



NEC3 Term Service Contract (TSC3)

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

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

for **SUPPLY, DELIVER AND OFFLOADING OF POTABLE
WATER FOR A PERIOD OF FIVE YEARS AT SERE
WIND FARM**

Contents:	No of pages
Part C1 Agreements & Contract Data	22
Part C2 Pricing Data	3
Part C3 Scope of Work	26

CONTRACT No. [Insert at award stage]

PART C1:AGREEMENTS & CONTRACT DATA

Contents:

C1.1 Form of Offer and Acceptance

[to be inserted from Returnable Documents at award stage]

C1.2a Contract Data provided by the *Employer*

C1.2b Contract Data provided by the *Contractor*

[to be inserted from Returnable Documents at award stage]

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:

Supply, Deliver and Offloading of Potable Water for a Period of Five Years at Sere Wind Farm

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

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

Options A	The offered total of the Prices exclusive of VAT is	R [●]
	Sub total	R [●]
	Value Added Tax @ 15% is	R [●]
	The offered total of the amount due inclusive of VAT is ¹	R [●]
	(in words) [●]	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

Name &
signature of
witness

(Insert name and address of
organisation)

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**

Eskom Holdings SOC Ltd

c/o 15 Pasita Street

Rosenpark

7530

(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	[•]	[•]

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.

<p>For the tenderer:</p> <p>Signature _____</p> <p>Name _____</p> <p>Capacity _____</p> <p>On behalf of _____ (Insert name and address of organisation)</p> <p>Name & signature of witness _____</p> <p>Date _____</p>	<p>For the <i>Employer</i></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Eskom Holdings SOC Ltd c/o 15 Pasita Street Rosenpark 7530</p> <p>_____</p> <p>_____</p> <p>_____</p>
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C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X17: Low service damages
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Representative by:	James L'Etang
	Tel No	+27 11 800 3559
10.1	The <i>Service Manager</i> is (name):	Shawn Hurling

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

Address	Bellarosa Office Park Modena building 6th floor Rosendal 7441
Tel	021 859 9201
e-mail	HurlingS@eskom.co.za
11.2(2)	The Affected Property is Sere Wind Farm
11.2(13)	The <i>service</i> is Supply, Deliver and Offloading of Potable Water for a Period of Five Years at Sere Wind Farm
11.2(14)	The following matters will be included in the Risk Register None
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 <ul style="list-style-type: none"> • Immediately for health and safety related matters • One (1) week • Task Orders: One (1) Day
2	The Contractor's main responsibilities <p>Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data</p>
21.1	The <i>Contractor</i> submits a first plan for acceptance within 2 Weeks of the Contract Date
3	Time
30.1	The <i>starting date</i> is. 01 October 2025
30.1	The <i>service period</i> is 5 Years
4	Testing and defects <p>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</p>
5	Payment

50.1	The <i>assessment interval</i> is	between the 25th and 27th day of each successive month or after completion of 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	30 days on receipt of valid tax invoice
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
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. Risks for activities will be dealt with task specific procedures.
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 <i>service</i> at intervals no longer than	4 weeks.

11 Data for Option W1

W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).	
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.	
W1.4(2)	The <i>tribunal</i> is:	arbitration	
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.	
	The place where arbitration is to be held is	Cape Town, South Africa	
	The person or organisation who will choose an arbitrator	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.	
	<ul style="list-style-type: none"> - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is 		

12 Data for secondary Option clauses

X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	Month before the month in which the enquiry closed.		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked index for	to Index prepared by

		0.85	CPI	SEIFSA															
		0.15	non-adjustable																
		1.00																	
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.																	
X17	Low service damages																		
X17.1	The service level table is		Listed below																
	<table><tr><th>Low Service Damage Description</th><th>Value Of Low Service Damages</th><th>Limit Of Low Service Damage</th></tr><tr><td>Contractor’s Health and Safety file: Submission of SHE file two (2) weeks before start of work. Also, at intervals as required by the <i>Employer’s</i> Safety Department.</td><td>1.5% of Task order value per week</td><td>Limited to 10% of task order value</td></tr><tr><td>Security Criminal Compliance Failure to comply with the criminal screening process requirements. Note:<ul style="list-style-type: none">First submission is with the SHE file.Then every 12 months for the duration of the contract</td><td>Contractor will be denied access to the Affected Property and cost deduction of 2% of Task order value per week.</td><td>Limited to 10% of the Task Order value, termination thereafter</td></tr><tr><td>Submission Delays: Delays in submission of documents as detailed in this agreement</td><td>1.5% of Task order value per week</td><td>Limited to 10% of task order value</td></tr><tr><td>Delay damages: Delays in completing the Task as per Task Order programme</td><td>2% of Task order value per day</td><td>Limited to 10% of task order value</td></tr></table>				Low Service Damage Description	Value Of Low Service Damages	Limit Of Low Service Damage	Contractor’s Health and Safety file: Submission of SHE file two (2) weeks before start of work. Also, at intervals as required by the <i>Employer’s</i> Safety Department.	1.5% of Task order value per week	Limited to 10% of task order value	Security Criminal Compliance Failure to comply with the criminal screening process requirements. Note: <ul style="list-style-type: none">First submission is with the SHE file.Then every 12 months for the duration of the contract	Contractor will be denied access to the Affected Property and cost deduction of 2% of Task order value per week.	Limited to 10% of the Task Order value, termination thereafter	Submission Delays: Delays in submission of documents as detailed in this agreement	1.5% of Task order value per week	Limited to 10% of task order value	Delay damages: Delays in completing the Task as per Task Order programme	2% of Task order value per day	Limited to 10% of task order value
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X19	Task Order																		
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within		Five (5) days of receiving the Task Order																
Z	The additional conditions of contract are Z1 to Z14 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 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his sub *Contractors* abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- will adhere to Eskom's Occupational Health and Safety policies, standards, procedures, directives, OHS Specifications/Requirements, applicable health and safety laws and regulations and other requirements, as amended.
 - may not commence work until the Health and Safety file has been approved by the respective Contract Custodian together with the OHS professional.
 - where applicable , accept that the Employer may appoint him as“ the Principal Contractor” (as defined and provided for under the Construction Regulations 2014(promulgated under Occupational Health and Safety Act 85 of 1993) (the “Construction Regulations” for the Site and undertakes, in and about the execution of the works, to comply with the Construction Regulations and with all applicable health and safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensure that his Subcontractors, employees and other under the Contractor's directions and control, likewise and comply with the foregoing.
 - 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 work

Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his *SubContractors*, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.

Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

Z8.1 Delete the last paragraph of core clause 61.3 and replace with:

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

Z9 Employer's limitation of liability

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

Z9.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

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

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

Z11 Ethics

For the purposes of this Z-clause, the following definitions apply:

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

Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.

Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the

Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

Z 12 .1 Replace core clause 83 with the following:

Insurance cover 83

- 83.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
- 83.2 The *Contractor* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 12.2 Replace core clause 86 with the following:

Insurance 86
by the
Employer

86.1 The *Employer* provides the insurances stated in the Insurance Table B

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.

Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

For the purposes of this Z-clause, the following definitions apply:

AAIA means approved asbestos inspection authority.

ACM means asbestos containing materials.

AL means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.

Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed

dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.

- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos *Contractor*, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2 Contract Data

1. Part two - Data provided by the *Contractor*

Notes to a tendering *Contractor*:

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

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	

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

21.1	The plan identified in the Contract Data is contained in:
24.1	The key people are:
1	Name:
	Job:
	Responsibilities:
	Qualifications:
	Experience:
2	Name:
	Job
	Responsibilities:
	Qualifications:
	Experience:
CV's (and further key person's data including CVs) are in _____.	
A	Priced contract with price list
11.2(12)	The <i>price list</i> is in
11.2(19)	The tendered total of the Prices is R

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	2
C2.2	The <i>price list</i>	[•]

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract (TSC3) core clauses and Option A states:

Identified and defined terms 11 11.2

(12) The Price List is the *price list* unless later changed in accordance with this contract.

(17) The Price for Services Provided to Date is the total of

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

(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

2. Function of the Price List

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

3. Link to the *Contractor's* plan

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

4. Preparing the price list

Before preparing the *price list*, both the *Employer* and tendering *Contractors* should read the TSC3 Guidance Notes pages 14 and 15. In an Option A contract, either Party may have entered items into the *price list* either as a process of offer and acceptance (tendering) or by negotiation depending

on the nature of the *service* to be provided. Alternatively the *Employer*, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the *Contractor* to include in the *price list* to be prepared and priced by him.

It is assumed that in preparing or finalising the *price list* the *Contractor*:

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

4.1 Format of the *price list*

(From the example given in an Appendix within the TSC3 Guidance Notes)

Entries in the first four columns in the *price list* in section C2.2 are made either by the *Employer* or the tendering *Contractor*.

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

If the *Contractor* is to be paid an amount for an item of work which is the rate for the work multiplied by the quantity completed, the tendering *Contractor* enters the rate which is then multiplied by the Expected Quantity to produce the Price, which is also entered.

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

C2.2 the *price list*

1 Supply, Deliver and Offloading of Potable Water at Sere Wind Farm

Item nr	Description	Unit	Expected Quantity	Rate	Price
1.	10kl Potable Water Deliveries at Sere Wind Farm - Monthly	ea	180		
2.	SHEQ Requirements	ea	1		
3.	10kl Potable Water Deliveries at Sere Wind Farm - Ad hoc	ea	80		

The total of the Prices

PART 3: SCOPE OF WORK

C3.1: *EMPLOYER'S SERVICE INFORMATION*

Contents

Part 3: Scope of Work	1
C3.1: <i>Employer's service Information</i>	2
1. Description of the service	4
1.1 Executive overview	4
1.2 <i>Employer's</i> requirements for the service	4
1.3 Interpretation and terminology	4
2. Management strategy and start up	5
2.1 The <i>Contractor's</i> plan for the service	5
2.2 Management meetings	5
2.3 <i>Contractor's</i> management, supervision, and key people	6
2.4 Documentation control	6
2.4.1 General	6
2.4.2 Minimum requirements	6
2.4.3 Use of standard forms	7
2.4.4 Communication	7
2.5 Invoicing and payment	7
2.5.1 Invoices submission	7
2.5.2 The <i>Contractor</i> includes the following on the <i>Contractor's Tax Invoice</i> :	7
2.5.3 How to submit invoices	8
2.5.4 Payment Queries	8
2.5.5 Eskom information	8
2.5.6 Avoid Payment Delays	8
2.6 Contract change management	9
2.7 Records of Defined Cost to be kept by the <i>Contractor</i>	9
2.8 Insurance provided by the <i>Employer</i>	9
2.9 Management of work done by Task Order	9
3. Health and safety, the environment and quality assurance	10
3.1 Occupational Health and Safety	10
3.2 Key Performance Indicators	11
3.3 Contract completion and sign off	11
3.4 Environmental constraints and management	12
3.5 Quality assurance requirements	12
3.5.1 Quality Assurance Requirements	12
3.5.2 Quality Control Plan	13
4. Procurement	14
4.1 People	14
4.1.1 Minimum requirements of people employed	14
4.1.2 BBBEE and preferencing scheme	14
4.2 Subcontracting	14

4.2.1	Preferred subContractors.....	14
4.2.2	Subcontract documentation, and assessment of subcontract tenders.....	14
4.2.3	Limitations on subcontracting.....	14
4.2.4	Attendance on subContractors.....	14
4.3	Plant and Materials.....	15
4.3.1	Specifications	15
4.3.2	Correction of defects	15
4.3.3	Contractor's procurement of Plant and Materials.....	15
4.3.4	Tests and inspections before delivery.	15
5.	Working on the Affected Property.....	15
5.1	Employer's site entry and security control, permits, and site regulations.	15
5.2	People restrictions, hours of work, conduct and records.....	15
5.3	Health and safety facilities on the Affected Property	16
5.4	Cooperating with and obtaining acceptance of Others.....	16
5.5	Records of Contractor's Equipment.....	16
5.6	Equipment provided by the Employer.....	16
5.7	Site services and facilities	16
5.7.1	Provided by the Employer.....	16
5.7.2	Provided by the Contractor	16
5.8	Control of noise, dust, water, and waste	17
5.9	Tests and inspections.....	17
5.9.1	Description of tests and inspections.....	17
6.	List of drawings.....	17
6.1	Documents issued by the Employer.....	17
7.	APPENDIX A: TASK ORDER.....	18

1. Description of the service

1.1 Executive overview

The purpose of this contract is to provide potable water services for a period of 5 years at Sere Wind Farm. These services include the supply, delivery and offloading of potable water at Sere Wind Farm.

1.2 Employer's requirements for the service

The Contractor is responsible to provide the materials, equipment and labour to execute the works. Drinking Water delivered to Sere Wind Farm shall comply with the national water quality standard set out in SANS 241. Proof of water source shall be supplied by the Contractor with each delivery. Water analysis certificate from water source to proof compliance with drinking water quality standard SANS 241:2015 shall be submitted to the Employer annually. The Contractor needs to supply the potable water via road tanker to Sere Wind Farm.

There is one water 20 kl storage tank on site at the administration and workshop buildings (3-inch connection hose). The above-mentioned tank is at an elevated position of 20 meters and the Contractor will be responsible to supply the required equipment to pump the water from the tanker into the elevated water storage tank. It is estimated that 30 kl potable water will be required during the course of one month and this can be delivered in lots of 10 kl, three trips per month. The Employer may decrease the quantity of 30 kl required per month dependant on the consumption of water at Sere Wind Farm. Additional 10 kl may be required on an as and when required basis.

The Contractor will be required to furnish all information as required by the Occupation Health and Safety Act and National Water Act. This information must be available on site at all times, and appropriate records will need to be retained.

Table 1 below show the potable water requirements for Sere Wind Farm:

Table 1: Sere Wind Farm Potable Water Requirements

Item no	Description	Estimated quantity per month	Total estimated quantity for 60 months period
1	Monthly Potable Water Delivery Service		
1.1	Supply, transport and offload 10 000l of potable water	3	180
Item nr	Description	Estimated quantity for the 60 months period	
2	Ad hoc potable water delivery service		
2.1	Supply, transport and offload 10 000l of potable water	50	

1.3 Interpretation and terminology

Abbreviation	Meaning given to the abbreviation
kl	kilolitre is equal to 1000 litres
SANS	South African National Standards

2. Management strategy and start up.

2.1 The *Contractor's* plan for the service

The *Contractor* is to submit a bar chart program detailing how he is to execute the works within the stipulated dates. The program must indicate the start and completion dates and the duration of activities. Take full cognizance of the *Contractors* risk and obligations in terms of the contract. The program will be subject to acceptance by the *Service Manager*.

A financial cash flow projection shall be attached to the plan indicating the intended invoicing dates and amounts as for the entire contract period.

The availability of materials intended for use, including the approval timeframe thereof, shall also be indicated on the plan.

If the program has to be revised because the *Contractor* is falling behind, the *Contractor* shall submit a revised program showing how he intends to meet the completion date. Any proposal by the *Contractor* to increase the tempo of work must incorporate positive steps to increase production either by the provision of more labour and plant on the site at *Contractor's* cost or by using the available labour and plant in a more efficient manner.

The *Contractor* must submit with his tender, day work rates for all personnel, materials and equipment to be used in execution of the service.

2.2 Management meetings

Meetings shall be held to mutually promote and to pro-actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.

During execution the *Contractor* holds a toolbox talk each morning before commencing with the *services* to discuss the work and ensure that everyone understands what is required of them.

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

Meetings	Approximate time & interval	Location	Attendance by:
Kick-off	Once-off	MS Teams	<i>Employer, Contractor, Service Manager</i> and Employer's personnel (Safety, Technical, Quality, Environmental, SDL&I representatives etc)
Progress	Adhoc	MS Teams/On site	<i>Employer, Contractor, Service Manager</i> and Employer's personnel (Safety, Technical, Quality, Environmental representatives etc)
Risk Reduction	Adhoc	MS Teams/On site	<i>Employer, Contractor, Service Manager</i> and Employer's personnel (Safety, Technical, Quality, Environmental, representatives etc)

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.

Attendees shall have the necessary delegated authority to make decisions in respect of matters discussed at each meeting.

2.3 Contractor's management, supervision, and key people

The *Contractor* provides sufficient staffing to meet the needs of the service.

Where applicable, the qualifications of the *Contractor's* personnel to be in line with the National Qualifications Framework. Qualifications of all staff must be agreed with the *Service Manager* before the starting date of a task order.

The *Contractor* provides a detailed service organogram of the Company's Branch, indicating specifically Operating officers, Communication/ liaison personnel and technical staff intended for this contract.

Changes in the service organogram must be communicated to the *Service Manager* immediately of it coming into effect.

The Organogram includes contact details and emergency response (24-hour) information.

2.4 Documentation control

The *Contractor* keeps record of all documentation related to this contract.

All documentation is provided to the *Employer* in an electronic media format using Microsoft Office, unless otherwise stated.

Each document shall have a unique, sequential number and all deviations contained therein clearly described.

The *Service Manager* shall in all instances be the point of communication (addressee) and no direct communication between persons involved in the contract shall be allowed. Such communication shall be disregarded.

2.4.1 General

Each instruction, certificate, submission, proposal, record, acceptance, notification and reply is communicated in a form which can be read, copied and recorded and in the language of the Contract, within the period for reply or any other period agreed between the parties prior to its due date. Any such communiqué must bear the signature of the author; emails therefore do not conform except when used as a transmittal medium.

2.4.2 Minimum requirements

All documents shall be in simple and clear English; and always reference to applicable TSC clause under (or as a result of) which it is communicated.

2.4.3 Use of standard forms

The *Service Manager* and the *Contractor* will use the standard TSC

2.4.4 Communication

All Communication is addressed to the *Service Manager* as applicable to the TSC. All communication makes reference to:

- The Contract Number that is issued by the *Employer* (normally a 46000.....)
- The Contract title;
- Any previous reference relating to the specific communique;
- The specific TSC clause under which the communication is issued;
- Whether a reply is required and
- A unique letter reference number.

The unique reference number to be used for written correspondence between the *Service Manager* and *Contractor* and vice versa is as follows:

- From the *Service Manager* to the *Contractor*: 46000 E/C 0xxx; and from the *Contractor* to the *Service Manager* 46000 C/E 0xxx referring to the Contract number and the next sequential letter (channel) number

2.5 Invoicing and payment

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

Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Service Manager's* payment assessment certificate. Assessments are conducted monthly or at completion of task order for an ad-hoc service. Assessments of work completed, and value is mutually agreed between the *Service Manager* and *Contractor*. The *Contractor* issues invoice in line with the assessed value on the assessment certificate

Submitted invoices are paid 30 days from date of receipt of invoice by the *Employer*.

2.5.1 Invoices submission

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

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

- Name and address of *Contractor*
- *Contractor's* VAT registration number if applicable.
- *Contractor's* company registration number if applicable.
- *Contractor's* banking details.
- Name and address of recipient.
- Tax invoice number and date of issue.
- Description of goods/ service provided.
- Period time for which the Tax Invoice is being rendered.

- Contract Number (commencing with a 46 prefix).
- Relevant Task Order Number (commencing with a 45 prefix).
- Relevant task order line item number.
- Relevant goods receipt / service entry number received from the *Employer's Service Manager*.
- Statement whether value added tax is included or excluded.
- Invoices to be made out to Eskom Holdings SOC Ltd

2.5.3 How to submit invoices

a) General Submission Information

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

b) CPA

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

CPA calculation sheets to accompany invoice.

2.5.4 Payment Queries

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

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

2.5.5 Eskom information

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

2.5.6 Avoid Payment Delays

- Failure to submit a PDF invoice with accompanying assessment electronically to Invoiceseskomlocal@eskom.co.za could result in payment delays.

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

2.6 Contract change management.

Additional services and or material is agreed between *Service Manager* and *Contractor* and supported by a task order.

2.7 Records of Defined Cost to be kept by the *Contractor*.

In order to substantiate the Defined Cost of compensation events, the *Employer* requires that the *Contractor* keep records of amounts paid by him for people employed by the *Contractor*, Plant and Materials, work subcontracted by the *Contractor* and Equipment. These records need to be available on a spreadsheet in case a compensation event is agreed on.

2.8 Insurance provided by the *Employer*.

Queries regarding insurance claims and/or procedures can be addressed with the *Service Manager*.

2.9 Management of work done by Task Order

The *Service Manager* issues a task order to the *Contractor* which clearly specifies the work to be performed, additional specification; procedures; any other constraints the *Contractor* complies with in providing the service. The task order is issued before *Contractor* provides the service.

The services manager issues the task order to the *Contractor* in a timely manner that allows the *Contractor* to properly plan the service within the time period(s) stated on the task order.

The *Contractor* performs the service in accordance with the task order issued and completes it within the time period specified in the task order.

All services provided comply to this service agreement and procedures stated.

Should the *Contractor* be unable to supply the resources required to complete the task order within the period specified, the *Contractor* immediately notifies the *Service Manager*. The notification includes recommendations as to how the work can be completed timeously.

All work will be done in terms of Task Orders. Consultation by the *Service Manager* about the contents of a Task Order will be via email or MS teams meeting for emergencies it will be telephonically.

The *Service Manager* issues a Task Order (commencing with a 45 prefix) to the *Contractor* which clearly specifies the Task to be performed, additional specification; procedures; any other constraints the *Contractor* complies with in providing the service. This task order authorises work to be done by the *Contractor*.

No works are to be executed without a Task Order.

Within five (5) days of receiving the Task Order the *Contractor* submits a Task Order programme to the *Service Manager* for acceptance.

The *Contractor's* Task Order programme shows all the information required by Clause X19.6 of TSC3. The Task Order programme must be submitted in MS Projects. The *Contractor* submits QCP's together with the Task Order programme to the *Service Manager* for acceptance.

The *Contractor* performs the service in accordance with the Task Order issued and completes it within the time period specified in the Task Order.

Should the *Contractor* be unable to supply the resources required to complete the Task Order within the period specified, the *Contractor* immediately notifies the *Service Manager*. The notification includes recommendations as to how the work can be completed timeously.

3. Health and safety, environment and quality assurance

3.1 Occupational Health and Safety

1. The *Contractor* shall comply with the health and safety requirements contained in OHS Requirements and the approved safety file by Eskom. Eskom reserves the right to review the OHS Requirements to address the Operational risks and the contractor shall comply with the latest OHS Requirements as amended at no cost for the duration of the contract on the Affected Property as listed in section 11.2(2).
2. The section 37(2) agreement as stipulated under the OHS Act no 85 of 1993 must be signed by *Contractor* and *Employer* representatives.
3. The *Contractor* OHS professional must conduct internal audits at planned intervals (for the duration of the contract at the Affected Property as listed in section 11.2(2) to monitor compliance to the contractual health and safety requirements.
4. The *Service Manager/Contract Manager* must conduct inspections at planned intervals (for the duration of the contract at the Affected Property as listed in section 11.2(2) to monitor compliance to the contractual health and safety and legal requirements.
5. The *Contractor* may be selected during internal and/or external Peaking Power Station audits to verify compliance to legal and contractual OHS requirements. The *Contract Manager/Service Manager* will communicate this at relevant time periods and the *Contractor* shall avail themselves for this audit.
6. In addition to the requirements of the applicable laws governing the occupational health and safety, Peaking Power Station OHS requirements particular to the service and the Affected Property as listed in section 11.2(2) for this contract shall be adhered to for the duration of the contract.
7. The minimum requirements for the *Contractor* to gain access to Peaking Power Station include the but not limited to:
 - Valid Medical fitness certificate
 - Police clearance from SAPS or accredited supplier/service provider linked to SAPS AFIS system not older than thirty (30) days.
 - Identification document (RSA ID or equivalent)
 - National Drivers Licence (applicable to drivers)
 - Adherence to the Eskom Life-saving rules 3 and 4, Be Sober and Buckle up

Rule	Description of rule
3	BUCKLE UP No person may drive any vehicle on Eskom business and/or on Eskom premises: Unless the driver and all passengers are wearing seat belts
4	BE SOBER No person is allowed to be under the influence of intoxicating liquor or drugs while on duty

- Applicable risk-based PPE.
- Valid letter of good standing always (COIDA or equivalent). Access to site to perform work will be denied should the Letter of good standing not be valid.
- The *Contractor*/supplier/consultant who is working alone and not eligible to register with the compensation fund, shall provide Eskom with the member benefit statement of the insurance cover which include life and disability cover to the minimum fund of R500 000.

Note: Induction will only be conducted after the above documents have been submitted and accepted by Eskom.

3.2 Key Performance Indicators

1. *Contractor/Supplier* Management Key Performance Indicators (KPI's)
2. Maintain Health and Safety file and compliance to the health and safety plan, Eskom OHS requirements and applicable legislation as amended.
3. Always maintain good housekeeping where the task is being executing and/or within the area of responsibility.
4. Implement and monitor near miss reporting strategy / programme (reporting of near misses).
5. Develop and comply to Behavioural Safety Observation (BSO) and Planned Job Observation programmes (PJO).
6. Maintain Zero Fatalities for the duration of the contract.
7. At any given point, the OHS performance must be within the lost time injury (LTI) tolerance level as amended.
8. All incidents must be reported immediately or before the end of the particular shift during which the incident occurred.
9. All incident investigations shall be completed within 30 days of the occurrence of an incident.
10. Incident investigation recommendations shall be closed within the recommended time frame recorded in the Incident investigation report.
11. Close audit findings as per the Eskom procedure or audit report recommended time frames.
12. Close Non-conformance as per the recommended time frames.

Note: Monitoring of the above mentioned KPI's will take place through regular audits and inspection.

3.3 Contract completion and sign off

On completion of the project/contract, Eskom team (led by the *Contract Manager*) involved in the project together with the *Contractor* shall conduct the final meeting to identify the gaps prior to the contract close out. Before the final invoice is paid/processed, the *Contract Manager* shall ensure that the below requirements are met:

1. Close all incidents and audit findings.
2. Clean the respective area and ensure good housekeeping where the contractor was working.
3. Contractor shall submit safety statistics and a safety file to Eskom Safety Department for closeout and filling.

4. Completion of a closeout report (Annexure D form as per 32-726) to close the contractual work.

3.4 Environmental constraints and management

The *Contractor* will be required to ensure that all *services* are carried out as per the ISO 14001 standard and Eskom's Environmental Policy. The following environmental requirements are always complied with:

Zero liquid effluent discharge.

No chemicals will be dumped into the station drains or on the premises.

No oil or waste will be dumped in an unauthorised area or unlicensed waste site.

Asbestos will be handled and stored according to Act 15 of 1973 (hazardous substances Act).

No materials or waste will be burnt on site. Hazardous substances shall be handled and stored according to the hazardous substances Act no 15 of 1973. No effluent shall be discharged into the public streams.

Construction Safety, Health, and Environmental Management Rev 0 32-136

Waste Disposal:

All waste introduced to and/or produced on the *Employer's* premises by the *Contractor* for this contract, must be handled in accordance with the minimum requirements for the Handling and Disposal of Hazardous Waste in terms of Government Legislation as proclaimed by the Department of Water Affairs and Forestry Act, 1994 Ref: ISBN0621-16296-5.

Waste management must comply with:

- National Environmental Management Act, 1998 (Act No. 107 of 1998) (NEMA).
- National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008) (NEM:WA)
- Hazardous Substances Act, 1973 (Act No. 15 of 1973)
- National Water Act, 1998 (Act No. 36 of 1998)
- Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)
- Western Cape Health Care Waste Management Act, 2007 (Act No. 7 of 2007)

Municipal Legislation (City of Cape Town)

- Integrated Waste Management By-Law, 2009 (as amended)
- City of Cape Town: Wastewater and Industrial Effluent By-Law, 2013

Hazardous substances

If product is classified as a hazardous substance, safety brochures must accompany delivery. In accordance with the Occupational Health and Safety Act (OHSA), Act 85 of 1993 section 10 and 11. If any hazard is identified by the *Contractor*, he must immediately inform the *Employer*.

3.5 Quality assurance requirements

Quality management for the Works is under Eskom Supplier Quality Management Specification 240-105658000 (QM-58).

3.5.1 Quality Assurance Requirements

- a) The *Contractor* complies to ISO 9001:2015 Quality Management System requirements.

- b) The *Contractor* defines the level of QA or inspection imposed on his subcontractors and suppliers.
- c) The *Contractor* prepares and submits fitment/installation procedures with quality check sheets as well as the Quality Control Plan. Quality acceptance criteria are included in these procedures.
- d) The *Contractor* is made aware of the requirement that all documents or designs submitted for review to the *Project Manager* for acceptance, require a process of review.
- e) The *Contractor* documents all inspections as part of the quality assurance and control procedures. These documents are handed to the *Employer* as records.
- f) Submission of all quality requirements, to comply with section 3.7.1, Post Contract Award as stipulated in the Supplier Quality Management: Specification 240-105658000 to the *Employer* for acceptance at least thirty (30) days before the execution of the project.
- g) On completion of the project, the *Contractor* shall hand in all data books (Packs) before the Completion Certificate is issued.
- h) Where the *Contractor* maintains an official Quality Management System, details of the level of the *Contractor's* self-certification procedures shall be adopted concerning supplied materials and be accepted by the *Supervisor* before the commencement of work.
- i) Where no certified Quality Management System exists, the *Contractor* shall plan all quality management procedures, carry out all quality control testing as required and make available records of such testing for the *Supervisor's* acceptance.
- j) The *Contractor* will submit full details of the proposed quality management system and procedures for acceptance by the *Supervisor*, who shall have full access to all records, site trials and tests.
- k) The *Contractor* shall ensure that monitoring and measuring Equipment are calibrated and verified to confirm serviceability before usage, and records of such will be kept on Site.

3.5.2 Quality Control Plan

The Quality Plan manages the overall quality of the project's main activities and milestones. It lists detailed activities in order of execution where each activity is described and references the associated work packages or specifications with witness, hold and verification points.

The *Contractor* is therefore required to ensure QCPs meet the following requirements as a minimum:

- a) The *Contractor* defines the level of QC or inspection imposed on his subcontractors and suppliers.
- b) The QCPs are to have provisions for signatures indicating Completion by the *Contractor* and acceptance by the *Employer* at the end of each activity.
- c) The *Contractor* has the necessary Equipment and qualified staff to carry out the quality control required to ensure compliance with the specification.

- d) The *Contractor* ensures that a complete Quality Control Plan (QCP) aligned with the Method Statement, and program for executing the work, is submitted to the *Project Manager* and *Supervisor* for review and acceptance before the Works can commence.
- e) The programming of inspections, hold and witness points are agreed between the *Employer* and the *Contractor* before undertaking any of the Works.
- f) During reviews of the QCP, the *Employer* provides the necessary intervention points, if required.

4. Procurement

4.1 People

4.1.1 Minimum requirements of people employed.

The *Contractor* provides a detailed Curriculum Vitae (CV) containing qualifications, skills, competencies, and experience with certified copies of qualifications and certificates, from a recognised South African body e.g. SETA, SAQA etc. People with non-South African qualifications need to have their qualifications verified by SAQA and a Certification of Evaluation issued.

4.1.2 BBBEE and preferencing scheme

Contractor to ensure the *Service Manager* has an updated valid certified copy of BBBEE certificate or sworn affidavit during contract period. Failure to do so, could result in Eskom Vendor Management Department blocking vendor details on Eskom vendor management system which affects payment processing of invoices.

4.2 Subcontracting

4.2.1 Preferred subContractors

No Nominated SubContractors.

4.2.2 Subcontract documentation, and assessment of subcontract tenders

It is compulsory for the *Contractor* to use NEC system when subcontracting. The *Contractor* does not appoint a proposed Subcontractor until the *Service Manager* has accepted him.

4.2.3 Limitations on subcontracting

- None

4.2.4 Attendance on subContractors

It is the sole responsibility of the *Contractor*.

4.3 Plant and Materials

4.3.1 Specifications

All materials and equipment required and necessary to provide *services* by the *Contractor* on the Affected Property shall be carefully selected and tested by the *Contractor* before actual performance of *services* in the Affected Property.

4.3.2 Correction of defects

The *Contractor* provides a report detailing the nature of the defective Plant and Materials, the report should also give recommendations as to whether the defect can be fixed or not. The *Employer* is entitled to witness the defective Plant and Materials.

No replacement of defective Plant and Materials must be done without an instruction by the *Service Manager*.

4.3.3 Contractor's procurement of Plant and Materials

The *Contractor* provides the *Service Manager* with a quotation with the agreed markup percentage for all materials, parts, spares or specialised services required to perform repairs or replacements. The *Contractor* attaches the Vendor's invoice or proof of purchase together with the *Contractor's* quotation as supporting evidence. The warranties from suppliers are to be in favour of the *Employer* and not just the *Contractor*.

4.3.4 Tests and inspections before delivery.

Where applicable calibration certificates, pressure test certificates etc, are required for parts and equipment supplied by the *Contractor*.

5. Working on the Affected Property

Access to the Affected Property are restricted to authorized personnel only.

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

All persons intending to perform work and/or attend meetings during this contract period at Affected Property have to comply with the following:

- Each person shall sign the entrance register and this information shall also be collated by the *Contractor* for use during the scheduled meetings.
- All persons entering the premises might be required to undergo a breathalyser test. Any persons testing positive will not be allowed entry. The *Employer* has a zero tolerance towards alcohol.
- An updated safety file shall be in the possession of the person(s) entering the site for confirmation of Security clearance, Medicals, ID's etc.

5.2 People restrictions, hours of work, conduct and records.

The *Contractor* upholds Eskom's Code of Ethics.

An attendance register will be required to be completed and retained by the *Contractor*.

Working Hours:

- Mon – Thursday: 07H00 - 16H15
- Fridays: 07H00 - 12H00

Lunch time:

- Monday – Thursday: 12H00 to 12H30
- Friday: None

5.3 Health and safety facilities on the Affected Property

Refer to 3.1 Occupational Health and Safety

5.4 Cooperating with and obtaining acceptance of Others

Proper co-ordination and work planning must be done when working in any area and where others are also performing work or activities. Interfacing is required with the office staff and other *Contractors*.

5.5 Records of Contractor's Equipment

The *Contractor* shall, before entering the affected property for the first time, provide a comprehensive list of all equipment and tools intended for use during the contract period, to the *Service manager*.

5.6 Equipment provided by the Employer.

None.

5.7 Site services and facilities

Site	Latitude	Longitude
Sere Wind Farm	-31.50188	18.113805

5.7.1 Provided by the Employer

Ablution facilities: Available.

Canteen facilities: Not Available

Electricity points: Not Available

First Aid facilities: Not Available

5.7.2 Provided by the Contractor

The *Contractor* provides the necessary labour, Personal Protective Equipment (PPE), home-work-home transport, meals, and accommodation that will satisfy the requirements of this contract.

The *Contractor* provides all the tools and equipment required to satisfy the requirements of this contract.

The *Contractor* provides all the materials, spares and/or parts necessary to satisfy the requirements of this contract.

The *Contractor* provides everything else necessary for providing the Service.

5.8 Control of noise, dust, water, and waste

The *Contractor* shall take all necessary precautions to control noise to a minimum.

5.9 Tests and inspections

5.9.1 Description of tests and inspections

Inspections will be carried out by the Health & Safety Officer, the Environmental officer and the *Service Manager* periodically. This information will be shared during meetings.

Inspections carried out by the *Contractor*, specifically those intended for the prevention of harbouring areas, must be recorded and recommendations communicated with the *Service Manager* as soon as it becomes apparent.

6. List of drawings

6.1 Documents issued by the *Employer*

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

Document number	Revision	Title
320-727	Latest Revision	<i>Eskom SHEQ Policy</i>
32-421	Latest Revision	<i>Eskom Life Saving Rules</i>
32-727	Latest Revision	Safety, Health, Environment and Quality (SHEQ) Policy
ISO 9001	Latest Revision	Quality Management Systems.
Act 85 of 1993	Latest Revision	Occupational Health and Safety Act (Act 85 of 1993)
240-105658000	Latest Revision	Supplier Quality Management Specification (QM-58)

7. APPENDIX A: TASK ORDER**TASK ORDER**

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

Dear Sirs,

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

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

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

Yours faithfully,

Signature (***Service Manager***)_____
Name_____
Date

Distribution:				