



# NEC3 Term Service Contract (TSC3)

A contract between **Eskom Holdings SOC Ltd**  
(Reg No. 2002/015527/30)

and .....  
(Reg No. .... / ..... / .....)

for **The Provision of Lifting Machine Operator (LMO)  
training for Eskom Staff in the DX- Western Cape-  
Cape Coastal Cluster.**

|                  |  |                 |
|------------------|--|-----------------|
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Documentation prepared by:

**Stan Naude**

**ENQUIRY NUMBER: WC1004TP**

**CONTRACT No: 46000**

# 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 Provision of Lifting Machine Operator (LMO) training for Eskom Staff for Western Cape- Cape Coastal Cluster.**

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 | <b>Rates as per Price List</b> |
| Value Added Tax @ 14% is                            | <b>Rates as per Price List</b> |
| The offered total of the Prices inclusive of VAT is | <b>Rates as per Price List</b> |
| (in words)  |                                |

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

Tenderer's CIDB registration number:

## 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 and signed 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) \_\_\_\_\_  
Capacity \_\_\_\_\_

**Ms Zimkitha Mjali**

**Middle Manager HR Operations**

**for the  
Employer**

**ESKOM HOLDINGS SOC LIMITED,  
Sunilaws Office Park, Beacon Bay  
EAST LONDON, 5205**

\_\_\_\_\_  
(Insert name and address of organisation)

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. \_\_\_\_\_'

## Schedule of Deviations

Note:

1. To be completed by the Employer prior to award of contract. 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)

Name &  
signature  
of witness

Date

**Ms. Zimkitha Mjali**

**Middle Manager HR Operations**

(Insert name and address of organisation)

**ESKOM HOLDINGS SOC LIMITED,  
Sunilaws Office Park, Beacon Bay  
EAST LONDON, 5205**

## 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  |
|--|---|---|
| <b>General</b>   |   |   |
| 10.1   | The <i>Employer</i> is (Name):                  | <b>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</b> |
|  | Address   | <b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>   |
|  | Tel No.   | <b>011 800 4585</b>   |
|  | Fax No.   | <b>011 800 5803</b>   |
|  | E-mail address                                  | <b>www.eskom.co.za</b>  |
| If the <i>Employer</i> appoints an <i>Employer's Agent</i> , the <i>Employer's Agent</i> is: |   |   |
| 14.5   | Name  | <b>Stan Naude</b>   |
|  | Address   | <b>Sunilaws Office Park, Beacon Bay EAST LONDON, 5205</b>   |
|  | Tel No.   | <b>043 703 2368</b>   |
|  | Fax No.   | <b>086 537 6407</b>   |
|  | E-mail address                                  | <b>NaudeS@eskom.co.za</b>   |
|  | The authority of the <i>Employer's Agent</i> is | <b>As per the Contract</b>  |
| 11.2(5)  | The <i>service</i> is                           | <b>Provision of lifting machine operator training</b>   |
| 11.2(6)  | The Service Information is in                   | <b>The document called 'Service Information' in Part 3 of this contract.</b>  |
| 30.1   | The <i>starting date</i> is.                    |   |
| 30.1   | The <i>service period</i> is.                   | <b>36 (thirty six ) months</b>  |
| 13.2   | The <i>period for reply</i> is                  | <b>3 (three) days</b>   |
| 50.1   | The <i>assessment day</i> is the                | <b>On Completion of the Task or as agreed between Employer and Contractor</b>   |
| 51.2   | The interest rate on late payment is            | <b>5% per complete week of delay.</b>   |

|      |   |  |
|------|---|--|
| 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 | <b>the amount of the deductibles relevant to the event described in the "Format TSSC3" insurance policy available on</b><br><a href="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</a>                            |
| 82.1 | The <i>Employer</i> provides this insurance   | <b>as stated for "Format TSSC3" available on</b><br><a href="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</a><br><b>(See Annexure A for basic guidance)</b>  |
| 82.1 | The minimum amount of cover for the first insurance stated in the Insurance Table is:   | <b>the amount of the deductibles relevant to the event described in the "Format TSSC3" insurance policy available on</b><br><a href="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</a>                            |
| 82.1 | The minimum amount of cover for the third insurance stated in the Insurance Table is:   | <b>Whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.</b>   |
| 82.1 | The minimum amount of cover for the fourth insurance stated in the Insurance Table is:  | <b>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)</b>   |
|      | Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?   | <b>No</b>  |
| 93.1 | The <i>Adjudicator</i> is   | <b>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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).</b> |
|      | Address   | <b>To be appointed when dispute arise</b>  |
|      | Tel No.   | <b>[•]</b>   |
|      | Fax No.   | <b>[•]</b>   |
|      | e-mail  | <b>[•]</b>   |

|         |   |  |
|---------|---|--|
| 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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) 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)<sup>12</sup> 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.

<sup>1</sup> If the previous edition applies change 'April 2013' for 'September 2009'.

<sup>2</sup> 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](http://www.ecs.co.za)

### **Z3 Ethics**

Z3.1 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).

Z3.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if the *Contractor* 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.

Z3.3 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*.

### **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.

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 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

**Z8 Notifying compensation events**

- Z8.1 Delete 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 business rescue 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*.

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## **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 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)<sup>3</sup> 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  | <b>10%</b>  |
| 63.2    | The percentage for overheads and profit added to other Defined Cost is   | <b>10%</b>  |
| 11.2(4) | The Price List is in   | <b>the document called 'Price List' in Part 2 of this contract.</b>                   |
| 11.2(4) | The offered total of the Prices for part of the <i>service</i> in Part 1 of the Price List is [Enter the total of the Prices from the Price List]: | <b>Rates excluding VAT</b><br>.....<br><b>Rates [in words] excluding VAT</b><br>..... |
| 11.2(4) | The offered total of the Prices for part of the <i>service</i> in Part 2 of the Price List is [Enter the total of the Prices from the Price List]: | <b>Rates excluding VAT</b><br>.....<br><b>Rates [in words] excluding VAT</b><br>..... |

<sup>3</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or [www.ecs.co.za](http://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 2

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

| Description   | Rate per person/<br>per day |
|---|-----------------------------|
| Counter balance lift truck up to 15 tons – (US 242974) Novice                       |                             |
| Counter balance lift truck up to 15 tons – (US 242974) Novice - Recertification     |                             |
| Hydraulic mobile cranes up to 50 tons (US 242982) - Novice                          |                             |
| Hydraulic mobile cranes up to 50 tons (US 242982) - Recertification                 |                             |
| Hydraulic mobile cranes in excess of 50 tons (US US116254) - Novice                 |                             |
| Hydraulic mobile cranes in excess of 50 tons (US US116254) - Recertification        |                             |
| Mobile Elevated Work Platforms ( aerial device)<br>Code 53 (243273) novice training |                             |
| Mobile Elevated Work Platforms (aerial device)<br>Code 53 (243273) re-certification |                             |
| Truck Mounted Crane (242978) novice training  |                             |
| Truck Mounted Crane (242978) re-certification                                       |                             |
| Hoist and Winches C54 (244407) novice training                                      |                             |
| Hoist and WinchesC54 (244407) re-certification                                      |                             |
| Wall Mounted Jib Crane Code C54 (260758) Novice training                            |                             |
| Wall Mounted Jib Crane Code C54 (260758) Re-certification                           |                             |
| Overhead Crane (Cab control)Code C31 (116231) novice training                       |                             |
|   |                             |

|   |  |
|---|--|
| Overhead Crane (Cab control)Code C31 (116231) Re-certification  |  |
| Overhead Crane (Pendant and Radio control) Code C30 (116235) novice training  |  |
| Overhead Crane (Pendant and Radio control) Code C30 (116235) Re-certification                                       |  |
| Three wheel logger (Tele logger) Pick poles up cross arms grabble code X Code F11 (260763) novice training          |  |
| Three wheel logger (Tele logger) Pick poles up cross arms grabble code X Code F11 (260763) recertification training |  |

|   |  |
|---|--|
| Sling and communicate while lifting a load training (target group – All lifting machine operators and all participants identified as slingers) (12481) novice training  |  |
| Sling and communicate while lifting a load training (target group – All lifting machine operators and all participants identified as slingers) (12481) Re-certification |  |
| Accommodation per night   |  |
| Travel per km   |  |
| Flight cost   |  |
|   |  |

### C3.1 Service Information

The provision of Lifting Machine Operator (LMO) training for Eskom Distribution – in the Western Cape Operating Unit.

#### 1. Description of the service

##### **Counter-Balanced Lift Truck Full Training**

**Duration:** 5 days

**Number of Learners:** Maximum 4

**Frequency:** Training shall be provided as and when the need arises.

**Refresher/Retraining:** Retraining will be conducted where

- a- legislations change
- b- internal standards and procedures change
- c- authorisation expired
- d- recommendations from incident investigations

**Validation of certificate:** 2 years

**Target Group:** Counter-Balanced Lift Truck Operators (Forklift operators)

**Objectives and outcomes:** Upon completion of the course, the participants are expected to have a full understanding of the safe operation of a Counter-Balanced Lift Truck and its application within Eskom.

**Requirements:** Assessment according to Unit Standard – Operate Counter-Balanced Lift Truck

> 15 Tons: Code F4 (Unit Standard- 260818)

< 15 Tons: Code F1-F3 (Unit Standard- 242974)



### **Counter-Balanced Lift Truck Retraining**

**Duration:** 2 days (One day safety / theoretical and one day practical assessment.)

**Number of Learners:** Maximum 12

**Frequency:** Training shall be provided as and when the need arises.

**Refresher/Retraining:** Retraining will be conducted where

- a- legislations change
- b- internal standards and procedures change
- c- authorisation expired
- d- recommendations from incident investigations.

**Validation of certificate:** 2 years

**Target Group:** Counter-Balanced Lift Truck Operators (Forklift operators).

**Objectives and outcomes:** Upon completion of the course, the participants are expected to have a full understanding of the safe operation of a Counter-Balanced Lift Truck and its application within Eskom.

**Requirements:** Assessment according to Unit Standard – Operate Counter-Balanced Lift Truck.

> 15 Tons: Code F4 (Unit Standard- 260818)

< 15 Tons: Code F1-F3 (Unit Standard- 242974)

### **Hydraulic Mobile Cranes up to 50 000kg Full Training**

**Duration:** 5 days

**Number of Learners:** Maximum 4

**Frequency:** Training shall be provided as and when the need arises.

**Refresher/Retraining:** Retraining will be conducted where

- a- legislations change
- b- internal standards and procedures change
- c- authorisation expired
- d- recommendations from incident investigations

**Validation of certificate:** 2 years

**Target Group:** Hydraulic Mobile Crane Operators (up to 50 000kg)

**Objectives and outcomes:** Upon completion of the course, the participants are expected to have a full understanding of the safe operation of a Hydraulic Mobile Crane and its application within Eskom.

**Requirements:** Assessment according to Unit Standard – Operate Hydraulic Mobile Crane

< 50 000kg: Code C33, C34, C37, C38, C43 (Unit Standard- 242982)

**Hydraulic Mobile Crane- Retraining**

**Duration:** 2 days (One day safety / theoretical and one day practical assessment.)

**Number of Learners:** Maximum 12

**Frequency:** Training shall be provided as and when the need arises.

**Refresher/Retraining:** Retraining will be conducted where

- a- legislations change
- b- internal standards and procedures change
- c- authorisation expired
- d- recommendations from incident investigations.

**Validation of certificate:** 2 years

**Target Group:** Mobile Crane Operators (up to 50 000kg).

**Objectives and outcomes:** Upon completion of the course, the participants are expected to have a full understanding of the safe operation of a Hydraulic Mobile Crane and its application within Eskom.

**Requirements:** Assessment according to Unit Standard – Operate Hydraulic Mobile Crane.

< 50 000kg: Code C33, C34, C37, C38, C43 (Unit Standard- 242982)

**Hydraulic Mobile Cranes above 50 000kg Full Training**

**Duration:** 5 days

**Number of Learners:** Maximum 4

**Frequency:** Training shall be provided as and when the need arises.

**Refresher/Retraining:** Retraining will be conducted where

- a- Legislations changed
- b- internal standards and procedures change
- c- authorisation expired
- d- recommendations from incident investigations

**Validation of certificate:** 2 years

**Target Group:** Hydraulic Mobile Crane Operators (above 50 000kg)

**Objectives and outcomes:** Upon completion of the course, the participants are expected to have a full understanding of the safe operation of a Hydraulic Mobile Crane and its application within Eskom.

**Requirements:** Assessment according to Unit Standard – Operate Hydraulic Mobile Crane

> 50 000 kg: Code C35, C36, C39, C40 (Unit Standard- 116254)

**Hydraulic Mobile Crane- above 50 000kg Retraining**

**Duration:** 2 days (One day safety / theoretical and one day practical assessment.)

**Number of Learners:** Maximum 12

**Frequency:** Training shall be provided as and when the need arises.

**Refresher/Retraining:** Retraining will be conducted where

- a- Legislations changed
- b- internal standards and procedures change
- c- authorisation expired
- d- recommendations from incident investigations.

**Validation of certificate:** 2 years

**Target Group:** Hydraulic Mobile Crane Operators (above 50 000kg).

**Objectives and outcomes:** Upon completion of the course, the participants are expected to have a full understanding of the safe operation of a Hydraulic Mobile Crane and its application within Eskom.

**Requirements:** Assessment according to Unit Standard – Operate Hydraulic Mobile Crane.

> 50 000 kg: Code C35,C36,C39,C40 (Unit Standard- 116254)

**Mobile Elevated Work Platforms (Aerial Device) Unit Standard 243273**

**Duration:** 5 days

**Number of Learners:** Maximum 4

**Frequency:** Training shall be provided as and when the need arises.

**Refresher/Retraining:** Retraining will be conducted where

- a- Legislations changed
- b- internal standards and procedures change
- c- authorisation expired
- d- recommendations from incident investigations

**Validation of certificate:** 2 years

**Target Group:** Mobile Elevated Work Platforms (Aerial Device)

**Objectives and outcomes:** Upon completion of the course, the participants are expected to have a full understanding of the safe operation of a Mobile Elevated Work Platform and its application within Eskom.

**Requirements:** Assessment according to Unit Standard – Mobile Elevated Work Platform (Aerial Device)

Code C53 (Aerial Device) Unit Standard 243273)

**Mobile Elevated Working Platform (Aerial Device) - Retraining**

**Duration:** 2 days (One day safety / theoretical and one day practical assessment.)

**Number of Learners:** Maximum 12

**Frequency:** Training shall be provided as and when the need arises.

**Refresher/Retraining:** Retraining will be conducted where

- a- Legislations changed
- b- internal standards and procedures change
- c- authorisation expired
- d- recommendations from incident investigations.

**Validation of certificate:** 2 years

**Target Group:** Mobile Elevated Working Platform Operators (C53).

**Objectives and outcomes:** Upon completion of the course, the participants are expected to have a full understanding of the safe operation of a Mobile Elevated Working Platform (Aerial Device) and its application within Eskom.

**Requirements:** Assessment according to Unit Standard – Mobile Elevated Working Platform (Aerial Device).

Code C53 (Unit Standard- 243273)

**Truck Mounted Crane**

**Duration:** 5 days per person

**Number of Learners:** Maximum 4

**Frequency:** Training shall be provided as and when the need arises.

**Refresher/Retraining:** Retraining will be conducted where

- a- Legislations changed
- b- internal standards and procedures change

- c- authorisation expired
- d- recommendations from incident investigations

**Validation of certificate:** 2 years

**Target Group:** Truck Mounted Crane Operators

**Objectives and outcomes:** Upon completion of the course, the participants are expected to have a full understanding of the safe operation of a Truck Mounted Crane, (capacity stated on certificate) and its application within Eskom.

**Requirements:** Assessment according to Unit Standard – Truck Mounted Crane

Code C32 (Unit Standard- 242978)

#### **Truck Mounted Crane Retraining**

**Duration:** 2 days (One day safety / theoretical and one day practical assessment.)

**Number of Learners:** Maximum 12

**Frequency:** Training shall be provided as and when the need arises.

**Refresher/Retraining:** Retraining will be conducted where

- a- Legislations changed
- b- internal standards and procedures change
- c- authorisation expired
- d- recommendations from incident investigations.

**Validation of certificate:** 2 years

**Target Group:** Truck Mounted Crane Operators.

**Objectives and outcomes:** Upon completion of the course, the participants are expected to have a full understanding of the safe operation of a Truck Mounted Crane (capacity stated on certificate) and its application within Eskom.

**Requirements:** Assessment according to Unit Standard – Truck Mounted Crane

Code C32 (Unit Standard- 242978)

#### **Hoist and Winches Full Training**

**Duration:** 5 days

**Number of Learners:** Maximum 4

**Frequency:** Training shall be provided as and when the need arises.

**Refresher/Retraining:** Retraining will be conducted where

- a- Legislations changed

- b- internal standards and procedures change
- c- authorisation expired
- d- recommendations from incident investigations

**Validation of certificate:** 2 years

**Target Group:** Hoist & Winches Operators

**Objectives and outcomes:** Upon completion of the course, the participants are expected to have a full understanding of the safe operation of a Hoist & Winches and its application within Eskom.

**Requirements:** Assessment according to Unit Standard – Hoist & Winches

Code C54 (Unit Standard- 244407)

#### **Hoist and Winches Truck Retraining**

**Duration: 2 days** (One day safety / theoretical and one day practical assessment.)

**Number of Learners:** Maximum 12

**Frequency:** Training shall be provided as and when the need arises.

**Refresher/Retraining:** Retraining will be conducted where

- a- Legislations changed
- b- internal standards and procedures change
- c- authorisation expired
- d- recommendations from incident investigations.

**Validation of certificate:** 2 years

**Target Group:** Hoist and Winches Operators.

**Objectives and outcomes:** Upon completion of the course, the participants are expected to have a full understanding of the safe operation of a Hoists and Winches and its application within Eskom.

**Requirements:** Assessment according to Unit Standard – Hoist & Winches Operate.

C54 (Unit Standard- 244407)

#### **Wall Mounted Jib Crane Full Training**

**Duration:** 5 days per person

**Number of Learners:** Maximum 4

**Frequency:** Training shall be provided as and when the need arises.

**Refresher/Retraining:** Retraining will be conducted where

- a- Legislations changed
- b- internal standards and procedures change
- c- authorisation expired
- d- recommendations from incident investigations.

**Validation of certificate:** 2 years

**Target Group:** Wall Mounted Jib Operators

**Objectives and outcomes:** Upon completion of the course, the participants are expected to have a full understanding of the safe operation of a Wall Mounted Jib Crane and its application within Eskom.

**Requirements:** Assessment according to Unit Standard - Wall Mounted Jib Crane

Code C54 (Unit Standard- 260758)

#### **Wall Mounted Jib Crane Retraining**

**Duration:** 2 days (One day safety / theoretical and one day practical assessment.)

**Number of Learners:** Maximum 12

**Frequency:** Training shall be provided as and when the need arises.

**Refresher/Retraining:** Retraining will be conducted where

- a- Legislations changed
- b- internal standards and procedures change
- c- authorisation expired
- d- recommendations from incident investigations.

**Validation of certificate:** 2 years

**Target Group:** Wall Mounted Jib Crane Operators

**Objectives and outcomes:** Upon completion of the course, the participants are expected to have a full understanding of the safe operation of a Wall Mounted Jib Crane and its application within Eskom.

**Requirements:** Assessment according to Unit Standard – Operate Wall Mounted Jib.

Code C54 (Unit Standard-260758)

#### **Overhead Crane (Cab Control) Full Training**

**Duration:** 5 days

**Number of Learners:** Maximum 4

**Frequency:** Training shall be provided as and when the need arises.

**Refresher/Retraining:** Retraining will be conducted where

- a- Legislations changed
- b- internal standards and procedures change
- c- authorisation expired
- d- recommendations from incident investigations

**Validation of certificate:** 2 years

**Target Group:** Overhead Crane Cab Control Operators

**Objectives and outcomes:** Upon completion of the course, the participants are expected to have a full understanding of the safe operation of a Overhead Crane (Cab Control) and its application within Eskom.

**Requirements:** Assessment according to Unit Standard – Operate Overhead Crane (Cab Control)

Code C31 (Unit Standard- 116231)

|  |
|--|
| <b>Overhead Crane (Cab Control) - Retraining</b> |
|--|

**Duration:** 2 days (One day safety / theoretical and one day practical assessment).

**Number of Learners:** Maximum 12

**Frequency:** Training shall be provided as and when the need arises.

**Refresher/Retraining:** Retraining will be conducted where

- a- Legislations changed
- b- internal standards and procedures change
- c- authorisation expired
- d- recommendations from incident investigations.

**Validation of certificate:** 2 years

**Target Group:** Overhead Crane (Cab Control) Operators

**Objectives and outcomes:** Upon completion of the course, the participants are expected to have a full understanding of the safe operation of a Overhead Crane (Cab Control) and its application within Eskom.

**Requirements:** Assessment according to Unit Standard – Operate Overhead Crane (Cab Control)

Code C31 Standard- 116231

|   |
|---|
| <b>Overhead Crane (Pendant and Radio Control) Full Training</b> |
|---|

**Duration:** 5 days

**Number of Learners:** Maximum 4



**Frequency:** Training shall be provided as and when the need arises.

**Refresher/Retraining:** Retraining will be conducted where

- a- Legislations changed
- b- internal standards and procedures change
- c- authorisation expired
- d- recommendations from incident investigations

**Validation of certificate:** 2 years

**Target Group:** Overhead Crane (Pendant and Radio Control) Operators

**Objectives and outcomes:** Upon completion of the course, the participants are expected to have a full understanding of the safe operation of a Overhead Crane (Pendant and Radio Control) and its application within Eskom.

**Requirements:** Assessment according to Unit Standard – Overhead Crane (Pendant and Radio Control)

Code C30 (Unit Standard- 116235)

|  |
|--|
| <b>Overhead Crane (Pendant and Radio Control) - Retraining</b> |
|--|

**Duration: 2 days** (One day safety / theoretical and one day practical assessment.)

**Number of Learners:** Maximum 12

**Frequency:** Training shall be provided as and when the need arises.

**Refresher/Retraining:** Retraining will be conducted where

- a- Legislations changed
- b- internal standards and procedures change
- c- authorisation expired
- d- recommendations from incident investigations.

**Validation of certificate:** 2 years

**Target Group:** Overhead Crane (Pendant and Radio Control) Crane

**Objectives and outcomes:** Upon completion of the course, the participants are expected to have a full understanding of the safe operation of an Overhead Crane (Pendant and Radio Control) and its application within Eskom.

**Requirements:** Assessment according to Unit Standard – Overhead Crane (Pendant and Radio Control)

Code C30 Standard- 116235

|                    |
|--------------------|
| <b>Sling loads</b> |
|--------------------|

**Duration:** 5 Days

**Number of Learners:** Maximum 12

**Frequency:** Training shall be provided as and when the need arises.

**Refresher/Retraining:** : Retraining will be conducted where

- a- Legislation change
- b- internal standards and procedures change
- c- authorisation expired
- d- recommendations from incident investigations.

**Validation of certificate:** N/A

**Target Group:** All lifting machine operators and all participants identified as slingers.

**Objectives and outcomes:** Upon completion of the course, the participants are expected to have a full understanding of the safe operation of sling loads and its applications within Eskom.

**Requirements:** Assessment according to Unit Standard – Sling loads

Sling Loads (*Unit Standard 12481*)

|   |
|---|
| <b>Three wheel logger (Tele) training</b> |
|---|

**Duration:** 3 days

**Min 6 Max 8 learners**

**Curriculum**

**Pre trip inspection**

**System I.D. and functions**

**Safety precautions and hints**

**Start up and shut down procedure**

**Minor maintenance**

**Practical operation**

**Duration 2 Days**

Unit Standard – 260762

**Three wheel logger (Tele) assessments.**

**Duration 1 day**

**Min 6 max 8 learners**

**THE LEARNERS WILL BE ASSESSED ON THE FOLLOWING OUTCOMES.**

**Pre trip inspection**

**Minor maintenance**

**System I.D. and functions**

**Practical operation**

**Safety precautions and hints**

**Start up and shut down procedure**

Unit Standard - 260762

## **2. Specifications**

| <b>Title</b>                               | <b>Date or revision</b> | <b>Tick if publicly available</b> |
|--|-------------------------|-----------------------------------|
| <b><u>General Specifications:</u></b>      |                         |                                   |
| <b>Health and Safety requirements</b>      |                         |                                   |
| <b>Environmental requirements</b>          |                         |                                   |
| <b>Site regulations and access control</b> |                         |                                   |
|  |                         |                                   |
|  |                         |                                   |
| <b><u>Technical specifications:</u></b>    |                         |                                   |
|  |                         |                                   |
|  |                         |                                   |
|  |                         |                                   |
|  |                         |                                   |
|  |                         |                                   |
|  |                         |                                   |
|  |                         |                                   |
|  |                         |                                   |

## **3. Constraints on how the *Contractor* Provides the Service**

- The Consultant/Contractor is to observe the Occupational Health & Safety requirements to be met by Contractors and Sub-Contractors employed by Eskom
- All safety requirements to be strictly adhered to by the Contractor
- Adherence of Eskom Life-Saving rules
- Immediately report to Eskom liaison person any difficulties or problems which are impeding the quick and smooth carrying out of the service.

### 3.1 Meetings

Will be organised by the Service Manager when needs be.

### 3.2 Use of standard forms

NEC3 Standard Forms to be used for this contract.

### 3.3 Invoicing and payment

In terms of core clause 50 the *Contractor* assesses the amount due and applies to the *Employer* for payment. The *Contractor* applies for payment with a tax invoice addressed to the *Employer* as follows:

---

The *Contractor* includes the following information on each tax invoice:

- Name and address of the *Contractor*
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- The total of
  - The Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed;
  - Where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate,
- Other amounts to be paid to the *Contractor*;
- Less amounts to be paid by or retained from the *Contractor*;
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;
- (add other as required)

The *Contractor* attaches the detail assessment of all work done for each item in the Price List to each tax invoice showing

- the Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

### 3.4 Records of Defined Cost

The Employer requires the Contractor to keep records of amounts paid by him for all materials purchased in the form of receipts. Copies of these receipts must be submitted with the invoices.

N/A

[illegible]

N/A

| Task Order |  |
|------------|--|
|------------|--|

**Task Order form for use when work within the service is instructed to be carried out within a stated period of time on a Task by Task basis**

Task Order No.      [●]                                  service      .[●]

To: [●].....  
..... (Contractor)

Task Order No. [●] service [●]  
 To: [●].....  
 ..... (Contractor)

I propose to instruct you to carry out the following task:

|                        |     |
|------------------------|-----|
| Description            | [•] |
| Starting date          | [•] |
| Completion Date        | [•] |
| Delay damages per week | [•] |

Please submit your price and programme proposals below.

|         |      |
|---------|------|
| Signed: | Date |
|---------|------|

(for *Employer*)

Delay damages per week [●]

Signed: \_\_\_\_\_ Date \_\_\_\_\_

Total of the Prices for this Task Order R \_\_\_\_\_

Signed: \_\_\_\_\_ Date \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

TSSC3 PRO FORMA TASK ORDER