Panel of Adjudicators. Their CV's may be obtained by using the contact details provided.

Name	Location	Contact details (phone & e mail)
Nigel ANDREWS	Gauteng	+27 11 836-6760 nigela@quoin.net
Andrew BAIRD	Gauteng	+27 11 803 3008 andrewbaird@ecsconsult.co.za
Christopher BINNINGTON	Gauteng	+27 11 888-6141 cdb@bca.co.za
Peter HIGGINS	UK	+44 1293 873 868 peterhiggins@pdconsult.co.uk
Bruce LEECH	Gauteng	+27 11 290 4000 leech@counsel.co.za
Nigel NILEN	Gauteng	+27 11 465 3601; nilences@global.co.za
Peter THURLOW	Gauteng	+27 11 787 6226 info@thurlowassoc.com

Information about the Panel and appointment of the selected *Adjudicator* is available from Eskom Supply Chain Operations management, by contacting Leighton Itholeng (Tel.: +27 (0)11 800 4031) (Fax :+27 (0)86 668 0419) E-mail: Leighton.Itholeng@eskom.co.za

C1.2 Contract Data

Part two - Data provided by the *Contractor*

[Instructions to the contract compiler: (delete this notes before issue to tenderers with an enquiry)

Whenever a cell is shaded in the left hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

Notes to a tendering contractor:

1. Please read both the both the NEC3 Term Service Contract (June 2005) 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	As agreed upon by site (Hendrina Ps)
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	The Service Information and in each Task Order as applicable
21.1	The plan identified in the Contract Data is contained in:	As stated in each Task Order
24.1	The key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name:	

³ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009

Job

Responsibilities:

Qualifications:

Experience:

CV's (and further key person's data including
CVs) are in .

A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	Part 2 pricing data
11.2(19)	The tendered total of the Prices is	R

Note: It is the *Contractor* who prepares the Activity Schedule as part of his tender by breaking down the work described within the Works Information into suitable activities which can be well defined. Pricing is broken down as per the activities required to clean each dam.

1. Seven Year Dam

Item nr	Description	Unit	Expected Quantity	Rate	Price
1	Site establishment	no	1		
2	Desilt	m ³	9294		
3	Disposal of ash	m ³	9294		
4	Site de-establishment	no	1		

The Sub-total of the Prices

.....
Tenderer

.....
Designation

.....
Name

.....
Signature

.....
Date

2. Seepage Dam

Item nr	Description	Unit	Expected Quantity	Rate	Price
1	Site establishment	no	1		
2	Desilt	m ³	4010		
3	Disposal of ash	m ³	4010		
4	Site de-establishment	no	1		

The total of the Prices

.....
Tenderer

.....
Designation

.....
Name

.....
Signature

.....
Date

3. New Lower Dam Small Pond

Item nr	Description	Unit	Expected Quantity	Rate	Price
1	Site establishment	no	1		
2	Desilt	m ³	12800		
3	Disposal of ash	m ³	12800		
4	Site de-establishment	no	1		

The Sub-total of the Prices

.....
Tenderer

.....
Designation

.....
Name

.....
Signature

.....
Date

4. New Lower Dam Large Pond

Item nr	Description	Unit	Expected Quantity	Rate	Price
1	Site establishment	no	1		
2	Desilt	m ³	18200		
3	Disposal of ash	m ³	18200		
4	Site de-establishment	no	1		

The total of the Prices

.....
Tenderer

.....
Designation

.....
Name

.....
Signature

.....
Date

5. Old Lower Dams

Item nr	Description	Unit	Expected Quantity	Rate	Price
1	Site establishment	no	1		
2	Desilt	m ³	2610		
3	Disposal of ash	m ³	2610		
4	Site de-establishment	no	1		

The Sub-total of the Prices

.....
Tenderer

.....
Designation

.....
Name

.....
Signature

.....
Date

6. Upper Dam North

Item nr	Description	Unit	Expected Quantity	Rate	Price
1	Site establishment	no	1		
2	Desilt	m ³	6300		
3	Disposal of ash	m ³	6300		
4	Site de-establishment	no	1		

The Sub-total of the Prices

.....
Tenderer

.....
Designation

.....
Name

.....
Signature

.....
Date

7. Upper Dam Centre

Item nr	Description	Unit	Expected Quantity	Rate	Price
1	Site establishment	no	1		
2	Desilt	m ³	5400		
3	Disposal of ash	m ³	5400		
4	Site de-establishment	no	1		

The Sub-total of the Prices

.....
Tenderer

.....
Designation

.....
Name

.....
Signature

.....
Date

8. Upper Dam South

Item nr	Description	Unit	Expected Quantity	Rate	Price
1	Site establishment	no	1		
2	Desilt	m ³	6300		
3	Disposal of ash	m ³	6300		
4	Site de-establishment	no	1		

The Sub-total of the Prices

.....
Tenderer

.....
Designation

.....
Name

.....
Signature

.....
Date

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1 Description of the service

Cleaning of the following Slurry Dams at Hendrina Power Station

1.1 Executive overview

The storage capacity of the Slurry Dams (Pollution Control Dams) is compromised by sludge accumulation, which prohibits the dams to operate at a level that promotes its function, particularly during the rainy season.

Pollution Control Dam	Dam Volume (m ³)	Estimate Sludge Accumulation (%)	Estimate Volume of sludge to be removed (m ³)
1. Seven Year Dam	18 588	50	9 294
2. Seepage Dam	8910	45	4 010
3. New Lower Dam: Small Pond	32 000	40	12 800
4. New Lower Dam: Large Pond	45 500	40	18 200
5. Old Lower Dams	8 700	30	2 610
6. Upper Dam North	21000	30	6 300
7. Upper Dam Centre	18000	30	5400
8. Upper Dam South	21000	30	6300

Table 1: AWR and Pollution Control Dams, Hendrina Power Station

1.1.1 Seven Year Dam

The Seven Year Dam is an unlined earth dam which collects run-off water from the eastern side of the power station and from the coal stockpile. The Seven Year dam has a maximum storage capacity of 18 588 m³ and a maximum dam wall height of 3.6 m, with a concrete lined spillway section measuring approximately 2 m long by 300 mm high.

Runoff from the ash spillages is conveyed from the ash booster pump house to the Seven Year Dam by an earth channel which connects to a concrete pre-settling channel. Run-off from the coal stockpile is conveyed to the Seven Year Dam via concrete settling weir which connects to a concrete pipeline.

Capacity of the Seven Year Dam is compromised by wet ash slurry content, which is estimated to be 50% of the respective storage capacity.

The objective is to de-silt the Seven Year Dam using Online Cleaning mechanism in order to restore its capacity and ensure that the Seven Year dam is not susceptible to overflow during the rainy season.

1.1.2 Seepage Dam

The Seepage Dam is an unlined earth dam which receives subsurface drainage water from Ash Dam 1. From the Seepage Dam, water is transferred to the Old Lower Dams by gravity flow. Seepage dam has a maximum storage capacity of 8910 m³.

Capacity of the Seepage Dam is compromised by wet ash slurry content, which is estimated to be 45% of the storage capacity of the Seepage Dam.

The objective is to de-silt the Seepage Dam using Online Cleaning mechanism in order to restore its capacity and ensure that the Seepage Dam is not susceptible to overflow during the rainy season.

1.1.3 New Lower Dams

The New Lower Dams consists of two small unlined earth ponds. The smaller pond has a wall height 1.45 m and a maximum storage capacity of 32 000 m³, while the larger pond has a wall height of 2 m and a maximum storage capacity of 45 500 m³.

Capacity of the New Lower Dams is compromised by wet ash slurry content, which is estimated to be 40% of the respective storage capacity.

The objective is to de-silt the New Lower Dams using Offline Cleaning mechanism in order to restore its capacity and ensure that the New Lower Dams are not susceptible to overflow during the rainy season.

1.1.4 Old Lower Dams

The Old Lower Dams consists of two unlined earth ponds with a combined total storage capacity of 8 700 m³. The smaller pond has a maximum wall height of 1.13 m while the larger pond is approximately 1.77 m high. The Old Lower Dams receives inflow from the Ash dam through concrete inlet pipes.

Capacity of the Old Lower Dams is compromised by wet ash slurry content, which is estimated to be 30% of the storage capacity.

The objective is to de-silt the Old Lower Dams using Offline Cleaning method in order to restore its capacity and ensure that the Old Lower Dams are not susceptible to overflow during the rainy season.

1.1.5 Upper Dams

The Upper Dams consists of three unlined earth ponds with a combined total storage capacity of 53 375 m³

Capacity of the Upper Dams is compromised by wet ash slurry content, which is estimated to be 30% of the storage capacity.

The objective is to de-silt the Upper Dams, one pond at a time, using Offline Cleaning mechanism in order to restore its capacity and ensure that the Upper Dams are not susceptible to overflow during the rainy season.

1.2 Interpretation and terminology

1.2.1 Definitions

Definition	Description
De-silt	Mechanism to clean a dam by removing suspended or settling solids.
Flushing test	The use of water to clean a pipeline by removing dirt, debris or loose foreign materials
Offline Cleaning	Mechanism to de-silt the dam, based on the isolations provided by the <i>Employer</i> .
Online Cleaning	Mechanism to de-silt a dam while it is live in operation, with no isolations being provided.

Occupational Health and Safety	Measures adhering compliance with Occupational Health and Safety Act (Act 85 of 1993) and its regulations and with the Employers Health and Safety Specification
Environmental Management	Measures adhering compliance with Environmental Management Plan
KPI	Measurement of the project deliverables
Rehabilitate	Restoring a site back to its original state after completing applicable construction and/or maintenance task, and decommissioning activities.
Shift	Daily period of conducting the de-silting works)
Slurry Dams	Pollution Control Dams at Hendrina Power Station. These consist of the Seven Year dam, Seepage Dam, New Lower Dams, Old Lower Dams, and Upper Dams.
Surface preparation	Application of providing site readiness to conduct the required works.

1.2.2 Abbreviations & acronyms

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
KPI	Key Performance Index
N/A	Not Applicable
QIP	Quality Inspection Plan
QCP	Quality Control Plan
SHERQ	Safety, Health, Environmental, Risk and Quality

1.3 Employer's requirements for the service

Before the works commences, *Contractor* submits detailed methodology and applicable machinery or equipment specifying how to execute the required works. *Service Manager* approves the detailed methodology. Detailed methodology specifies the following:

- Applicable surface preparation
- De-Silting mechanism, as per the site conditions and project constraints provided by the *Employer*
- Mechanism to dispose the sludge to Ash Dam 3
- Production rate broken down according to the use of equipment and effective rate at which the Slurry Dams are desilted, and sludge is disposed to Ash Dam 3.

1.3.1 De-silting the Slurry Dams

1.3.1.1 Seven Year Dam

- *Contractor* provides surface preparation to de-silt the Seven Year Dam.
- *Employer* provides no isolations for the whole duration of conducting the de-silting works. *Contractor* de-silts the Seven Year Dam using Online Cleaning mechanism.
- *Contractor* disposes the sludge to Ash Dam 3. Maximum hauling distance from the Seven Year Dam to Ash Dam 3 is 4.5km.
- *Contractor* cleans and rehabilitates the site after completion of conducting the required works.

1.3.1.2 Seepage Dam

- Contractor provides surface preparation to de-silt the Seepage Dam.
- *Employer* provides no isolations for the whole duration of conducting the de-silting works. *Contractor* de-silts the Seepage Dam using Online Cleaning mechanism.
- *Contractor* disposes the sludge to Ash Dam 3. Maximum pumping distance from the Seepage Dam to Ash Dam 3 is 2 km and the respective maximum haul distance is 1.5 km.
- *Contractor* cleans and rehabilitates the site after completion of conducting the required works.

1.3.1.3 New Lower Dams

- *Contractor* provides surface preparation to de-silt the New Lower Dams.
- *Employer* provides isolations for the whole duration of conducting the de-silting works. Inflow is restricted and water level is reduced to 30% by pumping the water to the old lower dams *Employer* provides 400mm HDPE pipeline for the *Contractor* to further reduce the water level to 0%, by pumping the water to Ash Dam 5. Maximum pumping distance from the New Lower Dams to Ash Dam 5 is 1.5 km.
- *Contractor* de-silts the New Lower Dams using Offline Cleaning mechanism.
- *Contractor* disposes the sludge to Ash Dam 3. Maximum pumping distance from the New Lower Dams to Ash Dam 3 is 2.5 km and the respective maximum haul distance is 1.5 km.
- *Contractor* flushes the 400mm HDPE pipeline after each shift.
- *Contractor* cleans and rehabilitates the site after completion of conducting the required works.

1.3.1.4 Old Lower Dams

- *Contractor* provides surface preparation to de-silt the Old Lower Dams.
- *Employer* provides isolations in the mornings from 8:00am till 4:00pm. Inflow is restricted and water level is reduced to 30% by pumping the water to the Upper Dams. *Employer* provides 300mm steel pipeline for the *Contractor* to further reduce the water level to 0%, by pumping the water to Ash Dam 2. Maximum pumping distance from the Old Lower Dams to Ash Dam 2 is 1.5km
- *Contractor* de-silts the Old Lower Dams using Offline Cleaning mechanism.
- *Contractor* dispose the sludge to Ash Dam 3. Maximum pumping distance from the Old Lower Dams to Ash Dam 3 is 2.5 km and the respective maximum haul distance is 1.8 km.
- *Contractor* flushes the 300mm steel pipeline after each shift.
- *Contractor* cleans and rehabilitates the site after completion of conducting the required works.

1.3.1.5 Upper Dams

- *Contractor* provides surface preparation to de-silt the Upper Dams.
- *Employer* provides isolations for the whole duration of conducting the works to de-silt one pond at a time. Inflow is restricted and the water level is reduced to 40% by pumping the water back to the station. *Employer* provides 300mm steel pipeline for the *Contractor* to further reduce the water level to 0%, by pumping the water to Ash Dam 2. Maximum pumping distance from the Upper Dams to Ash Dam 2 is 1.5 km
- *Contractor* de-silts the Upper Dams using Offline Cleaning mechanism.
- *Contractor* disposes the sludge to Ash Dam 3. Maximum pumping distance from the Upper Dams to Ash Dam 3 is 2.5 km and the respective maximum haul distance is 6.5 km.
- *Contractor* flushes the 300mm steel pipeline after each shift
- *Contractor* cleans and rehabilitates the site after completion of conducting the de-silting works.

1.4 Project Constraints

- The required works are executed while the Seepage Dam is in operation. Isolations are not provided. *Contractor* provides all labour, machinery and equipment to conduct the required works. Execution of the works is compatible with the site conditions and project constraints.

- The required works for the New Lower Dams, Old Lower Dams, and Upper Dams are executed as per the isolations provided by the *Employer*. *Contractor* provides all labour, machinery and equipment to conduct the required works. Execution of the works is compatible with the site conditions and project constraints.
- As per the isolations stipulated in section 1.3.1, *Employer* only issues the *Contractor* with a 400mm HDPE pipeline and a 300mm steel pipeline. *Employer* to issue scaffolding upon request by the *Contractor*. Arrangements are made accordingly with the *Service Manager*.
- Sludge is disposed at Ash Dam 3.
- Execution of work demonstrates to align to meet safety, environmental and quality requirements.
- *Service Manager* approves Risk Assessment and QIP prior every activity of the task order.

1.5 Constraints on how the *Contractor* Provides the Service

- *Contractor* complies with specified time and date given when task order is issued as per Eskom requirements.
- Plant Safety regulations, and risk assessment are applied before the work commences.
- Working with different contractors
- All labours are visible during the execution of the works.
- *Contractor* takes over the site where the works are executed at the beginning of the contract period, and the full risk and cost of dealing with all the unforeseen circumstances.
- *Contractor* is responsible for the full adequate protection of the works against damage due to any cause that may arise during the execution of the works.
- *Contractor* provides all labour, and machinery/equipment to conduct the works. This is compatible with the site conditions and constraints of the project.
- *Contractor* provides their own resources to secure security of machinery /equipment stored on site, and utilized to conduct the required works. *Employer* is not liable to account for any costs related to damages or thief of *Contractor's* machinery and equipment.
- Risk Assessments and QIPs are submitted for approval to the *Service Manager*, prior every activity of the task order.

2 Health and safety, the environment and quality assurance

2.1 Health and Safety Risk Management

- *Contractor* provides qualified Safety Officer to be on site for the duration of the project.
- *Contractor* provides a risk management plan identifying measures used to preserve safety.
- *Contractor* provides a detailed risk assessment identifying all safety hazards and mitigation measures. Reference to be made to the *Employer's* Risk Assessment for all risks related to the required works. *Contractor* is responsible to ensure that all risks associated with executing the required works are identified, recorded and managed.
- Before commencing the required works, *Contractor* ensures all his/her personnel attend the *Employer's* Health and Safety Induction Course. The induction grants permission to access the site. Permission is valid for one year from the date of induction. Induction courses are given on Mondays, Wednesdays and Fridays at 09:00.
- *Contractor* conducts Toolbox Talk and inspects all PPE before the required works commences, and retains written proof of such actions.
- *Contractor* performs daily activity safety risk assessment in line with a daily site register. Upon request by the *Employer*, this is to be provided to the *Service Manager*.
- *Contractor* submits a risk management plan and risk assessment that is compatible with the site conditions and project constraints.

Contractor ensures compliance with the health and safety regulations prescribed by law of any statutory authority. In particular, *Contractor* complies with the Occupational Health and Safety Act (No 85. of 1993, as amended), and all regulations and operating procedures made thereafter.

Furthermore, *Contractor* complies with the health and safety requirements prescribed as follows:

- *Contractor* complies with all requirements contained in the Hendrina Power Station Safety, Health and Environmental Specifications for Principal Contractors (HSPHO/058).
- *Contractor* provides a First Aid service to his/her employees. In the case where these prove to be inadequate, like in the event of serious injury, the *Employer's Medical* centre and facilities will be available.
- Outside the *Employer's* office hours, *Employer's* First Aid services are only available for serious injuries and life threatening situations.
- *Employer* recovers the cost incurred, in the use of the above *Employer's* facilities from the *Contractor*.
- *Contractor* ensures that no personnel are transported on any open vehicles. Personnel may only travel in a vehicle with SABS seating and safety belts.

2.2 Environmental Constraints and Management

- *Contractor* provides strategy identifying measures how methodology to execute the required works will not contravene environmental compliance.
- The required works are executed within the site boundaries and isolations provided by the *Employer*. The usage of machinery/equipment ensures that there are no spillages of sludge or polluted water during the execution of the works, thus eliminating the potential of any environmental contravention. *Contractor* is responsible for the expenditure for all cleanup and relevant activities that may be required to correct the effects of any spillages or environmental contravening factors induced by the execution of the required works
- Sludge is disposed at Ash dam 3. Non-hazardous waste and rubble induced from executing the works is disposed at the landfill site.
- Environmental requirements, submitted by the *Contractor*, are compatible with the site conditions and constraints of the project.

Contractor ensures that all machinery/equipment used during execution of the works conform to all applicable environmental legislation. In particular, the *Contractor* to comply with the:

- Environmental Management System (ISO 14001:2004)
- Hendrina Power Station Environmental policy (HSPPPIN005)
- Hendrina Power Station Environmental Emergency Preparedness Procedure (HSPPIN032)
- Hendrina Power Station Waste Management Procedure (HSPPIN003)
- EMS Non-Conformance ,Corrective and Preventative Action (HSPPIN034)

2.3 Quality Assurance Requirements

Contractor conforms to the following Quality Management systems:

- Quality requirements as per ISO 9001:2015
- QM 58, and Hendrina Power Station HSSPPA 006 "Quality requirements for quality related items"
- *Contractor* provides a detailed Quality Control Plan for acceptance within 3 working days of the Contract Date identifying how use of labour, machinery and equipment suffice to successfully execute the required services according to the methodology provided by the *Contractor*. In addition, quality control plan details strategy identifying how the methodology will meet the production rate at which the required works will be executed within the specified project duration. Production rate is broken down according to the rate at which the Seepage Dam will be desilted, and sludge will be disposed to the Ash Dam 1. Quality control plan is approved by the *Service Manager*.
- Quality control plan is compatible to the site conditions and project constraints. This aligns with the *Employer's* Quality criteria and adheres to the Employer's Safety, Health, and Environmental requirements.
- *Contractor* compiles QIP according to Hendrina Power Station's standard QIP format (reference no. HSPPA/014). QIP stipulates hold points; witness points and verification points approved and documented before the works commence.

2.4 Programming constraints

- *Contractor* provides a hardcopy and an electronic copy of a pdf Gantt chart programme, identifying how the execution of the works is achieved within the specified project duration.

- Programme summarizes the major work activities, estimated durations, and relationships to the other activities of the project. This includes demonstrating how quickly labour, machinery and equipment to execute the required works will arrive and be secured on site. Programme is approved by the *Service Manager* before the required works commences.
- Programme, submitted by the *Contractor*, is compatible with the site conditions and constraints of the project.

2.4.1 Submission of revised programmes and progress reporting

- On a weekly basis, *Contractor* submits an electronic copy of the revised pdf Gantt chart programme and schedule monthly progress report to the *Service Manager* for acceptance. All formally issued reports follow the progress reporting requirements as stated below.

2.4.1.1 Daily Site register/dairies

- *Contractor* develops a daily site register/diary detailing the works to be carried out on daily basis and to be in line with the accepted programme.
- Daily site register/diary is signed by both the *Contractor* and the *Service Manager*
- *Contractor* ensures that all his/her employees are accounted for in the daily site register/diary with their signatures

2.4.1.2 Weekly progress report

The contents of the report may vary from month to month depending on the phase of the project and/or the items of management focus. The basic framework of the report consists of the following:

- Narrative in an executive summary format identifying major movement within the reporting period.
- Programme summary narrative
- Progress and performance summaries
- Sectional completion and Key Milestone status
- Key issues/items of concern and corrective actions
- Cost and cash flow
- Early warning log
- Compensation event log

2.5 Contractor's management, supervision and key people

Contractor submits an organogram to the *Service Manager* with key personnel. *Contractor* appoints qualified and competent Site manager, supervisor, operators, and safety officer. Resource allocation abides to their respective function. These resources are present for the duration of the works. Daily site register are signed with all the resources specified.

Contractor provides the key people required to successfully provide the works. The allocation of the key people is clearly reflected on the activity programme, with the required activities to execute and duration stipulated. During the execution of the works, registers or time sheets of the *Contractor's* employees is kept for contract records.

Management as indicated on the *Contractor's* organogram avail themselves immediately when required to resolve matters that may impact on the accomplishment of the works.

Reference is to be made to the technical evaluation criteria for further requirements documenting the control measures to mitigate technical risks.

3 Management strategy and start up

3.1 The *Contractor's* plan for the service

3.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall contract progress and feedback	To be conducted weekly on a day and time agreed upon by Parties.	To be confirmed by the <i>Service Manager</i>	<i>Contractor, Service Manager, System Engineer, and Others</i>
Early Warning (Risk reduction) meeting	As and when required	To be confirmed by the <i>Service Manager</i>	<i>Contractor, Service Manager, System Engineer, and Others</i>
Kick-off meeting	Third working day after official contract is placed.	To be confirmed by the <i>Service Manager</i>	<i>Contractor, Service Manager, System Engineer, and Others</i>
Interfacing meetings	As and when required	To be confirmed by the <i>Service Manager</i>	<i>Contractor, Service Manager, System Engineer, and Others</i>
Risk register and compensation events	As and when required	To be confirmed by the <i>Service Manager</i>	<i>Contractor, Service Manager, System Engineer, and Others</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.

3.3 Documentation control

- All contractual communications will be in pdf format or forms attached to emails and not as a message in the email itself. Letters are typed and signed by the *Contractor*, and delivered either in hardcopy or e-mailed to the *Service Manager*.
- The routing of all written communications to be between the *Service Manager* and the *Contractor* only. Any agreements between the *Contractor* and any other person representing the *Employer* which has not been routed via the *Service Manager* to be unacceptable and invalid.
- Any instructions written or verbal resulting in any changes to the duration, quality, and cost of the project to only be received from the *Service Manager*.
- All reports are compiled in Word format, in English, and submitted electronically as pdf to *Service Manager*. Hardcopy reports (which are deemed originals) are counter signed by the *Contractor's* line of authority for authenticity and quality verification after finalisation for purposes of record keeping.
- Copies of all documents relating to the works are retained by the *Contractor* in hardcopy format as well as electronic format (pdf format for signed documents) for 5 years.

3.4 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* payment certificate.

The *Contractor* shall address the tax invoice to
Eskom Holdings SOC Ltd
Hendrina Power Station
Accounts Payable
P/Bag X1003
Pullenshope
1096

and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- (add other as required)

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

Contractor uses the assessed amount when completing the tax invoice and the invoice is forwarded to Management Accounting Payables. Invoices not submitted by hand must have COPY TAX INVOICE heading.

3.5 Contract change management

Contractor provides daily site register/diaries of planned working versus work completed to the *Service Manager*. Following information is stipulated on the daily site diary:

- Task based risk assessments and Toolbox Talks
- Signed time sheets
- Weather conditions
- Site conditions
- Locations where work was being undertaken together with resources being utilised
- Any delays noted (for whatever reason), any notification by people employed by the *Contractor* regarding difficulties encountered
- Complaints by third parties
- Any work done by Others at the site

No standing time claims will be accepted without relevant proof of presence and activity in the form of these records and the early warning process to be followed

Contractor provides proof of expenses to the *Employer* in the form of a hardcopy as well as a soft copy.

3.5.1 Use of standard forms

- Event register
- Risk register
- Daily site register/diaries
- Task order forms before work commences
- SHEQ forms
- Assessment forms on completion of each task order
- Early warning forms when either party warns the other about unforeseen situation/s
- Compensation event notification form as and when the need arises

3.6 Records of Defined Cost to be kept by the Contractor

Contractor keeps all records of costs incurred during the works and makes it available to the *Service Manager* upon request.

3.7 Insurance provided by the Employer

First read TSC3 Core Clause 86.1 and then add anything necessary for the management of insurance related issues such as a cross reference to where procedures for making claims can be found. Also provide contact details for persons capable of being able to answer any insurance related queries the *Contractor* may have, as well as to whom the information required by Marine Insurance (if any) may be addressed.

3.8 Training workshops and technology transfer

N/A

3.9 Design and supply of Equipment

- As per the isolations stipulated in section 1.3.1, *Employer* only issues the *Contractor* with a 400mm HDPE pipeline and a 300mm steel pipeline. *Employer* to issue scaffolding upon request by the *Contractor*. Arrangements are made accordingly with the *Service Manager*
- *Contractor* provides all labour, and other machinery/equipment to conduct the works. This is compatible with the site conditions and constraints of the project.
- *Contractor* provides their own resources to secure security of machinery /equipment stored on site, and utilized to conduct the required works. *Employer* is not liable to account for any costs related to damages or theft of *Contractor's* machinery and equipment.

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

3.10.1 Equipment

N/A

3.10.2 Information and other things

Take-over is after:

- Completion of cleaning a dam as per the specific scope requirements and duration through QIP sign off, and
- Final approval of reports associated with the dam cleaning activities.

3.11 Management of work done by Task Order

N/A

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

No constraints on procurement procedures are foreseen

4.1.2 BBBEE and preferencing scheme

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

4.1.3 SUPPLIER DEVELOPMENT AND LOCALIZATION (SD & L)

The objective criteria for cleaning of the AWR and pollution control Dams are to advance participation of businesses that are BBBEE compliant around South Africa.

SGB Industrial Cleaning is a Black Owned with a BBBEE of Level 1.

Enterprise Development

They have on the table (matrix) below proposed percentage to spend on **Enterprise Development** to Black Owned (BO)/Black Women Owned (BWO) or Black Youth Owned (BYO) contractor that they will gain experience and developed on cleaning of the AWR and pollution control Dams for the period of the contract.

This will form part of the contractual obligation with the successful contractor.

Criteria	Target	Proposed
Enterprise Development to BWO/BYO	20.00%	20%
Total Score		

Skills Development

Eskom intends to improve Skills Development by ensuring that technical support is directed towards enhancing supply capacity and capability within the industry or sector of operation. By doing this the capacity and competitiveness of the local supply base will be increased and the goals of shared growth, employment creation, poverty reduction and skills development will be achieved

Tenderers are encouraged to propose Skills Development initiatives in terms of the Skills required for this project as indicated in the table (matrix) below.

This will form part of the contractual obligation with the successful contractor

Type of Skills	Target	Proposal
Machine Operation	3	4
Safety Officer	1	2
Total Skills Offered	4	6

Job Creation

Suppliers should mention the number of jobs created and retained as a direct result of the contract. These proposals shall be made in the SD&L Compliance Matrix as shown below. Suppliers are **required** to source local to site labour on semi-skilled and unskilled labour to increase job creation around Hendrina Power Station.

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

4.2 Subcontracting

4.2.1 Preferred subcontractors

Contractor submits the proposed condition of contract for each subcontract to the *Service Manager* for acceptance as per the NEC contract.

4.2.2 Subcontract documentation, and assessment of subcontract tenders

The use of NEC document is compulsory. Specified constraints on how the *Contractor* prepares subcontract documentation and how subcontract tenders are to be issued, received, assessed (using joint report) and awarded.

4.2.3 Limitations on subcontracting

Contractor obtains approval from the *Service Manager*. *Employer* permits *Contractor* to subcontract other works, but not more than a specialised proportion of the whole contract. *Contractor* provides the majority of the works being 80% from own resources and all the necessary documentation for the works carried out by subcontracting is submitted to the *Service Manager* for approval.

4.2.4 Attendance on subcontractors

The main *Contractor* is responsible for the management of the duties and performance of the *Subcontractor*.

4.3 Plant and Materials

4.3.1 Specifications

- As per the isolations stipulated in section 1.3.1.3 to 1.3.1.4, *Employer* only issues the *Contractor* with a 400mm HDPE pipeline and a 300mm steel pipeline. *Employer* to issue scaffolding upon request by the *Contractor*. Arrangements are made accordingly with the *Service Manager*
- *Contractor* provides all labour, and other machinery/equipment to conduct the works. This is compatible with the site conditions and constraints of the project.
Contractor provides their own resources to secure security of machinery /equipment stored on site, and utilized to conduct the required works. *Employer* is not liable to account for any costs related to damages or theft of *Contractor's* machinery and equipment

4.3.2 Correction of defects

- *Contractor* takes over the site where the works are executed at the beginning of the contract period, and the full risk and cost of dealing with all the unforeseen circumstances.
- *Contractor* is responsible for the full adequate protection of the works against damage due to any cause that may arise during the execution of the works
- *Contractor* submits a programme showing the defects correction period within 5 days of receiving the notification from the Services Manager

The *Contractor* corrects notified Defects within a time which minimises the adverse effect on the *Employer* or Others. If the *Contractor* does not correct a Defect within the time required by this contract, the *Service Manager* assesses the cost to the *Employer* of having the Defect corrected by other people and the *Contractor* pays this amount.

4.3.3 Contractor's procurement of Plant and Materials

Contractor procures transports, offloads and stores all plant and material to provide the required works.

4.3.4 Tests and inspections before delivery

- *Contractor* does not bring to the Working Area those Plant and Materials which are to be tested or inspected before delivery.
- *Contractor* retains calibration certificates, throughout the duration of the project, certifying the use of his/her machinery to conduct the required works. Upon request, this is made accessible to the *Service Manager*.

4.3.5 Plant & Materials provided "free issue" by the Employer

As per the isolations stipulated in section 1.3.1, *Employer* only issues the *Contractor* with a 400mm HDPE pipeline and a 300mm steel pipeline. *Employer* to issue scaffolding upon request by the *Contractor*. Arrangements are made accordingly with the *Service Manager*

5 Working on the Affected Property

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

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

Hendrina Power Station is located within the Middleburg Magisterial District, approximately 35 km south-east of the town Middleburg and on the south-western border of the town Pullenshope. The power station is located south of the Optimum Colliery, which is the main supply of coal for the power station.

- Hendrina Road (N11) taking the Pullenshope turn off and continue about 8km, then there is a sign Hendrina Power Station and turn left to the security gate.

Compulsory induction is required before gaining access to *Employer's* site. Adherence to 'Life Saving rules' of *Employer's* and other requirements re explained during the induction and in addition these rules are also indicated on signage within the perimeter of the Station. The rules and regulations for site access and security measures are contained in HSPHO020 'Access Control-Protective Services'. The *Contractor* adheres to this procedure at all times.

Failure to adhere to any of the access, security or "Life Saving" rules at any times will result in the suspension of the permit for the relevant person and may also lead to criminal prosecution for the violation of safety rules and regulations.

5.3 People restrictions, hours of work, conduct and records

Working hours at Employer are 07:15-16:15 on Mondays to Thursdays and 07:15-12:00pm on Fridays. Collection and delivery of any plant or equipment would be within working hours.

It's very important that the Contractor keeps records of his people onsite, including those of the Subcontractors which the Service Manager have access to any time. These records may be needed when assessing compensation events.

5.4 Restrictions to access on Site, Hidden and other services within the *site*

5.4.1 Seven Year Dam

The Seven Year Dam is located opposite the coal plant, just across the railway. Road accessing to the dam is utilised by trucks conveying coal to the coal plant, as well as vehicles conducting routine maintenance on the Seven Year Dam and surrounding vicinities.

5.4.2 Seepage Dam

- Access gravel road
- Ash Dams
- Three inlet concrete pipelines discharging water into the Seepage Dam
- Old Lower Dam
- One outlet concrete pipeline conveying water from the new lower dam to the Old Lower Dam

5.4.3 New Lower Dams

The New Lower Dams are located inside the ash dam complex and the dams can be accessed by gravel road. Other infrastructure within the vicinity of the New Lower Dams includes:

- Ash dams
- Switchgear room
- Pump house

5.4.4 Old Lower Dams

The Old Lower Dams are located inside the ash dam complex and the dams can be accessed by gravel road. Other infrastructure within the vicinity of the Old Lower Dams includes:

- Ash dams
- Switchgear room
- Pump house
- Seepage dam

5.4.5 Upper Dams

The Upper Dams are located outside the ash dam complex and the dams can be accessed by gravel road. Other infrastructure within the vicinity of the Upper Dams includes

- Ash dams
- Switchgear room
- Pump house

5.5 Title to materials from demolition and excavation

Employer has the title deeds to the sludge and non-hazardous waste accumulated from conducting the works. Waste material and/or consumable items to be disposed as per section 1 stipulated on the *Employer's* Works Information.

5.6 Temperature

Altitude (Elevation above sea level)	1636 m
Mean Annual Barometer Pressure	84 kPa
Maximum ambient temperature	38° C
Minimum ambient temperature	-2° C
Maximum relative humidity	79%
Minimum relative humidity	10%
During the hottest season it is expected that the indoor ambient temperature may reach 42° C at ground level.	

5.7 Health and safety facilities on the Affected Property

The Medical Centre is used by all people on site for injuries and first aid related issues, however cost to perform Medical services is covered by the *Contractor*. The fire department is also available for fire and other related emergencies. Their respective contact details to be provided during induction. However, the *Contractor* must have his own medical facilities available and appointed safety supervisor.

5.8 Environmental controls, fauna & flora

The dam cleaning activities are executed to align with the *Employer's* Environmental management Policy objectives.

5.9 Cooperating with and obtaining acceptance of Others

Contractor co-operates with others in obtaining and providing information which they need in connection with the works. *Contractor* also co-operates with others and shares the Working Areas with them. *Contractor's* communication to Others is routed via the *Service Manager*.

5.10 Records of Contractor's Equipment

- *Contractor* provides all the necessary equipment to provide the required works.
- *Contractor* keeps comprehensive records of the *Contractor's* equipment bought on and removed from site.
- *Contractor* complies with the *Employer's* site access procedures.

5.11 Equipment provided by the *Employer*

As per the isolations stipulated in section 1.3.1, *Employer* only issues the *Contractor* with a 400mm HDPE pipeline and a 300mm steel pipeline. *Employer* to issue scaffolding upon request by the *Contractor*. Arrangements are made accordingly with the *Service Manager*

5.12 Site services and facilities

5.12.1 Provided by the *Employer*

Item	Date by which it will be provided
Safety file review	Before commencement of the project
Induction for Contractor's Employer's	Before commencement of the project
Permit to Work	At commencement of the project
Waste disposal area	At commencement of the project

The *Contractor* adheres to the site and services requirements and procedure

5.12.1.1 Medical Facilities

- *Contractor* provides a First Aid service to his/her employees and *Subcontractors*. In the case where these prove to be inadequate, like in the event of a serious injury, the *Employer's* Medical Centre and facilities will be available.
- *Employer* recovers the costs incurred, in the use of the above *Employer's* facilities from the *Contractor*.

5.12.1.2 Site yard

- *Employer* provides a site for the *Contractor's* yard at a location that is indicated to the *Contractor*. *Contractor* provides all the facilities required by him/her for such a site at their own cost (including fencing of area as per the requirements).
- *Contractor* provides their own resources to secure security of machinery and equipment that may be stored on site. *Employer* is not liable to account for any costs related to damages or theft of machinery and equipment.
- *Contractor* maintains the site to meet the requirements of the health and safety requirements as per the requirements of the *Service Manager*. *Contractor* restores the site to its original state i.e. clean rehabilitate the site. Inspection to be held and signed off by the *Service Manager*.

5.12.2 Provided by the *Contractor*

Contractor provides as necessary, site accommodation, storage, vehicles and office equipment, etc. for the *Contractor's* staff. After completion of the contract these facilities are taken or de-established. Inspection to be held and signed off by the *Service Manager*.

5.13 Control of noise, dust, water and waste

- All labours are visible during the execution of the works.
- Applicable PPE, aligning with the work requirements, is worn during the execution of the works.
- *Contractor* provides their employees with all PPE requirements. No PPE will be issued by the *Employer* to the *Contractor*.

5.14 Hook ups to existing works

N.A

5.15 Tests and inspections

5.15.1 Description of tests and inspections

Assessment is conducted and QIP is signed after completion of every key milestone activity. Key milestone activities for each slurry dam include but not limited to the following:

- Site establishment
- Surface preparation
- De-silting the dam, as per the site conditions stipulated under section 1.3.
- Disposal of sludge to Ash Dam 3
- Site rehabilitation
- Site de-establishment

5.15.2 Materials facilities and samples for tests and inspections

N/A

6 List of drawings

6.1 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
0.15/22487	0	7 Year Dam existing inlet, outlet structure plan, section and details
25.15/ 39963	0	Stormwater Drainage and Runoff-Seven Year Dam
25.15/ 39960	0	Stormwater Drainage and Runoff-Coal Stockyard Drainage
0.15/17154		Water Pollution Control Ash Dump Seepage Water Recovery Dam Details
0.15/4156	3	Ash water return reservoir and pump house arrangement and detail
0.15/14361	1	Ash dam c and d return water reservoir arrangement
0.15/15540	3	Ash dam 1976 return water reservoir intake plan
0.15/17154	3	Pollution control ash dump seepage water recovery dam details

7 Specifications

7.1 Specifications issued by the *Employer*

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

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		
Safety, Health And Environmental Specifications For Principal Contractors	HSPHO/058	✓

Eskom Hendrina power station quality procedure	HSPPA/006	✓
Protective services – access control system procedure	HSPHO/020	✓
Hendrina power station label specification	HSSSPA/001	✓
Site boundaries drawing	25.15/37433	✓
The Hendrina power station environmental policy	HSPPPIN005	✓
The environmental emergency preparedness procedure	HSPPIN032	✓
The waste management procedure	HSPPIN003	✓
Vehicle and Driver Safety Management	32-93 Rev1	✓
Eskom Vehicle Safety Specification	32-345 Rev1	✓
Safety, Health And Environmental Specifications For Principal Contractors	HSPHO/058	✓

8 Project KPI's

KPA/KPI	Description	Control Measures
Project duration	Contractor completes the works as per the provide programme (pdf MS Project format). Deviations from the programme is communicated to the <i>Services Manager</i> within 3 days, and updated programme is submitted accordingly to the <i>Services Manager</i> .	Early warning is issued to the <i>Contractor</i> if the updated programme is not submitted within the stipulated timeline.
Scope/Quality	Assessment is conducted and approved by the <i>Employer</i> as per the project QIP, after completion of the activities stated on the QIP.	<i>Contractor</i> conducts re-work, if the assessment of the completed activities fails.

C3.2: CONTRACTOR'S service Information